

## ARTICLES OF AMALGAMATION

under section 309(8) of the

*Credit Unions and Caisses Populaires Act, 1994* as amended

1. Name:

The name of the amalgamated credit union (the “**Credit Union**”), is Libro Credit Union Limited.

2. Effective Date:

The effective date of amalgamation is January 1, 2014.

3. Head Office:

The address of the head office of the Credit Union is 217 York Street, 4<sup>th</sup> Floor, London, Ontario N6A 5P9.

4. Number of Directors:

The Credit Union shall have a minimum of nine (9) and a maximum of seventeen (17) directors. As at the effective date of amalgamation (and until changed as provided for in the by-laws of the Credit Union or as provided for in the Act), the number of directors of the Credit Union, within such minimum and maximum numbers, shall be fifteen (15).

5. First Directors:

The first directors of the Credit Union, who are all Canadian citizens or persons lawfully admitted to Canada for permanent residency who are ordinarily resident in Canada, are:

	<b>Name</b>	<b>Municipal Address</b>	<b>Occupation/ Calling</b>	<b>*Initial Term Expires</b>
1.	Carl Bolton	43722 Winthrop Rd RR 1 Dublin, Ontario N0K 1EO	Farmer - seed processor and retailer	2017
2.	John Thomas Fuerth	6035 Malden Road Maidstone, Ontario N0R 1K0	Consultant Media Sector	2016
3.	Dennis Hogan	293 Becker Lane Kingsville, Ontario N9Y 3H2	Retired from H. J. Heinz	2017
4.	David Marshall	203 Hazelton Lane Exeter, Ontario N0M 1S3	Farmer	2016

	<b>Name</b>	<b>Municipal Address</b>	<b>Occupation/ Calling</b>	<b>*Initial Term Expires</b>
5.	Paul Meanwell	1379 Hawthorn Dr. R. R. 1 Woodslee, Ontario N0R 1V0	General Manager, Windsor Symphony	2015
6.	Christopher Mendes	1004 Elm Street Windsor, ON N9A 5G8	General Manager, Windsor Express Basketball Inc.	2016
7.	Donna Taylor	40459 Summerhill Rd. RR 1 Clinton, Ontario N0M 1L0	Retired Business Owner	2015
8.	Bryan Aitken	8149 Egremont Road Watford, Ontario N0M 2S0	College Professor	2015
9.	Gary Baker	80 Valley Ridge Crescent, Waterloo, Ontario N2T 1X2	Accountant	2017
10.	Jacque Davison	506 Pall Mall Street, London, Ontario N5Y 2Z6	School Board Chief Financial Officer	2016
11.	Bob Dymock	2 Luton Crescent, St. Thomas, Ontario N5R 5K1	Retired Police Inspector	2016
12.	Judy Farr	397 Darcy Drive, Strathroy, Ontario N7G 0A4	School Head Secretary	2016
13.	Rick Joyal	15322 Medway Road, Arva, Ontario N0M 1C0	Owner/Operator Garden Centre	2017
14.	Harry Mezenberg	20077 Thomson Line, Rodney, Ontario N0L 2C0	Retired Farmer	2015
15.	Todd White	8720 Egremont Road Watford, Ontario N0M 2S0	Owner/Operator, Retirement Home	2015

\***"Initial Term Expiries"** means that the named person's initial term of office expires at the annual general meeting of the Credit Union held in the financial year listed.

6. Authorized Capital:

The classes and numbers of shares which the Credit Union is authorized to issue are:

- (a) an unlimited number of membership shares ("**Membership Shares**");
- (b) an unlimited number of Class P Special Shares ("**Class P Shares**"); and,
- (c) an unlimited number of Class I Special Shares ("**Class I Shares**"), issuable in series, of which the initial series shall be:
  - (i) an unlimited number of Series 1 Shares (the "**Class I Series 1 Shares**" and which were first issued by the Credit Union's predecessor Woodslee Credit Union Limited);

- (ii) an unlimited number of Series 2 Shares (the “**Class I Series 2 Shares**” and which were first issued by the Credit Union’s predecessor Heartland Community Credit Union Limited);
- (iii) an unlimited number of Series 3 Shares (the “**Class I Series 3 Shares**”, and when first issued were known as the Series 95 Shares); and,
- (iv) an unlimited number of Series 4 Shares (the “**Class I Series 4 Shares**”, and when first issued were known as the Series 2004 Shares).
- (v) an unlimited number of Series 5 Shares (the “**Class I Prosperity Series 5 Shares**”). *Amended as of the 1<sup>st</sup> day of September 2015*

7. Interpretation:

(a) Definitions:

In these articles, unless there is something in the subject matter or context inconsistent therewith, the following words and phrases shall have the following meanings:

“**Act**” means *The Credit Unions and Caisses Populaires Act, 1994*, S.O. 1994, c. 11, as now enacted or as the same may from time to time be amended, re-enacted or replaced.

“**Amalgamation**” means the amalgamation of Libro Credit Union Limited and United Communities Credit Union Limited pursuant to an amalgamation agreement made as of August 31, 2013 and to which these articles relate.

“**Board**” means the board of directors of the Credit Union.

“**Business Day**” means a day other than a Saturday, a Sunday or any other day that is a statutory holiday in Ontario.

“**By-laws**” means the by-laws of the Credit Union, as amended from time to time.

“**Credit Union**” means Libro Credit Union Limited, the amalgamated credit union formed by the Amalgamation.

“**Head Office**” means the head office of the Credit Union as specified in its articles, from time to time.

“**Redemption Amount**” means the Redemption Price for a share of the Credit Union, plus all declared and unpaid dividends thereon.

“**Redemption Date**” means, in respect of any particular redemption (retraction) request, the next occurring date established by the Board for the redemption of Class I Shares by the holders of such shares, after the receipt of such particular redemption request and the approval thereof by the Board.

**“Redemption Price”** means an amount for a share of a particular class or series of shares of the Credit Union, equal to the amount paid up thereon.

(b) Other Defined Terms

Any words or phrases used in these articles which are not specifically defined in these articles shall have the meaning given to such words or phrases in the Act.

(c) Business Day

In the event that any date on or by which any action is required to be taken by the Credit Union hereunder is not a Business Day, then such action shall be required to be taken on or by the next occurring date that is a Business Day.

8. Membership Shares:

The rights, privileges, restrictions, and conditions attaching to the Membership Shares are as follows:

(a) Payment of Dividends:

The holders of the Membership Shares shall be entitled to receive dividends, in cash or in the form of Class P Shares, as and when declared by the Board out of the assets of the Credit Union properly applicable to the payment of dividends, in such amounts and payable at such times and at such place or places in Canada as the Board may from time to time determine. Subject to the rights of the holders of Class P Shares and Class I Shares, which are entitled to receive dividends in priority to the Membership Shares, the Board may in their sole discretion declare dividends on the Membership Shares.

(b) Participation upon Liquidation, Dissolution or Winding-up:

In the event of liquidation, dissolution or winding-up of the Credit Union or other distribution of assets or property of the Credit Union among its members or shareholders for the purpose of winding-up its affairs, the holders of the Membership Shares shall each be entitled to receive an amount representing equal portions of the assets or property of the Credit Union remaining after payment of all the Credit Union's debts and obligations, including the purchase for cancellation or redemption of all senior classes of shares (including, firstly, Class I Shares and, secondly, Class P Shares), and the payment of all declared but unpaid dividends. Such remaining property of the Credit Union shall be distributed or disposed of among the members at the time of dissolution equally, irrespective of the length of time each member has been a member.

(c) Voting Rights:

As contemplated in the By-laws, the holders of Membership Shares shall be entitled to receive notice of and to attend annual and general meetings of the members of the Credit Union, but shall not be entitled to vote thereat. All voting rights of holders of Membership Shares at annual and general meetings of the

members of the Credit Union shall be vested in the Member-Owner Representatives (as defined in and as elected in the manner contemplated in the By-laws).

(d) Redemption:

Subject to the Act, the Regulations and the By-laws, the Credit Union shall redeem the Membership Shares held by a member when that member withdraws or is expelled from the Credit Union. Subject to section 62 of the Act, upon expulsion or withdrawal from membership, the Credit Union shall, after deduction of all amounts due from the member, pay to anyone so expelled or who withdraws from membership, in cash or by cheque or electronic payment, the Redemption Amount for each such share redeemed, as provided for in the Act and the By-laws.

