

Concentra® Self-Directed Retirement Savings Plan - APPLICATION

Annuitant

Contract Number

Name (Last name, first name)

SIN

Address

Birthdate

(MM/DD/YYYY)

Postal Code

Telephone (Residence)

Telephone (Alternate)

Email Address

Are you a resident of Canada?

 Y - Yes
 N - No

Pension Lock-In?

Y - Yes (Attach agreement)

N - No

Pension Jurisdiction

Contributor

Complete only if this deposit is being made by and claimed as a deduction by your spouse.

 Y - Yes N - No

Name (Last name, first name)

SIN

Third Party Consent

I hereby authorize Concentra Trust (the "Trustee") to disclose any information in its possession regarding my Concentra Self-Directed Retirement Savings Plan ("Plan") to _____ (the "Third Party") for the purpose of assisting the Third Party in providing me with information regarding my existing or future investment(s). I acknowledge that the information provided by the Trustee to the Third Party may be my personal, credit or financial information, as requested by the Third Party from time to time, including but not limited to my contact information, social insurance number ("SIN"), account balances, details of any investments held under the Plan, contribution or withdrawal amounts. I agree that I will not hold the Trustee liable for any information, advice, or representations provided to me or made by the Third Party. This authorization will remain in effect until revoked by me in writing at any time by sending a written request to the Trustee c/o Concentra Trust, 333 3rd Avenue North, Saskatoon SK S7K 2M2 or by contacting the Trustee at 1-800-788-6311.

Please Review Carefully and Sign Below

To: Concentra Trust - Trustee

- I hereby apply for participation in the Concentra Self-Directed Retirement Savings Plan (the "Plan") in accordance with the Declaration of Trust supplied to me.
- I request that the Trustee apply for registration of my Plan as a registered retirement savings plan with the proper authorities pursuant to the provisions of the *Income Tax Act* (Canada).
- I hereby acknowledge that:
 - I am solely responsible for determining the amount of contribution to the Plan which I may claim as a deduction under applicable tax legislation.
 - Any payments received by me under the Plan must be included in my income for the taxation year of receipt and will be subject to tax under the applicable tax legislation.
 - It is my responsibility to ensure that all investments purchased for the Plan are qualified as defined in the *Income Tax Act*.
- I hereby authorize _____, the employer, to act as the agent for the purpose of deducting contributions by payroll deduction.

Consent to the Collection, Use and Disclosure of Personal Information

- I understand and acknowledge that the personal information ("Information") contained herein is being collected by Concentra Trust (the "Trustee") and that by signing below, I confirm that I have read, understood and consent to the terms of the "Concentra" Privacy Policy located on the Concentra website at www.concentra.ca or by contacting the Trustee at 1-800-788-6311 for a copy. "Concentra" refers to Concentra Bank and its wholly-owned subsidiary Concentra Trust. Both entities are governed by the Privacy Policy.
- I understand and acknowledge that the Information provided will only be used by those employees and agents of Concentra who have a need for the Information in order to establish and administer the Concentra Self-Directed Retirement Savings Plan (the "Plan") and for any further purpose as identified below or I subsequently provide my consent for.
- I understand and acknowledge that the Information may be provided to third parties for the purposes of data processing, debt collection or for other goods and services offered by the Trustee; when such third parties are used, they are required to use the Information only for those limited purposes and in a manner comparable to Concentra privacy policies and practices.
- I consent to the Trustee collecting, using and disclosing Information for the following purposes:
 - to establish and administer the Plan;
 - as reasonably required in connection with the Plan;
 - to meet legal and regulatory requirements;
 - for statistical, audit and security purposes; and
 - respecting my social insurance number ("SIN"), for reporting purposes under the *Income Tax Act* (Canada) and as required by law.
- I consent to the Trustee collecting, using and disclosing Information for the following purpose (**please check box to consent**):
 - to promote the Trustee's products or services to me and to add to client lists the Trustee prepares for this purpose. I may withdraw my consent to use my Information for this purpose at any time by providing written notice to the Trustee, c/o Concentra Trust, 333 3rd Avenue North, Saskatoon, SK, S7K 2M2 or by contacting the Trustee at 1-800-788-6311. The Trustee acknowledges that any withdrawal of consent by me in respect of the use of the personal information as contemplated in #5 will not result in any refusal of credit or other services for that reason alone.
- If I am no longer a client of the Trustee or this Plan terminates, the Trustee will keep the Information in their records so long as required by law.
- Subject to certain exceptions, you may access your file and request corrections to your Information by sending a written request to the Trustee, c/o Concentra Trust, 333 3rd Avenue North, Saskatoon, SK, S7K 2M2 or by contacting the Trustee at 1-800-788-6311.

