



CONFIRMATION OF TERMS Jobs for New England Advance

ACCOUNT: _____

Date of Request

DOCKET: _____

Disbursement Date

The purpose of this Confirmation of Terms (this "Confirmation") is to memorialize certain of the terms and conditions applicable to the borrowing by you ("Member") of an advance (the "Advance") from the Federal Home Loan Bank of Boston (the "Bank"), as further described below. This Confirmation supplements, is incorporated into, and is subject to the terms and conditions of the Agreement for Advances, Collateral Pledge and Security Agreement between the Bank and Member (as amended from time to time, the "Advances Agreement"). This Confirmation shall be binding on Member in accordance with the terms of the Advances Agreement.

1. General Terms

On the Disbursement Date, the Bank will disburse to Member the Advance in the amount of \$ _____. Such Advance will have the terms specified herein, and will, unless prepaid in accordance with the terms of this Confirmation, mature, and all principal will be paid in full, on _____ (the "Maturity Date"), or on the next Boston Banking Day if the Maturity Date is not a Boston Banking Day.*

2. Interest

The Advance will bear interest at a fixed rate of 0%, per annum (the "Interest Rate"). Interest on the Advance is calculated on an actual/360-day basis, payable monthly on the second Boston Banking Day of the month, in arrears (except that, on the Maturity Date, all interest accrued and previously unpaid shall be paid).

3. Program Provisions

Member warrants and covenants that the Advance shall be used exclusively for the purpose and within the constraints described in Member's Jobs for New England Advance ("JNE") Application that has the project name of _____ and which JNE Application shall be deemed a part of this Confirmation. If at any time during the term of the Advance the funds are not used in accordance with Member's JNE Application, the Bank may, in its sole discretion, call the Advance (or a portion of the Advance) immediately due and payable and, if applicable, assess a prepayment fee.

The Bank may monitor compliance with the Member's approved JNE Application, and Member shall submit to the Bank a report within 30 days of disbursement illustrating that the funds are being used in accordance with Member's approved JNE Application.

Moreover, Member represents and warrants (a) that the initiative described in Member's JNE Application meets the Bank's guidelines for JNE advances, and (b) that all information provided in Member's JNE Application is true and correct.

4. Prepayment Provisions

Member may, at its option, prepay the Advance, in whole but not in part (except as needed to reduce the size of the advance to match the amount of lending associated with _____), prior to maturity on any Boston Banking Day, provided the Bank receives an irrevocable notice of prepayment by 12:00 p.m. (EST) one (1) Boston Banking Day prior to the date of prepayment. A prepayment fee will be assessed equal to 100% of the present value of lost cash flow based upon the contract rate of the Advance and the "current yield on Federal Home Loan Bank securities" of the same maturity as that remaining on the Advance, discounted at the "current yield on Federal Home Loan Bank securities" of the remaining maturity. The prepayment fee will be charged against Member's IDEAL

Way Deposit Account on the day of prepayment. The prepayment fee shall be no less than zero. The formula for determining the prepayment fee is:

$$\left[\left(1 - \frac{1}{(1 + A/2)^{(T/6)}} \right) / A \right] \times (\text{contract rate} - R) \times \text{principal}$$

$$\text{Where: } R = [(((A/2) * 360/365) + 1)^{1/6} - 1] * 12$$

Prepayment Fee Variables Definitions:

A = “Current yield on Federal Home Loan Bank securities” of the same maturity as that remaining on the Advance, provided, however, that in no event will “A” be less than zero

T = Remaining maturity (in months) (as an exponent)

contract rate = The Interest Rate of the Advance

R = The current yield on Federal Home Loan Bank securities ("A"), stated on a monthly pay, actual/360 day-count basis.

The term “principal” for purposes of the prepayment formula shall mean the principal amount of the Advance that is prepaid. Termination cost may apply to any prepayment and will include any additional costs the Bank may incur (including, but not limited to, the cost of terminating interest rate swaps, futures, and options contracts, extraordinary operational or legal costs, and unusual debt retirement costs) as necessary to render the Bank financially indifferent to Member's decision to prepay, as determined solely by the Bank.

To the extent available, the Bank may partially or fully offset the foregoing fee amount by the amount of unexpired subsidy remaining on the prepaid portion of the advance as determined by the Bank in its sole discretion, provided that in no event shall any amount become payable to the Member.

5. Representations and Warranties

As a reminder, Member shall be deemed to have repeated each of the representations and warranties set forth in the Advances Agreement each time the Bank funds an advance.

If you have any questions or identify any discrepancies with regard to this transaction, please contact the Bank immediately.

* A "Boston Banking Day" is defined as any day on which the Bank is open for business.

(Form A-909)