

ASSET TRANSFER AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____, 2025,

BETWEEN:

COLUMBIA VALLEY CREDIT UNION,

a credit union incorporated under the laws of the Province of British Columbia having its head office at 511 Main Street, PO Box 720, Golden, British Columbia V0A 1H0

(the “**Vendor**”)

AND:

KOOTENAY SAVINGS CREDIT UNION,

a credit union incorporated under the laws of the Province of British Columbia having its head office at 220 – 1101 Dewdney Avenue, Trail, British Columbia V1R 4T1

(the “**Purchaser**”)

WHEREAS:

- A. The Purchaser and the Vendor wish to combine the businesses of their respective credit unions pursuant to the business acquisition by asset transfer provisions of the Act (as hereinafter defined);
- B. The Vendor is a “transferring credit union” pursuant to section 16(1) of the Act and the Purchaser is an “acquiring credit union”;
- C. The Superintendent (as hereinafter defined) has consented to this Agreement, a copy of which consent is attached as Schedule “A”;
- D. In accordance with the provisions of the Act, this Agreement has been approved by special resolution of the members of the Vendor; and
- E. It is desirable and in the interests of each of the Vendor and the Purchaser and their respective members that the business acquisition by asset transfer of the Vendor, as a transferring credit union, by the Purchaser, as an acquiring credit union, should be effected on the terms and conditions set forth in this Agreement.

NOW THEREFORE this Agreement witnesses that in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties covenant and agree with each other as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions – In this Agreement, unless the context otherwise requires:

- (a) **“Act”** means the *Credit Union Incorporation Act*, R.S.B.C. 1996, Chapter 82, as amended from time to time;
- (b) **“Agreement”** means this Asset Transfer Agreement as the same may be amended from time to time and the expressions **“hereof”**, **“herein”**, **“hereto”**, **“hereunder”**, and **“hereby”**, and similar expressions refer to this Agreement and not to any particular provision;
- (c) **“ARC”** means an advance ruling certificate issued under subsection 102(1) of the Competition Act in respect of the transactions contemplated by this Agreement;
- (d) **“Business Day”** means each day Monday through Friday inclusive, other than a day which is a statutory holiday in British Columbia;
- (e) **“Collective Agreement”** means the collective agreement between the Vendor and United Steelworkers Local 1-405 with effect from July 1, 2024 to June 30, 2027;
- (f) **“Commissioner”** means the Commissioner of Competition appointed pursuant to subsection 7(1) of the Competition Act;
- (g) **“Competition Act”** means the *Competition Act*, R.S.C. 1985, c. C-34, as amended from time to time;
- (h) **“Competition Act Approval”** means:
 - (i) the issuance of an ARC;
 - (ii) the Purchaser and the Vendor have provided the notice required under section 114 of the Competition Act to the Commissioner with respect to the transactions contemplated by this Agreement and the applicable waiting period under section 123 of the Competition Act has expired or has been terminated in accordance with the Competition Act; or
 - (iii) the obligation to give the requisite notice under section 114 of the Competition Act has been waived pursuant to paragraph 113(c) of the Competition Act,

and, in the case of (ii) or (iii), the Commissioner shall have advised the Purchaser in writing that the Commissioner does not, at that time, intend to make an application to the Competition Tribunal under section 92 of the Competition Act for an order in respect of the transactions contemplated by this Agreement, and such advice has not been rescinded prior to the Effective Date;

- (i) **“Competition Bureau”** means the Canadian Competition Bureau;
- (j) **“Competition Tribunal”** means the Competition Tribunal established by subsection 3(1) of the Competition Tribunal Act;
- (k) **“Competition Tribunal Act”** means the *Competition Tribunal Act*, R.S.C. 1985, c. 19, as amended from time to time;
- (l) **“Delivery Date”** has the meaning given to that term in Article 9.1 of this Agreement;
- (m) **“Depositor”** means a person having money on deposit with the Vendor;
- (n) **“Effective Date”** means January 1, 2026, or such other date specified by the Superintendent as the effective date of the transfer of the Vendor’s Assets and set out in the certificate of business acquisition issued by the Registrar pursuant to section 16(8)(b) of the Act;
- (o) **“Effective Time”** means 12:02 a.m. (Pacific Time) on the Effective Date;
- (p) **“Excess Fractional Amount”** has the meaning given to that term in paragraph 5 of Schedule “B” of this Agreement;
- (q) **“Excess Membership Shares”** has the meaning given to that term in paragraph 2 of Schedule “B” of this Agreement;
- (r) **“Financial Statements”** has the meaning given to that term in Article 4.1(c) of this Agreement;
- (s) **“IFRS”** means International Financial Reporting Standards as adopted by the Accounting Standards Board, as those standards are amended from time to time;
- (t) **“Income Tax Act”** means the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.), as amended from time to time;
- (u) **“Non-Disclosure Agreement”** means the Confidentiality and Non-Disclosure Agreement dated as of April 15, 2025, between the Vendor and the Purchaser;
- (v) **“Personal Information”** has the meaning given to that term in the *Personal Information Protection Act*, S.B.C. 2003, Chapter 63, as amended from time to time;
- (w) **“Redemption Value”** has the meaning given to that term in Article 3.2 of this Agreement;
- (x) **“Registrar”** has the meaning given to that term in the Act;
- (y) **“Rules”** means the rules of the Purchaser or the Vendor, as the case may be, as described in section 7 of the Act;

- (z) **“Shareholder”** means a person recorded in the records of the Vendor as the owner of a share or shares of the Vendor, whether or not a member of the Vendor;
 - (aa) **“Standstill Waiver Agreement”** means the Standstill Waiver Agreement dated as of May 28, 2025, between the Vendor and the Purchaser;
 - (bb) **“Submission Date”** means the date the Purchaser is required hereunder to submit, or does submit, to the Superintendent a fully executed copy of this Agreement and certified copies of the resolutions, which are to be delivered to the Purchaser by the Vendor as contemplated in Article 9.1;
 - (cc) **“Superintendent”** has the meaning given to that term in the Act;
 - (dd) **“Vendor Nominees”** has the meaning given to that term in Article 7.10(a) of this Agreement;
 - (ee) **“Vendor’s Assets”** means all of the rights, property and assets of the Vendor of whatever nature and kind, real or personal, and wherever situated, owned by the Vendor on the Effective Date immediately prior to the Effective Time, including, without limiting the generality of the foregoing, all indebtedness owed to the Vendor, all actions and causes of action, all choses in action, all agreements, records and evidences of indebtedness due to it, all securities held by it with respect to any indebtedness due to it, all cash on hand and in any bank or invested in shares of, on deposit with or held in trust by Central 1 Credit Union, all bonds, shares, stocks or other securities held by it, all lands and all furnishings, furniture and equipment owned by it, all trademarks, trade names, domain names, copyrights, goodwill and the right to represent itself as carrying on the Vendor’s Business and the right to use the name “Columbia Valley Credit Union” and any variations thereof;
 - (ff) **“Vendor’s Business”** means the business carried on by the Vendor immediately prior to the Effective Time on the Effective Date; and
 - (gg) **“Vendor’s Liabilities”** means each and every indebtedness and liability of the Vendor, present and future, direct or indirect, absolute or contingent to any and all persons, including, without limiting the generality of the foregoing, the liability of the Vendor to Depositors for monies on deposit with the Vendor and to Shareholders with respect to monies invested in shares of the Vendor.
- 1.2 **Headings** – The headings herein are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 1.3 **Invalidity of Any Provision** – If any covenant, obligation or provision contained in this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each covenant, obligation or provision of this Agreement shall separately be valid and enforceable to the fullest extent permitted by law.

