

# Concentra<sup>TM</sup>

## FINANCIAL

### CONCENTRA FINANCIAL SERVICES ASSOCIATION

#### INFORMATION MEMORANDUM SHORT-TERM PROMISSORY NOTES

This Information Memorandum ("the Memorandum") is not, and under no circumstances is to be construed as, an offering of the short-term promissory notes described herein generally or for sale or delivery in the United States of America or the territories or possession thereof and other areas subject to its jurisdiction or to any citizens or resident of the United States of America. The short-term promissory notes will not be sold outside of Canada nor to any person who is not a resident in Canada nor to any person purchasing for re-sale to, or for the account or benefit of, any person who is not a resident of Canada.

This Memorandum does not constitute an offering of the short-term promissory notes described herein generally or in any jurisdiction where such offering would be prohibited.

This Memorandum is confidential and does not constitute an offer or a solicitation of an offer to the public for the purchase or sale of any securities. Under no circumstances are its contents to be reproduced or distributed to the public or the press. Concentra Financial Services Association is not a reporting issuer in any Province or Territory. The securities being offered in this Memorandum are exempt market securities under applicable securities law. No person has been authorized to give any information or to make any representation not contained in this Memorandum and, if given or made, such information or representation must not be relied upon as having been authorized.

This Memorandum does not in any way obligate Concentra Financial Services Association to accept an offer to purchase short-term promissory notes.

August 1, 2005.



## CONCENTRA FINANCIAL SERVICES ASSOCIATION

Concentra Financial Services Association/Association de services financiers Concentra ("Concentra Financial") is an association under the *Cooperative Credit Associations Act* (Canada) ("the CCA Act").

Concentra Financial was created by Letters Patent of Continuance effective as of December 31, 2004, which continued Co-operative Trust Company of Canada as Concentra Financial.

Concentra Financial was continued by Letters Patent of Amalgamation effective as of April 1, 2005.

Concentra Financial, together with its subsidiary Concentra Trust, provide a wide range of financial products and services for credit unions, credit union members and others throughout Canada. In particular, Concentra Financial will provide a broad range of commercial lending arrangements. Concentra Trust offers a variety of trust, fiduciary and custody products and services including, among others, personal and corporate trusts.

The operations of Concentra Financial are subject to the CCA Act and the operations of Concentra Trust are subject to *The Trust and Loan Companies Act* (Canada).

Concentra Financial is owned by Canadian credit unions, credit union centrals, The Co-operators Insurance Companies and the CUMIS Insurance Companies.

The head and principal office of Concentra Financial is located as 333-3<sup>rd</sup> Avenue North, Saskatoon Saskatchewan S7K 2M2.

## DESCRIPTION OF THE SHORT-TERM PROMISSORY NOTES

**Issuer:** Concentra Financial Services Association/Association de services financiers Concentra ("Concentra Financial")

**Aggregate Amount:** The maximum aggregate principal amount of short-term promissory notes of Concentra Financial ("the Notes") authorized to be outstanding at any one time is \$500 million in lawful money of Canada or the equivalent thereof in another currency.

**Purpose:** The net proceeds from the sale of the Notes will be used by Concentra Financial for general corporate purposes.

**Form of Notes:** The Notes will be interest bearing and issued at par or issued at discount to mature at their principal amount.

The Notes may be issued in negotiable form, payable to bearer or to the order of a named payee thereof ("Certificated Notes") or may be issued in "book entry only" form ("the Book Entry Notes").

Book Entry Notes will be purchased or transferred through participants ("the Participants") in The Canadian Depository for Securities Limited ("CDS") debt clearing service, which Participants include securities brokers and dealers and banks and trust companies or through other institutions ("Indirect Participants") that maintain direct or indirect custodial relationships with a Participant. Concentra Financial will cause Book Entry Notes to be held on behalf of, and registered in the name of, CDS or its nominee. Each purchaser of a Book Entry Note will receive a customer confirmation of purchase from the registered dealer from whom the Note is purchased in accordance with the practices and procedures of that registered dealer.

No person having an interest in a Book Entry Note ("a Holder") will be entitled to a

certificate or other instrument from Concentra Financial or CDS evidencing that person's interest in the Note nor will such Holder be shown on the records maintained by CDS except through an agent of the person who is a Participant or an Indirect Participant in CDS. Registration of interests and transfers of Book Entry Notes will only be made through the debt clearing system of CDS. All payments of Book Entry Notes will be made by Concentra Financial to the Issuing and Paying Agent which will then make payments to CDS. CDS will forward all payments received to its Participants which will forward the payments to Holders or to Indirect Participants who will forward the payments to Holders.

Neither Concentra Financial nor the registered dealers who sell the Notes and interests therein will assume any liability for:

- (a) any aspect of the records relating to the beneficial interests in the Book Entry Notes held by CDS or the payments relating thereto;
- (b) maintaining, supervising or reviewing any records relating to the Book Entry Notes;
- (c) any advice or representation made by or with respect to CDS, including those contained in this Memorandum and relating to the rules governing CDS or any action to be taken by CDS or at the direction of its Participants.

The rules governing CDS provide that it acts as the agent and depository for the Participants and, subject to any contract between CDS and any Participant, CDS has a statutory duty to enforce payment of the Notes on behalf of the Participants. Once payment of the principal and interest on the Book Entry Notes is made by or on behalf of Concentra Financial to CDS, Concentra Financial is discharged of its obligation to pay under such Notes.

