

MERGER AGREEMENT

This Merger Agreement (this “**Agreement**”), dated as of the last executed date below, is entered into among the LEAGUE OF SOUTHEASTERN CREDIT UNIONS, an Alabama nonprofit corporation, d/b/a LEAGUE OF CREDIT UNIONS AND AFFILIATES (“**LCUA**”), and the MARYLAND AND DISTRICT OF COLUMBIA CREDIT UNION ASSOCIATION, INCORPORATED, a Maryland non-stock corporation (“**MDDCCUA**”). LCUA and MDDCCUA are collectively referred to as the “**Parties**”.

RECITALS

WHEREAS, the Parties intend that MDDCCUA be merged with and into LCUA, with LCUA surviving that merger on the terms and subject to the conditions set forth in this Agreement (the “**Merger**”);

WHEREAS, LCUA and MDDCCUA are each nonprofit corporations exempt from taxation under Section 501(c)(6) of the Code (defined below) and have members in lieu of stockholders;

WHEREAS, the board of directors of MDDCCUA has, by lawful vote, (a) determined this Agreement and the transactions contemplated by this Agreement, including the Merger are advisable and in the best interests of MDDCCUA and the MDDCCUA Members (defined below), (b) approved, declared advisable and adopted this Agreement and the transactions contemplated by this Agreement, including the Merger, and (c) resolved to recommend adoption of this Agreement by the MDDCCUA Members in accordance with the MCCA (defined below);

WHEREAS, following the execution of this Agreement, MDDCCUA shall seek to obtain, in accordance with the MCCA, the vote of at least two-thirds of the MDDCCUA Members present at a duly called meeting of MDDCCUA Members approving this Agreement, the Merger and the transactions contemplated by this Agreement;

WHEREAS, the board of directors of LCUA has, by lawful vote, (a) determined this Agreement and the transactions contemplated by this Agreement, including the Merger, are advisable and in the best interests of LCUA and LCUA Members (defined below), and (b) approved, declared advisable, and adopted this Agreement and the transactions contemplated by this Agreement, including the Merger, and (c) resolved to recommend adoption of this Agreement and submit this Agreement to, LCUA Members in accordance with the ANCL (defined below); and

WHEREAS, following the execution of this Agreement, LCUA shall seek to obtain, in accordance with the ANCL, the vote of at least two-thirds of LCUA Members present or represented by proxy at a duly called meeting of LCUA Members approving this Agreement, the Merger and the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I - DEFINITIONS

The following terms have the meanings specified or referred to in this Article I:

“Action” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“Affiliate” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term **“control”** (including the terms **“controlled by”** and **“under common control with”**) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning set forth in the preamble.

“AL Certificate of Merger” has the meaning set forth in Section 2.04.

“Amended Bylaws” has the meaning set forth in Section 2.06.

“ANCL” means the Alabama Nonprofit Corporation Law, as amended from time to time.

“Business Day” means any day except Saturday, Sunday or any other day on which commercial banks located in Tallahassee are authorized or required by Law to be closed for business.

“Closing” has the meaning set forth in Section 2.02.

“Closing Date” has the meaning set forth in Section 2.02.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contracts” means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

“Effective Time” has the meaning set forth in Section 2.04.

“Encumbrance” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

“Financial Statements” has the meaning set forth in Section 3.04.

“GAAP” means United States generally accepted accounting principles in effect from time to time.

“Governmental Authority” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Indebtedness” means, without duplication and with respect to MDDCCUA or any Subsidiary included in MDDCCUA’s Financial Statements solely on the cost method, all (a) indebtedness for borrowed money; (b) obligations for the deferred purchase price of property or services, (c) long or short-term obligations evidenced by notes, bonds, debentures or other similar instruments; (d) obligations under any interest rate, currency swap or other hedging agreement or arrangement; (e) capital lease obligations; (f) reimbursement obligations under any letter of credit, banker’s acceptance or similar credit transactions; (g) guarantees made by MDDCCUA or such Subsidiary on behalf of any third party in respect of obligations of the kind referred to in the foregoing clauses (a) through (f); and (h) any unpaid interest, prepayment penalties, premiums, costs and fees that would arise or become due as a result of the prepayment of any of the obligations referred to in the foregoing clauses (a) through (g).

“Knowledge” means, when used with respect to MDDCCUA, the actual or constructive knowledge of any director or officer of MDDCCUA, after due inquiry.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

“Leverage” means LCUA Service Corporation, Inc., a Florida corporation.

“Liabilities” has the meaning set forth in Section 3.04.

“LCUA” has the meaning set forth in the preamble.

