

### **Public Unit Deposit Letter of Credit General Terms & Conditions**

- General Terms. In applying for this letter of credit ("LOC") issued by the Federal Home Loan Bank of Boston (the "Bank") in a maximum amount equal to the Maximum Deposit Amount set forth in this application, the Member agrees to all terms, conditions, and provisions herein.
- 2. Beneficiary Eligibility. The Member represents and warrants that (i) the Beneficiary is a public instrumentality or is acting as a letter of credit agent on behalf of a public instrumentality or a group consisting entirely of public instrumentalities, (ii) under the laws of the state in which the Beneficiary is located or, in the case of a letter of credit agent beneficiary, the laws of the states in which the public instrumentalities on whose behalf the agent is acting are located, a letter of credit issued by the Bank may serve as collateral to secure a public instrumentality deposit with the Member in the size contemplated by this application and (iii) under all applicable laws, the Member is authorized to pledge its assets to secure a public instrumentality deposit.
- 3. <u>Fees.</u> The Member agrees to pay the Bank fees in accordance with the Bank's Pricing Schedule for Letters of Credit in effect at the time of billing, as updated from time to time in this document.
- 4. <u>Certifications</u>. The Member agrees to provide the Bank with all certifications required from time to time by the Bank in form and substance acceptable to the Bank in its sole discretion to evidence, among other things, the Beneficiary's average daily deposit balance secured by an LOC.
- 5. <u>Certifications Representation</u>. The Member hereby represents and warrants that all information submitted by the Member to the Bank on this application and any related certification is true, accurate, and complete. The Member shall be deemed to have repeated the foregoing representation and warranty every time the Member delivers a certification to the Bank.
- 6. Records. The Member agrees to provide the Bank with copies of supporting documentation sufficient to evidence the deposit or deposit account relationship between Member and Beneficiary as requested by the Bank from time to time. The Member shall retain any supporting documentation as an official record of the Member for a period of two (2) years from the date of the relevant certification.
- 7. <u>Authority</u>. By submitting this application, the submitting officer represents and warrants that the officer is duly authorized to apply to the Bank for letters of credit to be issued on the Member's behalf.



Letter of Credit Type	Term	Commitment Fee
Public Unit Deposits		Basis Points per Annum* (\$250 minimum)
Fixed Balance	≤ 1 year > 1 ≤ 2 years > 2 years	11.5 14.0 18.0
Refundable Balance	≤ 2 years > 2 years	15.0 22.5
Master Variable Balance**	≤ 1 vear > 1 ≤ 2 years > 2 years	12.5 15.0 20.0
Variable Balance		One-time Up-front Processing Fee of \$250 plus Basis Points per Annum*
	≤ 2 years > 2 years	15.0 35.0
Stand-by Letter of Credit		Basis Points per Annum* (\$1,000 minimum)
	≤ 1 vear > 1 ≤ 3 years > 3 years	15.0 20.0 25.0
Non-Bond Confirming Letter of Credit	2 0 years	Basis Points per Annum* (\$250 minimum)
	≤ 1 vear > 1 ≤ 3 years > 3 years	15.0 20.0 25.0
Bond Confirming Letter of Credit		One-time Up-front Legal Fee (if applicable) plus Basis Points per Annum*
	≤ 1 year > 1 ≤ 3 years > 3 years	20.0 25.0 30.0
Additional Applicable Fees		
Revision Fee***	\$500 per LOC	
Cancellation Fee	\$500 per cancellation	
Draw Fee	\$500 per draw	

<sup>\*</sup> All LOC fees are calculated on Actual/360 basis.

<sup>\*\*</sup> Members using the Master Variable Balance Letter of Credit must have an established relationship with an approved Master Trustee.

<sup>\*\*\*</sup> The Master Variable Balance LOC revision fee will be waived if the original term of the Master Variable Balance LOC is ≥ 1 year. Note: In accordance with the Bank's *Products and Solutions Guide*, legal fees and significant operational expenses incurred by the Bank on a letter of credit may be passed through to the member as an additional up-front processing fee, and all direct and indirect costs incurred by the Bank in satisfying a draw in accordance with the terms of the Bank's LOC will be passed through to the member. The Bank reserves the right to approve or deny beneficiaries at its sole discretion.



## Billing Process for Letters of Credit ("LOCs") by Type

#### A. Fixed Balance Letter of Credit

Fixed Balance LOC Fee. Commitment fees for Fixed Balance LOCs will be debited from Member's IDEAL Way Account on the first business day immediately following the effective date (as specified in each application, the "Effective Date") of the Fixed Balance LOC and on each anniversary of such date thereafter until the expiration date (as specified in each application, the "Expiration Date").