I have read the above paragraphs and hereby give my consent to the collection, use and disclosure of the personal information as described therein. I confirm that the information provided is true and accurate and I agree to make the Trustee aware of any changes to the personal information contained on this application form.

Accepted by the Trustee

Date

Annuitant's Signature

Agent Name

Agent Telephone

**CONCENTRA
SELF-DIRECTED RETIREMENT SAVINGS PLAN
DECLARATION OF TRUST**

We, Concentra Trust, declare that we accept the trust created between us and the Annuitant when the application was signed. The following are the terms of this trust:

1. Definitions

The following definitions apply:

"Annuitant", "you" and "your" - The individual applicant of the Plan, and shall have the meaning of the term "annuitant" as set out in subsection 146(1) of the *Income Tax Act*.

"Contribution" - Any amount paid or Qualified Investment deposited in your Plan.

"Contributor" - The individual, either you or your Spouse, who made a Contribution to your Plan.

"Income Tax Act" - The *Income Tax Act* (Canada), and regulations thereto, as amended from time to time.

"Plan" - The Concentra Self-Directed Retirement Savings Plan consisting of the application and this Declaration of Trust and the addendum or addenda thereto, where applicable.

"Plan Maturity" - The date you eventually select for commencement of retirement income from your Plan. (This date must not be later than the maturity date provided in the *Income Tax Act*.)

"Prohibited Investment" - Shall have the meaning of the term "prohibited investment" as set out in subsection 207.01(1) of the *Income Tax Act*.

"Qualified Investment" - Any investment which is a qualified investment for purposes of registered retirement savings plans as set out in the *Income Tax Act*.

"Spouse" - As recognized in the *Income Tax Act* for the purposes of registered retirement savings plans and, where applicable, incorporates the meaning of the term "common-law partner" as set out in subsection 248(1) of the *Income Tax Act*.

"Trustee", "we", "our" and "us" - Concentra Trust

2. Registration

The Trustee will apply for registration of your Plan as required by the *Income Tax Act* and any applicable income tax legislation of a province of Canada.

3. Contributions

The Trustee will hold all contributions made to your Plan, and any income earned on these Contributions, as outlined in this Declaration and as required by the *Income Tax Act*. Contributions may be cash, or securities in kind acceptable to the Trustee, and the Trustee agrees to hold these Contributions, if accompanied by properly executed transfer documents. Any income or gains from the Contributions will be held in trust for you. The Trustee will invest and reinvest such income or gains accumulated in accordance with the instructions provided by you. The Trustee is not responsible for determining whether the aggregate of all Contributions made by you, your Spouse or former Spouse to your Plan in respect of a year exceeds the maximum amount that is permitted to be contributed by the relevant Contributor to your Plan in respect of the year. No Contributions may be made after the Plan Maturity.

4. Record Keeping

The Trustee will issue statements for your Plan, which detail all Contributions and transactions, at least once annually or more frequently as determined by the Trustee at its sole discretion. Should there be a non-payment of the Trustee fees as per Clause 18, the Trustee may, in its sole discretion, cease to issue statements for your Plan.

5. Income Tax Receipts

As required under the *Income Tax Act* and applicable provincial tax legislation, the Trustee will provide the Contributor with a receipt for income tax filing purposes; the income tax receipt will report Contributions the Trustee has received for all eligible Contributions. It is your sole responsibility to ensure that you do not exceed the maximum allowable Contributions permitted each year under the relevant tax legislation.

6. Refund of Contributions

Upon receipt of your written application, and the written application of your Spouse if your Spouse was the Contributor to your Plan, the Trustee will refund to the Contributor the amount determined in accordance with Paragraph 146(2)(c.1) of the *Income Tax Act* relating to Contributions that exceed the limits permitted. Prior to the Trustee processing your written instructions, you will ensure sufficient cash is in your Plan to cover the amount requested or the Trustee will refund an investment in-kind equal to the fair market value at the time of the transaction. Once the refund is issued, the Trustee will no longer have any further liability or duty to you for your Plan assets that have been refunded.

