

AMALGAMATION AGREEMENT

THIS AGREEMENT made this 24 day of April, 2025.

BETWEEN:

CONEXUS CREDIT UNION 2006
(hereinafter called "**Conexus**")

OF THE FIRST PART

AND:

CORNERSTONE CREDIT UNION FINANCIAL
GROUP LIMITED
(hereinafter called "**Cornerstone**")

OF THE SECOND PART

AND:

SYNERGY CREDIT UNION LTD.
(hereinafter called "**Synergy**")

OF THE THIRD PART

(hereinafter collectively called the "**Amalgamating Credit Unions**" and individually an "**Amalgamating Credit Union**")

WHEREAS it is desirable that the members and the business of Conexus, Cornerstone and Synergy be amalgamated in accordance with *The Credit Union Act, 1998* (the "**Act**") so that the Amalgamating Credit Unions shall continue as one amalgamated credit union (the "**Amalgamated Credit Union**").

NOW THEREFORE this Agreement witnesseth as follows:

1. The Amalgamating Credit Unions, or such of them as approve the amalgamation as prescribed in Article 11 hereof, provided this includes Conexus (the "**Approving Credit Unions**"), do hereby agree to amalgamate as one credit union under the provisions of *The Credit Union Act, 1998*, to become the Amalgamated Credit Union.
2. Each member of each of the Approving Credit Unions shall, at the date on which the amalgamation becomes effective (the "**Amalgamation Date**"), become a member of the Amalgamated Credit Union and be entitled to the privileges thereof. The Amalgamated Credit Union agrees to issue to the members of the Approving Credit Unions, shares of its capital stock at a par value equal to the paid up portion of all shares of capital stock held by the members in each of the Approving Credit Unions

as shown in the books and records of each of the Approving Credit Unions immediately prior to the Amalgamation Date.

3. The Amalgamated Credit Union shall, at the Amalgamation Date, be the owner of all of the assets, rights and things and be subject to all of the liabilities and obligations of each of the Approving Credit Unions.
4. The Amalgamated Credit Union, effective on the Amalgamation Date shall fully and completely record in its records all the assets, rights and things owned by it and all liabilities and obligations owned by it as a result of the amalgamation of the Approving Credit Unions.
5. There will be a new name for the Amalgamated Credit Union to be approved by the boards of directors of the Approving Credit Unions and communicated to the membership prior to the Amalgamation Date. The name communicated to the membership will be deemed to be included in this Amalgamation Agreement.
6. Each of the Amalgamating Credit Unions covenants and agrees that it will supply to the other Amalgamating Credit Unions such full particulars of its assets, rights and things and of its liabilities and obligations, whether to members or otherwise, as shall be requested by any of the other Amalgamating Credit Unions.
7. Each of the Amalgamating Credit Unions shall, from the date hereof until the Amalgamation Date:
 - a) consult with the other Amalgamating Credit Unions with respect to any executive management changes (other than terminations for cause or voluntary retirements); and
 - b) consult with the other Amalgamating Credit Unions with respect to any significant commitments or undertakings outside the Ordinary Course of Business and shall not, prior to the Amalgamation Date, commit to nor incur any extraordinary expenditures, dividends, borrowings or divestitures outside the Ordinary Course of Business, without the written approval and consent of the other Amalgamating Credit Unions.

For the purposes of this Agreement, “**Ordinary Course of Business**” shall mean the ordinary course of the business of the applicable Amalgamating Credit Union, consistent with past practices and/or not materially outside of the currently approved budget of the applicable Amalgamating Credit Union, but only to the extent such past practices were in compliance with applicable laws and in accordance with best practices in the Saskatchewan credit union industry.

8. Notwithstanding anything set forth in Articles 6 and 7 hereof the Amalgamating Credit Unions shall not share any competitively sensitive information or be required to obtain prior consent to any action unless such sharing or action is in compliance with applicable competition laws and any plan recommended by, or advice given by, competition law legal counsel of the Amalgamating Credit Unions pertaining to the monitoring and control of the exchange of competitively sensitive information.
9. The articles of amalgamation (Schedule I) (the “**Articles**”) and the bylaws (Schedule II) (the “**Bylaws**”) attached to this Agreement will be Articles and Bylaws of the

Amalgamated Credit Union. The directors of the Amalgamated Credit Union are authorized to file with the Registrar of Credit Unions, the Articles and Bylaws.

