

AMALGAMATION AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2024.

BETWEEN:

PRAIRIE CENTRE CREDIT UNION (2006) LTD.
(hereinafter called "Prairie Centre")

OF THE FIRST PART

AND:

DIAMOND NORTH CREDIT UNION
(hereinafter called "Diamond North")

OF THE SECOND PART

AND:

CYPRESS CREDIT UNION LIMITED
(hereinafter called "Cypress")

OF THE THIRD PART

(collectively or individually referred to as the "Amalgamating Credit Unions")

WHEREAS it is desirable that the members and the business of Prairie Centre, Diamond North and Cypress be amalgamated in accordance with *The Credit Union Act, 1998* 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 10 hereof, 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 Amalgamating Credit Unions shall, at the date on which the amalgamation becomes effective, 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 Amalgamating 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 said members in each of the Amalgamating Credit Unions as shown in the books and records of each of the Amalgamating Credit Unions immediately prior to the date on which the amalgamation becomes effective.
3. The Amalgamated Credit Union shall, at the date on which the amalgamation becomes effective 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 Amalgamating Credit Unions.

4. The Amalgamated Credit Union, at the date the amalgamation becomes effective 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 Amalgamating Credit Unions.
5. There will be a new name for the Credit Union to be approved by the Boards of the Amalgamating Credit Unions and communicated to the membership prior to amalgamation. 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 Union such full particulars of its assets, rights and things and of its liabilities and obligations whatsoever, whether to members or otherwise, as shall be requested.
7. Each of the Amalgamating Credit Unions shall, from the date hereof until the effective date of amalgamation, consult with each other with respect to its business operations and shall not incur any extraordinary expenditures whether of a capital nature or otherwise, prior to that said date, without the approval and consent of each other.
8. The Articles of Amalgamation (Schedule "I") and the Bylaws (Schedule "II") 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 the articles and bylaws which reflect those of the Amalgamating Credit Unions that have approved the amalgamation.
9. Subject to approval by all amalgamating Credit Unions the first directors of the Amalgamated Credit Union and their term 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 |
|--|--|---|
| Kelly Bakenech Nominee of Cypress Credit Union | NE 28-17-25 W3rd PO Box 38 Fox Valley, SK S0N 0V0 | 2028 |
| Kevin Angerman Nominee of Cypress Credit Union | 226 Main Street W PO Box 89 Mendham, SK S0N 1P0 | 2027 |
| Norman McIntyre Nominee of Prairie Centre Credit Union | SW 28-26-12 W3rd PO Box 55 Wiseton, SK S0L 3M0 | 2028 |
| Gregory Hannay Nominee of Prairie Centre Credit Union | SW 29-29-16 W3rd PO Box 1704 Rosetown, SK S0L 2V0 | 2028 |
| Karen Sinclair Nominee of Prairie Centre Credit Union | NW 14-28-14 W3rd PO Box 1555 Rosetown, SK S0L 2V0 | 2027 |
| Christopher Warriner Nominee of Diamond North Credit Union | SE 14-56-08 W3rd PO Box 425 Big River, SK S0J 0E0 | 2027 |

| 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 |
|---|---|--|
| Kent Nickel Nominee of Diamond North Credit Union | 200 Watson Crescent PO Box 3355 Nipawin, SK S0E 1E0 | 2028 |
| Gregory Pagan Nominee of Diamond North Credit Union | NE 14-53-19 W2nd PO Box 118 Snowden, SK S0J 2K0 | 2027 |
| Barry Elderkin Nominee of Cypress Credit Union | 3 Chartwell Place SE Medicine Hat, AB T1B 0E2 | 2026 |
| Charissa Bosch Nominee of Cypress Credit Union | 115 1 st Street E PO Box 57 Fox Valley, SK S0N 0V0 | 2026 |
| Evan Sjovold Nominee of Prairie Centre Credit Union | SE 30-28-08 W3rd PO Box 801 Outlook, SK S0L 2N0 | 2026 |
| Leslee Serack Nominee of Diamond North Credit Union | 500 2 nd Street E PO Box 2917 Nipawin, SK S0E 1E0 | 2026 |

Upon the expiration of their respective terms as outlined Directors will be elected as set out in the Bylaws. If a Director resigns or the position becomes vacant prior to the date of the Amalgamation the Amalgamating Credit Union shall designate another Director to serve until the expiry of the term indicated.