- 1.4 **Number and Gender** – In this Agreement, words in the singular include the plural and *vice versa* and words in one gender include all genders.
- 1.5 **Governing Law** – This Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein and each of the parties submits to the jurisdiction of the Courts of British Columbia with respect to this Agreement.
- 1.6 **Date for Action** – If any date on which any action required to be taken hereunder by either party is not a Business Day, such action shall be required to be taken on the next following Business Day.
- 1.7 **Duty to Act Reasonably** – Wherever any matter hereunder is subject to approval or consent of one party, that party shall not unreasonably withhold or delay such approval or consent.
- 1.8 **Time of the Essence** – Time shall be of the essence of this Agreement.
- 1.9 **Schedules** – The following schedules are attached hereto and form part of this Agreement:
- (a) Schedule “A” – Superintendent’s Consent;
 - (b) Schedule “B” – Share Exchange;
 - (c) Schedule “C” – Employment Matters; and
 - (d) Schedule “D” – Purchaser’s Services.

ARTICLE 2

TRANSFER OF ASSETS AND ASSUMPTION OF LIABILITIES

- 2.1 **Transfer of the Vendor’s Assets** – Upon the terms and subject to the conditions hereof, the Vendor agrees to transfer to the Purchaser, and the Purchaser agrees to acquire from the Vendor, all the Vendor’s Assets as of the Effective Time.
- 2.2 **Assumption of Liabilities** – In consideration of the acquisition by the Purchaser of the Vendor’s Assets, the Purchaser agrees to assume, as of the Effective Time, all the Vendor’s Liabilities.
- 2.3 **Deposits** – Without limiting the generality of Article 2.2, as of the Effective Time, the Purchaser shall assume the obligations of the Vendor to each Depositor on a dollar-for-dollar basis on the amount of deposits of each Depositor with the Vendor and on the same terms and conditions with respect to each deposit as existed between the Vendor and each Depositor at the time the asset transfer contemplated hereunder takes effect.
- 2.4 **No Exclusions** – For the purposes of sections 16(2)(e) and (f) of the Act, the Vendor and the Purchaser acknowledge and agree that none of the assets of the Vendor are excluded

from the Vendor's Assets and that none of the liabilities of the Vendor are excluded from the Vendor's Liabilities.

- 2.5 **Income Tax Act** – It is the intention of the Vendor and the Purchaser that the transfer and distribution of the Vendor's Assets as contemplated by the terms and conditions hereof shall take place pursuant to subsection 88(1) of the Income Tax Act.

ARTICLE 3 SHARES

- 3.1 **Share Exchange** – Effective at 12:01 a.m. (Pacific Time) on the Effective Date (and, for greater certainty, prior to the Effective Time), the issued shares of the Vendor will be exchanged for shares of the Purchaser in the manner described in Schedule "B".
- 3.2 **Fair Market Value** – As the Class "A" Membership Equity Shares of the Vendor are, pursuant to the Vendor's Rules, to be purchased or redeemed at an amount equal to the sum of the par value of each Class "A" Membership Equity Share (\$1.00) plus any dividends declared but unpaid thereon (the "**Redemption Value**"), a willing purchaser acting in good faith and at arm's length in the open market would only pay the Redemption Value for a Class "A" Membership Equity Share of the Vendor. Accordingly, the parties have determined for the purposes of this Agreement and section 16(2)(d) of the Act that the fair market value of each Class "A" Membership Equity Share of the Vendor is the Redemption Value of the share.
- 3.3 **Purchaser Not a Member of Vendor** – Notwithstanding the exchange of shares provided for in Article 3.1, it is understood and agreed that the Purchaser does not thereby become a member of the Vendor. However, each Shareholder of the Vendor receiving sufficient Class "A" Shares of the Purchaser will become a member of the Purchaser entitled to participate in and use the services of the Purchaser as set out in this Agreement, subject to the provisions of the Act and the Rules of the Purchaser with respect to the rights of members.
- 3.4 **Income Tax Act** – It is the intention of the Vendor and the Purchaser that the exchange of shares as contemplated by the terms and conditions hereof shall take place pursuant to subsection 85.1 of the Income Tax Act.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE VENDOR

- 4.1 The Vendor represents and warrants to the Purchaser that:
- (a) **Status of the Vendor** – The Vendor is a credit union duly incorporated, validly existing and in good standing under the laws of the Province of British Columbia with respect to the filing of annual reports and has the power and capacity to own the Vendor's Assets and to carry on the Vendor's Business;
 - (b) **Authority to Sell** – The execution and delivery of this Agreement and the completion of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of the Vendor and this

Agreement constitutes a legal, valid and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms except as may be limited by laws of general application affecting the rights of creditors;

- (c) **Financial Statements** – Except as otherwise disclosed in writing to the Purchaser by the Vendor, the audited financial statements of the Vendor for the fiscal year ending on December 31, 2024 (the “**Financial Statements**”), have been prepared in accordance with IFRS and present fairly and correctly the Vendor’s Assets and the Vendor’s Liabilities and the financial condition of the Vendor as of the date of the Financial Statements and of the operations of the Vendor during the period covered by such statements;
- (d) **Material Contracts** – The Vendor is not in default in the performance or observance of any agreement, instrument or other document to which the Vendor is a party or the Vendor or any of the Vendor’s Assets is subject or from which the Vendor derives a benefit, except for such defaults which, taken as a whole, would not adversely affect the Vendor;
- (e) **Transaction Will Not Cause Default** – Neither the execution and delivery of this Agreement nor the completion of the transactions contemplated herein will:
 - (i) violate any of the terms and provisions of the constating documents or the Rules of the Vendor or any resolution of the directors or members of the Vendor, or any order, decree, bylaw, regulation, covenant or restriction applicable to the Vendor or any of the Vendor’s Assets,
 - (ii) give any person any right of termination, cancellation or acceleration with respect to any agreement, instrument or other document to which the Vendor is a party or the Vendor or any of the Vendor’s Assets is subject or from which the Vendor derives a benefit, save to the extent that the consent of third parties is required to assign any leasehold property of the Vendor or any material contracts of the Vendor;
 - (iii) result in the creation of a lien, encumbrance or other charge of any kind or nature whatsoever on any of the Vendor’s Assets; or
 - (iv) result in any fees, duties, taxes, assessments or other amounts relating to any of the Vendor’s Assets becoming due or payable other than, to the extent applicable, property transfer tax, provincial sales tax, federal goods and services tax, and fees payable to the BC Financial Services Authority, the Superintendent, the Registrar or the Competition Bureau in connection with the transactions contemplated herein;
- (f) **Assets** – The Vendor owns and possesses and has good and marketable title to the Vendor’s Assets, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances or other claims whatsoever except for (i) mortgages, liens, charges, security interests, encumbrances or other claims registered in the British Columbia Land Title Office against real property registered in the name of the Vendor and disclosed in writing to the Purchaser by

the Vendor; and (ii) security perfected by the following financing statements registered in the British Columbia Personal Property Registry:

- (i) transition financing statement registered under base registration #4684806 in favour of Central 1 Credit Union, as amended by collateral substitution #818342M and any renewals thereof;
 - (ii) financing statement registered under base registration #874207N in favour of Central 1 Credit Union, as amended by any renewals thereof; and
 - (iii) financing statement registered under base registration #237914R in favour of Fédération des caisses Desjardins du Québec, as amended by any renewals thereof;
- (g) **Books and Records** – Except as otherwise disclosed in writing to the Purchaser by the Vendor, the books and records of the Vendor fairly and correctly set out and disclose in all material respects, in accordance with IFRS, the financial position of the Vendor and all material financial transactions of the Vendor relating to the Vendor’s Business have been accurately recorded in such books and records;
- (h) **Material Change** – Since the date of the consolidated statement of financial position included in the Financial Statements and except as disclosed in writing to the Purchaser there has not been:
- (i) any material change in the financial condition of the Vendor’s Business, the Vendor’s Liabilities or the Vendor’s Assets other than changes in the ordinary course of business, none of which has been materially adverse;
 - (ii) any damage, destruction, loss or other event (whether or not covered by insurance) materially and adversely affecting the Vendor’s Assets or the Vendor’s Business;
 - (iii) any material increase in the compensation payable or to become payable by the Vendor to any of its officers, employees or agents or any bonus, payment or arrangement made to or with any of them, save and except as agreed to in writing by the Purchaser;
- (i) **Auxiliary Members** – Except as disclosed in writing to the Purchaser, there are no “auxiliary members” of the Vendor, as such term is defined in the Act;
- (j) **Disclosure** – The Vendor has disclosed to the Purchaser all material facts which if known by a prospective purchaser of the Vendor’s Assets might reasonably have a bearing on the prospective purchaser’s decision as to whether or not to purchase the Vendor’s Assets and assume the Vendor’s Liabilities;
- (k) **Litigation** – Except for collection litigation by the Vendor in the ordinary course of business and as otherwise disclosed in writing by the Vendor to the Purchaser, there is no litigation or administrative or governmental proceeding or inquiry

pending or, to the knowledge of the Vendor, threatened against or relating to the Vendor or the Vendor's Business or any of the Vendor's Assets nor does the Vendor know of or have reasonable grounds for believing that there is any basis for any such action, proceeding or enquiry;

- (l) **Conformity with Laws** – All governmental licenses and permits required for the conduct in the ordinary course of the operations of the Vendor's Business and the uses to which the Vendor's Assets have been put have been obtained and are in good standing and such conduct and uses are not in breach of any statute, bylaw, regulation, covenant, restriction, plan or permit;
- (m) **Collective Agreement** – The Vendor is a party to the Collective Agreement and a true and complete copy of the Collective Agreement has been provided to the Purchaser;
- (n) **Terms of Employment** – Except as otherwise disclosed in writing to the Purchaser, all employees of the Vendor are parties to written contracts of employment with the Vendor. The Vendor has provided to the Purchaser a list of all employees of the Vendor and copies of the employment contracts for each of the Vendor's management employees, including change of control and retention agreements with respect to such individuals;
- (o) **Shares** –
 - (i) the Vendor has no issued and outstanding shares other than:
 - A. Class "A" Membership Equity Shares of the Vendor, which have been issued to each member of the Vendor at an issue price of \$1.00 each; and
 - B. Class "D" Non-Equity Shares of the Vendor, which have been issued to the holders of such shares at an issue price of \$1.00 each; and
 - (ii) there are no issued and outstanding Class "C" Voluntary Equity Shares of the Vendor;
- (p) **Dividends** - Except as disclosed in writing by the Vendor to the Purchaser on or before the date of this Agreement, there are no declared and unpaid dividends on any of the Vendor's shares and there are no unpaid bonuses, interest refunds or patronage refunds owing to the Vendor's Shareholders.

4.2 **Reliance on Representations and Warranties** – The Vendor acknowledges that the Purchaser intends to and shall rely on the foregoing representations and warranties in entering into this Agreement and in concluding the transactions contemplated hereby.

**ARTICLE 5
COVENANTS OF THE VENDOR**

- 5.1 **Conduct of the Vendor's Business** – Between the date of this Agreement and the Effective Date, except as agreed to in writing by the Purchaser, the Vendor will conduct its business diligently and only in the ordinary course and will use its best efforts to preserve the Vendor's Assets intact, to keep available to the Purchaser the Vendor's present employees and to preserve for the Purchaser the Vendor's relationship with its members and others having business relations with it.
- 5.2 **Access by the Purchaser** – The Vendor will give to the Purchaser and the Purchaser's solicitors, accountants and other representatives full access, during normal business hours throughout the period between the date of this Agreement and the Effective Time to all of the properties, books, contracts, commitments and records of the Vendor relating to the Vendor's Business, the Vendor's Assets and the Vendor's Liabilities and will furnish to the Purchaser during such period all such information as the Purchaser may reasonably request.
- 5.3 **Disclosure** – If, on or before the Effective Date, any new or conflicting material information about the Vendor or the Vendor's Business from that previously disclosed to the Purchaser comes to the attention of the Vendor, the Vendor shall provide such new or conflicting material information to the Purchaser as soon as reasonably possible thereafter.
- 5.4 **Insurance** – From the date of this Agreement until the Effective Date, the Vendor will maintain in full force and effect the policies of insurance presently in force and if requested by the Purchaser will cause the Purchaser to be added as a named insured under all such policies and to remain as a named insured until the Effective Date.
- 5.5 **Procure Consents** – The Vendor shall diligently take all reasonable steps necessary to obtain all consents required to vest in the Purchaser all of the Vendor's Assets.
- 5.6 **Leases** – The Vendor will cause its leases of any real or personal property to be assigned to the Purchaser or its successor, each with the prior consent of the lessor confirmed in writing if required by the terms of the lease.
- 5.7 **Contact Information** – The Vendor will cause its telephone numbers, internet access, websites and other communication channels to be assigned to the Purchaser or its successor, each with the prior consent of the service provider where required.
- 5.8 **Employees** – The Vendor agrees with the Purchaser on various employment matters as set out in Schedule "C" hereto.
- 5.9 **Material Contracts, Dividends and Other Payments** – Between the date of this Agreement and the Effective Date, the Vendor shall not, without the prior written consent of the Purchaser, which consent will not be unreasonably withheld:

- (a) enter any material contracts, agreements or obligations that are out of the ordinary course of business and would be binding upon the Purchaser following the Effective Date;
- (b) enter any new or amended employment agreements with management employees of the Vendor, including, but not limited to, changes to a management employee's salary, bonus entitlement, change of control or variable pay provisions, whether material or not; or
- (c) incur an unbudgeted expense or initiate a distribution of current earnings or capital, provided that any expenses in relation to employee variable pay, patronage allocations, dividends, or hedging or securitization arrangements are permitted to be incurred, accrued, distributed or paid pursuant to this Article 5.9(c) without the consent of the Purchaser, provided that such expenses are incurred, accrued, distributed or paid in accordance with established policies and procedures for the Vendor in a manner consistent with prior years.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

6.1 The Purchaser represents and warrants to the Vendor that:

- (a) **Status of the Purchaser** – The Purchaser is a credit union duly incorporated, validly existing and in good standing under the laws of the Province of British Columbia with respect to the filing of annual reports and has the power and capacity to purchase the Vendor's Assets;
- (b) **Authority to Purchase** – The execution and delivery of this Agreement and the completion of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate actions of the Purchaser and this Agreement constitutes a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms except as may be limited by laws of general application affecting the rights of creditors;
- (c) **Material Contracts** – The Purchaser is not in default in the performance or observance of any agreement, instrument or other document to which the Purchaser is a party or the Purchaser or any of the Purchaser's assets is subject or from which the Purchaser derives a benefit, except for such defaults which, taken as a whole, would not adversely affect the Purchaser;
- (d) **Transaction Will Not Cause Default** – Neither the execution and delivery of this Agreement nor the completion of the transactions contemplated herein will violate any of the terms and provisions of the constating documents or the Rules of the Purchaser or any resolution of the directors or members of the Purchaser, or any order, decree, bylaw, regulation, covenant or restriction applicable to the Purchaser or any of the Purchaser's assets;
- (e) **Disclosure** – The Purchaser has disclosed to the Vendor all material facts which if known by a prospective vendor of the Vendor's Assets might reasonably have a

bearing on the prospective vendor's decision as to whether or not to sell the Vendor's Assets and have the Purchaser assume the Vendor's Liabilities;

- (f) **Litigation** – Except for collection litigation by the Purchaser in the ordinary course of business and as otherwise disclosed in writing by the Purchaser to the Vendor, there is no litigation or administrative or governmental proceeding or inquiry pending or, to the knowledge of the Purchaser, threatened against or relating to the Purchaser or the Purchaser's business or any of the Purchaser's assets nor does the Purchaser know of or have reasonable grounds for believing that there is any basis for any such action, proceeding or enquiry;
- (g) **Conformity with Laws** – All governmental licenses and permits required for the conduct in the ordinary course of the operations of the Purchaser's business and the uses to which the Purchaser's assets may be put, have been obtained and are in good standing and such conduct and uses are not in breach of any statute, bylaw, regulation, covenant, restriction, plan or permit;
- (h) **Dividends** – Except as disclosed in writing by the Purchaser to the Vendor on or before the date of this Agreement, there are no declared and unpaid dividends on any of the Purchaser's shares and there are no unpaid bonuses, interest refunds or patronage refunds owing to the Purchaser's shareholders.

- 6.2 **Reliance on Representations and Warranties** – The Purchaser acknowledges that the Vendor intends to and shall rely on the foregoing representations and warranties in entering into this Agreement and in concluding the transactions contemplated hereby.

ARTICLE 7 COVENANTS OF THE PURCHASER

- 7.1 **Conduct of the Purchaser's Business** – Between the date of this Agreement and the Effective Date, the Purchaser will conduct its business diligently and only in the ordinary course.
- 7.2 **Disclosure** – If, on or before the Effective Date, any new or conflicting material information about the Purchaser or its business from that previously disclosed to the Vendor comes to the attention of the Purchaser, the Purchaser shall provide such new or conflicting material information to the Vendor as soon as reasonably possible thereafter.
- 7.3 **Financial Statements** – The Purchaser will provide to members of the Vendor a copy of the audited consolidated financial statements of the Purchaser for the fiscal year ending on December 31, 2024, upon request of the member.
- 7.4 **Employees** – The Purchaser agrees with the Vendor on various employment matters as set out in Schedule "C" hereto.
- 7.5 **Services** – The Purchaser covenants and agrees with the Vendor that the services the Purchaser offers to its members and proposes to extend to members of the Vendor are the comprehensive range of services set forth in Schedule "D" hereto.

- 7.6 **Vendor Branch** – Subject to factors outside of its control, the Purchaser will continue operating the existing branch of the Vendor. It is not presently intended that there shall be any reduction of hours or change of physical location for the existing branch; provided, however, that the Purchaser may vary the current hours of business, location and service delivery channels after the Effective Date to better suit the members of the branch and the communities that it serves.
- 7.7 **Head Office** – The location of the head office of the Purchaser immediately after the Effective Date shall be the current head office of the Purchaser in Trail, British Columbia.
- 7.8 **Rules** – The Rules of the Purchaser in effect as of the Effective Date shall continue to apply as the Rules of the Purchaser, except as may be amended from time to time by special resolution of the members of the Purchaser and, if required under the Act, by separate resolution of the holders of other equity shares of the Purchaser.
- 7.9 **Policies** - The policies of the Purchaser in effect as of the Effective Date shall continue to apply as the policies of the Purchaser, except as may be amended from time to time by the directors of the Purchaser or management of the Purchaser, as applicable.
- 7.10 **Directors** –
- (a) As of the Effective Date, the directors of the Purchaser shall, by resolution, appoint as additional directors of the Purchaser three nominees of the Vendor (the “**Vendor Nominees**”), one of whom shall be assigned to a term ending at the close of the second annual general meeting of the Purchaser following the Effective Date, one of whom shall be assigned to a term ending at the close of the third annual general meeting of the Purchaser following the Effective Date, and one of whom shall be assigned to a term ending at the close of the fourth annual general meeting of the Purchaser following the Effective Date. The directors of the Vendor, in consultation with the directors of the Purchaser, shall determine which of the Vendor Nominees shall be nominated to each of the three terms, taking into account the governance needs of the Purchaser and the composition of the board of directors of the Purchaser as at the Effective Date. The Vendor Nominees shall be individuals who are directors of the Vendor immediately prior to the Effective Date.
 - (b) With the addition of the Vendor Nominees as additional directors of the Purchaser by the resolution contemplated in Article 7.10(a), the number of directors of the Purchaser as of the Effective Date, together with the 10 existing directors of the Purchaser, shall be 13.
 - (c) Upon expiration or earlier termination of the term of a Vendor Nominee for any reason whatsoever, no person will be elected or appointed to fill the vacancy and the number of directors of the Purchaser shall be deemed to have been reduced accordingly.
 - (d) The length of time served as additional directors of the Purchaser by the Vendor Nominees appointed pursuant to Article 7.10(a) will be included in the calculation

of time served as a director of the Purchaser for the purposes of determining term limits in accordance with the Rules of the Purchaser.