The ability of a Holder to pledge Book Entry Notes or to take action with respect to such Notes (other than through a Participant or an Indirect Participant) may be limited due to the lack of physical certificates.

If Concentra Financial terminates its participation in the CDS book entry system, with respect to the Book Entry Notes, it will issue Notes in Certificated Form payable to bearer or to the order of the named payee thereof to Holders of Book Entry Notes or their nominees.

The Book Entry Notes will be subject to the *Depository Bills and Notes Act* (Canada).

Certificated Notes will be subject to the *Bills of Exchange Act* (Canada).

**Denominations:** Multiple of \$1,000 in lawful money of Canada or its equivalent, at the date of issue in a foreign currency.

**Maturity:** Up to one (1) year from the date of issue.

**Discount and Rates of Interest:** Available upon request.

**Delivery** Delivery of Notes in certificated form will be made against payment by certified cheque or may be arranged for same day delivery to the purchaser or its agent through the Issuing and Paying Agent in Toronto, Ontario. In other principal cities in Canada, delivery will be made by a letter of undertaking. Delivery of Book Entry Notes will be made in accordance with the rules established by CDS.

**Payment at Maturity:** Payment of the principal of and interest (if any) on Notes in certificated form will be made by or on behalf of Concentra Financial through the Issuing and Paying Agent in the currency of issue upon presentation and surrender of the Notes.

All payments on Book Entry Notes will be made by or on behalf of Concentra Financial through the Issuing and Paying Agent in accordance with the rules established by CDS.

**Line of Credit:** Concentra Financial maintains lines of credit with financial institutions in amounts sufficient for its operations, including its commercial paper activities.

**Issuing and Paying Agent:** Canadian Imperial Bank of Commerce

**Redemption:** The Notes and interests therein will not be redeemed prior to maturity.

**Ranking:** The Notes will be unsecured and rank *pari passu* with Concentra Financial's other unsubordinated and unsecured indebtedness, subject to such exceptions as may, from time to time, exist under applicable law.

**Governing Law:** The Notes will be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada, applicable therein.

**Rating:** The Notes have been rated R-1 (low) by Dominion Bond Rating Service Limited.

**Not CDIC**

**Insured:** The Notes are not insured or guaranteed by Canada Deposit Insurance Corporation or any other governmental agency.

**Tax**

**Consideration:** The Notes and interests therein, if issued on the date hereof, should not constitute a "foreign property" for the purposes of Part XI of the *Income Tax Act* (Canada) ("the ITA"). No opinion is given with respect to the status of the Notes and interest therein as qualified investments under the ITA and the regulations thereunder or trusts governed by registered retirement savings plans, registered education savings plans, deferred profit sharing plans or registered retirement income funds and potential purchasers of Notes and interests therein should

consult their own tax advisors in this regard. Concentra Financial is a "financial institution" for the purposes of the large corporations tax in Part 1.3 of the ITA.

**Selling**

**Restrictions:**

The Notes have not been and will not be registered under the United States of America Securities Act, 1933. The Notes will not be offered for sale in the United States of America (including the States and the district of Columbia), its territories, its possessions and other areas subject to its jurisdiction or to any citizen or resident of the United States of America. The Notes and interests therein will not be sold outside of Canada nor to any person who is not resident in Canada for the purpose of the ITA, nor to any person purchasing for resale to, nor for the account or benefit of any person who is not resident in Canada for the purposes of the ITA.

**Purchaser's**

**Representations:**

By purchasing a Note or an interest therein, the purchaser represents and warrants that it is a person resident in Canada for the purposes of the ITA and is not purchasing such Note or interest therein for resale to, or for the account or benefit of any non-resident person.

**Residents of**

**New Brunswick**

Residents of New Brunswick shall not purchase a Note pursuant to this Memorandum unless they review the statutory rights required by the *Securities Act* (New Brunswick), that forms part of this Memorandum.

**Residents of**

**Nova Scotia:**

Residents of Nova Scotia shall not purchase a Note pursuant to this Memorandum unless they review the statutory rights required by the *Securities Act* (Nova Scotia), that forms part of this Memorandum.

**Eligibility for**

**Investment:**

If issued on the date hereof, the Notes would not be precluded as investments under each of the following statutes, in each case, subject to

general investment provisions and restrictions and in certain cases, subject to prudent investment standards and general investment provisions and restrictions pertaining generally to purchasers and to additional requirements relating to investment or lending policies or goals:

*Insurance Companies Act* (Canada)  
*Pension Benefits Standards Act, 1985* (Canada)  
*Trust and Loan Companies Act* (Canada)  
*Loan and Trust Corporations Act* (Alberta)  
*Employment Pension Plans Act* (Alberta)  
*Insurance Act* (Alberta)  
*Credit Union Act* (Alberta)  
*Financial Institutions Act* (British Columbia)  
*Pension Benefits Standards Act* (British Columbia)  
*The Insurance Act* (Manitoba)  
*The Pension Benefits Act* (Manitoba)  
*The Trustee Act* (Manitoba)  
*Pension Benefits Act* (New Brunswick)  
*Trustees Act* (New Brunswick)  
*Credit Unions Act* (New Brunswick)  
*Pension Benefits Act, 1997* (Newfoundland and Labrador)  
*Credit Union Act* (Newfoundland)  
*Pension Benefits Act* (Nova Scotia)  
*Trustee Act* (Nova Scotia)  
*Credit Union Act* (Nova Scotia)  
*Insurance Act* (Ontario)  
*Loan and Trust Corporations Act* (Ontario)  
*Pension Benefits Act* (Ontario)  
*Trustee Act* (Ontario)  
*Credit Unions and Caisses Populaires Act, 1994* (Ontario)  
*Trustee Act* (Prince Edward Island)  
*Credit Unions Act* (Prince Edward Island)  
*An Act respecting insurance* (Québec) for an insurer (as defined therein) incorporated under the laws of the Province of Québec, other than a guarantee fund  
*An Act respecting trust companies and savings companies* (Québec) for a trust company (as defined therein) investing its own funds and funds received as deposits and a savings company (as defined therein) investing its funds



