

Ganaraska Credit Union By-laws

Ganaraska Credit Union By-laws
Effective: April 12, 2023

By-laws relating generally to the conduct of the affairs of Ganaraska Credit Union Ltd.

Contents

1.	Interpretation	2
2.	Bond of Association.....	3
3.	Membership.....	3
4.	Business of the Credit Union.....	5
5.	Directors.....	6
6.	Committees.....	8
7.	Officers.....	9
8.	Meetings of Members	11
9.	Protection of Directors, Officers, and Others.....	13
10.	Shares	14
11.	Dividends, Rights, and Patronage Returns.....	16
12.	Meetings of Shareholders.....	18
13.	Lending	22
14.	Information Available to Members and Shareholders.....	22
15.	Notices	23
16.	Effective Date.....	25

NOW THEREFOR BE IT ENACTED, AND IT IS HEREBY ENACTED, as a By-law of Ganaraska Credit Union Limited (hereinafter called the “Credit Union”) as follows.

By-law 1 — Interpretation

1.1 Definitions – In these By-laws, unless the context otherwise requires:

- a) “Act” means the *Credit Unions and Caisses Populaires Act, 2020*, and the regulations and guidelines made pursuant thereto, as from time to time amended, and every statute that may be substituted therefor and, in the case of such substitution, any reference in the By-laws of the Credit Union to provisions of the *Act* shall be read as references to the substituted provisions therefor in the new statute or statutes;
- b) “Articles” means the articles of incorporation or other instrument by which the Credit Union is incorporated;
- c) “Board” means the board of directors of the Credit Union;
- d) “By-laws” means these by-laws and all other by-laws of the Credit Union from time to time in force and effect;
- e) “Committee” means a Committee of the Board;
- f) “Non-business” day means Saturday, Sunday, and any other day that is a holiday as defined in the *Interpretation Act* (Ontario);
- g) “Recorded Address” means, in the case of a member or shareholder, the member’s address as recorded in the members or securities register, and in the case of joint members or shareholders, the address appearing in the members or securities register in respect of such joint holding or the first address so appearing if there is more than 1, and in the case of a director, officer, auditor, or member of a Committee, the member’s latest address as recorded in the records of the Credit Union;
- h) “Shares” means membership shares and any other share issued by the Credit Union unless a form of share is specifically excluded in the By-laws or the context otherwise requires;
- i) “Signing Officer” means, in relation to any instrument, any person authorized to sign the same on behalf of the Credit Union by Section 3.3 or by a resolution passed pursuant thereto.

All terms contained in the By-laws and which are defined in the *Act* shall have the meanings given to such terms in the *Act*.

1.2 Gender, Plural, etc. – In these By-laws, the singular shall include the plural and the plural shall include the singular; and the word “person” shall include individuals,

bodies corporate, corporations, cooperatives, companies, partnerships, syndicates, trusts, unincorporated organizations, and any number or aggregate of persons.

By-law 2 — Bond Of Association

- 2.1** The Credit Union's bond of association exists between persons or entities who reside or are employed within the boundaries of the Province of Ontario.

By-law 3 — Membership

- 3.1 Membership Qualifications** — Membership in the Credit Union shall be limited to:

- a) persons or entities that come within the Credit Union's bond of association;
- b) related persons or entities of such members qualifying under any clause in this Section 3.1 and the *Act*;
- c) employees of the Credit Union;
- d) a person or entity, approved by the Board, not otherwise qualifying for membership under the Credit Union's bond of association as long as the aggregate number of such members does not exceed 3% of the number of members of the Credit Union;
- e) a person or entity who originally qualified for and became a member under clauses a), b), or c) above and who no longer qualifies under clauses a), b), or c) above; and
- f) any unincorporated association, corporation, partnership, or government agency that is eligible for membership under the provisions of the *Act*.

- 3.2 Members Under 18 Years of Age** – A person under 18 years of age may, if the person otherwise qualifies as a member of the Credit Union under the *Act* and these By-laws, become a member of the Credit Union, subject to the following restrictions:

- a) a member under 18 years of age is not entitled to vote on any matter a member would be entitled to vote on;
- [b) any borrowing restrictions; and]
- c) any other restriction set out in the *Act* or these By-laws

- 3.3 Membership Application** – Application for membership shall be made in writing, and the Board may from time to time specify the form of such application.

- 3.4 Membership Shares** – No person shall become a member of the Credit Union until the person has fully paid for one fifty dollar (\$50.00) membership share of the Credit Union, and that person's application for membership has been approved by the Board

or by an employee authorized by resolution of the Board to approve such applications on its behalf.

- 3.5 Number of Membership Shares** – The maximum number of membership shares the Credit Union may issue to a member is the sum of the minimum number of membership shares that member must hold, pursuant to Section 3.4, and the number of membership shares that would be issued by the Credit Union for an additional consideration of \$1,000, as determined at the time the membership shares are issued. Membership Shares are restricted with respect to their redemption. Total redemptions approved in any given fiscal year may not exceed an amount equal to 10% of the total Membership Shares outstanding at the end of the previous fiscal year.
- 3.6 Suspension** – A member that ceases to hold the minimum number of membership shares required by Section 3.4 may not exercise any rights a member may exercise under these By-laws or the *Act*.
- 3.7 Expulsion** – Subject to Section 3.8, a member may be expelled from membership, by a resolution passed at a meeting of the Board, for failing to:
- a) hold the required number of membership shares in the Credit Union;
 - b) abide by the Credit Union’s By-laws; or
 - c) repay indebtedness to the Credit Union.
- 3.8 Member Rights** – Prior to resolving to expel a member, the Credit Union must provide the member the following rights:
- a) 10 days’ advance notice of the meeting where such resolution is to be considered, personally or by prepaid mail addressed to the member at the member’s Recorded Address;
 - b) to attend such meeting, to make submissions at that meeting, and to be represented by a person authorized under the *Law Society Act*;
 - c) to appeal the decision of the Board at the next general meeting of the members; and
 - d) to be reinstated as a member of the credit union if, at the next general meeting, the members, by a majority of the votes cast at the meeting, set aside the resolution of the Board expelling the member.
- 3.9 Procedures on Appeal** – A member who wants to appeal the member’s expulsion, in accordance with Section 3.8 c), must give written notice to the Board of the member’s intention to appeal within 21 days of receiving notice of expulsion.
- 3.10 Written Appeal** – A member appealing the member’s expulsion may make written representations no more than 2,000 words in length. The Credit Union shall make

available, for its members' review, any such written representations at the head office and each of the branches of the Credit Union.

