



Letter of Assignment for Segregated Funds

Loan ID Number _____

Representative Name _____

Dealer Code _____

Representative Code _____

To:

(Please complete a separate Letter of Assignment for each Company)

Client's Name: _____

Code	Fund Name	Account/Policy No.	Dollars	Units
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

I have negotiated an Investment Loan with B2B Bank ("B2B"). In completing this transaction, I have assigned my Segregated Fund Account/Units or other Investment Accounts/Units (hereinafter referred to as "Policies") specified above as collateral for this Investment Loan. I agree that all certificates, receipt agreements and other documents evidencing or relating to the Policy, including my respective right, to the end interest in, to and under this Policy, including, without limitation, all monies, dividends, bonuses and profits which are or shall become payable under or in connection with, the Policy and all money either held or accumulated with or for the purposes of the Policy including any future deposits, will be assigned.

B2B has the authority to lien such other Policies, to transfer, surrender, redeem and deal with in any way all or part of the Policies in its sole discretion pursuant to an irrevocable Power of Attorney, which I have granted to B2B and in the event of my default to transfer, surrender or redeem the Policy in accordance with the Investment Loan Agreement.

I have agreed that a lien shall be placed on the Policy in favour of B2B as first loss payee effective immediately. In the event of any subsequent subdivision or consolidation of the Policy these new Units shall also be deemed to be assigned in favour of B2B.

I hereby instruct you:

- To register on your records that I have assigned to B2B as first loss payee the Policy listed above and any other Policy, which B2B may advise you from time to time.
- That no transfer, subsequent assignment, or redemption of the Policy shall be allowed without prior written authorization from B2B.
- Not to issue any Certificate of Ownership in any form.
- Not to acknowledge to any person either in writing or orally that the Policy is registered in my name unless you also advise the person that the Policy is subject to the security interest of B2B.
- To include any distributions from my Policy to the units assigned to B2B unless otherwise notified by B2B. All policyholder communications, including proxy related material, should be sent to me until otherwise notified by B2B.
- To provide B2B, at any time upon request, with any information concerning the Policy that B2B may require from time to time.
- That upon death of the annuitant under the Policy any benefit payable under the Policy shall first be payable to B2B in an amount sufficient to satisfy the amount due to B2B, in accordance with B2B's instructions.

Please acknowledge receipt and acceptance of this Assignment below, and return the acknowledged copy to:

B2B Bank
199 Bay Street, Suite 600
PO Box 279 STN Commerce Court
Toronto ON M5L 0A2.

The herein above instructions are revocable only with the prior written consent of B2B Bank.

Dated this _____ day of _____

Signature of Applicant

Signature of Co-Applicant

Print Name of Applicant

Print Name of Co-Applicant



WAIVER, ACKNOWLEDGEMENT AND CONSENT OF IRREVOCABLE BENEFICIARIES

(To be completed only if beneficiary designation is irrevocable)

We (the undersigned) are Beneficiaries under the Policy and hereby consent to the assignment of the Policy to B2B Bank as first loss payee in accordance with the terms and conditions of the Investment Loan (a copy of which has been provided to us). We have not assigned, transferred or otherwise encumbered our interest in the Policy. We acknowledge that we have been encouraged to obtain independent legal advice and that we have either obtained such advice or that we have voluntarily chosen not to do so, and we hereby waive any objections or claims that we may make resulting from any failure on our part to obtain such advice.

Signature lines for Name of Beneficiary, Signature of Beneficiary, and Signature of Witness.

Dated at _____ this _____ day of _____

CONFIRMATION BY INSURANCE COMPANY

We agree to be bound by the above Letter of Assignment until notified of release by B2B Bank. We represent and warrant that the Policy is a contract of insurance. The Account and/or number of Units represented by the "Policy" is noted above.

The Applicant and Co-Applicant (if any) is/are the only insured named in the Policy.

The Waiver, Acknowledgement and Consent has been executed by all irrevocable Beneficiaries and has been duly noted in our records.

We have not received notice of (i) any assignment of, or security interests in, the interests of the Applicant, Co-Applicant (if any) or the Beneficiaries named in the Policy or (ii) any right, title or interest of any person in or under the Policy, other than the assignment to B2B Bank.

We have satisfied ourselves as to every aspect of the Policy prior to issuing the same.

We confirm that we have recorded this assignment to B2B Bank as first loss payee in our records.

Notwithstanding any breach of a representation, warranty or covenant or final plan by the Applicant/Co-Applicant, the Beneficiary or any other party having an insurable interest, we agree that interest covered by the Policy (other than B2B Bank), as assignee of the Policy, will be entitled to full payment of any and all moneys, dividends, bonuses and profits which would otherwise be payable under the Policy but for such breach or foul play, provided that B2B Bank was not a party to such breach or foul play.

There is no provision in the Policy that prohibits an assignment of the Policy.

If applicable, the new account number is noted above for your reference.

Authorized Insurance Company Signatory