



Please read, sign and return
the attached amending agreement
no later than May 1, 2009.

DISREGARD IF ACTION HAS BEEN TAKEN

April 6, 2009

Dear []:

B2B Trust is committed to continuously streamlining operations that, we feel, allow us to better meet the broader needs of today's investor. This had led us to review our existing portfolio of products which are tied to the prime rate.

As a result of numerous acquisitions over the years, some of our products are based on a prime rate other than B2B Trust's Prime Rate. This has caused administrative challenges and confusion for some of our clients. We believe these issues can best be resolved by adopting a single reference rate for all variable credit products – "B2B Trust's Prime Rate".

How does this impact you?

The "Demand Note" section of your original loan agreement likely references a prime rate other than B2B Trust's Prime Rate. As such, your current agreement has been modified to reflect a revised prime rate definition; enclosed are two (2) copies of the amending agreement reflecting this change. Please note that this change does not impact your monthly loan payment amount. We encourage you to take this opportunity to read the enclosed agreement in its entirety, as other sections have been updated and/or modified as well.

What action is required on your part?

In order for your loan to remain active and based on B2B Trust's Prime Rate, you (and any applicable co-borrowers) will need to acknowledge this modification by signing and returning one of the enclosed amending agreements (please retain the other copy for your records). **All seven (7) pages of the signed agreement must be returned by May 1, 2009**; a postage-paid envelope is included for your convenience. Should you fail to return the agreement by May 1, 2009, we will contact you and your advisor to make alternate arrangements which may result in the repayment of your loan.

Who should you contact for more information?

We have prepared a list of questions and answers which we hope you'll find useful. If you cannot find the answers to your questions, please feel free to call one of our client service representatives at 1.800.263.8349 between the hours of 8:00 a.m. to 8:00 p.m. (ET) from Monday to Friday.

On behalf of B2B Trust, I'd like to take this opportunity to thank you for your business and ongoing support.

Sincerely,

Gary Wilhelm
Vice President
Credit Operations

P.S. If you have more than one loan account with us, you will receive an individual letter and agreement for each account. We request that you review, sign and return each agreement to us by May 1, 2009.

Questions & Answers

Q Why is B2B Trust converting my loan from the existing prime rate to B2B Trust's Prime Rate?

A B2B Trust is undertaking this conversion in order to streamline operations. Essentially, the process of harmonizing multiple prime rates will enable B2B Trust to improve overall efficiencies and address any confusion that may exist with some of our clients.

Q Is this change the result of current economic conditions?

A No. The intent to harmonize rates has been an integral part of B2B Trust's long-term operational strategy.

Q Will B2B Trust's Prime Rate change?

A Like all prime rates, B2B Trust's Prime Rate is variable and will sometimes rise or fall (as has been the case recently), depending on market conditions.

Q Why does B2B Trust require me to sign and return one (1) of the amending agreements?

A The loan application you signed was essentially your consent to the original terms and conditions (including the prime rate) of the loan. Any alterations to those terms and conditions must be authorized by you (and any applicable co-borrowers).

Q If I need more time or am unable to return one (1) of the amending agreements by May 1, 2009, what will happen?

A If you know that you will be unable to return a copy of the amending agreement by May 1, 2009, please contact your advisor immediately in order to make alternate arrangements. If we do not hear from you by this date, we will contact your advisor to clarify your intentions.

Q. Why might I have to repay my loan as referenced in the letter?

A. It is not our intention to require the repayment of any loans. In streamlining operations, however, our systems have been modified to accommodate only one prime rate – B2B Trust's Prime Rate. You must, therefore, sign and return one (1) of the enclosed amending agreements in order for your account to remain active. In the event that we do not receive your consent, the full repayment of your loan may be required.

Q. If B2B Trust's Prime Rate were to change, how would this impact my loan?

A. As it is today, depending on the type of loan you have, the following may apply:

- If you have an interest only investment loan, each January your monthly payments may be reset according to the value of the prime rate in effect and the outstanding loan balance.
- If you have a principal and interest investment loan, your monthly payments will typically stay the same (unless otherwise requested) over the life of the loan. If, however, at any time your payment is insufficient to maintain the amortization schedule, it may be recalculated and changed.
- Should you have a variable or fixed rate RRSP loan, your monthly payments will remain the same over the length of the term but the actual amortization will either increase or decrease depending on the direction of the rate change.

You should note that changes to the prime rate have no immediate impact on your monthly payments.

Q. How is B2B Trust's Prime Rate determined?

A. As with all prime rates, B2B Trust's Prime Rate is variable and normally moves in accordance with market conditions. All financial institutions, however, have the option of changing their prime rate at their discretion.

Q. What are the next steps after I sign and return one (1) of the amending agreements?

A. No further action will be required on your part.