- 3.11 Withdrawal** – Where a member wishes to withdraw from the Credit Union the member shall give notice in writing of intention to withdraw to the Board.
- 3.12 Payment Out upon Withdrawal or Expulsion** – Upon the withdrawal of a member under Section 3.11 or the expulsion of a member under Section 3.7, and subject to section 62(3) of the *Act*, the Credit Union shall, after deduction of all amounts due from the member to the Credit Union, remit the balance of the member's shares and deposits to such member within 90 days of the member's giving notice of the member's intention to withdraw or the date of the resolution expelling the member.
- 3.13 Language** – The Credit Union's language of operation shall be English.
- 3.14 Records** – Each member is entitled to a statement or other record specifying the amount paid upon shares, deposits, and loans by the member.

By-law 4 — Business of the Credit Union

- 4.1 Corporate Seal** – The Credit Union may have a corporate seal, which shall be adopted and may be changed by resolution of the Board.
- 4.2 Execution of Instruments** – Contracts, documents, or instruments in writing requiring the signature of the Credit Union may be signed on behalf of the Credit Union by any 2 officers or directors, and instruments in writing so signed shall be binding upon the Credit Union without any further authorization or formality. The Board shall have power from time to time by resolution to appoint any officer or officers or any person or persons on behalf of the Credit Union either to sign contracts, documents, and instruments in writing generally or to sign specific contracts, documents, or instruments in writing.

The seal of the Credit Union may when required be affixed to contracts, documents, and instruments in writing signed as aforesaid or by any officer or officers, person or persons, appointed as aforesaid by resolution of the Board.

The term "contracts, documents, or instruments in writing" as used in these By-laws shall include deeds, mortgages, hypothecs, charges, conveyances, transfers and assignments of property, real or personal, movable or immoveable, agreements, releases, receipts and discharges for the payment of money or other obligations, conveyances, transfers and assignments of shares, share warrants, stocks, bonds, debentures, notes or other securities, and all paper writings.

The signature or signatures of the Chair of the Board (if any), a Vice-Chair, the Secretary, the Treasurer, an Assistant Secretary, an Assistant Treasurer, or any director of the Credit Union, and/or any other officer or officers, person or persons, appointed as aforesaid by resolution of the board may, if specifically authorized by resolution of the directors, be printed, engraved, lithographed, or otherwise

reproduced upon contracts, documents, or instruments in writing or bonds, debentures, notes, or other securities of the Credit Union executed or issued by or on behalf of the Credit Union, and all contracts, documents, or instruments in writing or bonds, debentures, notes, or other securities of the Credit Union upon which the signature or signatures of any of the foregoing officers or directors or persons authorized as aforesaid shall be so reproduced pursuant to special authorization by resolution of the Board, shall be deemed to have been manually signed by such officers or directors or persons whose signature or signatures is or are so reproduced, and shall be as valid to all intents and purposes as if they had been signed manually and notwithstanding that the officers or directors or persons whose signature or signatures is or are so reproduced may have ceased to hold office at the date of the delivery or issue of such contracts, documents, or instruments in writing or bonds, debentures, notes, or other securities of the Credit Union.

4.3 Banking Arrangements – Subject to Section 4.4 and the *Act*, the banking business of the Credit Union, or any part thereof, including, without limitation, the borrowing of money and, subject to the *Act*, the giving of security therefore, shall be transacted with Central 1 Credit Union and such banks, trust companies, or other bodies corporate or organizations as may from time to time be designated by or under the authority of the Board. Such banking business or any part thereof shall be transacted under such agreements, instructions, and delegations of power as the Board may from time to time by resolution prescribe or authorize.

4.4 Borrowing – The Credit Union shall be authorized to borrow money on the credit of the Credit Union at such rates of interest and on such conditions as the board may determine, provided that the Credit Union shall not borrow in the aggregate an amount exceeding the limits prescribed by the *Act*.

By-law 5 — Directors

5.1 Number of Directors and Quorum – The number of directors of the Credit Union shall be nine. The quorum for the transaction of business at any meeting of the Board shall be a majority of the number of directors then in office, and/or such greater number of directors as the Board may from time to time by resolution determine.

5.2 Qualification – No person shall be qualified for election as a director if the person is not a natural person, is less than 18 years of age, or is not a member of the Credit Union, and every director shall be a Canadian citizen or a person lawfully admitted to Canada for permanent residency who is ordinarily resident in Canada. No person who is disqualified under the *Act* shall be qualified for election as a director.

5.3 Election and Term – At every annual general meeting of the Credit Union, after the first election of the Board, an election shall be held to fill the places of directors whose terms of office have expired, and the members so elected shall hold office for 3 years, or until their successors in office are elected or appointed.

- 5.4 Disclosure of Interest** – Prior to each election to be held pursuant to Section 5.3, the Board shall make available, with the notice of the annual general meeting sent to each member, a copy of every candidate for a director position’s disclosure made pursuant to sections 94.1 and 146 of the *Act*.
- 5.5 Maximum Number of Terms** – A director shall serve for no more than 4 consecutive 3 year terms.
- 5.6 Removal of Directors by Members** – Subject to the provisions of the *Act*, the members may, by special resolution passed at a meeting specially called for such purpose, remove any director from office, and the vacancy created by such removal shall be filled at the same meeting.
- 5.7 Vacation of Office** – A director ceases to hold office when the director dies, resigns, becomes disqualified pursuant to the *Act*, is removed from office by the members or the Superintendent of Financial Services in accordance with the *Act*, or the director’s term expires.
- 5.8 Action by the Board** – The Board shall manage or supervise the management of the business and affairs of the Credit Union. Subject to Section 5.10, the powers of the Board may be exercised at a meeting at which a quorum is present. Where there is a vacancy in the Board, the remaining directors may exercise all the powers of the Board so long as a quorum of the Board remains in office.
- 5.9 Vacancies** – Subject to the *Act*, a quorum of the Board may fill a vacancy in the Board by appointing a qualified individual to serve until the next annual meeting of members of the Credit Union. In the absence of a quorum of the Board, the directors then in office shall forthwith call a special meeting of members to fill the vacancy. If the directors then in office fail to call such meeting or if there are no directors then in office, any member may call the meeting.
- 5.10 Remote Meetings** - A director may participate in and vote at a meeting of the Board or of a Committee by means of such telephone, electronic or other communications facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and a director participating in such a meeting by such means is deemed to be present at the meeting.
- 5.11 Place of Meeting** – In-person meetings of the Board may be held at any place within Ontario. Remote meetings of the Board shall be deemed to be held in Ontario.
- 5.12 Calling of Meetings** – Subject to the *Act*, meetings of the Board shall be held from time to time, but no less than quarterly, on such day and at such time and at such place as the Board, the Chair of the Board, a Vice-Chair, or any 2 directors may determine, and the Secretary, when directed by the Board, the Chair of the Board, a Vice-Chair, or any 2 directors, shall convene a meeting of the Board.
- 5.13 Regular Meetings** – The Board may appoint a day or days in any month or months for regular meetings of the Board, at a place and time to be named. A copy of any

resolution of the Board fixing the place and time of such regular meetings shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting except where the *Act* requires the purpose thereof or the business to be transacted thereat to be specified.