(e) Transfer:

No Membership Share may be transferred to any person, other than to the Credit Union or another credit union and then only with the consent of the Board, expressed by a majority vote of the directors at a meeting of the Board or by an instrument or instruments in writing signed by a majority of the members of the Board.

9. Class P Shares

The rights, privileges, restrictions, terms and conditions attaching to Class P Shares are as follows:

(a)  Holders:

Class P Shares may only be held by members of the Credit Union pursuant to the terms and conditions of the By-laws.

(b)  Issue:

(i) Subject to the By-laws, the Board may declare and the Credit Union may pay a patronage return to its members in proportion to the business done by each member with or through the Credit Union which may include rebates of interest paid by members in respect of loans during that financial year. Such patronage return may be paid in cash or by issuing fully paid Class P Shares. Patronage returns will be paid from the undivided earnings of each applicable financial year of the Credit Union after sufficient provision has been made for dividend obligations of the Credit Union and for any other surplus and capital requirements prescribed by the Act and/or determined by the Board.

(ii) Class P Shares may also be issued in payment of dividends declared by the Board on shares of the Credit Union.

- (iii) Class P Shares, both those issued as patronage returns and those issued as dividends on shares of the Credit Union, will be issued in whole dollar amounts only, one dollar (\$1.00) per share. No fractional shares will be issued.
- (iv) Issuances of Class P Shares will be recorded on the register of shareholders maintained in respect of the Class P Shares (the “**Class P Share Register**”), and a statement of the Class P Shares held by a holder, from time to time, will be sent, by personal delivery, by mail or by electronic means (or by any combination thereof), to the respective holders of Class P Shares at least annually.

(c) Non-Cumulative Dividends:

- (i) The holders of Class P Shares shall be entitled to receive and the Credit Union shall pay thereon, as and when declared by the Board, non-cumulative dividends.
- (ii) Dividends on Class P Shares shall be declared by the Board at a rate determined by the Board from time to time on the Redemption Price per share.
- (iii) Dividends on Class P Shares shall be paid out of assets of the Credit Union properly applicable to the payment of dividends.
- (iv) Dividends on Class P Shares may be paid in the form of additional Class P Shares, in the form of cash (which may be by credit to an account maintained by the respective holder of Class P Shares with the Credit Union), or partly in additional Class P Shares and partly in cash, as may be determined by the Board.
- (v) The Board shall be entitled to declare part of the said preferential non-cumulative dividend for any financial year notwithstanding that such dividend for such financial year shall not be declared in full.
- (vi) If, within four months after the expiration of any financial year of the Credit Union, the Board, in its discretion, shall not declare a dividend or any part thereof on the Class P Shares for that financial year, then the rights of the holders of the Class P Shares to any dividend or to any undeclared part thereof for such financial year shall be forever extinguished.

(d) Priority of Dividends:

- (i) Dividends on Class P Shares shall be in priority to dividends on the Membership Shares, but ranking subordinate (junior) to dividends on the Class I Shares.
- (ii) Except with the consent of the holders of the Class P Shares outstanding, no dividend shall at any time be declared and paid or set apart for payment on the Membership Shares or any other shares ranking

subordinate (junior) to the Class P Shares in any financial year, unless and until the non-cumulative dividend on all the Class P Shares outstanding in respect of such financial year has been declared and paid or set apart for payment. Such consent of the holders of Class P Shares will be expressed by a simple majority vote at a meeting of the holders of the Class P Shares, called and held according to the By-laws.

(e) Participation upon Liquidation, Dissolution or Winding-Up:

- (i) In the event of the liquidation, dissolution or winding-up of the Credit Union or other distribution of assets or property of the Credit Union among its members or shareholders for the purpose of winding-up its affairs, the holders of the Class P Shares shall be entitled to receive from the assets and property of the Credit Union a sum equivalent to the Redemption Amount of the Class P Shares held by them respectively, before any amount shall be paid or any property or assets of the Credit Union distributed to holders of any shares of any other class of shares of the Credit Union ranking subordinate (junior) to the Class P Shares, namely the Membership Shares.
- (ii) Such payment shall be made after provision has been made for payment of all of the Credit Union's other debts and obligations, including the Redemption Amount for all outstanding Class I Shares and other classes of shares and any other Credit Union securities ranking ahead of Class P Shares.
- (iii) After payment to the holders of the Class P Shares of the amount so payable to them as above provided, they shall not be entitled to share in any further distributions of assets or property of the Credit Union.

(f) Redemption at Limited Option of Holder:

- (i) A holder of Class P Shares (or the personal representative, estate trustee or other lawful representative of the estate of a deceased holder of Class P Shares), shall be entitled to request the Credit Union to redeem, in its sole and absolute discretion, all or any of the Class P Shares registered in the name of such holder in the Class P Share Register, subject to the following conditions.
- (ii) A holder of Class P Shares may only request the Credit Union to redeem Class P Shares which have been issued and outstanding for at least five (5) years as at the time of such request. For purposes of same, the date of issue of any shares which were converted to Class P Shares as part of the Amalgamation, shall be the date on which such shares were first issued by the first predecessor credit union of the Credit Union to have issued same other than on a conversion of shares as part of an amalgamation.
- (iii) Class Share Redemption Requests for up to 20% of the Class P Shares held by a holder may be made at any time during the Credit Union's

financial year, but only one such request may be made by any one holder during any one financial year of the Credit Union.

- (iv) Class Share Redemption Requests for all the Class P Shares held by a holder may be made:
  - A. At any time on or after the holder reaches the age of 65 years; or
  - B. Upon termination of their membership in the Credit Union; or
  - C. At any time after the death of the holder.
- (v) A request to redeem Class P Shares shall be made in writing (a “**Class P Share Redemption Request**”), specifying the number of Class P Shares the registered holder desires to have the Credit Union redeem.
- (vi) Class P Share Redemption Requests are subject to the requirements of and restrictions under the Act.
- (vii) Class P Share Redemption Requests may be tendered at any branch of the Credit Union.
- (viii) In no circumstance shall the aggregate of all redemptions approved for Class P Shares in any financial year exceed 10% of the total number of Class P Shares outstanding at the end of the previous financial year (such amount hereinafter called the “**Class P Share Aggregate Redemption Limit**”).
- (ix) Class P Share Redemption Requests will be considered and approved on a first come-first served basis.
- (x) If Class P Share Redemption Requests are received to redeem more than the Class P Share Aggregate Redemption Limit, the requests for shares not redeemed in that year shall be considered to have been presented in the first month of the following financial year and shall be the first Class P Share Redemption Requests considered by the Board in the following financial year.
- (xi) Subject to the requirements and restrictions of the Act and these articles, Class P Shares which are the subject of a Class P Redemption Request will be redeemed within thirty (30) days after the date on which the respective request is received.
- (xii) The Credit Union shall redeem the subject Class P Shares by paying to the registered holder the Redemption Amount for each share to be redeemed (which payment may be made in cash or by cheque or electronic payment, including by credit to an account maintained by the holder with the Credit Union).



- (xiii) Any Class P Shares which are the subject of a Class P Share Redemption Request shall: be redeemed; cease to be entitled to receive any dividends declared on such Class P Shares; and, the holder of such shares shall not be entitled to exercise any of the rights of holders of Class P Shares in respect thereof, upon payment of the Redemption Amount for the shares requested to be redeemed as provided for above.

(g) Redemption at Option of Credit Union:

- (i) Subject to the conditions which follow, the Credit Union may redeem the whole or, from time to time, any part of the then outstanding Class P Shares on payment of the Redemption Amount for each share to be redeemed.
- (ii) Redemption of Class P Shares by the Credit Union may take place at any time after the passage of five (5) years following the date of issuance of such Class P Shares. For purposes of the foregoing, the date of issuance of any shares which were converted into Class P Shares as part of the Amalgamation, shall be the date on which such shares were first issued by the first predecessor credit union of the Credit Union to have issued same other than on a conversion of shares as part of an amalgamation.
- (iii) In the event of a proposed redemption of Class P Shares by the Credit Union, the Credit Union shall send a notice thereof (a “**Class P Share Redemption Notice**”), to each person who, on the date such notice is sent, appears in the Class P Share Register as a holder of Class P Shares.
- (iv) A Class P Share Redemption Notice will be in writing and will inform the holders of the Class P Shares of the intention of the Credit Union to redeem Class P Shares and shall set out the Redemption Amount for each share, the date on which such redemption is to take place and, if only a part of the shares are to be redeemed, the number of Class P Shares to be redeemed.
- (v) A Class P Share Redemption Notice shall be sent at least 21 days before the date specified for redemption by the Credit Union.
- (vi) Class P Share Redemption Notices may be sent, by personal delivery, by mail or by electronic means (or any combination thereof), to each holder at her, his or its address according to the records of the Credit Union.
- (vii) Accidental failure to give any such notice to one or more of such holders shall not affect the validity of such redemption.
- (viii) On such a redemption, payment of the respective Redemption Amount shall be credited to an account maintained by the respective holder with the Credit Union.