7. Investment

Plan assets will be invested and reinvested from time to time in accordance with your investment instructions, which must comply with requirements imposed by the Trustee in its sole discretion. The Trustee will only act on your instructions if they are in a form acceptable to the Trustee and are accompanied by related documents as required by the Trustee in its sole discretion. The Trustee may accept and act on any investment instructions which the Trustee believes is in good faith to be given by you. You shall be permitted to hold those assets and investments which are:

- a. authorized under the *Income Tax Act*; and
- b. acceptable to the Trustee; and
- c. agreed upon from time to time, between the Trustee and the Annuitant.

The Trustee reserves the right to refuse to hold or accept certain investments even though they may be Qualified Investments.

You are solely responsible for any tax, interest or penalties (collectively, the "Charges") imposed under the *Income Tax Act* or any provincial or federal regulatory authorities as it pertains to the investments in your Plan. If your Plan becomes liable for any Charges, you will be deemed to have authorized the Trustee to sell or withdraw any of your Plan assets

and obtain a fair market value that the Trustee in its sole discretion, consider appropriate to pay any charges to your Plan.

It is your sole responsibility to provide appropriate documents supporting the fair market value of Plan assets not publicly traded on a recognized stock exchange within the meaning of the *Income Tax Act* and other applicable legislation. The Trustee may deem your Plan assets as worthless and remove them from your Plan if you fail to provide documents supporting their fair market valuation as the Trustee may impose.

The Trustee will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-Qualified Investment. In the event a Qualified Investment becomes a non-Qualified Investment the Trustee will notify you and the Canada Revenue Agency (CRA) of details of that investment and you will be liable for payment of taxes owing under Part XI.01 of the *Income Tax Act*.

If the Plan holds a non-Qualified Investment, the Trustee may, at its sole discretion, withdraw such non-Qualified Investment from the Plan *in specie*, or by way of realization of the investment in cash.

You are responsible for ensuring any investment under the Plan is not and continues to not be a Prohibited Investment. In the event a Qualified Investment or a non-Qualified Investment is deemed to be a Prohibited Investment, you are responsible for reporting details of that Prohibited Investment to the CRA and for the payment of taxes under Part XI.01 of the *Income Tax Act*.

8. Retirement Income

You must advise the Trustee in writing, at least 90 days prior to your Plan Maturity, of the type of retirement income you elect to receive from the proceeds of your Plan. You may choose to receive income from any one of, or any combination of, a life annuity, a fixed term annuity providing benefits for a term of years equal to 90 minus the age in whole years of the annuitant at the maturity of the plan (or the Annuitant's Spouse if the Spouse is younger and the Annuitant so elects to use the Spouse's age), a registered retirement income fund or other retirement income option that may be provided for in the *Income Tax Act*. If the retirement income you choose to receive is an annuity, it must meet the following conditions:

- a. It must be paid out in a single lump sum if it becomes payable to someone other than your Spouse upon or after your death.
- b. It must be paid in equal annual or more frequent periodic payments until such time as you fully or partially commute this retirement income and, where such commutation is partial, equal annual or more frequent periodic payments thereafter.
- c. It must not provide for any increase in the amount of the periodic payments as a result of your death where payments are to continue to your Spouse following your death.
- d. It may not be assigned in whole or in part.

If you have not advised the Trustee in writing at least 90 days (or such shorter notice as the Trustee may in its sole discretion permit) prior to the maturity date provided in the *Income Tax Act* of your selection of a retirement income, the Trustee will at its sole discretion, prior to the end of December 31st of the year in which your Plan is required to mature, either:

- a. transfer the property to a Retirement Income Fund for you, trustee by the Trustee. The Trustee will apply for registration of your Retirement Income Fund under the *Income Tax Act*. For purposes of the Retirement Income Fund you will be:
 - i. deemed not to have elected to have your Spouse to continue to receive payments on your death;
 - ii. deemed not to have made any designation of beneficiary to receive the proceeds of your Retirement Income Fund on your death;
 - iii. deemed to have elected to use your age for purposes of calculating the minimum amount under the *Income Tax Act*; and
 - iv. bound by the terms of the Declaration of Trust made under the Retirement Income Fund.

