



FEDERAL FARM CREDIT BANKS
CONSOLIDATED SYSTEMWIDE BONDS, RETAIL BONDS AND DISCOUNT NOTES

The terms “we,” “us,” “our,” and the “Banks,” as used throughout this Offering Circular, mean the Farm Credit System Banks, acting by and through the Federal Farm Credit Banks Funding Corporation.

We propose to offer for sale from time to time Federal Farm Credit Banks Consolidated Systemwide Bonds, Federal Farm Credit Banks Consolidated Systemwide Retail Bonds and Federal Farm Credit Banks Consolidated Systemwide Discount Notes (collectively, the “Securities”) by means of this Offering Circular and a Term Sheet or an Offering Announcement. The Securities are the general unsecured joint and several obligations of the Banks and will be issued under the authority of the Farm Credit Act of 1971, as amended, and the regulations of the Farm Credit Administration (“FCA”).

THE SECURITIES ARE THE JOINT AND SEVERAL OBLIGATIONS OF THE BANKS AND ARE NOT OBLIGATIONS OF AND ARE NOT GUARANTEED BY THE UNITED STATES GOVERNMENT. THE SECURITIES ARE NOT REQUIRED TO BE REGISTERED AND HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED. IN ADDITION, THE BANKS ARE NOT REQUIRED TO REGISTER OR FILE, AND DO NOT FILE, PERIODIC REPORTS UNDER THE U.S. SECURITIES EXCHANGE ACT OF 1934, AS AMENDED.

For a discussion of certain of the risks relevant to an investment in the Securities, see “Risk Factors” herein and “Risk Factors” in the Annual Information Statement of the Farm Credit System and as may be set forth in other Incorporated Information.

Unless otherwise specified by us with respect to a particular issue of Securities, the following terms and conditions generally apply to the Securities which we may offer. The applicable Offering Announcement or Term Sheet will contain the specific information about the Security offered thereby and may contain additional or different terms and conditions related to that Security. For more detail, see “Terms and Conditions of the Securities.”

BONDS	RETAIL BONDS	DISCOUNT NOTES
<ul style="list-style-type: none"> • Maturity of 3 months to 30 years • Fixed or floating interest rate or discounted from the amount to be paid at maturity 	<ul style="list-style-type: none"> • Maturity of 1 year to 30 years • Fixed or floating interest rate or discounted from the amount to be paid at maturity 	<ul style="list-style-type: none"> • Maturity of 1 to 365 days • Discounted from the amount to be paid at maturity
<ul style="list-style-type: none"> • May be eligible for separation into Interest and Principal Components 	<ul style="list-style-type: none"> • Not eligible for separation into Interest and Principal Components 	<ul style="list-style-type: none"> • Not eligible for separation into Interest and Principal Components
<ul style="list-style-type: none"> • May be subject to redemption at the option of the Banks or otherwise as specified in the Term Sheet 	<ul style="list-style-type: none"> • May be subject to early repayment and/or redemption provisions on a restricted basis at the option of the Banks or the option of the holder 	<ul style="list-style-type: none"> • Not subject to redemption
<ul style="list-style-type: none"> • Book-entry form (through the Federal Reserve Banks) 	<ul style="list-style-type: none"> • Book-entry form (through the Depository Trust Company (“DTC”)) 	<ul style="list-style-type: none"> • Book-entry form (through the Federal Reserve Banks)

BONDS	RETAIL BONDS	DISCOUNT NOTES
<ul style="list-style-type: none"> • Fixed-Rate Bonds, Floating Rate Bonds and Zero-Coupon Bonds — minimum denominations of \$1,000, increased in integral multiples of \$1,000 • Bonds with highly structured feature(s)— minimum denominations of \$100,000, increased in integral multiples of \$1,000 	<ul style="list-style-type: none"> • Fixed-Rate Retail Bonds, Floating Rate Retail Bonds and Zero-Coupon Retail Bonds — minimum denominations of \$1,000, increased in integral multiples of \$1,000 • Retail Bonds with highly structured feature(s) — minimum denominations of \$100,000 and integral multiples of \$1,000 	<ul style="list-style-type: none"> • Minimum denomination of \$1,000, increased in integral multiples of \$1,000
<ul style="list-style-type: none"> • No maximum aggregate principal amount outstanding 	<ul style="list-style-type: none"> • No maximum aggregate principal amount outstanding 	<ul style="list-style-type: none"> • Maximum aggregate par amount outstanding of \$60 billion
<ul style="list-style-type: none"> • Final terms set forth in a Term Sheet 	<ul style="list-style-type: none"> • Final terms set forth in a Term Sheet 	<ul style="list-style-type: none"> • Final terms set forth in an Offering Announcement

The date of this Offering Circular is December 8, 2014.

The Securities will be offered and sold by us through Dealers acting as principal, whether individually or in a syndicate, or, if so designated by us, as agent. Bonds may be offered for sale through a single Bond Dealer or a group of Bond Dealers through syndication, negotiation or a competitive bidding process. Retail Bonds will be sold to or through Incapital LLC the “Lead Dealer” or any other dealer we designate as Lead Dealer, and the Lead Dealer may sell the Retail Bonds to other Dealers who have entered into a Retail Bond Selling Group Agreement with us (“Participating Dealers”) or to other distributors. Discount Notes will be offered for sale through a limited group of Dealers. In addition, Designated Dealers may be appointed to participate through Discount Note Dealers in the distribution of Discount Notes. We may appoint additional or different Bond Dealers, Discount Note Dealers, Designated Dealers, Lead Dealers and Participating Dealers (together, “Dealers”) and either we or a Dealer may terminate an appointment at any time. A current list of Bond Dealers, Discount Note Dealers, Designated Dealers, Lead Dealers, Participating Dealers, and other distributors is available on the Funding Corporation’s website at www.farmcreditfunding.com.

Dealers may be paid underwriting concessions in connection with the distribution of Bonds, Retail Bonds and Discount Notes, Designated Dealers may be paid selling concessions in connection with the distribution of Discount Notes, and Participating Dealers may be paid dealer concessions in connection with the sale of Retail Bonds. Dealers purchasing certain Bonds and Retail Bonds from us may offer a selling concession to other Dealers or to securities dealers that are not members of a selling group in connection with the sale of such Bonds, subject to certain requirements. Discount Note Dealers may pay a selling concession to Designated Dealers. Dealers and Designated Dealers may share their underwriting or selling concession, as applicable, with their affiliates, subject to certain requirements.

In connection with any particular issue of Securities, one or more of the Banks may enter into interest rate swaps or other hedging transactions with, or arranged by a Dealer participating in the issuance, an affiliate of the Dealer or an unrelated third party. The Dealer or other party may receive compensation, trading gain or other benefits in connection with the hedging transactions. The interest rate swaps or other hedging transactions may reference the Securities, other obligations of the Banks or obligations of other issuers.

The Securities may be sold directly by us to investors and no concessions will be payable on these direct sales. See “Plan of Distribution.”

The Securities will not be listed on any securities exchange and there can be no assurance that the Securities described in this Offering Circular will be sold or that there will be a secondary market for the Securities. See “Risk Factors.” We reserve the right to withdraw, cancel or modify any offer of Securities without notice.

Capitalized terms used in this Offering Circular are defined in the Glossary. All references to the Offering Circular are as amended or supplemented. All references to agreements, statutes, regulations, guidelines or other similar documents are as amended as of the date of the Offering Circular as most recently amended or supplemented.

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THIS OFFERING CIRCULAR FOR THE SECURITIES HAS NOT BEEN REVIEWED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THESE AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

This Offering Circular relates only to the Securities and not to any other securities of the Banks which have been or will be issued on behalf of the Banks pursuant to a different disclosure document.

No person is authorized by us to give any information or to make any representation not contained in this Offering Circular (and any supplements hereto), the Incorporated Information and, if applicable, the Offering Announcement or the Term Sheet with respect to a particular issue of Securities, and, if given or made, such information or representation must not be relied on as having been authorized by us or the Dealers. The distribution of this Offering Circular or any other offering materials and the offer, sale, and delivery of the Securities in certain jurisdictions may be restricted by law. Persons into whose possession offering material comes must inform themselves about and observe any such restrictions. This Offering Circular does not constitute, and may not be used for or in connection with, an offer or solicitation of the Securities in any jurisdiction where, or to any person to whom, it is unlawful to make such an offer or solicitation by anyone not authorized so to act. This Offering Circular does not constitute an offer to sell or a solicitation of an offer to buy any securities other than the Securities. Neither the delivery of this Offering Circular, any supplement to this Offering Circular, or any Offering Announcement or Term Sheet, nor any sale hereunder, shall under any circumstances create any implication that the information in these documents is correct as of any time subsequent to the respective dates of the documents.

This Offering Circular has not been approved as a base prospectus for the purpose of Directive 2003/71/EC by the competent authority of any Member State of the European Economic Area. Securities may only be offered in a Member State of the European Economic Area in the limited circumstances specified in the “Plan of Distribution.” In addition, we have not authorized the Offering Circular to be used as offering material for any secondary market offering and/or sales of Securities by any person, including any Dealer(s).

We or any Dealer may only communicate or cause to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the “FSMA”)) received by it in connection with the issue or sale of any Securities in circumstances in which Section 21(1) of the FSMA does not apply to us.

This Offering Circular has not been submitted for clearance to the *Autorité des marchés financiers* in France.

The Securities may not be suitable investments for all investors, and some of the Securities are complex financial instruments. The Securities are intended for purchase only by investors capable of understanding the risks involved in such an investment. You should not purchase any of the Securities unless you understand and are able to bear the price, yield, market, liquidity, structure, redemption and other risks associated with that Security. You should consult your own financial and legal advisors about the risks arising from an investment in a particular issue of Securities, the appropriate tools to analyze that investment, and the suitability of that investment in your particular circumstances. See “Risk Factors” herein for a discussion of certain risks that should be considered in connection with an investment in the Securities as well as “Risk Factors” in the Annual Information Statement of the Farm Credit System and as may be set forth in other Incorporated Information. Neither this Offering Circular nor any applicable Offering Announcement or Term Sheet describes all of the risks of any investment in the Securities, including, but not limited to, Bonds or Retail Bonds with principal or interest determined by reference to one or more interest rate indices, currencies, other indices or formulae, Bonds or Retail Bonds that include redemption features, caps, floors or other rights or options, or an investment in the Securities (which are all U.S. dollar-denominated) where the investor’s principal currency is other than the U.S. dollar. We disclaim any responsibility to advise investors of those risks as they exist at the date of this Offering Circular or any related Offering Announcement or Term Sheet or as they may change from time to time.

Additional Securities may be issued and sold as part of an existing issue of Securities. Certain Bonds and Retail Bonds may be subject to redemption in whole or in part prior to maturity and may be eligible for separation into Interest Components and Principal Components. Any secondary market for particular issues of Securities may be adversely affected by such additional

issuance, the full or partial redemption of an issue of Bonds or Retail Bonds or the separation of Bonds or Retail Bonds into Interest Components and Principal Components.

In view of the foregoing and the risks that should be considered in connection with an investment in the Securities, investors may not be able to sell their Securities readily or at prices that will enable them to realize their desired return.

In connection with the offering of any issue of Securities, Dealers or any other entity through which such Securities are sold may over-allot or effect transactions that seek to stabilize or maintain the market price of the Securities at levels above those which might otherwise prevail in the open market which may include taking a short position in the Securities. Such transactions, if commenced, may be discontinued at any time.

TABLE OF CONTENTS

	<u>Page</u>
Documents Incorporated by Reference and Available Information	6
Summary	8
Risk Factors	14
The Farm Credit System.....	18
Systemwide Debt Securities	19
Terms and Conditions of the Securities	20
General	20
Bonds.....	21
Retail Bonds	21
Discount Notes	28
Modifications and Amendments.....	30
Book-Entry System	31
Governing Law	33
Use of Proceeds.....	33
Certain United States Federal Tax Considerations	33
General	34
United States Owners	34
Non-United States Owners	38
Plan of Distribution	40
Glossary.....	54
Reference Rates Supplement	S-1
Annex A: Repayment Election Form	

This Offering Circular applies only to Bonds, Retail Bonds and Discount Notes issued pursuant to Offering Announcements or Term Sheets dated on or after the date hereof. This Offering Circular may be updated or amended through supplements.

DOCUMENTS INCORPORATED BY REFERENCE AND AVAILABLE INFORMATION

Documents Incorporated by Reference

Important information regarding the Banks and the System, including combined financial information, is contained in disclosure information made available by the Funding Corporation. This information consists of the most recent Farm Credit System Annual Information Statement and the most recent Farm Credit System Quarterly Information Statement issued after the Annual Information Statement (collectively, “Information Statements”) and certain press releases that relate to financial results or to other developments affecting the System issued by the Funding Corporation since the publication of the most recent Information Statement (the “Press Releases”). The Information Statements, other than the section entitled “Description of Systemwide Debt Securities,” and the Press Releases are incorporated by reference into this Offering Circular and the information therein is considered to be part of this Offering Circular (such information is referred to herein as the “Incorporated Information”). **This Offering Circular should be read in conjunction with the Incorporated Information.** You should rely only on the information incorporated by reference or provided in this Offering Circular, any supplement to this Offering Circular, and the applicable Offering Announcement or Term Sheet for a particular issue of Securities. We have not authorized anyone else to provide investors with different information.

Available Information

Neither the Funding Corporation nor the Banks are required to and do not file reports or other information with the United States Securities and Exchange Commission.

Copies of the Information Statements and Press Releases for the current and two preceding fiscal years, the Offering Circular as amended or supplemented, the Term Sheets for each issue of Bonds and Retail Bonds hereunder, and a current list of the Dealers and other distributors are available for inspection at, or will be furnished without charge upon request to, the Federal Farm Credit Banks Funding Corporation, 10 Exchange Place, Suite 1401, Jersey City, New Jersey 07302; Telephone: (201) 200-8000. These documents are also available from the Dealers. In addition, certain of these documents are also available on the Funding Corporation’s website

located at www.farmcreditfunding.com. Other information regarding the System can be found on the System's website located at www.farmcreditnetwork.com.

In addition, copies of quarterly and annual reports of each Bank and each Farm Credit Bank (AgFirst Farm Credit Bank, AgriBank, FCB and Farm Credit Bank of Texas) combined with its affiliated Associations (collectively referred to as a District) may be obtained from the individual Bank. Bank addresses and telephone numbers where copies of these documents may be obtained are listed in the Information Statements. These documents and further information on each Bank or each Bank combined with its affiliated Associations and links to a Bank's affiliated Associations' websites are also available on each Bank's website as follows:

AgFirst Farm Credit Bank – www.agfirst.com;

AgriBank, FCB – www.agribank.com;

CoBank, ACB – www.cobank.com; and

Farm Credit Bank of Texas – www.farmcreditbank.com;

Information contained on these websites is not incorporated by reference into this Offering Circular and you should not consider information contained on these websites to be part of this Offering Circular.

We are not making an offer of these Securities in any jurisdiction where such an offer is not permitted. You should not assume that the information in this Offering Circular, any supplement to this Offering Circular, or any Offering Announcement or Term Sheet is accurate as of any date other than the respective date on the front cover of these documents.

SUMMARY

This Summary highlights selected information from this Offering Circular and may not contain all of the information that you should consider before purchasing any Securities. For a more complete description of the Securities, you should read carefully this entire Offering Circular and the documents referred to in “Documents Incorporated by Reference and Available Information,” together with the applicable Offering Announcement or Term Sheet. Terms not defined in this Summary are defined in the Glossary.

ISSUERS The Banks are instrumentalities of the United States, federally chartered under the Act and are subject to supervision, examination and regulation by the FCA. The Banks are part of the Farm Credit System. The System is a federally chartered network of borrower-owned lending institutions comprised of cooperatives and related service organizations. We provide credit and related services nationwide to American farmers, ranchers, producers or harvesters of aquatic products, their cooperatives, and certain farm-related businesses. We also make rural residential real estate loans, finance rural communication, energy and water infrastructures, and make loans to support agricultural exports, and to finance other eligible entities.

FUNDING CORPORATION The Funding Corporation is a corporation established under the laws of the United States and acts as agent for the Banks in the issuance of debt securities and related matters.

ISSUE The Bonds, Retail Bonds and the Discount Notes (collectively, the “Securities”). The terms and conditions set forth in this Offering Circular generally apply to the Securities. We will offer Securities by means of an Offering Announcement or Term Sheet that will contain the specific information and the final terms and conditions for that Security. In the case of any discrepancy between the terms and conditions of a Security as described in this Offering Circular and as described in the applicable Offering Announcement or Term Sheet, you should rely on the terms and conditions as described in the Offering Announcement or Term Sheet. In the case of any discrepancy between the terms and conditions of a Discount Note as described on a nationally recognized financial news service and any electronic order management application system or electronic trading platform of the Funding Corporation, (“Electronic Order Management System”), the terms and conditions as described on such electronic order management system will take precedence.

Bonds will be offered through a single Dealer or a group of Bond Dealers through syndication, negotiation or a competitive bidding process. Bonds may be offered with fixed rates of interest, with floating rates of interest or at a discount from the amount to be paid at maturity with no periodic payments of interest. The specific terms and conditions of an issue of Bonds will be set forth in a Term Sheet.

Retail Bonds will be offered to or through the Lead Dealer and the Lead Dealer may sell the Retail Bonds to Participating Dealers or other distributors. Retail Bonds may be offered with fixed rates of interest, with floating rates of interest or at a discount from the amount to be paid at maturity with no periodic payments of interest. The specific terms and conditions of an issue of Retail Bonds will be set forth in a Term Sheet.

Discount Notes will generally be offered each Business Day. Discount Notes will be offered at a discount from the amount to be paid at maturity with no periodic payments of interest. The specific terms and conditions of

an issue of Discount Notes will be set forth in an Offering Announcement.

We may discontinue offering Bonds, Retail Bonds and Discount Notes at any time.

The Securities may also be sold directly by us to investors.

Amount..... The current maximum aggregate principal and/or par amount of the Securities that we may have outstanding at any one time is:

Type of Security	Authorized Maximum Aggregate Amount Outstanding
Bonds	No maximum
Retail Bonds	No maximum
Discount Notes	\$60 billion

The maximum aggregate amounts of Bonds, Retail Bonds and Discount Notes outstanding may change, subject to the approval of the FCA.

Reopenings..... Additional Bonds or Discount Notes may be issued and sold as part of an existing issue of Bonds or Discount Notes.

Paying Agent..... Bonds and Discount Notes – the Federal Reserve Banks.
Retail Bonds – U.S. Bank National Association, the Processing Agent.

Form of Securities The Bonds and Discount Notes will be issued, maintained and transferred on the book-entry system of the Federal Reserve Banks. The Bonds and Discount Notes may be held of record only by entities eligible to maintain book-entry accounts with the Federal Reserve Banks. Such entities whose names appear on the book-entry records of a Federal Reserve Bank as the entities for whose accounts the Bonds and Discount Notes have been deposited are referred to in this Offering Circular as “Participants.”

Retail Bonds will be issued in the form of master notes in fully registered form and registered in the name of DTC’s nominee, and maintained and transferred on the book-entry system of DTC. Entities in whose records at DTC the interests in the Retail Bonds are credited are referred to as “Direct Participants.”

Denominations The Securities will have the following minimum denominations:

Type of Security	Minimum Denomination/Multiples
Fixed-Rate Bonds, Floating Rate Bonds and Zero-Coupon Bonds	\$1,000/\$1,000
Fixed-Rate Bonds and Floating Rate Bonds with highly structured feature(s)	\$100,000/\$1,000
Fixed-Rate Retail Bonds, Floating Rate Retail Bonds and Zero-Coupon Retail Bonds	\$1,000/\$1,000
Fixed-Rate Retail Bonds and Floating Rate Retail Bonds with highly structured feature(s)	\$100,000/\$1,000
Discount Notes	\$1,000/\$1,000

Issue Price The Securities may be issued at par, at a premium to par or at a discount to par as set forth in the applicable Offering Announcement or Term Sheet.

Settlement The Bonds and Discount Notes will be available in book-entry form on the Fed Book-Entry System on the Settlement Date. The Bonds and Discount Notes will be delivered against payment in Immediately Available Funds and will be effective only upon our receipt of the funds. The Retail Bonds will be available in book-entry form at DTC on the Settlement Date. The Retail Bonds will be delivered against the receipt of Immediately Available Funds and will be effective only upon the completion and authentication of a Master Retail Bond, and the completion of the same day funds settlement procedures with DTC.

Offering Price The Securities may be offered at fixed prices equal to par, or at a discount to or premium over par; or at varying prices relating to prevailing market prices at the time of resale as determined by the applicable Dealer, as specified in the applicable Offering Announcement or Term Sheet.

Interest Rate The rates of interest payable on the Securities will be as follows:

Type of Security	Interest Rate
Bonds	Fixed or Floating Rate or discounted from the amount to be paid at maturity
Retail Bonds	Fixed or Floating Rate or discounted from the amount to be paid at maturity
Discount Notes	Discounted from the amount to be paid at maturity

The rate of interest or discount will be specified in the applicable Offering Announcement or Term Sheet. The interest rate for Floating-Rate Bonds and Floating-Rate Retail Bonds may be based on one or more of the following Reference Rates as described in the Reference Rates Supplement, which is attached to and is a part of this Offering Circular:

- the Designated Maturity rate for U.S. Treasury Notes;
- the London Interbank Offered Rate;
- the Federal Funds effective rate;
- the U.S. Treasury Bill rate; and
- the prevailing commercial banking industry prime loan rate.

The applicable Term Sheet will indicate the Reference Rate(s) and any Spread. In addition, a Floating-Rate Bond or Floating Rate Retail Bond may have a maximum and/or minimum interest rate limitation. Other rates, indices or formulas may be used and will be described in the applicable Term Sheet.

Interest Payments Payments of interest on the Securities will be made as follows:

Bonds — In arrears on the dates specified in the applicable Term Sheet and/or on the Maturity Date. No periodic payments of interest will be made on Zero-Coupon Bonds.

Interest on Fixed-Rate Bonds will be calculated using a 30/360 Day Count Convention. Interest on Floating-Rate Bonds will be calculated using the Day Count Convention specified in this Offering Circular or in the applicable Term Sheet.

Retail Bonds – In arrears on the monthly, quarterly, semi-annual, or annual dates specified in the applicable Term Sheet and/or on the Maturity Date. No periodic payments of interest will be made on Zero-Coupon Retail Bonds.

Interest on Fixed-Rate Retail Bonds will be calculated using a 30/360 Day Count Convention. Interest on Floating-Rate Retail Bonds will be calculated using the Day Count Convention specified in this Offering Circular or in the applicable Term Sheet.

Discount Notes — No periodic payments of interest; a discount from the par amount to be paid at maturity will be calculated based on the actual number of days from the Issue Date to the Maturity Date based on a 360-day year.

Principal Payments The outstanding principal amount of each Bond and Retail Bond, together with any accrued and unpaid interest, and the par amount of each Discount Note will be payable as follows:

Type of Security	Principal/Par Payment
Bonds	Maturity Date or Redemption Date*
Retail Bonds	Maturity Date or Redemption Date**
Discount Notes	Maturity Date

* May be subject to redemption in whole or in part at our option or otherwise as specified in the Term Sheet.

** May be subject to early repayment and/or redemption provisions on a restricted basis at the option of the Banks or the option of the holder.

Maturities The Securities will mature within the following periods:

Type of Security	Maturity Dates
Bonds	3 months to 30 years*
Retail Bonds	1 year to 30 years**
Discount Notes	1 to 365 days

* Unless otherwise agreed to by us and the relevant Dealer as disclosed in the applicable Term Sheet.

** Unless otherwise agreed to by us and the relevant Dealer as disclosed in the applicable Term Sheet.

Redemption Bonds may be subject to redemption in whole or in part at our option or otherwise as specified in the Term Sheet prior to maturity if so designated in the applicable Term Sheet. If designated in the applicable Term Sheet, Retail Bonds will be subject to redemption prior to maturity and, if applicable, may be redeemed in whole. Discount Notes are not subject to redemption prior to maturity.

