

PRIVILEGED & CONFIDENTIAL

Asset Transfer Agreement

Between:

VANCOUVER CITY SAVINGS CREDIT UNION

- and -

FIRST CREDIT UNION

Dated: u

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ASSET TRANSFER AGREEMENT

THIS AGREEMENT is made effective as of the u day of u, u, by and between **VANCOUVER CITY SAVINGS CREDIT UNION (“VC”)** and **FIRST CREDIT UNION (“FCU”** and, together with VC, referred to herein as the **“Credit Unions”** and each a **“Credit Union”**).

WHEREAS:

- A.** the Credit Unions wish to combine their respective operations by way of the acquisition and assumption by VC of all of the assets and liabilities of FCU in accordance with section 16 of the CUIA (the **“Acquisition”**), with the intention of building on the strengths of each Credit Union and delivering on a strategy, intended to enhance the value proposition for the benefit of the respective members of the Credit Unions;
- B.** the Credit Unions have, as of the date hereof, obtained the Required Approvals, which are necessary in order to complete the Acquisition, including, without limitation, the consent of the Superintendent to this Agreement in accordance with section 16 of the CUIA (the **“Superintendent’s Consent”**);
- C.** the Credit Unions have made full disclosure to one another of their respective assets and liabilities, and in particular, of the assets and liabilities of FCU, which will become the assets and liabilities of Post-Acquisition VC; and
- D.** the Credit Unions have agreed to finalize their mutual understanding and agreements with respect to the Acquisition and the Acquisition will be completed in accordance with the terms and conditions herein.

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Credit Unions agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definitions

In this Agreement, including in the recitals, the following terms shall have the meanings set forth below:

- (a) **“Acquired Assets”** means all of the Assets of FCU owned by FCU on the Effective Date immediately prior to the Effective Time;
- (b) **“Acquired Liabilities”** means each and every Liability of FCU, 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 FCU to Depositors for monies on deposit with FCU and to Shareholders with respect to monies invested in shares of FCU;
- (c) **“Affiliate”** means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common

control with, such Person, and includes any Person in like relation to an Affiliate. A Person shall be deemed to “**control**” another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; and the term “**controlled**” shall have a similar meaning;

- (d) “**Agreement**” means this asset transfer agreement, including the schedules hereto, and all amendments made in writing by the Credit Unions, and “herein”, “hereof” and similar expressions mean and refer to this Agreement and not to any particular article, section, subsection or Schedule;
- (e) “**Applicable Law**” in respect of any Person, property, transaction or event, means all present laws, statutes, regulations, treaties, judgments and decrees applicable to that Person, property, transaction or event, including all applicable regulatory requirements and other requirements, rules, orders, directives and policies of any Governmental Authority having the force of law over that Person, property, transaction or event;
- (f) “**Approvals**” includes approvals, certificates, authorizations, consents, franchises, permits, grants, licences, notifications, privileges, rights, orders, judgments, rulings, directives, ordinances, decrees, registrations and filings binding upon a Credit Union or its operations or property required from any Person (other than a Credit Union), including any Governmental Authority;
- (g) “**Assets**” means, in respect of a Person, any asset or property of the Person whatsoever, including, without limitation: (i) all personal property of any nature and kind legally or beneficially owned by the Person or leased, operated, managed or controlled by the Person; (ii) any real property which such Credit Union owns, leases, operates, manages or controls in any manner, and includes all land, buildings, structures, installations and fixtures, relating thereto; and (iii) all Intellectual Property of such Person;
- (h) “**BCFSA**” means the BC Financial Services Authority;
- (i) “**Business Day**” means any day, other than a Saturday or a Sunday, or statutory holiday, in British Columbia, Canada;
- (j) “**Closing**” means the completion of the Acquisition in accordance with this Agreement;
- (k) “**Commissioner of Competition**” means the Commissioner of Competition appointed under subsection 7(1) of the Competition Act, or their designee;
- (l) “**Competition Act**” means the *Competition Act* (Canada), as amended, and the regulations thereunder;

- (m) **“Competition Act Approval”** means (a) the issuance of an advance ruling certificate by the Commissioner of Competition under subsection 102(1) of the Competition Act to the Credit Unions (and any other applicable Person) in connection with the Acquisition; or (b) both of (A) the waiting period, including any extension thereof, under Section 123 of the Competition Act shall have expired or been terminated, or the requirement to submit a notification under Section 114 of the Competition Act has been waived pursuant to Section 113(c) of the Competition Act, and (B) the issuance to each such person of a no-action letter by the Competition Bureau of Canada;
- (n) **“Constituting Documents”** means, as applicable with respect to any Person, its rules, common bond, articles or certificate of incorporation, continuance or amalgamation, memorandum of association, by-laws, constitution, charter, declaration of trust, trust deed, partnership agreement, limited partnership agreement or other similar document, and all unanimous shareholder agreements, other shareholder agreements and similar arrangements applicable to the Person’s capital stock, all as amended and as in effect from time to time, and includes in respect of the Credit Unions, all documents for establishment and incorporation as required by the CUIA;
- (o) **“Contract”** means any contract, agreement, lease, license, arrangement, commitment, letter of intent, memorandum of understanding, heads of agreement, promise, obligation, right, instrument, document, or other similar understanding, whether written or oral;
- (p) **“CUIA”** means the *Credit Union Incorporation Act* (British Columbia), as amended, and the regulations thereunder;
- (q) **“Depositor”** means a Person having money on deposit with FCU immediately before the Effective Time;
- (r) **“Effective Date”** means the date stipulated by the Superintendent under subsection 16(7) of the CUIA as the effective date of the Acquisition, being the same date shown on the certificate of business acquisition subsequently issued by the Registrar;
- (s) **“Effective Time”** means 12:01 (PST) am on the Effective Date;
- (t) **“Encumbrance”** means any lien, pledge, hypothecation, charge, mortgage, deed of trust, security interest, encumbrance, restriction, equitable interest, claim, easement, right-of-way, servitude, right of possession, lease tenancy, Contract, encroachment, burden, intrusion, covenant, infringement, interference, option, pre-emptive rights or right of first refusal, and **“Encumber”** or **“Encumbered”** has a corresponding meaning;
- (u) **“Enforcement Exceptions”** means limitations on enforcement imposed by bankruptcy, insolvency, reorganization or other similar Applicable Laws affecting the enforcement of the rights of creditors and others and, to the extent

equitable remedies such as specific performance and injunctions are only available, at the discretion of the court from which they are sought;

- (v) **“FIA”** means the *Financial Institutions Act* (British Columbia), as amended, and the regulations thereunder;
- (w) **“Governmental Authority”** means any applicable domestic or foreign government, including any federal, provincial, state, territorial, local or municipal government, and any governmental agency or department, tribunal, board, commission, court or other authority exercising or purporting to exercise executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government, as well as any arbitrator, arbitration tribunal or other tribunal or any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing and shall, for the purposes of this Agreement, include the Minister, the Superintendent, BCFSa and the Competition Bureau of Canada;
- (x) **“Income Tax Act”** means the *Income Tax Act* (Canada), as amended, and the regulations thereunder;
- (y) **“Intellectual Property”** means, in respect of a Person, any and all names, business names, trade names, brand names, patents, designs (including industrial design rights), copyrights, trademarks, business processes, formulae, know-how, trade secrets and confidential information, integrated circuit topographies, computer programs, source code and documentation (whether in paper, electronic or other format), and all other analogous intellectual property or intangible proprietary rights, which may subsist anywhere in the world, whether registered or unregistered, including all applications for registration of same, registrations where available of any such intellectual property rights at either a national, regional or international level, all rights to file such applications and continuations, derivations or divisions thereof, and all reissues and re-examinations of any such registrations;
- (z) **“Liability”** means any debt, obligation, duty or liability of any nature (including any unknown, undisclosed, unfixed, un-liquidated, unsecured, un-matured, unaccrued, unasserted, contingent, conditional, inchoate, implied, vicarious, joint, several or secondary liability), strict liability (including, strict liability arising under Applicable Law) regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet;
- (aa) **“Material Adverse Change (or Effect)”** means, in respect of each Credit Union and its Subsidiaries, taken as a whole, a change or effect in the condition (financial or otherwise) of the Assets, Liabilities, rights, operations, business (but for certainty excluding prospects) of such Credit Union and its Subsidiaries, taken as a whole, which change (or effect), individually or in the aggregate, could reasonably be expected to be materially adverse to the condition (financial or otherwise), Assets, Liabilities, rights, operations, business, of such Credit Union and its Subsidiaries, taken as a whole, or ability

to carry out the transactions contemplated by this Agreement, including any change or effect caused by, arising from, or relating to acts of terrorism or war (whether or not declared), or by interruption of utilities or other public or commercial products or services which materially impair the ability of such Credit Union and its Subsidiaries, taken as a whole, to conduct its operations, except on a temporary basis; *provided*, however, that changes to general economic or other conditions affecting the financial markets generally, or financial institutions, specifically, will not constitute a “**Material Adverse Change (or Effect)**” for purposes of this Agreement unless and only to the extent such changes have a materially disproportionate adverse effect on such Credit Union and its Subsidiaries, taken as a whole, relative to the adverse effect that such changes have on other Persons in the same industry;