10. Subject to approval by all Approving Credit Unions and to paragraphs 11(b) and (c) hereof, the first directors of the Amalgamated Credit Union and their terms of office are:

Name in Full	Place of Residence, Including Street and Number or R.R. No. & Postal Code	Expiry of Term at the Annual Meeting in the Year
Nominee of Conexus	Pam Skotnitsky	2027
Nominee of Conexus	Tim Oitotoju	2027
Nominee of Conexus	Adam Hicks	2028
Nominee of Conexus	Kathryn Pollack	2028
Nominee of Conexus	Ken Kosolofski	2029
Nominee of Conexus	Jessica McNaughton	2029
Nominee of Cornerstone	Ty Kehrig	2027
Nominee of Cornerstone	Lyle Weichel	2028
Nominee of Cornerstone	Heidi Schofer	2029
Nominee of Synergy	Don Wheler	2027
Nominee of Synergy	Melanie Bonnah	2028
Nominee of Synergy	Neil Carruthers	2029

Upon the expiration of their respective terms as outlined, directors will be elected as set out in the Bylaws. If a nominated director resigns, or otherwise ceases to be a director of their nominating Approving Credit Union prior to the Amalgamation Date such Approving Credit Union shall designate another of its directors to serve until the expiry of the term of the nominee who is to be replaced.

11. Other provisions:

- (a) The amalgamation shall only proceed and become effective in the event that members of Conexus and members of at least one of Cornerstone or Synergy approve the amalgamation;
- (b) In the event that only one of Cornerstone or Synergy approve the amalgamation, then the three director nominees of the non-approving credit union shall not be designated as a first director of the Amalgamated Credit Union pursuant to Article 10 hereof and Conexus and the other Approving Credit Union shall nominate from their respective boards of directors, additional first directors of the Amalgamated Credit Union, as follows:
 - (i) two additional nominees of Conexus; and
 - (ii) one additional nominee of the other Approving Credit Union.

In such case, the director nominees will be as follows:

Name in Full	Place of Residence, Including Street and Number or R.R. No. & Postal Code	Expiry of Term at the Annual Meeting in the Year
Nominee of Conexus	Mark Borgares	2027
Nominee of Conexus	Nicole Fitzpatrick	2027
Nominee of Conexus	Pam Skotnitsky	2028
Nominee of Conexus	Tim Otitoju	2028
Nominee of Conexus	Adam Hicks	2028
Nominee of Conexus	Kathryn Pollack	2029

Nominee of Conexus	Ken Kosolofski	2029
Nominee of Conexus	Jessica McNaughton	2029
Nominee of Cornerstone (if applicable)	Blair Van Caeselee	2027
Nominee of Cornerstone (if applicable)	Ty Kehrig	2028
Nominee of Cornerstone (if applicable)	Heidi Schofer	2029
Nominee of Cornerstone (if applicable)	Lyle Weichel	2029
Nominee of Synergy (if applicable)	Don Wheler	2027
Nominee of Synergy (if applicable)	Melanie Bonnah	2028
Nominee of Synergy (if applicable)	Neil Carruthers	2029
Nominee of Synergy (if applicable)	Carolyn Young	2029

- (c) The amalgamation shall only be effective following receipt of all approvals required pursuant to the Act including from the Credit Union Deposit Guarantee Corporation and the Registrar of Credit Unions and any requisite clearance under the *Competition Act* (Canada);
- (d) The Amalgamating Credit Unions covenant to cooperate fully and in good faith in the pursuit and procurement of any necessary regulatory approvals, permits, licenses, and other authorizations required for the implementation of this Agreement. Subject to Article 8 hereof, each Amalgamating Credit Union shall promptly provide the other parties with any necessary information, documentation, and assistance, and shall take all reasonable actions to facilitate and expedite the approval process. The Amalgamating Credit Unions shall jointly coordinate any communications with regulatory authorities and shall ensure that all submissions are accurate, complete, and timely. Each Amalgamating Credit Union shall bear its own costs and expenses related to the regulatory approval process, unless otherwise mutually agreed in writing. The Amalgamating Credit Unions shall keep each other promptly informed of any material developments in their respective business that could impact regulatory

approval and shall not take any actions that may jeopardize or delay the attainment of the required approvals. Should any regulatory issues arise, the Amalgamating Credit Unions shall use commercially reasonable efforts to address and resolve such issues in a manner consistent with the objectives and terms of this Agreement.

(e) The auditor for the Amalgamated Credit Union shall be Deloitte LLP.

12. In the event of a Material Adverse Change, any Amalgamating Credit Union shall have the right to terminate its obligation to proceed with the amalgamation upon written notice to the other parties, provided that such termination is exercised within ten (10) business days following the occurrence of the Material Adverse Change. The Amalgamating Credit Unions agree to use their commercially reasonable efforts to mitigate any Material Adverse Change and its effects on their respective businesses. This includes, but is not limited to, seeking alternative solutions, renegotiating terms, and cooperating to minimize the adverse impact on the amalgamation transaction.

"Material Adverse Change" means any change, event, occurrence, or effect that, individually or in the aggregate with all other changes, events, occurrences, and effects, has had or would reasonably be expected to have a material adverse effect on the business, operations, assets, liabilities, financial condition, or results of operations of one or more of the Amalgamating Credit Unions, taken as a whole. However, none of the following, either alone or in combination, shall be deemed to constitute or contribute to a Material Adverse Change:

- (a) changes in general economic conditions or financial markets that do not disproportionately affect less than all of the Approving Credit Unions;
- (b) Changes resulting from acts of war, terrorism, or natural disasters that do not disproportionately affect less than all of the Approving Credit Unions;
- (c) Changes in applicable laws or regulations, or interpretations thereof, after the date of this Agreement; and
- (d) Changes resulting from the announcement, execution, or performance of this Agreement and the transactions contemplated hereby.