No Acceleration Rights	The Securities are not subject to acceleration prior to maturity in the case of default in the payment of principal or interest on the Securities or other similar event.
Stripped Bonds	Certain Bonds may be eligible for separation into Interest Components and Principal Components.
MODIFICATIONS AND AMENDMENTS	We may modify, amend or supplement certain terms of the Securities under certain circumstances without the consent of any Participant, Direct Participant, Holder or Beneficial Owner and under other circumstances with the written consent of Participants or Holders.
STATUS AND PRIORITY OF THE SECURITIES	The Securities will be issued pursuant to authorizing resolutions adopted by the board of directors of each Bank and under the authority of the Act and the Regulations of the FCA. Pursuant to the Act, the Securities are the joint and several obligations of the Banks. Pursuant to the Regulations, the Securities, as general unsecured obligations, rank equally with each other and other unsecured debt securities on which the Banks are jointly and severally liable. The Securities are not obligations of and are not guaranteed by the United States government.
RISK FACTORS	<p>The Securities will not be listed on any securities exchange and there may not be an active secondary trading market for particular issues of Securities. Each Dealer has agreed to use reasonable efforts to facilitate secondary market transactions in the particular issue of Securities that it distributes. The Dealers are not obligated to make a market in the Securities and may discontinue any market-making at any time without notice. There can be no assurance that the Securities will have secondary market liquidity.</p> <p>There are other risks with respect to an investment in the Securities. Prospective investors should carefully review “Risk Factors” discussed in this Offering Circular and should consult their own financial and legal advisors about the risks associated with an investment in a particular issue of Securities and the suitability of investing in the Securities in light of their particular circumstances.</p> <p>In addition, prospective investors should carefully review “Risk Factors” contained in the Incorporated Information with respect to other risks relating to an investment in the Securities.</p>
GOVERNING LAW	The Securities are governed by and construed in accordance with the federal laws of the United States of America and, to the extent of the absence of controlling federal law, in accordance with the laws of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction, unless otherwise provided under the terms and conditions of a particular issue of Securities.
TAX STATUS	Interest on the Securities is not exempt from United States federal income taxation, but the Securities and interest thereon are generally exempt from state, local and municipal income taxation in the United States. The exemption from state, local and municipal income taxation may not apply to nondiscriminatory franchise taxes or other non-property taxes in lieu thereof imposed on corporations. Payments on Securities owned by non-United States Owners will not be subject to U.S. withholding tax provided certain

certification and documentation requirements described under “Certain Tax Considerations — Non-United States Owners” are satisfied. If any withholding or other tax is imposed by any jurisdiction, we have no obligation to pay additional interest or other amounts in consequence thereof.

PLAN OF DISTRIBUTION.....

We will offer and sell the Securities through the Dealers. Bonds may be offered for sale through a single Bond Dealer or a group of Bond Dealers through syndication, negotiation or a competitive bidding process. Retail Bonds will be sold to or through the Lead Dealer and the Lead Dealer may sell the Retail Bonds to Participating Dealers or other distributors. Discount Notes will be offered for sale through a limited group of Discount Note Dealers. In addition, Designated Dealers may be appointed to participate through Discount Note Dealers in the distribution of Discount Notes. We may appoint additional Bond Dealers, Discount Note Dealers, Participating Dealers and Designated Dealers or designate another Lead Dealer and either we or a Bond Dealer, the Lead Dealer, Participating Dealer or a Designated Dealer may terminate an appointment. The Dealers act as principal, whether individually or in a syndicate, unless designated by us to act as agent.

The Securities may also be sold directly by us to investors.

The underwriting concession payable to Bond Dealers and the selling concession payable to Designated Dealers, if any, which vary depending on the type of Securities being sold and other factors, are determined in accordance with the respective Selling Group Agreements entered into by us and each Bond Dealer and Designated Dealer and will be disclosed in the applicable Offering Announcement or Term Sheet. Bond Dealers purchasing certain Bonds may offer a selling concession to other Dealers or to securities dealers that are not members of a selling group in connection with the sale of such Bonds, subject to certain requirements. The Lead Dealer, the Participating Dealers and the other distributors will be paid a concession in accordance with the Selling Group Agreement and the applicable Term Sheet for Retail Bonds. The Lead Dealer may sell Retail Bonds to a Participating Dealer at a discount not in excess of the discount it received from us and may also sell Retail Bonds to other distributors at a discount not in excess of the Dealer Concession. Discount Note Dealers may pay a selling concession to Designated Dealers. Dealers and Designated Dealers may share their underwriting or selling concession, as applicable, with their affiliates, subject to certain requirements. The Securities may also be sold directly to investors by us and no concession will be payable on these direct sales.

There are restrictions on the sale of the Securities and the distribution of the offering material relating to the Securities in certain jurisdictions. Each Dealer and Designated Dealer must determine the application of and comply with all relevant laws and regulations in each jurisdiction in which it purchases, offers, sells or delivers Securities or has in its possession or distributes this Offering Circular, or any part thereof including any Offering Announcement or Term Sheet, or any such other material.

In connection with the offering of any issue of Securities, the Lead Dealer, Dealers, Participating Dealers, Designated Dealers or any other entity through which such Securities are sold may over-allot or effect transactions that seek to stabilize or maintain the market price of the Securities at levels above those which might otherwise prevail in the open market which may include taking a short position in the Securities. Such transactions, if commenced, may be discontinued at any time.

RISK FACTORS

The following does not describe all the risks and other ramifications of an investment in the Securities. The risks described in this section are current as of the date of this Offering Circular, and there may be other risks not discussed below or discussed in a supplement to this Offering Circular or a document incorporated by reference in this Offering Circular that you should consider. For example, our most current Annual Information Statement identifies, under “Risk Factors”, specific risks to us and our business, including risks: that our business may be adversely affected by the cost and availability of funding in the debt markets; that we face significant competition in connection with the issuance of Systemwide Debt Securities; that as regulated entities, the Banks are subject to certain capital requirements that may limit the operations and potential growth of the System; or that an unfavorable change in U.S. tax laws or an adverse interpretation of existing tax laws could negatively impact the System’s financial results.

You should consult your own financial and legal advisors about risks associated with investing in a particular issue of Securities, should utilize the appropriate tools to analyze that investment and should assess the suitability of investing in the Securities in light of your particular circumstances. The Securities may not be suitable investments for certain investors. Risks associated with the purchase of the Securities are, in general, similar to those associated with owning other comparable debt securities.

The realization of any of these risks could materially adversely affect our business, financial condition, results of operations, liquidity and net worth, and could cause our actual results to differ materially from our historical results incorporated by reference into this Offering Circular. However, these are not the only risks facing the System. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition, results of operations, liquidity and net worth.

Credit Risk

Our financial condition can be directly impacted by factors affecting the agricultural, rural and other economies, since these factors impact the demand for loans and financial services offered by the System and the ability of System customers to make payments on loans. These and certain additional risks impacting the System and our creditworthiness are set forth under “Risk Factors” in the System’s Annual Information Statement and may be set forth in other Incorporated Information. In addition to the risks related to our aggregate creditworthiness, the market value of the Securities will be affected by a number of risks that are independent of our creditworthiness. See the Incorporated Information.

One or more independent credit rating agencies may assign credit ratings to the Securities, or to the Banks as issuers. The ratings may not reflect the potential impact of all risks related to the structure of, or the market for, the Securities, or the additional factors that may impact the Securities. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time. In the event a credit rating is assigned to the Securities or the Banks, it only reflects a particular rating agency’s evaluation of the probability that the Banks will default on the Securities or other securities issued by them. A credit rating does not reflect the potential impact of risks associated with an investment in the Securities, including, without limitation, the price, market, liquidity, structure, redemption and other risks associated with the Securities.

Structure Risks

Interest Rate

Interest rate risks include risk arising from changes in market rates of interest, spread risk arising from changes in the relationship of market yields for the Securities relative to U.S. Treasury issues of similar maturities, and basis risk arising from changes in the relationships of other indices utilized to originally price, or to re-price, the Securities. In particular, an investment in an issue of the Securities with interest payments determined by reference to one or more interest rates or other indices, either directly or inversely, may entail significant risks not associated with an investment in a conventional fixed or floating rate debt security. Changes in an applicable index may not correlate with changes in interest rates generally or with changes in other indices. Two or more Reference Rates or formulas that may be expected to move in tandem or in any other relation to each other may unexpectedly converge or diverge or otherwise not move as expected. Furthermore, Securities with more complex formulas or other terms may have more volatile performance results. These risks include but are not limited to:

- the possibility that Reference Rates or applicable indices may be subject to significant changes;
- changes in the applicable indices may not correlate with changes in interest rates or indices generally;

- the resulting interest rate will be less than that payable on a comparable conventional fixed or floating rate debt security issued by the Banks at the same time;
- no interest will be payable;
- the repayment of principal can occur at times other than that expected by the investor; or
- the possibility that the investor may lose a substantial portion of the principal of a Security (whether payable at maturity, upon redemption or otherwise).

These risks depend on a number of factors, including financial, economic and political events, over which the Banks have no control. In addition, if the formula used to determine the amount of interest payable with respect to an issue of Securities contains a multiple or leverage factor, the effect of any change in a Reference Rate may be magnified. Certain Reference Rates and other indices may be highly volatile. Fluctuations in any particular Reference Rate or other index that have occurred in the past are not necessarily indicative, however, of fluctuations that may occur in the future.

Any redemption (call) feature of an issue of the Securities will affect the market value of the Securities. Since the Banks may be expected to redeem the Securities when prevailing market rates are lower than the interest rates of certain Securities, an investor might not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the redeemed Securities.

If the rate of interest on a Floating Rate Bond or Floating Rate Retail Bond includes a maximum (cap) interest rate limitation, the interest payable on that Bond or Retail Bond may be less than that payable on a conventional Floating Rate Bond or Floating Rate Retail Bond issued by us without such cap. Two issues of Securities issued at the same time and with interest rates determined by reference to the same applicable Reference Rate or index and otherwise comparable terms and conditions may have different interest rates and yields when issued or thereafter if the frequency of each issue's interest rate adjustments is different.

In order to hedge their exposure to certain of the foregoing risks in connection with any particular issue of Securities, one or more of the Banks may enter into interest rate swaps or other hedging transactions with, or arranged by, a Dealer participating in the issuance, an affiliate of the Dealer or an unrelated third party. The Dealer or other party may receive compensation, trading gain or other benefits in connection with the hedging transactions. The interest rate swaps or other hedging transactions may reference the Securities, other obligations of the Banks or obligations of other issuers.

Investors in certain Securities should have knowledge of and access to appropriate analytical tools to analyze quantitatively the effect (or value) of any redemption, cap or floor, or certain other features of the Securities, and the resulting impact on the value of the Securities.

Uncertainty Relating to Reference Rate Calculation

An applicable Reference Rate may be subject to allegations of manipulation or fraud, and this risk is heightened if the applicable Reference Rate is calculated based on information and data submitted by third party market participants. For example, there have been allegations of manipulation and fraud surrounding the calculation of LIBOR, which is calculated based on submissions from market participants. Actual or alleged manipulation of a Reference Rate could adversely affect the value of the Securities in a number of ways, including:

- the interest rate generated from a Reference Rate may be artificially lower or higher than it otherwise would have been if the information used to calculate the Reference Rate had been accurately submitted,
- actual or alleged manipulation or fraud may lead to reforms or modifications to the means by which the Reference Rate is calculated, which could impact the value of Securities whose interest rate is linked to that Reference Rate, and
- actual or alleged manipulation or fraud could lead to uncertainty as to the future popularity or use of a Reference Rate, which could impact the value of Securities linked to that Reference Rate.

Lack of Protective Provisions

Other institutions or companies may issue debt securities under an indenture that governs the rights and obligations of the debt issuer and debt holders, and a trustee is appointed to monitor compliance with the indenture. The Securities are not issued under any such indenture and no trustee is provided to monitor our compliance with the terms of the Securities. As a result, holders of the Securities do not have the same contractual protection as holders of certain debt securities issued by other institutions or companies. Specifically, there are no financial covenants that restrict the Banks from paying dividends or making other distributions, or issuing or repurchasing other securities, nor is there any provision that would provide protection to the holders of the Securities against a sudden and dramatic decline in credit quality resulting from any event involving the Banks that may adversely affect the credit quality of the Banks. Further, payment of principal on the Securities may be accelerated only in the case of certain events of bankruptcy or insolvency involving the System. There is no right of acceleration in the case of default in the payment of principal or interest on the Securities or in the performance of any of our other obligations under the Securities.

Secondary Market Risks

The Securities will not be listed on any securities exchange. Generally, there is an active secondary market for Discount Notes and certain Bonds. However, other Bonds and Retail Bonds may not have an established trading market upon issuance. Each Dealer has agreed to use reasonable efforts to facilitate secondary market transactions in the Securities. Although the Dealers may make a market in the Securities, they are not obligated to do so and may discontinue any market-making at any time without notice. The Dealers have agreed to advise us promptly of any material development known to them in the secondary market for the Securities. The Dealers have also agreed to advise us promptly of their decision to withdraw from secondary market-making in the Securities. However, there can be no assurance that the Securities will have secondary market liquidity. As a result, an investor may not be able to sell its Securities easily or at prices that will provide a yield comparable to similar investments that have a developed and liquid secondary market.

To the extent the Securities have secondary market liquidity, the secondary market for the Securities will be affected by a number of factors independent of our creditworthiness and the level of any applicable index or indices, which may include:

- the complexity and volatility of Reference Rates or indices;
- the method of calculating the principal or any interest to be paid on the Securities;
- the time remaining to the maturity of the Securities;
- the outstanding amount of the Securities;
- any redemption feature of the Securities;
- the amount of other Securities linked to the index or indices; or
- the level, direction and volatility of market interest rates generally.

Retail Bonds will clear and settle through the Depository Trust Company (“DTC”) rather than the Federal Reserve Banks. The secondary market for Retail Bonds may be less liquid than the secondary market for comparable Federal Farm Credit Banks Consolidated Systemwide Securities which clear and settle on the Fed Book-Entry System. These factors also will affect the market value of the Securities. In addition, certain Securities may be designed for specific investment objectives or strategies and therefore may have a more limited secondary market and experience more price volatility than conventional debt securities. Investors may not be able to sell the Securities readily or at prices that will enable investors to realize their anticipated yield. You should not purchase the Securities unless you understand and are able to bear the risk that certain Securities may not be readily saleable, that the value of the Securities may fluctuate over time and that the fluctuations may be significant.

The prices of structured securities and Zero-Coupon Bonds or Zero-Coupon Retail Bonds, as well as other instruments issued at a substantial discount from their principal amount payable at maturity, generally tend to fluctuate in the secondary markets more in relation to general changes in interest rates than do such prices for conventional interest-bearing securities of comparable maturities.

Factors That Could Adversely Affect the Trading Value and Yield of the Securities

Fixed/Floating Rate Securities

Fixed/floating rate Securities may bear interest at a rate that we may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Our ability to convert the interest rate will affect the secondary market and the market value of the Securities since we may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If we convert from a fixed rate to a floating rate, the Spread on the fixed/floating rate Securities may be less favorable than the prevailing spreads on our comparable floating rate debt securities tied to the same Reference Rate. In addition, the new floating rate at any time may be lower than the rates on other Securities. If we convert from a floating rate to a fixed rate, the fixed rate may be lower than the prevailing rates on the Securities.

Securities Eligible for Stripping

Some issues of Fixed Rate Bonds and Step Rate Bonds will be eligible to be separated (“stripped”) into Interest Components and Principal Components. The secondary market, if any, for the Components may be more limited and less liquid than the secondary market for Securities of the same issue that have not been stripped. The liquidity of an issue of Bonds also may be reduced if a significant portion of the Bonds are stripped. See “Eligibility for Stripping” for more information on stripping.

Securities Issued at a Substantial Discount or Premium

The market values of Securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than prices for conventional interest-bearing securities. Generally, the longer the remaining term of the Securities, the greater the price volatility as compared to conventional interest-bearing Securities with comparable maturities. As a result, the market values of Discount Notes, Zero-Coupon Bonds or Zero-Coupon Retail Bonds, Interest Components and some Principal Components could be subject to substantial fluctuation.

Legality of Investment

Each investor should consult its own legal advisors in determining whether and to what extent the Securities constitute legal investments for that investor and whether and to what extent the Securities can be used as collateral for various types of borrowings. In addition, financial institutions should consult their legal advisors or regulators in determining the appropriate treatment of the Securities under any applicable risk-based capital or similar rules.

Investors whose investment activities are subject to legal investment laws and regulations or to review or regulation by certain authorities may be subject to restrictions on investments in certain types of debt securities, which may include some or all of the Securities. Investors should review and consider those restrictions prior to investing in the Securities. In addition, any investor that is subject to the regulatory jurisdiction of any government agency should review and consider the applicability of rules, guidelines, regulations and policy statements adopted by its regulators prior to purchasing or pledging the Securities.

Suitability

Investors in any particular issue of Securities should have sufficient knowledge and experience in financial and business matters to evaluate the Securities, the merits and risks of investing in the Securities and the information contained and incorporated by reference in the Offering Circular, any Offering Announcement or Term Sheet or any supplement or amendment to this Offering Circular. In addition, investors should have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of the investor’s financial situation, the Securities, the merits and risks of investing in the Securities and the impact the Securities will have on their overall investment portfolio. Not every Security is suitable for every investor. You should not purchase a Security unless you understand and have sufficient financial resources to bear the price, yield, market, liquidity, structure, redemption and other risks associated with the Security. You also should not purchase any Security without sufficient experience, financial resources and liquidity, relative to the potential risks, to manage your investments, including your investment in the Security. Before purchasing any Security, you should understand thoroughly the terms and conditions of the Security, be familiar with the behavior of the relevant financial markets, and consider (possibly with the assistance of a financial advisor) possible scenarios for economic, interest rate and other factors that may affect your investment and your ability to bear the associated risks under a variety of such scenarios. You also should consider and understand any legal restrictions that may apply to your investments in the Securities. See “Risk Factors — Legality of Investment.”

Certain Securities are complex financial instruments. Sophisticated institutional investors generally do not purchase complex Securities as stand-alone investments, but rather as a means of reducing risk or enhancing yield with an understood, measured, appropriate addition of risk to their overall portfolio. Investors in the Securities should possess the expertise, either alone or with a financial advisor, to evaluate the manner in which the Securities will perform under changing conditions, the resulting effects on their value, and the impact any investment in the Securities will have on the investor's overall investment portfolio.

THE FARM CREDIT SYSTEM

Overview

The System is a federally chartered network of borrower-owned lending institutions comprised of cooperatives and related service organizations. Cooperatives are organizations that are owned and controlled by their members who use the cooperatives' products or services. The U.S. Congress authorized the creation of the first System institutions in 1916. Our mission is to provide sound and dependable credit to American farmers, ranchers, producers or harvesters of aquatic products, their cooperatives, and certain farm-related businesses in all 50 states, the Commonwealth of Puerto Rico and, under conditions set forth in the Act, U.S. territories. We do this by making appropriately structured loans to qualified individuals and businesses at competitive rates and providing financial services and advice to those persons and businesses. Consistent with our mission of serving rural America, we also make rural residential real estate loans, finance rural communication, energy and water infrastructures, and make loans to support agricultural exports and to finance other eligible entities, including other financial institutions (e.g., national or state banks, trust or finance companies, savings institutions or credit unions). System institutions may also provide a variety of services to their borrowers, including credit and mortgage life insurance, disability insurance, various types of crop insurance, estate planning, record keeping services, tax planning and preparation, cash management products and services, and consulting. In addition, some System institutions also provide leasing and related services to their customers.

Congress established the FCA as the System's independent federal regulator to examine and regulate System institutions, including their safety and soundness. System institutions are federal instrumentalities.

Structure/Ownership

The Associations are cooperatives owned by their borrowers, and the Farm Credit Banks (AgFirst, AgriBank, and Texas) are cooperatives primarily owned by their affiliated Associations. The Agricultural Credit Bank (CoBank) is a cooperative principally owned by cooperatives, other eligible borrowers and its affiliated Associations. The Banks and Associations each have their own board of directors and are not commonly owned. Each Bank and Association manages and controls its own business activities, operations and financial performance. Systemwide Debt Securities are the general unsecured joint and several obligations of the Banks and are not the direct obligations of the Associations. As a result, the capital of the Associations may not be available to support principal or interest payments on Systemwide Debt Securities.

The Banks jointly own the Funding Corporation. The Funding Corporation, as agent for the Banks, issues and markets Systemwide Debt Securities in order to raise funds for the lending activities and operations of the Banks and Associations. The Funding Corporation also provides the Banks with certain consulting, accounting and financial reporting services, including the preparation of the System's Quarterly and Annual Information Statements and the System's combined financial statements contained in those information statements. As the System's financial spokesperson, the Funding Corporation is primarily responsible for financial disclosure and the release of public information concerning the financial condition and performance of the System.

Funding

The System obtains funds for its lending operations primarily from the sale of Systemwide Debt Securities, including the Securities. Each issuance of Systemwide Debt Securities must be approved by the FCA and each Bank's participation is subject to:

- the availability of specified eligible assets (referred to in the Act as "collateral" as described below);
- compliance with the conditions of participation as prescribed in an agreement among the Banks and the Funding Corporation; and
- determinations by the Funding Corporation of the amounts, maturities, rates of interest and terms of each issuance.

The summaries in this Offering Circular of certain provisions of the Act, the Regulations and the Securities do not purport to be complete and are qualified in their entirety by reference to the provisions of the Act and the Regulations.

SYSTEMWIDE DEBT SECURITIES

General

Systemwide Debt Securities, including the Securities, will be issued by us pursuant to authorizing resolutions adopted by the boards of directors of each Bank and under the authority of the Act and the Regulations. Pursuant to the Act, the Banks are jointly and severally liable on the Securities and all other Systemwide Debt Securities. Pursuant to the Regulations, the Securities, as unsecured debt obligations, rank equally with each other and with other unsecured Systemwide Debt Securities.

The Securities are not subject to acceleration prior to maturity in the case of default in the payment of principal or interest on the Securities or other similar event. Certain Securities may be subject to redemption in whole or in part by us prior to maturity as discussed below. The Securities will not be issued under an indenture and no trustee is provided with respect to the Securities.

We may at any time purchase Securities at any price or prices in the open market or otherwise. These Securities may be held, resold or canceled by us.

The outstanding principal amount of any issue of Bonds or Discount Notes may be increased without the consent of any Participant or beneficial owner of the Bonds or Discount Notes by issuing additional Bonds or Discount Notes with the same terms and conditions (other than the Issue Price, the Issue Date and the Settlement Date, which may vary). Bonds or Discount Notes may be reopened one or more times on or following the Issue Date at any time there is a requisite investor demand and the reopening is consistent with the Banks' funding needs. The evaluation of these criteria and, consequently, the decision whether to reopen an issue of Bonds or Discount Notes will be at our sole discretion. There is no assurance that any issue of Bonds or Discount Notes will be reopened, or, if reopened, in what additional principal amounts.

The Securities are not obligations of and are not guaranteed by the United States government. They are solely the joint and several obligation of the Banks.

Insurance Fund

As more fully described in the Information Statements, the timely payment of principal and interest on Systemwide Debt Securities is insured by the Insurance Corporation to the extent provided in the Act. The Insurance Corporation maintains the Insurance Fund for this purpose and for certain other purposes. In the event a Bank is unable to timely pay principal or interest on any insured debt obligation (as defined in the Act) for which that Bank is primarily liable, the Insurance Corporation must expend amounts in the Insurance Fund to the extent available to insure the timely payment of principal and interest on the debt obligation. The provisions of the Act providing for joint and several liability of the Banks on the debt obligation cannot be invoked until all amounts in the Insurance Fund have been exhausted. However, because of other mandatory and discretionary uses of the Insurance Fund, there is no assurance that there will be sufficient funds to pay the principal or interest on the insured debt obligation.

The insurance provided through use of the Insurance Fund is provided solely by the Insurance Corporation and is not an obligation of and is not a guarantee by the United States government.

Joint and Several Liability

The Banks are jointly and severally liable for the payment of principal and interest on Systemwide Debt Securities. If a Bank is unable to pay the principal or interest on a Systemwide Debt Security and if the amounts in the Insurance Fund have been exhausted, the FCA is required to make calls on all non-defaulting Banks to satisfy the liability. These calls would be in the proportion that each non-defaulting Bank's "available collateral" ("available collateral" is collateral in excess of the aggregate of the Bank's "collateralized" obligations) bears to the aggregate available collateral of all non-defaulting Banks. If these calls were not sufficient to satisfy the liability, then a further call would be made in proportion to each non-defaulting Bank's remaining assets. In making a call on non-defaulting Banks with respect to a Systemwide Debt Security issued on behalf of a defaulting Bank, the FCA is required to

appoint the Insurance Corporation as the receiver for the defaulting Bank. The receiver would be required to expeditiously liquidate the Bank.

Collateral

As a condition of a Bank's participation in the issuance of Systemwide Debt Securities, the Bank must have, and at all times thereafter maintain, free from any lien or other pledge, specified eligible assets (referred to in the Act as "collateral") at least equal in value to the total amount of outstanding debt securities of the Bank that are subject to the collateral requirement. These securities include Systemwide Debt Securities for which the Bank is primarily liable and investment bonds or other debt securities that the Bank has issued individually, except for subordinated debt. The collateral must consist of notes and other obligations representing loans or real or personal property acquired in connection with loans made under the authority of the Act (valued in accordance with the Regulations and FCA directives), obligations of the United States or any agency thereof direct or fully guaranteed, other FCA-approved Bank assets, including eligible marketable securities, or cash. These collateral requirements do not provide holders of Systemwide Debt Securities with a security interest in any assets of the Banks. The Banks may in the future issue Systemwide Debt Securities that are secured by specific assets.