“LCUA Member” means each Person holding an interest in LCUA, including an interest that provides the right (a) to vote on, consent to or otherwise participate in any decision of LCUA Members as provided in the LCUA Certificate of Incorporation (the **“LCUA Certificate of Incorporation”**) or LCUA bylaws, as amended or amended and restated from time to time (the **“LCUA Bylaws”**), respectively; and (b) to any and all other benefits to which such LCUA Member may be entitled as provided in the LCUA Certificate of Incorporation, the LCUA Bylaws or the ANCL.

“LCUA Member Approval” means the approval of this Agreement and the transactions contemplated by this Agreement, including the Merger, by the requisite number of members of LCUA pursuant to the ANCL, the LCUA Certificate of Incorporation and the LCUA Bylaws.

“Material Adverse Effect” means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of MDDCCUA or (b) the ability of MDDCCUA to consummate the transactions contemplated by this Agreement on a timely basis.

“MCCA” means the Maryland Corporations and Associations Code, as amended from time to time.

“MDDCCUA” has the meaning set forth in the preamble.

“MDDCCUA Articles of Merger” has the meaning set forth in Section 2.04.

“MDDCCUA Board Recommendation” has the meaning set forth in Section 3.02(b).

“MDDCCUA Bylaws” means the bylaws of the MDDCCUA in effect immediately prior to the Effective Time.

“MDDCCUA Certificate of Incorporation” means articles of incorporation of MDDCCUA in effect immediately prior to the Effective Time.

“MDDCCUA Charter Documents” has the meaning set forth in Section 3.03.

“MDDCCUA Member” means each Person holding an interest in MDDCCUA, including an interest that provides the right (a) to vote on, consent to or otherwise participate in any decision of MDDCCUA Members as provided in the MDDCCUA Certificate of Incorporation, MDDCCUA Bylaws, or other governing documents of MDDCCUA; and (b) to any and all other benefits to which such MDDCCUA Member may be entitled as provided in the MDDCCUA Certificate of Incorporation, the MDDCCUA Bylaws or the MCCA.

“MDDCCUA Member Approval” means the approval of this Agreement and the transactions contemplated by this Agreement, including the Merger, by the requisite number of MDDCCUA Members pursuant to the MCCA, the MDDCCUA Certificate of Incorporation and the MDDCCUA Bylaws.

“MDDCCUA Membership Interest” means an interest in MDDCCUA owned by a MDDCCUA Member, including such MDDCCUA Member’s right (a) to vote on, consent to or otherwise participate in any decision of the MDDCCUA Members as provided in the MDDCCUA Certificate of Incorporation or MDDCCUA Bylaws, respectively; and (b) to any and all other benefits to which such MDDCCUA Member may be entitled as provided in MDDCCUA Certificate of Incorporation, MDDCCUA Bylaws or the MCCA.

“Merger” has the meaning set forth in the recitals.

“Permits” means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

“Q2 Balance Sheet” has the meaning set forth in Section 3.04.

“Retained Cash” has the meaning set forth in Section 4.09.

“Subsidiary” means, with respect to any Person, any other Person of which any equity interests (whether voting or non-voting) are owned, directly or indirectly, by the first Person.

“Surviving Corporation” has the meaning set forth in Section 2.01.

“Surviving Corporation Member” means any Person holding a Surviving Corporation Membership Interest upon consummating the Merger at the Effective Time.

“Surviving Corporation Membership Interest” means an interest in the Surviving Corporation owned by a Surviving Corporation Member, including such Surviving Corporation Member’s right (a) to vote on, consent to or otherwise participate in any decision of the Surviving Corporation Members as provided in the LCUA Certificate of Incorporation or Amended Bylaws, respectively; and (b) to any and all other benefits to which such Surviving Corporation Member may be entitled as provided in LCUA Certificate of Incorporation, Amended Bylaws or the ANCL.

ARTICLE II - THE MERGER

Section 2.01 The Merger.

On the terms and subject to the conditions set forth in this Agreement, and in accordance with the ANCL (as applicable to LCUA) and the MCCA (as applicable to MDDCCUA), at the Effective Time, MDDCCUA will merge with and into LCUA, and the separate corporate existence of MDDCCUA will cease and LCUA will continue its corporate existence under the ANCL as the surviving corporation in the Merger (the **“Surviving Corporation”**).

Section 2.02 Closing.

Subject to the terms and conditions of this Agreement, the closing of the Merger (the **“Closing”**) shall take place remotely by electronic exchange of documents and signatures (or their electronic counterparts), at 12:01 AM, Eastern Standard Time, on January 1, 2027, or at such other time, date or place as the Parties mutually agree in writing, provided, that, the last conditions to Closing set forth in Article V have been satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date) (the day on which the Closing takes place being the **“Closing Date”**).

Section 2.03 Closing Deliverables.