- (ix) From and after the respective Class P Redemption Date, the Class P Shares called for redemption shall cease to be entitled to dividends and the holders thereof shall not be entitled to exercise any of the rights in respect thereof; provided that, if payment of the Redemption Amount for any Class P Shares called for redemption shall not be made in accordance with the foregoing provisions, the rights in respect of any shares for which payment has not been made shall remain unaffected unless and until such payment is properly made.
- (x) The Credit Union shall have the right, at any time after sending a Class P Share Redemption Notice, to deposit the respective Redemption Amount for the shares called for redemption to an account maintained by the respective holder with the Credit Union.
- (xi) Upon the Credit Union depositing the Redemption Amount for any Class P Shares to be redeemed in an account maintained by a holder with the Credit Union, the Class P Shares in respect of which such deposit is made shall be redeemed.

(h) Voting Rights:

The holders of the Class P Shares, in their capacity as holders of the Class P Shares, shall neither be entitled to receive notice of, nor to attend, any meetings of the members of the Credit Union, including any branch meetings, and shall not be entitled to vote at any such meeting. The holders of the Class P Shares shall, however, be entitled to notice of meetings of the shareholders called for the purpose of authorizing: the dissolution or winding up of the Credit Union; a sale or purchase of assets by the Credit Union as described in section 204(1) of the Act; the Credit Union taking any of the actions specified in respect of a continuance as contemplated in sections 316.1 or 316.2 of the Act and which each give rise to the need for the approval by way of special resolution of the holders of each class of shares of the Credit Union; the amalgamation of the Credit Union with another credit union; or, an amendment to the articles of the Credit Union which will have a direct effect on the terms and conditions of the Class P Shares, and each Class P Share shall entitle the holder thereof to one (1) vote at any such meeting. Meetings of the holders of Class P Shares shall be conducted according to the Act and the By-laws, as applicable.

(i) Issue, Transfer, and Ownership Restrictions:

- (i) No Class P Shares shall be issued to any person other than a person who is a member on the register of members of the Credit Union.
- (ii) Transfer of Class P Shares, other than to the Credit Union or another credit union in circumstances permitted by the Act, is prohibited.
- (iii) Any transfer of Class P Shares permitted above shall, in all circumstances, be subject to the consent of the Board, expressed by a majority vote of the directors at a meeting of the Board or by an

instrument or instruments in writing signed by a majority of the members of the Board.

- (iv) Class P Shares are not available for subscription. There will be no invitations to members or to the public to subscribe for Class P Shares.

10. Class I Shares:

The rights, privileges, restrictions, terms and conditions attaching to the Class I Shares, as a class, are as follows:

(a) Directors' Authority to issue Shares in Series:

The Board may issue Class I Shares at any time and from time to time in one or more series. Before the first shares of a particular series are issued, the Board shall fix the number of shares in such series, and shall determine, subject to the limitations set out in these articles and the Act, the designation, rights, privileges, restrictions, terms and conditions to attach to the shares of such series. Before the issue of the first shares of a series, the Board shall send to the Superintendent articles of amendment in the prescribed form, containing a description of such series, including the designation, rights, privileges, restrictions, terms and conditions determined by the Board.

(b) Ranking of Class I Shares:

No rights, privileges, restrictions or conditions attached to a series of Class I Shares shall confer upon a series a priority in respect of dividends or return of capital in the event of the liquidation, dissolution or winding-up of the Credit Union over any other series of Class I Shares. The Class I Shares of each series shall rate on a parity with the Class I Shares of every other series with respect to priority in the payment of dividends and the return of capital and the distribution of assets of the Credit Union in the event of the liquidation, dissolution or winding-up of the Credit Union, whether voluntary or involuntary, or any other distribution of the assets of the Credit Union among its members or shareholders for the purpose of winding up its affairs.

(c) Issuance:

Class I Shares may only be issued to persons who are members of the Credit Union pursuant to the terms and conditions prescribed in the By-laws, and who, if they are natural persons, have attained the age of eighteen years. Any invitation to the public to subscribe for Class I Shares in the Credit Union is prohibited.

(d) Dividends Preferential:

Except with the consent of the holders of all the Class I Shares outstanding, expressed by a majority vote of the holders of the Class I Shares at a meeting called for that purpose, no dividend shall at any time be declared and paid on or set apart for payment on the Class P Shares, the Membership Shares, or any class of shares which by its terms ranks subordinate (junior) to the Class I Shares, in any financial year, unless and until the preferential dividend on all the

Class I Shares outstanding in respect of such financial year has been declared, and paid or set apart for payment.

(e) Participation Upon Liquidation, Dissolution or Winding-up:

In the event of the liquidation, dissolution or winding-up of the Credit Union or other distribution of assets or property of the Credit Union among its members and shareholders for the purpose of winding-up its affairs, the holders of the Class I Shares shall be entitled to receive, from the assets and property of the Credit Union, a sum equivalent to the aggregate Redemption Amount of all Class I Shares held by them respectively, before any amount shall be paid or any property or assets of the Credit Union distributed to the holders of any Class P Shares, Membership Shares, or class of shares which by its terms ranks subordinate (junior) to the Class I Shares. Such payment should be made after provision has been made for payment of all of the Credit Union's other debts and obligations, including any other classes of shares and any other Credit Union securities ranking ahead of the Class I Shares. After payment to the holders of the Class I Shares of the amount so payable to them as above provided, they shall not be entitled, as holders of Class I Shares, to share in any further distribution of the assets or property of the Credit Union, but retain any rights they may have as holders of other classes of shares in the Credit Union.

(f) Voting Rights:

The holders of the Class I Shares, in their capacity as holders of Class I Shares, shall neither be entitled to receive notice of nor to attend any annual or general meeting of the members of the Credit Union, including any branch meeting, and shall not be entitled to vote at any such meeting. The holders of the Class I Shares shall, however be entitled to notice of meetings of the shareholders called for the purpose of authorizing: the dissolution or winding up of the Credit Union; a sale or purchase of assets by the Credit Union as described in section 204(1) of the Act; the Credit Union taking any of the actions specified in respect of a continuance as contemplated in sections 316.1 or 316.2 of the Act and which each give rise to the need for the approval by way of special resolution of the holders of each class of shares of the Credit Union; the amalgamation of the Credit Union with another union; or, an amendment to the Articles of the Credit Union which will have a direct effect on the terms and conditions of the Class I Shares, and each Class I Share shall entitle the holder thereof to one (1) vote at any such meeting. Meetings of the holders of Class I Shares shall be conducted according to the Act and the By-laws, as applicable.

(g) Transfer Restriction:

No Class I Share may be transferred to any person, other than to the Credit Union, another credit union in circumstances permitted by the Act or a person who is a member of the Credit Union on the register of the Credit Union, and in any such circumstances only with the consent of the Board, expressed by a majority vote of the directors at a meeting of the Board or by an instrument or instruments in writing signed by a majority of the members of the Board.

11. Class I Series 1 Shares

The rights, privileges, restrictions, terms and conditions attaching to the Class I Series 1 Shares are as follows:

(a) Non-Cumulative Dividends:

The holders of the Class I Series 1 Shares, shall be entitled to receive, and the Credit Union shall pay thereon, as and when declared by the Board, out of the assets of the Credit Union properly applicable to the payment of dividends, a preferential non-cumulative cash or stock dividend, at a rate determined by the Board from time to time on the Redemption Price per share.

If, after the expiration of any financial year of the Credit Union, the Board in its discretion shall not declare a dividend on the Class I Series 1 Shares, for the financial year, then the rights of the holders of the Class I Series 1 Shares, to such dividend, or to any undeclared part thereof, for such financial year shall be forever extinguished.