- 5.14 Notice of Meeting** – Notice of the date, time, and place of each meeting of the Board shall be given in the manner provided in Section 15.1 to each director not less than 48 hours (exclusive of any part of a Non-business day) before the time when the meeting is to be held. A notice of a meeting of directors need not specify the purpose of or the business to be transacted at the meeting except where the *Act* requires such purpose or business to be specified. A director may in any manner waive notice of or otherwise consent to a meeting of the Board.
- 5.15 First Meeting of New Board** – Provided a quorum of directors is present, each newly elected Board may without notice hold its first meeting immediately following the meeting of members at which such Board is elected.
- 5.16 Adjourned Meeting** – Notice of an adjourned meeting of the Board is not required if the time and place of the adjourned meeting is announced at the original meeting.
- 5.17 Votes to Govern** – At all meetings of the Board, every question shall be decided by a majority of the votes cast on the question, except where the *Act* requires otherwise. In case of an equality of votes, the chair of the meeting shall not be entitled to a second or casting vote.
- 5.18 Remuneration and Expenses** – The directors shall be paid such remuneration for their services as the Board may from time to time determine. The directors shall also be entitled to be reimbursed for travelling and other expenses properly incurred by them in attending meetings of the members, shareholders, the board, or any Committee thereof, or otherwise in the performance of their duties.

By-law 6 — Committees

- 6.1 Audit Committee** – The Board shall elect annually, at its first meeting after the annual meeting of the Credit Union, an Audit Committee to be composed of at least 3 members of the Board. The audit Committee shall have the powers and duties provided in the *Act*.
- 6.2 Other Committees** – In addition to the Audit Committee, the Board may elect from among its numbers 1 or more other Committees, however designated, and delegate to such Committees any of the powers of the board, except those which, under the *Act*, a Committee has no authority to exercise.
- 6.3 Term of Office of Members of Other Committees** – Members of Committees, other than the Audit Committee, serve at the pleasure of the Board.
- 6.4 Transaction of Business** – The powers of a Committee may be exercised by a meeting at which a quorum is present.

- 6.5 Procedures** – Subject to these By-laws and unless otherwise determined by the Board, each Committee shall have power to fix its quorum at not less than a majority of its members, to elect its Chair, and to regulate its procedures.
- 6.6 Remuneration** – Committee members shall be paid such remuneration for their services as the Board may from time to time determine.

By-law 7 — Officers

- 7.1 Appointment** – The Board shall appoint a Chair of the Board, a Chief Executive Officer, and a Corporate Secretary, and may appoint, from time to time, 1 or more Vice-Chairs (to which title may be added words indicating seniority or function), a Treasurer, and such other officers as the Board may determine, including 1 or more assistants to any of the officers so appointed. The Board may specify the duties of and, in accordance with these By-laws and subject to the provisions of the *Act*, delegate to such officers powers to manage the business and affairs of the Credit Union. Subject to Section 7.2, an officer may but need not be a director, and 1 person may hold more than 1 office. All officers shall sign such contracts, documents, or instruments in writing as require their respective signatures. In the case of the absence or the inability or refusal to act of any officer, or for any other reason that the Board may deem sufficient, the Board may delegate all or any of the powers of such officer to any other officer, or to any director for the time being.
- 7.2 Chair of the Board** – The Chair of the Board shall be a director and shall, when present, preside at all meetings of the Board and Committees other than the Audit Committee. The Chair of the Board shall be vested with and may exercise such powers and shall perform such other duties as may from time to time be assigned to The Chair of the Board by the Board. During the absence or the inability or refusal to act of the Chair of the Board, the Chair of the Board's duties shall be performed and the Chair of the Board's powers exercised by the Vice-Chair.
- 7.3 Term of the Chair of the Board** – The Chair of the Board shall serve for a 1-year term. The Chair of the Board may serve for no more than 3 consecutive terms.
- 7.4 Vice-Chair** – Each Vice-Chair shall have such powers and duties as the Board or the Chair of the Board may specify. The Vice-Chair or, if more than 1, the Vice-Chair designated from time to time by the Board or by the Chair of the Board, shall be vested with all the powers and shall perform all the duties of the Chair of the Board in the absence or the inability or refusal to act of the Chair of the Board, provided, however, that a Vice-Chair who is not a director shall not preside as Chair of the Board at any meeting of the Board, and that a Vice-Chair who is not a director and shareholder shall not preside as chair at any meeting of members or shareholders.
- 7.5 Chief Executive Officer** – The Chief Executive Officer shall or shall cause to be carried out the strategic plans and policies as established by the Board and shall have such other powers and duties as the Board may specify.

- 7.6 Corporate Secretary** – The Corporate Secretary shall give or cause to be given, as and when instructed, all notices to members, shareholders, directors, officers, auditors, and members of Committees; the Corporate Secretary shall be the custodian of all books, papers, records, documents, and instruments belonging to the Credit Union, except when some other officer or agent has been appointed for that purpose; the Corporate Secretary shall ensure that the records of the By-laws and the minutes of meetings of the Board are kept up to date; and the Corporate Secretary shall have such other powers and duties as the Board may specify.
- 7.7 Treasurer** – The Treasurer shall keep proper accounting records in compliance with the *Act*, and shall be responsible for the deposit of money, the safekeeping of securities, and the disbursement of the funds of the Credit Union; the Treasurer shall render to the Board whenever required an account of all the Treasurer’s transactions as Treasurer and of the financial position of the Credit Union; and the Treasurer shall have such other powers and duties as the Board may specify. Unless and until the Board designates any other officer of the Credit Union to be the Chief Financial Officer of the Credit Union, the Treasurer shall be the Chief Financial Officer of the Credit Union.
- 7.8 Powers and Duties of Other Officers** – The powers and duties of all other officers shall be such as the terms of their engagement call for or as the Board may specify. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the Board otherwise directs.
- 7.9 Variation of Powers and Duties** – The Board may, from time to time and subject to the provisions of the *Act*, vary, add to, or limit the powers and duties of any officer.
- 7.10 Term of Office** – The Board, in its discretion, may remove any officer of the Credit Union from the officer’s office with or without cause, without prejudice to such officer’s rights under any employment contract. Otherwise each officer appointed by the Board shall hold office until the officer’s successor is appointed, or until the earlier of the officer’s resignation, retirement, or death.
- 7.11 Terms of Employment and Remuneration** – The terms of employment and the remuneration of an officer appointed by the Board shall be settled by it from time to time. The fact that any officer or employee is a shareholder of the Credit Union shall not disqualify the person from receiving such remuneration as may be so determined.
- 7.12 Conflict of Interest** – An officer shall disclose the officer’s interest in any material contract or transaction, or proposed material contract or transaction, with the Credit Union, in accordance with section 146 of the *Act*.
- 7.13 Agents and Attorneys** – The Board shall have power from time to time to appoint agents or attorneys for the Credit Union in or outside Canada with such power of management or otherwise (including the powers to subdelegate) as may be thought fit.