- (bb) “**Member Approval**” means the requisite approval of the Acquisition by FCU Shareholders in accordance with the CUIA;
- (cc) “**Minister**” means the Minister to the Government of British Columbia who has administration of the *Financial Administration Act* (British Columbia);
- (dd) “**Ordinary Course of Business**” means, in respect of a Credit Union and its Affiliates, the ordinary course of business consistent with past custom and practice (including with respect to quantity, quality and frequency) of the relevant Credit Union and its Affiliates in the industry in which the relevant Credit Union and its Affiliates do business as of the date hereof;
- (ee) “**Permitted Encumbrances**” means:
 - (i) easements, rights of way, servitude, and similar rights in land for sewers, drains, gas and oil pipelines, gas and water mains, telephone or cable television conduits;
 - (ii) rights reserved to or vested in any Governmental Authority by the term of any lease, license, franchise, grant or permit pursuant to Applicable Law;
 - (iii) liens for Taxes which are not yet due and payable;
 - (iv) liens incurred, created and granted in the Ordinary Course of Business to a public utility, municipality or Governmental Authority;
 - (v) rights of lessors, including purchase money security interests, under equipment leases in respect of office equipment and other minor equipment entered into in the Ordinary Course of Business;
 - (vi) any privilege in favour of any lessor, licensor or permitter for rent to become due or for other obligations or acts, the performance of which is required under Contracts so long as the payment of such or the performance of such other obligation or act is not delinquent as at the date hereof; and
 - (vii) those Encumbrances, if any, listed in Schedule 1.1(ee) hereof;

- (ff) **“Person”** means any natural person, sole proprietorship, partnership, limited partnership, corporation, trust, joint venture, Governmental Authority or incorporated or unincorporated entity or association of any nature;
- (gg) **“Post-Acquisition VC”** means VC following the Acquisition;
- (hh) **“Registrar”** means the person appointed as the Registrar of Companies under section 400 of the *Business Corporations Act* (British Columbia);
- (ii) **“Required Approvals”** means, collectively, the Superintendent’s Consent, the Competition Act Approval and the Member Approval;
- (jj) **“Shareholder”** means a person recorded in the records of FCU as the owner of a share or shares of FCU, whether or not a member of FCU;
- (kk) **“Subsidiary”** means:
 - (i) when used to describe a relationship with a Credit Union, a “subsidiary” as defined in section 2.1 of the CUIA;
 - (ii) with respect to a corporation, a subsidiary as defined in the *Business Corporations Act* (British Columbia) and any partnership, joint venture or other Person which is controlled by the corporation or any Subsidiary of the corporation; and
 - (iii) with respect to any other Person, any other Person which is controlled by such Person or any Subsidiary of such Person;

For purposes of paragraphs (ii) and (iii) above, a Person **“controls”** another Person if that Person directly or indirectly possesses the power to direct or cause the direction of the management and policies of that other Person, whether through ownership of securities, by Contract or otherwise and **“controlled by”** and **“under common control with”** have similar meanings;

- (ll) **“Superintendent”** means the Superintendent of Financial Institutions appointed under the FIA;
- (mm) **“Taxes”** means all present and future taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges of any nature imposed by any Governmental Authority including income, capital (including large corporations), withholding, consumption, sales, use, transfer, goods and services or other value-added, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, health, education, business, school, property, local improvement, development, education development and occupation taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and charges, together with all fines, interest, penalties on or in respect of, or *in lieu of* or for non-collection of, those taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges.

All other capitalized terms used herein shall, for the purposes of this Agreement and all instruments, certificates and other documents delivered by the Credit Unions pursuant to or in connection with this Agreement (including, for certainty, communications between the Credit Unions), have the meanings attributed to them throughout this Agreement unless something in the subject matter or context is inconsistent therewith.

1.2 Schedules

The following Schedules are attached to and form part of this Agreement:

Schedule 1.1(ee)	–	Permitted Encumbrances
Schedule 5.6(a)	–	Directors
Schedule 5.9	–	Proposed Products & Services

Any reference to a Schedule to this Agreement shall be deemed to be a reference to, and shall incorporate by reference all matters contained in such Schedule.

1.3 Currency

Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada.

1.4 Date for Any Action

If the date on which any action is required to be taken hereunder by a Credit Union is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 Accounting Principles

Wherever in this Agreement reference is made to generally accepted accounting principles or to International Financial Reporting Standards (“**IFRS**”), such reference shall be deemed to be to the generally accepted accounting principles from time to time approved by the Chartered Professional Accountants of Canada or any successor entity thereto (and, where applicable, as modified by the regulatory statements or guidelines of BCFSa), both applicable as at the date on which any calculation or determination is required to be made in accordance with generally accepted accounting principles, and in respect of each Credit Union applied in a manner consistent with such Credit Union’s past practice. Accounting terms used but not otherwise defined in this Agreement shall, if defined under IFRS, have the meanings ascribed thereto under IFRS or, where not defined under IFRS, shall be interpreted in accordance with IFRS.

1.6 Statutory References

Any reference to a statute or regulatory instrument shall be deemed to include a reference to such statute or regulatory instrument and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulatory instrument that may be passed which has the effect of supplementing or superseding the statute or regulatory instrument so referred to or the regulations made pursuant thereto.

1.7 Knowledge

In this Agreement, references to “**to the knowledge of**” means the actual knowledge of the Executive Officers of FCU or VC, as the case may be, without the requirement to make inquiry of any other members of their organization, as applicable. For purposes of this Section 1.7 “**Executive Officers**” means:

- (a) in the case of FCU, Chief Executive Officer, Chief Financial Officer and Chief Operating Officer; and
- (b) in the case of VC, Chief Executive Officer, Chief Financial Officer and Chief Legal Officer.

1.8 Interpretation Not Affected by Headings

The division of this Agreement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Agreement.

1.9 Number and Gender

Unless the context otherwise requires, words importing the singular number only shall include the plural and vice versa and words importing the use of any gender shall include all genders.

1.10 Severability

If any one or more of the provisions or parts thereof contained in this Agreement should be or become invalid, illegal or unenforceable in any respect in any jurisdiction, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be, as to such jurisdiction, severable therefrom and:

- (a) the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed; and
- (b) the invalidity, illegality or unenforceability of any provision or part thereof contained in this Agreement in any jurisdiction shall not affect or impair such provision or part thereof or any other provisions of this Agreement in any other jurisdiction.

1.11 Time of the Essence

Time shall be of the essence in the Agreement.

1.12 Governing Law

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Credit Unions shall be governed by, the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and each

Credit Union irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such Province and all courts competent to hear appeals therefrom.

1.13 Material Adverse Change (or Effect)

For certainty, the Credit Unions acknowledge that this Agreement has been intentionally drafted to include the defined term “**Material Adverse Change (or Effect)**” and undefined terms and qualifiers that relate to materiality like ‘**materiality**’, ‘**material adverse impact**’, and similar terms. It is not intended that such undefined terms are ascribed the same meaning as the defined term.

1.14 Entire Agreement

This Agreement constitutes the entire agreement between the Credit Unions with respect to the transactions herein contemplated and supersedes any prior understandings, agreements, negotiations and discussions, written or oral, between the Credit Unions with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements or understandings, express or implied, between the Credit Unions with respect to the transactions contemplated herein, except as specifically set forth in this Agreement.

ARTICLE 2 – TRANSFER OF ASSETS AND ASSUMPTION OF LIABILITIES

2.1 Transfer of FCU’s Assets

Upon the terms and subject to the conditions hereof, FCU agrees to transfer to VC, and VC agrees to acquire from FCU, immediately following the share exchange transactions prescribed by Section 2.6 hereof, all the Acquired Assets, effective as of the Effective Time.

2.2 Assumption of Liabilities

In consideration of the acquisition by VC of the Acquired Assets, VC agrees to assume, as of the Effective Time, all of the Acquired Liabilities.

