

**AMENDED AND RESTATED BYLAWS OF AFFINITY CREDIT UNION 2013**

**SECTION 1 – MEANING OF TERMS**

**1.1 Defined Terms**

As used in these Bylaws, the following terms have the definitions set forth below:

- a) “Act” means *The Credit Union Act, 1998*, as amended;
- b) “Annual Meeting” means the annual meeting of the members of the Credit Union required to be held in accordance with the Act;
- c) “Articles” means, as applicable, the original or restated articles of incorporation, articles of amendment, articles of amalgamation or articles of continuance of the Credit Union, and includes any amendments to any of them;
- d) “At Large” ~~means the position of director elected to represent the entire membership of the Credit Union; means the position of director which is elected by the members and not limited to any particular place or District;~~
- e) “Board” means the Board of Directors of the Credit Union;
- f) “Credit Union” means Affinity Credit Union 2013;
- g) “Fundamental Change” means a fundamental change as defined by the Regulations;
- h) “Investment Share” has the meaning ascribed thereto in the Act;
- i) “Membership Share” has the meaning ascribed thereto in the Act;
- j) ~~h)~~ “Proposal” means a proposal as defined by Section 85 of the Act;
- k) ~~i)~~ “Regulations” means the Regulations to the Act, as amended from time to time;
- l) ~~j)~~ “Spouse” means a spouse as defined by *The Family Property Act* (Saskatchewan), as amended from time to time; and
- m) ~~k)~~ “Voting Period” means the period for voting for election of directors set annually by the Board or for voting on a Fundamental Change as set by the Regulations.

**1.2 Other Terms**

Terms used in these Bylaws and not otherwise defined in Section 1.1 shall have the respective meanings ascribed to each such term in the Act.

**SECTION 2 – HEADINGS**

**2.1 Convenience Only**

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

**SECTION 3 – MEMBERSHIP**

**3.1 Qualification**

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

**3.2 Minimum Membership Shares**

All persons wishing to become a member shall hold a minimum of one (1) ~~membership share~~Membership Share.

## SECTION 4 – ASSIGNMENT OF SHARES

### 4.1 Approval Required

Membership Shares may not be assigned or transferred without the approval of the Board.

## SECTION 5 – DIRECTORS

### 5.1 Number of Directors

The Credit Union shall have a Board consisting of not less than the minimum and not more than the maximum number of directors set out in the Articles, which, as of the date hereof, is a minimum of nine (9) directors and a maximum of twenty-nine (29) directors.

### 5.2 Election of Directors

~~Directors shall represent and be elected at large~~Members will elect 12 directors At Large in accordance with Section 5.5 of these Bylaws.

### 5.3 Qualifications of Directors

In order for a person to qualify for appointment, election, or remaining in office as a director, the person must: (i) not otherwise be disqualified pursuant to the Act; and (ii) meet the qualifications identified below in this Section 5.3.

Each Nominee and Director shall:

- a) provide evidence of qualification upon request by the Credit Union;
- b) have been a member of the Credit Union for a minimum of one (1) year, as at the closing date for nominations;
- c) use the Credit Union as their primary financial institution;
- d) not have been a person or a spouse of a person involved in active legal proceedings against the Credit Union or any of its affiliates or subsidiaries, in the previous thirty-six (36) months;
- e) not have been a person or the spouse of a person with loans, credit or deposit accounts ~~loans or credit~~ in arrears in excess of sixty (60) days with the Credit Union in the previous twelve (12) months or have any judgement registered against them at the date of the nomination;
- f) not be a director or officer of a business selling products or services in competition with the Credit Union, unless nominated for or appointed to such roles by the Credit Union as its representative;
- g) meet the requirements of the Credit Union's Conflict of Interest policy, Code of Conduct, or other Board approved policies; and
- h) not have been an employee or the spouse of an employee of the Credit Union within twenty-four (24) months of the time at which nominations are opened.

### 5.4 Nomination of Directors

- a) The Board will begin advertising the opening and closing dates for the nomination of director(s) at least ninety (90) days prior to the date on which the term of office of a director or directors is scheduled to expire and at least thirty-five (35) days prior to the opening of the Voting Period. At

~~least ninety (90) days prior to the date on which the term of office of a director or directors is scheduled to expire, the Board will advertise, for a minimum of thirty-five (35) days prior to the Voting Period, the opening and closing dates for the nomination of director(s).~~

- b) The nomination period shall be a minimum of fourteen (14) days and will close not less than fourteen (14) days before the Voting Period. Nominations will not be accepted after the closing date for nominations.
- c) The Board shall appoint a Nominating Committee and shall establish specific policies and procedures in connection with the Nominating Committee's functions. A current director who is proposing to seek re-election to the Board cannot be a member of the Nominating Committee in the year in which they will be required to be re-elected.
- d) The Board may, on the recommendation of the Nominating Committee or by its own design, enact rules or policies to govern the nominations and electoral process for candidates, including establishing guidelines and criteria for determining suitable candidates based on skill, experience and attributes. Each candidate shall abide by all such rules and policies, failing which, the candidate may, by Board decision, be removed from the list of candidates eligible for election to the Board.