- 7.14 Fidelity Bonds** – Subject to the *Act*, the Board shall require certain directors, officers, employees, and agents of the Credit Union to furnish bonds for the faithful discharge of their powers and duties, in such form and with such surety as the Board may from time to time determine.

By-law 8 — Meetings of Members

- 8.1 Annual Meeting** – The annual meeting of the Credit Union shall be held within 120 days following the fiscal year-end, at such time and such place, within the province of Ontario, as determined by the Board.
- 8.2 Order of Business at an Annual Meeting** – The order of business at annual meetings of the Credit Union shall be as follows:
- a) roll call or registration of members;
 - b) adoption of the minutes of the last meeting;
 - c) report of the Board of Directors;
 - d) report of the Treasurer on the financial statements;
 - e) report of the Audit Committee;
 - f) report of the auditor;
 - h) unfinished business;
 - (i) new business, including elections; and
 - (j) adjournment.
- 8.3 Notice of Meeting** – Notice of all meetings of the Credit Union shall be given by the Corporate Secretary, who shall, not later than 10 days before the date of the meeting or earlier than 50 days before the date of the meeting, give notice of the meeting to each member of the Credit Union who on the record date for notice appears on the records of the Credit Union as a member, by posting a notice of the meeting in each office of the Credit Union and either:
- a) sending the notice by prepaid mail to the Recorded Address of the member;
 - b) delivering the notice to the place of employment of the member; or
 - c) publishing the notice in a newspaper that is circulated in the community in which the head office of the Credit Union is situated.
- 8.4 Record Date** – The Board may fix in advance a date, preceding the date of any meeting of members by no more than 50 days and no less than 10 days, as a record date for the determination of the members entitled to notice of the meeting, provided

that notice of such record date shall be given not less than 7 days before such record date by newspaper advertisement. If no record date is fixed, the record date for determining the members entitled to notice of the meeting shall be at the close of business on the day immediately preceding the day on which the notice is given.

- 8.5 Accidental Omission** – Where notice of a meeting is received generally by the members of the Credit Union, the accidental omission to give notice to any member thereof, or the non-receipt of the notice by any member thereof, shall not invalidate any resolution passed or any proceedings taken at the meeting.

The notice of an annual meeting shall specify that copies of the audited financial statements and the reports of the audit committee and the auditor will be available for inspection at the meeting and at the offices of the Credit Union and electronically at least 10 days before the date of the meeting.

- 8.6 Quorum** – At all meetings of the members of the Credit Union 25 members shall constitute a quorum, but, if no quorum is present, the presiding officer of the meeting shall adjourn the meeting to a date not less than 7, or more than 15, days thereafter, and the decision of the adjourned meeting shall be binding upon the Credit Union, regardless of the number of members then present, provided that notice of the adjourned meeting shall be given by the Corporate Secretary in the manner herein provided, at least 7 days prior to the date of the adjourned meeting.

- 8.7 New Business** – At all meetings of the members of the Credit Union, only the business stated in the notice calling such meeting may be transacted. In particular and without limiting the generality of the foregoing, due notice shall be given of any proposed By-law amendments.

- 8.8 Methods of Voting** – Every member who receives notice of the meeting of members shall be entitled to 1 vote thereat. The Board may set by resolution the method(s) and conditions by which voting shall be carried out, including in person, by mail, by telephone or electronic means, or by any combination of the same, and votes shall be counted.

8.9 Joint Members

- a) Where 2 or more persons hold the same share or shares jointly, any 1 of such persons present at a meeting of members has the right, in the absence of the other or others, to vote in respect of such share or shares, but, if more than 1 of such persons are present, they shall vote together as one on the share or shares jointly held by them.
- b) 2 or more persons jointly holding enough membership shares to entitle each of them to be a member in the member's own right are all considered as separate members.

- 8.10 Proxies** – A member of the Credit Union which is Her Majesty the Queen, a corporation, a partnership, or an unincorporated association shall only cast its vote as

a member through a written proxy produced at the meeting, signed by the president or other head officer or by the vice-president or secretary or treasurer of such entity, and appointing some 1 or more persons to vote on its behalf. Any person so appointed need not be a member of the Credit Union. Any such proxy shall cease to be valid after the expiration of 1 year from its date or the end of any meeting for which it was expressly granted, whichever is earlier.

8.11 Proposals – Upon receipt of a proposal from a member to raise an issue at the annual meeting and a request that a statement in relation to that issue be attached to the notice of meeting, the Board shall, within 10 days of its receipt, meet to consider whether or not the proposal is to be included in the notice of meeting, and, where the Board refuses to include the proposal in the notice of meeting, the Chair of the Board shall notify the member who submitted it of the refusal, and give reasons therefore.

8.12 Requisitions – Upon the written request of 5% of the members stating the general nature of the business to be presented at the meeting, the Board shall call a general meeting of the Credit Union for the transaction of that business not later than 21 days from the date the written request was deposited at the head office, and such meeting shall be held within 60 days from the date of the deposit of the request.

8.13 Remote Meetings – A membership meeting may, if the Board determines to do so, and pursuant to such conditions, rules and procedures which may be approved by the Board, be held by telephone or electronic means. A member who, by such means, votes at the meeting or establishes a communications link to the meeting shall be deemed for all purposes, including, without limiting the generality of the foregoing, the calculation of quorum pursuant to section 8.6 hereof, to have been present at the meeting. A remote meeting may be: a fully electronic meeting in which persons are entitled to participate solely by telephone or other electronic means; or a partially electronic meeting in which persons are entitled to participate in person or by telephone or other electronic means, provided that all persons attending the meeting are able to participate in it, whether by telephone, by other electronic means or, if applicable, in person. Notwithstanding section 8.1, if a remote meeting of members is a fully electronic meeting: the meeting is not required to have a physical location; any notice of the meeting is not required to specify a location for the meeting; and the meeting is deemed to be held in Ontario.

By-law 9 — Protection of Directors, Officers, and Others

9.1 Submission of Contracts or Transactions to Shareholders for Approval – The Board in its discretion may submit any contract, act, or transaction for approval, ratification, or confirmation at any meeting of the members or shareholders called for the purpose of considering the same, and any contract, act, or transaction that shall be approved, ratified, or confirmed by a resolution passed by a majority of the votes cast at any such meeting (unless any different or additional requirement is imposed by the *Act* or by the Credit Union's Articles or any other By-law) shall be as valid and as binding upon the Credit Union and upon all the members and shareholders as if it had

been approved, ratified, or confirmed by every member or shareholder of the Credit Union.