2.3 Deposits

Without limiting the generality of Section 2.2, as of the Effective Time, VC shall assume the obligations of FCU to each Depositor on a dollar-for-dollar basis in the amount of the deposits of each Depositor with FCU and on the same terms and conditions with respect to each deposit as existed between FCU 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 CUIA, the Credit Unions acknowledge and agree that none of the assets of FCU are excluded from the Acquired Assets and that none of the liabilities of FCU are excluded from the Acquired Liabilities.

2.5 Closing Procedures

- (a) The Credit Unions agree that any document that is required to be delivered by one Credit Union to the other under this Agreement may, unless otherwise reasonably requested, be sent by the delivering Credit Union (or its solicitors) in electronic format, including in portable document format, to the other Credit Union (or its solicitors) via email. For clarity, documents affecting title or enforceability of Acquired Assets, those required for regulatory compliance or audit, and those documents difficult to authenticate digitally, including but not limited to the following, shall be delivered in original physical form: share register and certificates, loan security documents (e.g., original mortgage documents, PPSA financing statements, guarantees), real property deeds and land title certificates and any corporate seals.
- (b) On the date of execution of this Agreement, each of the Credit Unions shall furnish to one another a certificate duly signed by its Chief Executive Officer and Chair of its Board of Directors stating, on behalf such Credit Union, that each of the representations and warranties made in or under this Agreement, is true and correct in all material respects on and as of such date.

2.6 Shares

- (a) At the Effective Time, subject to Section 2.6(b) below, each Class “A” Membership Equity Share of FCU will be exchanged for one fully paid Class B Membership Share of Post-Acquisition VC, up to a maximum of 1,000 Class B Membership Shares of Post-Acquisition VC per Shareholder.
- (b) If any member of FCU holds more than 1,000 Class “A” Membership Equity Shares of FCU or any member of FCU, who is already a member of VC, would hold more than 1,000 Class B Membership Shares of Post-Acquisition VC after the share exchange described above in Section 2.6(a), the Class “A” Membership Equity Shares of FCU in excess of 1,000, either alone or in combination with Class B Membership Shares of VC held by the member prior to the share exchange contemplated above (in either case, the “**Excess Membership Shares**”), will not be exchanged for Class B Membership Shares of Post-Acquisition VC. In such case, an amount of \$1.00 shall be made available for each of the Excess Membership Shares which is not exchanged for Class B Membership Shares of Post-Acquisition VC by depositing such amount in the demand deposit account held with Post-Acquisition VC which is in the name of the Shareholder of the Excess Membership Shares not exchanged or, if the Shareholder does not hold a demand deposit account with Post-Acquisition VC, by mailing to the Shareholder’s last-known address with FCU such amount in the form of an official cheque payable to the Shareholder of the Excess Membership Shares not exchanged.
- (c) The unissued shares of FCU will not be exchanged for shares of Post-Acquisition VC and will be cancelled on the Effective Date.
- (d) Within a reasonable amount of time following the share exchanges set out in subsection (a) above, Post-Acquisition VC may redeem from any member holding in excess of FIVE (5) Class B Membership Shares (as a result of the

exchange referred to in Section 2.6(a) above), those shares that are in excess, provided however, that at no time shall any member hold in excess of 1,000 Class B Membership Shares.

- (e) Other than the Class “A” Membership Equity Shares, there are no issued and outstanding equity shares of FCU within the meaning and for the purpose of section 16(2)(d) and section 24 of the CUIA. **[NTD: this is drafted on the basis that all non-membership shares of FCU will be redeemed prior to the circulation of the notice to members and shareholders of FCU in respect of the special resolution to vote on the transaction]**
- (f) As the Class “A” Membership Equity Shares of FCU are, pursuant to FCU’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 by 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. Accordingly, notwithstanding that the right of redemption as contemplated by section 24 of the CUIA is inapplicable to membership shares, the parties have determined for the purposes of this Agreement and sections 16(2)(d) and 24 of the CUIA that the fair market value of each Class “A” Membership Equity Share is the Redemption Value of the share.
- (g) For greater clarity, the payment of \$1.00 for each excess Membership Share shall not constitute a redemption under the Rules of Post-Acquisition VC or section 24 of the CUIA.
- (h) Notwithstanding the exchange of shares provided for in Section 2.6(a), it is understood and agreed that VC, as purchaser, does not thereby become a member of FCU. However, each member of FCU receiving at least five (5) Class B Membership Shares of Post-Acquisition VC will become a member of Post-Acquisition VC entitled to participate in and use the services of Post-Acquisition VC as set out in this Agreement.
- (i) It is the intention of FCU and VC that the exchange of shares as contemplated by the terms and conditions hereof shall take place pursuant to subsection 85.1(1) of the Income Tax Act.

2.7 Effective Date and Time

The Acquisition shall become effective on the Effective Date at the Effective Time.

2.8 Income Tax Act

It is the intention of FCU and VC that the transfer and distribution of the Acquired Assets as contemplated by the terms and conditions hereof shall take place pursuant to subsection 88(1) of the Income Tax Act.

ARTICLE 3 – REPRESENTATIONS AND WARRANTIES OF FCU

3.1 Representations and Warranties of FCU

FCU makes the following representations and warranties to VC with FCU acknowledging that VC is entering into this Agreement in reliance upon such representations and warranties.

- (a) Organization and Qualification. FCU is a credit union duly incorporated, validly existing and in good standing under the laws of the Province of British Columbia and has the requisite corporate power and authority to own its properties as now owned and to carry on its business as it is being conducted as of the date hereof. FCU is duly registered to do business and is in good standing in each jurisdiction in which the character of its Assets, owned or leased, or the nature of its activities makes such registration necessary, except where the failure to be so registered or in good standing would not, taken as a whole, have a material adverse impact on FCU. Copies of the Constatting Documents of FCU together with all amendments to date have been provided to the other Credit Union and are accurate and complete as of the date hereof.
- (b) Authority Relative to this Agreement. FCU has the requisite corporate authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the participation by FCU in the transactions contemplated hereby have been duly authorized by FCU's board of directors and no other corporate proceedings on the part of FCU are necessary to authorize this Agreement or the transactions contemplated hereby. This Agreement has been duly executed and delivered by FCU and constitutes a legal, valid and binding obligation of FCU enforceable against one another in accordance with its terms, subject to Enforcement Exceptions.
- (c) No Violations; Absence of Defaults and Conflicts.
 - (i) FCU is not in violation of its Constatting Documents or in default in the performance or observance of any obligation, agreement, covenant or condition contained in any Contract, Encumbrance or in respect of any Liability to which FCU is a party or to which any of them, or any of its respective Assets, may be subject or by which FCU is bound, except for such defaults which, taken as a whole, would not materially adversely affect FCU.
 - (ii) Neither the execution and delivery of this Agreement by FCU nor the consummation of the transactions contemplated hereby nor compliance by FCU with any of the provisions hereof will violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) or result in a right of termination or acceleration under or in respect of, or result in the creation of any Encumbrance upon any of the Assets of FCU or cause any Liability to come due before its stated maturity or cause any credit to cease to be available, under any of the terms, conditions or provisions of:

- (A) its Constatting Documents (in each case, excluding, such violations, conflicts, breaches, defaults, terminations, accelerations or creations of Encumbrances which, or any Approvals or notices which if not given or received, would not, taken as a whole, have a material adverse impact on FCU),
 - (B) subject to compliance with the statutes and regulations referred to in (iii) below, violate any Applicable Laws in relation to FCU or any of its Assets in any material respect, or
 - (C) cause the suspension or revocation of any Approval currently in effect which would have a material adverse impact on FCU or, following the Effective Date, Post-Acquisition VC.
- (iii) Other than in connection with or in compliance with the provisions of Applicable Laws (including the provisions of the CUIA and any other Applicable Laws that regulate the acquisition of FCU under the CUIA, competition, antitrust, and investment and the requirements of the CUIA in relation to the consummation of the Acquisition and as may be otherwise set out in this Agreement):
 - (A) there is no material legal impediment to FCU's consummation of the transactions contemplated hereby, and
 - (B) no filing or registration with, or Approval of, any Governmental Authority is required of FCU in connection with the consummation of the transactions, except for such filings or registrations which, if not made, or for such Approvals which, if not received, would not, taken as a whole, have a material adverse impact on FCU or, following Closing, Post-Acquisition VC, or significantly impede the ability of FCU to consummate the transactions.
- (d) Filings. Other than the filings contemplated by this Agreement in respect of the transactions contemplated hereby, FCU has filed all documents required to be filed by it with applicable Governmental Authorities, other than any documents, which, taken as a whole, would not result in a material adverse impact on FCU.
- (e) No Material Adverse Change. Since January 1, 2025, other than as disclosed in writing to VC: (i) FCU has conducted its operations only in the Ordinary Course of Business, (ii) no Liability to FCU has been incurred other than in the Ordinary Course of Business, and (iii) there has not been any Material Adverse Change in respect of FCU, taken as a whole, and no event has occurred or circumstance exists that could reasonably be expected to result in a Material Adverse Change.
- (f) Title. FCU, in all material respects, has good and sufficient title to its Assets, free and clear of any Encumbrances other than any Permitted Encumbrances.