~~e) — Any nominee seeking election to the Board shall sign a nomination paper confirming that such nominee meets the eligibility requirements set out in these Bylaws, and such nomination paper shall be endorsed by the signatures of two (2) members of the Credit Union who have accounts with the Credit Union.~~

## **5.5 Conduct of Director Elections**

- a) Voting for the election of directors will take place during the Voting Period which will be set annually by the Board. The Voting Period shall not be less than seven (7) days nor more than twenty-one (21) days in length and shall begin not more than twenty-eight (28) days or end less than seven (7) days prior to the Annual Meeting.
- b) Voting for directors will be conducted in the manner approved by the Board and in accordance with the Act.
- c) Each member eligible to vote shall be entitled to only one vote or ballot and the number of director candidates equal to the number of directors to be elected receiving the highest number of votes are to be declared elected. In the event that two or more candidates receive an equal number of votes, the returning officer may provide that a vote or ballot be cast to break the tie.
- d) Ballots shall be counted by the returning officer prior to the Annual Meeting and successful candidates will be announced at the Annual Meeting.
- e) All other procedures not specified under these Bylaws shall be conducted in accordance with and as provided in the Act and/or Regulations, or any successor legislation.

## **5.6 Term of Office**

The term of office of a director shall be three (3) years, commencing at the end of the Annual Meeting following election of the director, except that a director selected by the Board to fill a vacancy in accordance with Section 5.8 of these Bylaws shall hold office only until the next Annual Meeting. The term of office of a director shall conclude at the end of the Annual Meeting occurring during the year of expiry of the director's term. The term of office of a director appointed as a result of an amalgamation shall be specified in the amalgamation agreement.

## **5.7 Removal of Directors**

- a) Removal by Members – Members may remove a director by a resolution approved by two-thirds of the votes cast at a special meeting or the Annual Meeting.
- b) Disqualification from Board – A director who fails to attend two-thirds of regularly scheduled board meetings in any calendar year without good cause, as determined by the Board, or fails to meet the requirements in Section 5.3 Director Qualifications, is disqualified from serving as a director and shall be removed as a director.
- c) Disqualification from Committees – Any director removed by members or disqualified from the Board for failing to attend the minimum number of meetings is also disqualified from any committee or representative body that requires an individual to be a director.

## **5.8 Vacancies**

In the event of a vacancy on the Board for any reason other than by virtue of the expiration of the term of a director in the ordinary course, the Board may fill such vacancy by appointing a director to serve on the Board until the next Annual Meeting, at which time a director shall be elected to fill the remainder of the vacating directors term.

## **SECTION 6 – MEETINGS**

### **6.1 Annual or Special Meetings**

The Board shall call an Annual Meeting to be held in accordance with the Act. All members are entitled to attend the Annual Meeting or any special meeting of members and participate and vote on all matters.

### **6.2 Conduct**

If approved by the Board, meetings of members may be held using telephone, electronic or other communication facilities.

### **6.3 Voting Generally**

- a) At any meeting of members, every question shall, unless otherwise required by the Act, Articles or these Bylaws, be determined by the majority of the votes cast on the question. In case of an equality of votes, the motion shall be lost.
- b) With the approval of the Board, voting at a meeting conducted using telephone, electronic or other communication facilities shall be by any means that will identify the voter and vote cast to the returning officer appointed for such location.
- c) If voting at a meeting of members is to be held by way of electronic voting, voting by mail or other voting method or any combination thereof, the returning officer shall ensure that the voting system used by the Credit Union:

- (i) is able to maintain a register of all members who have voted and is able to identify all members who voted;
  - (ii) records and counts votes in a manner that permits their subsequent verification;
  - (iii) prevents members from casting more than one vote or ballot, except as permitted pursuant to Section 5.5(c) of these Bylaws;
  - (iv) processes and stores the results of all votes cast during the Voting Period; and
  - (v) permits the votes to be recorded and counted without revealing how the individual members voted.
- d) No member who is less than 16 years of age is entitled to vote. A member who is not an individual may vote through a representative where that member gives the Credit Union notice of the appointment of the representative at least 48 hours before the meeting at which the representative is to vote on behalf of the member.