9.2 Indemnity – Subject to the limitations contained in the *Act*, the Credit Union shall indemnify a director, officer, or Committee member, a former director, officer, or Committee member, or a person who acts or acted at the Credit Union’s request as a director or officer of a body corporate of which the Credit Union is or was a member, shareholder, or creditor, and the person’s heirs and legal representatives, against all costs, charges, and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the person in respect of any civil, criminal, or administrative action or proceeding to which the person is made a party by reason of being or having been a director or officer of the Credit Union or such body corporate, if:

- a) the person acted honestly and in good faith with a view to the best interest of the Credit Union; and
- b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the person had reasonable grounds for believing that the person’s conduct was lawful.

The Credit Union shall also indemnify such a person in such other circumstances as the *Act* permits or requires.

9.3 Insurance – Subject to the *Act*, the Credit Union may purchase and maintain insurance for the benefit of any person referred to in Section 9.2, against such liabilities and in such amounts as the board may from time to time determine.

By-law 10 — Shares

10.1 Patronage Shares – The Board may provide for a class of shares of the Credit Union, known as patronage shares, to be payable to members in accordance with the *Act*. Sections 10.3, 10.4, 10.5, and 10.6 do not apply to patronage shares.

10.2 Membership Shares – The provisions of this By-law 10 do not apply to membership shares.

10.3 Allotment – Subject to the *Act*, the Board may from time to time allot or grant options to purchase the whole or any part of the authorized and unissued shares of the Credit Union at such times and to such persons and for such consideration as the Board shall determine, provided that no share shall be issued until it is fully paid as provided by the *Act*.

10.4 Commissions – Subject to the *Act*, the Board may from time to time authorize the Credit Union to pay a reasonable commission to any person in consideration of the person’s purchasing or agreeing to purchase shares of the Credit Union, whether from the Credit Union or from any other person, or procuring or agreeing to procure purchasers for any such shares.

10.5 Registration of Transfers – Subject to the provisions of the *Act*, no transfer of shares shall be registered in a securities register except upon presentation of the certificate representing such shares, with an endorsement which complies with the *Act* made thereon or delivered therewith, duly executed by an appropriate person as provided by the *Act*, together with such reasonable assurance that the endorsement is genuine and effective as the board may from time to time prescribe, upon payment of all applicable taxes and any fees prescribed by the board, upon compliance with such restrictions on transfer as are authorized by the Articles, and upon satisfaction of any lien referred to in section 10.7.

10.6 Transfer Agents and Registrars – The Board may from time to time appoint 1 or more agents to maintain, in respect of each class of securities of the Credit Union issued by it in registered form, a securities register and 1 or more branch securities registers. Such a person may be designated as transfer agent and registrar according to the person's functions, and 1 person may be designated both registrar and transfer agent. The Board may at any time terminate such appointment.

10.7 Lien for Indebtedness – The Credit Union shall have a lien on any share registered in the name of a shareholder or the shareholder's legal representatives for a debt of that shareholder to the Credit Union, provided that, if the shares of the Credit Union are listed on a stock exchange recognized by the Ontario Securities Commission, the Credit Union shall not have such lien. The Credit Union may enforce any lien that it has on shares registered in the name of a shareholder indebted to the Credit Union by the sale of the shares thereby affected, or by any other action, suit, remedy, or proceeding authorized or permitted by law, and, pending such enforcement, the Credit Union may refuse to register a transfer of the whole or any part of such shares.

10.8 Non-recognition of Trusts – Subject to the provisions of the *Act*, the Credit Union may treat the person in whose name the share is registered in the securities register as if that person had full legal capacity and authority to exercise all rights of ownership regarding such share, irrespective of any indication to the contrary through knowledge or notice or description in the Credit Union's records or on the share certificate.

10.9 Share Certificates

a) The Credit Union shall not issue certificates for membership shares, provided that a member shall be entitled to a statement of the number of membership shares held by the member upon request.

b) Subject to clause a) hereof, every holder of 1 or more shares of the Credit Union shall be entitled, at the holder's option, to a share certificate, or to a non-transferable written acknowledgement of the holder's right to obtain a share certificate, stating the number and class or series of shares held by the holder as shown on the securities register. Share certificates and acknowledgements of a shareholder's right to a share certificate, respectively, shall be in such form as the Board shall from time to time approve. Any share

certificate shall be signed in accordance with Section 4.2, and need not be under the corporate seal, provided that, unless the Board otherwise determines, certificates representing shares in respect of which a transfer agent and/or registrar has been appointed shall not be valid unless countersigned by or on behalf of such transfer agent and/or registrar. The signature of 1 of the signing officers or, in the case of share certificates which are not valid unless countersigned by or on behalf of a transfer agent and/or registrar, the signatures of both signing officers, may be printed or mechanically reproduced in facsimile upon share certificates, and every such facsimile signature shall for all purposes be deemed to be the signature of the officer whose signature it reproduces and shall be binding upon the Credit Union. A share certificate executed as aforesaid shall be valid notwithstanding that 1 or both of the officers whose facsimile signature appears thereon no longer holds office at the date of issue of the certificate.

10.10 Replacement of Share Certificates – The Board or any officer or agent designated by the Board may in its discretion direct the issue of a new share certificate in lieu of and upon cancellation of a share certificate that has been mutilated, or in substitution for a share certificate claimed to have been lost, destroyed, or wrongfully taken, on payment of such fee and on such terms as to indemnity, reimbursement of expenses and evidence of loss and of title as the Board may from time to time prescribe, whether generally or in any particular case.

10.11 Joint Shareholders – If 2 or more persons are registered as joint holders of any share, the Credit Union shall not be bound to issue more than 1 certificate in respect thereof, and delivery of such certificate to 1 of such persons shall be sufficient delivery to all of them. Any 1 of such persons may give effectual receipts for the certificate issued in respect thereof or for any dividend, bonus, return of capital, or other money payable or warrant issuable in respect of such shares.

10.12 Deceased Shareholders – In the event of the death of a holder, or of 1 of the joint holders, of any share, the Credit Union shall not be required to make any entry in the securities register in respect thereof, or to make payment of any dividends thereon, except upon production of all such documents as may be required by law and upon compliance with the reasonable requirements of the Credit Union and its transfer agents.

10.13 Purchase or Redemption of Shares – Subject to the special rights and restrictions attached to any class or series of shares, the *Act*, and the Articles, the Credit Union may, if it is authorized to do so by the Board, purchase, redeem or otherwise acquire any of its shares. The Credit Union, before it purchases or redeems any of its shares, is not obliged to make an offer to every shareholder or any of them who holds shares of the class or series of shares to be purchased or redeemed or to purchase or redeem rateably from those shareholders or any of them the number of shares of that class or series of shares that the Credit Union wishes to purchase or redeem.