While the collateral requirement limits the circumstances under which Systemwide Debt Securities may be issued by the Banks, as described above, unless specifically provided under the terms of a particular issue, Systemwide Debt Securities will not impose any additional limit on other indebtedness or securities that may be incurred or issued by the Banks and will contain no financial or similar restrictions on the Banks.

Status in Liquidation

The Regulations provide that in the event a Bank is placed in liquidation, holders of Systemwide Debt Securities have claims against the Bank's assets, whether or not the holders file individual claims. The claims of these holders are junior to claims related to costs incurred by the receiver in connection with the administration of the receivership, claims for taxes, claims of secured creditors and claims of holders of bonds, including investment bonds, issued by the Bank individually, to the extent the bonds are collateralized in accordance with the requirements of the Act. Further, claims of holders of Systemwide Debt Securities are senior to all claims of general creditors. If particular Systemwide Debt Securities were offered on a secured basis, the holders of these obligations would have the priority accorded secured creditors of the liquidating Bank. To date, we have not issued secured Systemwide Debt Securities.

TERMS AND CONDITIONS OF THE SECURITIES

References in these Terms and Conditions to terms and conditions specified for a particular issue of Securities include references to terms and conditions specified in the applicable Offering Announcement or Term Sheet issued with respect to such issue of Securities.

General

The following terms and conditions apply generally to the Securities. The Offering Announcement or Term Sheet for each issue of Securities will contain the specific information related to that Security and may contain additional or different terms and conditions for that Security. It is important to consider the information in this Offering Circular and the applicable Offering Announcement or Term Sheet in making an investment decision. In the case of any discrepancy between the terms and conditions of a particular Security as described in this Offering Circular and as described in the applicable Offering Announcement or Term Sheet, you should rely on the terms and conditions as described in the Offering Announcement or Term Sheet. If a particular Security is described in both an Offering Announcement and a Term Sheet, the terms and conditions as described in the Term Sheet will take precedence in the event of any discrepancy. Term Sheets will be issued for all Bonds and Retail Bonds. The Term Sheet will be provided to the investor by the Dealer through which the Bond or Retail Bond was purchased or by the Funding Corporation in the case of a Security sold directly by it. Offering Announcements will be issued for Discount Notes. The Offering Announcement will appear on a nationally recognized financial information service (such as Bloomberg). In the case of any discrepancy between the terms and conditions of a Discount Note as described on a nationally recognized financial information service and on any Electronic Order Management System, the terms and conditions as described on the Electronic Order Management System will take precedence.

Bonds and Retail Bonds

Bonds will be issued with Maturity Dates of not less than three months nor more than 30 years from the Issue Date, unless otherwise specified. Retail Bonds will be issued with Maturity Dates of not less than one year nor more than 30 years from the Issue Date, unless

otherwise specified. Currently, there is no maximum aggregate principal amount of Bonds or Retail Bonds the Banks may have outstanding at any one time. We may limit the amount outstanding at any time, subject to the approval of the FCA. If we impose such limits, we will report such limits in a supplement to this Offering Circular. The types of Bonds and Retail Bonds which may be offered are:

- *Fixed-Rate Bonds and Fixed Rate Retail Bonds*
- *Floating-Rate Bonds and Floating Rate Retail Bonds*
- *Zero-Coupon Bonds and Zero-Coupon Retail Bonds*

In addition, we may offer other types of Bonds or Retail Bonds which will be described in supplements to this Offering Circular or in a Term Sheet.

Form and Denomination

Bonds

Bonds will be issued, maintained and transferred on the Fed Book-Entry System as described below under “Book-Entry System – Fed Book-Entry System.” The Bonds will be issued, maintained and transferred only in the following minimum denominations:

- *Fixed-Rate Bonds, Floating-Rate Bonds and Zero-Coupon Bonds* — minimum denominations of \$1,000 and increased in integral multiples of \$1,000.
- *Floating-Rate Bonds and Fixed-Rate Bonds with highly structured feature(s)*(as determined by the Funding Corporation) — minimum denominations of \$100,000 and increased in integral multiples of \$1,000.

Retail Bonds

The Retail Bonds will be issued as book-entry interests in one or more master notes (each a “Master Retail Bond”). Retail Bonds will be issued, maintained and transferred on DTC as described below under “Book-Entry System –DTC Book-Entry System.” A Master Retail Bond will evidence the indebtedness of the Banks under one or more Retail Bond issuances issued or to be issued under the Global Agency Agreement between the Funding Corporation and U.S. Bank National Association (the “Processing Agent”). The terms of each Retail Bond issuance evidenced by a Master Retail Bond shall be identified on the records of the Funding Corporation maintained by the Processing Agent.

Upon issuance, all Retail Bonds having the same Issue Date, Interest Rate, Stated Maturity, CUSIP number and other terms, if any, will be represented by a Master Retail Bond. Master Retail Bonds may be registered for transfer or exchange at the designated office of the Processing Agent. The Processing Agent is acting solely as registrar, transfer agent, issuing and paying agent, and does not assume any obligation or relationship of agency or trust for or with any holder of a Retail Bond, except that any moneys held by the Processing Agent for payment on a Retail Bond shall be held for the benefit of the holder thereof as provided in the Global Agency Agreement between us and the Processing Agent. The transfer or exchange of interests in Master Retail Bonds will be effected as specified in “DTC Book-Entry System” below.

The Retail Bonds will be issued, maintained and transferred only in the following minimum denominations:

- *Fixed-Rate Retail Bonds, Floating-Rate Retail Bonds and Zero-Coupon Retail Bonds* — minimum denominations of \$1,000 and increased in integral multiples of \$1,000.
- *Floating-Rate Retail Bonds and Fixed-Rate Retail Bonds with highly structured feature(s)*(as determined by the Funding Corporation) — minimum denominations of \$100,000 and increased in integral multiples of \$1,000.

Settlement

Settlement of the Bonds and Retail Bonds will occur on the Issue Date or such other date as may be agreed to by us and the Dealer (*i.e.*, the scheduled Settlement Date). Settlement of the Bonds and Retail Bonds will be effected by payment of the Issue Price for the

Bonds or Retail Bonds, as applicable, less the Dealer's underwriting concession, if any. See "Plan of Distribution." The Issue Price of a Bond or Retail Bond will be 100% of its principal amount or such other percentage of the principal amount of the Bond or Retail Bond as is set forth in the applicable Term Sheet. Bonds will be delivered against payment on the Settlement Date in Immediately Available Funds and will be effected only upon our receipt of funds. The Retail Bonds will be delivered against the receipt of Immediately Available Funds and will be effective only upon the completion and authentication of a Master Retail Bond, and the completion of the same day funds settlement procedures with DTC. See "Book-Entry System."

Payment of Principal and Interest

Bonds

General. Payment of the principal and interest on the Bonds will be made on the applicable payment dates to Participants of the Bonds as of the close of the Business Day preceding the payment dates by the credit of the payment amount to the Participants' accounts at the Federal Reserve Banks. The Participant and each other financial intermediary in the chain to the beneficial owner will have the responsibility of remitting payments for the accounts of their customers. See "Fed Book-Entry System – Bonds and Discount Notes" below.

In any case in which an Interest Payment Date, a Redemption Date, the Maturity Date or other payment date for a Bond falls on a day that is not a Business Day, the payment of interest or principal, as the case may be, will be made on the next succeeding Business Day and will be treated as if paid on the originally scheduled date.

Payment of Interest. Payments of interest on the Bonds will be made on the Interest Payment Date(s) as specified in the applicable Term Sheet as follows:

- Generally, interest on Fixed-Rate Bonds with maturities of less than one year will be payable on the Maturity Date of the Bonds. Interest on Fixed-Rate Bonds with maturities of one year or longer generally will be payable semi-annually in arrears on the Interest Payment Dates specified in the Term Sheet for the Bonds and on the Maturity Date. These Bonds will bear interest from and including their Issue Date to but excluding their Maturity Date at an annual fixed interest rate as specified in the applicable Term Sheet. Interest will be computed using a 30/360 Day Count Convention.
- Interest on Floating-Rate Bonds will be payable in arrears on the Interest Payment Dates specified in the applicable Term Sheet for the Bonds and on the Maturity Date. These Bonds will bear interest from and including their Issue Date to but excluding their Maturity Date based on their Reference Rate or formula as specified in the applicable Term Sheet. Interest will be computed as discussed below with respect to each type of Floating-Rate Bond.
- Zero-Coupon Bonds will be sold at a discount from the amount to be paid at maturity with no periodic payments of interest.

Interest payments on the Bonds will include interest accrued from and including the Issue Date or the most recent Interest Payment Date to or for which interest has been paid or duly provided, to but excluding the next succeeding Interest Payment Date.

Payment of Principal. The outstanding principal amount of each Bond, together with interest accrued and unpaid thereon, will be paid on the Maturity Date, unless designated as Redeemable Bonds or Optional Principal Redemption Bonds. All of the principal amount of Redeemable Bonds and all or a portion of the principal amount of Optional Principal Redemption Bonds may be paid prior to the Maturity Date at our option or as otherwise specified in the Term Sheet in accordance with the terms and conditions of the Bonds.

Retail Bonds

General. Payment of the principal and interest on the Retail Bonds will be made on the applicable payment dates through the Processing Agent to DTC in accordance with DTC's procedures. Payments of principal and interest will be payable to the holder in whose name a Retail Bond is registered at the close of business on the Business Day prior to the Interest Payment Date, such date is the "Record Date." DTC will be responsible for crediting the payment to the accounts of the appropriate DTC participants in accordance with its normal procedures. Each DTC participant and each other financial intermediary in the chain to the beneficial owner will be responsible for remitting payments to the beneficial owner. See "DTC Book-Entry System- Retail Bonds" below.

If the Interest Payment Date, a Redemption Date, the Maturity Date or any other payment date for a Retail Bond falls on a day that is not a Business Day, the payment of interest or principal, as the case may be, will be made on the next succeeding Business Day and will be treated as if paid on the originally scheduled date.

Payment of Interest. The Interest Payment Dates for a Retail Bond, other than a Zero-Coupon Retail Bond, will be as follows:

<u>Interest Payments</u>	<u>Interest Payment Dates</u>
Monthly	Typically on the fifteenth calendar day of each month, commencing in the first succeeding calendar month following the month in which the Retail Bond is issued.
Quarterly	Typically on the fifteenth calendar day of every third month, commencing in the third succeeding month following the month in which the Retail Bond is issued.
Semi-annual	Typically on the fifteenth calendar day of every sixth month, commencing in the sixth succeeding month following the month in which the Retail Bond is issued.
Annual	Typically on the fifteenth calendar day of every twelfth month, commencing in the twelfth succeeding month following the month in which the Retail Bond is issued.

Interest payments on the Retail Bonds will include interest accrued from and including the Issue Date or the most recent Interest Payment Date to or for which interest has been paid or duly provided, to but excluding the next succeeding Interest Payment Date.

Payment of Principal. The outstanding principal amount of each Retail Bond, together with interest accrued and unpaid thereon, will be paid on the Maturity Date, unless such Retail Bond is designated as a Redeemable Retail Bond or is repaid in accordance with the exercise of the Survivor's Option (as described below in "Repayment Upon Death – Retail Bonds"). All of the principal amount of Redeemable Retail Bonds and all or a portion of the principal amount of a Retail Bonds repaid in accordance with the exercise of the Survivor's Option may be paid prior to the Maturity Date at our option or as otherwise specified in the Term Sheet in accordance with the terms and conditions of the Retail Bond.

Interest Rates

Bonds and Retail Bonds may be offered with interest payable at fixed rates (Fixed-Rate Bonds and Retail Bonds), with interest payable at floating rates (Floating-Rate Bonds and Retail Bonds) or with no periodic interest payments (Zero-Coupon Bonds and Retail Bonds). The floating rate of interest will be calculated pursuant to the Reference Rates set forth below unless otherwise agreed to by us and the Dealer.

Fixed-Rate Bonds and Retail Bonds. The fixed rate of interest will be as specified in the applicable Term Sheet. There may be one fixed rate of interest for the life of the Bond or Retail Bond or there may be more than one fixed rate of interest, each for a specified period during the life of the Bond or Retail Bond, but in no event will there be more than one fixed rate of interest in effect for a specific Interest Period. Bonds or Retail Bond for which there is more than one fixed rate of interest will be designated as "Step Rate Bonds" in the Term Sheet relating to the Bonds or Retail Bonds.

Floating-Rate Bonds and Retail Bonds. The floating rate of interest will be determined by reference to a specified index rate (a Reference Rate) or to an interest rate formula based on one or more of the following Reference Rates, as specified in the applicable Term Sheet:

- the Designated Maturity rate for U.S. Treasury Notes ("Treasury Rate");
- the London Interbank Offered Rate ("LIBOR");
- the Federal Funds effective rate ("Federal Funds Effective Rate");
- the U.S. Treasury Bill rate ("T-Bill Rate"); and
- the prevailing commercial banking industry prime loan rate ("Prime Rate").

A floating rate of interest based on a Reference Rate that is not described in the Reference Rates Supplement which is attached to and a part of this Offering Circular will be described in a supplement to this Offering Circular or in the Term Sheet relating to that Bond or Retail Bond.

The applicable Term Sheet will also indicate any Spread. In addition, Floating-Rate Bonds and Floating-Rate Retail Bonds may have a maximum and/or minimum rate of interest which may accrue and be payable for the relevant Interest Period(s). Floating-Rate Bonds and Floating-Rate Retail Bonds will not accrue interest at a negative rate. Accordingly, all such Floating-Rate Bonds and Floating-Rate Retail Bonds have a minimum interest rate limitation of 0%.

Adjustments. Any adjustment to the rate of interest on a Floating-Rate Bond on a Reset Date will be effective as of that Reset Date to but excluding the next Reset Date, except that during the Rate Cut-Off Period the rate of interest will be the rate in effect on the relevant Calculation Date. Amounts to be paid on an Interest Payment Date, a Redemption Date or the Maturity Date will be calculated on the Calculation Date.

Accrued Interest Calculation. The accrued interest for all Bonds or Retail Bond will be calculated by multiplying the principal amount of the Bond or Retail Bond by an accrued interest factor.

An Actual/Actual Day Count Convention will be used to calculate the accrued interest factor on any day for a Bond or Retail Bond by:

- (1) determining the interest rate applicable to each day on which the Bond or Retail Bond has been outstanding during the period from and including the later of the Issue Date or the last date to or for which interest has been paid or duly provided, to but excluding the date as of which the accrued interest factor is being computed;
- (2) calculating for each such day the quotient equal to (A) the interest rate applicable to such day divided by (B) the number of days in the calendar year in which such day falls; and
- (3) determining the sum of the quotients calculated pursuant to clause (2) above.

An Actual/360 Day Count Convention will be used to calculate the accrued interest factor on any day for a Bond or Retail Bond by:

- (1) adding the interest rates applicable to each day on which the Bond or Retail Bond has been outstanding during the period from and including the later of the Issue Date or the last date to or for which interest has been paid or duly provided, to but excluding the date as of which the accrued interest factor is being computed; and
- (2) dividing the sum by 360.

A 30/360 Day Count Convention will be used to calculate the accrued interest factor on any day for a Bond or Retail Bond by:

- (1) adding the interest rates applicable to each day on which the Bond or Retail Bond has been outstanding during the period from and including the later of the Issue Date or the last date to or for which interest has been paid or duly provided, to but excluding the date as of which the accrued interest factor is being computed (it being understood that for purposes of this calculation all months consist of 30 days); and
- (2) dividing the sum by 360.

Where to Obtain Current Rate of Interest. Information concerning the current rate of interest on a Floating-Rate Bond and the relevant accrued interest factor is available by calling the Funding Corporation's Securities Operations Division at (201) 200-8000; this information is also available on the Funding Corporation's website at www.farmcreditfunding.com.

Redemption

The Bonds and Retail Bonds will not be subject to redemption prior to maturity, unless designated as Redeemable Bonds or Redeemable Retail Bonds or Optional Principal Redemption Bonds or Optional Principal Redemption Retail Bonds. Neither Bonds or Retail Bonds will be subject to any sinking fund.

Redeemable Bonds and Redeemable Retail Bonds may be redeemed (called), at our option, in whole, on any day as specified in the applicable Term Sheet. Generally, the redemption price will be 100% of the principal amount and the redemption payment will be in addition to the interest due on the Redemption Date.

Optional Principal Redemption Bonds may be redeemed (called), at our option, in whole or in part, on any day or days as specified in the applicable Term Sheet. In the event of a partial redemption, a pro rata portion of the then outstanding principal amount will be redeemed. Unless otherwise specified in the Term Sheet, generally, the redemption price will be 100% of the principal amount to be redeemed. The redemption payment, which will be in addition to the interest due on the Redemption Date, will be derived by multiplying:

- (1) the principal amount outstanding prior to the first call by
- (2) the difference between the Current Factor in effect prior to the redemption and the Current Factor in effect following the redemption.

A notice of redemption generally will be published not less than five Business Days prior to any Redemption Date through at least one nationally recognized financial information service (such as Bloomberg) which disseminates redemption information with respect to securities (“Notice”). We will also notify the FRBNY and request that the FRBNY cause the Notice to be broadcast prior to the Redemption Date through its communication system (www.frb services.org). In addition, the Notice will be posted on the Funding Corporation’s website. Failure to give any Notice, or any defect therein, will not affect the validity of the redemption or any proceeding related to the redemption. The Notice will include the Redemption Date, the redemption price and, if any, the Current Factor then in effect and the Current Factor to be in effect immediately following the redemption.

We may at any time purchase Bonds and Retail Bonds at any price or prices in the open market or otherwise. Such Bonds and Retail Bonds may be held, resold or cancelled by us.

Repayment Upon Death – Retail Bonds

General

Pursuant to the exercise of the Survivor’s Option (as defined below) if applicable, we will repay any Retail Bond (or a portion thereof) properly requested for repayment by or on behalf of the person that has authority to act on behalf of the deceased owner of the beneficial interest in such Retail Bond under the laws of the appropriate jurisdiction including, without limitation, the Survivor Representative, as defined below, at a price equal to 100% of the principal amount of the beneficial interest of the deceased owner in such Retail Bond plus accrued and unpaid interest to the date of such repayment (or at a price equal to the accreted face amount for original issue discount securities on the repayment date).

Limitations and Restrictions on the Survivor’s Option

If the applicable Term Sheet for a particular Retail Bond so states, the Survivor Representative, as defined below, of that Retail Bond will have the right to require us to repay such Retail Bond prior to its Maturity Date upon the death of its beneficial owner under the procedures and restrictions described herein. Thereafter, we will repay any Retail Bond (or portion thereof) properly requested to be repaid by or on behalf of the person with authority to act on behalf of the deceased owner of the beneficial interest in such Retail Bond under the laws of the appropriate jurisdiction (including, without limitation, the personal representative, executor, surviving joint tenant or surviving tenant by the entirety of such deceased beneficial owner) (the “Survivor Representative”) at a price equal to 100% of the principal amount of such beneficial interest plus accrued and unpaid interest to the date of such repayment, subject to certain limitations as described below. We call this right the “Survivor’s Option.”

Upon exercise of the Survivor’s Option, we will, at our option, either repay or purchase the related Retail Bond properly requested for repayment by or on behalf of the Survivor Representative at a price equal to the sum of:

- 100% of the principal amount of such Retail Bond (or, for Zero-Coupon Retail Bonds, the accreted face amount), and
- accrued and unpaid interest, if any, to the date of such repayment.

The following limitations will apply:

The Survivor's Option may be exercised so long as the notes were acquired by the deceased beneficial owner at least 12 months prior to the date on which the repayment request is made (the "Hold Period"). In addition, we may limit the aggregate principal amount of Retail Bonds as to which the Survivor's Option may be exercised as follows:

- In any calendar year, we may limit the aggregate principal amount to the greater of 1% of the outstanding aggregate principal amount of Retail Bonds as of December 31 of the most recently completed year or \$1,000,000. We call this limitation the "Annual Aggregate Survivor's Option Limitation."
- For any individual deceased beneficial owner of Retail Bonds, we may limit the aggregate principal amount to \$200,000 for any calendar year. We call this limitation the "Individual Survivor's Option Limitation."

We will not make principal repayments pursuant to the exercise of the Survivor's Option in amounts that are less than \$1,000. If the limitations described above would result in the partial repayment of any Retail Bond, the principal amount of the Retail Bond remaining outstanding after repayment must be at least \$1,000.

Each Retail Bond repayment request made pursuant to a valid exercise of the Survivor's Option will be accepted promptly in the order all such repayment requests are made, unless the acceptance of that repayment request would contravene the Annual Aggregate Survivor's Option Limitation or the Individual Survivor's Option Limitation. If, as of the end of any calendar year, the aggregate principal amount of Retail Bonds that have been accepted pursuant to exercise of the Survivor's Option during that year has not exceeded the Annual Aggregate Survivor's Option Limitation for that year, any Retail Bonds not accepted during that calendar year because of the Individual Survivor's Option Limitation will be accepted in the order all such Retail Bond repayment requests were made, to the extent that any such acceptance would not trigger the Annual Aggregate Survivor's Option Limitation for such calendar year. If any portion of the repayment request exceeds the permissible Annual Aggregate Survivor's Option Limitation for the calendar year, the remainder of that repayment will be made on the next available Interest Payment Date of the following calendar year, subject to that calendar year's Annual Aggregate Survivor's Option Limitation.

Repayment Procedures

We will make repayments on any Retail Bonds accepted for repayment pursuant to the exercise of the Survivor's Option. Any Retail Bond accepted for repayment pursuant to the exercise of the Survivor's Option will be repaid on the next applicable scheduled Interest Payment Date as set forth in the applicable Term Sheet, provided however that such repayment will occur at least 20 calendar days after the date of acceptance. For example, on a Retail Bond which pays quarterly in January, April, July and October, if the acceptance date for a request for repayment made pursuant to the Survivor's Option were February 1, 2011, we would be obligated to repay those Retail Bonds on April 15, 2011. However, if the acceptance date were April 1, 2011, we would be obligated to repay those Retail Bonds on July 15, 2011. If any date on which a Retail Bond is to be repaid is not a Business Day, payment will be made on the next succeeding Business Day, and no interest on such payment shall accrue for the period from such repayment date to the actual date of payment. Each request for repayment that is not accepted in any calendar year due to the application of the Annual Aggregate Survivor's Option Limitation will be deemed to be accepted in the following calendar year in the order in which all such repayment requests were originally accepted, unless any such Retail Bond is withdrawn by the representative for the deceased beneficial owner prior to its repayment. Other than as described in the immediately preceding sentence, a request for repayment made upon exercise of the Survivor's Option may not be withdrawn. In the event that a request for repayment pursuant to valid exercise of the Survivor's Option is not accepted, the Processing Agent will deliver a notice by first-class mail to the Survivor Representative that states the reason that the Retail Bond has not been accepted for repayment. Following receipt of such notice from the Processing Agent, the Survivor Representative may withdraw any such request and the exercise of the Survivor's Option, provided however that such withdrawal is not within 20 Business Days of the next scheduled Interest Payment Date.

Subject to the Annual Aggregate Survivor's Option Limitation and the Individual Survivor's Option Limitation, all questions as to the eligibility or validity of any exercise of the Survivor's Option will be determined by us, either directly or through the Processing Agent.

The death of a person owning a Retail Bond in joint tenancy or tenancy by the entirety will be deemed the death of the beneficial owner of the Retail Bond, and the entire principal amount of the Retail Bond so held will be subject to the Survivor's Option. The death of a person owning a Retail Bond by tenancy in common will be deemed the death of the beneficial owner of a Retail Bond only with respect to the deceased holder's interest in the Retail Bond so held by tenancy in common. However, if a Retail Bond is held by spouses as tenants in common, the death of either will be deemed the death of the beneficial owner of the Retail Bond, and the entire

principal amount of the Retail Bond so held will be subject to the Survivor's Option. The death of a person who, during his or her lifetime, was entitled to substantially all of the beneficial interests of ownership of a Retail Bond will be deemed the death of the beneficial owner for purposes of the Survivor's Option, regardless of the holder, if such beneficial interest can be established to the satisfaction of us, acting either directly or through the Processing Agent. Such beneficial interest will be deemed to exist in typical cases of nominee ownership, ownership under the Uniform Gifts to Minors Act, community property or other joint ownership arrangements between spouses and trust arrangements where one person has substantially all of the beneficial ownership interest in the Retail Bond during his or her lifetime.

Subject to the foregoing, in order to validly exercise a Survivor's Option, the Survivor Representative must make a request for repayment through an appropriate financial institution ("Financial Institution"). The request must include the following:

- a written request for repayment signed by the Survivor Representative, with a medallion signature guaranteed by a member firm of a registered national securities exchange or of the Financial Industry Regulatory Authority or a commercial bank or trust company having an office or correspondent in the United States;
- appropriate evidence that (1) the Survivor Representative has authority to act on behalf of the deceased beneficial owner; (2) the death of such beneficial owner has occurred; (3) the deceased was the beneficial owner of the Retail Bond at the time of death; and (4) the Retail Bond had been held for the applicable Hold Period;
- if applicable, a properly executed assignment or endorsement; and
- if the beneficial interest in the Retail Bond is held by a nominee of the deceased beneficial owner, a certificate from such nominee attesting to the deceased's ownership of a beneficial interest in the Retail Bond.