Or

- b. On or after December 1st of the year in which your Plan is required to mature, but before the end of December 31st of that year, the Trustee will at its sole discretion:
 - i. sell all the assets within the Plan and pay you the proceeds as a withdrawal from your Plan; and/or
 - ii. transfer the assets within the Plan *in specie* to you as a withdrawal from your Plan.

9. Beneficiary Designation

You may designate a beneficiary, in those provinces where the law so permits, to receive the proceeds of your Plan in the event of your death prior to your Plan Maturity. Details of the Trustee's requirements for making, changing or revoking such a designation are available from the offices of our Agent. If your Plan contains funds that are locked-in under pension legislation, that legislation may restrict who you may designate as a beneficiary on your Plan. You may make, change or revoke your designation by written notice signed by you in a form acceptable to the Trustee. The Trustee will be fully discharged of any liability under this Declaration of Trust upon payment or transfer of your Plan to your designated beneficiary, notwithstanding any determination that the designation may be found invalid as a testamentary instrument.

10. Death

In the event of your death prior to the Plan Maturity the Trustee will, once it has received the documentation it requires, pay or transfer the Plan proceeds as a single payment, less required income tax deductions, to your designated beneficiary and notify your estate representative of any resulting tax liability. Where you have designated a trustee as your

beneficiary, upon payment to the trustee the Trustee is fully discharged from any obligation to see to the due execution of any trust imposed on such trustee. In instances where you have not designated a beneficiary as provided for in Clause 9 of this Declaration or in instances where your designated beneficiary has predeceased you, the proceeds of your Plan will be paid or transferred as a single payment, less required income tax deductions, to your estate. When the Trustee has made the payment of the Plan proceeds to your designated beneficiary or to your estate, the Trustee will be considered as fully discharged from any further liability with respect to your Plan.

11. Your Responsibilities

It is your responsibility to ensure, that:

- your birthdate and social insurance number as recorded on your Plan application are accurate;
- the Contributions to your Plan do not exceed the allowable maximum under the *Income Tax Act*;
- all assets acquired by your Plan are and continue to be Qualified Investments;
- all assets acquired by your Plan are not and continue not to be Prohibited Investments;
- you provide proper documentation to support the fair market value of Plan assets not publicly traded on a recognized stock exchange within the meaning of the *Income Tax Act* and other applicable legislation;
- you provide documentation to show the purchase price of Plan assets and any available sales agreements;
- you are solely responsible to ensure that the vendor of any Plan assets you have purchased is a resident of Canada at the time of the sale and you further agree to assume any liability for any taxes, interest and/or penalties imposed as a result of the vendor's non-residency;
- you will eventually elect, as spelled out by Clause 8 of this Declaration, the type of retirement income you choose to receive;
- you advise the Trustee in writing, of any changes in your address; and
- you provide your correct residential address and advise the Trustee in writing immediately upon any change of address or residency.

The address, date of birth and social insurance number in your Plan application is deemed to be a certification of its truth and your undertaking to provide proof if requested by the Trustee, unless you provide written notification of any change of address after the date of the application. The Annuitant will be solely responsible for any taxes, interest or penalties that may be determined as a result of the Annuitant's subsequent non-residency.

12. No Advantage

No advantage, as defined in subsection 207.01(1) of the *Income Tax Act*, that is conditional in any way on the existence of the Plan may be extended to you or to any person with whom you do not deal at arm's length other than those advantages and benefits which may be permitted from time to time under the *Income Tax Act*.

13. Amendments

The Trustee may from time to time amend your Plan by giving you notice in writing; such amendments will be effective not less than 30 days after the written notice has been provided to you. If the Trustee is required to amend the terms of your Plan to ensure compliance with the *Income Tax Act* and/or any relevant pension legislation, such amendments will take effect without notice to you to ensure that your Plan continues to comply with all applicable legislation.

14. Notices

Any notices given to the Trustee by you under this Plan shall be sufficiently given if mailed, postage prepaid by you, to any office of the Trustee and shall be deemed to have been given on the day that such notice is received by the Trustee. Any notices given by the Trustee to you shall be sufficiently given if mailed, postage prepaid by the Trustee, to you at your last address supplied by you and shall be deemed to have been given on the day of mailing.