- (e) Any former director of the Vendor shall be eligible for election for any vacancy for which an election is to be held for the Purchaser's board of directors, subject to and in accordance with the Rules of the Purchaser.

7.11 **Kootenay Savings Community Foundation** – On or immediately following the Effective Date, the directors of the Purchaser shall appoint at least one of the Vendor Nominees to the board of directors of Kootenay Savings Community Foundation.

7.12 **President and Chief Executive Officer** – The President and Chief Executive Officer of the Purchaser on the day immediately prior to the Effective Date shall continue to be the President and Chief Executive Officer of the Purchaser on the Effective Date, with such appointment being at the pleasure of the board of directors of the Purchaser as it is comprised from time to time.

7.13 **Chief Executive Officer of the Vendor** – Effective as of the Effective Date, the Purchaser shall offer the Chief Executive Officer of the Vendor immediately prior to the Effective Date a position with the Purchaser on such terms and conditions as may be mutually agreed by the Purchaser and the Chief Executive Officer of the Vendor.

7.14 **Insurance** –

- (a) The Purchaser shall maintain in effect, without any reduction in scope or coverage for 10 years from the Effective Date, customary policies of directors' and officers' liability insurance providing protection comparable to the protection provided by the policies maintained by the Vendor as are in effect immediately prior to the Effective Date and providing coverage on a "trailing" or "run-off" basis for all present and former directors and officers of the Vendor with respect to claims arising from facts or events which occurred prior to the Effective Date.
- (b) All rights to indemnification or exculpation now existing in favour of present and former officers and directors of the Vendor shall survive the consummation of the transactions contemplated herein and shall continue in full force and effect for a period of not less than 10 years from the Effective Date.

7.15 **Corporate Name** – The name of the Purchaser on and after the Effective Date, until amended in accordance with the Act, shall be "Kootenay Savings Credit Union".

7.16 **Common Bond** – The common bond of membership of the Purchaser on and after the Effective Date, until amended in accordance with the Act, shall be the present common bond of the Purchaser, which is as follows: "The common bond of Kootenay Savings Credit Union is the Province of British Columbia. Persons who work, reside or carry on business within the Province of British Columbia whom the Directors, from time to time, consider may be conveniently served by the credit union, are eligible for membership".

7.17 Community Investment –

- (a) The Vendor has a history of supporting its local communities in the form of patronage refunds, dividends, donations, sponsorships, bursaries and other community investment and it is important to the Vendor and its members that the Purchaser continue to support the communities of the Vendor in such a manner. It is intended that the Purchaser will continue making similar community contributions within the communities of the Purchaser after the Effective Date (including the communities of the Vendor), which reflect the Purchaser's philosophies and capital management policies, as such philosophies and policies may evolve over time.
- (b) The Purchaser will make commercially reasonable efforts to use local suppliers, tradespeople, contractors, cleaners, lawyers and similar vendors for any matters related to the former branch of the Vendor or business in Golden or the surrounding area, unless there is a material business, financial or other reason to do otherwise.
- (c) Immediately following the Effective Date, subject to further due diligence and financial analysis, compliance with applicable legislative and regulatory requirements, and the Purchaser's philosophies and capital management policies, as such philosophies and policies may evolve over time, the Purchaser will:
 - (i) continue to pay to youth members (*i.e.*, members under the age of 23) the amount of \$25.00 on the opening of a new youth account at the former Vendor branch and to pay to youth members of the former Vendor branch the amount of \$50.00 on an annual basis;
 - (ii) continue to pay interest to the Shareholders of the former Class "D" Non-Equity Shares of the Vendor pursuant to a high interest savings account opened with the Purchaser in the name of the former Shareholders of the Class "D" Non-Equity Shares in accordance with Schedule "B", in such amounts (if any) which are determined by the board of directors of the Purchaser to be appropriate and in alignment with the expectations or requirements of the BC Financial Services Authority;
 - (iii) continue to pay, on an annual basis, an interest rebate to former members of the Vendor for the remainder of the terms of their outstanding loans existing as of the day before the Effective Date or, alternatively, to provide a reduced rate of interest to such members which will provide an equivalent discount or benefit to the members. The interest rate rebate (if any) will be consistent with the past practice of the Vendor if determined by the board of directors of the Purchaser to be appropriate and in alignment with the expectations or requirements of the BC Financial Services Authority; and
 - (iv) in the spirit of community investment, continue the tradition of the Vendor by providing funding for large community-oriented capital

projects subject to, and to be determined in accordance with, the overall strategic approach of Kootenay Savings Community Foundation in order to ensure consistency within the Purchaser on an enterprise-wide basis.

7.18 Personal Information – The Purchaser shall:

- (a) only use or disclose Personal Information disclosed to the Purchaser by the Vendor for the same purposes for which it was collected, used or disclosed by the Vendor; and
- (b) notify the employees, customers, directors, officers and members whose Personal Information the Vendor has disclosed to the Purchaser without consent that the transactions contemplated by this Agreement have taken place and that Personal Information about them has been disclosed to the Purchaser.

**ARTICLE 8
CONDITIONS PRECEDENT**

8.1 Purchaser's Conditions Precedent – This Agreement and the obligations of the Purchaser under this Agreement are subject to the fulfilment of the following conditions:

- (a) the Vendor's representations and warranties contained in this Agreement are true as of the Delivery Date and shall be true at and as of the Submission Date as though such representations and warranties were made as of such time;
- (b) the Vendor shall have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it at or prior to the Submission Date;
- (c) between the date of this Agreement and the Delivery Date there has not been, and prior to the Submission Date there shall not have been, any event, condition, change of circumstance or other fact in relation to the Vendor which has occurred that has had a material adverse impact on the Vendor or will have a material adverse impact on the business of the Purchaser upon completion of the transactions contemplated herein;
- (d) prior to the Effective Date, the Purchaser shall have received from the Vendor a certified copy of resolutions of the directors of the Vendor nominating the Vendor Nominees for appointment as additional directors of the Purchaser; and
- (e) the Competition Act Approval shall have been received and shall not have been rescinded prior to the Effective Date.

8.2 Waiver – The conditions described in Article 8.1 are for the exclusive benefit of the Purchaser and any such condition may be waived in whole or in part by the Purchaser.