10. Other provisions:

- (a) For the purposes of accounting for the amalgamation transaction under the International Financial Reporting Standards Prairie Centre Credit Union (2006) Ltd. will be designated as the acquiring entity;
- (b) Subject to (c) hereof reference to the Amalgamating Credit Unions is intended to reflect those Amalgamating Credit Unions who approve the amalgamation;
- (c) The amalgamation shall only proceed and become effective in the event that members of Prairie Centre and one of the other Amalgamating Credit Unions approve the amalgamation;
- (d) In the event that one of Diamond North or Cypress do not approve the amalgamation then the non-approving Credit Union shall neither be included in the Districts for the election of Directors nor shall its nominees be designated as a first Director of the Amalgamated Credit Union. The remaining Amalgamating Credit Unions will proceed without Districts and elect Directors at large in subsequent elections.
- (e) The Auditor for the Amalgamated Credit Union shall be MNP LLP.

- 11. Subject to Article 10 hereof, this Agreement shall become effective upon its approval by the members of Prairie Centre, Diamond North, and Cypress or such of those that approve the amalgamation in accordance with *The Credit Union Act, 1998* and by approval of the Registrar of Credit Unions.
- 12. The effective date of the amalgamation shall be the 1st day of January, 2025.

IN WITNESS WHEREOF Prairie Centre Credit Union (2006) Ltd. has hereunto executed this agreement by its duly authorized representatives in that regard effective the _____ day of _____, 2024.

PRAIRIE CENTRE CREDIT UNION (2006) LTD.

Per: _____

Per: _____

IN WITNESS WHEREOF Diamond North Credit Union has hereunto executed this agreement by its duly authorized representatives in that regard effective the _____ day of _____, 2024.

DIAMOND NORTH CREDIT UNION

Per: _____

Per: _____

IN WITNESS WHEREOF Cypress Credit Union Limited has hereunto executed this agreement by its duly authorized representatives in that regard effective the _____ day of _____, 2024.

CYPRESS CREDIT UNION LIMITED

Per: _____

Per: _____

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

1. Name of amalgamated credit union:

 Ltd.
2. Effective Date of the Amalgamation:
January 1st, 2025
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: Prairie Centre Credit Union (2006) Ltd.
Entity Number: 102139763

Name of President: Gregory Hannay
Signature: _____

Name of Secretary: Blair Wingert **Signature: _____**

(b) Name of Credit Union: Diamond North Credit Union
Entity Number: 102054258

Name of President: Gregory Pagan **Signature: _____**

Name of Secretary: Colleen Harmatiuk **Signature: _____**

(c) Name of Credit Union: Cypress Credit Union Limited
Entity Number: 101248110

Name of President: Kelly Bakanec **Signature: _____**

Name of Secretary: Glen Goddard **Signature: _____**

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

Name: Perry D. Erhardt, K.C.

Contact Information: 1000 – 2002 Victoria Avenue, Regina, SK, S4P 0R7

perhardt@owzw.com; 306-347-2137

Statement:

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

Signature: _____
Signature of individual submitting

DRAFT

SCHEDULE II

BYLAWS

CREDIT UNION LTD.

[**NTD: In the event that the votes on the special resolution regarding amalgamation are approved by the members of Prairie Centre Credit Union (2006) Ltd. (PCCU) and only one of either Diamond North Credit Union Ltd. (DNCU) and Cypress Credit Union (CCU), the provisions respecting districts, elections, and Appendix A will be amended to reflect elections for 8 directors at large. Other consequential amendments (notably at 4.2(b), 4.2(d) and Appendix A) would be made following the votes and appropriate final bylaws submitted with the Amalgamation Agreement, as required.]

SECTION 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*;
- b) “Annual Meeting” means the Annual Meeting required under the Act;
- c) “At Large” means director positions which are elected by the members for District 6, and not limited to any of Districts 1 through 5;
- d) “Credit Union” means [redacted] Credit Union Ltd.;
- e) “Basis of business done with or through the Credit Union” means and is determined in the manner set forth in *The Credit Union Act, 1998*, as amended from time to time for determining and calculating patronage returns;
- f) “Board” means the Board of Directors of the Credit Union;
- g) “Bylaws” means the bylaws of the Credit Union duly passed by it and in force from time to time;
- h) “Fundamental Change” means a fundamental change as defined by the Regulations;
- i) “Key Management Person” means and includes an individual who is employed in an executive management position in the Credit Union or is a Director of the Credit Union;
- j) “Primary Account” means and is determined with reference to the quantity and value of services and deposits handled in that account;
- k) “Primary Financial Institution” means and is determined with reference to the quantity and value of services and deposits handled between the Credit Union and elsewhere as outlined in policy approved by the Board;
- l) “Proposal” means a proposal as defined by Section 85 of *The Credit Union Act, 1998*;
- m) “Regulations” means the regulations to *The Credit Union Act, 1998*, as amended or enacted from time to time;
- n) “Voting Period” means the period for voting for election of directors or voting on a Fundamental Change as set by 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 Credit Union Act, 1998*, as amended from time to time.

