



Assignment, Hypothecation, Acknowledgement and Direction

TO: **B2B Bank**

AND TO: _____

Unless otherwise stated, all capitalized terms herein have the same meaning as in the B2B Bank Investment Loan Application (the "Loan Application") completed by the undersigned.

WHEREAS:

- a) the undersigned is the owner of the Contract/Policy Number _____ (the "Current Policy") issued by the Life Company; and/or
- b) the undersigned has submitted an application (the "Policy Application") identified by Application No. _____ to the Life Company for the purchase of a life insurance policy or for the purchase of a non registered variable annuity contract (as the case may be, the "Purchased Policy"); and
- c) the undersigned has agreed to execute this Assignment, Hypothecation, Acknowledgement and Direction as continuing collateral security to B2B Bank and/or confirm and acknowledge the hypothec granted to B2B Bank as security, for the repayment of all present and future indebtedness or liability of the undersigned to B2B Bank pursuant to the Current Policy, the Loan Application and/or the Purchased Policy, upon it being issued, (collectively the "Obligations") as the case may be.

NOW THEREFORE, for the mutual premises contained herein and for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the undersigned):

1. the undersigned hereby irrevocably assigns and hypothecates to B2B Bank, and hereby confirms and acknowledges that it has hypothecated in favour of B2B Bank: (i) the Current Policy, (ii) the undersigned's rights under the Policy Application and/or (iii) the Purchased Policy, upon it being issued, as the case may be, in each case together with all right, title and interest therein, as continuing security for the payment of the Obligations. The Current Policy and the Purchased Policy are collectively referred to as the "Policies".
2. The undersigned acknowledges that:
 - (a) B2B Bank is irrevocably entitled to ask for, sue for, recover and receive all monies due or payable or which may hereafter become due or payable under the Policies and give valid receipts, releases and discharges therefor. In case any dispute shall arise as to the amount due or payable under the terms of the Policies, B2B Bank shall be at liberty in its discretion to compromise, settle and/or adjust any such amount as B2B Bank shall see fit, provided that B2B Bank acts reasonably in the exercise of such discretion;
 - (b) the undersigned will do all such acts and execute all such documents that are from time to time reasonably required by B2B Bank to be done or executed or to keep the Policies in force and/or to more validly assign, hypothecate and transfer the Policies to B2B Bank according to the true intent and meaning of this document;
 - (c) if an Event of Default occurs or B2B Bank demands for payment of the Indebtedness, B2B Bank may, to the extent it deems advisable or appropriate, without advance notice or any other formality and without exhausting any of its other rights, recourses or remedies, do any one or more of the following, all of which rights, recourses and remedies will be enforceable successively, concurrently, or both: (a) sell and absolutely dispose of the Policies and the full benefit and advantage thereof at such price and upon such terms as B2B Bank shall see fit; (b) surrender the Policies and receive Cash Surrender Value thereof as B2B Bank may be able to obtain; (c) exercise any option or options given under the terms of the Policies; (d) surrender the Policies for a paid up policy in the name of B2B Bank; (e) surrender the Policies and accept in lieu thereof any other Policy which B2B Bank may see fit to accept, such substituted Policy to be in favour of B2B Bank or such other person as B2B Bank shall elect; or (f) realize upon the Policies or the right, title and interest of the undersigned therein, in such other manner as may seem to B2B Bank advisable; all without liability to B2B Bank for having done so, including, without limitation, liability for the negligence of any agent, mandatary or solicitor employed by B2B Bank.

The above rights, recourses and remedies shall be in addition to any right, recourse or remedy provided by law or equity. B2B Bank shall be entitled to apply against the Obligations any and all proceeds received by it through the exercise of its rights, recourses and remedies. If such application of proceeds fails to satisfy the Obligations outstanding, the undersigned will be liable to pay any deficiency to B2B Bank forthwith on demand. B2B Bank may apply any proceeds realized toward the repayment of the Obligations and any reasonable ancillary costs of collection and enforcement as B2B Bank in its sole discretion may see fit;
 - (d) the undersigned hereby irrevocably constitutes and appoints any officer or agent or mandatary of B2B Bank as the undersigned's true and lawful attorney in the undersigned's name and on behalf of the undersigned from time to time, to endorse and assign, hypothecate and transfer to B2B Bank the Policies and to sign, execute and deliver any document necessary to enable B2B Bank to obtain any monies or other value to be realized from the Policies or payable thereunder;