### B. Refundable Balance Letter of Credit

- 1. <u>Refundable Balance LOC Fee.</u> Commitment fees for Refundable Balance LOCs will be debited from the Member's IDEAL Way Account on the first business day immediately following the Effective Date of the Refundable Balance LOC and on each anniversary of such date until the Expiration Date.
- 2. Commitment Fee Reimbursement. On (a) the Refundable Balance LOC's Expiration Date, and (b) if the Refundable Balance LOC has a term greater than one (1) year, each anniversary of the Effective Date of the Refundable Balance LOC (each a "Refund Date"), based upon the execution and delivery to the Bank via the Online Banking platform, of a certification, in form and substance acceptable to the Bank in the Bank's sole discretion as to the aggregate average daily balance in all the accounts held by Beneficiary at Member (the "Refundable LOC Average Daily Balance") during the applicable Refund Period (hereinafter defined), the commitment fee will be re-calculated based upon such Refundable LOC Average Daily Balance. If the Refundable LOC Average Daily Balance during the applicable Refund Period is lower than the Maximum Deposit Amount, the difference in that commitment fee shall be refunded to the Member. If the Maximum Deposit Amount is amended during the Refund Period, then that commitment fee will be based on the original Maximum Deposit Amount until the effective date of such amendment and the amended Maximum Deposit Amount from that date thereafter. If a certification executed by an authorized officer of the Member is not received by the Bank within five (5) business days of a Refund Date, the commitment fee reimbursement for the applicable Refund Period may be forfeited in the Bank's discretion.
- 3. <u>Refund Period</u>. The "Refund Period" shall be as follows: (a) the first Refund Period shall begin on the Effective Date of the Refundable Balance LOC, and end on the first Refund Date to occur; and (b) subsequent Refund Periods (if applicable) will begin on the date immediately following the preceding Refund Period and end on the next Refund Date to occur.
- 4. Cancellation of Refundable Balance LOC. In the event of a cancellation of the Refundable Balance LOC during any Refund Period, the Bank shall calculate the fee reimbursement from the date immediately following the preceding Refund Period to the date of cancellation based upon the execution and delivery to the Bank of a certification by an authorized officer of Member as to the Refundable LOC Average Daily Balance for that period; provided, however, that if a Refund Date has not yet occurred as of the date of cancellation, the Bank shall calculate the fee reimbursement from the Effective Date to the date of cancellation. If the Refundable LOC Average Daily Balance is lower than the Maximum Deposit Amount for that period, the difference in the commitment fee shall be refunded to the Member. If a certification executed via the Online Banking platform, is not received by the Bank within five (5) business days of the date of cancellation of the Refundable Balance LOC, the commitment fee reimbursement for the period from (a) (i) the Effective Date or (ii) the date immediately following the preceding Refund Period, as applicable, to (b) the date of cancellation, may be forfeited in the Bank's discretion. The commitment fee for the remaining term to



the Expiration Date shall be calculated based upon the Maximum Deposit Amount and shall not be refundable.

5. <u>Forfeiture of Refund</u>. Upon the occurrence of an Event of Default, as defined under the Reimbursement Agreement, the Member agrees to forfeit any refundable commitment fee arising in connection with the Refundable Balance LOC.