13. Subject to Article 11 hereof, this Agreement shall become effective upon its approval of the amalgamation by the members of Conexus, Cornerstone, and Synergy or the members of Conexus and the members of one of either Cornerstone or Synergy as provided in Article 11, in accordance with *The Credit Union Act, 1998* and following approval of the Registrar of Credit Unions.

14. The effective date of the amalgamation shall be the 1st day of January, 2026.

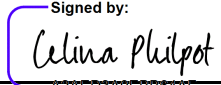
Signature Page Follows

IN WITNESS WHEREOF Conexus Credit Union 2006 has hereunto executed this agreement by its duly authorized representatives in that regard effective the 24 day of April, 2025.

CONEXUS CREDIT UNION 2006

Signed by:

Per: 91160327306342A... Ken Kosolofski


Signed by:

Per: AZAED3A0EBB04AF... Celina Philpot

IN WITNESS WHEREOF Cornerstone Credit Union Financial Group Limited has hereunto executed this agreement by its duly authorized representatives in that regard effective the 24 day of April, 2025.

CORNERSTONE CREDIT UNION FINANCIAL GROUP LIMITED

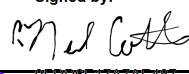
Signed by:

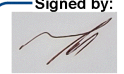
Per: 90DF170FF2F4407... Heidi Schofer

DocuSigned by:

Per: DA62647D87A04F3... Doug Jones

IN WITNESS WHEREOF Synergy Credit Union Ltd. has hereunto executed this agreement by its duly authorized representatives in that regard effective the 24 day of April, 2025.

SYNERGY CREDIT UNION LTD.

Signed by:

Per: 0FDD6E17A7AE487... Neil Carruthers

Signed by:

Per: A302CF2FDD59450... Trevor Beaton

SCHEDULE I

Articles of Amalgamation (Section 3.23(3) of *The Credit Union Regulations*, 1999)

1. Name of amalgamated credit union:

2. Effective Date of the Amalgamation:

January 1st, 2026

3. Fiscal year end of the Credit Union:

December 31 of each year

4. Membership shares – par value, if any, and maximum number of membership shares that may be issued:

Unlimited membership shares having a par value of five dollars (\$5.00)

5. Investment Shares:

Not applicable

6. The number of directors or the minimum and maximum number of directors:

Minimum 5, Maximum 15

7. Bond of Association, if any:

Not applicable

8. Restriction on the business of the credit union, if any:

None

9. Whether services may be provided to non-members:

Services may be provided to non-members

10. The Bylaws of the amalgamated credit union are attached as Schedule II.

11. A Statutory Declaration of a director or officer of each amalgamated credit union pursuant to Section 307(2) of *The Credit Union Act, 1998* is attached as Schedule III.
12. An Initial Notice of Directors and Officers is attached as Schedule IV.
13. An Initial Notice of Registered Office is attached as Schedule V.
14. The amalgamation has been approved pursuant to Section 305 of *The Credit Union Act, 1998*.
15. Other:
Not applicable
16. Name of amalgamated credit union, entity number and names of President and Secretary:

- (a) **Name of credit union: Conexus Credit Union 2006**
Entity Number: 101222590

Name Chair: Ken Kosolofski

Signature: _____

Name of Secretary: _____

Signature: _____

- (b) **Name of Credit Union: Cornerstone Credit Union Financial Group Limited**
Entity Number: 102115567

Name of Chair: Heidi Schofer

Signature: _____

Name of Secretary: _____

Signature: _____

- (c) **Name of Credit Union: Synergy Credit Union Ltd.**
Entity Number: 102159478

Name of Chair: Neil Carruthers

Signature: _____

Name of Secretary: _____

Signature: _____

17. Name and contact information of individual submitting the Articles of Amalgamation:

Name: Stuart J. Wicijowski

Contact Information: 1500-1881 Scarth St., Regina, SK, S4P 4K9
Email: swicijowski@mcdougallgauley.com
Phone: 306-565-5105

Statement:

The contents of the Articles of Amalgamation are true and I am authorized to file the Articles of Amalgamation with the Registrar.