The DTC participant will be responsible for disbursing any payments it receives pursuant to exercise of the Survivor's Option to the appropriate representative. See "Book-Entry System" below.

Attached as Annex A to this Offering Circular are the forms to be used by a Survivor Representative's Financial Institution to exercise the Survivor's Option on behalf of a deceased beneficial owner of a Retail Bond. In addition, a representative may obtain these forms by contacting U.S. Bank Corporate Trust Services as described in Annex A.

Tax Treatment

Please see the discussions under "United States Owners – Disposition or Retirement of Debt Securities" and "Non-United States Owners – In General" for a discussion of certain federal income tax consequences of a repayment of the Retail Bonds pursuant to the exercise of a Survivor's Option.

Eligibility for Stripping

Certain issues of specified Bonds ("Eligible Bonds") will be eligible to be separated (stripped) into their separate Interest Components and Principal Components on the Fed Book-Entry System. The components of an Eligible Bond are (i) each future interest payment due on or prior to the Maturity Date (each an "Interest Component") and (ii) the principal payment (the "Principal Component"). The initial or final interest payment on an Eligible Bond, however, cannot be separated into an Interest Component if the applicable Interest Period is shorter or longer than the other Interest Periods, using a 30/360 Day Count Convention. If the initial Interest Period is shorter or longer, an Eligible Bond will not be eligible for stripping until after the interest payment is made. If the final Interest Period is shorter or longer, the final interest payment will remain with the Principal Component. Each Interest Component and Principal Component (each a "Component") will be assigned a CUSIP number.

An issue of Bonds that is capable of being stripped on the Fed Book-Entry System may be specified as eligible to be stripped into Components either at the time of original issuance of the Bonds or at any time thereafter until the Cut-off Date. We are under no obligation, however, to specify any issue of Bonds as Eligible Bonds.

For an Eligible Bond to be stripped into Components, the principal amount of the portion of the Eligible Bond to be stripped must be an amount that, based on the stated interest rate of the Eligible Bond, will produce an interest payment of \$1,000 or an integral multiple thereof on each Interest Payment Date for the Eligible Bond. The minimum principal amount required to strip an Eligible Bond currently may be obtained by calling the Funding Corporation's Securities Operations Division at (201) 200-8000; this

information is also available on the Funding Corporation's website at www.farmcreditfunding.com. The minimum principal amount required to strip a Bond that is eligible to be stripped upon original issuance generally will be disclosed in the applicable Term Sheet.

In some cases, certain Interest Components of two or more issues of Eligible Bonds may be due on the same day. These Interest Components may have the same or different CUSIP numbers. It currently is expected that most Interest Components due on the same day (regardless of Eligible Bond issue) will have the same CUSIP number. However, we may specify Interest Components from an issue of Eligible Bonds to receive CUSIP numbers different than the CUSIP numbers of Interest Components due on the same day from one or more other issues of Eligible Bonds. We also may specify at any time that any or all Interest Components of issues of Eligible Bonds originally issued on or after a specified time will have CUSIP numbers different than Interest Components of issues of Eligible Bonds originally issued prior to such time.

A Participant of an Eligible Bond currently may request that the Eligible Bond be separated into its Components at any time from the date it becomes eligible to be stripped until but not including the Cut-off Date, subject to the long and short Interest Period requirements discussed above. The Participant must make a request for separation to the FRBNY and comply with any requirements and procedures, including payment of applicable fees, if any, of the FRBNY in effect at that time. Any Bond that has been specified as an Eligible Bond may not be stripped any earlier than the Business Day following the Settlement Date, also subject to the long and short Interest Period requirements discussed above.

The Components will be maintained and transferred on the Fed Book-Entry System in integral multiples of \$1,000. Payments on Components will be made in U.S. dollars on the applicable payment dates as of the close of the Business Day preceding the payment dates by credit of the payment amount to the account at the Federal Reserve Bank of the Participants whose names appear on the book-entry records of the Federal Reserve Banks as the entities to whose account the Components have been deposited ("Component Participants").

If any modification, amendment or supplement of the terms and conditions of an issue of Eligible Bonds requires any consent of Participants, the consent with respect to Eligible Bonds which have been stripped is to be provided by the Component Participants of Principal Components, and Component Participants of Interest Components will have no right to give or withhold such consent; provided, however, that Component Participants of an Interest Component will have the right to give or withhold consent to any modification, amendment or supplement which would change the due date of the installment of interest relating to that Interest Component or would result in the material modification of the rate of interest represented by that Interest Component. See "Modifications and Amendments."

Currently, at the request of a Component Participant holding a Principal Component and all applicable unmatured Interest Components and on the Component Participant's payment of any applicable fees, the FRBNY will restore (reconstitute) the Principal Components of a stripped Bond and the applicable unmatured Interest Components (all in appropriate amounts) to the Eligible Bond in fully constituted form. Generally, for purposes of reconstituting an Eligible Bond, the Principal Component of an issue of Eligible Bonds may be combined with either Interest Components of such issue or Interest Components, if any, from other issues of Eligible Bonds that have the same CUSIP numbers as the unmatured Interest Components of the issue. Component Participants wishing to reconstitute Components into an Eligible Bond also must comply with all applicable requirements and procedures of the FRBNY relating to the stripping and reconstitution of securities.

The preceding discussion is based on our understanding of the manner in which the FRBNY currently strips and reconstitutes eligible securities on the Fed Book-Entry System. The FRBNY may cease stripping or reconstituting Eligible Bonds or may change the manner in which this is done or the requirements, procedures or charges therefor at any time without notice to or the consent of any Participant of Eligible Bonds.

Discount Notes

Discount Notes will generally be offered each Business Day. Currently, the maximum aggregate par amount of Discount Notes that we may have outstanding at any one time is \$60 billion, which can be changed at any time, subject to the approval of the FCA. Discount Notes will be issued with Maturity Dates of one to 365 days from the Issue Date. Discount Notes will be offered at a discount from the amount to be paid at maturity with no periodic payments of interest. Discount Notes will not be subject to redemption prior to maturity.

We will establish the Maturity Date, Posted Rate and other terms and conditions with respect to a particular issue of Discount Notes. This information will be set forth in the applicable Offering Announcement, which will be available through one or more Discount Note Dealers or Designated Dealers or through a nationally recognized financial information service.

Discount Notes will be sold on a discounted basis. The Issue Price will be derived from the formula below:

$$\left(1 - \left(\frac{\text{Posted Rate} \times \text{Settlement Date to Maturity Date}}{360 \text{ days}} \right) \right) \times 100$$

The Posted Rate for each issue of Discount Notes will generally be posted by 9:00 a.m. each Business Day on at least one nationally recognized financial information service that disseminates pricing information with respect to discount notes. Discount Notes to be offered for a Trade Date will be posted prior to the close of business on the Business Day prior to the Trade Date.

Form and Denomination

Discount Notes will be issued, maintained and transferred on the Fed Book-Entry System, as described below under “Book-Entry System.” Discount Notes will be issued, maintained and transferred in minimum par amounts of \$1,000 and integral multiples of \$1,000 in excess thereof.

Settlement

Generally, the Issue Date and the Settlement Date of a Discount Note is the Trade Date of the Discount Note. From time to time we may sell Discount Notes whose Settlement Date may differ from the Trade Date. Discount Notes will be delivered against payment of the Issue Price less the underwriting concession, if any, due to the Discount Note Dealer on the Settlement Date in Immediately Available Funds and will be effected only upon our receipt of funds. See “Plan of Distribution” and “Book-Entry System.”

Payment of Par Amount

Payment of the par amount on the Discount Notes will be paid on the applicable Maturity Date to Participants of the Discount Notes as of the close of business on the Business Day immediately preceding the Maturity Date by the credit of the payment to the Participants’ accounts at the Federal Reserve Banks. The Participant and each other financial intermediary in the chain to the beneficial owner will have the responsibility of remitting payments for the accounts of their customers.

In any case in which the Maturity Date is not a Business Day, payment of the par amount will be made on the next succeeding Business Day and will be treated as if paid on the scheduled Maturity Date.

Calculations

Unless noted otherwise, for purposes of any calculations referred to in this Offering Circular and any applicable Offering Announcement or Term Sheet:

Rate of Interest

All percentages resulting from any calculations will be truncated, if necessary, at the seventh decimal place, e.g., 9.12345678% (or 0.0912345678) truncated to 9.1234567% (or 0.091234567), and rounded, if necessary, to the sixth decimal place, e.g., 9.1234567% (or 0.091234567) rounded up to 9.123457% (or 0.09123457) and 9.1234561% (or 0.091234561) being rounded down to 9.123456% (or 0.09123456).

Price

All percentages resulting from any calculations will be truncated, if necessary, at the seventh decimal place, e.g., 99.12345678% (or 0.9912345678) truncated to 99.1234567% (or 0.991234567) and rounded, if necessary, to the sixth decimal place, e.g., 99.1234567% (or 0.991234567) rounded up to 99.123457% (or 0.99123457) and 99.1234561% (or 0.991234561) being rounded down to 99.123456% (or 0.99123456).

Dollar

All U.S. dollar amounts used in or resulting from any calculations will be rounded to the nearest cent (with one-half cent being rounded up).

MODIFICATIONS AND AMENDMENTS

We may modify, amend or supplement the terms and conditions of any issue of Securities in a supplement to this Offering Circular, in the applicable Offering Announcement or Term Sheet, through a notice broadcasted over the FRBNY communication system or a nationally recognized financial news service, or may direct a Dealer to modify, amend or supplement these documents, without the consent of any Participant, Holders, Direct Participant or beneficial owner of any Security:

- for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision in the terms and conditions of the Securities as described in this Offering Circular or any supplement to this Offering Circular, the applicable Offering Announcement or Term Sheet;
- for the purpose of conforming the terms and conditions of a Security to, or curing any ambiguity or discrepancy resulting from any changes in, the laws and regulations applicable to the Securities or the Fiscal Agency Agreement;
- for the purpose of increasing the principal amount of the issue of Securities; or
- in any manner that we may determine and that will not adversely affect in any material respect the interests of the Participants, Holders, Direct Participants or beneficial owners of the Securities at the time of the modification, amendment or supplement.

Notice of any such modification, amendment or supplement will also be available on the Funding Corporation's website at www.farmcreditfunding.com.

In addition, with the written consent of the Participants or Holders of at least a majority of the then aggregate outstanding principal amount of an issue of Securities, we may modify, amend or supplement the terms and conditions of an issue of Securities for any purpose other than as described above in this section, including, but not limited to, adding any provisions to or changing in any manner or eliminating any provisions of those Securities or modifying in any manner the rights of the Participants or Holders. However, the modification, amendment or supplement may not, without the written consent of the Participants or Holders of the principal amount of that Security:

- change the Maturity Date of, or the due date of any installment of interest on, that Security;
- materially modify the redemption provisions, if any, relating to the redemption price of, or any redemption date or period for, that Security;
- reduce the principal amount of, or materially modify the rate of interest or the calculation of the rate of interest on, that Security; or
- reduce the percentage of the then aggregate outstanding principal amount of the same issue of Securities necessary to consent to the modification, amendment or supplement of the related terms and conditions.

The form of any proposed amendment, modification or supplement does not need to be approved by the Participants or Holders so long as the substance of the proposed amendment, modification or supplement conforms to the consent provided by the Participants or Holders.

Any instrument given by or on behalf of any Participant or Holder of a Security in connection with any consent to any modification, amendment or supplement will be irrevocable once given and will be conclusive and binding on all subsequent Participants or Holders of that Security. Any modification, amendment or supplement of the terms and conditions of the Securities will be conclusive and binding on all Participants or Holders of the Securities subject to that modification, amendment or supplement, whether or not they have given consent.

Any change from the terms and conditions of the Securities set forth in this Offering Circular will be set forth in a supplement, an Offering Announcement or a Term Sheet relating to a particular issue of Securities.

BOOK-ENTRY SYSTEM

Fed Book-Entry System -- Bonds and Discount Notes

Bonds and Discount Notes will be issued, maintained and transferred on the Fed Book-Entry System. The Bonds and Discount Notes will be issued pursuant to the Fiscal Agency Agreement with the FRBNY, as fiscal agent. The summaries in this Offering Circular of certain provisions of the Fiscal Agency Agreement do not purport to be complete and are qualified in their entirety by the provisions of the Fiscal Agency Agreement, copies of which may be examined at the office of the FRBNY (33 Liberty Street, New York, New York 10045) or the Funding Corporation. The Fiscal Agency Agreement makes generally applicable to the Bonds and Discount Notes the following regulations and other documents that govern transactions in Systemwide Debt Securities issued in book-entry form for which the Federal Reserve Banks act as the Banks' fiscal agent:

- the Farm Credit Securities Regulations;
- the applicable operating circulars or letters of the Federal Reserve Banks; and
- the Treasury Securities Regulations, insofar as applicable.

The accounts of Participants on the Fed Book-Entry System are governed by the foregoing. Copies of the Farm Credit Securities Regulations may be obtained on request from the Funding Corporation and copies of the Treasury Securities Regulations may be obtained on request from any Federal Reserve Bank, the Treasury Department or the Funding Corporation.

The Bonds and Discount Notes will be evidenced by means of entries on a Federal Reserve Bank's records of:

- the name of the Participant;
- the Participant's employer identification number, when appropriate; and
- the amount, Maturity Date and CUSIP number.

It is expected each issue of Bonds and Discount Notes will be available in book-entry form on the Fed Book-Entry System on the Settlement Date for the issue against payment in Immediately Available Funds. The Federal Reserve Banks will maintain book-entry accounts with respect to the Bonds and Discount Notes and make payments, on behalf of the Banks, of principal and interest on the Bonds and the par amount of Discount Notes on the applicable payment dates by crediting Participants' accounts at the Federal Reserve Banks. Payment of principal of and interest on the Bonds and the par amount of the Discount Notes does not require the presentation of a coupon or certificate. The book-entry records of the Federal Reserve Banks will reflect a Participant's aggregate holdings of the Bonds and Discount Notes.

The Bonds and Discount Notes may be held of record only by and transferred of record only between entities eligible to maintain book-entry accounts with the Federal Reserve Banks. Entities whose names appear on the book-entry records of a Federal Reserve Bank as the entities for whose accounts the Bonds and Discount Notes have been deposited are referred to in this Offering Circular as "Participants." A Participant is not necessarily the investor who is the beneficial owner of a Security. Beneficial owners will ordinarily hold the Bonds and Discount Notes through one or more Securities Intermediaries. Beneficial owners generally receive a custody receipt from their bank or non-bank dealer instead of receiving a bond, debenture or other certificate evidencing indebtedness of the Banks. Investors may choose as custodian a bank or other financial institution that maintains book-entry accounts with a member of the Federal Reserve System.

A Participant that is not the beneficial owner of a Bond or Discount Note, and each other Securities Intermediary in the chain to the beneficial owner, will have the responsibility of establishing and maintaining accounts for their respective customers. The rights of the beneficial owner of a Security with respect to the Banks and the Federal Reserve Banks may be exercised only through the Participant that holds the Security. The Banks and the Federal Reserve Banks will have no direct obligation to a beneficial owner of a Security that is not also a Participant. The Federal Reserve Banks will act only on the instructions of Participants in recording transfers of the

Bonds and Discount Notes. The Banks and the Federal Reserve Banks may treat the Participants as the absolute owners of the Bonds and Discount Notes for the purpose of making payments of principal and interest on the Bonds and the par amount of Discount Notes and for all other purposes.

Information and trading with respect to any Bonds and Discount Notes for which a face amount (*i.e.*, in the case of Bonds, the original principal amount and in the case of Discount Notes, the par amount) has been designated will be with reference to the face amount.

DTC Book-Entry System – Retail Bonds

Each Master Retail Bond will be deposited with or on behalf of DTC and registered in the name of DTC's nominee. Except as described below in "Plan of Distribution", Master Retail Bonds may be transferred, in whole and not in part, only by DTC to a nominee of DTC or by a nominee of DTC to DTC or another nominee of DTC. Accordingly, so long as DTC or its nominee is the registered owner of any Master Retail Bond as appears in the register of any Master Retail Bond deposited with or held on behalf of DTC (or any nominee of DTC), DTC or its nominee will be considered the sole holder of the Retail Bond for all purposes (the "Holder(s)"). The rights of the beneficial owner of a Retail Bond with respect to the Banks may be exercised only through the DTC Direct Participant that holds the Retail Bond through DTC. Owners of beneficial interests in a Master Retail Bond are not the owners or Holders of that Master Retail Bond. Accordingly, any beneficial owner must rely on the procedures of DTC or on the procedures of the participant through which the beneficial owner owns its interests, to exercise any rights of a Holder of the Retail Bond.

DTC has advised us as follows: DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds securities that its participants deposit with DTC. DTC also facilitates the settlement among DTC participants ("Direct Participants") of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Direct Participants' accounts, eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of the Depository Trust & Clearing Corporation. Access to DTC's system is also available to others such as securities brokers and dealers, banks and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly, which DTC refers to as "Indirect Participants."

We understand that, if we request any action of Holders or if beneficial owners desire to take any action that a Holder is entitled to take, DTC or its nominee, as the Holder of the Master Retail Bond, would authorize the Direct Participants through which the relevant beneficial interests are held to take the action. The Direct participants in turn would authorize beneficial owners owning through the Direct Participants to take the relevant action, in each case in accordance with the rules and procedures of DTC.

Purchases of interests in the Retail Bonds under DTC's system must be made by or through DTC Direct Participants, which will receive a credit for such Retail Bonds on Direct and Indirect Participant's records. The ownership interest of each beneficial owner is in turn to be recorded on DTC's Participants' records. Beneficial owners will not receive confirmation from DTC of their purchase, but beneficial owners are expected to receive confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the beneficial owner entered into the transaction. Transfers of ownership interests in the Master Retail Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of beneficial owners. Beneficial owners will not receive certificates representing their ownership interests in the Master Retail Bonds.

To facilitate subsequent transfers, all Master Retail Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of Master Retail Bonds with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual beneficial owners of the interests in the Master Retail Bonds; DTC's records reflect only the identity of Direct Participants to whose accounts interests in the Master Retail Bonds are credited, which may or may not be the beneficial owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers. The ability of a beneficial owner to pledge its interest in the Master Retail Bonds to persons or entities that do not participate in DTC, or otherwise take actions in respect of that interest, may be limited by the lack of a definitive certificate. If the laws of a jurisdiction require that certain purchasers of securities take physical delivery of their securities in definitive form, this also may impair your ability to transfer beneficial interests in a Master Retail Bond.

Conveyance of notices and other communications by DTC to its participants, by Direct Participants to Indirect Participants, and by Direct and Indirect Participants to beneficial owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Principal and interest payments on the Master Retail Bonds relating to particular issuances of Retail Bonds will be made to DTC. DTC will then credit Direct Participants' accounts on the payment date in accordance with their respective holdings shown on DTC's records. The Banks may deem and treat the Holder of a Master Retail Bond as the absolute owner of such Master Retail Bond, for the purposes of receiving payments of the principal of and interest, if any, on such Master Retail Bond and for all other purposes whatsoever. Payments by Direct and Indirect Participants to beneficial owners will be governed by standing instructions and customary practices, and will be the responsibility of such Direct and Indirect Participant and not of DTC, the Processing Agent or us, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is our responsibility acting directly or through the Processing Agent. Disbursement of such payments to Direct Participants is the responsibility of DTC. Disbursement of such payments to the beneficial owners is the responsibility of Direct and Indirect Participants.

The information in this section concerning DTC and the DTC book-entry system has been obtained from sources that we believe to be reliable, but we take no responsibility for its accuracy.

GOVERNING LAW

The Securities are governed by and construed in accordance with the federal laws of the United States of America and, to the extent of the absence of controlling federal law, in accordance with the laws of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction, unless otherwise provided under the terms and conditions of a particular issue of Securities.

USE OF PROCEEDS

The Banks will use the net proceeds from sales of the Securities to fund their loan and investment portfolios (which primarily include loans to their affiliated Associations), to meet maturing debt obligations and for other corporate purposes. The Banks anticipate additional financing, including financing through various types of debt securities, will be required from time to time. The amount and nature of the financings depend on a number of factors, including the volume of the Banks' maturing debt obligations, the volume of loans made by and repaid to System institutions and general market conditions.

CERTAIN UNITED STATES FEDERAL TAX CONSIDERATIONS

The following summary describes certain U.S. federal and other tax consequences of the ownership of Securities as of the date hereof. It is based on certain of the facts set forth in the applicable offering materials distributed with respect to particular issues of Securities and on standard procedures followed in connection with the offer and sale of the Securities. Unless otherwise indicated, this summary discusses only Securities held by beneficial owners as capital assets as defined in Section 1221 of the Internal Revenue Code of 1986, as amended (the "Code") by their original purchasers and does not address all of the tax consequences that may be relevant to a beneficial owner in light of its particular circumstances or if the beneficial owner is subject to special treatment under U.S. federal income tax laws (for example, insurance companies, tax-exempt organizations, financial institutions, brokers or dealers in securities or currencies, traders in securities that elect to use the mark-to-market method of accounting for their securities holdings, persons subject to the alternative minimum tax, U.S. expatriates, persons that hold Securities as part of an integrated investment (including a "straddle"), "controlled foreign corporations," "passive foreign investment companies," or corporations that accumulate earnings to avoid U.S. federal income tax).

This summary does not address special tax considerations that may be relevant to a partner in a partnership (or other entity treated as a partnership for U.S. federal income tax purposes) holding Securities. A partner of a partnership holding Securities should consult its own tax advisor regarding the tax consequences of the acquisition, ownership and disposition of Securities by the partnership. This summary does not discuss any aspect of state, local or non-U.S. taxation and does not purport to cover all the possible tax consequences of the acquisition, ownership or disposition of the Securities, and it is not intended as tax advice.

This summary is based on the Act, the Code, and final, temporary and proposed U.S. Treasury regulations, Revenue Rulings, and judicial decisions, all as of the date hereof, which authorities may be repealed, revoked or modified (possibly with retroactive effect) so as to result in U.S. federal income tax consequences different from those discussed below.

This tax discussion was not written and is not intended to be used and cannot be used by any taxpayer for purposes of avoiding U.S. federal income tax penalties that may be imposed on the taxpayer. This tax discussion is being provided to support the promotion or marketing of the Securities to be issued pursuant to this Offering Circular. Persons considering the purchase or sale of the Securities should consult their own tax advisors concerning the application of the U.S. federal income tax laws of the United States to their particular situation as well as any consequences arising under the laws of any other taxing jurisdiction.

Additional U.S. federal and state income and other tax consequences applicable to particular Securities may be set forth in offering materials distributed with respect to particular issues of Securities.

General

The Act provides that the Securities and interest thereon are exempt from state, local and municipal income taxation. Provisions of several statutes which are analogous to the relevant tax exemption provisions of the Act applicable to the Securities have been construed by certain state courts as not exempting securities similar to the Securities or interest thereon from nondiscriminatory franchise taxes or other non-property taxes in lieu thereof imposed on corporations. As described in greater detail below, interest on the Securities is not exempt from U.S. federal income taxation. In addition, gain from the sale or other disposition of the Securities or their transfer by inheritance, gift, or other means is not exempt from federal taxation, and generally is not exempt from state, local or municipal taxation.

United States Owners

As used herein, “U.S. Owner” means a beneficial owner of a Security that is:

- an individual who, for U.S. federal income tax purposes, is a citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust subject to the supervision of a court within the United States and the control of a U.S. person (as described in Section 7701(a)(30) of the Code and the U.S. Treasury regulations thereunder), or a trust that existed on or before August 20, 1996, and elected to be treated as a U.S. person for U.S. federal income tax purposes.

A “non-U.S. Owner” is a beneficial owner that is not a U.S. Owner or a partnership (or other entity treated as a partnership for U.S. federal income tax purposes).

Payments of Interest

In general, interest (other than original issue discount, as discussed below) on a Security will be treated as ordinary interest income to the U.S. Owner of the Security at the time it accrues or is received, in accordance with the U.S. Owner’s method of accounting for U.S. federal income tax purposes.

Securities with Original Issue Discount

A Security with an “issue price” which is less than its “stated redemption price at maturity” generally will be considered to be issued at an original issue discount for U.S. federal income tax purposes. Zero-Coupon Bonds will, and other Bonds may be, issued with original issue discount for U.S. federal income tax purposes. Under a “de minimis exception,” if the difference between a Security’s stated redemption price at maturity and its issue price is less than 0.25% of the stated redemption price at maturity multiplied by the number of complete years from the issue date to maturity, the Security will not be considered to have original issue discount.

“Issue price” is defined as the initial offering price at which a substantial amount of the particular issue of Securities is sold to persons other than those acting as placement agents, underwriters, brokers or wholesalers. “Stated redemption price at maturity” is defined as all amounts payable on an obligation, with the exception of payments of interest based on a fixed rate (or a variable rate, unless the applicable Offering Announcement or Term Sheet provides otherwise) and unconditionally payable at least annually (“qualified stated interest”).