SECTION 2 - MEMBERSHIP

2.1 Qualification

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

2.2 Minimum Membership Shares

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

SECTION 3 – ASSIGNMENT

3.1 Assignment

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

SECTION 4 – DIRECTORS

4.1 Number of Directors

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

4.2 Election of Directors

- a) Eligibility – In addition to the qualifications set out in the Act, nominees and directors shall have the following qualifications:
- i. must have been a member of the Credit Union for at least one year;
 - ii. must use the Credit Union as their Primary Financial Institution;
 - iii. must be bondable and must agree to treat all business of the Credit Union in the strictest confidence;
 - iv. must be in good standing with the Credit Union and not have any loans or credit in arrears (in excess of 90 days) with the Credit Union in the previous year;
 - v. must not be involved in any legal action or dispute with the Credit Union or any of its affiliates or subsidiaries within the past 5 years;
 - vi. must not be the spouse of any person involved in any legal action or dispute with the Credit Union or any of its affiliates or subsidiaries within the past 5 years;
 - vii. must not be a Board member of any other financial institution except as a representative of the Credit Union;
 - viii. must not be an employee of the Credit Union or its predecessor within 5 years of the Closing Date for nominations;
 - ix. must not be a director or employee of a business selling competitive products or services, except as a representative for the Credit Union;
 - x. must not be a spouse of a Key Management Person of the Credit Union; and
 - xi. in the last five years, must not have held substantial investment, as defined by the Act in a business, or had personal loans, which caused losses to the Credit Union, whether as a result of a write-off of an uncollectible loan balance, collection costs or legal costs, unless those amounts have been subsequently paid to the Credit Union.
 - xii. must participate in such training and development programs for directors as approved by the Board.
 - xiii. must ascribe to and abide by any Code of Conduct adopted by the Credit Union.

b) Determination of Districts **

Directors shall be elected by district and, in the case of District 6, At Large. Districts will be defined as the following geographical areas and as further identified on the map attached as Appendix A:

- i. District 1 – the trading area including and surrounding Consul, Herbert, Maple Creek, Morse, and Tompkins;
- ii. District 2 – the trading area including and surrounding Burstall, Eatonia, Elrose, Eston, Fox Valley, Kyle, and Richmond;
- iii. District 3 – the trading area including and surrounding Beechy, Delisle, Dinsmore, Elbow, Harris, Loreburn, Outlook, and Rosetown;
- iv. District 4 – the trading area including and surrounding Big River, Debden, Prince Albert, and Spiritwood;
- v. District 5 – the trading area including and surrounding Arborfield, Carrot River, Choiceland, LeRoy, Nipawin, and White Fox; and
- vi. District 6 – the area encompassing all of Districts 1 through 5 for the purpose of electing At Large directors.

c) Nominations

- i. To represent a geographic district, a nominee must have his or her Primary Account at a service outlet situated within the geographic district.
- ii. To represent District 6, a nominee may have his or her Primary Account at any service outlet of the Credit Union.
- iii. No person is eligible to be elected as a director of the Credit Union unless such person is nominated for the position from a District and the nomination is in accordance with these Bylaws.
- iv. A nominee must sign a nomination paper confirming that he or she consents to their nomination and qualifies under the eligibility requirements stipulated in the Act and Bylaws
- v. Nomination papers must be signed by the person nominated for the position of director (nominee) and be endorsed by the signatures of at least three members of the Credit Union who have accounts at a service outlet situated within the nominee's District.
- vi. The Credit Union shall advertise the opening and closing date for nominations for position of director which shall open at least 28 days before and close no later than 14 days before the start of the scheduled Voting Period. No nomination will be accepted after the closing date.
- vii. Nominations will not be accepted after the closing date.
- viii. The Board shall establish specific policies and procedures in connection with the nominating committee functions including establishing guidelines and criteria for determining suitable candidates based on skill, experience and attributes.