#### **6.4 Voting on a Fundamental Change**

- a) Voting on a resolution respecting a Fundamental Change will be conducted by secret vote or ballot in the manner which is approved by the Board. The manner of voting may include but is not limited to in person, electronic voting, by mail or by any other approved voting method during a Voting Period established by the Board.
- b) If the Credit Union authorizes electronic voting on a Fundamental Change during a Voting Period, a member or a shareholder [entitled to vote thereon](#) shall be allowed to participate in the meeting at which the resolution is presented and vote by means of telephone, electronic or other communication facility or vote in person if participating in the meeting in person.
- c) Each member is entitled to one vote. ~~Where a separate class or series vote is to be held, each shareholder is~~ [Except as required by the Act, the holders of the Investment Shares shall not be entitled, as such, to receive notice of or attend any meeting of the Credit Union and shall not be](#) entitled to ~~one~~ vote ~~per investment share~~ [at such meeting](#). All votes must be received during the Voting Period. The returning officer shall announce the results of the voting on the resolution to approve the Fundamental Change within 3 business days after the close of the Voting Period.
- d) The meeting at which the resolution to approve a Fundamental Change is presented and considered is not concluded until after expiry of the Voting Period and the counting of all votes cast by the voting methods authorized by the Board.

#### **6.5 Location**

Meetings of the Credit Union may be held at more than one location. The Board will determine the location of the Annual Meeting(s). Where arrangements are made for members to participate in the meeting through electronic, video, telephonic or other communication such meeting is considered to be a meeting in one (1) location.

#### **6.6 Meetings at More Than One (1) Location**

For meetings at more than one (1) location, members may only vote once on any question.

#### **6.7 Resolutions for Meetings at More than One (1) Location**

- a) At meetings conducted at more than one (1) location, resolutions must be submitted at least sixty (60) days prior to the first meeting. Resolutions from the floor are not permitted.

- b) Votes on resolutions will be held at each meeting and the resolution will only pass if the aggregate of the votes cast in all meetings is sufficient to pass the resolution.

## **6.8 Notice of Meetings**

Notice of meetings may be provided by any means provided for by the Act or the Regulations and approved of by the Board.

## **6.9 Other Meetings**

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

## **6.10 Quorum**

The quorum at an Annual or special meeting of members is fifteen (15) members entitled to vote, or where the meeting is held at more than one (1) location, is not less than ten (10) members who are entitled to vote at each location.

## **SECTION 7 – MEMBER COUNCILS**

### **7.1 Establishment of Member Councils**

Councils comprised of non-director members shall be established with such composition, qualifications, duties and authorities as prescribed by policy of the Board.

- ~~a) After the Annual Meeting in 2022, the Delegates elected to District Councils by members prior to April 20, 2022 will transition to Member Councils for the remainder of their term. Member Councils will no longer elect directors to represent the District but will continue their duties and responsibilities as outlined in Affinity Credit Union policy.~~

## **SECTION 8 – MEMBERSHIP CERTIFICATES**

### **8.1 Membership Certificates**

Membership share certificates need not be issued to members.

## **SECTION 9 – TERMINATION OF MEMBERSHIP**

### **9.1 Termination of Membership**

On any appeal from termination of membership, a vote to rescind the decision of the Board must be passed by seventy-five percent (75%) of the members present at the membership meeting.

## **SECTION 10 – SERVICES TO NON-MEMBERS**

### **10.1 Services to Non-Members**

Services may be provided to non-members.

## ~~**SECTION 11 – PATRONAGE RETURN ACCOUNTS**~~

### ~~**11.1 Patronage Return Accounts**~~

~~The Board may require that the whole, or any part, of the patronage returns to which members are entitled shall be deposited into separate “patronage return accounts” for each member. The patronage~~

return accounts shall be lent to the Credit Union on such terms and at a rate of interest as determined by the Board provided that it shall not exceed the prime rate of the Credit Union.

## **SECTION 112 – REPEAL**

### **112.1 Repeal**

All previous bylaws of the Credit Union are repealed as of the coming into force of these Bylaws. Such repeal shall not affect the validity of any act done or right, privilege, obligation or liability acquired or incurred under, or the validity of any contract or agreement made pursuant to, or the validity of any articles or predecessor charter documents of the Credit Union obtained pursuant to, any such bylaws prior to its repeal. All officers and persons acting under any bylaw so repealed shall continue to act as if appointed under the provisions of these Bylaws and all resolutions of the members, shareholders or the board or a committee of the Board with continuing effect passed under any repealed bylaw shall continue in full force and effect except to the extent inconsistent with these Bylaws and until amended or repealed.