15. Limits of Liability of the Trustee

The Trustee will not provide any investment advice regarding any of the assets held or acquired by your Plan and shall act solely on your written instructions or those of your authorized agent. The Trustee shall not be responsible for any loss or damage suffered or incurred by your Plan, by you or by any beneficiary designated by you, unless caused by or resulting from dishonesty, negligence, wilful misconduct or lack of good faith by the Trustee.

You are responsible for determining whether an investment made in your Plan is, and remains a Qualified Investment. The Trustee is not responsible for valuing your Plan assets that are not publicly traded on a recognized stock exchange within the meaning of the *Income Tax Act* and other applicable legislation.

The Trustee is not responsible for any taxes, interest and/or penalties incurred as a result of the non-residency of either the vendor of a Plan asset or the Annuitant.

You, your heirs, executors, administrators or legal representatives and each beneficiary under your Plan will at all times indemnify the Trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors, assigns and its agents directly and out of your Plan assets for any taxes, interest, penalties and/or charges levied or imposed on the Trustee in respect of your Plan, costs incurred in performing its duties under this Declaration of Trust or any losses incurred by your Plan as a result of any loss or diminution of your Plan assets, purchases, sales or retention of any investments, payments or distributions out of your Plan made according to these terms and conditioned, or acting or declining to act on any instructions given to us, whether by you, a person designated by you or any person purporting to be you or the person designated by you.

16. Withdrawals

You may make withdrawals from your Plan, subject to the following conditions:

- The Trustee will withhold taxes from any withdrawals in such amounts as required by the *Income Tax Act* from time to time;
- The Trustee will issue required tax slips reporting the amount of the withdrawal and taxes withheld, if any;
- withdrawals must be declared by you as income for the taxation year of receipt.

Prior to the Trustee processing your written instructions, you will ensure sufficient cash is in your Plan to cover the amount requested or you will withdraw the investment(s) in kind, equal to the fair market value at the

time of the transaction. Once the withdrawal is issued, the Trustee will no longer have any further liability or duty to you for your Plan assets that you have withdrawn and will not be liable for any resulting loss.

17. Transfers

Transfer-out

Following receipt of your written instructions in a form acceptable to the Trustee, the Trustee will transfer all or part of your Plan assets to a registered retirement savings plan or registered retirement income fund where you are the annuitant, a registered pension plan for your benefit, or to any other source permitted under the *Income Tax Act* or applicable pension legislation. The Trustee will provide the issuer or carrier of the recipient plan with all relevant information in its possession. The Trustee will sell or transfer specific investments of your Plan to effect the transfer if instructed by you in writing. In the absence of satisfactory written instructions, the Trustee may sell or transfer any investment of your Plan selected by it in its sole discretion to effect the transfer and will not be liable for any resulting loss.

Transfer-in

Following receipt of your written instructions in a form acceptable to the Trustee, the Trustee will transfer-in amounts of to your Plan from another registered retirement savings plan, registered pension plan or any other source permitted under the *Income Tax Act* or applicable pension legislation. The Trustee may, in its sole discretion refuse to accept the property into your Plan for any reason whatsoever and authorized to transfer out of your Plan to the Annuitant, without notice, any property of your Plan the trustee believes is not or may not be a Qualified Investment. The terms and conditions of your Plan will be subject to any additional terms or conditions that may be required to complete the transfer according to applicable law. If assets are transferred to your Plan in accordance with applicable pension legislation, the additional provisions contained in the locking-in addendum to this Declaration of Trust will form part of the Declaration and will govern the assets of your Plan. In the event of any inconsistency between the terms of the addendum and the terms of this Declaration, the terms of the addendum will apply, but only to the extent that such terms do not contravene the *Income Tax Act*.

Transfer for Division of Property

Following receipt of your written instructions in a form acceptable to the Trustee, the Trustee will transfer all or part of your Plan assets to a registered retirement savings plan or registered retirement income fund under which your Spouse is the annuitant if the transfer is made under the terms of a decree, order or judgment of a competent tribunal, or of a written separation agreement, that relates to the division of property between you and your Spouse or former Spouse in settlement of rights arising out of or on the breakdown of your marriage or common-law partnership.

Any transfer requests may be subject to any tax under the *Income Tax Act* and other related fees or costs. The Trustee will process your request within a reasonable period of time after the Trustee has received all completed documents as required by applicable law and us. Once the transfer-out is issued, the Trustee will no longer have any further liability or duty to you for your Plan assets transferred.