Signature: _____

SCHEDULE II

BYLAWS

- **Credit Union**

[*attached*]

BYLAWS

• Credit Union

ARTICLE 1 - MEANING OF TERMS

1.1 Defined Terms

As used in these Bylaws the following terms have the definitions set forth below:

- (a) "Act" means *The Credit Union Act, 1998* as amended from time to time;
- (b) "Annual Meeting" means the annual meeting of the members of the Credit Union required to be held in accordance with the Act;
- (c) "Articles" means the articles of incorporation, articles of continuance, articles of amalgamation, articles of revival, articles of arrangement, and articles of dissolution and amendments to or restatements of the articles that may be made pursuant to the Act;
- (d) "At Large" means the election of Directors by all the members and not limited to members located in any particular place or district;
- (e) "Board" means the board of directors of the Credit Union;
- (f) "Chair" means the chairperson of the Board;
- (g) "Credit Union" means • Credit Union;
- (h) "Directors" means member of the Board and "Director" means any one of them;
- (i) "Fundamental Change" means a fundamental change as defined by the Regulations";
- (j) "Nominations Committee" means the nominations committee appointed by the Board from time to time pursuant to Section 5.4 of these Bylaws;
- (k) "Person" includes an individual and a body corporate, wherever incorporated, a trust, a partnership, a fund or an unincorporated organization, and includes the Crown in right of Saskatchewan, of Canada or of a province, an agency of the Crown in any of those rights, and a government of a foreign country or any political subdivision or agency of a government of a foreign country;
- (l) "Primary Financial Institution" means and is determined with reference to the quantity and value of services and deposits handled between accounts at the Credit Union as compared with all other financial institutions;
- (m) "Proposal" means a proposal as defined by Section 85 of the Act;
- (n) "Spouse" means a spouse as defined by *The Family Property Act* (Saskatchewan), as amended from time to time;

- (o) "Regulations" means the regulations to the Act, as amended or enacted from time to time.
- (p) "Voting Period" means the period for voting for election of Directors set annually by the Board or voting on a Fundamental Change as set by the Board pursuant to the Regulations.

1.2 Other Terms

Other terms, whenever used in these Bylaws, shall have the respective meanings ascribed to each such term in the Act.

ARTICLE 2 - HEADINGS

2.1 Headings

The section headings used in these Bylaws are not substantive and are included solely for convenience of reference only.

ARTICLE 3 – MEMBERSHIP

3.1 Qualification

Subject to the Articles, membership in the Credit Union is open to all persons.

3.2 Minimum Membership Shares

All persons wishing to become a member shall hold a minimum of one (1) membership share.

ARTICLE 4 - ASSIGNMENT

4.1 Assignment

Shares and other similar interest(s) may only be assigned or transferred with the approval of the Board.

ARTICLE 5 - DIRECTORS

5.1 Number of Directors

The minimum number of Directors shall be five (5) and, subject to the Articles, the maximum will be fifteen (15).

5.2 Election of Directors

Directors shall represent and be elected At Large. Members will elect 12 Directors in accordance with Section 5.5 of these Bylaws.

5.3 Qualifications of Directors

In addition to the qualifications set out in the Act, in order to qualify for appointment, election, or remaining in office as a Director, the individual must:

- (i) not otherwise be disqualified pursuant to the Act; and,
- (ii) meet the qualification identified below in this Section 5.3 of these Bylaws.

Each nominee and Director shall:

- (a) have been a member of the Credit Union for a minimum of one (1) year as at the closing date for nominations;
- (b) use the Credit Union as their Primary Financial Institution;
- (c) not have been an individual or a Spouse of an individual involved in legal proceedings against the Credit Union or any of its affiliates or subsidiaries, in the previous three (3) years;
- (d) not have been an individual or a Spouse of an individual with any loans or credit in arrears (in excess of sixty (60) days) with the Credit Union in the previous three (3) years or have any judgment registered against them at the date of nomination;
- (e) not have been an employee, or the Spouse of an employee or of a current Director of the Credit Union within 36 months of the closing date for nominations;
- (f) not be a director or executive officer of a business selling competitive products or services with the Credit Union, unless nominated for or appointed to such roles by the Credit Union as its representative; and
- (g) provide evidence of qualification to maintain a bond upon request by the Credit Union.

5.4 Nominations of Directors

- (a) The Board will advertise the nomination period for the nomination of Directors, a minimum of forty-five (45) days before the Voting Period.
- (b) The nomination period shall be a minimum of fourteen (14) days and will not close less than twenty-eight (28) days before the Voting Period.
- (c) Nominations will not be accepted after the end of the nomination period.
- (d) All nominees seeking election to the Board shall sign a nomination paper confirming the nominee meets the eligibility requirements set out in the Act and in these Bylaws.
- (e) The Board shall appoint a Nominations Committee and shall establish specific policies and procedures in connection with the Nominations Committee's functions. A current Director who is proposing to seek re-election to the Board cannot be a member of the Nominations Committee in the year in which they will be required to be re-elected.
- (f) The Board may, on the recommendation of the Nominations Committee or

by its own design, subject to the Act, enact rules or policies to govern the nominations and electoral process for candidates including establishing guidelines and criteria for determining suitable candidates based on skill, experience and attributes. Each candidate shall abide by all such rules and policies, failing which, the candidate may, by a resolution of the Board, be removed from the list of candidates eligible for election to the Board.