By-law 11 — Dividends, Rights, and Patronage Returns

- 11.1 Dividends** – Subject to the provisions of the *Act*, the Board may from time to time declare dividends. Dividends shall be paid in accordance with the *Act*.
- 11.2 Dividend Cheques** – A dividend payable in cash may be paid by cheque drawn on the Credit Union’s bankers or 1 of them, to the order of each registered holder of shares of the class or series in respect of which it has been declared, and mailed by prepaid ordinary mail to such registered holder at the holder’s Recorded Address, or credited to the member or shareholder’s account with the Credit Union, unless such holder otherwise directs. In the case of joint holders, the cheque shall, unless such joint holders otherwise direct, be made payable to the order of all of such joint holders and mailed to them at their Recorded Address. The mailing of such cheque as aforesaid, unless the same is not paid on due presentation, shall satisfy and discharge the liability for the dividend, to the extent of the sum represented thereby plus the amount of any tax which the Credit Union is required to and does withhold.
- 11.3 Non-receipt of Cheques** – In the event of non-receipt of any dividend cheque by the person to whom it is sent as aforesaid, the Credit Union shall issue to such person a replacement cheque for a like amount, on such terms as to indemnity, reimbursement of expenses, and evidence of non-receipt and of title as the board may from time to time prescribe, whether generally or in any particular case.
- 11.4 Record Date for Dividends and Rights** – The Board may fix in advance a date, preceding by not more than 50 days the date for the payment of any dividend or the date for the issue of any warrant or other evidence of the right to subscribe for securities of the Credit Union, as a record date for the determination of the persons entitled to receive payment of such dividend or to exercise the right to subscribe for such securities, and notice of any such record date shall be given not less than 7 days before such record date in the manner provided by the *Act*. If no record date is so fixed, the record date for the determination of the persons entitled to receive payment of any dividend or to exercise the right to subscribe for securities of the Credit Union shall be at the close of business on the day on which the resolution relating to such dividend or right to subscribe is passed by the Board.
- 11.5 Unclaimed Dividends** – Any dividend unclaimed after a period of 6 years from the date on which the same has been declared to be payable shall be forfeited and shall revert to the Credit Union.
- 11.6 Patronage Returns** – Subject to the provisions of the *Act*, the Board, on such terms as it deems fit, may from time to time declare a patronage return to its members in proportion to the business done by each member with or through the Credit Union. A patronage return shall be paid in accordance with the *Act*.
- 11.7 Patronage Return Cheques** – A patronage return payable in cash may be paid by cheque drawn on the Credit Union’s bankers or 1 of them, to the member to which a patronage return has been declared, and mailed by prepaid ordinary mail to such member at the member’s Recorded Address, or credited to the member’s account with the Credit Union, unless such member otherwise directs. In the case of joint

account holders, the cheque shall, unless such joint account holders otherwise direct, be made payable to the order of all of such joint account holders and mailed to them at their Recorded Address. The mailing of such cheque as aforesaid, unless the same is not paid on due presentation, shall satisfy and discharge the liability for the patronage return, to the extent of the sum represented thereby plus the amount of any tax which the Credit Union is required to and does withhold.

- 11.8 Non-receipt of Cheques** – In the event of non-receipt of any patronage return cheque by the person to whom it is sent as aforesaid, the Credit Union shall issue to such person a replacement cheque for a like amount, on such terms as to indemnity, reimbursement of expenses, and evidence of non-receipt and of title as the Board may from time to time prescribe, whether generally or in any particular case.
- 11.9 Unclaimed Dividends** – Any patronage return unclaimed after a period of 6 years from the date on which the same has been declared to be payable shall be forfeited and shall revert to the Credit Union.

By-law 12 — Meetings of Shareholders

- 12.1 Meetings** – Subject to the *Act*, meetings of shareholders shall be held at such time and such place, within the Province of Ontario, as the Board may from time to time determine, for the purpose of transacting any business required by the *Act* to be placed before the shareholders, and for the transaction of such other business as may properly be brought before the meeting.
- 12.2 Special Meetings** – The Board shall have power to call a special meeting of shareholders at any time.
- 12.3 Notice of Meetings** – Notice of the time and place of each meeting of shareholders shall be given in the manner provided in Section 12.1, not less than 10 days nor more than 50 days before the date of the meeting, to each director, to the auditor, and to each shareholder who at the close of business on the record date for notice is entered in the securities register as the holder of 1 or more shares carrying the right to vote at the meeting. Notice of a meeting of shareholders shall state or be accompanied by a statement of the nature of such business in sufficient detail to permit the shareholder to form a reasoned judgment thereon, and the text of any special resolution to be submitted to the meeting. A shareholder and any other person entitled to attend a meeting of shareholders may in any manner waive notice of, or otherwise consent to, a meeting of shareholders.
- 12.4 List of Shareholders Entitled to Notice** – For every meeting of shareholders, the Credit Union shall prepare a list of shareholders entitled to receive notice of the meeting, arranged in alphabetical order and showing the number of shares held by each shareholder entitled to vote at the meeting. If a record date for the meeting is fixed pursuant to Section 12.5, the shareholders listed shall be those registered at the close of business on such record date. If no record date is fixed, the shareholders listed shall be those registered at the close of business on the day immediately

preceding the day on which notice of the meeting is given, or, where no such notice is given, the day on which the meeting is held. The list shall be available for examination by any shareholder during usual business hours at the registered office of the Credit Union or at the place where the central securities register is maintained, and at the meeting for which the list was prepared.

- 12.5 Record Date for Notice** – The board may fix in advance a date, preceding the date of any meeting of shareholders by not more than 50 days and not less than 21 days, as a record date for the determination of the shareholders entitled to notice of the meeting, provided that notice of any such record date shall be given not less than 7 days before such record date by newspaper advertisement in the manner provided in the *Act*, and, if any shares of the Credit Union are listed for trading on a stock exchange in Canada, by written notice to each such stock exchange. If no record date is so fixed, the record date for the determination of the shareholders entitled to notice of the meeting shall be at the close of business on the day immediately preceding the day on which the notice is given, or, if no notice is given, the day on which the meeting is held.
- 12.6 Chair, Secretary, and Scrutineers** – The chair of any meeting of shareholders shall be the first mentioned of such of the following officers as have been appointed who is present at the meeting: the Chair of the Board; or a Vice-Chair who is a director. If no such officer is present within 15 minutes from the time fixed for holding the meeting, the persons present and entitled to vote shall choose 1 of their number to be chair. If the Corporate Secretary of the Credit Union is absent, the chair shall appoint some person, who need not be a shareholder, to act as secretary of the meeting. If desired, 1 or more scrutineers, who need not be shareholders, may be appointed by a resolution or by the chair with the consent of the meeting.
- 12.7 Persons Entitled to be Present** – The only persons entitled to be present at a meeting of shareholders shall be those entitled to vote thereat, the directors, the auditor of the Credit Union, and others who, although not entitled to vote thereat, are entitled or required under any provision of the *Act*, the Articles, or the By-laws to be present at the meeting. Any other person may be admitted only on the invitation of the chair of the meeting or with the consent of the meeting.
- 12.8 Quorum** – Subject to Section 12.9, regarding Class B Investment Shares issued by the Credit Union, 2 persons present in person, each being a shareholder entitled to vote at the meeting or a duly appointed proxyholder for an absent shareholder entitled to vote at the meeting, shall be a quorum at any meeting of the shareholders for the choice of a chair of the meeting and the adjournment of the meeting; for all other purposes a quorum at any meeting of shareholders, unless a greater number is required to be present or a greater number of shares are required to be represented at the meeting by the *Act* or by the Articles or any other By-law, shall be persons present in person, each being a shareholder entitled to vote at the meeting or a duly appointed proxyholder for an absent shareholder entitled to vote at the meeting, not being less than 2 in number and holding or representing by proxy not less than 51% of the total number of the issued shares of the Credit Union for the time being enjoying voting rights at such meeting.

