

APPENDIX 5: FORM OF PREPAYMENT NOTICE

[Date]

The Bank of New York Mellon, as Custodian and Administrator
240 Greenwich Street
New York, NY 10286
Attention: Nelson Wai
Tel.: (212) 815-8261
Email: nelson.wai@bnymellon.com
With a copy by email to: TALF@bnymellon.com

Ladies and Gentlemen:

Reference is made to the Master Loan and Security Agreement (as it may be amended or supplemented from time to time, the "**MLSA**"), by and among TALF II LLC, as Lender, The Bank of New York Mellon, as Administrator, The Bank of New York Mellon, as Custodian, and the TALF Agents party thereto. Terms defined in the MLSA and not otherwise defined herein are used herein with the same meanings.

The Borrower identified on the signature page hereto (the "**Subject Borrower**"), acting through [name of TALF Agent], as its duly authorized agent, hereby notifies you of its election to prepay the following Loans as set forth below (the "**Loan Prepayment**"):

<u>Loan Identification #</u>	<u>Borrower Name</u>	<u>Prepayment Amount</u>	<u>Accrued Interest (as of _____)</u>
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The Subject Borrower, acting through [name of TALF Agent] as its duly authorized agent, hereby acknowledges that effectiveness of the Loan Prepayment contemplated hereby shall not (x) affect any right of recourse against the Borrower that Lender may have pursuant to Section 17.0 of the MLSA or (y) discharge any other Obligation that the Borrower may have to Lender pursuant to the MLSA.

The Subject Borrower, acting through [name of TALF Agent] as its duly authorized agent, hereby notifies Custodian that the Prepayment Amount (plus Accrued Interest) will be delivered by [Name of Payor and Correspondent Bank].¹ Upon receipt in full of such amount and effectiveness of the related FoP Settlement or DvP Settlement, Lender's lien on and security interest in the Collateral previously securing the Loans identified in the chart above shall be released (in the case of a partial prepayment, on a Pro Rata Basis) in accordance with Section 8.1 or 8.2 of the MLSA, as applicable.

¹ Must be a TALF Agent.

The Subject Borrower, acting through [name of TALF Agent] as its duly authorized agent, hereby directs Custodian to deliver the Collateral to be released against receipt of the Prepayment Amount (plus Accrued Interest) in accordance with the following instructions:²

DTC Account Name: _____³
DTC Participant Number: _____
Sub-Account Number: _____

Upon such transfer, none of Custodian, Administrator or Lender shall have any further liability or obligation to the Subject Borrower with respect to such Collateral.

The undersigned TALF Agent represents and warrants to Lender that it has been duly authorized by the Subject Borrower to execute and deliver this Loan Prepayment notice on the Subject Borrower's behalf.

[Signature page follows.]

² If no instructions are specified, the Collateral to be released shall be delivered against receipt of the Prepayment Amount (plus Accrued Interest) to the DTC account of the Applicable TALF Agent with respect to the applicable Loan.

³ Must be a DTC account of any TALF Agent.

Very truly yours,

[NAME OF TALF AGENT], as the Subject
Borrower's Applicable TALF Agent with
respect to the Loan set forth in the chart
above

By: _____
Name:
Title:

NAME OF BORROWER:
[]

ADDRESS OF BORROWER:
[]

cc: TALF II LLC, as Lender
c/o Federal Reserve Bank of New York
33 Liberty Street
New York, NY 10045-0001
Email: nytalf@ny.frb.org
And by email to: Legal.Notice@ny.frb.org