- (g) Approvals. FCU has obtained and is in material compliance with all Approvals of or from any Governmental Authority necessary to conduct its business, as it is being or is proposed to be conducted as of the date hereof, other any Approvals, the absence of which would, individually or in the aggregate, not have a material adverse impact on FCU or, following Closing, Post-Acquisition VC.
- (h) Disclosure. To the knowledge of FCU, FCU has not withheld from VC any material information or documents concerning FCU or its material Assets or Liabilities during the course of VC's review of FCU and its Assets. No representation or warranty contained in this Agreement or other disclosure document provided or to be provided to VC pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits to state a material fact which is necessary in order to make the statements herein or therein not misleading.

3.2 Survival of Representations and Warranties

The representations and warranties contained in this Article 3 shall expire and be terminated on the Effective Date.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES OF VC

4.1 Representations and Warranties of VC

VC makes the following representations and warranties to FCU with VC acknowledging that FCU is entering into this Agreement in reliance upon such representations and warranties.

- (a) Organization and Qualification. VC is a credit union duly created, amalgamated or continued, validly existing and in good standing under the laws of the Province of British Columbia and has the requisite corporate power and authority to own its properties as now owned and to carry on its business as it is being conducted as of the date hereof. VC is duly registered to do business and is in good standing in each jurisdiction in which the character of its Assets, owned or leased, or the nature of its activities makes such registration necessary, except where the failure to be so registered or in good standing would not, taken as a whole, have a material adverse impact on VC. Copies of the Constatng Documents of VC together with all amendments to date have been provided to the other Credit Union and are accurate and complete as of the date hereof.
- (b) Authority Relative to this Agreement. VC has the requisite corporate authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the participation by VC in the transactions contemplated hereby have been duly authorized by VC's board of directors and no other corporate proceedings on the part of VC are necessary to authorize this Agreement or the transactions contemplated hereby. This Agreement has been duly executed and delivered by VC and constitutes a legal,

valid and binding obligation of VC enforceable against one another in accordance with its terms, subject to Enforcement Exceptions.

(c) No Violations; Absence of Defaults and Conflicts.

- (i) Neither VC nor any of its Subsidiaries are in violation of their Constatting Documents or in default in the performance or observance of any obligation, agreement, covenant or condition contained in any Contract, Encumbrance or in respect of any Liability to which VC or any of its Subsidiaries are a party or to which any of them, or any of its respective Assets, may be subject or by which VC or any of its Subsidiaries are bound, except for such defaults which, taken as a whole, would not materially adversely affect VC.
- (ii) Neither the execution and delivery of this Agreement by VC nor the consummation of the transactions contemplated hereby nor compliance by VC with any of the provisions hereof will violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) or result in a right of termination or acceleration under or in respect of, or result in the creation of any Encumbrance upon any of the Assets of VC or any of its Subsidiaries or cause any Liability to come due before its stated maturity or cause any credit to cease to be available, under any of the terms, conditions or provisions of:
 - (A) its Constatting Documents (in each case, excluding, such violations, conflicts, breaches, defaults, terminations, accelerations or creations of Encumbrances which, or any Approvals or notices which if not given or received, would not, taken as a whole, have a material adverse impact on VC),
 - (B) subject to compliance with the statutes and regulations referred to in (iii) below, violate any Applicable Laws in relation to VC or any of its Subsidiaries or any of its Assets in any material respect, or
 - (C) cause the suspension or revocation of any Approval currently in effect which would have a material adverse impact on VC or, following the Effective Date, Post-Acquisition VC.
- (iii) Other than in connection with or in compliance with the provisions of Applicable Laws (including the provisions of the CUIA and any other Applicable Laws that regulate the acquisition of FCU under the CUIA, competition, antitrust, and investment and the requirements of the CUIA in relation to the consummation of the Acquisition and as may be otherwise set out in this Agreement):
 - (A) there is no material legal impediment to VC's consummation of the transactions contemplated hereby, and

- (B) no filing or registration with, or Approval of, any Governmental Authority is required of VC in connection with the consummation of the transactions, except for such filings or registrations which, if not made, or for such Approvals which, if not received, would not, taken as a whole, have a material adverse impact on VC or, following Closing, Post-Acquisition VC, or significantly impede the ability of VC to consummate the transactions.
- (d) No Material Adverse Change. Since January 1, 2025, other than as disclosed in writing to FCU: (i) VC has conducted its operations only in the Ordinary Course of Business, (ii) no Liability to VC has been incurred other than in the Ordinary Course of Business, and (iii) there has not been any Material Adverse Change in respect of VC, taken as a whole, and no event has occurred or circumstance exists that could reasonably be expected to result in a Material Adverse Change.
- (e) Disclosure. To the knowledge of VC, VC has not withheld from FCU any material information or documents concerning VC or its material Assets or Liabilities during the course of FCU's review of VC and its Assets. No representation or warranty contained in this Agreement or other disclosure document provided or to be provided to VC pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits to state a material fact which is necessary in order to make the statements herein or therein not misleading.

4.2 Survival of Representations and Warranties

The representations and warranties contained in this Article 4 shall expire and be terminated on the Effective Date.

ARTICLE 5 – POST-CLOSING MATTERS

5.1 Continuity of Employment

- (a) The Credit Unions are committed to the principles of continuity of employment for employees of both Credit Unions following Closing. From and after the Effective Date, Post-Acquisition VC shall assume all employment related obligations and liabilities of legacy FCU (including, but not limited to, all length of service entitlements) in respect of all employees of FCU. The Credit Unions will work collaboratively to develop and support a human resources integration plan for legacy FCU employees assumed by Post-Acquisition VC (the “**Assumed Employees**”), which shall be guided by the following terms:
 - (i) all Assumed Employees that hold executive titles and reported to the CEO of legacy FCU, and for certainty, including the CEO of FCU (collectively, the “**Executives of Legacy FCU**”) will all be offered meaningful employment (consistent with their skills, expertise and qualifications) with Post-Acquisition VC to continue to support the legacy operations of FCU for a period of not less than two (2) years from

and after the Effective Date in such roles and capacities as determined at the discretion of the Chief Executive Officer of VC and on such terms and conditions which are substantially similar, and in the aggregate, no less favourable, then the Executive of Legacy FCU's existing terms and conditions (including without limitation, as it relates to compensation, vacation, remote work arrangements, etc.), all to be documented in a new employment agreement. From and after the Effective Date, the Executives of Legacy FCU shall be equally eligible to apply for any roles from time to time becoming available within Post-Acquisition VC;

- (ii) recognizing the continued commitment to servicing the communities serviced by legacy FCU, all Assumed Employees, other than those that served as Executives of Legacy FCU:
 - A shall be offered continued employment with Post-Acquisition VC for a period of not less than two (2) years from and after the Effective Date, on terms and conditions that are, in the aggregate, no less favourable than the terms and conditions under which such Assumed Employees were employed with FCU prior to the Effective Date (including, without limitation, as it relates to remote work and years of service);
 - B shall be offered roles that are materially consistent with those occupied by such Assumed Employees with legacy FCU prior to the Effective Date; and
 - C shall be eligible to apply for any roles from time to time becoming available within Post-Acquisition VC.

5.2 FCU Branches

The Credit Unions are committed to ensuring that all members will continue to have access to services following Closing and there is no intention to exit communities that are currently being serviced through the combined branch networks of FCU and VC. Subject to any regulatory, contractual, or operational limits or changes, immediately following the Effective Date, it is intended that all branches of legacy FCU will continue to operate.