Subject to Section 12.9, regarding Class A Shares issued by the Credit Union, 24 persons present in person, each being a shareholder entitled to vote at the meeting or a duly appointed proxyholder for an absent shareholder entitled to vote at the meeting, shall be a quorum at any meeting of the shareholders.

Regarding any meeting of the shareholders of the Credit Union, if there is no quorum, then the meeting shall be adjourned to such date, not being less than 10 days later, and to such time and place as may be announced by the chair at the meeting, and, subject to Section 12.16, it shall not be necessary to give notice of the adjourned meeting.

At such adjourned meeting, the persons present at such meeting, provided that there are at least 2 such persons present in person, each being a shareholder entitled to vote at the meeting or a duly appointed proxyholder for an absent shareholder entitled to vote at the meeting, shall be a quorum for the transaction of the business for which the meeting was originally called.

- 12.9 Right to Vote** – Subject to the provisions of the *Act* as to authorized representatives of any other body corporate or association, at any meeting of shareholders for which the Credit Union has prepared the list referred to in Section 12.4, every person who is named in such list shall be entitled to vote the shares shown opposite the person's name, except to the extent that such person has transferred any of the person's shares after the record date determined in accordance with Section 12.5 and the transferee, having produced properly endorsed certificates evidencing such shares or having otherwise established that the person owns such shares, has demanded not later than 10 days before the meeting that the person's name be included in such list. In any such case, the transferee shall be entitled to vote the transferred shares at the meeting. At any meeting of shareholders for which the Credit Union has not prepared the list referred to in Section 12.4, every person shall be entitled to vote at the meeting who at the time is entered in the securities register as the holder of 1 or more shares carrying the right to vote at such meeting.
- 12.10 Proxies** – Every shareholder entitled to vote at a meeting of shareholders may appoint a proxyholder, or 1 or more alternate proxyholders, who need not be shareholders, to attend and act at the meeting in the manner and to the extent authorized and with the authority conferred by the proxy. A proxy shall be in writing, executed by the shareholder or the shareholder's attorney authorized in writing, and shall conform with the requirements of the *Act*.
- 12.11 Time for Deposit of Proxies** – The Board may by resolution specify in a notice calling a meeting of shareholders a time, preceding the time of such meeting or an adjournment thereof by not more than 48 hours, exclusive of any part of a Non-business day, before which time proxies to be used at such meeting must be deposited. A proxy shall be acted upon only if, prior to the time so specified, it shall have been deposited with the Credit Union or an agent thereof specified in such notice, or, if no such time is specified in such notice, only if it has been received by

the Secretary of the Credit Union or by the chair of the meeting or any adjournment thereof prior to the time of voting.

- 12.12 Joint Shareholders** — If 2 or more persons hold shares jointly, any 1 of them present in person or represented by proxy at a meeting of shareholders may, in the absence of the other or others, vote the shares; but if 2 or more of those persons are present in person or represented by proxy and vote, they shall vote as 1 the shares jointly held by them.
- 12.13 Votes to Govern** – At any meeting of shareholders, every question shall, unless otherwise required by the Articles, By-laws, or the *Act*, be determined by a majority of the votes cast on the question. In case of an equality of votes the chair of the meeting shall not be entitled to a second or casting vote.
- 12.14 Show of Hands** – Subject to the provisions of the *Act*, every shareholder who receives notice of the meeting of shareholders shall be entitled to 1 vote thereat. The Board may set by resolution the method(s) and conditions by which voting shall be carried out, including in person or by mail or by telephone or electronic means or any combination of the same, and votes shall be counted.
- 12.15 Ballots** – On any question proposed for consideration at a meeting of shareholders, and whether or not a vote by show of hands has been taken thereon, any shareholder or proxyholder entitled to vote at the meeting may require or demand a ballot. A ballot so required or demanded shall be taken in such manner as the chair shall direct. A requirement or demand for a ballot may be withdrawn at any time prior to the taking of the ballot. If a ballot is taken, each person present shall be entitled, in respect of the shares which the person is entitled to vote at the meeting upon the question, to that number of votes provided by the *Act* or the Articles, and the result of the ballot so taken shall be the decision of the shareholders upon the said question.
- 12.16 Adjournment** – The chair at the meeting of shareholders may, with the consent of the meeting and subject to such conditions as the meeting may decide, or where otherwise permitted under the provisions of the *Act*, adjourn the meeting from time to time and from place to place. If a meeting of shareholders is adjourned for less than 30 days, it shall not be necessary to give notice of the adjourned meeting, other than by announcement at the earliest meeting that is adjourned. If a meeting of shareholders is adjourned by one or more adjournments for an aggregate of 30 days or more, notice of the adjourned meeting shall be given as for an original meeting.
- 12.17 Requisitions** – Two or more shareholders who together hold not less than 5% of the issued and outstanding shares of a class of shares may require that the board call a meeting of the shareholders of that class.
- 12.18 Remote Meetings** – A meeting of Shareholders may, if the Board determines to do so, and pursuant to such conditions, rules and procedures which may be approved by the Board, be held by telephone or electronic means. A Shareholder who, by such means, votes at the meeting or establishes a communications link to the meeting shall

be deemed for all purposes, including, without limiting the generality of the foregoing, the calculation of quorum pursuant to section 12.8 hereof, to have been present at the meeting. A remote meeting may be: a fully electronic meeting in which persons are entitled to participate solely by telephone or other electronic means; or a partially electronic meeting in which persons are entitled to participate in person or by telephone or other electronic means, provided that all persons attending the meeting are able to participate in it, whether by telephone, by other electronic means or, if applicable, in person. Notwithstanding section 8.1, if a remote meeting of Shareholders is a fully electronic meeting: the meeting is not required to have a physical location; any notice of the meeting is not required to specify a location for the meeting; and the meeting is deemed to be held in Ontario.

By-law 13 — Lending

13.1 Lending – Subject to the *Act* and its Investment and Lending Policy, the Credit Union is authorized to make the following types of loans, as each is defined by the *Act* :

- a) agricultural loan;
- b) bridge loan;
- c) commercial loan;
- d) institutional loan;
- e) personal loan;
- f) residential mortgage loan;
- g) syndicated loan, whether or not when acting as a syndicating credit union;
- h) loan to an unincorporated association.