<b>Summary report:</b>	
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Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>30</b>

## Articles of Amendment

**1. Name of credit union:** **Entity No.: 102036961**

Affinity Credit Union 2013

**2. The Articles of the credit union are amended as follows:**

Change the name to:

Other:

**a. Membership shares – par value, if any, and maximum number of membership shares that may be issued:**

Unlimited membership shares having a par value of five dollars (\$5.00).

**b. Investment shares:**

See attached Schedule 1

**c. The number of Directors or the minimum and maximum number of Directors:**

Shall be a minimum of nine (9) and a maximum of twenty-nine (29)

**d. Bond of Association, if any:**

Not applicable

**e. Restriction on share transfer, if any:**

Membership Shares may not be assigned or transferred without the approval of the Board.

**f. Restriction on the business of the credit union, if any:**

Not applicable

**g. Other provisions, if any:**

Not applicable

**h. Whether services may be provided to non-members:**

Services may be provided to non-members

**i. Street address of registered office:**

902 7<sup>th</sup> Ave N  
Saskatoon, SK S7K 3M7

3. Each amendment has been duly authorized.

<b>Name:</b> _____ <b>(President)</b>
<b>Address:</b> _____
<b>Date:</b> _____ <b>Signature:</b> _____ <b>(President)</b>
<b>Name:</b> _____ <b>(Secretary)</b>
<b>Address:</b> _____
<b>Signature:</b> _____ <b>(Secretary)</b>

**SCHEDULE 1 TO ARTICLES OF AMENDMENT OF  
Affinity Credit Union 2013**

1. Affinity Credit Union 2013 (the "Credit Union") may issue an unlimited number of no-par value Class "A" Investment Shares (the "Class A Shares") in series. ~~Investment~~Class "A" Shares may be issued in one or more designated series and each series shall be designated by a sequential ~~letter of the alphabet-~~number.
2. The Board, prior to issuing any series of ~~Investment~~Class "A" Shares, shall fix the number of ~~Investment~~Class "A" Shares of the series to be issued and determine the designation, preferences, rights, privileges, restrictions, limitations, prohibitions and conditions attaching to the ~~Investment~~Class "A" Shares of the series to be issued, including, without limiting the generality of the foregoing, the rate or rates of dividends, the amount or method or methods or calculation of preferential dividends, whether cumulative or non-cumulative or partially cumulative, and whether such rates, amounts or methods of calculation shall be subject to change or adjustment in the future, the date or dates and place or places of payment thereof and the date or dates from which such preferential dividends shall accrue, the redemption price and terms and conditions of redemption (if any), the rights of retraction (if any), and the prices and other terms and conditions or any rights of retraction and whether any additional rights of retraction may be vested in such holders in the future and conversion rates (if any). Before the issue of the first shares of a series, the Board shall send to the Registrar of Credit Unions articles of amendment in the prescribed form containing a description of such series, including the designation, rights, privileges, restrictions and conditions determined by the Board.
3. ~~2.-The Credit Union shall be entitled to issue a series of Investment Shares being an unlimited number of par value shares to be referred to as the "Series A Investment Shares" (the "Series "A" Shares"), the privileges, rights, conditions, restrictions, limitations and prohibitions attaching thereto~~ to the Class "A" Shares are as follows:
  - a) ~~Series~~Issuance: Class "A" Shares may be issued to members of the Credit Union (each, a "member") ~~or~~and non-members ~~and shall be issued at a price of \$1.00 per share and in minimum lots of 1,000 shares only. No holder of Series "A" Shares or an associate or that person shall purchase more than 50,000 Series "A" Shares and no more than 10% of the total Series "A" Shares sold.~~
  - b) ~~Holders of Series "A" Shares are not entitled to dividends except as declared by the Credit Union. Unpaid dividends shall accrue from the date of declaration by the Credit Union.~~
  - b) Dividends: Except with the consent of the holders of all the Class "A" Shares outstanding expressed by an ordinary resolution of the holders of each series of Class "A" Shares at meetings called for that purpose, no dividend shall at any time be declared and paid on or set apart for payment on the membership shares of the Credit Union in any fiscal year unless and until a dividend on all the Class

"A" Shares outstanding in respect of such fiscal year has been declared and paid or set apart for payment.