*Supplemental Pension Plans Act (Québec)*  
*An Act respecting financial services*  
*cooperatives (Québec)*  
*The Pension Benefits Act, 1992 (Saskatchewan)*  
*The Credit Union Act, 1998 (Saskatchewan)*

Legal  
 Relationship  
 Book Entry  
 Note:

For purchasers acquiring the Notes, in the form of Book Entry Notes, and interests therein, the representations and warranties set out in this Memorandum are given in favor of Participants only, and no other person shall benefit therefrom or commence a legal action based thereon, but all such persons shall claim, if at all, through a Participant. Initial holders of interests in Book Entry Notes as contemplated herein will acquire such interest and be parties to a contract with a Participant; such holders will not acquire their interests from or be parties to a contract with Concentra Financial.

Additional  
 Information:

Additional information about Concentra Financial is available upon request to:

Greg Wallace  
 Vice President, Financial Intermediation/CFO  
 Concentra Financial Services Association  
 P.O. Box 3030  
 Regina, SK S4P 3G8  
 Telephone: (306) 566-1279  
 Email: [greg.wallace@concentrafinancial.ca](mailto:greg.wallace@concentrafinancial.ca); and

Daryl Kelln  
 Director, Corporate Finance  
 Concentra Financial Services Association  
 P.O. Box 3030  
 Regina, SK S4P 3G8  
 Telephone: (306) 566-1590  
 Email: [daryl.kelln@concentrafinancial.ca](mailto:daryl.kelln@concentrafinancial.ca)

## PURCHASERS' STATUTORY RIGHTS

Securities legislation in certain Provinces of Canada provides purchasers with, in addition to any other right they may have in law, rights of rescission and/or rights of damages where this Memorandum contains a misrepresentation, provided that such rights are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province for the particulars of these rights or should consult with a legal advisor.

In the Provinces of Saskatchewan, Nova Scotia and New Brunswick, applicable securities laws require that the following statutory rights be set out specifically in this Memorandum:

### Saskatchewan Purchasers

Purchasers of Notes under this Memorandum that are resident in the Province of Saskatchewan are given certain statutory rights of action under *The Securities Act, 1988* (Saskatchewan) (the "*Securities Act* (Saskatchewan)"). Those rights are:

1. Subsection 80.3(3) - the right to withdraw from an agreement to purchase the Notes by giving written notice to the seller within two business days after receipt of this Memorandum or any amendment thereto;
2. Subsection 138(1) - a right of action for rescission or damages where this Memorandum or any amendment thereto contains a misrepresentation;
3. Subsection 138.1 - a right action for rescission or damages if any advertising or sales literature disseminated in connection with a sale of the Notes contains a misrepresentation;
4. Subsection 138.2 - a right of action for damages against an individual if such individual makes a verbal statement to a prospective purchaser respecting the Notes purchased that contains a misrepresentation;
5. Subsection 141(1) - a right to void the purchase agreement and recover the purchase price if the Notes are sold in contravention of the *Securities Act* (Saskatchewan) or the Regulations to the *Securities Act* (Saskatchewan); and

6. Subsection 141(2) - a right of action for rescission or damages if this Memorandum is not delivered to the purchaser before the agreement to purchase such securities has been concluded, as required by subsection 80.3(1) of the *Securities Act* (Saskatchewan).

Under subsection 147 of the *Securities Act* (Saskatchewan), statutory rights of action must be exercised within certain time periods. Those time periods are:

1. an action for rescission must be started within 180 days of the date of the transaction that gave rise to the action;
2. an action for damages must be started by the earlier of:
  - (a) one year after the purchaser first had knowledge of the facts giving rise to the action; or
  - (b) six years after the date of the transaction that gave rise to the cause of action.

The foregoing is a summary only and not intended to be a complete analysis of these rights. These rights are, in some cases, subject to certain defences and must be exercised within prescribed time limits failing which such rights may be altered or lost. A Saskatchewan resident purchaser should refer to the provisions of the *Securities Act* (Saskatchewan) for particulars of these rights or consult with a lawyer. These statutory rights are in addition to and without derogation from any other right or remedy which a Saskatchewan resident security holder might have at law.