(b) Redemption at Option of Holder (Retraction):

Except as provided below and subject to the terms of the Act, a holder of the Class I Series 1 Shares, may at any time request that the Credit Union redeem, at its sole and absolute discretion, any of the Class I Series 1 Shares, registered in the name of such holder in register of shareholders maintained in respect of Class I Series 1 Shares, by tendering to the Credit Union at any branch of the Credit Union any certificate(s) issued and representing the Class I Series 1 Shares which the registered holder desires to have the Credit Union redeem, together with a request in writing specifying:

- (i) The number of Class I Series 1 Shares, the holder wishes to have redeemed; and
- (ii) The Redemption Date on which the holder desires to have the Credit Union redeem such Class I Series 1 Shares; provided that, such Redemption Date must be at least five (5) years after the date of the issuance of the shares requested to be redeemed and in no circumstances shall the Redemption Date be less than 30 days after the date on which the request in writing is given to the Credit Union.

For purposes of this section 11(b), the date of issuance of any shares which were converted into the Class I Series 1 Shares as part of the Amalgamation, shall be the date on which such shares were first issued by the first predecessor credit union of the Credit Union to have issued same other than on a conversion of shares as part of an amalgamation.

Upon receipt of any share certificate(s) issued and representing the Class I Series 1 Shares which the registered holder desires to have the Credit Union redeem, together with such a request, the Credit Union shall, subject to the provisions of the Act and these articles, including, the limits detailed below, on

the Redemption Date, redeem such Class I Series 1 Shares, by paying to such registered holder the Redemption Amount for each Class I Series 1 Share to be redeemed. The said Class I Series 1 Shares shall be redeemed on the Redemption Date and, from and after the Redemption Date, such shares shall cease to be entitled to dividends, and the holder thereof shall not be entitled to exercise any of the rights of the holders of Class I Series 1 Shares, in respect thereof, unless payment of the Redemption Amount is not made on the Redemption Date, in which event the rights in respect of any Class I Series 1 Shares for which the Redemption Amount has not been paid shall remain unaffected. The Credit Union may make payment of any such Redemption Amount in cash or by cheque or electronic payment, including by credit to an account maintained by the registered holder with the Credit Union.

In any one financial year, the Credit Union shall only redeem a maximum of 10% of the number of Class I Series 1 Shares issued and outstanding at the end of the immediately-preceding financial year of the Credit Union. Redemptions will be approved by the Board on a first-come, first-served basis. If more than 10% of the issued and outstanding Class I Series 1 Shares are presented for redemption in any one financial year, the Class I Series 1 Shares, not redeemed in that year shall be the first such shares redeemed in the subsequent financial year of the Credit Union.

(c) Redemption by the Credit Union:

The Credit Union may at any time after the date which is five (5) years from the date of issue, upon giving notice as hereinafter provided, redeem the whole, or from time to time, any part, of the then outstanding Class I Series 1 Shares, on payment of the Redemption Amount thereof. For purposes of this section 11(c), the date of issue of any shares converted into Class I Series 1 Shares as part of the Amalgamation, shall be the date on which such shares were first issued by the first predecessor credit union of the Credit Union to have issued same other than on a conversion of shares as part of an amalgamation.

(d) Idem:

(i) Notice

In the case of redemption of Class I Series 1 Shares, under the provisions of section 11(c) hereof, the Credit Union shall, at least 21 days before the date specified for redemption, send, by personal delivery, by mail or by electronic means (or any combination thereof), to each person who on the date of sending is a registered holder of Class I Series 1 Shares to be redeemed, a notice in writing of the intention of the Credit Union to redeem such Class I Series 1 Shares. Such notice shall be sent to each such shareholder at his, her or its address according to the records of the Credit Union; provided, however, that accidental failure to give any such notice to one or more of such holders shall not affect the validity of such redemption. Such notice shall set out the Redemption Amount, and the date on which redemption is to take place, and, if part only shares held by

the person to whom it is addressed is to be redeemed, the number thereof so to be redeemed.

(ii) Payment:

On or after the date so specified for redemption, the Credit Union shall pay, or cause to be paid, to, or to the order of, the registered holders of the Class I Series 1 Shares to be redeemed, the Redemption Amount thereof, on presentation and surrender, at the Head Office, or any other place designated in such notice, of any certificates issued and representing the Class I Series 1 Shares called for redemption. Such payment shall be credited to an account maintained by the holder with the Credit Union. If a part only of the shares represented by any certificate are to be redeemed, a new certificate for the balance shall be issued, if requested by the respective holder, at the expense of the Credit Union. From and after the date specified for redemption in any such notice, the Class I Series 1 Shares, called for redemption shall cease to be entitled to dividends, and the holders thereof shall not be entitled to exercise any of the rights in respect thereof, unless payment of the Redemption Amount shall not be made in accordance with the foregoing provisions, in which case the rights in respect of any shares for which the Redemption Amount has not been paid shall remain unaffected.

(iii) Failure to Present:

The Credit Union shall have the right, at any time after the sending of notice of its intention to redeem any Class I Series 1 Share, to deposit the Redemption Amount of the shares so called for redemption, or of such of the said shares represented by any certificates as have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption, to a special account, to be paid, without interest, to, or to the order of, the respective holders of such Class I Series 1 Shares, called for redemption, upon presentation and surrender of any certificates issued and representing the same, and, upon such deposit being made or upon the date specified for redemption in such notice, whichever is later, the Class I Series 3 Shares, in respect whereof such deposit shall have been made shall be redeemed, and the rights of the holders thereof after such deposit or such Redemption Date, as the case may be, shall be limited to receiving, without interest, their proportionate part of the total Redemption Amount so deposited, against presentation and surrender of any certificates held by them respectively, and any interest allowed on such deposit shall belong to the Credit Union.

12. Class I Series 2 Shares

The rights, privileges, restrictions, terms and conditions attaching to the Class I Series 2 Shares are as follows:

(a) Non-Cumulative Dividends:

The holders of the Class I Series 2 Shares, shall be entitled to receive, and the Credit Union shall pay thereon, as and when declared by the Board, out of the assets of the Credit Union properly applicable to the payment of dividends, a preferential non-cumulative cash or stock dividend, at a rate determined by the Board from time to time on the Redemption Price per share.

If, after the expiration of any financial year of the Credit Union, the Board in its discretion shall not declare a dividend on the Class I Series 2 Shares, for the financial year, then the rights of the holders of the Class I Series 2 Shares, to such dividend, or to any undeclared part thereof, for such financial year shall be forever extinguished.

(b) Redemption at Option of Holder (Retraction):

Except as provided below and subject to the terms of the Act, a holder of Class I Series 2 Share, or his or her personal representative, estate trustee or other legal representative, may request that the Credit Union redeem, at its sole and absolute discretion, any of the Class I Series 2 Shares registered in the name of such holder in the register of shareholders maintained in respect of the Class I Series 2 Shares, by tendering to the Credit Union at any of its branches, any share certificate(s) representing the Class I Series 2 Shares which the registered holder desires to have the Credit Union redeem, together with a request in writing specifying:

- A. the number of Class I Series 2 Shares the registered holder desires to have redeemed by the Credit Union; and
- B. the Redemption Date on which the holder desires to have the Credit Union redeem such Class I Series 2 Shares; provided that, such Redemption Date must be at least five (5) years after the date of the issuance of the shares requested to be redeemed and in no circumstances shall the Redemption Date be less than 30 days after the date on which the request in writing is given to the Credit Union.

For purposes of this section 12(b), the date of issuance of any shares which were converted into the Class I Series 2 Shares as part of the Amalgamation, shall be the date on which such shares were first issued by the first predecessor credit union of the Credit Union to have issued same other than on a conversion of shares as part of an amalgamation.

Upon receipt of any share certificate(s) issued and representing the Class I Series 2 Shares which the registered holder desires to have the Credit Union redeem, together with such a request, the Credit Union shall, subject to the



provisions of the Act and these articles, including, the limits detailed below, on the Redemption Date, redeem such Class I Series 2 Shares, by paying to such registered holder the Redemption Amount for each Class I Series 2 Share to be redeemed. The said Class I Series 2 Shares shall be redeemed on the Redemption Date and, from and after the Redemption Date, such shares shall cease to be entitled to dividends, and the holder thereof shall not be entitled to exercise any of the rights of the holders of Class I Series 2 Shares, in respect thereof, unless payment of the Redemption Amount is not made on the Redemption Date, in which event the rights in respect of any Class I Series 2 Shares for which the Redemption Amount has not been paid shall remain unaffected. The Credit Union may make payment of any such Redemption Amount in cash or by cheque or electronic payment, including by credit to an account maintained by the registered holder with the Credit Union.