(d) Elections **

- i. Members holding their primary account in the following districts will elect directors as follows:
 1. District 1 members will elect one director
 2. District 2 members will elect two directors
 3. District 3 members will elect two directors

4. District 4 members will elect one director
 5. District 5 members will elect two directors
 6. District 6 members will elect four directors
- ii. With the exception of voting in District 6, a Credit Union member will only be entitled to vote for directors to represent the District which includes the service outlet at which they have their Primary Account.
 - iii. The Returning Officer will keep the lists of members eligible to vote in each District. Members shall vote in the location where they maintain their Primary Account. In the case where a member holds accounts in more than one location, the Returning Officer(s) may specify the location at which the member shall vote. Voting for directors will be conducted by secret ballot in the manner which is approved by the Board. The manner of voting may include but is not limited to voting polls, in branch voting, or electronically or by all such methods. If the Board authorizes electronic voting for directors a member may vote at a polling station within a credit union branch.
 - iv. Ballots may be cast at any service outlet of the Credit Union which is situated within the District for which the election is taking place.
 - v. Election of Directors will take place during the Voting Period.
 - vi. The Voting Period will be set annually by the Board.
 - vii. The Voting period will be not less than 7 days or more than 21 days in length and shall begin not more than 28 days or less than 7 days prior to the Annual Meeting.

4.3 Term of Office

- a) After expiry of the initial term, all directors shall be elected for a term of 3 years; unless a director is elected to fill a vacancy for an unexpired term.
- b) Where candidates are to be elected for varying terms, the candidates receiving the highest number of votes cast are to be declared elected for the longest or the longer term, as the case may be. Where two or more directors are elected by acclamation, lots will be drawn to determine the director to receive the longer term.
- c) A director who has served four, consecutive, three-year terms, shall not be eligible for re-election until one year has lapsed.

4.4 Removal of Directors

- a) Any director who, during his or her term of office, does not meet or maintain all the eligibility requirements as outlined in Section 4.2 (a) of these Bylaws ceases to be a director.
- b) A director who fails to attend a minimum number of 75% of meetings in a one year period or three consecutive meetings without good cause is disqualified to remain a director. The Board shall determine good cause.
- c) Any person removed from directorship by a 2/3 majority vote of the members or disqualified 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.

4.5 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 of Directors from time to time. The Board of Directors may also establish and pay reasonable annual or monthly retainer fees in addition to or in lieu of per diems.

SECTION 5 - VACANCIES

- 5.1 The Board may fill a vacancy on the Board until the next Annual Meeting, provided there is a quorum.

SECTION 6 – MEETINGS OF MEMBERS

6.1 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 President or any other officer designated by the Board shall preside over all meetings of the Credit Union and the Board.

6.2 Voting

Voting at a meeting conducted using telephone, electronic or other communication facilities shall be by secret ballot or by any other means that will identify the voter and vote cast to the returning officer appointed for such location.

6.3 Location

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

6.4 Meetings at More than One Location

For meetings at more than one location members should attend meetings and vote at the location where they have their Primary Account. Members may only vote once on any question. The returning officer will keep lists of members who are registered to vote at each location and may deny registration to any member who previously registered at another location.

6.5 Resolution for Meetings at More than One Location

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

6.6 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, 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.

6.7 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 elections;
- (b) Other business including presentment and debate of non-binding resolutions;

(c) Other specific agenda items (e.g. Amendment to Bylaws).

6.8 Notice of Meetings

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

6.9 Other Meetings

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

6.10 Quorum

The quorum at an annual or special meeting of members:

- (a) is 15 members entitled to vote; and
- (b) where the meeting is held at more than one location, is not less than 10 members who are entitled to vote at each location.

6.11 Voting on a Fundamental Change

- (a) Voting on a resolution respecting a Fundamental Change will be conducted by secret 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 Board authorizes electronic voting on a resolution to approve a Fundamental Change a member may vote at a polling station within a credit union branch.
- (c) 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, electronic or other communication facility and vote in person if participating in the meeting in person.
- (d) Each member is entitled to one 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 the next business day after the close of the Voting Period.
- (e) 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.

SECTION 7 – COMMITTEES

7.1 The Board may appoint any person to a committee.

SECTION 8 – MEMBERSHIP CERTIFICATE

8.1 Membership share certificates need not be issued to members.

SECTION 9 – SERVICES TO NON-MEMBERS

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

SECTION 10 – TERMINATION OF MEMBERS

- 10.1 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.