#### **Nova Scotia Purchasers**

Purchasers of Notes under this Memorandum that are resident in the Province of Nova Scotia are given certain statutory rights of action under the *Securities Act* (Nova Scotia). Those rights are:

Where this Memorandum, together with any amendments hereto, or any advertising or sales literature (as defined in the *Securities Act* (Nova Scotia)) contains an untrue statement of material fact or omits to state a material fact that is required to be stated or that is necessary in order to make any statement contained herein or therein not misleading in light of the circumstances in which it was made (a "misrepresentation"), a purchaser of Notes is deemed to have relied upon such misrepresentation if it was a misrepresentation at the time of purchase and has, subject to

certain limitations and defences, a statutory right of action for damages against the seller, every director of the seller at the date of the Memorandum and every person who signed the Memorandum or, alternatively, while still the owner of the Notes, may elect instead to exercise a statutory right of rescission against the seller, in which case the purchaser shall have no right of action for damages against the seller, directors of the seller or persons who have signed the Memorandum, provided that, among other limitations:

- (a) no action shall be commenced to enforce the right of action for rescission or damages by a purchaser resident in Nova Scotia later than 120 days after the date payment was made for the Notes (or after the date on which initial payment was made for the Notes where payments subsequent to the initial payment are made pursuant to a contractual commitment assumed prior to, or concurrently with, the initial payment);
- (b) no person will be liable if it proves that the purchaser purchased the Notes with knowledge of the misrepresentation;
- (c) no director or signatory is liable if the director or signatory proves that:
  - (i) the Memorandum or any amendments thereto were sent or delivered to the purchaser without the director's or signatory's knowledge or consent and that, on becoming aware of its delivery, the director or signatory gave reasonable general notice that it was delivered without their knowledge or consent;
  - (ii) after delivery of the Memorandum or any amendments thereto and before the purchase of the Notes by the purchaser, on becoming aware of the misrepresentation in the Memorandum or any amendments thereto, the director or signatory withdrew their consent to the Memorandum or any amendments thereto and gave reasonable general notice of the withdrawal and the reason for it; or
  - (iii) with respect to any part of the Memorandum or any amendments thereto purporting to be made on the authority of an expert or to be a copy of, or an extract from, a report, an opinion or a statement of an expert, the director or signatory had no reasonable grounds to believe and did not believe that there had been a misrepresentation or that the

relevant part of the Memorandum or any amendments thereto did not fairly represent the report, opinion or statement of the expert or was not a fair copy of, or an extract from, the report, opinion or statement of the expert;

- (d) no director or signatory is liable with respect to any part of the Memorandum or any amendments thereto not purporting to be made on the authority of an expert or to be a copy of, or an extract from, a report, opinion or statement of an expert provided the director or signatory conducted a reasonable investigation to provide reasonable grounds for a belief that there had been no representation and provided the director or signatory did not believe that there had been a misrepresentation;
- (e) in the case of an action for damages, no person will be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the Notes as a result of the misrepresentation relied upon; and
- (f) in no case will the amount recoverable in any action exceed the price at which the Notes were offered to the purchaser.

The foregoing is a summary only and not intended to be a complete analysis of these rights. These rights are, in some cases, subject to certain defences and must be exercised within prescribed time limits failing which such rights may be altered or lost. A Nova Scotia resident purchaser should refer to the provisions of the *Securities Act* (Nova Scotia) for particulars of these rights or consult with a lawyer. These statutory rights are in addition to and without derogation from any other right or remedy which a Nova Scotia resident security holder might have at law.

#### **New Brunswick Purchasers**

Purchasers of Notes under this Memorandum that are resident in the Province of New Brunswick are given certain statutory rights of action under the *Securities Act* (New Brunswick). Those rights are:

In the event that this Memorandum, together with any amendment to it, is delivered to a prospective purchaser of the Notes in connection with a trade made in reliance on Part 2, Division 2, Section 2.12 of Emergency Rule 45-501 (Prospectus and Registration Exemptions Rule), adopted by the New Brunswick

Securities Commission on July 21, 2004, and this Memorandum or any amendment hereto contains a "misrepresentation", a purchaser to whom the Memorandum has been delivered and who purchases Notes shall be deemed to have relied upon such misrepresentations if it was a misrepresentation at the time of purchase and the purchaser has a right of action for damages against the seller, but may elect to exercise a right of rescission against the seller, in which case he shall have no right of action for damages against the seller, provided that, among other limitations:

- (a) in an action for rescission or damages, the defendant will not be liable if the defendant proves that the purchaser purchased the Notes with knowledge of the misrepresentation;
- (b) in an action for damages, the defendant is not liable for all or any portion of the damages that the defendant proves does not represent the depreciation in value of the Notes as a result of the misrepresentation relied upon; and
- (c) in no case shall the amount recoverable under the right of action described herein exceed the price at which the Notes were offered.

The right of action for rescission or damages described herein is conferred by section 150 of the *Securities Act* (New Brunswick) and is in addition to and without derogation from any right the purchaser may have at law.

Pursuant to section 161 of the *Securities Act* (New Brunswick):

- (a) the right of action for rescission must be exercised by notice to the seller, not more than 180 days after the date of the transaction that gave rise to the cause of action; and
- (b) the right of action for damages must be exercised not more than the earlier of (i) one year after the purchaser first had knowledge of the facts giving rise to the cause of action, or (ii) six years after the date of the transaction that gave rise to the cause of action.

For the purposes of the *Securities Act* (New Brunswick), "misrepresentation" means:

- (a) an untrue statement of material fact; or
- (b) an omission to state a material fact that is required to be stated or that is necessary to make a statement not

misleading in the light of the circumstances in which it was made.