A U.S. Owner of Bonds with original issue discount that mature more than one year from the issue date generally will be required to include original issue discount as ordinary income for U.S. federal income tax purposes as it accrues, in accordance with a constant yield method based on a compounding of interest, which may be in advance of receipt of the cash payments attributable to such income. Such original issue discount will result in the acceleration of recognition of ordinary income to a cash method U.S. Owner. Under the constant yield method, a U.S. Owner of such Bonds will be required to include in income increasing amounts of original issue discount.

A U.S. Owner may elect to accrue all “interest” on a Security as original issue discount (*i.e.*, using the constant yield method discussed above). If a U.S. Owner elects this method, the Security’s issue price will be deemed to be such owner’s basis in the Security at the time of its acquisition, and all of the payments on the Security will be treated as included in its stated redemption price at maturity. This election is available whether or not such Security has original issue discount, and it applies to any stated interest, original issue discount (including discount that is de minimis or attributable to a Short-Term Security, as discussed below) and market discount (as discussed below) on a Security, all as adjusted by any acquisition or other premium (as discussed below). This election may be made on an obligation-by-obligation basis but, once made on an obligation with bond premium, it will operate as an election to amortize premium with respect to all of such U.S. Owner’s debt instruments with premium, not just those on which it is electing to apply the constant yield method. A similar consistency rule applies to debt instruments with market discount and the election to include such discount in income currently.

Securities with a Term of One Year or Less

If a Security has a term of one year or less (a “Short-Term Security”), all payments (including all stated interest) with respect to that Security will be included in the stated redemption price at maturity and, thus, a U.S. Owner generally will be taxable on discount in lieu of stated interest. The discount will be equal to the excess of the stated redemption price at maturity over the issue price of the Short-Term Security, unless the U.S. Owner elects to compute this discount using tax basis instead of issue price.

In general, individuals and certain other cash method U.S. Owners of Short-Term Securities are not required to accrue such discount for U.S. federal income tax purposes and will be required to include stated interest (if any) in income when received, unless an election is made to accrue discount using the constant yield method described above. Once made, this election will apply to all debt instruments having a maturity of one year or less that the U.S. Owner holds in the taxable year of the election and in all subsequent years, and the election may not be revoked without the consent of the Internal Revenue Service (“IRS”). A U.S. Owner who reports income for U.S. federal income tax purposes on the accrual method and certain other U.S. Owners, including banks and dealers in securities, are required to accrue discount on Short-Term Securities on a straight-line basis, unless an election is made to accrue the discount according to a constant yield method.

The amount of discount accrued in respect of a Short-Term Security and included in income of a U.S. Owner will be added to such owner’s tax basis in such Security. In the case of a U.S. Owner who is not required, and does not elect, to include discount in income currently, any gain realized on the sale, exchange, retirement or other taxable disposition of the Short-Term Security will be ordinary income to the extent of the discount accrued (less the amount of stated interest received (if any) previously included in income) on a straight-line basis (or, if elected, according to a constant yield method based on daily compounding) through the date of sale, exchange, retirement or other taxable disposition. In addition, such a non-electing U.S. Owner which is not subject to the current inclusion requirement described in this paragraph will be required to defer deductions for any interest paid on indebtedness incurred or continued to purchase or carry such Short-Term Securities in an amount not exceeding the deferred interest income, until such deferred interest income is realized.

The U.S. federal income tax treatment of Discount Notes is subject to the general rules for Short-Term Securities discussed above.

Reopenings

Final U.S. Treasury regulations address whether a reopening of debt instruments—that is an increase in the principal amount of an issue of debt instruments (the “original debt instruments”) by issuing additional debt instruments (the “new debt instruments”) with the same terms and conditions—will be treated for U.S. federal income tax purposes as a separate issue of debt instruments or as part of the same issue of original debt instruments, with the same issue date, issue price and adjusted issue price as such original debt instruments.

The Banks intend to reopen a series of Bonds or Discount Notes only in circumstances where such Bonds or Discount Notes will be treated as part of the same issue as the original Bonds or Discount Notes for U.S. federal income tax purposes. Accordingly, the issue date, issue price and adjusted issue price of any such new Bonds or Discount Notes issued by the Banks in a reopening will be the same as the issue date, issue price and adjusted issue price of the original Bonds or Discount Notes for tax purposes.

Securities Purchased at a Premium

A U.S. Owner that acquires a Security for an amount in excess of its stated redemption price at maturity will be considered to have purchased such Security at a premium in the amount of such excess. A U.S. Owner that purchases a Security with premium is not required to include in income any original issue discount with respect to such Security. If such U.S. Owner elects to treat such premium as “amortizable bond premium,” such premium shall be deemed to be an offset to interest otherwise includible in income in respect of such Security for each accrual period. If the premium allocable to an accrual period exceeds the qualified stated interest allocable to the accrual period, a U.S. Owner must treat the excess as a bond premium deduction for the accrual period. However, the amount treated as a bond premium deduction is limited to the amount by which the U.S. Owner’s total interest income on the Security in prior accrual periods exceeds the total amount treated by the U.S. Owner as a bond premium deduction on the Security in prior accrual periods. If a Security is subject to redemption prior to maturity after the U.S. Owner has acquired it, the U.S. Owner generally may not assume that the Security will be redeemed prior to maturity and must amortize the premium to the Maturity Date of the Security. If the Security is in fact redeemed prior to maturity, any unamortized premium may be deducted in the year of redemption. The election to amortize a premium using a constant yield method once made will apply to certain other debt instruments acquired at a premium by the electing U.S. Owner and may not be revoked without the consent of the IRS.

If a U.S. Owner does not elect to amortize premium on a Security, such premium will be taken into account in computing such owner’s gain or the loss recognized on sale, exchange, retirement or other taxable disposition of such Security because it is part of such owner’s tax basis for such Security. In the case of a Short-Term Security, this paragraph applies to a cash method U.S. Owner unless such U.S. Owner accounts for interest or original issue discount on the Short-Term Security as it accrues, as discussed above.

Securities Purchased with Acquisition Premium or Market Discount

A U.S. Owner that purchases a Security with original issue discount for an amount that is greater than the Security’s “adjusted issue price” (defined as the issue price of the Security increased by the aggregate amount of original issue discount includible, if any, in the gross income of all previous owners of the Security and decreased by the aggregate amount of payments made on the Security, if any, other than payments of qualified stated interest) but less than its stated redemption price at maturity will be considered to have purchased such Security at an “acquisition premium.” The amount of original issue discount such owner must include in its gross income with respect to such Security for any taxable year will be reduced by the portion of such acquisition premium properly allocable to such year.

If a U.S. Owner purchases a Security other than a Short-Term Security for an amount that is less than its “revised issue price” (defined as the sum of the issue price of the Security, as defined above, and the aggregate amount, if any, of the original issue discount included, without regard to the rules for acquisition premium discussed above, in the gross income of all previous owners of the Security), the amount of the difference will be treated as “market discount,” unless such difference is less than a specified de minimis amount. In general, a U.S. Owner will be required to treat any principal payment on, or any gain on the sale, exchange, retirement or other taxable disposition of, a Security as ordinary income to the extent of the market discount which has not previously been included in income and is treated as having accrued on such Security at the time of such payment or disposition. Generally, market discount will be considered to accrue ratably during the period from the date of acquisition to the Maturity Date of the Security, unless the U.S. Owner elects to accrue on a constant yield method. A U.S. Owner of a Security may elect to include market discount in income currently as it accrues (on either a ratable or constant yield method). This election to include market discount in income currently, once made, applies to all market discount obligations acquired on or after the first taxable year to which the election applies, and may not be revoked without the consent of the IRS. A U.S. Owner that acquires a Security at a market discount and does not elect to

include market discount in income on a current basis also may be required to defer, until the maturity of the Security or its earlier disposition in a taxable transaction, the deduction of all or a portion of the interest expense on any indebtedness incurred or continued to purchase or carry such Security.

Disposition or Retirement of Debt Securities

A U.S. Owner of a Security will recognize gain or loss on the sale, exchange, retirement or other taxable disposition of such Security equal to the difference between the amount realized thereon and such owner's tax basis in the Security, which gain or loss generally will be capital gain or loss (except to the extent of market discount that is treated as having accrued) and will be long-term capital gain or loss if at the time of the sale, exchange, retirement or other taxable disposition, the Security has been held for more than one year. The amount of original issue discount or market discount which is includible in income in respect of a Security while held by a U.S. Owner will be added to such U.S. Owner's tax basis for such Security, and such basis will be reduced by any amortized acquisition or other premium and amounts of other payments that do not constitute qualified stated interest.

The maximum tax rate on ordinary income for taxpayers that are individuals, estates or trusts is currently higher than the maximum tax rate on long-term capital gains on a Security held by such taxpayers. The distinction between capital gain or loss and ordinary income or loss is also relevant for purposes of limitations on the deductibility of capital losses.

Interest Components and Principal Components of Eligible Bonds

Beneficial Owners of Interest and Principal Components. Under U.S. federal income tax law, the separation of ownership of the right to receive some or all of the interest payments on a debt instrument from ownership of the right to receive some or all of the principal payments results in the creation of "stripped bonds" with respect to principal payments and "stripped coupons" with respect to interest payments. Consequently, a beneficial owner that purchases a Principal Component or an Interest Component will be considered to own stripped bonds or stripped coupons, respectively.

A stripped bond or a stripped coupon, for purposes of applying the original issue discount rules, is treated as a debt instrument issued with original issue discount on the date that such stripped interest is purchased. Accordingly, the tax consequences to a beneficial owner that purchases a Component are determined as if the Component were a Security issued with original issue discount on the date of purchase or, in the case of a Component maturing one year or less from the date of purchase, a Short-Term Security issued on that date. The amount of original issue discount is equal to the excess (if any) of the Component's stated redemption price at maturity over the purchase price paid by the new beneficial owner on the date of purchase for the Component. The stated redemption price at maturity of an Interest Component or Principal Component is the amount payable on that Component.

Tax Consequences of Stripping an Eligible Bond. A beneficial owner of an Eligible Bond is taxed on income from the Eligible Bond as if the ability to strip the Eligible Bond did not exist, unless and until (i) the Eligible Bond is stripped and (ii) the beneficial owner disposes of some or all of the resulting Components. The mere exchange of an Eligible Bond for Interest and Principal Components, without the disposition of any of those Components, should not be treated as a taxable event. If a beneficial owner exchanges an Eligible Bond for Interest Components and Principal Components and disposes of all of those Components, the beneficial owner effectively is treated as if it had disposed of the Eligible Bond. If such beneficial owner disposes of less than all the Components resulting from the stripping transaction, such beneficial owner will be required on the date of disposition:

- (1) to include as income all interest and market discount accrued on the Eligible Bond not previously included as income;
- (2) to increase its basis in the Eligible Bond by the same amount;
- (3) to allocate its adjusted basis in the Eligible Bond among the Components in proportion to the respective fair market values of those Components; and
- (4) to recognize gain or loss with respect to each disposition of a Component equal to the difference between the amount realized and the basis allocated to that Component.

Generally, any gain or loss on the disposition of a Principal Component or an Interest Component will be capital gain or loss. If there is not an established market for the Components, it is not clear how such a beneficial owner should determine relative market values for this purpose.

A beneficial owner that disposes of less than all of the Components of an Eligible Bond should consult its tax advisor.

Ownership of Pro Rata Share of Outstanding Interest Components and Principal Components. If a beneficial owner purchases in one transaction a *pro rata* share of both the Principal Component and the applicable unmatured Interest Components relating to the same Eligible Bond, while the matter is not free from doubt, such beneficial owner should be treated as purchasing an undivided interest in the Eligible Bond rather than the separate Components. If it cannot be ascertained whether such Components relate to the same Eligible Bond, or if such Components are purchased in separate transactions, then the U.S. federal income tax treatment of the Components could be determined by treating each Component separately, rather than as a combined Eligible Bond. If a beneficial owner who has purchased a *pro rata* share of both the Principal Component and the applicable unmatured Interest Components in either separate transactions or with respect to different Eligible Bonds requests a reconstitution of such Components as an Eligible Bond, while the matter also is not free from doubt, (i) the reconstitution should not be treated as a taxable exchange and (ii) the beneficial owner should continue to be taxed on each Component separately, rather than as a combined Eligible Bond. A beneficial owner should consult its tax advisor in any of the circumstances described in this paragraph.

Backup Withholding and Information Reporting

A “backup” withholding tax and certain information reporting requirements may apply to certain payments to U.S. Owners of principal of and interest (including original issue discount, if any) or premium (if any) on, and proceeds of the sale, exchange, retirement or other taxable disposition before maturity of, a Security. Backup withholding and information reporting will not apply to payments on the Securities to exempt recipients that establish their status as such, regardless of whether such entities are U.S. Owners of Securities or hold Securities as a custodian, nominee or agent of a U.S. Owner. However, backup withholding and information reporting will apply to payments on the Securities made by any custodian, nominee or other agent to a U.S. Owner unless such U.S. Owner is an exempt recipient and establishes its status as such.

In the case of a U.S. Owner that is not an exempt recipient, backup withholding will not be applicable if such owner (i) has supplied an accurate Taxpayer Identification Number (usually on an IRS Form W-9), (ii) has not been notified by the IRS that it has failed to properly report payments of interest and dividends and (iii) in certain circumstances, has certified under penalties of perjury that it has received no such notification and that it has supplied an accurate Taxpayer Identification Number. However, information reporting will be required in such a case.

Any amounts withheld under the backup withholding rules from a payment to a U.S. Owner of a Security may be refunded or allowed as a credit against such owner’s U.S. federal income tax liability, provided that any required information is furnished to the IRS in a timely manner.

Medicare Tax

A tax of 3.8% is imposed on certain “net investment income” (or “undistributed net investment income,” in the case of estates and trusts) received by certain taxpayers with adjusted gross income above certain threshold amounts. “Net investment income” as defined for U.S. federal Medicare contribution purposes generally includes interest payments and gain recognized from the sale, exchange, retirement or other taxable disposition of the Securities. Tax-exempt trusts, which are not subject to income taxes generally, and foreign individuals will not be subject to this tax. U.S. Owners should consult their own tax advisors regarding the implications of the additional Medicare tax resulting from an investment in the Securities.

Non-United States Owners

General

Payments of interest (which for purposes of this discussion includes original issue discount) and premium (if any) on a Security to a non-U.S. Owner generally will be subject to withholding of U.S. federal income tax at a rate of 30% of the gross amount unless an exemption applies. Under current U.S. federal income and estate tax laws, and subject to the discussion below concerning backup withholding:

- (1) no withholding of U.S. federal income tax will be required with respect to the payment of principal, premium (if any) or interest on a Security to a non-U.S. Owner, provided that (i) such owner does not actually or constructively own 10% or more of the total combined voting power of all classes of stock of an issuer entitled to vote within the meaning of Section 871(h)(3)

of the Code, (ii) the non-U.S. Owner is not (A) a controlled foreign corporation that is related to an issuer through stock ownership or (B) a bank, in each case within the meaning of Section 881(c)(3) of the Code, and (iii) the beneficial owner satisfies the statement requirement (described generally below) set forth in Section 871(h) and Section 881(c) of the Code;

- (2) no withholding of U.S. federal income tax will be required with respect to the payment of interest on a Security to a non-U.S. Owner, provided that the Security is payable 183 days or less from the date of original issue;
- (3) no withholding of U.S. federal income tax will be required with respect to any gain or income realized by a non-U.S. Owner upon the sale, exchange, retirement or other taxable disposition of a Security; and
- (4) a Security held by an individual who at the time of death is a non-U.S. Owner will not be subject to federal estate tax as a result of such individual's death, provided that such individual does not actually or constructively own 10% or more of the total combined voting power of all classes of stock of an issuer entitled to vote within the meaning of Section 871(h)(3) of the Code and provided that the interest payments with respect to such Security are not effectively connected with a U.S. trade or business of such individual.

To qualify for the exemption from withholding tax with respect to the Securities, the last U.S. person in the chain of payment prior to payment to a non-U.S. Owner (such U.S. person, the "Withholding Agent") must have received in the year in which a payment of principal or interest occurs, or in one of the three preceding years, a statement that:

- (a) is signed by the beneficial owner of a Security under penalties of perjury;
- (b) certifies that such beneficial owner is not a U.S. Owner; and
- (c) provides the name and address of such beneficial owner.

The statement may be made on an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or such substantially similar substitute form and the beneficial owner must inform the Withholding Agent of any change in the information on the statement within 30 days of such change. Under certain circumstances, a Withholding Agent is allowed to rely on an IRS Form W-8IMY or other similar documentation furnished by a financial institution or other intermediary on behalf of one or more beneficial owners (or other intermediaries) without having to obtain copies of the beneficial owner's IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable. Subject to certain exceptions, a payment to a foreign partnership or to certain foreign trusts is treated as a payment directly to the foreign partners or to the trust beneficiaries, as the case may be.

If a non-U.S. Owner is engaged in a U.S. trade or business and interest on a Security is effectively connected with the conduct of such trade or business, the non-U.S. Owner will be exempt from the withholding of U.S. federal income tax described above, provided it has furnished the Withholding Agent with an IRS Form W-8ECI or substantially similar substitute form stating that interest on the Security is effectively connected with the non-U.S. Owner's conduct of a trade or business in the United States. Such a non-U.S. Owner will be subject to U.S. federal income tax on such interest on a net income basis in the same manner as if it were a U.S. Owner. In the case of a non-U.S. Owner that is a corporation, effectively connected income also may be subject to a branch profits tax at a rate of 30% (or such lower rate as may be specified by an applicable income tax treaty).

A non-U.S. Owner that is not eligible for relief under one of the exceptions described above may qualify for an exemption from, or a reduced rate of, federal income and withholding tax under a U.S. income tax treaty. In general, this exemption or reduced rate of tax applies only if the non-U.S. Owner provides a properly completed IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or substantially similar substitute form to the Withholding Agent.

Backup Withholding and Information Reporting

"Backup" withholding tax and certain information reporting requirements may apply to certain payments to certain non-U.S. Owners of principal of and interest (including original issue discount, if any) or premium (if any) on, and proceeds of the sale, exchange, retirement or other taxable disposition before maturity of, a Security. Backup withholding and information reporting will not apply to payments made to a non-U.S. Owner of a Security with respect to which such owner has provided under penalties of perjury the required certification of its non-U.S. person status for U.S. federal income tax purposes (absent actual knowledge or reason to know that the owner is a U.S. Owner) or has otherwise established its status as an exempt recipient. The amount of interest paid to a non-

U.S. Owner will be reported to such non-U.S. Owner and to the IRS annually on IRS Form 1042-S, even if such non-U.S. Owner is exempt from backup withholding and the 30% withholding tax described above.

If payments of principal, interest or premium (if any) are made to a custodian, nominee or agent for the non-U.S. Owner of a Security, information reporting may be required. In particular, information reporting will be required on payments made outside the United States by a custodian, nominee or agent of the beneficial owner of a Security if such custodian, nominee or agent is (i) a U.S. person for U.S. federal income tax purposes, (ii) a foreign person 50% or more of whose gross income for certain specified periods is effectively connected with the conduct of a trade or business in the United States, (iii) a foreign partnership that at any time during its taxable year is more than 50% owned (by income or capital interest) by U.S. persons or engaged in the conduct of a U.S. trade or business, (iv) a controlled foreign corporation for U.S. federal income tax purposes or (v) a U.S. branch of a foreign bank or a foreign insurance company for U.S. federal income tax purposes (a person described in paragraphs (ii), (iii), (iv) or (v) hereinafter a “U.S. Controlled Person”), unless (1) such custodian, nominee or agent (i) obtains a withholding certificate or other appropriate documentary evidence establishing that the beneficial owner is not a U.S. person, and (ii) does not have actual knowledge or reason to know that the information contained therein is false, or (2) the beneficial owner is a corporation or a financial institution or other exempt recipient eligible for an exemption from information reporting. If information reporting is required in these circumstances, backup withholding will be required only if such custodian, nominee or agent has actual knowledge that the beneficial owner is a U.S. person.

Proceeds from the sale, exchange, retirement or other taxable disposition of a Security through a U.S. broker or the U.S. office of a foreign broker will be subject to information reporting, and backup withholding will be required unless a withholding certificate or other appropriate documentary evidence is provided to the broker and such broker does not have actual knowledge or reason to know that such evidence is false. Proceeds from the sale, exchange, retirement or other taxable disposition of a Security through the foreign office of a broker who is a U.S. Controlled Person will be subject to information reporting unless (1) such broker (i) obtains a withholding certificate or other documentary evidence establishing that the beneficial owner is not a U.S. person, and (ii) does not have actual knowledge or reason to know that such evidence is false, or (2) the beneficial owner is a corporation or a financial institution or other exempt recipient eligible for an exemption from information reporting. In circumstances where information reporting by the foreign office of such a broker is required, backup withholding will be required only if the broker has actual knowledge that the beneficial owner is a U.S. person.

Any amounts withheld under the backup withholding rules from payment to a non-U.S. Owner of a Security may be refunded or allowed as a credit against such owner’s U.S. federal income tax liability, provided any required information is furnished to the IRS in a timely manner.

Foreign Account Tax Compliance Act

Legislation enacted in 2010 (known as “FATCA”) imposes a U.S. federal withholding tax of 30% on payments of interest on, or the gross proceeds from a disposition of, a debt instrument paid to certain non-U.S. entities, including certain foreign financial institutions and investment funds (including, in some instances, where such an entity is acting as an intermediary), unless such non-U.S. entity complies with certain reporting requirements regarding its U.S. account holders and its U.S. owners. The FATCA rules are effective for “fixed or determinable annual or periodic payments,” such as interest. For other “withholdable payments,” such as the payment of gross proceeds, the dates of implementation of the FATCA rules have been extended by the IRS to January 1, 2017. The FATCA withholding requirements will not apply to payments on, or with respect to, debt instruments that are outstanding on July 1, 2014, unless significantly modified and deemed reissued for U.S. federal tax purposes after that date. Prospective purchasers of Securities should consult their own tax advisors regarding the FATCA rules.

PLAN OF DISTRIBUTION

Bonds and Discount Notes

The Bonds and Discount Notes may be sold to one or more investors:

- through Dealers and Designated Dealers, acting as principal, who have entered into one or more Selling Group Agreements with us;
- through agents, if so designated by us; or
- directly by us.

By Dealers or Designated Dealers. We appoint the Dealers and determine the types of the Securities each Dealer is authorized to offer and sell. Additional Bond Dealers or Discount Note Dealers may be appointed and either we or a Dealer may terminate an appointment. The Securities will be purchased by the Dealers as principal under the terms of the applicable Selling Group Agreements pertaining to the sale of Bonds and Discount Notes.

Dealers purchasing certain Bonds may offer a selling concession to other Dealers or to securities dealers that are not members of our selling group in connection with the sale of such Bonds, subject to certain requirements imposed by the Selling Group Agreements and by other agreements entered into by a Dealer and securities dealers that are not members of a selling group.

In addition, certain Bond Dealers have been appointed as Designated Dealers who may also participate in the distribution of Discount Notes through, and receive a selling concession from, the Discount Note Dealers. Additional Designated Dealers may be appointed by us and either we or a Designated Dealer may terminate an appointment. The Designated Dealers are entitled to participate, as principal, in the distribution of Discount Notes pursuant to the terms of the respective Selling Group Agreements and the arrangements they establish with one or more of the Discount Note Dealers.

Subject to certain requirements, affiliates of Dealers and Designated Dealers may participate in the distribution and sale of Bonds and Discount Notes.

Copies of the respective Selling Group Agreements, as in effect from time to time, are available for inspection upon request to the General Counsel of the Funding Corporation at 10 Exchange Place, Suite 1401, Jersey City, N.J. 07302.

Offerings and Issue Price. The Securities may be offered in accordance with a published schedule or at varying times. We have the right to accept or reject offers to purchase Securities and may reject any offer, in whole or in part for any reason or no reason. A Dealer or Designated Dealer, without notice to us, may reject, in whole or in part, any offer received by it to purchase Securities.

Bonds may be offered for sale through a single Dealer or a group of Dealers through syndication, negotiation or a competitive bidding process.

Bonds will be offered for sale to investors at the Issue Price (generally 100% of the principal amount of the Bonds) or at varying prices according to prevailing market prices at the time of the resale as determined by the Dealer.

Discount Notes are generally offered for sale to Discount Note Dealers each Business Day. Discount Notes may also be sold through Designated Dealers who purchase the Discount Notes from the Discount Note Dealers for resale to investors. Current Posted Rates for Discount Notes of varying maturities can be obtained by contacting a Discount Note Dealer or a Designated Dealer. This information is also available through at least one nationally recognized financial information service that disseminates pricing information with respect to discount notes. Unless otherwise specified, Discount Notes may be resold to investors on the Trade Date at a price which is not less than the Posted Rate; after the Trade Date, Discount Notes may be resold at varying prices.