In any one financial year, the Credit Union shall only redeem a maximum of 10% of the number of Class I Series 2 Shares, issued and outstanding at the end of the immediately-preceding financial year of the Credit Union. Redemptions will be approved by the Board on a first-come, first-served basis. If more than 10% of the issued and outstanding Class I Series 2 Shares are presented for redemption in any one financial year, the Class I Series 2 Shares, not redeemed in that year shall be the first such shares redeemed in the subsequent financial year of the Credit Union.

(c) Redemption by the Credit Union:

The Credit Union may at any time after the date which is five (5) years from the date of issue, upon giving notice as hereinafter provided, redeem the whole, or from time to time, any part, of the then outstanding Class I Series 2 Shares, on payment of the Redemption Amount thereof. For purposes of this section 12(c), the date of issue of any shares which were converted into Class I Series 2 Shares as part of the Amalgamation, shall be the date on which such shares were first issued by the first predecessor credit union of the Credit Union to have issued same other than on a conversion of shares as part of an amalgamation.

(d) Idem:

(i) Notice

In the case of redemption of Class I Series 2 Shares, under the provisions of section 12 (c) hereof, the Credit Union shall, at least 21 days before the date specified for redemption, send, by personal delivery, by mail or by electronic means (or any combination thereof), to each person who at the date of sending is a registered holder of Class I Series 2 Shares to be redeemed, a notice in writing of the intention of the Credit Union to redeem such Class I Series 2 Shares. Such notice shall be sent to each such shareholder at his, her or its address according to the records of the Credit Union; provided, however, that accidental failure to give any such notice to one or more of such holders shall not affect the validity of such redemption. Such notice shall set out the Redemption Amount, and the date on which redemption is to take place, and, if part only shares held by

the person to whom it is addressed is to be redeemed, the number thereof so to be redeemed.

(ii) Payment:

On or after the date so specified for redemption, the Credit Union shall pay, or cause to be paid, to, or to the order of, the registered holders of the Class I Series 2 Shares to be redeemed, the Redemption Amount thereof, on presentation and surrender, at the Head Office, or any other place designated in such notice, of any certificates issued and representing the Class I Series 2 Shares called for redemption. Such payment shall be credited to an account maintained by the holder with the Credit Union. If a part only of the shares represented by any certificate are to be redeemed, a new certificate for the balance shall be issued, if requested by the respective holder, at the expense of the Credit Union. From and after the date specified for redemption in any such notice, the Class I Series 2 Shares, called for redemption shall cease to be entitled to dividends, and the holders thereof shall not be entitled to exercise any of the rights in respect thereof, unless payment of the Redemption Amount shall not be made in accordance with the foregoing provisions, in which case the rights in respect of any shares for which the Redemption Amount has not been paid shall remain unaffected.

(iii) Failure to Present:

The Credit Union shall have the right, at any time after the sending of notice of its intention to redeem any Class I Series 2 Share, to deposit the Redemption Amount of the shares so called for redemption, or of such of the said shares represented by any certificates as have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption, to a special account, to be paid, without interest, to, or to the order of, the respective holders of such Class I Series 2 Shares, called for redemption, upon presentation and surrender of the certificates issued and representing the same, and, upon such deposit being made or upon the date specified for redemption in such notice, whichever is later, the Class I Series 2 Shares, in respect whereof such deposit shall have been made shall be redeemed, and the rights of the holders thereof after such deposit or such Redemption Date, as the case may be, shall be limited to receiving, without interest, their proportionate part of the total Redemption Amount so deposited, against presentation and surrender of any certificates held by them respectively, and any interest allowed on such deposit shall belong to the Credit Union.

13. Class I Series 3 Shares

The rights, privileges, restrictions, terms and conditions attaching to the Class I Series 3 Shares are as follows:

(a) Non-Cumulative Dividends:

- (i) The holders of Class I Series 3 Shares shall be entitled to receive and the Credit Union shall pay thereon preferential non-cumulative dividends.
- (ii) Class I Series 3 Share dividends will be paid at the rate as determined by the Board's dividend policy attributable to the Class I Series 3 Shares, as set from time to time.
- (iii) Class I Series 3 Share dividends shall be paid out of the assets of the Credit Union properly applicable to the payment of dividends.
- (iv) Class I Series 3 Share dividends may be paid in the form of additional shares of the Credit Union, in the form of cash (and which may be credited to an account maintained by the respective holders of Class I Series 3 Shares with the Credit Union), or partly in additional shares and partly in cash, as determined by the Board.
- (v) The Board shall be entitled to declare part of the said non-cumulative dividend for any financial year notwithstanding that such dividend for such financial year shall not be declared in full.
- (vi) If, within four months after the expiration of any financial year of the Credit Union, the Board, in its discretion, does not declare the said dividend or any part thereof on the Class I Series 3 Shares for that financial year, then the rights of the holders of the Class I Series 3 Shares to such dividend or to any undeclared part thereof for such financial year shall be forever extinguished.
- (vii) Class I Series 3 Share dividends shall be in priority to dividends on Membership Shares, Class P Shares and all other share classes ranking subordinate (junior) to Class I Series 3 Shares.
- (viii) Except with the consent of the holders of Class I Series 3 Shares outstanding, no dividend shall at any time be declared and paid or set apart for payment on the Membership Shares, the Class P Shares or any other shares ranking subordinate (junior) to the Class I Series 3 Shares in any financial year unless and until the preferential non-cumulative dividend on all the Class I Series 3 Shares outstanding in respect of such financial year has been declared paid or set apart for payment.
- (ix) Consent of the holders of Class I Series 3 Shares will be expressed by a simple majority vote at a meeting of Class I Series 3 Shareholders as called and held according to the By-laws.

(b) Redemption at the Option of Holder (Retraction):

- (i) A holder of Class I Series 3 Shares (or the personal representative, estate trustee or other lawful representative of the estate of a deceased holder) shall be entitled to request the Credit Union to redeem, in its sole and absolute discretion, all or any of the Class I Series 3 Shares registered in the name of such holder in the register of shareholders of the Class I Series 3 Shares, subject to the following conditions.
- (ii) Requests to redeem Class I Series 3 Shares shall be made in writing (hereinafter called the "**Class I Series 3 Share Redemption Request**"), and shall specify the number of shares the registered holder desires to have redeemed by the Credit Union on the Redemption Date; provided that, such Redemption Date must be at least five (5) years after the date of the issuance of the shares requested to be redeemed and, for purposes of same, the date of issuance of any shares which were converted into Class I Series 3 Shares as part of the Amalgamation, shall be the date on which such shares were first issued by the first predecessor credit union of the Credit Union to have issued same other than on a conversion of shares as part of an amalgamation.
- (iii) Class I Series 3 Share Redemption Requests may be tendered to a branch of the Credit Union, together with any share certificate(s) issued and representing the Class I Series 3 Shares which the holder desires to have the Credit Union redeem.
- (iv) Class I Series 3 Share Redemption Requests will be subject to the requirements of and limitations set out in the Act and these articles.
- (v) Class I Series 3 Share Redemption Requests received during one calendar month will be submitted to the Board for consideration at their meeting occurring in the following calendar month.
- (vi) The Board will ordinarily approve Class I Series 3 Share Redemption Requests, unless, in the opinion of the Board, such redemption will jeopardize the Credit Union's ability to comply with the capital requirements of section 84 of the Act.
- (vii) In no case shall total redemptions approved for all Class I Series 3 Shareholders in any financial year exceed an amount equal to 10% of the total Class I Series 3 Shares outstanding at the end of the previous financial year, such amount hereinafter called the "**Class I Series 3 Share Aggregate Redemption Limit**".
- (viii) Class I Series 3 Share Redemption Requests will be considered and approved on a first-come, first-served basis.
- (ix) If Class I Series 3 Share Redemption Requests are received to redeem more than the Class I Series 3 Share Aggregate Redemption Limit, the requests for shares not redeemed in that year shall be considered to have

been presented in the first month of the following financial year and shall be the first Class I Series 3 Share Redemption Requests considered by the Board in the following financial year.