8.3 Notice to Vendor – If, by the Submission Date, the Purchaser is of the opinion that any of the conditions set forth in Article 8.1 have not been fulfilled and the Purchaser is unwilling to waive the conditions, the Purchaser shall deliver to the Vendor a notice:

- (a) specifying in what respect the conditions have not been fulfilled; and
- (b) advising the Vendor that the Purchaser will not be submitting a copy of this Agreement to the Superintendent in accordance with Article 9.2 hereof.

In such event, the Purchaser shall not be required to proceed with the transactions contemplated hereunder and this Agreement shall be of no further force and effect whatsoever.

8.4 Vendor's Conditions Precedent – This Agreement and the obligations of the Vendor under this Agreement are subject to the fulfilment of the following conditions:

- (a) the Purchaser's representations and warranties contained in this Agreement are true as of the Delivery Date and shall be true at and as of the Submission Date as though such representations and warranties were made as of such time;
- (b) the Purchaser shall have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it at or prior to the Submission Date;
- (c) between the date of this Agreement and the Delivery Date there has not been, and prior to the Submission Date there shall not have been, any event, condition, change of circumstance or other fact in relation to the Purchaser which has occurred that has had a material adverse impact on the Purchaser;
- (d) prior to the Effective Date, the Vendor shall have received from the Purchaser a certified copy of resolutions of the directors of the Purchaser appointing the Vendor Nominees as additional directors of the Purchaser as of the Effective Date, and assigning one of the Vendor Nominees to a term ending at the close of the second annual general meeting of the Purchaser following the Effective Date, one of the Vendor Nominees to a term ending at the close of the third annual general meeting of the Purchaser following the Effective Date, and one of the Vendor Nominees to a term ending at the close of the fourth annual general meeting of the Purchaser following the Effective Date; and
- (e) the Competition Act Approval shall have been received and shall not have been rescinded prior to the Effective Date.

8.5 Waiver – The conditions described in Article 8.4 are for the exclusive benefit of the Vendor and any such condition may be waived in whole or in part by the Vendor.

8.6 Notice to Purchaser – If, prior to the Purchaser's submission of a copy of this Agreement to the Superintendent in accordance with Article 9.2, the Vendor is of the opinion that any of the conditions set forth in Article 8.4 have not been fulfilled and the Vendor is unwilling to waive the conditions, the Vendor shall deliver to the Purchaser a notice:

- (a) specifying in what respect the conditions have not been fulfilled; and

- (b) requesting that the Purchaser not submit a copy of this Agreement to the Superintendent pursuant to Article 9.2.

In such event, the Vendor shall not be required to proceed with the transactions contemplated hereunder and this Agreement shall be of no further force and effect whatsoever.

8.7 Fulfilment of Conditions – If the conditions set out in Article 8.1 and 8.4 are fulfilled or waived by the Effective Date, then, upon the issue by the Registrar of the certificate of business acquisition pursuant to section 16(8)(b) of the Act:

- (a) this Agreement shall constitute the absolute sale, transfer and assignment of all of the Vendor's Assets to the Purchaser pursuant to section 18 of the Act, upon the terms and conditions herein set forth;
- (b) this Agreement shall be binding upon the Vendor and the Purchaser and each of the members and shareholders of the Vendor and the Purchaser; and
- (c) without any further act or deed, as of the Effective Date:
 - (i) the Vendor shall cease to carry on business;
 - (ii) all the Vendor's Assets shall be transferred to and vested in the Purchaser;
 - (iii) all of the Vendor's Liabilities:
 - A. shall be transferred to and assumed by the Purchaser;
 - B. shall become the obligations and liabilities of the Purchaser; and
 - C. shall become enforceable against the Purchaser as if the Purchaser had incurred them; and
 - (iv) each member of the Vendor will become a member of the Purchaser and will remain a member of the Purchaser until the membership ceases in accordance with the provisions of the Act or the Rules of the Purchaser.

**ARTICLE 9
PROCEDURES**

9.1 Delivery by the Vendor to the Purchaser – As soon as feasible following the date the special resolution of the members of the Vendor have been passed in accordance with section 16(4) of the Act (with such date of delivery being the "**Delivery Date**"), the Vendor shall deliver to the Purchaser:

- (a) one executed copy of this Agreement; and

- (b) one certified copy of the special resolution of members of the Vendor passed in accordance with section 16(4)(a) of the Act.

9.2 **Submission by the Purchaser to the Superintendent and Registrar**– As soon as feasible after receipt from the Vendor of the documents referred to in Article 9.1 and not later than three Business Days following the Delivery Date, the Purchaser shall submit to the Superintendent one fully executed copy of this Agreement together with the certified copy of the resolution delivered to it by the Vendor.

9.3 **Prohibition –**

- (a) The Vendor shall not deliver or submit to the Superintendent any of the documentation described in Article 9.2 of this Agreement, it being the intention of the parties that the Purchaser shall co-ordinate the submission of such documentation to the Superintendent.
- (b) The Purchaser shall not deliver or submit to the Superintendent any of the documentation described in Article 9.2 of this Agreement if, prior to such submission, the Purchaser has received a notice from the Vendor pursuant to Article 8.6 hereof.

9.4 **Additional Documents to be Delivered by the Vendor** – Prior to the Effective Date, the Vendor shall deliver or cause to be delivered to the Purchaser's solicitors (unless otherwise directed by the Purchaser), in trust, the following, to be released from trust to the Purchaser only upon issuance of a certificate of business acquisition pursuant to section 16(8)(b) of the Act:

- (a) all deeds of conveyance, bills of sale, transfers and assignments executed by the Vendor, in form and content satisfactory to the Purchaser's solicitors, appropriate to effectively vest good and marketable title to the Vendor's Assets in the Purchaser to the extent contemplated by this Agreement, and immediately registerable in all places where registration of such instruments is required; and
- (b) all consents or approvals required to be obtained by the Vendor.

ARTICLE 10 NOTICES

10.1 **Notices** – All notices which may or are required to be given herein or pursuant to this Agreement shall be in writing and shall be given personally by serving the same upon any officer of the party to be served or by mail by posting the same by prepaid registered mail addressed:

- (a) to the Vendor at:

Columbia Valley Credit Union
511 Main Street, PO Box 720
Golden, BC V0A 1H0

Attention: Chief Executive Officer

(b) to the Purchaser at:

Kootenay Savings Credit Union
220 – 1101 Dewdney Avenue
Trail, BC V1R 4T1

Attention: Chief Executive Officer

or such other addresses as the parties may advise by notice in writing and any such notice shall be deemed to have been received and effectively served, if mailed, the second Business Day following posting and if served personally, on the day of delivery.

- 10.2 **Delays** – In the event that, at the time a notice is mailed as provided in Article 10.1 or at any time during the period of two Business Days following such mailing, postal or airline or airport employees are engaged in a strike, work slowdown or other work stoppage at the place at which the notice is mailed or at the place to which the notice is mailed or at any point through which such notice must pass, a party shall give the notice personally by serving the same upon any officer of the party to be served.