5.3 Legacy FCU Community Investment

Post-Acquisition VC will maintain an annual community investment budget related to communities serviced by legacy FCU, that is at least consistent with FCU's historical community giving (using an average of FCU's actual community contributions over the past three (3) years prior to the Effective Date, which amount is approximately equal to \$150,000 annually) (the "**Earmarked Funds**"). The intent of the Credit Unions is that the Earmarked Funds are allocated in a manner that will continue to impact the current social ecosystem in the communities currently serviced by FCU, consistent with FCU's past practice and in a manner that aligns to Post-Acquisition VC's shared success program. The Credit Unions affirm their respective commitments to the allocation of the Earmarked Funds, while recognizing that such commitments are at all times subject to: (i) changes to the financial position of Post-

Acquisition VC, in which cases all community contribution budgets maintained by Post-Acquisition VC may be impacted; and (ii) compliance with Applicable Laws.

5.4 Name

The name of Post-Acquisition VC will continue to be the name of VC, being: “Vancouver City Savings Credit Union”. Subject to applicable conditions and adjustments to ensure compliance with the CUIA, all legacy FCU branches are expected to continue to operate under the current name of FCU as a trade name of Post-Acquisition VC.

5.5 Registered Office/Head Office

The registered office of Post-Acquisition VC shall be located at 183 Terminal Avenue, Vancouver, BC, V6A 4G2. The head office of Post-Acquisition VC shall be located at the same address. It is understood that the registered office and head office are chosen for the purpose of having a legal registered office and formal head office, and that the operational head office shall be maintained through a distributed workforce.

5.6 Governance

- (a) The board of directors of Post-Acquisition VC shall initially consist of the directors of VC. The directors of Post-Acquisition VC as of the Effective Date shall be the individuals who were directors of VC immediately prior to the Effective Date, whose names, addresses and telephone numbers appear in Schedule 5.6(a). Upon the expiration of the term of any director, or other vacancy on the board of Post-Acquisition VC, nominations and election to the board shall proceed in accordance with the rules and standard election procedures of Post-Acquisition VC in effect as of such date.
- (b) The Chief Executive Officer of Post-Acquisition VC shall be the then current CEO of VC immediately prior to Closing.
- (c) The Credit Unions are aligned to a business model whereby it is intended that Post-Acquisition VC will establish certain operational mechanisms and supports, as required to meet the needs and scale of regional operations, to ensure that community-based perspectives are understood and considered. As part of this model and with a view to preserving the community-based banking, Post-Acquisition VC will establish a dedicated operational division for regional operations, led by an executive officer and supported by an advisory committee of the Post-Acquisition VC board of directors (the “**Advisory Committee**”). Given FCU’s meaningful role in the development of the benefits of the anticipated business model, the Advisory Committee will, for a period of at least twelve (12) months following the Effective Date, or such later period as is required to align such term to the natural termination date that is closest to the intended twelve (12) month period and within the ordinary course business cycle of Post-Acquisition VC’s governance schedule, include not less than two (2) individuals from the board of directors of legacy FCU.

5.7 Insurance

Prior to the Effective Date, each of the Credit Unions agree to take commercially reasonable steps to maintain in full force and effect through Closing, those insurance policies, including directors and officers liability insurance, maintained by the Credit Unions prior to the Effective Date. Following the Effective Date, Post-Acquisition VC will maintain in effect customary policies of directors' and officers' liability insurance providing protection comparable to the policy maintained by VC as is in effect immediately prior to the Effective Date. Post-Acquisition VC shall make commercially reasonable efforts to ensure that present and former directors and officers of FCU shall be covered with respect to claims arising from facts or events which occurred prior to the Effective Date through existing VC directors' and officers' liability insurance and such coverage shall continue following the Effective Date for a period of not less than ten (10) years.

5.8 GST Election

If required, the Credit Unions shall jointly elect under section 167(1) of the *Excise Tax Act* (Canada) that, to the extent possible, no tax be payable with respect to the Acquisition and Post-Acquisition VC shall complete and file such election in compliance with the requirements of the *Excise Tax Act* (Canada). Post-Acquisition VC shall file such election in prescribed form and within the time limits contained in the *Excise Tax Act* (Canada) with the appropriate Governmental Authority.

5.9 Products and Services Proposed to be Offered

- (a) As of the Effective Date, all products and services offered by VC immediately prior to the Effective Date shall continue to be offered by Post-Acquisition VC, subject to Applicable Laws, Post-Acquisition VC's policies and procedures, strategy and operational plans, and regulatory requirements.
- (b) The Credit Unions acknowledge that the product and service offerings of legacy FCU and VC will be integrated and rationalized as part of the broader integration strategy. Accordingly, Post-Acquisition VC may review and adjust the combined product and service offerings over time, subject to applicable regulatory approval, where required, and in accordance with its internal governance processes and operating models; provided, however, (i) Post-Acquisition VC shall ensure that there will be no material loss of service to legacy FCU members as a result of the Acquisition; and (ii) where certain products or services of legacy FCU are necessary to sustain certain community based requirements or needs, such products and services will be maintained.
- (c) Post-Acquisition VC intends to continue offering certain commercial lending services in communities historically served by FCU at increased thresholds, but consistent with VC's existing lending policies and risk appetite framework, and subject at all times to capital adequacy requirements and any lending concentration limits prescribed by BCFSa.
- (d) No material new products or services not currently offered by VC will be introduced solely as a result of the Acquisition, unless otherwise approved by

the board of directors of Post-Acquisition VC and in compliance with VC's product governance and risk management policies.

- (e) Schedule 5.9 hereof sets out a list of major lines of business proposed to be offered by Post-Acquisition VC, which, as noted above, shall be consistent with the lines of business being offered by VC immediately prior to the Acquisition.

5.10 Common Bond of Membership

The common bond for Post-Acquisition VC will continue to be the common bond of VC, being: "Persons who reside, work or carry on business in the Province of British Columbia."

ARTICLE 6- GENERAL

6.1 Relationship of the Credit Unions

It is understood and agreed that nothing herein contained shall be construed as constituting a partnership, joint venture, joint enterprise or agency between the Credit Unions during the period between the date hereof and the Effective Date by virtue of having entered into this Agreement.

6.2 Amendment

No amendment of any provision of this Agreement shall be binding on either Credit Union unless consented to in writing by such Credit Union and, if required, approved by the members of such Credit Union and BCFSa, as applicable.

6.3 Assignment

No Credit Union may assign this Agreement or any of its rights, interests or obligations under this Agreement (whether by operation of law or otherwise) without the prior written consent of the other Credit Union and, if required, approval of the members of such Credit Union and BCFSa, as applicable.

6.4 Binding Effect

This Agreement shall be binding upon and shall enure to the benefit of the Credit Unions and their respective successors and permitted assigns.

6.5 Waiver and Modification

The Credit Unions may waive or consent to the modification of, in whole or in part, any inaccuracy of any representation or warranty made to them in the Agreement or in any document to be delivered pursuant to the Agreement and may waive or consent to the modification of any of the covenants in the Agreement contained for their respective benefit or waive or consent to the modification of any of the obligations of the other Credit Union in the Agreement; *provided*, however, that any such waiver or consent, to be effective, must be in writing executed by the Credit Union granting such waiver or consent. No omission, delay or failure to exercise any right or power, or any waiver by any Credit Union hereto of any breach or default, whether expressed or implied, or any failure to insist upon strict compliance with

any provision of this Agreement, shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

6.6 Survival

The Credit Unions 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 Post-Acquisition VC thereafter.

6.7 Third Party Beneficiaries

The provisions of Section 5.7 are: (a) intended for the benefit of all present and former directors and officers of the Credit Unions as and to the extent applicable in accordance with their terms, and shall be enforceable by each of such Persons and his or her heirs, executors, administrators and other legal representatives (collectively, the “**Third Party Beneficiaries**”) and the Credit Unions acknowledge and agree that the Credit Unions and, following the Acquisition, Post-Acquisition VC shall hold the rights and benefits of Section 5.7 in trust for and on behalf of the Third Party Beneficiaries and each of the Credit Unions hereby accepts such trust and agrees to hold the benefit of and enforce performance of such covenants on behalf of the Third Party Beneficiaries, and (b) in addition to, and not in substitution for, any other rights that the Third Party Beneficiaries may have by Contract or otherwise. Except as provided in this Section, this Agreement shall not confer any rights or remedies upon any Person other than the Credit Unions and their respective successors and permitted assigns.

6.8 Further Assurances

Notwithstanding that the transactions and events set out herein shall occur and shall be deemed to occur in the order set out in this Agreement, or otherwise in accordance with the direction of BCFSA, in each case without any further act or formality, each of the Credit Unions shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, Contracts, transfers, assurances, instruments or documents as may reasonably be required by either of them in order to further document, evidence or perform the transactions or events set out herein and intent of this Agreement.