Underwriting and Selling Concession Amounts. The underwriting concession payable to Dealers and the selling concession, if any, payable to Designated Dealers, to other Dealers or to securities dealers that are not members of a selling group, which concessions will vary depending on the type of Securities being sold and other factors, are determined in accordance with the respective Selling Group Agreements. In certain circumstances and subject to certain requirements, Dealers and Designated Dealers may share their underwriting or selling concession, as applicable, with their affiliates. The underwriting and selling concessions are subject to change at any time in our sole discretion.

Bonds. An underwriting concession, if any, will be paid to the Bond Dealers at a rate specified in the applicable Term Sheet. The underwriting concession payable for Bonds generally varies depending on the maturity of the Bonds. Dealers purchasing certain Bonds may offer a selling concession to other Dealers or to securities dealers that are not members of a selling group in connection with the sale of the Bonds, subject to certain requirements. Unless otherwise agreed to by us, the selling concession offered by a Dealer shall be as specified by us and may not exceed the Dealer's underwriting concession. In certain circumstances, Dealers may share their underwriting concession with their affiliates.

Discount Notes. An underwriting concession, if any, will be paid to Discount Note Dealers in the amount specified in the applicable Offering Announcement. Currently, the underwriting concession will be the dollar amount derived from the following formula:

$$\frac{\text{Par Amount of Discount Note} \times .0003 \times \text{Settlement Date to Maturity Date}}{\text{360 days}} \times \text{Number of Days from}$$

Unless otherwise agreed to by us, a Designated Dealer who purchases Discount Notes from a Discount Note Dealer will be entitled to receive a portion of the Discount Note Dealer's underwriting concession as specified by us. In certain circumstances, Discount Note Dealers and Designated Dealers may share their underwriting or selling concession, as applicable, with their affiliates.

See "General Information" below for a description of other transactions where a Dealer or Designated Dealer may realize additional compensation in transactions that may be related to the sale of the Securities.

By Agents

The Bonds and Discount Notes may be sold through Dealers or Designated Dealers as our agent.

Direct Sales

The Bonds and Discount Notes may also be sold directly by us to investors. In this case, no Dealers or Designated Dealers would be involved and no underwriting or selling concession or other fee would be payable.

Retail Bonds

By Lead Dealers and Participating Dealers. The Retail Bonds will be sold to or through the Lead Dealer as principal or if so designated by us, as agent, and the Lead Dealer may sell the Retail Bonds to Participating Dealers or other distributors. We may appoint a different Lead Dealer and/or additional Participating Dealers to solicit purchases of the Retail Bonds, provided, however, that any such solicitation and sale of the Retail Bonds shall be on the same terms and conditions to which the Lead Dealer or Participating Dealers have agreed in the Retail Bond Selling Group Agreement.

Offerings and Issue Price. Unless otherwise set forth in the applicable Term Sheet, such Retail Bonds will be resold to one or more investors and other purchasers at a fixed public offering price. We will have the sole right to accept offers to purchase Retail Bonds, and may reject any proposed purchase of Retail Bonds in whole or in part. The Lead Dealer and each Participating Dealer will have the right, in its discretion reasonably exercised, to reject any proposed purchase of Retail Bonds in whole or in part. We reserve the right to withdraw, cancel or modify the offer without notice.

Selling Concession Amounts and Discounts. The Lead Dealer, the Participating Dealers and the other distributors will be paid a concession in accordance with the Retail Bond Selling Group Agreement and the applicable Term Sheet. Unless otherwise agreed, the concession will be a percentage of the principal amount for each Retail Bond sold, depending on the maturity. The Lead Dealer may sell Retail Bonds to a Participating Dealer at a discount not in excess of the discount it received from us. The Lead Dealer may also sell Retail Bonds to other distributors at a discount not in excess of the Dealer Concession. After the initial public offering of an installment of Retail Bonds to be resold by a Lead Dealer or Participating Dealer to investors and other purchasers, the public offering price (in the case of Retail Bonds to be resold at a fixed public offering price), Concessions and discount may be changed.

Copies of the Retail Bond Selling Group Agreement, as in effect from time to time, are available for inspection upon request to the General Counsel of the Funding Corporation at 10 Exchange Place, Suite 1401, Jersey City, New Jersey 07302.

Offering Information and Sales Restrictions

We are not required to register the Securities under the U.S. Securities Act of 1933, as amended. Accordingly, we have not filed a registration statement with the U.S. Securities and Exchange Commission with respect to the Securities. The Securities are "exempted securities" within the meaning of the U.S. Securities Exchange Act of 1934, as amended. Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved these Securities or determined if the Offering Circular is truthful or complete. Any representation to the contrary is a criminal offense.

The Offering Circular, the Incorporated Information and all Term Sheets relating to particular Securities are posted on the Funding Corporation's website at www.farmcreditfunding.com. Each Dealer and Designated Dealer is required to deliver (1) the Offering Circular, any applicable Term Sheet and, if so requested, the Incorporated Information to purchasers of the Securities, and (2) the Offering Circular, the applicable Term Sheet and the Incorporated Information to any person to whom the Securities are offered (or any person solicited to purchase the Securities) if this person requests the information. In certain circumstances, affiliates of the Dealers and securities dealers that are not members of our selling group who participate in the distribution of Bonds or Retail Bonds are also required to comply with certain document delivery requirements. No Dealer, Designated Dealer or any other person is authorized to make any representation or use any information in connection with the issue, offering and sale of the Securities other than as contained in this Offering Circular, the applicable Offering Announcement or Term Sheet or such other information relating to us or the Securities that we have authorized the Dealers and Designated Dealers to use.

The Securities may be offered or sold only where it is legal to do so. Each Dealer and Designated Dealer must determine the application of and comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Securities or has in its possession or distributes the Offering Circular, or any part thereof, including any Offering Announcement or Term Sheet, or any such other material. Each Dealer and Designated Dealer has agreed that it will comply with all applicable laws and regulations in each jurisdiction in which it may offer, sell or deliver the Securities or distribute the Offering Circular, or any other offering materials.

Selling restrictions may be modified or supplemented by agreement between us and the relevant Dealers or Designated Dealers following a change in any relevant law, regulation or directive. Some of the restrictions that may be applicable to the offer and sale of the Securities are set forth below.

Australia

Each Dealer and Designated Dealer has acknowledged that no prospectus or other disclosure document (as defined in the Corporations Act 2001 of Australia) (the "Corporations Act") in relation to the Securities has been lodged with the Australian Securities and Investments Commission (the "ASIC"). Each Dealer and Designated Dealer has represented and agreed that it:

- (a) has not offered or invited applications, and will not offer or invite applications, for the issue, sale or purchase of the Securities in Australia (including an offer or invitation which is received by a person in Australia); and
- (b) has not distributed or published, and will not distribute or publish, the Offering Circular or any Term Sheet, Offering Announcement, advertisement or other offering material relating to the Securities in Australia,

unless:

- (i) the aggregate consideration payable by each offeree is at least AUD\$500,000 (or its equivalent in any other currency, but disregarding moneys lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors under Part 6D.2 of the Corporations Act;
- (ii) the offer or the issuance of the Securities does not constitute an offer to a "retail client" for the purposes of Chapter 7 of the Corporations Act;
- (iii) such action complies with all applicable laws, regulatory guides and policy statements; and
- (iv) such action does not and will not require any document to be lodged with the ASIC.

Belgium

With regard to Securities having a maturity of less than 12 months (and which therefore fall outside the scope of the Prospectus Directive (as defined below)), this Offering Circular has not been, and it is not expected that it will be, submitted for approval to the Belgian Financial Services and Markets Authority. Accordingly, each Dealer and each Designated Dealer has represented and agreed that it shall refrain from taking any action that would be characterized as or result in a public offering of such Securities in Belgium in

accordance with the Law of June 2006 on public offerings of investment instruments and the admission of investment instruments to trading on regulated markets, as amended.

Brazil

The Securities have not been and will not be registered with the *Comissão de Valores Mobiliários*, the Brazilian securities commission. In the absence of such registration, the Securities may not be offered or sold in Brazil, except in circumstances which do not constitute a public offering or distribution of securities, under applicable Brazilian laws and regulations.

Canada

Each Dealer has represented, warranted and agreed that:

- (a) the sale and delivery of any securities offered under this document to any purchaser who is a resident of Canada or otherwise subject to the laws of Canada or who is purchasing for a principal who is a resident of Canada or otherwise subject to the laws of Canada (each such purchaser or principal, a “Canadian Purchaser”) by such Dealer shall be made so as to be exempt from the prospectus filing requirements and exempt from, or in compliance with, the dealer registration requirements of all applicable securities laws, regulations, rules, instruments, rulings and orders, including those applicable in each of the provinces and territories of Canada (as defined in this section, the “Securities Laws”);
- (b) each Canadian Purchaser is resident in either the Province of British Columbia, Alberta, Manitoba, Ontario or Quebec (the “Private Placement Provinces”);
- (c) where required by law, each Canadian Purchaser is purchasing the Securities as principal (or is deemed under the Securities Laws to be purchasing as principal) and not as agent;
- (d) each Canadian Purchaser is an “accredited investor” as defined in section 1.1 of National Instrument 45-106 – *Prospectus and Registration Exemptions* (“NI 45-106”) and was not created and is not being used solely to purchase or hold Securities as an accredited investor as described in paragraph (m) of the definition of “accredited investor” in section 1.1 of NI 45-106;
- (e) each Canadian Purchaser is a “Canadian permitted client” as defined in National Instrument 31-103 – *Registration Requirements, Exemptions and Ongoing Registrant Obligations* (“NI 31-103”), or as otherwise interpreted and applied by the Canadian Securities Administrators, if it is purchasing the Securities from a dealer permitted to rely on the “international dealer exemption” contained in section 8.18 of NI 31-103;
- (f) it will ensure that each Canadian Purchaser purchasing from or through it (i) has represented to it that such Canadian Purchaser is resident in one of the Private Placement Provinces, (ii) has represented to it which categories set forth in the relevant definitions of “accredited investor” in NI 45-106 and “permitted client” in NI 31-103 correctly describes such Canadian Purchaser, as the case may be, and (iii) has acknowledged and consented to the provision of specified information concerning the purchase of the Securities to the regulatory authority that by law is entitled to collect the information, including certain personal information and has been informed that for purchasers in Ontario, questions about such indirect collection of personal information should be directed to the Administrative Support Clerk, Ontario Securities Commission, Suite 1903, Box 55, 20 Queen Street West, Toronto, Ontario M5H 3S8 or on (416) 593-3684;
- (g) it has not provided and will not provide to any Canadian Purchaser any document or other material that would constitute an offering memorandum (other than this Offering Circular with respect to the private placement of the Securities in Canada) or future oriented financial information within the meaning of Securities Laws;
- (h) it has not made and it will not make any written or oral representations to any Canadian Purchaser:
 - (i) that any person will resell or repurchase the Securities purchased by such Canadian Purchaser;

- (ii) that the Securities will be freely tradable by the Canadian Purchaser without any restrictions or hold periods;
 - (iii) that any person will refund the purchase price of the Securities; or
 - (iv) as to the future price or value of the Securities; and
- (i) it will inform each Canadian Purchaser that:
- (i) we are not a “reporting issuer” and are not, and may never be, a reporting issuer in any province or territory of Canada and there currently is no public market in Canada for any of the Securities, and one may never develop;
 - (ii) the distribution of the Securities in Canada is being made only on a private placement basis exempt from the requirement that we prepare and file a prospectus with the securities regulatory authorities in each province where trades of Securities are made;
 - (iii) any resale of the Securities in Canada must be made under applicable Securities Laws, which may vary depending on the relevant jurisdiction, and which may require resales to be made under available statutory exemptions or under a discretionary exemption granted by the applicable Canadian securities regulatory authority;
 - (iv) all our directors and officers as well as the experts named herein may be located outside of Canada and, as a result:
 - A. it may not be possible for Canadian Purchasers to effect service of process within Canada upon us or those persons; and
 - B. all or a substantial portion of our assets and the assets of those persons may be located outside of Canada and, as a result, it may not be possible to satisfy a judgment against us or those persons in Canada or to enforce a judgment obtained in Canadian courts against us or those persons outside of Canada;
 - (v) such Canadian Purchaser should consult their own legal and tax advisors with respect to the tax consequences of an investment in the Securities in their particular circumstances and about the eligibility of the Securities for investment by the purchaser under relevant Canadian legislation; and
 - (vi) such Canadian Purchaser’s name and other specified information will be disclosed to the relevant Canadian securities regulators or regulatory authorities.

Rights of Action – Ontario Purchasers Only

Under Ontario securities legislation, certain purchasers who purchase a security offered by this document during the period of distribution will have a statutory right of action for damages, or while still the owner of the Securities, for rescission against us in the event that this document contains a misrepresentation without regard to whether the purchaser relied on the misrepresentation. The right of action for damages is exercisable not later than the earlier of 180 days from the date the purchaser first had knowledge of the facts giving rise to the cause of action and three years from the date on which payment is made for the Securities. The right of action for rescission is exercisable not later than 180 days from the date on which payment is made for the Securities. If a purchaser elects to exercise the right of action for rescission, the purchaser will have no right of action for damages against us. In no case will the amount recoverable in any action exceed the price at which the Securities were offered to the purchaser and if the purchaser is shown to have purchased the Securities with knowledge of the misrepresentation, we will have no liability. In the case of an action for damages, we will not be liable for all or any portion of the damages that are proven to not represent the depreciation in value of the Securities as a result of the misrepresentation relied upon. These rights are in addition to, and without derogation from, any other rights or remedies available at law to an Ontario purchaser. The foregoing is a summary of the rights available to an Ontario purchaser. Ontario purchasers should refer to the complete text of the relevant statutory provisions.

Public Offer Selling Restriction under the Prospectus Directive

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “Relevant Member State”), each Dealer and Designated Dealer has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “Relevant Implementation Date”) it has not made and will not make an offer of Securities to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of Securities to the public in that Relevant Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer(s) or Designated Dealer(s) nominated by the Funding Corporation for any such offer; or
- (c) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Securities referred to in (a) to (c) above shall require the Funding Corporation or any Dealer or Designated Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer of Securities to the public” in relation to any Securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe the Securities, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression “Prospectus Directive” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression “2010 Amending Directive” means Directive 2010/73/EU.

Denmark

This Offering Circular does not constitute a prospectus under Danish securities law and consequently is not required to be nor has been filed with or approved by the Danish Financial Supervisory Authority as this Offering Circular either (i) has not been prepared in the context of a public offering of securities in Denmark or the admission of securities to trading on a regulated market within the meaning of the Danish Securities Trading Act or any Executive Orders issued pursuant thereto, or (ii) has been prepared in the context of a public offering of securities in Denmark or the admission of securities to trading on a regulated market in reliance on one or more of the exemptions from the requirement to prepare and publish a prospectus in the Danish Securities Trading Act or any Executive Orders issued pursuant thereto.

Any resale of the Securities to investors in Denmark will constitute a separate offer of the Securities under Danish securities law, including its prospectus regulation, and accordingly such resale must either (i) not constitute a public offering of securities in Denmark or the admission of securities to trading on a regulated market within the meaning of the Danish Securities Trading Act or any executive orders issued pursuant thereto, or (ii) only be completed in reliance on one or more of the exemptions from the requirement to prepare and publish a prospectus in the Danish Securities Trading Act or any Executive Orders issued pursuant thereto.

France

Each of the Funding Corporation, each of the Dealers and each of the Designated Dealers has represented and agreed that it has not offered or sold and will not offer or sell, directly or indirectly, Securities to the public in France and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France the Offering Circular or any other offering material relating to the Securities and that any offers, sales and distributions have been and will only be made in France to (a) providers of investment services relating to portfolio management for the account of third parties (*personne fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*), and/or (b) qualified investors (*investisseurs qualifiés*), other than individuals, all as defined in, and in accordance with, Articles L.411-1, L.411-2, and D.411-1 of the French *Code monétaire et financier*.

Hong Kong

Each Dealer and Designated Dealer has represented and agreed that:

- (1) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Securities other than (a) to persons whose ordinary business is to buy or sell shares or debentures (whether as principal or agent), (b) to “professional investors” as defined in the Securities and Futures Ordinance (Cap.571) of Hong Kong and any rules made under that Ordinance, or (c) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap.32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (2) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Securities, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Securities which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap.571) of Hong Kong and any rules made under that Ordinance.

India

Each Dealer and Designated Dealer has represented and agreed that:

- (a) it has not offered or sold and will not offer or sell in India, directly or indirectly, by means of this Offering Circular or any other document, any Securities in circumstances which would constitute an offering to the public within the meaning of the (Indian) Companies Act, 1956 to the extent not repealed and the (Indian) Companies Act, 2013 to the extent notified or any other applicable Indian law; and
- (b) this Offering Circular and any document by means of which it offers the Securities will not be generally distributed or circulated in India and will be for the sole consideration and exclusive use of the persons permitted to acquire Securities under Indian law to whom it is issued.

This Offering Circular is strictly personal to the recipient and neither this Offering Circular nor the issue of any Securities is calculated to result, directly or indirectly, in the Securities becoming available for subscription or purchase by persons other than those receiving the invitation or offer.

The Securities have not been approved by the Securities and Exchange Board of India, Reserve Bank of India or any other regulatory or statutory authority of India, nor have the foregoing authorities approved this Offering Circular or confirmed the accuracy or determined the adequacy of the information contained in this Offering Circular. This Offering Circular has not been and will not be registered as a prospectus or a statement in lieu of prospectus with the Registrar of Companies or any other statutory or regulatory body in India.

Prospective investors from India must seek legal advice as to whether they are entitled to subscribe to the Securities and must comply with all relevant Indian laws in this respect. Each investor is deemed to have acknowledged and agreed that it is eligible to invest in the Securities under applicable laws and regulations and that it is not prohibited under any law or regulation in India from acquiring, owning or selling the Securities.

The Republic of Italy

The offering of the Securities has not been registered pursuant to Italian securities legislation and, accordingly, no Securities may be offered, sold or delivered, nor may copies of the Offering Circular or of any other document relating to the Securities be distributed in

the Republic of Italy, except:

- (i) to qualified investors (*investitori qualificati*), as defined pursuant to Article 100 of Legislative Decree No. 58 of February 24, 1998, as amended (the “Financial Services Act”) and Article 34-*ter*, first paragraph, letter b) of CONSOB Regulation No. 11971 of May 14, 1999, as amended from time to time (“Regulation No. 11971”); or
- (ii) in other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Financial Services Act and Article 34-*ter* of Regulation No. 11971.

Any offer, sale or delivery of the Securities or distribution of copies of the Offering Circular or any other document relating to the Securities in the Republic of Italy under (i) or (ii) above must be:

- (a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 16190 of 29 October 2007 (as amended from time to time) and Legislative Decree No. 385 of September 1, 1993, as amended (the “Banking Act”); and
- (b) in compliance with Article 129 of the Banking Act, as amended, and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request information on the issue or the offer of securities in the Republic of Italy; and
- (c) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or other Italian authority.

Please note that in accordance with Article 100-bis of the Financial Services Act, where no exemption from the rules on public offerings applies under (i) and (ii) above, the subsequent distribution of the Securities on the secondary market in Italy must be made in compliance with the public offer and the prospectus requirement rules provided under the Financial Services Act and Regulation No. 11971. Failure to comply with such rules may result in the sale of such Securities being declared null and void and in the liability of the intermediary transferring the financial instruments for any damages suffered by the investors.

Japan

The Securities have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended; the “FIEA”) and each Dealer and Designated Dealer has represented and agreed that it will not offer or sell any Securities, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Control Act (Law No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Korea

The Securities have not been and will not be registered under the Financial Investment Services and Capital Markets Act of Korea (the “FSCMA”). Accordingly, the Securities have not been and will not be offered, sold or delivered, directly or indirectly, in Korea or to, or for the account or benefit of, any Korean resident (as such term is defined in the Foreign Exchange Transaction Law of Korea), except as otherwise permitted under applicable laws and regulations of Korea. Furthermore, a holder of the Securities will be prohibited from offering, delivering or selling any Securities, directly or indirectly, in Korea or to any Korean resident for a period of one year from the date of issuance of the Securities except as otherwise permitted under applicable laws and regulations of Korea.

Malaysia

The prior permission of the Securities Commission and/or the Central Bank of Malaysia under the Capital Markets and Services Act 2007 and/or the Financial Services Act 2013, as the case may be, has/have not and will not be obtained for the issue, offer or making available of the Securities in Malaysia. This Offering Circular and any Pricing Supplement have not been registered as a prospectus or as an information Memorandum with the Securities Commission under the Capital Markets and Services Act 2007.

Accordingly, the Securities may not be made available, offered for subscription and no invitation to subscribe for the Securities may be made, directly or indirectly, to persons in Malaysia and this Offering Circular, any Pricing Supplement and any other documents relating to the Securities may not be circulated or distributed directly or indirectly to any person in Malaysia. Each Dealer has represented and agreed that it has not made, and will not make, any offers, promotions, marketing or solicitations for sales of or for, as the case may be, any Securities in Malaysia (including in the secondary market), except where permitted under the laws of Malaysia including as above mentioned and that it has complied with and will comply with the capital markets services licensing requirements of the Capital Markets and Services Act 2007, the approval requirements under the Financial Services Act 2013 and all other applicable laws in Malaysia with respect to anything done by it in relation to the Securities in Malaysia.

Mexico

The information contained in this offering circular is exclusively the responsibility of the Farm Credit System Banks and the Federal Farm Credit Banks Funding Corporation, and has not been reviewed or authorized by the Mexican National Banking and Securities Commission (*Comisión Nacional Bancaria y de Valores*, or “CNBV”). The Securities have not been and will not be registered in the Mexican Securities Registry (*Registro Nacional de Valores*) of the CNBV and therefore may not be publicly or privately offered or traded in Mexico unless they are offered or traded pursuant to the provisions and exemptions of the Mexican Securities Market Law (*Ley del Mercado de Valores*) and the regulations issued thereunder. In making an investment decision, all investors, including any Mexican investors who may acquire Securities from time to time, must rely on their own review and examination of the Farm Credit System Banks and the Federal Farm Credit Banks Funding Corporation. The acquisition of Securities by an investor who is a resident of Mexico will be made under its own responsibility.

Norway

Each Dealer has represented and agreed that it has not made and will not make an offer of Securities to the public in Norway prior to the publication of a prospectus in relation to the Securities which has been approved by the competent authority in Norway or, where appropriate, approved in another Relevant Member State and notified to the competent authority in Norway, all in accordance with the Prospectus Directive, except that it may make an offer of Securities to the public in Norway in other currencies than Norwegian kroner at any time:

- (a) to any legal entity which is a qualified investor as defined in the Norwegian Securities Trading Act chapter 7 and the Norwegian Securities Trading Regulation section 7-1, cf. 10-2 – 10-5;
- (b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive); or
- (c) in any other circumstances which do not require the publication by the Farm Credit System Banks of a prospectus pursuant to Article 3 (2) of the Prospectus Directive and the Securities Trading Act chapter 7.

For the purposes of this provision, the expression an “offer to the public” means the communication in any form and by any means of sufficient information on the terms of the offer so as to enable an investor to decide to purchase or subscribe the instruments offered, and the expression “Prospectus Directive” means Directive EC/2003/71 as amended by Directive 2010/73/EU.

Singapore

Each Dealer and each Designated Dealer acknowledges that the Offering Circular has not been registered as a prospectus with the Monetary Authority of Singapore, and the Securities will be offered pursuant to exemptions under the Securities and Futures Act, Chapter 289 of Singapore (the “Securities and Futures Act”). Accordingly, the Securities may not be offered or sold or made the subject of an invitation for subscription or purchase nor may this Offering Circular or any other document or material in connection with the offer or sale or invitation for subscription or purchase of any Securities be circulated or distributed, whether directly or indirectly, to any person in Singapore other than (a) to an institutional investor pursuant to Section 274 of the Securities and Futures Act, (b) to a relevant person under Section 275(1) of the Securities and Futures Act or to any person pursuant to Section 275(1A) of the Securities and Futures Act and in accordance with the conditions specified in Section 275 of the Securities and Futures Act, or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the Securities and Futures Act.

Where the Securities are subscribed or purchased under Section 275 of the Securities and Futures Act by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the Securities and Futures Act)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the Securities and Futures Act) of that corporation or the beneficiaries' rights and interests (howsoever described) in that trust shall not be transferable for 6 months after that corporation or that trust has acquired the Securities under Section 275 of the Securities and Futures Act except:

- (i) to an institutional investor under Section 274 of the Securities and Futures Act or to a relevant person defined in Section 275(2) of the Securities and Futures Act or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the Securities and Futures Act;
- (ii) where no consideration is or will be given for the transfer; or
- (iii) where the transfer is by operation of law; or
- (iv) pursuant to Section 276(7) of the Securities and Futures Act or Regulation 32 of the Securities and Futures (Offer of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

The People's Republic of China

Each Dealer and Designated Dealer has represented and agreed that neither it nor any of its affiliates has offered or sold or will offer or sell any of the Securities in the People's Republic of China (excluding Hong Kong, Macau and Taiwan, the "PRC") as part of the initial distribution of the Securities.