- (x) A Redemption Date for a particular Class I Series 3 Share Redemption Request shall not be more than 30 days after the day on which the request was approved by the Board.
- (xi) Subject to the conditions contained herein, upon receipt of a Class I Series 3 Share Redemption Request and the subsequent approval thereof by the Board, the Credit Union shall redeem such Class I Series 3 Shares on the Redemption Date by paying to such registered holder the Redemption Amount for each such share being redeemed. Payment of the Redemption Amount may, at the election of the Credit Union, be in cash, by cheque or electronic payment, including by credit to an account maintained by such registered holder with the Credit Union.
- (xii) Upon receipt of a Class I Series 3 Share Redemption Request and the subsequent approval thereof by the Board, the Class I Series 3 Shares which are the subject of such a request shall cease to be entitled to dividends from and after the Redemption Date and the holder thereof shall not be entitled to exercise any of the rights of holders of Class I Series 3 Shares in respect thereof. If, however, payment of the Redemption Amount is not made on the Redemption Date, the rights in respect of any shares for which payment has not been made shall remain unaffected, unless and until such payment is made.

(c) Redemption by Credit Union:

- (i) Subject to the conditions which follow, the Credit Union may at any time after the date which is five (5) years from the date of issue, redeem the whole, or from time to time any part, of the then outstanding Class I Series 3 Shares on payment of the Redemption Amount of each share to be redeemed. For purposes of this section 13(c)(i), the date of issue of any shares which were converted into Class I Series 3 Shares as part of the Amalgamation, shall be the date on which such shares were first issued by the first predecessor credit union of the Credit Union to have issued same other than on a conversion of shares as part of an amalgamation.
- (ii) In the event of a Class I Series 3 Share redemption by the Credit Union, the Credit Union shall send, by personal delivery, by mail or by electronic means (or any combination thereof), a notice (a "**Class I Series 3 Redemption Notice**"), to each person who, on the date such notice is sent, appears in the register of shareholders maintained in respect of the Class I Series 3 Shares, at the address for such person according to the records of the Credit Union. Accidental failure to give any such notice to one or more of such holders shall not affect the validity of such redemption.

- (iii) The Class I Series 3 Share Redemption Notice will be in writing and will inform the holders of the intentions of the Credit Union to redeem Class I Series 3 Shares and shall set out the Redemption Amount for the shares called for redemption, the date on which such redemption is to take place and, if only part of the shares are to be redeemed, the number thereof so to be redeemed.
- (iv) Class I Series 3 Redemption Notices shall be sent at least 21 days before the date specified for redemption.
- (v) On or after the date so specified for redemption, the Credit Union shall pay, or cause to be paid, to, or to the order of, the registered holders of the Class I Series 3 Shares, to be redeemed, the Redemption Amount thereof, on presentation and surrender, at the Head Office or any other place designated in such notice, of any certificates issued and representing the Class I Series 3 Shares, called for redemption. Such payment shall be credited to an account maintained by the holder with the Credit Union. If a part only of the shares represented by any certificate are to be redeemed, a new certificate for the balance shall be issued, if requested by the respective holder, at the expense of the Credit Union. From and after the date specified for redemption in any such notice, the Class I Series 3 Shares called for redemption shall cease to be entitled to dividends, and the holders thereof shall not be entitled to exercise any of the rights in respect thereof, unless payment of the Redemption Amount shall not be made in accordance with the foregoing provisions, in which case the rights in respect of any shares for which the Redemption Amount has not been paid shall remain unaffected.
- (vi) The Credit Union shall have the right, at any time after the sending of notice of its intention to redeem any Class I Series 3 Shares, to deposit the Redemption Amount of the shares so called for redemption, or of such of the said shares represented by any certificates as have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption, to a special account, to be paid, without interest, to, or to the order of, the respective holders of such Class I Series 3 Shares, called for redemption, upon presentation and surrender of any certificates issued and representing the same, and, upon such deposit being made or upon the date specified for redemption in such notice, whichever is later, the Class I Series 3 Shares, in respect whereof such deposit shall have been made shall be redeemed, and the rights of the holders thereof after such deposit or such redemption date, as the case may be, shall be limited to receiving, without interest, their proportionate part of the total Redemption Amount so deposited, against presentation and surrender of any certificates held by them respectively, and any interest allowed on such deposit shall belong to the Credit Union.

14. Class I Series 4 Shares

The rights, privileges, restrictions, terms and conditions attaching to the Class I Series 4 Shares are as follows:

(a) Non-Cumulative Dividends:

The holders of the Class I Series 4 Shares, in priority to the Membership Shares and to the Class P Shares, but rateably with the holders of all other Class I Shares, shall be entitled to receive, and the Credit Union shall pay thereon, as and when declared by the Board, out of the assets of the Credit Union properly applicable to the payment of dividends, a preferential non-cumulative cash or stock dividend at a rate determined by the Board from time to time on the Redemption Price per share.

If, after the expiration of any financial year of the Credit Union, the Board in its discretion shall not declare a dividend on the Class I Series 4 Shares, for the financial year, then the rights of the holders of the Class I Series 4 Shares, to such a dividend or to any undeclared part thereof for such financial year shall be forever extinguished.

(b) Redemption at Option of Holder (Retraction):

Except as herein provided below and subject to the terms of the Act, a holder of the Class I Series 4 Shares (or the personal representatives or estate trustees of a deceased holder), may request that the Credit Union redeem, in its sole and absolute discretion, the Class I Series 4 Shares registered in the name of such holder, or any part thereof, on a Redemption Date. Such requests may be tendered at any branch of the Credit Union, together with any certificate(s) issued and representing the Class I Series 4 Shares which the registered holder (or the personal representatives or estate trustees of a deceased holder), desires to have the Credit Union redeem. Such a request shall be in writing and shall specify:

- (i) The number of Class I Series 4 Shares requested to be redeemed; and
- (ii) The Redemption Date on which the holder (or the personal representative or estate trustee of a deceased holder), desires to have the Credit Union redeem such Class I Series 4 Shares; provided that, such Redemption Date must be at least five (5) years after the date of the issuance of the shares requested to be redeemed and in no circumstances shall the Redemption Date be less than 30 days after the day on which the request in writing is given to the Credit Union.

For purposes of this section 14(b), the date of issuance of any shares which were converted into the Class I Series 4 Shares as part of the Amalgamation, shall be the date on which such shares were first issued by the first predecessor credit union of the Credit Union to have issued same other than on a conversion of shares as part of an amalgamation.

Upon receipt of any share certificate(s) issued and representing the Class I Series 4 Shares which the registered holder (or the personal representative or estate trustee of a deceased holder), desires to have the Credit Union redeem, together with such a request, the Credit Union shall, subject to the provisions of the Act and these articles, including, the limits detailed below, on the Redemption Date, redeem such Class I Series 4 Shares, by paying to such registered holder or his or her estate, as the case may be, the Redemption Amount for each Class I Series 4 Share to be redeemed. The said Class I Series 4 Shares shall be redeemed on the Redemption Date and, from and after the Redemption Date, such shares shall cease to be entitled to dividends, and the holder thereof or his or her estate, as the case may be, shall not be entitled to exercise any of the rights of the holders of Class I Series 4 Shares, in respect thereof, unless payment of the Redemption Amount is not made on the Redemption Date, in which event the rights in respect of any Class I Series 4 Shares for which the Redemption Amount has not been paid shall remain unaffected. The Credit Union may make payment of any such Redemption Amount in cash or by cheque or electronic payment, including by credit to an account maintained by the registered holder with the Credit Union.

In any one financial year, the Credit Union shall only redeem a maximum of 10% of the number of Class I Series 4 Shares issued and outstanding at the end of the immediately-preceding financial year of the Credit Union. Redemptions will be approved by the Board on a first-come, first-served basis. If more than 10% of the issued and outstanding Class I Series 4 Shares are presented for redemption in any one financial year, the Class I Series 4 Shares not redeemed in that year shall be the first such shares redeemed in the subsequent financial year of the Credit Union.

(c) Redemption by the Credit Union:

The Credit Union may at any time after the date which is five (5) years from the date of issue, upon giving notice as hereinafter provided, redeem the whole, or from time to time any part of the then outstanding Class I Series 4 Shares, on payment of the Redemption Amount thereof. For purposes of this section 14(c), the date of issue of any shares converted into Class I Series 4 Shares as part of the Amalgamation, shall be the date on which such shares were first issued by the first predecessor credit union of the Credit Union to have issued same other than on a conversion of shares as part of an amalgamation.