6.9 Dispute of this Agreement

Notwithstanding the retainer agreement entered into between VC, FCU and MLT Aikins LLP, the Credit Unions both acknowledge and agree that in the event that there is a dispute that arises and such dispute results in the initiation of legal proceedings by one Credit Union against the other in respect of this Agreement, that neither party shall be able to retain the services of MLT Aikins LLP in respect of its pursuit or defence of such legal proceeding.

6.10 Counterparts

This Agreement may be executed in any number of counterparts, by facsimile and by electronic means in portable document format, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same

instrument and notwithstanding the date of execution shall be deemed to be as of the date hereof.

[Signature Page Follows]

IN WITNESS WHEREOF this Agreement has been executed by the Credit Unions as of the date first written above.

VANCOUVER CITY SAVINGS CREDIT UNION

Per: _____

Name: Wellington Holbrook

Title: Chief Executive Officer

Per: _____

Name: Rita Parikh

Title: Board Chair

FIRST CREDIT UNION

Per: _____

Name: Linda Bowyer

Title: Chief Executive Officer

Per: _____

Name: Guy Chartier

Title: Board Chair

Schedule 1.1(ee) – Permitted Encumbrances

[NTD: to be confirmed and updated before execution]

REAL PROPERTY

4721 JOYCE AVENUE, POWELL RIVER, BC		
Legal Description	LOT 1 BLOCK 131 AND 132 DISTRICT LOT 5306 REFERENCE PLAN LMP21847	
Registered Owner	First Credit Union	
Municipality	City of Powell River	
Registered Encumbrances	Registration No.	Particulars
	BA358134	Easement
	BA358135	Statutory Right of Way by City of Powell River

313 MCLEOD ROAD, UNION BAY, BC		
Legal Description	LOT A, DISTRICT LOT 7, NELSON DISTRICT, PLAN 438, EXCEPT PARTS IN PLANS 10846 14741 AND 38194	
Registered Owner	First Credit Union	
Municipality	Comox Valley Regional District	
Registered Encumbrances	Registration No.	Particulars
	M76300	Exceptions and Reservations by Esquimalt and Nanaimo Railway Company

2717 DUNSMUIR, CUMBERLAND, BC		
Legal Description	LOT 11, BLOCK 7, DISTRICT LOT 21, NELSON DISTRICT, PLAN 522, EXCEPT PARCEL A (DD 70688N)	
Registered Owner	First Credit Union	
Municipality	Village of Cumberland	
Registered Encumbrances	Registration No.	Particulars
	M76300	Exceptions and Reservations by Esquimalt and Nanaimo Railway Company
	CA7169258	Statutory Right of Way by The Corporation of the Village of Cumberland Part in Plan EPP85641

PERSONAL PROPERTY

Registration No.	Debtor	Secured Party	Collateral Description
423668A	First Credit Union	Central 1 Credit Union	All of the debtors present and after-acquired personal property, except those intangibles which are the minimum deposits which the debtor must maintain unencumbered to meet the requirements of the liquidity requirement regulation under the financial Institutions Act, R.S.B.C. 1996, c 141 or any regulation or legislation in substitution, therefor.

Schedule 5.6(a) – Directors

The names and place of ordinary residence of each director of Post-Acquisition VC as of the Effective Date are set out below:

NAME	ADDRESS	CITY	PROV.
Rita Parikh			
Bill Chan			
Christie Stephenson			
Heather O'Hara			
Joel DeYoung			
Kristen Rivers			
Opreet Kang			
Juvarya Veltkamp			
Lynn Weaver			

If any individual listed above ceases to be a director of VC at any time prior to the Effective Date, such individual will not be a director of Post-Acquisition VC as of the Effective Date. Similarly, if any individual who is not listed above is elected or appointed as a director of VC prior to the Effective Date and is a director of VC immediately prior to the Effective Date, such individual will be a director of Post-Acquisition VC as of the Effective Date.

Schedule 5.9 – Proposed Products and Services

[NTD: to be confirmed and updated prior to execution of the ATA]

1. Retail and Consumer Banking

Product Name	Description	Category
Foreign Currency Drafts	Currency Drafts	Services
Foreign Currency Notes	Cash notes for currencies around the world	Services
Wires - Domestic and International	Currency Wires (including CAD)	Services
Wires - Domestic and International	Currency Wires (including CAD)	Services
Cashable 30 Day Lockout	Flexible, short term deposit	Retail Deposit
Cashable 90 Day Lockout	Flexible, short term deposit	Retail Deposit
Escalating Term Deposit 3Y	Laddered deposit with increasing interest	Retail Deposit
Short Term Redeemable, non-registered	Short term redeemable	Retail Deposit
Long Term Redeemable, non-registered	Flexible, long term redeemable deposit	Retail Deposit
USD Short Term Redeemable	Short term redeemable in USD	Retail Deposit
Planet-Wise 3Y Index-Linked Term Deposits	3-year index-linked term deposit, guaranteed principal with a potential for higher return, linked to a group of ESG screened major Canadian companies in various sectors	Retail Deposit
Planet-Wise 5Y Index-Linked Term Deposits	5-year index-linked term deposit, guaranteed principal with a potential for higher return, linked to a group of ESG screened major Canadian companies in various sectors	Retail Deposit
Non-Redeemable Annual Term	Non-redeemable, annual term offering higher interest rate than cashable options.	Retail Deposit

Non-Redeem Semi-Annual Term	Non-redeemable, semi-annual term offering higher interest rate than cashable options.	Retail Deposit
Non-Redeemable Monthly Plus	Non-redeemable for 65+, annual term offering higher interest rate than cashable options and matches same rates as Annual version.	Retail Deposit
Non-Redeemable Monthly Pay	Non-redeemable, annual term offering higher interest rate than cashable options.	Retail Deposit
FHSA short term non-redeemable	Non-redeemable	Retail Deposit
FHSA Non-redeemable Term Deposit	Non-redeemable	Retail Deposit
FHSA Cashable 30 Day Lockout	Flexible, short term deposit	Retail Deposit
FHSA Escalating Term Deposit 3Y	Laddered deposit with increasing interest	Retail Deposit
RDSP Escalating 3 YR Term Deposit	A tax sheltered, laddered term deposit with increasing interest rates for individuals who qualify for the Disability Tax Credit, are under 60, Canadian residents with a valid SIN.	Retail Deposit
RDSP Escalating 5YR Term Deposit	A tax sheltered, laddered term deposit with increasing interest rates for individuals who qualify for the Disability Tax Credit, are under 60, Canadian residents with a valid SIN.	Retail Deposit
RDSP Non-redeemable term deposits	A tax sheltered, term deposit for individuals who qualify for the Disability Tax Credit, are under 60, Canadian residents with a valid SIN.	Retail Deposit
RESP Non-redeemable Term Deposit	A tax sheltered product for education savings. With a minimum \$500 investment, you can earn a guaranteed return and competitive interest rates in exchange for locking your investment into this RESP term deposit.	Retail Deposit
RESP Escalating Term 3Y	A tax sheltered product for education savings. This 3-year investment offers an interest rate that escalates every year, giving you the opportunity to earn more while keeping your investment safe.	Retail Deposit
RESP Escalating Term 5Y	A tax sheltered product for education savings. This 5-year investment offers an interest rate that escalates every year, giving you the opportunity to earn more while keeping your investment safe.	Retail Deposit
RRIF Convertible Term	Term deposit, option to convert to a 1 to 5 year term, or an investment offered thru Credential	Retail Deposit