SECTION 11 – REDEMPTION OF MEMBERSHIP SHARES

- 11.1 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.
- 11.2 Where a member has a loan with the Credit Union, all shares and other interests shall be firstly applied to the repayment of the loan with any balance remaining to be paid to the member.

SECTION 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 credit union 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.

SECTION 13 – BUSINESS WITH THE CREDIT UNION

- 13.1 Members may do business with the credit union at any branch of the credit union and nothing in these Bylaws is intended to or shall be interpreted to restrict the member from conducting business at any branch.

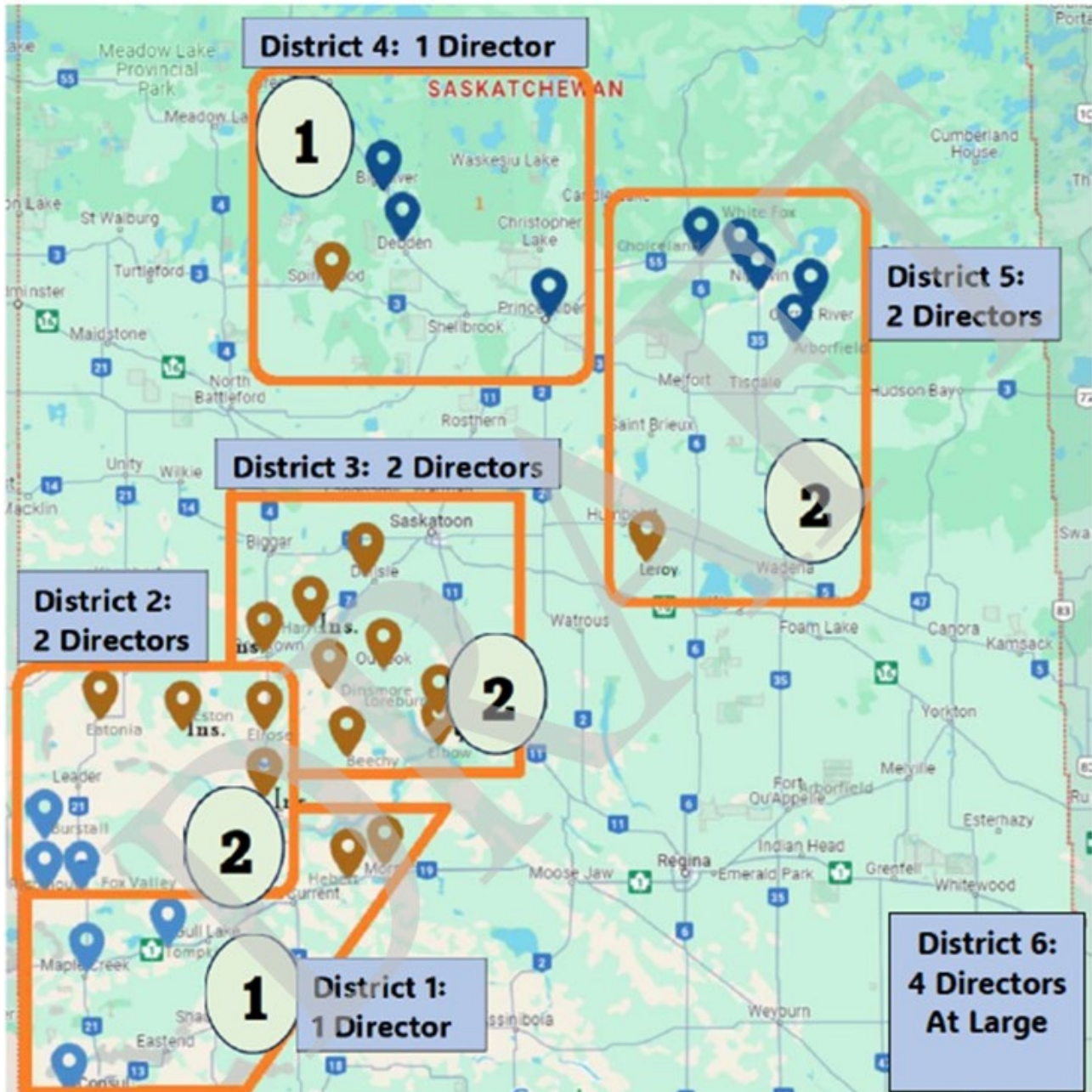
SECTION 14 – CHARGE AND SETOFF

- 14.1 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 members towards payment of such debt.