This Offering Circular does not constitute an offer to sell or the solicitation of an offer to buy any securities in the PRC to any person to whom it is unlawful to make the offer or solicitation in the PRC.

The Issuer does not represent that this Offering Circular may be lawfully distributed, or that any Securities may be lawfully offered, in compliance with any applicable registration or other requirements in the PRC, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer which would permit a public offering of any Securities or distribution of this document in the PRC. Accordingly, the Securities are not being offered or sold within the PRC by means of this Offering Circular or any other document. Neither this Offering Circular nor any advertisement or other offering material may be distributed or published in the PRC, except under circumstances that will result in compliance with any applicable laws and regulations.

Russian Federation

Each Dealer and Designated Dealer has represented, warranted and agreed that it has not offered or sold or transferred or otherwise disposed of and will not offer or sell or transfer or otherwise dispose of any Securities (as part of their initial distribution or at any time thereafter) to or for the benefit of any persons (including legal entities) resident, incorporated, established or having their usual residence in the Russian Federation or to any person located within the territory of the Russian Federation unless and to the extent otherwise permitted under Russian law.

Since neither the issuance of the Securities nor a securities prospectus in respect of the Securities has been registered, or is intended to be registered, with the Central Bank of Russia (the "CBR") and no decision to admit the Securities to placement or public circulation

in the Russian Federation has been made, or is intended to be made, by the CBR or a Russian stock exchange, the Securities are not eligible for initial offering or public circulation in the Russian Federation and may not be sold or offered in the Russian Federation unless and to the extent otherwise permitted under Russian law.

Information set forth in this Offering Circular is not an offer, advertisement or invitation to make offers, to sell, exchange or otherwise transfer, the Securities in the Russian Federation or to or for the benefit of any Russian person or entity and must not be distributed or circulated in the Russian Federation, unless and to the extent otherwise permitted under Russian law.

Sweden

This Offering Circular and any Pricing Supplement are for the intended recipients only and may not in any way be forwarded to the public in Sweden, except when such offering would not require the preparation and registration of a prospectus by the Swedish Financial Supervisory Authority (Sw: *Finansinspektionen*) in accordance with the relevant exemptions under the Swedish Financial Instruments Trading Act (Sw: *lag (1991:980) om handel med finansiella instrument*). Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed in relation to the Securities will be required to represent, warrant and agree that it has not offered or sold and will not offer or sell Securities to the public in Sweden other than:

- a) in case the offer is directed solely to qualified investors (as defined in Ch. 1 Section 1 para. 13 of the Swedish Financial Instruments Trading Act);
- b) the offer is directed to fewer than 150 natural persons or legal entities who are not qualified investors, subject to obtaining the prior consent of the Funding Corporation for any such offer;
- c) the offer relates to a purchase of Securities for a total consideration equal to not less than € 100,000 for each investor;
- d) each of the Securities has a nominal value equivalent to not less than € 100,000;
- e) the aggregate sum which the investors shall pay during a 12-month period within the EEA does not exceed the equivalent of € 2,500,000, subject to obtaining the prior consent of the Funding Corporation for any such offer;
- f) in any other circumstances falling within Ch. 2 Section 2-5 of the Swedish Financial Instruments Trading Act,

provided that no such offer of Securities referred to in (a) to (f) above shall require the Funding Corporation or any Dealer or Designated Dealer to publish a prospectus or a supplement to a prospectus pursuant to the Swedish Financial Instruments Trading Act.

This document is not a prospectus in accordance with the prospectus requirements provided for in the Swedish Financial Instruments Trading Act or in any other Swedish laws or regulations. Neither the Swedish Financial Supervisory Authority nor any other Swedish public body has examined, approved or registered this document.

Switzerland

This Offering Circular is not intended to constitute an offer or solicitation to purchase or invest in the Securities described herein. The Securities may not be publicly offered, sold or advertised, directly or indirectly, in, into or from Switzerland and will not be listed on the SIX Swiss Exchange or on any other exchange or regulated trading facility in Switzerland. Neither this Offering Circular nor any other offering or marketing material relating to the Securities constitutes a prospectus as such term is understood pursuant to article 652a or article 1156 of the Swiss Code of Obligations or a listing prospectus within the meaning of the listing rules of the SIX Swiss Exchange or any other regulated trading facility in Switzerland or a simplified prospectus or a prospectus as such term is defined in the Swiss Collective Investment Scheme Act, and neither this Offering Circular nor any other offering or marketing material relating to the Securities may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this Offering Circular nor any other offering or marketing material relating to the offering, nor the Issuers nor the Securities have been or will be filed with or approved by any Swiss regulatory authority. The Securities are not subject to the supervision by any

Swiss regulatory authority, e.g., the Swiss Financial Markets Supervisory Authority FINMA (FINMA), and investors in the Securities will not benefit from protection or supervision by such authority.

Taiwan

Each Dealer has acknowledged that the Securities are only permitted to be made available to Republic of China (Taiwan) (“ROC”) investors for purchase outside the ROC either directly or through properly licensed Taiwan intermediaries acting on behalf of such investors. Accordingly, the Dealers have represented and agreed that they have not made, and will not make, any offers, promotion, commercial solicitation and sales of any Securities directly or indirectly within the ROC. No person or entity has been authorized to offer or sell the Securities within the ROC.

United Kingdom

Each Dealer and Designated Dealer has represented and agreed that:

- (1) in relation to any Securities having a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business, and (b) has not offered or sold and will not offer or sell any Securities other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Securities would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the “FSMA”) by the Funding Corporation;
- (2) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Securities in circumstances in which Section 21(1) of the FSMA does not apply to the Funding Corporation; and
- (3) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Securities in, from or otherwise involving the United Kingdom.

General Information

We, the Dealers and the Designated Dealers have agreed in the respective Selling Group Agreements to indemnify each other against and contribute toward certain liabilities.

Each Dealer and Designated Dealer engages in transactions with and performs services for us in the ordinary course of business. In connection with any particular issue of Securities, one or more of the Banks may enter into interest rate swaps or other hedging transactions with, or arranged by, a Dealer or Designated Dealer participating in the issuance, an affiliate of the Dealer or Designated Dealer or an unrelated third party. The Dealer, Designated Dealer or other party may receive compensation, trading gain or other benefits in connection with the transactions. The interest rate swaps or other hedging transactions may reference the Securities, other obligations of the Banks or obligations of other issuers.

In connection with any particular issue of Securities, Dealers, Designated Dealers or any other entity through which such Securities are sold may over-allot or effect transactions that seek to stabilize or maintain the market price of the Securities at levels above those which might otherwise prevail in the open market. Such transactions may include stabilizing bids or purchases for the purpose of pegging, fixing or maintaining the market price of the Securities. A Dealer, Designated Dealer or any other entity through which Securities are sold may also create a short position in such Securities by selling such Securities with a principal amount greater than that set forth on the cover page of the applicable Offering Announcement or Term Sheet and may reduce such short position by purchasing Securities in the open market.

Purchases described above may cause the price of the applicable Security to be higher than it might otherwise be in the absence of such transactions. Such transactions, if commenced, may be discontinued at any time. If a Dealer, a Designated Dealer or any other entity through which Securities are sold engages in any such transaction, it will do so on its own behalf and not as our agent.

Either we or a Dealer or a Designated Dealer may terminate, upon notice, the status of the Dealer or Designated Dealer by termination of the applicable Selling Group Agreement. In addition, under certain circumstances, we may, in our sole discretion, terminate or suspend a Dealer or Designated Dealer.

GLOSSARY

Set forth below are definitions of some of the commonly used terms in this Offering Circular.

“**Act**” means the Farm Credit Act of 1971, as amended.

“**Actual/Actual**” means that interest or any other relevant accrual factor will be calculated on the basis of the actual number of days elapsed in the Interest Period divided by the number of days in the year in which the day for which interest is being calculated falls (365 days or 366 days in a leap year).

“**Actual/360**” means that interest or any other relevant accrual factor will be calculated on the basis of the actual number of days elapsed in the Interest Period divided by a year of 360 days.

“**30/360**” means that interest or any other relevant accrual factor will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

“**Associations**” means the Associations of the Farm Credit System.

“**Banks**” means the Banks of the Farm Credit System.

“**Bloomberg**” means Bloomberg Professional Service distributed by Bloomberg L.P. or any successor to such service. Bloomberg means, when used in connection with any Reference Rate, the display page so designated on Bloomberg, or any successor to this service (or any other page as may replace that page on that service) or any other leading market-recognized electronic or print source service as may be designated as the information vendor for the purpose of displaying rates or prices comparable to that Reference Rate.

“**Bond-Equivalent Yield**” is the yield (expressed as a percentage) calculated in accordance with the following formula:

$$\text{Bond-Equivalent Yield} = \frac{D \times N}{360 - (D \times M)} \times 100$$

where “D” refers to the per annum rate for the security, quoted on a bank discount basis and expressed as a decimal; “N” refers to 365 days (or 366 days if February 29 falls between the period from and including the Settlement Date to but excluding the first anniversary date of the Settlement Date of the Security); and “M” refers to the actual number of days in the period from and including the Settlement Date to but excluding the Maturity Date.

“**Bonds**” means the Federal Farm Credit Banks Consolidated Systemwide Bonds.

“**Business Day**” means any day other than (1) a Saturday or Sunday, (2) a day on which the FRBNY is closed for business, or (3) with respect to any payment in respect of any book-entry security, a day on which the Federal Reserve Bank maintaining the book-entry account relating to such book-entry security is closed for business.

“**Calculation Date**” means the date on which we calculate an amount to be paid on an Interest Payment Date, Redemption Date or the Maturity Date, which, unless otherwise specified, will be four Business Days prior to such date.

“**Component**” means each Interest Component and Principal Component of an Eligible Bond.

“**Component Participants**” the Participants whose names appear on the book-entry records of the Federal Reserve Banks as the entities to whose account Components have been deposited.

“**Composite Quotations**” means the daily statistical release entitled “Composite 3:30 P.M. Quotations for U.S. Government Securities,” or any successor publication, published by the FRBNY.

“Current Factor” means a number that represents the fraction (expressed as a decimal) the numerator of which represents the aggregate principal amount of a particular issue of Optional Principal Redemption Bonds then outstanding and the denominator of which represents the initial aggregate principal amount of such Bonds.

“CUSIP Number” means the nine-character identification number used to identify the Securities on the records of the Federal Reserve Banks.

“Cut-off Date” means the Maturity Date of an Eligible Bond or, if the Eligible Bond is subject to redemption prior to the Maturity Date, the first date on which the Eligible Bond is subject to redemption.

“Day Count Convention” means Actual/Actual, Actual/360, 30/360 or such other methodology set forth in a Term Sheet for the purpose of calculating accrued interest or other amounts.

“Dealers” means certain investment dealers and dealer banks appointed by us to offer and sell the Securities under the relevant Selling Group Agreement, including Bond Dealers, Lead Dealer(s), Discount Note Dealers, Designated Dealers and Participating Dealers. To be a Dealer with respect to a particular type of Security, the Dealer must execute the relevant Selling Group Agreement. A current list of Bond Dealers, Lead Dealers and Discount Note Dealers is available on the Funding Corporation’s website at www.farmcreditfunding.com or upon request to the Funding Corporation at 10 Exchange Place, Suite 1401, Jersey City, New Jersey 07302; telephone: (201)200-8000.

“Designated Dealers” means certain Dealers appointed as Bond Dealers who have also been appointed by us to participate in the distribution of Discount Notes through the Discount Note Dealers under the relevant Selling Group Agreements. To be a Designated Dealer with respect to Discount Notes, the Bond Dealer must execute the relevant Selling Group Agreement. A current list of Designated Dealers is available on the Funding Corporation’s website at www.farmcreditfunding.com or upon request to the Funding Corporation at 10 Exchange Place, Suite 1401, Jersey City, New Jersey 07302; telephone: (201)200-8000.

“Designated Maturity” means the period of time specified in the applicable Term Sheet relating to the period to maturity of the instrument or obligation from which the Reference Rate is calculated. For floating interest rates, the Designated Maturity may vary for different Reference Rates as discussed in the Offering Circular.

“Determination Date” means the date as of which the interest rate for a Floating-Rate Bond is established, to be effective as of the following Reset Date. For Reference Rates, the Determination Date may vary for different Reference Rates as discussed in the Offering Circular.

“Direct Participant” means a U.S. and non-U.S. securities broker and dealer, bank, trust company, clearing corporation, or certain other organization for whom DTC holds and provides asset servicing for issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments, including the Retail Bonds, that Direct Participants deposit with DTC.

“Discount Notes” means the Federal Farm Credit Banks Consolidated Systemwide Discount Notes.

“DTC” means the Depository Trust Company.

“DTC Book-Entry System” means the book-entry system of the Depository Trust Company.

“Electronic Order Management System” means any electronic order management application system or electronic trading platform of the Funding Corporation, including eSpeed.

“Eligible Bonds” means certain issues of specified Bonds eligible to be separated (stripped) into their separate Interest Components and Principal Components on the Fed Book-Entry System.

“Farm Credit Securities Regulations” means the regulations prescribed by the FCA governing the Banks’ debt securities, currently set forth in 12 CFR Part 615, Subpart O, as amended.

“FCA” means the Farm Credit Administration.

“Fed Book-Entry System” means the book-entry system of the Federal Reserve Banks.

“Fiscal Agency Agreement” means the agreement between the Funding Corporation, acting on behalf of the Banks, and the FRBNY, as fiscal agent, under which the Federal Reserve Banks maintain the Securities on the Fed Book-Entry System and receive and make payments of principal of and interest on the Securities on behalf of the Banks.

“Fixed-Rate Bonds” means Bonds that bear interest at a fixed rate.

“Fixed-Rate Retail Bonds” means Retail Bonds that bear interest at a fixed rate.

“Floating-Rate Bonds” means Bonds that bear interest at a floating rate determined by reference to one or more interest rate indices or otherwise.

“Floating-Rate Retail Bonds” means Retail Bonds that bear interest at a floating rate determined by reference to one or more interest rate indices or otherwise.

“FRBNY” means the Federal Reserve Bank of New York.

“Funding Corporation” means the Federal Farm Credit Banks Funding Corporation.

“Global Agency Agreement” means the Issuing, Calculation, Paying and Transfer Agency Agreement, dated April 26, 2011, between the Funding Corporation, acting on behalf of the Banks, and the U.S. Bank National Association, a national banking association organized under the laws of the United States of America, acting as issuing agent, calculation agent, paying agent, and transfer agent in connection with certain Federal Farm Credit Banks Consolidated Systemwide Retail Bonds.

“H.15(519)” means the Federal Reserve Statistical Release for Selected Interest Rates H.15(519), which is published by the Board of Governors of the Federal Reserve System on the first Business Day of each week with data from the prior week, and can be found on their website at www.federalreserve.gov/releases/h15, or any successor site or publication.

“H.15 Daily Update” means the daily update of H.15(519) available through the website of the Board of Governors of the Federal Reserve System at www.federalreserve.gov/releases/h15/update, or any successor site or publication.

“Holder” means DTC or its nominee as sole holder of the Retail Bonds for all purposes, so long as DTC or its nominee is the registered owner of any Master Retail Bond as appears in the register of any Master Retail Bonds deposited with or held on behalf of DTC (or any nominee of DTC).

“Immediately Available Funds” means payment in funds credited and immediately available to the Funding Corporation’s account at the FRBNY.

“Incorporated Information” means the Information Statements and the Press Releases.

“Indirect Participant” means a U.S. and non-U.S. securities broker or dealer, bank, trust company or clearing corporation that clears through or maintains a custodial relationship with a DTC Direct Participant, either directly or indirectly.

“Information Statements” means the most recent Farm Credit System Annual Information Statement and the most recent Farm Credit System Quarterly Information Statement issued after the Annual Information Statement.

“Initial Interest Rate” with respect to a Floating-Rate Bond or Floating Rate Retail Bond means the rate, if any, specified in the applicable Term Sheet as the accrual rate for the period from and including the Issue Date to but excluding the date specified in the Term Sheet for such Bond or Retail Bond as the first Reset Date.

“Insurance Corporation” means the Farm Credit System Insurance Corporation.

“Insurance Fund” means the Farm Credit Insurance Fund.

“Interest Components” means the components of an Eligible Bond that are each future interest payment due on or prior to the Maturity Date.

“Interest Payment Date” means the date on which interest will be paid as specified in the applicable Term Sheet.

“Interest Period” means the period from and including the Issue Date of the Securities to but excluding the first Interest Payment Date for the Security and thereafter each successive period from and including one Interest Payment Date to but excluding the next succeeding Interest Payment Date.

“Issue Date” means the date a Security is issued as specified in the applicable Offering Announcement or Term Sheet.

“Issue Price” means the offering price of the Security as specified in the applicable Offering Announcement or Term Sheet.

“Issuer” means the Banks as the issuers of a Security.

“Lead Dealer” means Incapital LLC or other Dealer appointed as a Lead Dealer who has also been appointed by us to participate in the distribution of Retail Bonds under the relevant Selling Group Agreements. A Lead Dealer with respect to Retail Bonds must execute the relevant Selling Group Agreement. A current list of Lead Dealers is available on the Funding Corporation’s website at www.farmcreditfunding.com or upon request to the Funding Corporation at 10 Exchange Place, Suite 1401, Jersey City, New Jersey 07302; telephone: (201)200-8000.

“London Banking Day” means any day, other than a Saturday or Sunday, on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in London.

“Maturity Date” means the date on which the Security will mature and payment of the par amount or the principal amount outstanding, as the case may be, will be made.

“Notice” means a notice of redemption generally published not less than five Business Days prior to any Redemption Date through at least one nationally recognized financial information service (such as Bloomberg) which disseminates redemption information with respect to securities.

“Offering Announcement” means the specific information and terms and conditions for each issue of Discount Notes as such information and terms and conditions appear on a nationally recognized financial information service (such as Bloomberg) and the Funding Corporation’s Electronic Order Management System.

“Optional Principal Redemption Bond” means a Bond that may be redeemed, at the Banks’ option, in whole or in part, on any day or days as specified in the applicable Term Sheet or otherwise as specified in the Term Sheet.

“Participant” means the entity whose name appears on the book-entry records of a Federal Reserve Bank as the entity for whose account the Securities have been deposited.

“Participating Dealers” means certain Dealers appointed as Bond Dealers who have been appointed by us to participate in the distribution of Retail Bonds through the Lead Dealer under the relevant Selling Group Agreements. To be a Participating Dealer with respect to Retail Bonds, the Participating Dealer must execute the relevant Selling Group Agreement. A current list of Participating Dealers is available on the Funding Corporation’s website at www.farmcreditfunding.com or upon request to the Funding Corporation at 10 Exchange Place, Suite 1401, Jersey City, New Jersey 07302; telephone: (201)200-8000.

“Posted Rate” means the discount rate offered for a Discount Note on the Trade Date as specified in the applicable Offering Announcement.

“Press Releases” means certain press releases relating to financial results or to other developments affecting the System issued by the Funding Corporation since the publication of the most recent Information Statement.

“Principal Component” means the component of an Eligible Bond that is the principal payment.

“Processing Agent” means U.S. Bank Trust National Association or any successor.

“Rate Cut-Off Period” means the period commencing on the Calculation Date to, but not including, the Interest Payment Date.

“Redeemable Bond” means a Bond that may be redeemed, at the Banks’ option, in whole, on any day as specified in the applicable Term Sheet or otherwise as specified in the Term Sheet.

“Redeemable Retail Bond” means a Retail Bond that may be redeemed, at the Banks’ option, in whole, on any day as specified in the applicable Term Sheet or otherwise as specified in the Term Sheet.

“Redemption Date” means the date on which the Security is to be redeemed.

“Reference Rate” means a specified index rate.

“Regulations” means the regulations of the FCA issued under the Act.

“Representative Amount” means an amount, determined by the Funding Corporation, that is representative for a single transaction in the relevant market at the relevant time.

“Reset Date” means the date on which a Floating-Rate Bond will begin to bear interest at the variable interest rate determined on the relevant Determination Date.

“Retail Bonds” means the Federal Farm Credit Banks Consolidated Systemwide Retail Bonds.

“Securities” means the Bonds, Retail Bonds and Discount Notes offered pursuant to this Offering Circular.

“Securities Intermediary” means any one of the persons described as a Securities Intermediary in the Farm Credit Securities Regulations, including, without limitation, a bank, brokerage firm or securities clearing organization, through which a beneficial owner holds a Security.

“Selling Group Agreements” means the Federal Farm Credit Banks Funding Corporation Amended and Restated Bond Selling Group Agreement, dated as of October 18, 2010, the Federal Farm Credit Banks Funding Corporation Amended and Restated Discount Note Selling Group Agreement — Core Dealers, dated as of December 1, 2010, the Federal Farm Credit Banks Funding Corporation Discount Note Selling Group Agreement – Designated Dealers, dated as of December 1, 2010, and the Federal Farm Credit Banks Funding Corporation Retail Bonds Selling Group Agreement, effective May 23, 2011, entered into with various Dealers, each as may be amended from time to time.

“Settlement Date” means the date on which the Funding Corporation will deliver the Securities against payment.

“Spread” means the constant amount or percentage, if any, specified in the applicable Term Sheet to be added to or subtracted from the Reference Rate, as the case may be, to determine the interest rate for each Reset Period for a Floating-Rate Bond.

“Step Rate Bonds” means Bonds or Retail Bonds that bear interest at two or more specified fixed rates for specified periods.

“Survivor’s Option” means the right of the Survivor Representative of a Retail Bond to require the repayment in whole or in part of such Retail Bond prior to its Maturity Date upon the death of its beneficial owner under the procedures and restrictions of such Retail Bond at a price equal to 100% of the principal amount of such beneficial interest plus accrued and unpaid interest to the date of such repayment, subject to certain limitations as described below.

“Survivor Representative” means the person with authority to act on behalf of the deceased owner of the beneficial interest in a Retail Bond under the laws of the appropriate jurisdiction (including, without limitation, the personal representative, executor, surviving joint tenant or surviving tenant by the entirety of such deceased beneficial owner).

“System” means the Farm Credit System.

“Systemwide Debt Securities” means all debt securities of the Banks issued under Section 4.2(d) of the Act.

“Term Sheet” means the document that contains the specific information and final terms and conditions for each issue of Bonds and Retail Bonds.

“Trade Date” with respect to Discount Notes means any Business Day between 8:00 a.m. and 11:59 p.m. on which a Discount Note is offered for sale by us to a Dealer.

“Treasury Securities Regulations” means the regulations and procedures prescribed by the United States Department of the Treasury governing United States securities, currently set forth in 31 CFR Parts 306 and 357, as amended.

“U.S. Government Securities Business Day” means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association (SIFMA) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

“Zero-Coupon Bonds” means Bonds which are offered at a discount from the amount to be paid at maturity with no periodic payment of interest.

“Zero-Coupon Retail Bonds” means Retail Bonds which are offered at a discount from the amount to be paid at maturity with no periodic payment of interest.

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REFERENCE RATES SUPPLEMENT

Terms used in this Reference Rates Supplement, unless otherwise defined in the Glossary to the Offering Circular, have the meanings ascribed to them in this Supplement. The following terms and conditions apply generally to the Securities. The Offering Announcement or Term Sheet for each offering of Securities will contain the specific information related to that offering and may contain additional or different terms and conditions for that Security. It is important to consider the information in the Offering Circular, the applicable Offering Announcement or Term Sheet and this Supplement in making an investment decision. In the case of any discrepancy between the terms and conditions of a particular Security as described in the Offering Circular or this Supplement and as described in the applicable Offering Announcement or Term Sheet, you should rely on the terms and conditions as described in the Offering Announcement or Term Sheet.

Treasury Rate Bonds

Each Treasury Rate Bond will bear interest at a rate per annum equal to the Treasury Note Rate for the Specified Treasury Notes (as defined below) calculated as described below either plus or minus a Spread, if any. Interest will be computed using an Actual/Actual Day Count Convention.

Calculation of Treasury Note Rate

The Treasury Note Rate effective beginning on each Reset Date will be determined with reference to a percentage equal to the yield for United States Treasury securities at a “constant maturity” for a period of the Designated Maturity specified in the applicable Term Sheet (“Specified Treasury Notes”), and for that Reset Date as set forth in H.15(519) under the caption “Treasury constant maturities.”

“Reset Date” with respect to the calculation of the Treasury Note Rate means the day that is specified as such in the applicable Term Sheet for an issue of Treasury Rate Bonds. “Determination Date” with respect to the calculation of the Treasury Note Rate means the day that is two U.S. Government Securities Business Days prior to that Reset Date, except that, during the Rate Cut-Off Period, the Treasury Note Rate will be the rate in effect on the Calculation Date.