The foregoing is a summary only and not intended to be a complete analysis of these rights. These rights are, in some cases, subject to certain defences and must be exercised within prescribed time limits failing which such rights may be altered or lost. A New Brunswick resident purchaser should refer to the provisions of the *Securities Act* (New Brunswick) for particulars of these rights or consult with a lawyer. These statutory rights are in addition to and without derogation from any other right or remedy which a New Brunswick resident security holder might have at law.

CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS OF  
CONCENTRA FINANCIAL SERVICES ASSOCIATION/ASSOCIATION DE  
SERVICES FINANCIERS CONCENTRA ("Concentra Financial")

AUTHORIZING THE ISSUE AND SALE OF  
SHORT-TERM PROMISSORY NOTES

I, Wayne King, do hereby certify that I am the duly appointed Vice-president of Concentra Financial Services Association/Association de services financiers Concentra ("Concentra Financial") and that the following resolutions of the board of directors of Concentra Financial authorizing the issue and sale of short-term promissory notes, were duly made by the board of directors of Concentra Financial on May 15, 2005, and that such resolutions have not been amended or repealed and are in full force and effect as of the date hereof.

**"RESOLVED THAT:**

- (a) the Company be and hereby is authorized from time to time to borrow money by the issue and sale of, up to \$500 million in lawful money of Canada, or the equivalent thereof in any other currency, aggregate principle amount (at stated maturity) of its short-term unsecured promissory notes maturing not later than one year from the date of issuance ("the Notes") which Notes may be in certificated or "book entry only" form and which may be issued at par less a discount representing an interest factor or, if interest bearing, at par;
- (b) the limitation set forth above as to the aggregate principal amount of the Notes that may be outstanding is directory only, and notwithstanding the foregoing limitation on the aggregate principal amount of the Notes to be outstanding, at any time, the holder of any Note may proceed without making any inquiry as to the aggregate principal amount of the Notes outstanding;
- (c) any two authorized signing officers of the Company ("the Designated Officers") be and hereby



are authorized and empowered to execute and deliver on behalf of the Company:

- (i) an agreement or agreements with one or more investment banking or similar firms to act as dealers or agents in connection with the sale of the Notes; and
  - (ii) all other agreements, documents and instruments, including without limitation, issuing and paying agency agreements and instruments authorizing one or more banks, trust companies or other qualified financial institutions ("the Issuing and Paying Agent") to, among other things, countersign the Notes and to deliver the same to the purchaser or purchasers thereof and with The Canadian Depository for Securities Limited or other clearing houses to act in connection with the clearing and settlement of transactions in Notes, as is deemed necessary or appropriate to effect the intent of these resolutions, in each case containing such terms and conditions as such Designated Officers executing such agreement, document or instrument may approve, with such approval to be conclusively evidenced by the execution and delivery thereof;
- (d) the Designated Officers be, and hereby are authorized to execute and deliver for sale on behalf of the Company, from time to time, Notes in such denominations and maturities, and at such rates of interest or discount, as such Designated Officers may approve, with such approval to be conclusively evidenced by the execution, either by manual or facsimile signature, and delivery thereof by such Designated Officers;
- (e) the Notes shall be signed in the name and on behalf of the Company by the Designated Officers and such signature may be either manual or facsimile provided that no Note shall be valid or binding on the Company unless completed on behalf of the Company by the Issuing and Paying Agent; any Note so executed and completed shall, after delivery (whether physical or electronic) for

value, be valid and binding on the Company notwithstanding that, at any time after the execution of such Note, any person duly authorized to execute or counter sign the same may cease to hold the office or position held by such person at the time he or she executed or countersigned such Notes;

(f) the Notes may be printed in bilingual form in both in the English and French languages, and in that case, the French language version shall be an accurate translation of the English language version; provided that in the event of any dispute arising as to the terms and provisions of any Note, the English language version shall be deemed to be authoritative, notwithstanding that there may be a discrepancy between the interpretation of the English and French language version and such Note shall be interpreted and enforced accordingly; and

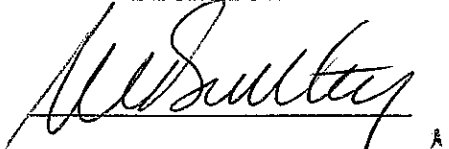

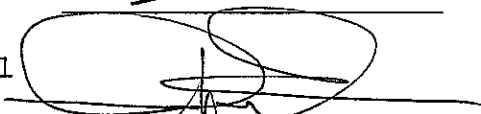


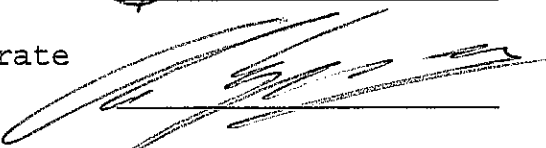
(g) the Designated Officers of the Company be, and each of them hereby is, authorized and directed to do and perform or cause to be done and performed, all such acts, deeds and things and to make, execute, file and deliver, or cause to be made, executed, filed and delivered, all such agreements, undertakings, documents, instruments, applications, or certificates (including, without limitation, the preparation and distribution of an information memorandum relating to the offering of the Notes) in the name and on behalf of the Company or otherwise as each such officer may deem necessary or appropriate to effectuate or carry out fully the purpose and intent of these resolutions."

DATED this 15<sup>th</sup> day of August, 2005.