- c) Voting: Except as required by the Act, the holders of SeriesClass "A" Shares shall not be entitled, ~~as such, to vote or~~ to receive notice of or attend any meeting of the Credit Union ~~and shall not be entitled to vote at such meeting.~~
- d) ~~Series "A" Shares, only after a date that is two years after the date of their purchase or after the death of a holder, whichever is the earliest event in time, may be transferred to a holder residing in Saskatchewan at the time of the transfer.~~
- d) e) Participating Upon Liquidation, Dissolution or Winding-up: In the event of any liquidation, dissolution or winding up of the Credit Union among the members and shareholders for the purpose of winding up its affairs, the holders of all SeriesClass "A" Shares ~~and other Investment Shares issued in the series~~ are entitled to receive in priority to the members and other shareholders of other classes of shares of the Credit Union a sum equal to the amount paid therefor, together with all ~~declared but~~ unpaid dividends thereon, and, thereafter, the holders of the SeriesClass "A" Shares are not entitled to any further participation in any distribution of the assets of the Credit Union.
- e) Parity Among Holders of Series: The Class "A" Shares of each series shall rank on a parity with the Class "A" Shares of every other series with respect to priority in payment of declared but unpaid dividends and, if applicable, unpaid cumulative dividends, whether or not declared, and the return of capital, and the distribution of assets of the Credit Union in the event of the liquidation, dissolution or winding up of the Credit Union, whether voluntary or involuntary, or any other distribution of the assets of the Credit Union among its members or shareholders for the purpose of the winding up its affairs.
- f) ~~Subject to the Act and except as hereinafter set out, a holder of Series "A" Shares, on notice in writing made after January 1, 2015, may require the Credit Union to redeem, and the Credit Union shall redeem, Series "A" Shares from holders thereof giving notice for a sum equal to the amount paid for the Series "A" Shares together with all declared and unpaid dividends.~~
- g) ~~Subject to the Act and except as hereinafter set out, the Credit Union, after January 1, 2015, upon giving notice as hereinafter provided, may redeem the whole or any part of the then outstanding Series "A" Shares for a sum equal to the amount paid for the Series "A" Shares together with all declared but unpaid dividends thereon. If only some and not all the Series "A" Shares that could be redeemed on the Redemption Date are to be redeemed, the shares to be redeemed on the Redemption Date shall be selected in the order as follows:~~
  - i) ~~from holders of Series "A" Shares who have died prior to the Redemption Date;~~
  - ii) ~~from holders of Series "A" Shares who, prior to the Redemption Date, have requested in writing that their Series "A" Shares be redeemed; and~~

~~iii) for the remaining Series "A" Shares to be redeemed rateably among the Series "A" Shares remaining.~~

~~The Credit Union shall give at least ninety (90) days' prior notice to each holder of Series "A" Shares whose Shares are to be redeemed of the intent of the Credit Union to redeem the Shares. The notice shall specify the Redemption Date and, unless all of the Series "A" Shares held by that holder are to be redeemed, the number of the Series "A" Shares that are to be redeemed. The notice shall state that the holder is to present the certificate for the Shares to be redeemed to the Credit Union on or prior to the Redemption Date. From and after the Redemption Date, the Series "A" Shares called for redemption shall cease to be entitled to dividends or to any other participation in the assets of the Credit Union, other than to receive payment of the redemption price.~~

~~Where the Credit Union has given notice to a holder of Series "A" Shares of its election to redeem the Shares and the holder has not presented the certificate representing the Shares to the Credit Union for redemption, the Credit Union may set aside in a special redemption account an amount sufficient to redeem the Shares and such Shares shall be deemed to be redeemed as of the date that that amount is set aside in the special redemption account and the holder thereof shall thereafter have no right against the Credit Union in respect thereof, except upon surrender of the certificate for such Shares, to receive payment of the money deposited for that purpose, together with interest thereon at the rate applicable to that account. Notice to a holder of Series "A" Shares may be given by pre-paid post addressed to the holder at the address of the holder as it appears on the books of the Credit Union or by inserting the notice in two (2) issues of a newspaper in general circulation in the area served by the Credit Union. The accidental failure to give such notice to one or more holders shall not affect the validity of the redemption of Series "A" Shares.~~

~~h) Notwithstanding the foregoing:~~

~~i) the Credit Union may redeem all of the Series "A" Shares of any holder who has died on the request of the legal representative of the deceased holder without obligation to redeem any other Series "A" Shares; and~~

~~ii) the Credit Union may only pay dividends or redeem Series "A" Shares with the prior approval of CREDIT UNION DEPOSIT GUARANTEE CORPORATION.~~

*Attachments:*

(1) [Amended and Restated](#) Bylaws

(2) Notice of Registered Office

<b>Summary report:</b>	
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