SECTION 15 – HEADINGS

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

Appendix A Map of Districts



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 PRAIRIE CENTRE CREDIT UNION (2006) LTD.,
DIAMOND NORTH CREDIT UNION,
AND
CYPRESS CREDIT UNION LIMITED

I, Blair Wingert, of the Town of Rosetown, in the Province of Saskatchewan, do hereby solemnly
declare:

1. That I am the Chief Executive Officer of Prairie Centre Credit Union (2006) Ltd. and as
such I have personal knowledge of the matters herein deposed to.
2. That the amalgamation of Prairie Centre Credit Union (2006) Ltd. and Diamond North
Credit Union, and Cypress Credit Union Limited is to be effective the 1st day of January,
2025.
3. That the amalgamated credit union will be designated _____ Credit Union Ltd.

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 Prairie Centre Credit Union (2006) Ltd., Diamond North Credit Union, and Cypress Credit Union Limited; 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 town of _____)
_____, in the Province of _____)
Saskatchewan, this _____ day of _____)
_____, 2024. _____)

Blair Wingert

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

DRAFT

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 PRAIRIE CENTRE CREDIT UNION (2006) LTD.,
DIAMOND NORTH CREDIT UNION,
AND
CYPRESS CREDIT UNION LIMITED

I, Colleen Harmatiuk, of the Town of Nipawin, in the Province of Saskatchewan, do hereby solemnly
declare:

6. That I am the Chief Executive Officer of Diamond North Credit Union and as such I have
personal knowledge of the matters herein deposed to.
7. That the amalgamation of Prairie Centre Credit Union (2006) Ltd. and Diamond North
Credit Union, and Cypress Credit Union Limited is to be effective the 1st day of January,
2025.
8. That the amalgamated credit union will be designated _____ Credit Union Ltd.

9. 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 \$

10. 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:

(e) the amalgamated credit union will be able to pay its liabilities as they become due;

(f) 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;

(g) that no creditor will be prejudiced by the amalgamation of Prairie Centre Credit Union (2006) Ltd., Diamond North Credit Union, and Cypress Credit Union Limited; and

(h) 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 town of _____)
_____, in the Province of _____)
Saskatchewan, this _____ day of _____)
_____, 2024. _____)

Colleen Harmatiuk

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

DRAFT

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 PRAIRIE CENTRE CREDIT UNION (2006) LTD.,
DIAMOND NORTH CREDIT UNION,
AND
CYPRESS CREDIT UNION LIMITED

I, Glen Goddard, of the Town of Maple Creek, in the Province of Saskatchewan, do hereby solemnly
declare:

11. That I am the Chief Executive Officer of Cypress Centre Credit Union Limited and as such
I have personal knowledge of the matters herein deposed to.

12. That the amalgamation of Prairie Centre Credit Union (2006) Ltd. and Diamond North
Credit Union, and Cypress Credit Union Limited is to be effective the 1st day of January,
2025.

13. That the amalgamated credit union will be designated _____ Credit Union Ltd.

14. 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 \$

15. 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:

(i) the amalgamated credit union will be able to pay its liabilities as they become due;

(j) 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;

(k) that no creditor will be prejudiced by the amalgamation of Prairie Centre Credit Union (2006) Ltd., Diamond North Credit Union, and Cypress Credit Union Limited; and

(l) 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 town of _____)
_____, in the Province of _____)
Saskatchewan, this ____ day of _____)
_____, 2024. _____)

Glen Goddard

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

DRAFT

Initial Notice of Directors and Officers
(Section 3.2(1) of the *Credit Union Regulations, 1999*)

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: | _____ |
| Title of Office held: | _____ |

2. Directors (for each)

| | |
|---|---|
| Name in full: | Kelly Bakeneć |
| Physical Address: | NE 28-17-25 W3 |
| Mailing address, if different from above: | PO Box 38, Fox Valley, SK, S0N 0V0 |
| Email address, if any: | kellybakeneć@gmail.com |
| Title of Office held: | Director |
| Is Director a Canadian Resident: | Yes |