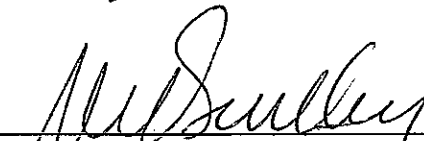
  
\_\_\_\_\_  
Wayne King, Vice-president

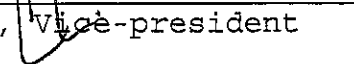
**CONCENTRA FINANCIAL - CERTIFICATE OF INCUMBENCY**

We, Myrna J. Bentley and Wayne King, respectively the President/Chief Executive Officer and Vice-president for Concentra Financial Services Association/Association de services financiers Concentra ("Concentra Financial") hereby certify that the persons named below have been duly elected or appointed to the offices of Concentra Financial opposite their respective names, and that such persons are now holding the offices set opposite their respective names and are acting as such officers and that the signatures set opposite each name is a true specimen of the signature of each such officer.

NAME	OFFICE	SIGNATURE
Myrna Bentley	President and Chief Executive Officer	
Tony Ducie	Vice President, Finance	
Greg Wallace	Vice President, Financial Intermediation/CFO	
Wayne King	Vice President, Trust/Governance and Corporate Secretary	
Dave Smith	Vice President, Relationship Management & Sales	
Alan Migneault	Vice President, Corporate Services	

DATED the 15<sup>th</sup> day of August, 2005.

  
 Myrna J. Bentley, President/  
 Chief Executive Officer

  
 Wayne King, Vice-president

# Concentra

FINANCIAL

Note No.  
Billet n<sup>o</sup>.

Discount/Interest Bearing  
À escompte/portant intérêt

PROMISSORY NOTE  
BILLET

Issue Date  
Date d'émission

Due Date  
Date d'échéance



This is a depository note subject to the Depository Bills and Notes Act.  
Ce billet de dépôt est régi par la Loi sur les lettres et billets de dépôt.  
(Remove for Certificated Notes.)

**Concentra Financial Services Association/Association de services financiers Concentra** for value received hereby promises to pay to or to the order of  
contre valeur reçue, promet par les présentes de payer à ou à l'ordre de

on the Due Date the sum of  
à la date d'échéance la somme de

dollars  
dollars

plus interest thereon at  
avec intérêt au taux de

per cent per annum,  
pour cent par année,

payable in lawful money of  
payable en monnaie légale du

on presentation and surrender of this Promissory Note  
sur présentation et remise de ce billet à

to the main branch of Canadian Imperial Bank of Commerce in  
la succursale principale de la Banque Canadienne Impériale de Commerce à

Authenticated By:  
Authentifié par:

**Concentra Financial Services Association/Association  
de services financiers Concentra**

By/Par: \_\_\_\_\_

President and Chief Executive Officer/  
Présidente et chef de la direction

By/Par; \_\_\_\_\_

By/Par: \_\_\_\_\_

Vice President, Financial Intermediation/CFO  
Vice-président, Intermédiation financière  
et chef des finances

**This Promissory Note shall become valid only when manually authenticated.  
Le présent billet n'est valide que s'il est authentifié manuellement.**

**NOTE:**

- a) This note is governed by the laws of Saskatchewan and the laws of Canada applicable therein.  
Ce billet est régi par les lois de la Saskatchewan et les lois du Canada, qui s'y appliquent.
- b) This note may be sold only to residents of Canada (as defined in the *Income Tax Act (Canada)*).  
Ce billet ne peut être vendu qu' à des résidents ou résidentes du Canada (au sens de la *Loi de l'impôt sur le revenu (Canada)*).
- c) The holder of this Note or of an interest herein represents and warrants that it is a Canadian resident and that is not acting for or on behalf of any person that is not a Canadian resident.  
Le porteur de ce billet ou d'une participation dans celui-ci, déclare et atteste être résident ou résidente du Canada et qu'il ou elle ne représente pas ou n'agit pas au nom d'une personne qui n'est pas résident ou résidente du Canada.

REFER TO: J.J. Dierker Q.C.  
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OUR FILE NO: 508586.2

August 1, 2005

Concentra Financial Services Association  
333 – 3<sup>rd</sup> Avenue North  
Saskatoon SK S7K 2M2

Dear Sirs/Mesdames:

**Re: Concentra Financial Services Association/ Association de services financiers  
Concentra - Issue of Short Term Deposit Notes**

We have acted as legal counsel to Concentra Financial Services Association / Association de services financiers Concentra (“**Concentra Financial**”) in all Provinces and Territories of Canada (the “**Jurisdictions**”) in connection with the proposed issuance and sale by Concentra Financial of unsecured short-term notes in the form of depository notes subject to the *Depository Bills and Notes Act* (Canada)(the “**Depository Notes**”) and in the form of promissory notes subject to the *Bills of Exchange Act* (Canada) (the “**Certificated Notes**”)(the Certificated Notes together with the Depository Notes are referred to herein as the “**Notes**”). The Notes shall have maturities up to one (1) year from the respective dates of issuance thereof and be issued in denominations not less than \$1,000 in lawful money of Canada or its equivalent in U.S. currency on the date of issuance, all as more particularly described in Concentra Financial’s Information Memorandum dated August 1, 2005 of which this opinion forms part (the “**Information Memorandum**”) relating to such proposed issue and sale of Notes. Concentra Financial has limited the aggregate principal amount of Notes that may be outstanding at any time to CDN \$500,000,000.

For the purposes of this opinion, “**Applicable Securities Laws**” means applicable securities laws of the Jurisdictions and the rules and regulations made thereunder, together with the published policy statements instruments, blanket orders, rulings and notices of the securities regulatory authorities in the Jurisdictions.