5.5 Conduct of Elections

- (a) Voting for the election of Directors will take place during the Voting Period;
- (b) The Voting Period will be set annually by the Board;
- (c) The Voting Period will be not less than seven (7) days or more than twenty one (21) days in length and shall begin not more than twenty eight (28) days or end less than seven (7) days prior to the Annual Meeting;
- (d) Voting for Directors will be conducted by any secret voting approved by the Board and in accordance with the Act;
- (e) Each member eligible to vote shall be only entitled to one (1) vote or ballot;
- (f) The number of Director candidates equal to the number of Directors to be elected receiving the highest number of votes are to be declared elected. In the event that two or more candidates receive an equal number of votes, the returning officer may provide that a vote or ballot be cast to break the tie;
- (g) Ballots shall be counted by the returning officer prior to the Annual Meeting and successful candidates will be announced at the Annual Meeting; and
- (h) All other procedures not specified under these Bylaws shall be conducted in accordance with and as provided in the Act and/or Regulations.

5.6 Term of Office

- (a) All Directors shall be elected for a term of three (3) years.
- (b) In the event of a Director selected by the Board to fill a vacancy in accordance with section 5.8 of these Bylaws, that individual shall hold office until the next Annual Meeting.
- (c) No individual elected to the Board shall serve for more than the greater of four (4) consecutive terms or twelve (12) consecutive years. A Director is ineligible for nomination for three (3) years following the completion of the four (4) consecutive terms or twelve (12) consecutive years, as the case may be.
- (d) The term of office of a Director appointed as the result of an amalgamation or arrangement shall be specified in the applicable amalgamation agreement.

5.7 Removal of Directors

- (a) Removal by Members

Members may remove a Director by a resolution approved by two thirds of the votes cast at a special meeting or the Annual Meeting.

(b) Disqualification

A Director who fails to attend a minimum of 75% or three (3) consecutive meetings of the regularly called Board meetings in any one (1) year without just cause, as determined by the Board, is disqualified to remain as a Director.

(c) Disqualification from Committees

Any Director removed by members or disqualified from the Board for failing to attend the minimum number of meetings is also disqualified from any committee or representative body that requires an individual to be a Director.

5.8 Vacancies

In the event of a vacancy on the Board for any reason other than by virtue of the expiration of the term of a Director in the ordinary course, the Board may fill a vacancy on the Board by appointing a Director to serve on the Board until the next Annual Meeting.

5.9 Remuneration

Directors shall be reimbursed for expenses incurred in connection with Director duties. Directors may be paid a per diem for attending Board or committee meetings or for performing official Director or committee functions at rates established by the Board from time to time. The Board may also establish and pay reasonable annual or monthly retainer fees in addition to or in lieu of per diems.

ARTICLE 6 - MEETINGS OF MEMBERS

6.1 Annual or Special Meetings

The Board shall call an Annual Meeting to be held in accordance with the Act. All members are entitled to attend the Annual Meeting or any special meeting of members and participate and vote on all matters.

6.2 Conduct

If approved by the Board, meetings of members may be held using telephonic, video, electronic or other communication facilities. Unless a chair is otherwise appointed, the Chair or any other Director designated by the Board shall preside over all meetings of the members and the Board.

6.3 Voting on a Fundamental Change

- (a) Voting on a resolution respecting a Fundamental Change will be conducted by secret vote or ballot in the manner which is approved by the Board. The manner of voting may include but not limited to in person, electronic voting, by mail or by any other approved voting method during a Voting Period established by the Board.

- (b) If the Credit Union authorizes electronic voting on a Fundamental Change during a Voting Period a member shall be allowed to participate in the meeting at which the resolution is presented and vote by means of telephonic, video, electronic or other communication facilities and vote in person if participating in the meeting in person.
- (c) Each member is entitled to one (1) vote. All votes must be received during the Voting Period. The returning officer shall announce the results of the voting on the resolution to approve the Fundamental Change on or before the third business day after the close of the Voting Period.
- (d) The meeting at which the resolution to approve a Fundamental Change is presented and considered is not concluded until after expiry of the Voting Period and the counting of all votes cast by the voting methods authorized by the Board.

6.4 Voting Generally

- (a) At any meeting of members, every question shall, unless otherwise required by the Act, Articles or these Bylaws, be determined by the majority of the votes cast on the question. In case of an equality of votes, the motion shall be lost.
- (b) Voting at a meeting conducted using telephone, video, electronic or other communication facilities shall be by any means that will identify the voter and vote cast to the returning officer appointed for such location.
- (c) If voting at a meeting of members is to be held by way of electronic voting, voting by mail or other voting method or any combination thereof, the returning officer shall ensure that the voting system used by the Credit Union:
 - (i) is able to maintain a register of all members who have voted and is able to identify all members who voted;
 - (ii) records and counts votes in a manner that permits their subsequent verification;
 - (iii) prevents members from casting more than one vote or ballot, except as permitted pursuant to Section 5.5 (f) of these Bylaws;
 - (iv) processes and stores the results of all votes cast during the Voting Period; and,
 - (v) permits the votes to be recorded and counted without revealing how the individual members voted.
- (d) No member who is less than 16 years of age is entitled to vote. A member who is not an individual may vote through a representative where that member gives the Credit Union notice of the appointment of the representative at least 48 hours before the meeting at which the representative is to vote on behalf of the member. If the Credit Union authorizes electronic voting, a member who is not an individual may vote electronically, without prior notice to the Credit Union through the Credit Union's digital online banking application, or through the Credit Union's website using the entity's membership number and a unique voter identifier as specified by the Credit Union.