(d) Idem:

(i) Notice

In the case of redemption of Class I Series 4 Shares, under the provisions of section 14(c) hereof, the Credit Union shall, at least 21 days before the date specified for redemption, send, by personal delivery, by mail or by electronic means (or any combination thereof), to each person who on the date of sending is a registered holder of Class I Series 4 Shares to be redeemed, a notice in writing of the intention of the Credit Union to redeem such Class I Series 4 Shares. Such notice shall be addressed to



each such shareholder at his, her or its address according to the records of the Credit Union; provided, however, that accidental failure to give any such notice to one or more of such holders shall not affect the validity of such redemption. Such notice shall set out the Redemption Amount, and the date on which redemption is to take place, and if part only of the shares held by the person to whom it is addressed is to be redeemed, the number thereof so to be redeemed.

(ii) Payment

On or after the date so specified for redemption, the Credit Union shall pay, or cause to be paid, to, or to the order of, the registered holders of the Class I Series 4 Shares to be redeemed, the Redemption Amount thereof, on presentation and surrender at the Head Office, or any place designated in such notice, of any certificate(s) issued and representing the Class I Series 4 Shares called for redemption. Such payment shall be credited to an account maintained by the holder with the Credit Union. If only part of the shares represented by any certificate are to be redeemed, a new certificate for the balance shall be issued, if requested by the respective holder, at the expense of the Credit Union. From and after the date specified for redemption in any such notice, the Class I Series 4 Shares, called for redemption shall cease to be entitled to dividends, and the holders thereof shall not be entitled to exercise any of the rights in respect thereof, unless payment of the Redemption Amount shall not be made in accordance with the foregoing provisions, in which case the rights in respect of any shares for which the Redemption Amount has not been paid shall remain unaffected.

(iii) Failure to Present

The Credit Union shall have the right, at any time after the sending of notice of its intention to redeem any Class I Series 4 Shares, to deposit the Redemption Amount of the shares so called for redemption, or of such of the said shares represented by any certificates as have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption, to a special account, to be paid, without interest, to, or to the order of, the respective holders of such Class I Series 4 Shares, called for redemption, upon presentation and surrender of any certificates issued and representing the same, and, upon such deposit being made or upon the date specified for redemption in such notice, whichever is the latter, the Class I Series 4 Shares, in respect whereof such deposit shall have been made shall be redeemed, and the rights of the holders of such shares shall be limited to receiving, without interest, their proportionate part of the total Redemption Amount so deposited, against presentation and surrender of any certificates held by them respectively, and any interest allowed on such deposit shall belong to the Credit Union.

15. Class I Prosperity Series 5 Shares

The rights, privileges, restrictions, terms and conditions attaching to the Class I Prosperity Series 5 Shares are as follows:

(a) Non-Cumulative Dividends:

The holders of the Class I Prosperity Series 5 Shares, in priority to the Membership Shares and to the Class P Shares, but rateably with the holders of all other Class I Shares, shall be entitled to receive, and the Credit Union shall pay thereon, as and when declared by the Board, out of the assets of the Credit Union properly applicable to the payment of dividends, a preferential non-cumulative cash or stock dividend at a rate determined by the Board from time to time on the Redemption Price per share.

If, after the expiration of any financial year of the Credit Union, the Board in its discretion shall not declare a dividend on the Class I Prosperity Series 5 Shares, for the financial year, then the rights of the holders of the Class I Prosperity Series 5 Shares, to such a dividend or to any undeclared part thereof for such financial year shall be forever extinguished.

(b) Redemption at Option of Holder (Retraction):

Except as herein provided below and subject to the terms of the Act, a holder of the Class I Prosperity Series 5 Shares (or the personal representatives or estate trustees of a deceased holder), may request that the Credit Union redeem, in its sole and absolute discretion, the Class I Prosperity Series 5 Shares registered in the name of such holder, or any part thereof, on a Redemption Date.

Such requests may be tendered at any branch of the Credit Union, together with any certificate(s) issued and representing the Class I Prosperity Series 5 Shares which the registered holder (or the personal representatives or estate trustees of a deceased holder), desires to have the Credit Union redeem. Such a request shall be in writing and shall specify:

- (i) The number of Class I Prosperity Series 5 Shares requested to be redeemed; and
- (ii) The Redemption Date on which the holder (or the personal representative or estate trustee of a deceased holder), desires to have the Credit Union redeem such Class I Prosperity Series 5 Shares; provided that, such Redemption Date must be at least five (5) years after the date of the issuance of the shares requested to be redeemed (except for requests made by the personal representatives or estate trustees of a deceased holder, or by a holder who has been expelled from membership in the Credit Union, which may specify a Redemption Date without regard to the amount of time which has elapsed since the date of issuance of the shares requested to be redeemed), and in no

circumstances shall the Redemption Date be less than 30 days after the day on which the request in writing is given to the Credit Union.

Upon receipt of any share certificate(s) issued and representing the Class I Prosperity Series 5 Shares which the registered holder (or the personal representative or estate trustee of a deceased holder), desires to have the Credit Union redeem, together with such a request, the Credit Union shall, subject to the provisions of the Act and these articles, including, the limits detailed below, on the Redemption Date, redeem such Class I Prosperity Series 5 Shares, by paying to such registered holder or his or her estate, as the case may be, the Redemption Amount for each Class I Series 5 Share to be redeemed.

The said Class I Prosperity Series 5 Shares shall be redeemed on the Redemption Date and, from and after the Redemption Date, such shares shall cease to be entitled to dividends, and the holder thereof or his or her estate, as the case may be, shall not be entitled to exercise any of the rights of the holders of Class I Prosperity Series 5 Shares, in respect thereof, unless payment of the Redemption Amount is not made on the Redemption Date, in which event the rights in respect of any Class I Prosperity Series 5 Shares for which the Redemption Amount has not been paid shall remain unaffected. The Credit Union may make payment of any such Redemption Amount in cash or by cheque or electronic payment, including by credit to an account maintained by the registered holder with the Credit Union.

In any one financial year, the Credit Union shall only redeem a maximum of 10% of the number of Class I Prosperity Series 5 Shares issued and outstanding at the end of the immediately-preceding financial year of the Credit Union. Redemptions will be approved by the Board on a first-come, first-served basis. If more than 10% of the issued and outstanding Class I Prosperity Series 5 Shares are presented for redemption in any one financial year, the Class I Prosperity Series 5 Shares not redeemed in that year shall be the first such shares redeemed in the subsequent financial year of the Credit Union.

(c) Redemption by the Credit Union:

The Credit Union may at any time after the date which is five (5) years from the date of issue, upon giving notice as hereinafter provided, redeem the whole, or from time to time any part of the then outstanding Class I Prosperity Series 5 Shares, on payment of the Redemption Amount thereof.

(d) Idem:

(i) Notice

In the case of redemption of Class I Prosperity Series 5 Shares, under the provisions of section 15(c) hereof, the Credit Union shall, at least 21 days before the date specified for redemption, send, by personal delivery, by mail or by electronic means (or any combination thereof), to each person who on the date of sending is a registered holder of Class I Prosperity

Series 5 Shares to be redeemed, a notice in writing of the intention of the Credit Union to redeem such Class I Prosperity Series 5 Shares. Such notice shall be addressed to each such shareholder at his, her or its address according to the records of the Credit Union; provided, however, that accidental failure to give any such notice to one or more of such holders shall not affect the validity of such redemption. Such notice shall set out the Redemption Amount, and the date on which redemption is to take place, and if part only of the shares held by the person to whom it is addressed is to be redeemed, the number thereof so to be redeemed.

(ii) Payment

On or after the date so specified for redemption, the Credit Union shall pay, or cause to be paid, to, or to the order of, the registered holders of the Class I Prosperity Series 5 Shares to be redeemed, the Redemption Amount thereof, on presentation and surrender at the Head Office, or any place designated in such notice, of any certificate(s) issued and representing the Class I Prosperity Series 5 Shares called for redemption. Such payment shall be credited to an account maintained by the holder with the Credit Union. If only part of the shares represented by any certificate are to be redeemed, a new certificate for the balance shall be issued, if requested by the respective holder, at the expense of the Credit Union. From and after the date specified for redemption in any such notice, the Class I Prosperity Series 5 Shares, called for redemption shall cease to be entitled to dividends, and the holders thereof shall not be entitled to exercise any of the rights in respect thereof, unless payment of the Redemption Amount shall not be made in accordance with the foregoing provisions, in which case the rights in respect of any shares for which the Redemption Amount has not been paid shall remain unaffected.

