APPENDIX 6: FORM OF PREPAYMENT NOTICE

Date

The Bank of New York Mellon, as Custodian and Administrator

QSR Administration

101 Barclay Street, 4E

New York, NY 10286

Att: Andrew J. Taylor

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 Federal Reserve Bank of New York, 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**”):

|  |  |  |  |
| --- | --- | --- | --- |
| **Loan Identification #** | **Borrower Name** | **Prepayment****Amount** | **Accrued Interest****(as of \_\_\_\_\_\_\_\_)** |
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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 will be delivered by Name of Payor and Correspondent Bank. Upon receipt in full of the Prepayment Amount, Custodian shall release the Collateral previously securing the Loans identified in the chart above (in the case of a partial prepayment, such release to be on a Pro Rata Basis) in accordance with Section 8.1 or 8.2 of the MLSA, as applicable.

 The Subject Borrower, acting through name of TALF Agent as its duly authorized agent, hereby directs Custodian to transfer the released Collateral to a DTC account in accordance with the following instructions:[[1]](#footnote-1)

 DTC Account Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 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.*]

 Very truly yours,

|  |
| --- |
| **NAME OF TALF AGENT**, as the Subject Borrower’s Applicable TALF Agent with respect the Loan set forth in the table above |
| By: |  |
| Name:  |
| Title:  |

**NAME OF BORROWER:**

**ADDRESS OF BORROWER:**

cc: Federal Reserve Bank of New York, as Lender

 33 Liberty Street

 New York, NY 10045-0001

 Att: TALF Operations

 talfreports@ny.frb.org

 Federal Reserve Bank of New York, as Lender

 33 Liberty Street

 New York, NY 10045-0001

 Att: Annmarie RoweStraker

 annmarie.rowestraker@ny.frb.org

1. If no instructions are specified, Custodian shall transfer the released Collateral to the Applicable TALF Agent’s DTC account, for further distribution to the Subject Borrower as contemplated by the MLSA. [↑](#footnote-ref-1)