6.5 Location

Meetings of the Credit Union may be held at more than one location. The Board will determine the location of the Annual Meeting(s). If approved by the Board, meetings may be held separately or simultaneously at more than one (1) location. Where arrangements are made for members to participate in the meeting through electronic, video, telephonic or other communication facilities, such meeting is considered to be a meeting in one (1) location.

6.6 Meetings at More than One Location

For meetings at more than one (1) location, members may only vote once on any question. The returning officer will keep lists of members who registered to vote at each location and may deny registration to any member who previously registered at another location.

6.7 Resolutions for Meetings at More than One Location

Votes on resolutions will be held at each meeting location and the resolution will only pass if the aggregate of the votes cast in all meeting locations is sufficient to pass the resolution. Resolutions from the floor are not permitted.

6.8 Proposals

All Proposals must be submitted in the time and manner prescribed by the Act. Resolutions that have not been presented in the time and manner required for Proposals may, at the discretion of the chair of the meeting, be presented and debated at an Annual Meeting. Any such resolution is non-binding and will be received by the Board for informational purposes only.

6.9 Annual Meeting Agenda

The Annual Meeting agenda may include the following items of business in addition to those specified by the Regulations.

- (a) Announcement of successful candidates from the conduct of Board elections;
- (b) Other business including presentment and debate of non-binding resolutions;
- (c) Other specific agenda items (e.g. amendment to Bylaws).

6.10 Notice of Meetings

Notice of meetings may be provided by all methods authorized or permitted under the Act or Regulations.

6.11 Other Meetings

The Credit Union may hold semi-annual or other periodic meetings of the members.

6.12 Quorum

The quorum at an Annual Meeting or special meeting of members:

- (a) is twenty-five (25) members entitled to vote; and

- (b) where the meeting is held at more than one (1) location, is not less than ten (10) members who are entitled to vote at each location.

ARTICLE 7 - COMMITTEES

- 7.1** The Board may appoint any individual to a committee.

ARTICLE 8 - TERMINATION OF MEMBERSHIP

- 8.1** On any appeal from termination of membership, a vote to rescind the decision of the Board must be passed by 75% of the members present at the membership meeting.

ARTICLE 9 - REDEMPTION OF MEMBERSHIP SHARES

- 9.1** When a member withdraws or is terminated from the Credit Union for whatever reason, all shares and other interests in the Credit Union shall be paid to the member not later than one (1) year after the effective date of withdrawal or termination; provided the Credit Union is solvent or that such withdrawal will not cause insolvency.
- 9.2** Where a member has a loan or other credit with the Credit Union, all proceeds of redemption of shares and other interests shall be firstly applied to the repayment of the loan or credit with any balance remaining to be paid to the member.

ARTICLE 10 - MEMBERSHIP CERTIFICATE

- 10.1** Membership share certificates need not be issued to members.

ARTICLE 11 - SERVICES TO NON-MEMBERS

- 11.1** The Board may determine from time to time what services may not be provided to non-members.

ARTICLE 12 - ALLOCATION OF SURPLUS

- 12.1** The Board shall determine annually the percentage of the patronage return allocated for members in any given financial year to be applied to the purchase of membership shares of the Credit Union.
- 12.2** Members shall be informed in writing of the number of shares purchased or to be purchased.
- 12.3** Issuance of shares shall be with the approval of the Board or in a manner approved by the Board.
- 12.4** The Board may allocate a portion of surplus arising from the operation of the Credit Union to non-members.
- 12.5** Any closed or terminated account will not qualify for any dividend or patronage returns declared by the Board at a subsequent date.

ARTICLE 13 - CHARGE AND SETOFF

- 13.1** The Credit Union has a charge on all membership shares including any joint membership share for a debt of the member and may apply such shares or monies standing to the credit of the member towards payment of such debt.

We hereby certify that these Bylaws were presented to and duly authorized by the members of each credit union that amalgamated to form the Credit Union, at the special meetings held on • day of • 2025. The voting period concluded • day of • 2025.

Dated at Regina, Saskatchewan, this • day of • 202•.

CERTIFIED to be a true copy of the Bylaws of the Credit Union effective 1st day of January 2026.

Chair of the Board

Secretary

SCHEDULE III

Statutory Declaration of Officer
(To be Completed by
Each of the Amalgamating Credit Unions)

CANADA }
PROVINCE of SASKATCHEWAN }
To WIT: }

IN THE MATTER OF A PROPOSED AMALGAMATION
BETWEEN CONEXUS CREDIT UNION 2006,
CORNERSTONE CREDIT UNION FINANCIAL GROUP
LIMITED,
AND
SYNERGY CREDIT UNION LTD.