By-law 14 — Information Available to Members and Shareholders

14.1 Annual Statements – Every member or shareholder applying in writing therefore shall be entitled to receive a copy of the Credit Union's annual statement. Copies of the annual statements of any subsidiaries of the Credit Union shall be open to inspection by the members and shareholders and to the making of extracts thereof during normal business hours free of charge.

14.2 Members List – A member may inspect, during business hours, a list, extracted from the register of members, shareholders, and other security holders, of the names of the members and shareholders.

14.3 Information Available to Shareholders – Except as provided by the *Act*, no shareholder shall be entitled to discovery of any information respecting any details or

conduct of the Credit Union's business which in the opinion of the Board it would be detrimental to the interests of the Credit Union to communicate to the public.

- 14.4 Directors' Determination** – The Directors may, from time to time, subject to the rights conferred by the *Act*, determine whether and to what extent and at what time and place and under what conditions or regulations the documents, books, registers, and accounting records of the Credit Union or any of them shall be open to the inspection of shareholders, and no shareholder shall have any right to inspect any document, book, register, or accounting record of the Credit Union, except as conferred by statute, or authorized by the Board or by a resolution of the shareholders in general meeting.
- 14.5 Fee** –A member of the Credit Union shall be entitled on request and free of charge to an electronic copy of the By-laws; and on request and upon payment of a fee of \$25.00, or such lesser amount as the Board may from time to time establish, to a paper copy of the By-laws.
- 14.6 Subsidiaries** – The current financial statement of each subsidiary of the Credit Union shall be kept in the Credit Union's head office.

By-law 15 — Notices

- 15.1 Method of Giving Notices** – Any notice (which term includes any communication or document) to be given (which term includes sent, delivered, or served), pursuant to the *Act*, the regulations thereunder, the Articles, the By-laws, or otherwise, to a member, shareholder, director, officer, auditor, or member of a Committee, shall be sufficiently given if delivered personally to the person to whom it is to be given, or if delivered to the person's Recorded Address, or if mailed to the person at person's Recorded Address by prepaid mail, or if sent to the person at the person's Recorded Address by any means of prepaid transmitted or recorded communication. A notice so delivered shall be deemed to have been given when it is delivered personally or to the Recorded Address as aforesaid; a notice so mailed shall be deemed to have been given when deposited in a post office or public letter box, and shall be deemed to have been received on the fifth day after so depositing; and a notice so sent by any means of transmitted or recorded communication shall be deemed to have been given when dispatched or delivered to the appropriate communication company or agency or its representative for dispatch. The Corporate Secretary may change or cause to be changed the Recorded Address of any shareholder, director, officer, auditor, or member of a Committee in accordance with any information believed by the Corporate Secretary to be reliable.
- 15.2 Signature to Notices** – The signature of any director or officer of the Credit Union to any notice or document to be given by the Credit Union may be written, stamped, typewritten, or printed, or partly written, stamped, typewritten, or printed.
- 15.3 Proof of Service** – A certificate of any officer of the Credit Union in office at the time of the making of the certificate, or of a transfer officer of any transfer agent or

branch transfer agent of shares of any class of the Credit Union, as to the facts in relation to the mailing or delivery of any notice or other document to any shareholder, director, officer, or auditor, or publication of any notice or other document, shall be conclusive evidence thereof and shall be binding on every shareholder, director, officer, or auditor of the Credit Union as the case may be.

- 15.4 Notice to Joint Shareholders** – All notices with respect to shares registered in more than 1 name shall, if more than 1 address appears on the records of the Credit Union in respect of such joint holdings, be given to all of such joint shareholders at the first address so appearing, and notice so given shall be sufficient notice to the holders of such shares.
- 15.5 Computation of Time** – In computing the date when notice must be given under any provision requiring a specified number of days notice of any meeting or other event, both the date of giving the notice and the date of the meeting or other event shall be excluded.
- 15.6 Undelivered Notices** – If any notice given to a member or shareholder pursuant to Section 15.1 is returned on 3 consecutive occasions because the person cannot be found, the Credit Union shall not be required to give any further notices to such member or shareholder until the person informs the Credit Union in writing of the person's new address.
- 15.7 Omissions and Errors** – The accidental omission to give any notice to any member, shareholder, director, officer, auditor, or member of a Committee, or the non-receipt of any notice by any such person, or any error in any notice not affecting the substance thereof, shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.
- 15.8 Deceased Members or Shareholders** – Any notice or other document delivered, sent by post, or left at the address of any member or shareholder as the same appears in the records of the Credit Union, shall, notwithstanding that such member or shareholder be then deceased, and whether or not the Credit Union has notice of the member's death, be deemed to have been duly served in respect of the shares held by such member or shareholder (whether held solely or with any person or persons), until some other person be entered in the member's stead in the records of the Credit Union as the holder or 1 of the holders thereof, and such service shall for all purposes be deemed a sufficient service of such notice or document on the person's heirs, executors, or administrators and on all persons, if any, interested with the member in such shares.
- 15.9 Persons Entitled by Death or Operation of Law** – Every person who, by operation of law, transfer, death of a member or shareholder, or any other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share which shall have been duly given to the shareholder from whom the person derives the shareholder's title to such share prior to the shareholder's name and address being entered on the securities register (whether such notice was given before

or after the happening of the event upon which the person became so entitled) and prior to the shareholder's furnishing to the Credit Union the proof of authority or evidence of the shareholder's entitlement as prescribed by the *Act*.

15.10 Waiver of Notice – Any member or shareholder (or the member or shareholder's duly appointed proxyholder), director, officer, auditor, or member of a Committee may at any time waive any notice, or waive or abridge the time for any notice, required to be given to the member under any provision of the *Act*, the regulations thereunder, the Articles, the By-laws, or otherwise, and such waiver or abridgement, whether given before or after the meeting or other event of which notice is required to be given, shall cure any default in the giving or in the time of such notice, as the case may be. Any such waiver or abridgement shall be in writing, except that a waiver of notice of a meeting of members or shareholders or of the board or of a Committee may be given in any manner.

By-law 16 — Effective Date

16.1 Effective Date – Subject to the *Act*, the By-laws shall come into force upon being passed by the Board and confirmed by a special resolution of the members.

16.2 Repeal – All by-laws previously enacted are revoked upon the coming into force of these By-laws.

Wendy Giroux, Chair

Lynda Kay, Vice-Chair

PASSED by the Board of Directors of the Credit Union this ____ day of _____, 2023.

WITNESS the corporate seal of the Credit Union.

CONFIRMED by the affirmative votes of at least two thirds of the votes cast at a meeting of members of Ganaraska Financial Credit Union duly constituted this ____ day of _____, 2023.