ARTICLE 11 GENERAL

- 11.1 **Further Assurances** – The parties hereto shall execute such further and other documents and do such further and other things as may be necessary to carry out and give effect to the intent of this Agreement.
- 11.2 **Entire Agreement** – This Agreement, together with the Non-Disclosure Agreement, the Standstill Waiver Agreement and the Schedules attached hereto, constitutes the entire agreement between the parties in respect of its subject matter and there are no representations or warranties, express or implied, statutory or otherwise and no agreements collateral hereto other than as expressly set forth or referred to herein. For greater certainty, this Agreement supersedes and replaces the Memorandum of Understanding dated as of May 28, 2025, between the Vendor and the Purchaser, which shall have no further force or effect.
- 11.3 **Assignment** – Neither the Purchaser nor the Vendor may assign its rights or obligations under this Agreement.
- 11.4 **Survival** – The parties hereto agree that all covenants and agreements under this Agreement which are to be performed after the Effective Date shall survive the consummation of the transactions contemplated herein and shall be binding upon the Purchaser thereafter.
- 11.5 **Binding Effect** – This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors.

- 11.6 **Counterparts** – This Agreement may be executed by the parties in counterparts, by original, facsimile copy or other electronic means, each of which when so executed by one or more of the parties to this Agreement shall be deemed to be an original, and such counterparts taken together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each of the Vendor and the Purchaser has executed this Agreement as of the day and year first above written.

COLUMBIA VALLEY CREDIT UNION

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

KOOTENAY SAVINGS CREDIT UNION

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE "A"

SUPERINTENDENT'S CONSENT

See attached.

Mark McLoughlin
President & Chief Executive Officer
Kootenay Savings Credit Union

File No.: 71500-10-X020313
71500-10-X020466
Ref. No.: SR181875

Rob Parker
Chief Executive Officer
Columbia Valley Credit Union

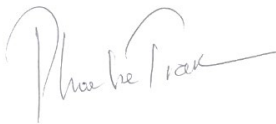
6 October 2025

Dear Mark McLoughlin and Rob Parker,

Re: Proposed Asset Transfer Agreement between Kootenay Savings Credit Union and Columbia Valley Credit Union

The Superintendent of Financial Institutions has provided consent to the proposed Asset Transfer Agreement ("ATA") between Kootenay Savings Credit Union and Columbia Valley Credit Union pursuant to section 16(3) of the *Credit Union Incorporation Act* and section 3(d) of the *Transfer of Powers and Duties (Financial Institutions) Regulation* to the *Financial Institutions Act* on October 6, 2025. If the ATA is approved by the membership of Columbia Valley Credit Union, the effective date of the ATA is stipulated to be January 1, 2026.

Kind regards,



Phoebe Tran
Senior Analyst, Approvals

SCHEDULE "B"

SHARE EXCHANGE

Effective at 12:01 a.m. (Pacific Time) on the Effective Date (and, for greater certainty, prior to the Effective Time), the issued shares of the Vendor will be exchanged for shares of the Purchaser as follows:

Membership Shares

1. Subject to paragraphs 2 and 5 below, each issued Class "A" Membership Equity Share of the Vendor will be exchanged for one fully paid Class "A" Share of the Purchaser, up to a maximum of 1,000 Class "A" Shares of the Purchaser per Shareholder.
2. If any Shareholder of the Vendor holds more than 1,000 Class "A" Membership Equity Shares of the Vendor or any Shareholder of the Vendor, who is already a member of the Purchaser, would hold more than 1,000 Class "A" Shares of the Purchaser after the share exchange described above in paragraph 1, the Class "A" Membership Equity Shares of the Vendor in excess of 1,000, either alone or in combination with Class "A" Shares of the Purchaser held by the Shareholder prior to the share exchange contemplated above (in either case, the "**Excess Membership Shares**"), shall not be exchanged for Class "A" Shares of the Purchaser. In such case, an amount of \$1.00 shall be made available for each of the Excess Membership Shares which are not exchanged for Class "A" Shares of the Purchaser by:
 - (a) depositing such amount in a demand deposit account held with the Purchaser which is in the name of the Shareholder of the Excess Membership Shares not exchanged; or
 - (b) if the Shareholder does not hold a demand deposit account with the Purchaser, by mailing to the Shareholder's last-known address with the Vendor such amount in the form of an official cheque payable to the Shareholder of the Excess Membership Shares not exchanged.
3. For any Class "A" Membership Equity Shares of the Vendor which are jointly held by two or more Shareholders, such Class "A" Membership Equity Shares of the Vendor will be exchanged for an equivalent number of fully paid, jointly held Class "A" Shares of the Purchaser; provided, however, that nothing in this paragraph 3 shall permit a Shareholder to hold more than 1,000 Class "A" Shares of the Purchaser, regardless of whether such Shares are held jointly or solely in the name of the Shareholder.

Class "D" Non-Equity Shares

4. Class "D" Non-Equity Shares of the Vendor shall not be exchanged for shares of the Purchaser. Instead, an amount of \$1.00 shall be made available for each of the Class "D" Non-Equity Shares by depositing such amount in a Summit Savings high interest savings account opened with the Purchaser in the name of the Shareholder of the Class "D" Non-Equity Shares.

Fractional Shares

5. Where the exchange of shares would lead to the issuance of fractional shares, the Purchaser will round down the shares exchanged in a manner that results in an exchange of non-fractional (*i.e.*, whole) shares. The Purchaser will make available the amount of the fractional shares of the Vendor which have not been exchanged for shares of the Purchaser as a result of such rounding down (the “**Excess Fractional Amount**”) by:
- (a) depositing such Shareholder’s Excess Fractional Amount in the demand deposit account held with the Purchaser which is in the name of the Shareholder of the fractional share not exchanged; or
 - (b) if the Shareholder does not hold a demand deposit account with the Purchaser, the Purchaser will donate the Shareholder’s Excess Fractional Amount to a registered charity selected by the Purchaser, unless the Shareholder has contacted the Purchaser by phone at 1-800-665-5728 or online at <https://www.kscu.com/about-us/contact-us> within 30 days of the Effective Date to request that the Purchaser pay the Shareholder’s Excess Fractional Amount to the Shareholder. If the Shareholder has made such a request, the Purchaser will make the Shareholder’s Excess Fractional Amount available to the Shareholder for pickup at any branch of the Purchaser (including the former branch of the Vendor) for a period of 90 days after the Effective Date. Upon expiry of such 90 days, if such Shareholder’s Excess Fractional Amount has not been picked up by the Shareholder, the Purchaser may donate such amount to a registered charity selected by the Purchaser.

Unissued Shares

6. Any unissued shares of the Vendor will not be exchanged for shares of the Purchaser and will be cancelled on the Effective Date.