The offering by Concentra Financial of the Notes is being done pursuant to certain registration requirement and prospectus requirement exemptions granted to Concentra Financial by the applicable regulatory authority in each of the Jurisdictions under Applicable Securities Laws as evidenced by an MRRS Decision Document dated December 22, 2004, issued by the Saskatchewan Financial Services Commission, Securities Division, as principal regulator on behalf of the regulators in each of the Jurisdictions (the “**MRRS Decision Document**”).

Scope of Review/Assumptions

We have assisted in the preparation of the MRRS Decision Document and the Information Memorandum (including the specimen form of Note reproduced in the Information Memorandum). We have examined originals or copies, certified or otherwise identified to our satisfaction, of such documents, records of corporate proceedings, certificates of officers of Concentra Financial and of government officials and such other material as we have considered necessary or appropriate for the purposes of this opinion.

In such examination, we have assumed the genuineness of all documents submitted to us as originals and the conformity to the originals of all documents submitted to us as certified or conformed copies or facsimiles. We have also assumed that with respect to the issuance of the Notes by Concentra Financial, the sale of the interests therein (as defined below), and any subsequent trade of such Notes or interests therein (as defined below), that no order, ruling or decision is issued or granted by a court or regulatory or administrative body that has the effect of either restricting any trade of the Notes or interests therein (as defined below) or affecting any person who engages in such trade, and that the exemptions from the registration requirement and prospectus requirement under the MRRS Decision, or equivalent exemptions to the registration requirement and prospectus requirement under Applicable Securities Laws, are available to the persons involved in the trade at the relevant time.

As to various questions of fact material to our opinion that we have not verified independently, we have relied upon certificates of, or letters from, government officials, Concentra Financial or its officers. The qualification of any opinion or statement with respect to the existence or absence of facts "to our knowledge" means actual awareness by those of our lawyers involved in the issue by Concentra Financial of the Notes.

As to matters of law in the Provinces of British Columbia, Alberta, Manitoba, Ontario, Quebec, New Brunswick, Nova Scotia, Newfoundland and Labrador, Prince Edward Island, Northwest Territories, Yukon Territory and Nunavut, we have relied on opinions of counsel in such Jurisdictions, copies of which have been delivered to you. We believe you, and we, are entitled to rely on such opinions. To the extent that such opinions are based on any assumption or are made subject to any limitation or qualification, this opinion is based on the same assumption and made subject to the same limitation or qualification. Except to the extent that this opinion is rendered in reliance on the opinions of counsel described above, this opinion is rendered solely with respect to the laws of the Province of Saskatchewan, and the federal laws of Canada applicable therein, in effect on the date hereof.

In expressing the opinion set forth in paragraph 1 below that Concentra Financial is an Association under the under the *Cooperative Credit Associations Act* (Canada) (the "CCA Act"), its operations are subject to the CCA Act, and that Concentra Financial is in compliance with the CCA Act we have relied upon a certified copy of the Order to Commence Business issued by the Superintendent of Financial Institutions appointed pursuant to the *Office of the Superintendent of Financial Institutions Act* (Canada) ("OSFI"), effective December 31, 2004, and a Certificate of Compliance issued by OSFI dated August 1, 2005.

The opinions expressed in paragraph 8 below are also subject to the general limitations and restrictions contained in the statutes and regulations referred to therein as to the amount of funds that may be invested in any one investment or type or class of investment.

### Qualifications

With respect to the opinion expressed in paragraph 3, the enforceability of the Notes, and any interests therein (as defined below), may be limited by: (i) any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights generally; (ii) the qualification that the granting of equitable remedies, including without limitation remedies such as specific performance and injunction, are in discretion of the court having jurisdiction; (iii) the equitable or statutory powers of the court having jurisdiction, including without limitation the power to grant relief from forfeiture, to stay proceedings before it and to stay the execution of judgments; (iv) the applicable laws regarding limitations of actions; (v) enforceability of provisions that purport to sever any provision that is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of such document would be determined only in the discretion of the court; (vi) enforceability of the provisions exculpating a party from liability or duty otherwise owed by it may be limited under applicable law; (vii) that rights to indemnity, contribution and waiver under the documents may be limited or unavailable under applicable law; (viii) notwithstanding that a Note may be issued in U.S. currency, a judgment of a court in Canada based on such Note may only be awarded in Canadian currency; and (ix) notwithstanding any provision respecting payment of interest in the Notes, the rate at which interest is payable on any judgment obtained in respect of any obligation contained in the Notes may be limited by the *Interest Act* (Canada), the *Court Order Interest Act* (British Columbia), the *Judgment Interest Act* (Alberta), *The Executions Act* (Saskatchewan), *The Court of Queen's Bench Act* (Manitoba), *the Civil Code of Québec*, the *Interest on Judgments Act* (Nova Scotia), the *Rules of Court* (New Brunswick) pursuant to the *Judicature Act* (New Brunswick), the *Supreme Court Act* (Prince Edward Island), the *Judgment Interest Act* (Newfoundland and Labrador), the *Judicature Act* (Northwest Territories), the *Judicature Act* (Nunavut), and the *Judicature Act* (Yukon); or similar applicable provincial or territorial legislation to a rate that may be less than the rate stipulated in the Notes.