The following procedures will occur if the rate cannot be set as described above for a Determination Date:

- (1) If such rate is not published in H.15(519), the rate for that Reset Date will be a percentage equal to the yield for the Specified Treasury Notes and for that Reset Date as set forth in H.15 Daily Update under the caption “Treasury constant maturities.”
- (2) If such rate is so published in H.15(519) or H.15 Daily Update, the rate for that Reset Date will be the rate for the Specified Treasury Notes as may then be published by either the Federal Reserve System Board of Governors or the United States Department of the Treasury that the Funding Corporation determines to be comparable to the rate which would otherwise have been published in H.15(519) or H.15 Daily Update.
- (3) If the Federal Reserve System Board of Governors or the United States Department of the Treasury does not publish a yield for the Specified Treasury Notes, the rate for that Reset Date will be calculated by the Funding Corporation and will be a yield-to-maturity based on the arithmetic mean of the secondary market bid rates at approximately 3:30 p.m., New York City time, on the Determination Date preceding the Reset Date of three leading primary United States government securities dealers selected by the Funding Corporation (from five such dealers and eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest)) for United States Treasury securities with an original maturity equal to the Designated Maturity, a remaining term to maturity no more than one year shorter than the Designated Maturity and in a Representative Amount.

If fewer than five but more than two prices are provided as requested, the rate for that Reset Date will be based on the arithmetic mean of the bid prices obtained and neither the highest nor lowest of the quotations will be eliminated.

If fewer than three prices are provided as requested, the rate for that Reset Date will be calculated by the Funding Corporation and will be a yield-to-maturity based on the arithmetic mean of the secondary market bid prices as of approximately 3:30 p.m. (New York City time) on the day that is two U.S. Government Securities Business Days preceding that Reset Date of three leading primary United States government securities dealers selected by the Funding Corporation (from five such dealers and eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest)) for United States Treasury securities with an original maturity greater than the Designated Maturity, a remaining term to maturity closest to the Designated Maturity and in a Representative Amount.

If two United States Treasury securities with an original maturity greater than the Designated Maturity have remaining terms to maturity equally close to the Designated Maturity, the quotes for the Treasury security with the shorter original term to maturity will be used.

If the banks are not quoting as described in above, then the Treasury Note Rate will be the rate in effect for the immediately preceding Reset Date or if there was no preceding Reset Date, then the Treasury Note Rate will be the rate in effect on the Issue Date.

LIBOR Bonds

Each LIBOR Bond will bear interest from and including its Issue Date to its Maturity Date at a rate per annum equal to LIBOR calculated as provided below either plus or minus a Spread, if any. Interest on LIBOR Bonds will be computed using an Actual/360 Day Count Convention.

Calculation of LIBOR

LIBOR effective beginning on each Reset Date will be the Intercontinental Exchange Group (“ICE”) Interest Settlement Rate for deposits in U.S. dollars for a period of the Designated Maturity which corresponds to the applicable Reset Period and that currently appears on Bloomberg, on page BBAM or such successor page, based on calculations from quotations taken as of 11:00 a.m. (London time) on the Determination Date corresponding to the relevant Reset Period.

“Reset Date” with respect to the calculation of LIBOR means the first day of a Reset Period. “Reset Period” with respect to a LIBOR Bond means each successive period equal to the Designated Maturity specified in the applicable Term Sheet for the Bond, which will be one month, three months, six months, or such other Designated Maturity as specified in the Term Sheet. “Determination Date” with respect to any Reset Period of a LIBOR Bond means the date which is two London Banking Days preceding that Reset Date beginning the period, except that, during the Rate Cut-Off Period, LIBOR will be the rate in effect on the Calculation Date.

The following procedures will occur if the rate cannot be determined as described above for a Determination Date:

- (1) If LIBOR for that Reset Date does not yet appear as described above, then LIBOR for that Reset Date will be determined on the basis of the rates at which deposits in U.S. dollars are offered by the principal London offices of four major banks in the London interbank market, selected by the Funding Corporation, at approximately 11:00 a.m. (London time) on the Determination Date to prime banks in the London interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Funding Corporation will request the quotations from each of the four selected banks.
- (2) If at least two quotations are provided, LIBOR for that Reset Date will be the arithmetic mean of the quotations.
- (3) If fewer than two quotations are provided, LIBOR for that Reset Date will be the arithmetic mean of the rates quoted by four major banks in New York City, selected by the Funding Corporation, at approximately 11:00 a.m. (New York City time) on that Reset Date for loans in U.S. dollars to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

- (4) If the banks are not quoting as described in (3) above, then LIBOR will be the rate in effect for the immediately preceding Reset Date or if there was no preceding Reset Date, then LIBOR will be the rate in effect on the Issue Date.

The interest rate in effect on each day will be:

- (1) the interest rate with respect to the Determination Date pertaining to the Reset Date if the day is a Reset Date; or
- (2) the interest rate with respect to the Determination Date pertaining to the immediately preceding Reset Date or the Issue Date if the day is not a Reset Date.

T-Bill Rate Bonds

Each T-Bill Rate Bond will bear interest at a rate per annum equal to the T-Bill Rate calculated as provided below either plus or minus a Spread, if any. Interest on T-Bill Rate Bonds will be computed using an Actual/360 Day Count Convention.

Calculation of T-Bill Rate

The T-Bill Rate effective beginning on each Reset Date shall be the rate for the applicable Treasury Bill auction as reported in the most recent Treasury Auction Press Release for the Designated Maturity under the heading “High Rate” that has been converted into a simple-interest money market yield computed on an Actual/360 basis. The formula for computing the simple-interest money market yield on an Actual/360 basis is:

$$r = \frac{D}{1 - \frac{\Delta T}{360} D}$$

where D is the discount rate (or auction “High Rate”), and ΔT represents the number of days from (and including) the issue date of the applicable Treasury Bill to (but excluding) the maturity date of the applicable Treasury Bill.

“Reset Date” with respect to the calculation of the T-Bill Rate means the calendar day immediately following the most recent auction of Treasury Bills. The T-Bill Rate will be reset on the calendar day following an applicable Treasury Bill auction regardless of whether that day is a Business Day or a non-Business Day.

The initial T-Bill Rate will be based on the results of the most recent applicable Treasury Bill auction prior to the Issue Date.

The T-Bill Rate in effect from the first day of each Interest Period through and including the date of the first applicable Treasury Bill auction on or after the first day of the Interest Period will be based on the results of the most recent applicable Treasury Bill auction prior to that first day of the Interest Period.

The T-Bill Rate with respect to any day which is in the Rate Cut-off Period will be the rate in effect on the Calculation Date.

The following procedures will occur if the rate cannot be determined as described above a Reset Date:

- (1) In the event no applicable auction of Treasury Bills is held during any period of seven consecutive calendar days ending on and including any Friday, then until such time as an auction is held, the T-Bill Rate will be adjusted on the calendar day following the date, as determined by the Funding Corporation, on which the next applicable Treasury Bill auction would have occurred in accordance with usual practices of the United States Department of the Treasury, and thereafter each week on the calendar day following such date (in such circumstances, each such date will be a “Reset Date”); and will be the converted simple-interest money market yield on an Actual/360 basis of the arithmetic mean of the secondary market bid rates for the issue of U.S. Treasury Bills with a maturity closest to the Designated Maturity (in each case, the bids will be as quoted by three primary United States government securities dealers in New York City, selected by the

Funding Corporation, as of approximately 3:30 p.m. (New York City time) on the calendar day preceding such Reset Date).

- (2) If the dealers are not quoting as described above, then the T-Bill Rate will be the rate in effect for the immediately preceding Reset Date or if there was no preceding Reset Date, then the T-Bill Rate will be the rate in effect on the Issue Date.

“Treasury Auction Press Release” with respect to the calculation of the T-Bill Rate means the auction data available through the website of the Bureau of the Public Debt of the U.S. Treasury Department at www.treasurydirect.gov/instit/annceresult/press/press.htm, and using the relevant issuance calendar year, issuance security, and Auction Date/Results hyper-links, or any successor site or publication.

Prime Rate Bonds

Each Prime Rate Bond will bear interest at a rate per annum equal to the Prime Rate calculated as provided below either plus or minus a Spread, if any. Interest on Prime Rate Bonds will be computed using an Actual/360 Day Count Convention.

Calculation of Prime Rate

The “Prime Rate” means, with respect to any Reset Date will be the rate set forth in H.15(519) opposite the caption “Bank prime loan.”

The “Reset Date” with respect to the calculation of the Prime Rate means each calendar day in an Interest Period.

The “Determination Date” means the Business Day immediately preceding the Reset Date.

The Prime Rate with respect to any day which is in the period beginning on the Calculation Date through and including the calendar day first preceding an Interest Payment Date will be the rate in effect on a Calculation Date.

The following procedures will occur if the rate cannot be set as described above:

- (1) If, by 5:00 p.m., New York City time, on the Calculation Date, the Prime Rate for a Reset Date is not yet published or displayed in H.15(519), then the rate will be the rate set forth in H.15 Daily Update for that day opposite the caption “Bank prime loan.”
- (2) If, by 5:00 p.m., New York City time, on the Calculation Date, the Prime Rate for a Reset Date is not yet published in H.15(519) or H.15 Daily Update, then the rate for that Reset Date will be the rate of interest displayed by Bloomberg, currently under the ticker “FCPR,” as of 5:00 p.m. New York City time.
- (3) If there is a discontinuation of the reporting of the Prime Rate as described above, then the Prime Rate will be the Prime Rate published in the Wall Street Journal on such Reset Date.
- (4) If the Prime Rate is not published in the Wall Street Journal as described above, then the Prime Rate for the Reset Date will be the rate for the immediately preceding Reset Date.

Federal Funds Effective Rate Bonds

Each Federal Funds Effective Rate Bond will bear interest from and including its Issue Date to its Maturity Date at a rate per annum equal to the Federal Funds Effective Rate calculated as provided below either plus or minus a Spread, if any. Interest on Federal Funds Effective Rate Bonds will be computed using an Actual/360 day count convention.

Calculation of Federal Funds Effective Rate

The “Federal Funds Effective Rate” means, with respect to any Reset Date will be the rate set forth in H.15(519) opposite the caption “Federal funds (effective).”

The “Reset Date” with respect to the calculation of the Federal Funds Effective Rate means each calendar day in an Interest Period.

The “Determination Date” means the Business Day immediately preceding the Reset Date.

The Federal Funds Effective Rate with respect to any day which is in the period beginning on the Calculation Date through and including the calendar day first preceding an Interest Payment Date will be the rate in effect on the Calculation Date.

The following procedures will occur if the rate cannot be set as described above:

- (1) If, on the Calculation Date, the Federal Funds Effective Rate for a Reset Date is not yet published in H.15(519), the rate for that Reset Date will be the rate set forth in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying that rate, for that day opposite the caption “Federal funds (effective).”
- (2) If, on the Calculation Date, the above described rate for a Reset Date has not yet been published in H.15(519) or H.15 Daily Update (or such other recognized electronic source used for the purpose of displaying such rate), the rate will be the rate for the immediately preceding Reset Date.

If the Funding Corporation determines that the Federal Funds Effective Rate will no longer be published, the rate for the following Reset Date will be the arithmetic mean of the rates for the last transaction in overnight United States Federal Funds arranged by three leading brokers of Federal Funds transactions, selected by the Funding Corporation, as of approximately 9:00 a.m. (New York City time) on the Determination Date for that Reset Date unless a rate is otherwise published on the H.15(519), or H.15 Daily Update (or such other recognized electronic source used for the purpose of displaying such rate) by 4:30 p.m. on such Reset Date. If fewer than three brokers are quoting as described, the rate of interest in effect for the applicable period will be the same as the rate of interest in effect for the prior Reset Date.

Discrepancy

With respect to the calculation of a rate for any Bond or Retail Bond, if any discrepancy arises between the H.15(519) and the H.15 Daily Update, the H.15(519) will take precedence. If any discrepancy arises between H.15(519) and Bloomberg, the H.15(519) will take precedence.

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ANNEX A

**RETAIL BOND
REPAYMENT ELECTION FORM**

CUSIP NO. _____

To: The Funding Corporation as agent for the Farm Credit System Banks (the “Banks”)

The undersigned financial institution (the “Financial Institution”) represents the following:

- The Financial Institution has received a written request for repayment from the executor or other survivor representative (the “Survivor Representative”) of the deceased beneficial owner listed below (the “Deceased Beneficial Owner”) of Retail Bonds CUSIP No. _____ (the “Retail Bonds”).
- The Hold Period for the Retail Bonds in the principal amount listed below has been satisfied and the Financial Institution currently holds Retail Bonds as a Direct or Indirect Participant in the Depository Trust Company (“DTC”).

The Financial Institution agrees to the following terms:

- The Financial Institution shall follow the instructions (the “Instructions”) accompanying this Repayment Election Form (the “Form”).
- The Financial Institution shall make all records specified in the Instructions supporting the above representations available to the Processing Agent for inspection and review within five Business Days of the Processing Agent’s request.
- If the Financial Institution or the Processing Agent, in either’s reasonable discretion, deems any of the records specified in the Instructions supporting the above representations unsatisfactory to substantiate a claim for repayment, the Financial Institution shall not be obligated to submit this Form, and the Processing Agent may deny repayment. If the Financial Institution cannot substantiate a claim for repayment, it shall notify the Processing Agent immediately.
- Other than as described in this Offering Circular Supplement in the limited situation involving request for repayment exercised pursuant to the Survivor’s Option that are not accepted during one calendar year as a result of the “Annual Aggregate Survivor’s Option Limitation,” repayment elections may not be withdrawn. The Financial Institution agrees to indemnify and hold harmless the Banks, the Funding Corporation (and the Processing Agent indicated in paragraph 12 of the Instructions to this Form) against and from any and all claims, liabilities, costs, losses, expenses, suits and damages resulting from the Financial Institution’s above representations and request for repayment on behalf of the Survivor Representative.

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**RETAIL BOND
REPAYMENT ELECTION FORM**

CUSIP No. _____

(1) _____
Name of Deceased Beneficial Owner

(2) _____
Date of Death

(3) _____
Name of Survivor Representative Requesting Repayment

(4) _____
Name of Financial Institution Requesting Repayment

(5) _____
Signature of Representative of Financial Institution Requesting Repayment

(6) _____
Principal Amount of Requested Repayment

(7) _____
Date of Election

(8) Financial Institution Representative:
Name:
Phone Number:
Fax Number:
Mailing Address (no P.O. Boxes):
E-mail Address:

(9) U.S. Bank's Delivery Versus Payment Instructions*:
U.S. Bank Trust National Association
DTC Participant Number _____

TO BE COMPLETED BY THE PROCESSING AGENT:

- (A) Delivery and Payment Date:
- (B) Principal Amount:
- (C) Accrued Interest:
- (D) Date of Receipt of Form by the Processing Agent:
- (E) Date of Acknowledgment by the Processing Agent:

* Delivery of the Retail Bonds subject to repayment must be made on the repayment date and not prior to the repayment date. Delivery should be made in accordance with U.S. Bank's Delivery Versus Payment Instructions as provided on line (9) above.

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INSTRUCTIONS FOR COMPLETING RETAIL BOND REPAYMENT ELECTION FORM AND EXERCISING REPAYMENT OPTION

Capitalized terms used and not defined herein have the meanings defined in the accompanying Repayment Election Form.

1. Collect and retain for a period of at least three years (A) satisfactory evidence of the authority of the Survivor Representative, (B) satisfactory evidence of death of the Deceased Beneficial Owner, (C) satisfactory evidence that the Deceased Beneficial Owner beneficially owned, at the time of his or her death, the Retail Bonds being submitted for repayment, and (D) any necessary tax waivers. For purposes of determining whether the Retail Bonds will be deemed to be beneficially owned by an individual at the time of death, the following rules shall apply:
 - Retail Bonds beneficially owned by tenants by the entirety or joint tenants will be regarded as beneficially owned by a single owner. The death of a tenant by the entirety or joint tenant will be deemed the death of the beneficial owner, and the Retail Bonds beneficially owned will become eligible for repayment. The death of a person beneficially owning a Retail Bond by tenancy in common will be deemed the death of a holder of a Retail Bond only with respect to the deceased holder's interest in the Retail Bond so held by tenancy in common, unless spouses are the tenants in common, in which case the death of either will be deemed the death of the holder of the Retail Bond, and the entire principal amount of the Retail Bond so held will be eligible for repayment.
 - Retail Bonds beneficially owned by a trust will be regarded as beneficially owned by each beneficiary of the trust to the extent of that beneficiary's interest in the trust (however, a trust's beneficiaries, collectively, cannot be beneficial owners of more Retail Bonds than are owned by the trust). The death of a beneficiary of a trust will be deemed the death of the beneficial owner of the Retail Bonds beneficially owned by the trust to the extent of that beneficiary's interest in the trust. The death of an individual who was a tenant by the entirety or joint tenant in a tenancy, which is the beneficiary of a trust, will be deemed the death of the beneficiary of the trust. The death of an individual who was a tenant in common in a tenancy which is the beneficiary of a trust, will be deemed the death of the beneficiary of the trust only with respect to the deceased holder's beneficial interest in the Retail Bond, unless spouses are the tenants in common, in which case the death of either will be deemed the death of the beneficiary of the trust.
 - The death of a person who, during his or her lifetime, was entitled to substantially all of the beneficial interest in a Retail Bond will be deemed the death of the beneficial owner of that Retail Bond, regardless of the registration of ownership, if such beneficial interest can be satisfactorily established. Such beneficial interest will exist in many cases of street name or nominee ownership, ownership by a trustee, ownership under the Uniform Gift to Minors Act and community property or other joint ownership arrangements between spouses. Beneficial interest will be evidenced by such factors as the power to sell or otherwise dispose of a Retail Bond, the right to receive the proceeds of sale or disposition and the right to receive interest and principal payments on a Retail Bond.
2. Provide the CUSIP Number for the Retail Bonds to be repaid at the top of both pages of the Repayment Election Form.
3. Indicate the name of the Deceased Beneficial Owner on line (1).
4. Indicate the date of death of the Deceased Beneficial Owner on line (2).
5. Indicate the name of the Survivor Representative requesting repayment on line (3).
6. Indicate the name of the Financial Institution requesting repayment on line (4).
7. Affix the authorized signature of the Financial Institution's representative on line (5).

THE SIGNATURE MUST BE MEDALLION GUARANTEED.

8. Indicate the principal amount of Retail Bonds to be repaid by line (6).
9. Indicate the date the Repayment Election Form was completed on Line (7).
10. Indicate the name, mailing address (no P.O. boxes), e-mail address, telephone number and facsimile-transmission number of the party to whom the acknowledgment of this election may be sent on line (8).
11. Leave lines (A), (B), (C), (D), (E) and (F) blank.
12. Mail or otherwise deliver an original copy of the completed Repayment Election Form to the Bank's Processing Agent as follows:

U.S. Bank Corporate Trust Services
Attn: Survivor Options — Farm Credit System Banks
60 Livingston Avenue
St. Paul, MN 55107

**FACSIMILE TRANSMISSIONS OF THE REPAYMENT ELECTION FORM
WILL NOT BE ACCEPTED**

13. If the acknowledgement of receipt of this Form, including the assigned Election Number, is not received within 15 Business Days of the date such information is sent to the Processing Agent, contact U.S. Bank at 1-(800) 934-6802. For assistance with the Repayment Election Form or any questions relating thereto, please also contact U.S. Bank at 1-(800) 934-6802.

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OFFERING CIRCULAR SUPPLEMENT

(To the Offering Circular dated December 8, 2014)



**FEDERAL FARM CREDIT BANKS CONSOLIDATED
SYSTEMWIDE BONDS**

The Offering Circular Supplement amends and supplements the Offering Circular dated December 8, 2014, as amended and supplemented (together, the “Offering Circular”), and should be read in conjunction therewith. Capitalized terms not defined herein are defined in the Offering Circular, as amended or supplemented.

The risk factor set forth below is intended to supplement and update the risk factors disclosed in the Offering Circular.

* * * *

Uncertainty relating to the LIBOR calculation process and potential phasing out of LIBOR after 2021 may adversely affect the value of the Securities.

Regulators and law enforcement agencies in the United Kingdom and elsewhere are conducting civil and criminal investigations into whether the banks that contributed rates and other information to the British Bankers’ Association in connection with the calculation of daily LIBOR may have been under-reporting or otherwise manipulating or attempting to manipulate LIBOR. A number of member banks have entered into settlements with their regulators and law enforcement agencies with respect to this alleged manipulation. In September 2012, the U.K. government published the results of its review of LIBOR (commonly referred to as the “Wheatley Review”). Based on the Wheatley Review, final rules for the regulation and supervision of LIBOR by the Financial Conduct Authority (the “FCA”) were published and came into effect (the “FCA Rules”). The FCA Rules include requirements that (1) an independent LIBOR administrator monitor and survey LIBOR submissions to identify breaches of practice standards and/or potentially manipulative behavior, and (2) firms submitting data to the LIBOR administrator establish and maintain a clear conflicts of interest policy and appropriate systems and controls. In addition, in response to the Wheatley Review recommendations, ICE Benchmark Administration Limited (the “ICE Administration”) was appointed as the independent LIBOR administrator. On July 27, 2017, the FCA announced that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR rates after 2021. Furthermore, in the United States, efforts to identify a set of alternative U.S. dollar reference interest rates include proposals by the Alternative Reference Rates Committee of the Federal Reserve Board and the Federal Reserve Bank of New York.

Actions by ICE Administration, regulators or law enforcement agencies may result in changes to the manner in which LIBOR is determined or the establishment of alternative reference rates. At this time, it is not possible to predict the effect of any changes to the methodology for calculating LIBOR, any establishment of alternative reference rates or any other reforms to LIBOR that may be enacted in the United Kingdom, in the United States or elsewhere. Uncertainty as to the nature of such potential changes, alternative reference rates or other reforms may adversely affect the trading market for LIBOR-based securities, including the Securities. Reform of, or the replacement or disappearance of, LIBOR and the proposed regulation of LIBOR and other “benchmarks” may adversely affect the value of and return on the Securities.

The date of this Offering Circular Supplement is October 2, 2017

OFFERING CIRCULAR SUPPLEMENT

(To the Offering Circular dated December 8, 2014)



FEDERAL FARM CREDIT BANKS CONSOLIDATED SYSTEMWIDE BONDS, RETAIL BONDS AND DISCOUNT NOTES

The Offering Circular Supplement amends and supplements the Offering Circular dated December 8, 2014, as amended and supplemented (together, the “Offering Circular”), and should be read in conjunction therewith. Capitalized terms not defined herein are defined in the Offering Circular, as amended or supplemented.

The following updates and supplements the risk factor “Uncertainty Relating to Reference Rate Calculation” in the Offering Circular in view of the LIBOR related developments described in the Offering Circular Supplement dated October 2, 2017.

* * * *

As a result of developments regarding LIBOR, the Reference Rate on LIBOR-based Bonds will be determined as described in the section entitled “Reference Rates Supplement” which will be modified and amended by this Supplement to the Offering Circular dated September 17, 2018. Notwithstanding anything else to the contrary, if the Funding Corporation determines that LIBOR has been discontinued, is no longer being published or is no longer recognized as an industry standard benchmark interest rate, in each case whether due to lack of contributing banks or for any other reason, the Funding Corporation, in its sole discretion, may designate a substitute or successor Reference Rate as set forth in the section entitled “Reference Rates Supplement” (as amended by this Supplement). If the Funding Corporation makes a determination to change LIBOR to a substitute or successor Reference Rate on any LIBOR-based Bonds, this may result in interest rates and/or payments that are higher or lower than, or that do not otherwise correlate over time with, the interest rates and/or payments that would have been associated with such LIBOR-based Bonds if LIBOR continued to be available, which may adversely affect the value and return of such LIBOR-based Bonds.”

The fallback described under “LIBOR Bonds – Calculation of LIBOR” in the Reference Rates Supplement to the Offering Circular is supplemented and updated as set forth below.

* * * *

Reference is made to the section entitled “Reference Rates Supplement.” Immediately following clause (4) under the heading “LIBOR Bonds” in the subsection entitled “Calculation of LIBOR” the following language is added:

“(5) Notwithstanding any of the provisions under (1)-(4) above, if the Funding Corporation determines that LIBOR has been discontinued, is no longer being published or is no longer recognized as

an industry standard benchmark interest rate, in each case whether due to lack of contributing banks or for any other reason, then the Funding Corporation may, in its sole discretion and in lieu of any provision under (1)–(4) above, designate a substitute or successor Reference Rate, taking into account general comparability to LIBOR, acceptance as a market-based benchmark interest rate and any other adjustments or factors as the Funding Corporation deems appropriate. If the Funding Corporation determines a substitute or successor Reference Rate in accordance with the foregoing, the Funding Corporation, in its sole discretion, may also determine the Day Count Convention, the definition of Business Day, the Reset Date, the Redemption Date, and the Determination Date to be used and any other relevant methodology for calculating the substitute or successor Reference Rate, including any credit spread, time fixing or other adjustment factor needed to make such substitute or successor Reference Rate comparable to LIBOR, in a manner that is consistent with industry accepted practices for such substitute or successor Reference Rate.”

The date of this Supplement is September 17, 2018.