I, Celina Philpot, of the City of Regina, in the Province of Saskatchewan, do hereby solemnly
declare:

1. That I am the Chief Executive Officer of Conexus Credit Union 2006 and as such I have personal knowledge of the matters herein deposed to.
2. That the amalgamation of Conexus Credit Union 2006, Cornerstone Credit Union Financial Group Limited and Synergy Credit Union Ltd. is to be effective the 1st day of January, 2026.
3. That the amalgamated credit union will be designated • Credit Union.

4. That on the effective date of the amalgamation the financial position of the amalgamated credit union will be approximately:

Assets:	--
Total:	\$
Liabilities:	--
Member Deposits	\$
Other Liabilities	\$
Total	\$
Membership Shares	\$
Investment Shares	\$ 0
Reserves	\$

5. That the amalgamated credit union after giving full effect to the amalgamation will have the financial capacity to pay or perform all its liabilities and obligations in accordance with the applicable terms thereof and specifically that:

- (a) the amalgamated credit union will be able to pay its liabilities as they become due;
- (b) the realizable value of the amalgamated credit union's assets will not be less than the aggregate of its liabilities and the stated capital of all its shares;
- (c) that no creditor will be prejudiced by the amalgamation of Conexus Credit Union 2006, Cornerstone Credit Union Financial Group Limited, and Synergy Credit Union Ltd.; and

(d) Credit Union Deposit Guarantee Corporation has approved the amalgamation.

I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

SWORN BEFORE ME at the City of)
Regina, in the Province of)
Saskatchewan, this ____ day of)
_____, 2025.)

Celina Philpot

A Commissioner for Oaths for the
Province of Saskatchewan.
My commission expires:
Or Being a Solicitor.

Statutory Declaration of Officer
(To be Completed by
Each of the Amalgamating Credit Unions)

CANADA }
PROVINCE of SASKATCHEWAN }
To WIT: }

IN THE MATTER OF A PROPOSED AMALGAMATION
BETWEEN CONEXUS CREDIT UNION 2006,
CORNERSTONE CREDIT UNION FINANCIAL GROUP
LIMITED,
AND
SYNERGY CREDIT UNION LTD.

I, Doug Jones, of the City of Yorkton, in the Province of Saskatchewan, do hereby solemnly declare:

1. That I am the Chief Executive Officer of Cornerstone Credit Union Financial Group Limited and as such I have personal knowledge of the matters herein deposed to.
2. That the amalgamation of Conexus Credit Union 2006, Cornerstone Credit Union Financial Group Limited and Synergy Credit Union Ltd. is to be effective the 1st day of January, 2026.
3. That the amalgamated credit union will be designated • Credit Union.
4. That on the effective date of the amalgamation the financial position of the amalgamated credit union will be approximately:

Assets: --

Total: \$

Liabilities: --

Member Deposits	\$
Other Liabilities	\$
Total	\$

Membership Shares	\$
Investment Shares	\$ 0
Reserves	\$

5. That the amalgamated credit union after giving full effect to the amalgamation will have the financial capacity to pay or perform all its liabilities and obligations in accordance with the applicable terms thereof and specifically that:
- (a) the amalgamated credit union will be able to pay its liabilities as they become due;
 - (b) the realizable value of the amalgamated credit union's assets will not be less than the aggregate of its liabilities and the stated capital of all its shares;
 - (c) that no creditor will be prejudiced by the amalgamation of Conexus Credit Union 2006, Cornerstone Credit Union Financial Group Limited, and Synergy Credit Union Ltd.; and

(d) Credit Union Deposit Guarantee Corporation has approved the amalgamation.

I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

SWORN BEFORE ME at the City of)
Yorkton, in the Province of)
Saskatchewan, this ____ day of)
_____, 2025.)

Doug Jones

A Commissioner for Oaths for the
Province of Saskatchewan.
My commission expires: _____
Or Being a Solicitor.

Statutory Declaration of Officer
(To be Completed by
Each of the Amalgamating Credit Unions)

CANADA }
PROVINCE of SASKATCHEWAN }
To WIT: }

IN THE MATTER OF A PROPOSED AMALGAMATION
BETWEEN CONEXUS CREDIT UNION 2006,
CORNERSTONE CREDIT UNION FINANCIAL GROUP
LIMITED,
AND
SYNERGY CREDIT UNION LTD.

I, Trevor Beaton, of the Town of Lashburn, in the Province of Saskatchewan, do hereby solemnly
declare:

1. That I am the Chief Executive Officer of Synergy Credit Union Ltd. and as such I have
personal knowledge of the matters herein deposed to.
2. That the amalgamation of Conexus Credit Union 2006 and Cornerstone Credit Union
Financial Group Limited and Synergy Credit Union Ltd. is to be effective the 1st day of January,
2026.
- 3, That the amalgamated credit union will be designated • Credit Union.
4. That on the effective date of the amalgamation the financial position of the amalgamated
credit union will be approximately:

Assets:	--
Total:	\$

Liabilities:	--
Member Deposits	\$
Other Liabilities	\$
Total	\$
Membership Shares	\$
Investment Shares	\$ 0
Reserves	\$

5. That the amalgamated credit union after giving full effect to the amalgamation will have the financial capacity to pay or perform all its liabilities and obligations in accordance with the applicable terms thereof and specifically that:

- (a) the amalgamated credit union will be able to pay its liabilities as they become due;
- (b) the realizable value of the amalgamated credit union's assets will not be less than the aggregate of its liabilities and the stated capital of all its shares;
- (c) that no creditor will be prejudiced by the amalgamation of Conexus Credit Union (2006), Cornerstone Credit Union Financial Group Limited, and Synergy Credit Union Ltd.; and

(d) Credit Union Deposit Guarantee Corporation has approved the amalgamation.