RRIF Escalating Term 3Y	Laddered deposit with increasing interest	Retail Deposit
RRIF Escalating Term 5Y	Laddered deposit with increasing interest	Retail Deposit
RRIF Planet-Wise 3Y Index-Linked Term Deposits	3-year index-linked term deposit, guaranteed principal with a potential for higher return, linked to a group of ESG screened major Canadian companies in various sectors	Retail Deposit
RRIF Planet-Wise 5Y Index-Linked Term Deposits	5-year index-linked term deposit, guaranteed principal with a potential for higher return, linked to a group of ESG screened major Canadian companies in various sectors	Retail Deposit
RRIF Short Term Deposit, Non-Redeemable	Short term deposit	Retail Deposit
RRIF Non-Redeemable	Non-redeemable	Retail Deposit
RRSP Convertible Term	Convertible term	Retail Deposit
RRSP Escalating Term 3Y	Laddered deposit with increasing interest	Retail Deposit
RRSP Escalating Term 5Y	Laddered deposit with increasing interest	Retail Deposit
RRSP Planet-Wise 3Y Index-Linked Term Deposits	3-year index-linked term deposit, guaranteed principal with a potential for higher return, linked to a group of ESG screened major Canadian companies in various sectors	Retail Deposit
RRSP Planet-Wise 5Y Index-Linked Term Deposits	5-year index-linked term deposit, guaranteed principal with a potential for higher return, linked to a group of ESG screened major Canadian companies in various sectors	Retail Deposit
RRSP Short Term Deposit, non-redeemable	Short term deposit	Retail Deposit
RRSP Non-Redeemable	Non-redeemable, annual term	Retail Deposit
TFSA Cashable 30 Day Lockout	Tax sheltered, flexible, short term deposit	Retail Deposit
TFSA Escalating Term 3Y	Tax sheltered, laddered term with increasing interest	Retail Deposit
TFSA Planet-Wise 3Y Index-Linked Term Deposits	3-year index-linked term deposit, guaranteed principal with a potential for higher return,	Retail Deposit

	linked to a group of ESG screened major Canadian companies in various sectors	
TFSA Planet-Wise 5Y Index-Linked Term Deposits	5-year index-linked term deposit, guaranteed principal with a potential for higher return, linked to a group of ESG screened major Canadian companies in various sectors	Retail Deposit
TFSA Short Term Deposit, non-redeemable	Tax sheltered, flexible, short term deposit	Retail Deposit
TFSA Non-Redeemable	A tax sheltered product. With a minimum \$500 investment, you can earn a guaranteed return and competitive interest rates in exchange for locking your investment into this TFSA term deposit.	Retail Deposit
Residential Mortgages - Conventional Open Term	Open term, fixed rate mortgages (LVR less than or equal to 80%)	Retail Lending
Residential Mortgages - High Ratio Open Term	Open term, fixed rate mortgages (LVR greater than 80%)	Retail Lending
Residential Mortgages - Conventional Fixed Term	Lending product used for residential property purchase (LVR less than or equal to 80%)	Retail Lending
<u>Residential Mortgages - High Ratio Fixed Term</u>	Lending product used for residential property purchase (LVR greater than 80%)	Retail Lending
Insurable Mortgages	This mortgage option offers the security of a fixed interest rate. Members must have 20% or greater down payment on the property, purchasing a residential owner-occupied property with purchase price under \$1,000,000, Mortgage amortization of 25 years or less.	Retail Lending
<u>5-year Homeprime Fixed Term - Conventional</u>	Fixed term, variable rate mortgage (LVR less than or equal to 80%)	Retail Lending
5-year Homeprime Fixed Term - High Ratio	Fixed term, variable rate mortgage (LVR greater than 80%)	Retail Lending
<u>5-year Homeprime Open Term - Conventional</u>	Open term, variable rate mortgage (LVR less than or equal to 80%)	Retail Lending
<u>5-year Homeprime Open Term - High Ratio</u>	Fixed term, variable rate mortgage (LVR greater than 80%)	Retail Lending
<u>Closed Term Fixed Rate Mortgage - Conventional</u>	Closed term, fixed rate. Used for residential property purchase (LVR less than or equal to 80%)	Retail Lending
<u>Closed Term Fixed Rate Mortgage - High Ratio</u>	Closed term, fixed rate. Used for residential property purchase (LVR greater than 80%)	Retail Lending

<u>Construction Mortgage</u>	A Construction Mortgage is a form of interim residential construction financing for buildings of four units or less.	Retail Lending
<u>Proven Asset Mortgages (PAM)</u>	A Proven Asset Mortgage (PAM) loan is a program which allows for a wealth adjustment based on proven assets to be considered in addition to verifiable income as part of the retail mortgage application.	Retail Lending
<u>Line of Credit (unsecured LOC)</u>	LOCs are a revolving line of credit operated through a chequing type account	Retail Lending
<u>Creditline Mortgage (HELOC)</u>	A Creditline mortgage is a line of credit secured by a property that provides flexible repayment terms	Retail Lending
<u>Personal Loan (unsecured)</u>	A loan with monthly payments of principal and interest to help members meet their financial needs.	Retail Lending
<u>Personaline</u>	Personaline loans are a revolving line of credit operated through a chequing type account at fixed rate	Retail Lending
<u>RRSP Re-advanceable</u>	The Re-advanceable RRSP Loan enables Vancity members to borrow current and future increasing RRSP contribution limits without having to re-apply for a RRSP loan every year.	Retail Lending
<u>RRSP Top Up Loan</u>	Members who require loans to contribute to RRSPs to 'catch up' their contribution amounts.	Retail Lending
<u>Laneway Mortgages</u>	The Laneway Mortgage is specific to members who are creating urban density in their communities by building new laneway home structures.	Retail Lending
<u>Mixer Mortgage Program</u>	The Mixer Mortgage is a positioning of existing mortgage and life insurance features to form a product offering which will help buyers get into the property market.	Retail Lending
<u>Residential Loan – Co-op Lending</u>	The Co-op Home Loan enables members to purchase shares in the cooperative corporation which owns the land and building in which the co-op apartment is located.	Retail Lending
<u>Residential Loan – Mobile Home</u>	Lending product used for mobile home purchase.	Retail Lending
<u>Tsawwassen First Nation Home Mortgage Program</u>	Developed in partnership with Vancity and the Tsawwassen First Nation (TFN), this program is for the purpose of purchasing and/or building residential homes on Tsawwassen First Nations land.	Retail Lending
<u>First Nations Market Housing Fund</u>	This fund aims to facilitate a wide range of market-based housing options for residents of	Retail Lending

	First Nation communities, while respecting First Nation lands that are communally owned.	
<u>Residential Loan – Ministerial Loan Guarantee (MLG)</u>	Lending on Reserve with Ministerial Loan Guarantee (MLG) is a housing loan for qualified Applicants: with First Nations Status, and purchasing or renovating a home located on reserve where the First Nation Community participates in the MLG program.	Retail Lending
<u>Planet-Wise Renovation Solutions</u>	Program is for members who are seeking to make improvements to the energy efficiency of their home, offering a variety of financing options at attractive rates, that will allow the member to access funds in a way that best suits them.	Retail Lending
<u>Planet-Wise Teardown Financing program</u>	For members tearing down a home to build a new one, or undertaking a renovation, Vancity can help members save money and limit the environmental impact.	Retail Lending
<u>Planet-Wise Transportation Loan</u>	Rewards members who choose vehicles that emit less carbon by offering preferential Personal Loan rates, and up to 10-year terms.	Retail Lending
Student Loan	This lending product is designed for members aged 19-24 years of age who are: registered as a full-time student in a university, college or post-secondary vocational institution enrolled in a course or program of at least 12 weeks duration leading to a degree, diploma or certificate	Retail Lending
<u>Foreign Credential Recognition (FCR) Loan</u>	Provides lending for foreign trained individuals that encounter issues related to the recognition of their academic credentials. Through the program, Vancity will lend funds for these individuals to attain knowledge, skills, work experience, occupational certifications, and education comparable to the standards established for Canadian professionals and tradespersons.	Retail Lending
Community Partner Refugee Loan	The Community Partner Refugee Loan program provides loans to Conventional Refugees and Protected Persons (refugees) for the purpose of paying the fees associated with applying for permanent residence (PR) status in Canada.	Retail Lending
<u>Fair and Fast Loan</u>	Provides members access to credit through a more inclusive eligibility criteria as an alternative to payday loans	Retail Lending

Heart Loan	The Vancity Heart Loan is a program designed to facilitate a specific immediate hardship situation for a member of good character.	Retail Lending
<u>Work to Own worker co-op loan</u>	Helps new members of worker co-operatives contribute their full membership share, so they can participate in the decision-making process and start building equity as soon as possible.	Retail Lending
Habitat for Humanity Mortgages	Applicants must be referred directly by an authorized Habitat for Humanity affiliate.	Retail Lending
Pay As You Go Chequing	A simple chequing account that charges members for the features they use. There is no monthly fee and members have the option for Everyday Transactions to be free if they retain a minimum balance.	Retail Demand Account
Total Chequing	All in one chequing that gives members the most popular features and benefits.	Retail Demand Account
Chequing Plus	For members under 25 and age 65+ get additional benefits.	Retail Demand Account
Access Chequing	Provides accessibility to members with disabilities	Retail Demand Account
Essential Chequing	25 free Everyday Transactions for \$9.75/mo or monthly fee is waived when monthly min balance \$1500. Interac e-transfers are separate and excluded.	Retail Demand Account
Essential Plus Chequing	A flexible chequing account which gives members easy access to their money at ATMs, by cheque, online or using mobile devices for a flat monthly fee. And the option to waive all non staff assisted Everyday Transaction fees by retaining a minimum balance in their account.	Retail Demand Account
USD Chequing	USD Chequing gives easy access to US dollars and helps the member manage exchange rate fluctuations.	Retail Demand Account
USD Chequing Plus	A USD account for members age 65+.	Retail Demand Account
Jumpstart High Interest	Saving account with the best posted daily savings interest rate on the entire account balance.	Retail Demand Account
RESP Jumpstart Savings Account	A tax sheltered product for short-term education savings, an RESP savings account lets you accumulate savings and earn a competitive interest rate until you decide on a longer-term investment.	Retail Demand Account