SCHEDULE "C"

EMPLOYMENT MATTERS

The Purchaser and the Vendor acknowledge and agree that the employees of the Vendor are a key component of the transactions as contemplated herein and the parties agree as follows:

1. On the Effective Date, the Purchaser shall assume the employment obligations of the Vendor for all employees of the Vendor. Without limiting the generality of the foregoing:

- (a) the Purchaser shall assume any collective agreement between the Vendor and a trade union (the "**Collective Agreement**");
- (b) the Purchaser shall recognize the continuity of employment of all employees of the Vendor including recognition of length of service for all matters for which length of service is relevant; and
- (c) on and after the Effective Date, the Purchaser shall assume all obligations and liabilities of the Vendor under any employment agreements between the Vendor and employees of the Vendor in place as of the Effective Date, subject to Article 5.9(b) of this Agreement.

2. Integration of the employees of the Vendor shall be guided by the following general principles and arrangements:

- (a) subject to normal attrition or the decision by an employee not to continue in the employment of the Purchaser, it is intended that all of the Vendor's management and non-management employees of the Vendor shall be integrated into the business and operations of the Purchaser and offered positions with the Purchaser that are consistent with their skills, expertise and qualifications;
- (b) the Purchaser will make reasonable efforts to ensure that there is minimal loss of employment as a direct result of the transactions contemplated by this Agreement. In the event that a position is eliminated as a direct result of the transactions contemplated herein, reasonable efforts will be extended to transition the affected employee to an alternate job with the Purchaser or a subsidiary of the Purchaser;
- (c) it is intended that no employees of the Vendor will be required to relocate as a result of the transactions contemplated by this Agreement and that no employees of the Vendor shall be disadvantaged as a result of the transactions contemplated by this Agreement. It is intended that all employees of the Vendor who continue employment with the Purchaser shall have opportunities for promotion, training and personal development equivalent to those offered to other employees of the Purchaser and it is expected that employees of the Vendor will take the necessary skill and training development to meet the current standards of an employee of the Purchaser (with such training to be paid by the Purchaser in accordance with its current policies in respect of such matters);

- (d) the Purchaser shall offer unionized employees of the Vendor the salary, vacation, retirement programs, benefits and job grades as prescribed under the Collective Agreement or its successor, renewal or replacement agreement;
- (e) the Purchaser shall provide non-unionized employees of the Vendor the salary, vacation, retirement and benefit programs normally available to the Purchaser's employees in similar positions. If a non-unionized employee has a higher level of entitlement to vacation, retirement or benefit programs, the Purchaser shall continue to recognize the higher level of entitlement to the extent contractually permitted by third party insurers or program providers;
- (f) in the event that a non-unionized employee's monthly salary or hourly wage with the Vendor is less than what the employee would earn at the Purchaser in a comparable position at a similar skill level, expertise, qualifications and performance standard, the employee's salary or wage shall be harmonized to the Purchaser's salary or wage scale. In the event that a non-unionized employee of the Vendor is earning more than the comparable position at a similar skill level, expertise, qualifications and performance standard, the employee's salary or hourly wage will be maintained at the Vendor rate until such time as the salary or wage paid by the Purchaser for that position exceeds the Vendor rate; and
- (g) although it is not currently anticipated that any Vendor employee will cease to be employed by the Purchaser because of a reason solely related to the transactions contemplated by this Agreement, if the Purchaser elects to terminate the employment of a Vendor employee other than for cause on or after the Effective Date: (i) if a non-unionized employee, the Purchaser shall provide such employee notice or pay in lieu of notice in accordance with the employee's employment agreement or, in the absence of an employment agreement or if such agreement does not contain termination or severance provisions, in accordance with the common law relating to length of service and payment in lieu of notice of termination of employment; (ii) if a unionized employee, the Purchaser shall provide such employee notice or pay in lieu of notice in accordance with the Collective Agreement; and (iii) the Purchaser shall make available outplacement counselling to any Vendor employee who does not continue with the Purchaser as a result of the transactions contemplated by this Agreement.

SCHEDULE "D"

PURCHASER'S SERVICES

The Purchaser offers a full range of banking services to individuals, businesses and not-for-profit organizations. In addition to the services offered by the credit union, other subsidiaries, affiliates and suppliers of the Purchaser provide a wide array of services to individuals, businesses and the community, including additional wealth management and insurance services to members. More information about the Purchaser's products and services can be found on the Purchaser's website at www.kscu.ca.

The following is a representative listing of the products and services which the Purchaser offers to its members:

RETAIL BANKING

Chequing and Savings Accounts
High Interest Savings Accounts
US Dollar Currency Accounts
Start (youth and study up to age 25) Chequing Accounts and Savings Accounts
Seniors Accounts
Estate Accounts
Term Deposits
Market Linked Guaranteed Investments
Stock-link term deposits
TFSA's, RRSP's, FHSAs, RRIFs, LIFs, RESP's and RDSP's
Mutual Funds
Money and Wire Transfers
Debit Cards
Direct Deposit
CRA Direct Deposit
Interac e-Transfer
Remote Deposit Capture
Bank Drafts (CAD and Foreign)
Foreign Currency Exchange
Gold and Silver Bullion
Safety Deposit Boxes
Telephone, Mobile and Online Banking
Automatic Teller Machines
Overdraft Protection
Mortgages, Construction Mortgages, Personal Loans, Bridge Financing, Lines of Credit and RRSP Loans
Credit Cards
U.S. Dollar Credit Cards
Loan Payment Protection
Creditor Insurance

BUSINESS AND COMMERCIAL BANKING

Chequing and Savings Accounts
Community Organization/Not-for-Profit Chequing and Savings Accounts
Credit Cards
Merchant Payment Services
Automated Funds Transfer
Telephone, Mobile and Online Banking
Automatic Teller Machines
Night Deposit
Construction Mortgages
Commercial Loans and Mortgages
Equipment and vehicle commercial term loans
Operating Lines of Credit
Letters of Credit
Wire Transfers
Creditor Insurance
Canada Emergency Business Account
Commercial Leasing

WEALTH MANAGEMENT (provided through subsidiaries of the Purchaser)

Wills, Trusts & Estate Planning
Financial Advisory Services
On-Line Brokerage Services
Investment Services
Mutual Funds, Segregated Funds & RESPs
Stocks and Bonds
ETFs
Annuities
Retirement Plans
Tax Planning Services

INSURANCE (provided through subsidiaries and affiliates of the Purchaser)

Property Insurance including Home, Tenant, Condo and Rental Insurance
Private Auto and Recreational Vehicle Insurance
Travel Insurance
Life, Disability & Critical Illness Insurance
Business Insurance including Commercial General Liability and Professional Liability Insurance

If, as a result of the transactions contemplated by this Agreement, there will be changes to fees, products or services that were provided by the Vendor prior to the Effective Date, the Vendor or the Purchaser, as the case may be, shall provide any affected members with reasonable notice before such changes take effect.