

Section 7.07. *Amendments.* This Restated MAA may be amended only by the written agreement of all the Parties.

Section 7.08. *Dispute Resolution.* All disputes between or among Parties relating to this Restated MAA shall be submitted to final and binding arbitration pursuant to the U.S. Arbitration Act, 9 U.S.C. " 1-15, *provided*, however, that any recommendation by the Committee regarding a Continued Access Request (including, if the recommendation is to grant the Request, recommendations as to the expiration date of the Continued Access Decision and as to any conditions to be imposed on the Decision), and any vote by a Bank on a Continued Access Request, shall be final and not subject to arbitration. Arbitrations shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association before a single arbitrator. An arbitrator shall be selected within fourteen days of the initiation of arbitration by any Party, and the arbitrator shall render a decision within thirty days of his or her selection.

Section 7.09. *Governing Law.* This Restated MAA shall be governed by and construed in accordance with the Federal laws of the United States of America, and, to the extent of the absence of Federal law, in accordance with the laws of the State of New York excluding any conflict of law provisions that would cause the law of any jurisdiction other than New York to be applied; *provided, however*, that in the event of any conflict between the U.S. Arbitration Act and applicable Federal or New York law, the U.S. Arbitration Act shall control.

Section 7.10. *Notices.* Notices under this Restated MAA shall be in writing, shall be sent both by facsimile transmission and by overnight delivery service, and shall be deemed received on the Business Day after they are sent.

Notices shall be addressed as follows unless such address is changed by written notice hereunder:

To AgAmerica, FCB:  
AgAmerica, FCB  
375 Jackson Street  
St. Paul, MN 55101  
Attention: President and Chief Executive Officer

Fax: 651-282-8494

To AgFirst Farm Credit Bank:  
AgFirst Farm Credit Bank  
Farm Credit Bank Building  
1401 Hampton Street  
Columbia, SC 29201  
Attention: President and Chief Executive Officer

Fax: 803-254-1776

To AgriBank, FCB:  
AgriBank, FCB  
375 Jackson Street  
St. Paul, MN 55101  
Attention: President and Chief Executive Officer

Fax: 651-282-8494

To CoBank, ACB:  
CoBank, ACB  
5500 South Quebec Street  
Englewood, CO 80111  
Attention: President and Chief Executive Officer

Fax: 303-740-4002

To the Farm Credit Bank of Texas:  
Farm Credit Bank of Texas  
6210 Highway 290 East  
Austin, TX 78723  
Attention: President and Chief Executive Officer  
Fax: 512-465-0775

To Farm Credit Bank of Wichita:  
Farm Credit Bank of Wichita  
Farm Credit Bank Building  
245 North Waco  
Wichita, KS 67202  
Attention: President and Chief Executive Officer  
Fax: 316-266-5126

To Western Farm Credit Bank:  
Western Farm Credit Bank  
Farm Credit Bank Building  
245 North Waco  
Wichita, KS 67202  
Attention: President and Chief Executive Officer  
Fax: 316-266-5126

To Federal Farm Credit Banks Funding Corporation:  
Federal Farm Credit Banks Funding Corporation  
10 Exchange Place  
Suite 1401  
Jersey City, NJ 07302  
Attention: President and Chief Executive Officer  
Fax: 201-200-8109

To the Farm Credit System Insurance Corporation:  
Farm Credit System Insurance Corporation  
1501 Farm Credit Drive  
McLean, Virginia 22102  
Attention: Chairman  
Fax: 703-790-9088

To the Farm Credit Administration:  
Farm Credit Administration  
1501 Farm Credit Drive  
McLean, Virginia 22102-5090  
Attention: Chairman  
Fax: 703-734-5784

To the CIPA Oversight Body:  
At such address and fax number as shall be supplied to the Parties from time to time by the Chairman of the CIPA Oversight Body.

To the Committee:  
At such address and fax number as shall be supplied by the Committee, which the Committee shall promptly transmit to each Party.

To a Scorekeeper other than the Funding Corporation:  
At such address and fax number as shall be supplied by such Scorekeeper, which such Scorekeeper shall promptly transmit to each Party.

Section 7.11. *Headings; Conjunctive/Disjunctive; Singular/Plural.* The headings of any article or section of this Restated MAA are for convenience only and shall not be used to interpret any provision of the Restated MAA. Uses of the conjunctive include the disjunctive, and vice versa, unless the context clearly requires otherwise. Uses of the singular include the plural, and vice versa, unless the context clearly requires otherwise.

Section 7.12. *Successors and Assigns.* Except as provided in the definitions of "Bank" and "Banks" in Article IX, this Restated MAA shall inure to the benefit of and be binding upon the successors and assigns of the Parties, including entities resulting from the merger or consolidation of one or more Banks.

Section 7.13. *Counterparts.* This Restated MAA, and any document provided for hereunder, may be executed in one or more counterparts.

Section 7.14. *Waiver.* Any provision of this Restated MAA may be waived, but only if such waiver is in writing and is signed by all Parties to this Restated MAA.

Section 7.15. *Entire Agreement.* Except as provisions of CIPA are cited in this Restated MAA (which provisions are expressly incorporated herein by reference), this Restated MAA sets forth the entire agreement of the Parties and supersedes all prior understandings or agreements, oral or written, among the Parties with respect to the subject matter hereof.

Section 7.16. *Relation to CIPA.* This Restated MAA and CIPA are separate agreements, and invalidation of one does not affect the other. Should CIPA be invalidated or terminated, the Parties will take the necessary steps to maintain those aspects of CIPA that are referred to in Sections 1.01, 1.02 and 1.03, and to replace the CIPA Oversight Body for purposes of continued administration of this Restated MAA.

Section 7.17. *Third Parties.* Except as provided in Sections 2.10, 3.03, 7.03(g), 7.21 and 7.22, this Restated MAA is for the benefit of the Parties and their respective successors and assigns, and no rights are intended to be, or are, created hereunder for the benefit of any third party.

Section 7.18. *Time Is Of The Essence.* Time is of the essence in interpreting and performing this Restated MAA.

Section 7.19. *Statutory Collateral Requirement.* Nothing in this Restated MAA shall be construed to permit a Bank to participate in issues of Debt Securities or other obligations if it does not satisfy the collateral requirements of Section 4.3(c) of the Act. For purposes of this Section, "Bank" shall include any System bank in conservatorship or receivership.

Section 7.20. *Termination of System Status.* Nothing in this Restated MAA shall be construed to preclude a Bank from terminating its status as a System institution pursuant to Section 7.10 of the Act, or from at that time withdrawing, as from that time forward, the funding resolution it has adopted pursuant to Section 4.4(b) of the Act. A Bank that terminates its System status shall cease to have any rights or obligations under this Restated MAA, except that it shall continue to be subject to Article VIII with respect to claims accruing through the date of such termination of System status.

Section 7.21. *Restrictions Concerning Subsequent Litigation.* It is expressly agreed by the Banks that (a) characterization or categorization of Banks, (b) information furnished to the Committee or other Banks, and (c) discussions or decisions of the Banks or Committee under this Restated MAA shall not be used in any subsequent litigation