(iii) Failure to Present

The Credit Union shall have the right, at any time after the sending of notice of its intention to redeem any Class I Prosperity Series 5 Shares, to deposit the Redemption Amount of the shares so called for redemption, or of such of the said shares represented by any certificates as have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption, to a special account, to be paid, without interest, to, or to the order of, the respective holders of such Class I Prosperity Series 5 Shares, called for redemption, upon presentation and surrender of any certificates issued and representing the same, and, upon such deposit being made or upon the date specified for redemption in such notice, whichever is the latter, the Class I Prosperity Series 5 Shares, in respect whereof such deposit shall have been made shall be redeemed, and the rights of the holders of such shares shall be limited to receiving, without interest, their proportionate part of the total Redemption Amount so deposited, against presentation and surrender of any certificates held by them respectively, and any interest allowed on such deposit shall belong to the Credit Union.

16. Class I Series 6 Shares

The rights, privileges, restrictions, terms and conditions attaching to the Class I Series 6 Shares are as follows:

(a) Non-Cumulative Dividends:

The holders of the Class I Series 6 Shares, in priority to the Membership Shares and to the Class P Shares, but rateably with the holders of all other Class I Shares, shall be entitled to receive, and the Credit Union shall pay thereon, as and when declared by the Board, out of the assets of the Credit Union properly applicable to the payment of dividends, a preferential non-cumulative cash or stock dividend at a rate determined by the Board from time to time on the Redemption Price per share.

If, after the expiration of any financial year of the Credit Union, the Board in its discretion shall not declare a dividend on the Class I Series 6 Shares, for the financial year, then the rights of the holders of the Class I Series 6 Shares, to such a dividend or to any undeclared part thereof for such financial year shall be forever extinguished.

(b) Redemption at Option of Holder (Retraction):

Except as herein provided below and subject to the terms of the Act, a holder of the Class I Series 6 Shares (or the personal representatives or estate trustees of a deceased holder), may request that the Credit Union redeem, in its sole and absolute discretion, the Class I Series 6 Shares registered in the name of such holder, or any part thereof, on a Redemption Date.

Such requests may be tendered at any branch of the Credit Union, together with any certificate(s) issued and representing the Class I Series 6 Shares which the registered holder (or the personal representatives or estate trustees of a deceased holder), desires to have the Credit Union redeem.

Such a request shall be in writing and shall specify:

- (i) The number of Class I Series 6 Shares requested to be redeemed; and
- (ii) The Redemption Date on which the holder (or the personal representative or estate trustee of a deceased holder), desires to have the Credit Union redeem such Class I Series 6 Shares; provided that, such Redemption Date must be at least five (5) years after the date of the issuance of the shares requested to be redeemed (except for requests made by the personal representatives or estate trustees of a deceased holder, or by a holder who has been expelled from membership in the Credit Union, which may specify a Redemption Date without regard to the amount of time which has elapsed since the date of issuance of the shares requested to be redeemed), and in no circumstances shall the Redemption Date be less than 30 days after the day on which the request in writing is given to the Credit Union.

Upon receipt of any share certificate(s) issued and representing the Class I Series

6 Shares which the registered holder (or the personal representative or estate trustee of a deceased holder), desires to have the Credit Union redeem, together with such a request, the Credit Union shall, subject to the provisions of the Act and these articles, including, the limits detailed below, on the Redemption Date, redeem such Class I Series 6 Shares, by paying to such registered holder or their estate, as the case may be, the Redemption Amount for each Class I Series 6 Share to be redeemed.

The said Class I Series 6 Shares shall be redeemed on the Redemption Date and, from and after the Redemption Date, such shares shall cease to be entitled to dividends, and the holder thereof or their estate, as the case may be, shall not be entitled to exercise any of the rights of the holders of Class I Series 6 Shares, in respect thereof, unless payment of the Redemption Amount is not made on the Redemption Date, in which event the rights in respect of any Class I Series 6 Shares for which the Redemption Amount has not been paid shall remain unaffected. The Credit Union may make payment of any such Redemption Amount in cash or by cheque or electronic payment, including by credit to an account maintained by the registered holder with the Credit Union.

In any one financial year, the Credit Union shall only redeem a maximum of 10% of the number of Class I Series 6 Shares issued and outstanding at the end of the immediately-preceding financial year of the Credit Union. Redemptions will be approved by the Board on a first-come, first-served basis. If more than 10% of the issued and outstanding Class I Series 6 Shares are presented for redemption in any one financial year, the Class I Series 6 Shares not redeemed in that year shall be the first such shares redeemed in the subsequent financial year of the Credit Union.

(c) Redemption by the Credit Union:

The Credit Union may at any time after the date which is five (5) years from the date of issue, upon giving notice as hereinafter provided, redeem the whole, or from time to time any part of the then outstanding Class I Series 6 Shares, on payment of the Redemption Amount thereof.

(d) Idem:

(i) Notice

In the case of redemption of Class I Series 6 Shares, under the provisions of section 15(c) hereof, the Credit Union shall, at least 21 days before the date specified for redemption, send, by personal delivery, by mail or by electronic means (or any combination thereof), to each person who on the date of sending is a registered holder of Class I Series 6 Shares to be redeemed, a notice in writing of the intention of the Credit Union to redeem such Class I Series 6 Shares. Such notice shall be addressed to each such shareholder at their address according to the records of the Credit Union; provided, however, that accidental failure to give any such notice to one or more of such holders shall not affect the validity of such redemption. Such notice shall set out the Redemption Amount, and the date on which redemption is to take place,

and if part only of the shares held by the person to whom it is addressed is to be redeemed, the number thereof so to be redeemed.

(ii) Payment

On or after the date so specified for redemption, the Credit Union shall pay, or cause to be paid, to, or to the order of, the registered holders of the Class I Series 6 Shares to be redeemed, the Redemption Amount thereof, on presentation and surrender at the Head Office, or any place designated in such notice, of any certificate(s) issued and representing the Class I Series 6 Shares called for redemption. Such payment shall be credited to an account maintained by the holder with the Credit Union. If only part of the shares represented by any certificate are to be redeemed, a new certificate for the balance shall be issued, if requested by the respective holder, at the expense of the Credit Union. From and after the date specified for redemption in any such notice, the Class I Series 6 Shares, called for redemption shall cease to be entitled to dividends, and the holders thereof shall not be entitled to exercise any of the rights in respect thereof, unless payment of the Redemption Amount shall not be made in accordance with the foregoing provisions, in which case the rights in respect of any shares for which the Redemption Amount has not been paid shall remain unaffected.

(iii) Failure to Present

The Credit Union shall have the right, at any time after the sending of notice of its intention to redeem any Class I Series 6 Shares, to deposit the Redemption Amount of the shares so called for redemption, or of such of the said shares represented by any certificates as have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption, to a special account, to be paid, without interest, to, or to the order of, the respective holders of such Class I Series 6 Shares, called for redemption, upon presentation and surrender of any certificates issued and representing the same, and, upon such deposit being made or upon the date specified for redemption in such notice, whichever is the latter, the Class I Series 6 Shares, in respect whereof such deposit shall have been made shall be redeemed, and the rights of the holders of such shares shall be limited to receiving, without interest, their proportionate part of the total Redemption Amount so deposited, against presentation and surrender of any certificates held by them respectively, and any interest allowed on such deposit shall belong to the Credit Union.

These Articles are signed in duplicate under the Corporate Seal of amalgamating credit unions as of the 25th day of November, 2013.

**LIBRO CREDIT UNION LIMITED**

Per: \_\_\_\_\_  
Name: Rick Joyal  
Title: Board Chair

Per: \_\_\_\_\_  
Name: Harry Joosten  
Title: Corporate Secretary

**UNITED COMMUNITIES CREDIT UNION LIMITED**

Per: \_\_\_\_\_  
Name: Dennis Hogan  
Title: Board Chair

Per: \_\_\_\_\_  
Name: Tom Fuerth  
Title: Corporate Secretary

These Articles are amended as of the 10<sup>th</sup> day of September, 2015.

**LIBRO CREDIT UNION LIMITED**

Per: \_\_\_\_\_  
Name: Rick Joyal  
Title: Board Chair

Per: \_\_\_\_\_  
Name: Harry Joosten  
Title: Corporate Secretary



These Articles are amended as of the 31<sup>st</sup> day of March, 2022

**LIBRO CREDIT UNION LIMITED**

Per: \_\_\_\_\_

Name: Jacquie Davison

Title: Board Chair

Per: \_\_\_\_\_

Name: Janet Taylor

Title: Corporate Secretary