I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

SWORN BEFORE ME at the _____ of)
_____ in the Province of)
Saskatchewan, this _____ day of)
_____, 2025.)

Trevor Beaton

A Commissioner for Oaths for the
Province of Saskatchewan.
My commission expires: _____
Or Being a Solicitor.

SCHEDULE IV

Initial Notice of Directors and Officers (Section 3.2(1) of the *Credit Union Regulations*, 1999) [SUBJECT TO CHANGE]

1. Officers (for each)

Name in full:
Physical Address:
Mailing address, if different from above:
Email address, if any:
Title of Office held:

Name in full:
Physical Address:
Mailing address, if different from above:
Email address, if any:
Title of Office held:

Name in full:
Physical Address:
Mailing address, if different from above:
Email address, if any:
Title of Office held:

Name in full:
Physical Address:
Mailing address, if different from above:
Email address, if any:
Title of Office held:

Name in full:
Physical Address:
Mailing address, if different from above:
Email address if any: Directors (for each)
Title of Office held:

Name in full:
Physical Address:
Mailing address, if different from above:
Email address, if any:
Title of Office held:
Is Director a Canadian Resident:

Director
Yes

Name in full:
Physical Address:
Mailing address, if different from above:
Email address, if any:
Title of Office held: **Director**
Is Director a Canadian Resident: **Yes**

Name in full:
Physical Address:
Mailing address, if different from above:
Email address, if any:
Title of Office held: **Director**
Is Director a Canadian Resident: **Yes**

Name in full:
Physical Address:
Mailing address, if different from above:
Email address, if any:
Title of Office held: **Director**
Is Director a Canadian Resident: **Yes**

Name in full:
Physical Address:
Mailing address, if different from above:
Email address, if any:
Title of Office held: **Director**
Is Director a Canadian Resident: **Yes**

Name in full:
Physical Address:
Mailing address, if different from above:
Email address, if any:
Title of Office held: **Director**
Is Director a Canadian Resident: **Yes**

Name in full:
Physical Address:
Mailing address, if different from above:
Email address, if any:
Title of Office held: **Director**
Is Director a Canadian Resident: **Yes**

Name in full:
Physical Address:
Mailing address, if different from above:
Email address, if any:
Title of Office held: **Director**
Is Director a Canadian Resident: **Yes**

Name in full:
Physical Address:
Mailing address, if different from above:
Email address, if any:
Title of Office held: **Director**
Is Director a Canadian Resident: **Yes**

Name in full:
Physical Address:
Mailing address, if different from above:
Email address, if any:
Title of Office held: **Director**
Is Director a Canadian Resident: **Yes**

Name in full:
Physical Address:
Mailing address, if different from above:
Email address, if any:
Title of Office held: **Director**
Is Director a Canadian Resident: **Yes**

Name in full:
Physical Address:
Mailing address, if different from above:
Email address, if any:
Title of Office held: **Director**
Is Director a Canadian Resident: **Yes**

2. Name and contact information of Individual Submitting the Notice of Directors and Officers:

Name: Stuart J. Wicijowski.
Contact information: 1500, 1881 Scarth St., Regina, SK S4P 4K9
Email: swicijowski@mcdougallgauley.com;
Phone: 306-565-5105

Statement:

The contents of the Initial Notice of Directors and Officers are true and I have the authority to file the Initial Notice of Directors and Directors with the registrant.

Signature: _____
Title: Solicitor and Agent

Date: _____, 2025

SCHEDULE V

**Notice of Registered Office
Section 3.1(2) of *The Credit Union Regulations***

1. Name of Credit Union:
• Credit Union
2. Address of registered office:
2375 College Avenue, Regina, SK S4P 0S8
3. Mailing address, including postal code:
P.O. Box 1960, Strn. Main, Regina, SK S4P 4M1
4. Email address of the Credit Union:
•
5. Effective date:
January 1st, 2026
6. Name of municipality in which registered office is located:
City of Regina
7. Name and contact information of individual submitting the Notice of Registered Office:
Name: Stuart J. Wicijowski
Contact Information: E m a i l : swicijowski@mcdougallgauley.com; Phone: 306-565-5101

Statement:

The contents of the Notice of Registered Office are true and I am authorized to file the Notice of Registered Office with the Registrar.

Signature: _____

Date: _____, 2025

Title: Solicitor and Agent