### Opinion

Based upon and subject to the foregoing, we are of the opinion that:

1. Concentra Financial is an association under the CCA Act and its operations are subject to the CCA Act.
2. All necessary corporate action has been taken by Concentra Financial to authorize the borrowing of money through the sale of the Notes and the creation, issue and sale of the Notes.
3. The Notes, in the specimen form set forth in the Memorandum, when (i) duly executed on behalf of Concentra; (ii) completed by Canadian Imperial Bank of Commerce (the

“Agent”) in accordance with the Issuing and Redemption Agent Agreement for Short Term Debt made the 25th day of May, 2005, between the Agent and Concentra Financial as the same may be amended or replaced; and (iii) delivered by or on behalf of Concentra Financial for value, will constitute a valid and binding obligation of Concentra Financial enforceable against Concentra Financial in accordance with its terms.

4. The French language version of the Information Memorandum is in all material respects a complete and proper translation of the English language version thereof, and the French language portions of the specimen form of Note contained in the Information Memorandum is, in all material respects, a complete and proper translation of the English language portions thereof.
5. All laws of the Province of Québec relating to the use of the French language (other than those relating to oral communications as to which we express no opinion) have been complied with in connection with the sale of the Notes to Purchasers in the Province of Québec if such purchasers receive copies of all documents which constitute the contract of sale, including forms of order and confirmation, in the French and English languages at the same time or the French language only, unless the contract of sale contains a clear written stipulation, in both the English and French languages, that the purchaser wishes to receive the contract of sale and all related documents in the English language only.
6. As at the date hereof, the offering, issue, sale and delivery by Concentra Financial of the Notes to purchasers resident in the Jurisdictions is exempt from the prospectus and registration requirements under the Applicable Securities Laws of such Jurisdictions, and no prospectus or other document is required to be filed, no proceeding is required to be taken, and no approval, permit, consent or authorization is required to be obtained under the Applicable Securities Laws of any of the Jurisdictions in order to permit Concentra Financial to, either directly or through agents, offer and sell the Notes, or any interests therein (as defined below), to residents in the Jurisdictions, other than filing without delay a copy of the Information Memorandum with the Autorité des marchés financiers in Québec.
7. The subsequent trade of any Note, or any interests therein (as defined below), issued under the Offering to, or by, residents in the Jurisdictions will not be subject to any restrictions or hold periods, save and except for any restrictions imposed by Concentra Financial on the transferability of such Note, or any interests therein (as defined below), at the time of their issuance.
8. The Notes and undivided beneficial interests purchased from participant members in The Canadian Depository for Securities Limited (the “**interests therein**”), as of the date hereof, are eligible investments, where applicable, without resort to the so-called “basket provisions” or their purchase would not be precluded as investments for certain investors, subject to compliance with the prudent investment standards and general investment provisions and restrictions of the statutes referred to below (and, where applicable, regulations or guidelines thereunder) and, in certain cases, subject to



the satisfaction of additional requirements relating to investment or lending policies or goals and, in certain cases, the filing of such policies or goals, under the following statutes:

*Insurance Companies Act (Canada)*  
*Pension Benefits Standards Act, 1985 (Canada)*  
*Trust and Loan Companies Act (Canada)*  
*Loan and Trust Corporations Act (Alberta)*  
*Employment Pension Plans Act (Alberta)*  
*Insurance Act (Alberta)*  
*Credit Union Act (Alberta)*  
*Financial Institutions Act (British Columbia)*  
*Pension Benefits Standards Act (British Columbia)*  
*The Insurance Act (Manitoba)*  
*The Pension Benefits Act (Manitoba)*  
*The Trustee Act (Manitoba)*  
*Pension Benefits Act (New Brunswick)*  
*Trustees Act (New Brunswick)*  
*Credit Unions Act (New Brunswick)*  
*Pension Benefits Act, 1997 (Newfoundland and Labrador)*  
*Credit Union Act (Newfoundland and Labrador)*  
*Pension Benefits Act (Nova Scotia)*  
*Trustee Act (Nova Scotia)*  
*Credit Union Act (Nova Scotia)*  
*Insurance Act (Ontario)*  
*Loan and Trust Corporations Act (Ontario)*  
*Pension Benefits Act (Ontario)*  
*Trustee Act (Ontario)*  
*Credit Unions and Caisses Populaires Act, 1994 (Ontario)*  
*Trustee Act (Prince Edward Island)*  
*Credit Unions Act (Prince Edward Island)*  
*An Act respecting insurance (Québec) for an insurer (as defined therein) incorporated under the laws of the Province of Québec, other than a guarantee fund*  
*An Act respecting trust companies and saving companies (Québec) for a trust company (as defined therein) investing its own funds and funds received as deposits and a savings company (as defined therein) investing its funds*  
*Supplemental Pension Plan Act (Québec)*  
*An Act respecting financial services cooperatives (Québec)*  
*The Pension Benefits Act, 1992 (Saskatchewan)*  
*The Credit Union Act, 1998 (Saskatchewan)*

This opinion is given as of the date hereof and reliance on this opinion as to Notes issued after the date hereof must be on the assumption that there has been no change in the law, whether by legislative or judicial action, or in the factual matters in which the opinion is based. The opinions expressed herein are intended solely for the use of Concentra Financial and only in connection with the Offering, and should not be relied upon by any other person or for any

other purpose, nor quoted from or referred to in any other document (other than the Information Memorandum), without our prior written consent.

Yours truly,

*McDougal Gauley LLP*