



Letter of Privilege For Fixed Rate Loan

With monthly payment of principal and interest

Name of Borrower: _____

Name of Co-Borrower: _____

Loan Number: _____ Authorized Loan Amount: _____

**Distribution alliance
Loan Program Rate:** Prime* + _____ % As per the Investment Loan Application.

**B2B Trust standard
Investment Loan Program Rate:** Prime* + _____ % As per the standard B2B Trust schedule applicable for similar loan type and amount.

As beneficiary of a B2B Trust Loan under the account number noted above, please be advised that I/we have chosen to amend my/our loan from a variable rate to a fixed rate, with regards to my/our original loan agreement. I/we agree to a fixed rate 3% above the now current variable rate for a two year period maturing April 30, 2011 and agree to make monthly payments of Principal and Interest in the amount of \$_____.

In consideration, until the end of the fixed rate period, B2B Trust agrees that it will not sell the securities pledged to secure repayment of the loan, inasmuch as all terms and conditions of my original loan agreement except the margin call provisions are respected.

I/we understand that at the end of the fixed rate period, the original interest rate of Prime + _____% will apply from that point forward.

I/we understand that if during the fixed rate period, I/we are in default of any loan conditions other than the margin call provisions, B2B Trust will be authorized to sell the securities as per the loan agreement.

This agreement does not constitute a novation of the original loan but a modification to certain conditions.

I acknowledge having read the present Letter of Privilege and agree to its terms.

Signature of Borrower

Date

Signature of Co-Borrower

Date

Witness

Date

* Prime rate means the annual interest rate announced by B2B Trust from time to time as being its reference rate then in effect (the "Prime Rate")