Name in full: **Kevin Angerman**
Physical Address: **226 Main Street W, Mendham, SK, S0N 1P0**
Mailing address, if different from above: **PO Box 89, Mendham, SK S0N 1P0**
Email address, if any: **kclangerman@yourlink.ca**
Title of Office held: **Director**
Is Director a Canadian Resident: **Yes**

Name in full: **Norman McIntyre**
Physical Address: **SW 28-26-12 W3rd**
Mailing address, if different from above: **PO Box 55, Wiseton, SK, S0L 3M0**
Email address, if any: **norm.mcintyre@pccu.ca**
Title of Office held: **Director**
Is Director a Canadian Resident: **Yes**

Name in full: **Gregory Hannay**
Physical Address: **SW 29-29-16 W3rd**
Mailing address, if different from above: **PO Box 1704, Rosetown, SK, S0L 2V0**
Email address, if any: **greg.hannay@pccu.ca**
Title of Office held: **Director**
Is Director a Canadian Resident: **Yes**

Name in full: **Karen Sinclair**
Physical Address: **NW 14-28-14 W3rd**
Mailing address, if different from above: **PO Box 1555, Rosetown, SK, S0L 2V0**
Email address, if any: **karen.sinclair@pccu.ca**
Title of Office held: **Director**
Is Director a Canadian Resident: **Yes**

Name in full: **Christopher Warriner**
Physical Address: **SE 14-56-08 W3rd**
Mailing address, if different from above: **PO Box 425, Big River, SK, S0J 0E0**
Email address, if any: **c.warriner@sasktel.net**
Title of Office held: **Director**
Is Director a Canadian Resident: **Yes**

Name in full: **Kent Nickel**
Physical Address: **200 Watson Crescent, Nipawin, SK, S0E 1E0**
Mailing address, if different from above: **PO Box 3355, Nipawin, SK, S0E 1E0**
Email address, if any: **knickel@hotmail.ca**
Title of Office held: **Director**
Is Director a Canadian Resident: **Yes**

Name in full: **Gregory Pagan**
Physical Address: **NE 14-53-19 W2nd**
Mailing address, if different from above: **PO Box 118, Snowden, SK, S0J 2K0**
Email address, if any: **gcpagan@yahoo.com**
Title of Office held: **Director**
Is Director a Canadian Resident: **Yes**

Name in full: **Barry Elderkin**
Physical Address: **3 Chartwell Place SE, Medicine Hat, AB, T2B 0E2**
Mailing address, if different from above:
Email address, if any: **b.elderkin@sasktel.net**
Title of Office held: **Director**
Is Director a Canadian Resident: **Yes**

Name in full: **Charissa Bosch**
Physical Address: **115 1st Street E, Fox Valley, SK, S0N 0V0**
Mailing address, if different from above: **PO Box 57, Fox Valley, SK, S0N 0V0**
Email address, if any: **cmbosch@sasktel.net**
Title of Office held: **Director**
Is Director a Canadian Resident: **Yes**

Name in full: **Evan Sjovold**
Physical Address: **SE 30-28-08 W3rd**
Mailing address, if different from above: **PO Box 801, Outlook, SK, S0L 2N0**
Email address, if any: **evan.sjovold@pccu.ca**
Title of Office held: **Director**
Is Director a Canadian Resident: **Yes**

Name in full: **Leslee Serack**
Physical Address: **500 2nd Street E, Nipawin, SK, S0E 1E0**
Mailing address, if different from above: **PO Box 2917, Nipawin, SK, S0E 1E0**
Email address, if any: **lesleeserack@gmail.com**
Title of Office held: **Director**
Is Director a Canadian Resident: **Yes**

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

Name: **Perry D. Erhardt, K.C.**
Contact information: **1000 – 2002 Victoria Avenue, Regina, SK, S4P 0R7**
perhardt@owzw.com; 306-347-2137

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: _____

Date: _____, 2024

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

1. Name of Credit Union:
_____ **Credit Union Ltd.**
2. Address of registered office:
120 2nd Avenue West, Rosetown, Saskatchewan, S0L 2V0
3. Mailing address, including postal code:
P.O. Box 940, Rosetown, Saskatchewan, S0L 2V0
4. Email address of the Credit Union:
5. Effective date:
January 1st, 2025
6. Name of municipality in which registered office is located:
Town of Rosetown
7. Name and contact information of individual submitting the Notice of Registered Office:
Name: Blair Wingert
Contact Information: blair.wingert@pccu.ca; 306-882-5562

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: _____

Title: Chief Executive Officer _____