#### C. Variable Balance Letter of Credit

- 1. Variable Balance LOC Fee. Commitment fees for Variable Balance LOCs will be debited quarterly from the Member's IDEAL Way Account on the 15<sup>th</sup> calendar day following the close of the quarter (if that is not a business day then the next business day thereafter), in arrears, for the calendar quarter, based on the aggregate average daily balance in the specified accounts held by the Beneficiary at Member (the "Variable LOC Average Daily Balance") during the applicable Payment Period (hereinafter defined). If the Variable LOC Average Daily Balance during the applicable Payment Period exceeds the Maximum Deposit Amount, the Bank shall deem the Variable LOC Average Daily Balance during the applicable Payment Period to be equal to the Maximum Deposit Amount. If the Maximum Deposit Amount is amended during the Payment Period, then the commitment fee will be based on the original Maximum Deposit Amount until the effective date of such amendment and the amended Maximum Deposit Amount from that date thereafter.
- 2. <u>Certification Date</u>. For Variable Balance LOCs and Master Variable Public Unit Deposit LOCs (each a "<u>Master LOC</u>"), a "Certification Date" is (a) the Expiration Date of the LOC, and (b) the close of each calendar quarter (provided that the applicable LOC remains in effect as of the close of such calendar quarter).
- 3. <u>Variable Balance LOC Certification</u>. Within five (5) business days of the Certification Date, the Member shall report the Variable LOC Average Daily Balance during the applicable Payment Period via the Online Banking Platform.
- 4. Final Certification Date (Expiration Date of the LOC). Commitment fees for the final certification period for Variable Balance LOCs will be debited from the Member's IDEAL Way Account on the 15<sup>th</sup> calendar day following the close of the month of Expiration (if that is not a business day then the next business day thereafter), in arrears, for the calendar quarter, based on the aggregate average daily balance in the specified accounts held by the Beneficiary at Member (the "Variable LOC Average Daily Balance") during the applicable Payment Period (hereinafter defined).
- 5. <u>Payment Period</u>. For Variable Balance LOCs and Master LOCs, a "Payment Period" shall be: (a) the first Payment Period shall begin on the Effective Date of the Variable Balance LOC or Master LOC, and end on the first Certification Date to occur; and (b) subsequent Payment Periods (if applicable) will begin on the date immediately following the preceding Payment Period and end on the next Certification Date to occur.
- Deemed Variable LOC Average Daily Balance. If Member has not supplied a timely certification, the Variable LOC Average Daily Balance is deemed to be the Maximum Deposit Amount during the applicable Payment Period.
- 7. Cancellation of Variable LOC. In the event of a cancellation of the Variable Balance LOC during any Payment Period, the Bank shall calculate the Commitment Fee based upon the delivery to the Bank of a certification by an authorized officer of Member electronically to the attention of <a href="LOCNotify@fhlbboston.com">LOCNotify@fhlbboston.com</a> as to the Average Daily Balance during the Cancellation Period. If a certification is not received by the Bank within five (5) business days of the date of cancellation of the Variable Balance LOC, the Bank shall deem the Variable LOC Average Daily Balance during the period from (a) (i) the Effective date, or (ii) the



date immediately following the preceding Payment Period, as applicable, to (b) the date of cancellation, to be the Maximum Deposit Amount.

8. <u>Cancellation Period</u>. For Variable Balance LOCs and Master LOCs, a "<u>Cancellation Period</u>" shall be the period from the date immediately following the preceding Payment Period to the date of cancellation; provided, however, that if a Certification Date has not yet occurred as of the date of cancellation, the Cancellation Period shall be the period from the Effective Date to the date of cancellation.

### D. Master Variable Public Unit Deposit Letter of Credit

- 1. Master Public Unit Deposit LOC Fees. Commitment fees for Master LOCs will be debited quarterly from the Member's IDEAL Way Account on the 15th calendar day following the close of the quarter (if that is not a business day then the next business day thereafter), in arrears, for the calendar quarter, based on the aggregate average daily balance of all public unit deposits that are (a) held by the Member and (b) subject to a trust agreement by and between the Beneficiary, as trustee, and the Member, as trustor (collectively, the "Deposits") (the aggregate average daily balance of the Deposits, the "Master LOC Average Daily Balance") during the applicable Master LOC Payment Period (hereinafter defined), provided, however, that if the Average Daily Balance during the applicable Payment Period exceeds the Maximum Deposit Amount, the Bank shall deem the Average Daily Balance during the applicable Payment Period to be the Maximum Deposit Amount.
- 2. <u>Master LOC Certification</u>. Within five (5) business days of the Certification Date, the Member shall report the Master LOC Average Daily Balance during the applicable Payment Period via the Online Banking Platform.
- 3. <u>Deemed Master LOC Average Daily Balance</u>. If Member has not supplied a certification within five (5) business days of a Certification Date, the Bank shall deem the Master LOC Average Daily Balance during the applicable Payment Period to be the Maximum Deposit Amount.
- 4. Cancellation of Master LOC. In the event of a cancellation of the Master LOC during any Master LOC Payment Period, the Bank shall calculate the commitment fee based upon the delivery to the Bank of a certification by an authorized officer of Member as to the Master LOC Average Daily Balance during the Cancellation Period. If a certification is not received by the Bank within five (5) business days of the date of cancellation of the Master LOC, the Bank shall deem the Master LOC Average Daily Balance during the period from (a) (i) the date immediately following the preceding Payment Period, or (ii) the Effective Date, as applicable, to (b) the date of cancellation to be the Maximum Deposit Amount, and the Bank shall charge the Member a cancellation fee in accordance with the Bank's LOC Pricing Schedule.