RDSP Jumpstart Saving	A tax sheltered, demand savings account for individuals who qualify for the Disability Tax Credit, are under 60, Canadian residents with a valid SIN.	Retail Demand Account
RRIF Jumpstart Savings	demand savings account with no-fee digital services	Retail Demand Account
RRSP Jumpstart Savings	demand savings account with no-fee digital services	Retail Demand Account
TFSA Jumpstart Savings	A tax sheltered demand savings account with no-fee digital services	Retail Demand Account
FHSA Jumpstart Savings	A tax sheltered demand savings to help save for your first home	Retail Demand Account
Plan 24 Savings-Discontinued Legacy Product	A simple, flexible savings account for members who don't do a lot of transactions.	Retail Demand Account
Plan 24 Savings Plus-Discontinued Legacy Product	An account for Youth members under 25 and members age 55+.	Retail Demand Account
enviro Visa Infinite Privilege* card	Premium credit card offers the most reward points, premium benefits and insurance coverage, plus other perks. - Annual fee \$245 for Vancity members, \$395 for non members -Interest Rate 19.50% -Rewards 1.5-10 points per \$1 spent"	Credit card
enviro Visa Infinite* card	Earn more reward points, plus get enhanced insurance coverage and premium benefits with this personal credit card. • Annual fee \$120 • Interest Rate 19.50% • Rewards 1.25-10 points per \$1 spent	Credit card
enviro Visa* Gold card	Earn more reward points with this personal credit card that offers additional insurance coverage. • Annual fee \$99 • Interest Rate 19.50% • Rewards 1 point per \$1 spent	Credit card
enviro Visa* Low interest rate + Vancity Rewards	If you need to carry a balance, this credit card offers a low interest rate, reward points and more insurance coverage. • Annual fee \$145 • Interest Rate 11.25% • Rewards 1 point per \$1 spent	Credit card
enviro Visa* Low interest rate	If you need to carry a balance, this personal credit card offers a low interest rate plus additional insurance coverage	Credit card

	- Annual fee \$45 - Interest Rate 11.25% - No Rewards	
enviro Visa* Classic	Earn reward points while you spend with this no annual fee credit card. - Annual fee \$0 - Interest Rate 19.50% - Rewards 1 point per \$2 spent	Credit card
enviro Visa* Classic Low interest rate	If you need to carry a balance, this credit card offers a low interest rate, reward points and insurance coverage. - Annual fee \$50 - Interest Rate 11.25% - Rewards 1 point per \$2 spent	Credit card
enviro Visa* Classic Low interest rate no rewards	This low annual fee, low interest rate credit card is a great option if you need to carry a balance. - Annual fee \$25 - Interest Rate 11.25% - No Rewards	Credit card
enviro Visa Infinite Business* card	Get more reward points, plus enhanced insurance coverage with this premium business credit card. - Annual fee \$120 - Interest Rate 19.50% - Rewards 1.25-10 points per \$1 spent	Credit card
Enviro Visa* Business card	Earn reward points when you spend with this no annual fee business credit card. - Annual fee \$0 - Interest Rate 19.50% - Rewards 0.5-2.5 points per \$1 spent	Credit card

2. Commercial and Small Business Banking

Product Name	Type	Line of Business
Business Self Serve Package	Demand Operating	Commercial and Small Business
Business Full Serve Package	Demand Operating	Commercial and Small Business
Community Service Package	Demand Operating	Commercial
Independent Business Account	Demand Operating	Small Business
Business USD Chequing	Demand Operating	Commercial and Small Business
Business USD Savings	Demand Savings	Commercial and Small Business

Lawyer Trust Account	Demand	Commercial and Cash Management
Notary Trust Account	Demand	Commercial and Cash Management
Realtor Trust Account	Demand	Commercial and Cash Management
USD Lawyer Trust Account	Demand	Commercial and Cash Management
Business High Interest Savings	Demand Savings	Commercial and Small Business
Prime Pro	Operating Prime	Cash Management
Prime Pool	Operating Prime	Cash Management
Prime Main	Operating Prime	Cash Management
Cashable Term Deposit 30	Term Deposit	Commercial and Small Business
Cashable Term Deposit 90	Term Deposit	Commercial and Small Business
Redeemable Term Deposits	Term Deposit	Commercial and Small Business
Non-redeemable Term Deposits	Term Deposit	Commercial and Small Business
USD Short Term Redeemable	Term Deposit	Commercial and Small Business
3 year Escalating Term Deposit	Term Deposit	Commercial and Small Business
Planet Wise ILTD 3Y	Term Deposit	Commercial and Small Business
Planet Wise ILTD 5Y	Term Deposit	Commercial and Small Business
Foreign Exchange Traders Services	Service	Commercial and Small Business
Foreign and CAD Drafts	Payments	Commercial, Small Business, Retail
Ingoing/outgoing Wires	Payments	Commercial, Small Business, Retail
Foreign cash exchange	Payments	Commercial, Small Business, Retail
SL1 Mortgage	Lending	Commercial
SL2 Mortgage	Lending	Commercial
SL2 Construction Mortgage	Lending	Commercial
SL4 Mortgage	Lending	Commercial and Small Business
SL4 Construction Mortgage	Lending	Commercial and Small Business
Unsecured Term Loans	Lending	Commercial and Small Business
Unsecured Operating Loans	Lending	Commercial and Small Business
Secured Term Loans	Lending	Commercial and Small Business

Unsecured Term Loans	Lending	Commercial and Small Business
Syndicated Loans	Lending	Commercial
Margined Loans	Lending	Commercial
Not for Profit and Co-op Loans	Lending	Commercial
First Nation Government Loans	Lending	Commercial
Energy Loans	Lending	Commercial
Restricted Loans	Lending	Commercial
Black Entrepreneurship Program	Lending	Small Business
Women Entrepreneurship Program	Lending	Small Business
BDC Guaranteed Loan Program	Lending	Small Business

3. Wealth Management

Service	Description
Wealth Solutions	Provided by Vancity's Sustainable Wealth Management team to assist clients in meeting their financial goals. Vancity applies the Canadian Investment Funds Standard Committee's Responsible Investment Fund List to identify responsible investment mutual funds and exchange traded funds.
Asset Management	Vancity Investment Management provides discretionary investment management services to both institutional and individual clients with at least \$500,000.00 to invest.
Corporate Engagement	As a sub-advisory group, Vancity Investment Management provides portfolio management advisory services to IA Clarington on the Enhance SRI Fund family.
Sustainability Issuance	Vancity's Sustainability Issuance Framework guides issuances of green, social and sustainable financing instruments, including bonds, loans, commercial paper and deposit products.

Note: Additional information on its investment services available in the Vancity 2024 Annual Report at page 33 ([available online](#)).

4. Insurance Services

- Vancity's wholly owned subsidiary, SCU Insurance Services Ltd., provides auto insurance, homeowners insurance, and driver licensing services.

Note: All products and services are subject to applicable capital, risk, and compliance requirements as prescribed by the Financial Institutions Act, BCFSa guidance, and the internal governance policies of Post-Acquisition VC.

Wellington Holbrook
President & Chief Executive Officer
Vancouver City Savings Credit Union

File No.: 71500-10-X020289
71500-10-X020008
Ref. No.: SR174289

Linda Bowyer
President & Chief Executive Officer
First Credit Union

19 September 2025

Dear Wellington Holbrook and Linda Bowyer,

Re: Proposed Asset Transfer Agreement between Vancouver City Savings Credit Union and First Credit Union

The Superintendent of Financial Institutions has provided consent to the proposed Asset Transfer Agreement ("ATA") between Vancouver City Savings Credit Union and First 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 September 19, 2025. If the ATA is approved by the membership of First Credit Union, the effective date of the ATA is stipulated to be January 1, 2026.

Regards,



Kevin Harrington
Manager, Approvals