18. Trustees' Financial Conditions

The Trustee may charge you or your Plan fees for services provided by the Trustee to you or your Plan from time to time in accordance with the current fee schedule of the Trustee; the Trustee will give you a minimum of 30 days' notice of any change in its fees. The Trustee is entitled to reimbursement from you or your Plan for all Trustee fees, mortgage foreclosure fees, brokerage fees, commissions, disbursements, expenses (including taxes, interest and penalties) and any other charges reasonable incurred by the Trustee in connection with your Plan. The Trustee is are entitled to deduct its unpaid fees, disbursements, expenses and any other charge from your Plan and where insufficient cash is available, you authorize the Trustee to sell or withdraw any of your Plan assets and obtain a fair market value that the Trustee, in its sole discretion consider appropriate to collect unpaid fees, disbursements, expenses and any other charges. The Trustee will not be responsible for any resulting loss.

19. Other Conditions

While this Plan continues to be a Retirement Savings Plan under the provisions of the *Income Tax Act*, it shall constitute an *inter vivos* trust.

Neither your Plan nor the assets of your Plan can be used as security for a loan.

When any mortgage held as an asset in your Plan is in arrears for 90 days or longer, you agree to immediately take action to correct the arrears or to initiate a foreclosure action against the mortgagor. If the mortgage continues to be in arrears for 120 days or longer and evidence satisfactory to the Trustee is not received that:

- a repayment arrangement has been agreed upon, or
 - foreclosure action has commenced,
- you hereby authorize the Trustee to remove the said mortgage from your Plan as a withdrawal made at the fair market value of the mortgage asset.

The Trustee is not responsible for any taxes, interest and/or penalties incurred as a result of the delinquent mortgage.

The terms of this Declaration of Trust will be binding on your heirs, executors, administrators or legal representatives and permitted assigns and the successors and assigns of the Trustee.

Without limiting its responsibility as Trustee of your Plan, the Trustee may appoint agents and may delegate to its agents the performance of administrative of any other duties required under your Plan and Declaration of Trust. The Trustee may engage accountants, brokers, lawyers and others for their advice and services and may rely on them for the same. The Trustee may pay to any agent or advisor a fee under the provisions of this Declaration of Trust but the Trustee will not be liable for any acts, omissions or negligence of any of its agents or advisors so long as the Trustee acted in good faith. The Trustee acknowledges that the Trustee is ultimately responsible for the administration of your Plan.

20. Resignation or Removal of Trustee

The Trustee may resign as trustee or the Agent may remove the Trustee as trustee by providing such written notice as may be required under the terms of an agreement entered into between the Trustee and the Agent. If the Trustee resigns or is removed, the Trustee will provide the

Annuitant with 30 days written notice of such resignation or removal. In the event of the resignation or removal of the Trustee, the Agent shall appoint a successor trustee or trustees who shall be acceptable to the Trustee. The Trustee shall deliver the property comprised of the investments within the Plan and the records relating thereto, and shall execute such deeds and assurances and do such things as may be requisite in order to ensure the continued uninterrupted operation of the Plan. The Trustee will give the successor trustee or trustees all the information necessary for the continued administration of the Plan. Should the Agent neglect or refuse to appoint a successor trustee or trustees who shall be acceptable to the Trustee, we reserve the right to appoint a successor trustee on your behalf, or transfer assets *in specie* to you as a withdrawal from your Plan.

21. Application for Advice and Direction

If there is a disagreement over entitlement to the Plan proceeds on your death or upon relationship breakdown with your Spouse or former Spouse, and where the applicable law permits, the Trustee reserves the right to, and may at its sole discretion apply to court for advice and direction. The Trustee is entitled to recover all of its legal fees and disbursements that it incurs in this regard from the Plan.

22. Restriction on Trustee

Notwithstanding any other provision herein, the Trustee shall not be entitled to recover from the Plan penalties, interest and/or taxes imposed under the *Income Tax Act* that are attributable to the Trustee.

23. Ultimate Responsibility

The Trustee has entered into an Agency Agreement with Concentra Bank, which provides that Concentra Bank (or any of its duly authorized representatives) acts as Agent for the Trustee for the purpose of administration of this Plan. However, the Trustee is ultimately responsible for the administration of your Plan.