At the Closing, MDDCCUA shall deliver or cause to deliver to LCUA the following:

- (a) a certificate, effective as of the Closing Date and signed by a duly authorized officer of MDDCCUA that each of the conditions set forth in this Agreement have been satisfied;
- (b) a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of MDDCCUA certifying that (i) attached to such certificate are true and complete copies of all resolutions adopted by the board of directors of MDDCCUA authorizing the execution, delivery and performance of this Agreement, including the Merger, and the consummation of the transactions contemplated by this Agreement and (ii) resolutions of the members of MDDCCUA approving and adopting this Agreement and the transactions contemplated by this Agreement, including the Merger, (iii) all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated by this Agreement and, (iv) MDDCCUA provided the MDDCCUA Members with a summary of, and an executed copy of, this Agreement, and a copy of the LCUA Certificate of Incorporation and of the Amended Bylaws, and (v) the names and signatures of the officers of MDDCCUA named on such certificate are authorized to sign this Agreement and the other documents to be delivered under this Agreement;
- (c) a good standing certificate (or its equivalent) from the secretary of state or similar Governmental Authority of the jurisdiction under the Laws in which MDDCCUA is organized;
- (d) a Transferred Employee Offer Letter executed by each Transferred Employee; and
- (e) such other documents or instruments as LCUA reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

Section 2.04 Effective Time.

Subject to the provisions of this Agreement, at the Closing, LCUA and MDDCCUA, shall (a) cause articles of merger (the **“MDDCCUA Articles of Merger”**) to be executed, acknowledged and filed with the Secretary of Maryland in accordance with the relevant provisions of the MCCA, (b) cause articles of merger (the **“AL Certificate of Merger”**) to be executed, acknowledged and filed with the Secretary of State of the State of Alabama in accordance with the relevant provisions of the ANCL, with effect as of the Effective Time, and (c) shall make all other filings or recordings required under the MCCA and ANCL, as the case may be. The Merger shall become effective at such time as both the MDDCCUA Articles of Merger have been duly filed with the Secretary of Maryland and the AL Certificate of Merger has been duly filed with the Secretary of State of the State of Alabama (the effective time of the Merger being hereinafter referred to as the **“Effective Time”**).

Section 2.05 Effects of the Merger.

The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the ANCL and MCCA, respectively. Without limiting the generality of the foregoing, and subject

thereto, from and after the Effective Time, all property, rights, privileges, immunities, powers, franchises, licenses and authority of MDDCCUA shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions and duties of MDDCCUA shall become the debts, liabilities, obligations, restrictions and duties of the Surviving Corporation.

Section 2.06 By-laws.

At the Effective Time, the by-laws of LCUA as in effect immediately prior to the Effective Time shall be amended in the form attached to this Agreement as Exhibit A (the “**Amended Bylaws**”) until thereafter amended in accordance with the terms thereof, the certificate of incorporation of the Surviving Corporation or as provided by applicable Law.

Section 2.07 Directors and Officers.

At the Effective Time, the directors and officers of the Surviving Corporation will be the following Persons until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the by-laws of the Surviving Corporation (it being agreed that the officers and directors of MDDCCUA prior to the Effective Time shall cease to be officers or directors as of the Effective Time).

1. Alabama

- a. Category One - Tina Williams
- b. Category Two - Brad Green
- c. Category Three - Bobby Michael
- d. At-Large - Ola Anise

2. Florida

- a. Category One - Denelle Miller
- b. Category Two - Suzanne Weinstein
- c. Category Three - Steve Moseley
- d. At-Large - Rick Skaggs

3. Georgia

- a. Category One - Brian Akin
- b. Category Two - Stacie Branch
- c. Category Three - Hank Halter
- d. At-Large - Roy Bibb

4. Virginia

- a. Category One - Joe Thomas
- b. Category Two - Chris Williams
Bruce Six
Janine Williams
- c. Category Three - Jeff Bentley
- d. At-Large - Paul Muse

5. Maryland. Four (4) directors appointed as follows: Vicki Johnston, Becky McKenzie, Jeffrey Goff, and David Sweiderk.

6. District of Columbia. One (1) at-large director appointed: Kristin Shultz.

7. Officers.

Board Chair - Rick Skaggs
Vice Chair - Ola Anise
Treasurer - Jeff Bentley
Secretary - Bobby Michael
Assistant Secretary - Kristin Shultz
Immediate Past Chair - Hank Halter

Section 2.08 Effect of the Merger on MDDCCUA Membership Interest.

At the Effective Time, as a result of the Merger and without any action on the part of LCUA, MDDCCUA or any MDDCCUA Member, the MDDCCUA Membership Interest issued and outstanding immediately prior to the Effective Time and held by a MDDCCUA Member shall be converted into a Surviving Corporation Membership Interest, such that, at the Effective Time, each MDDCCUA Member shall become a member of the Surviving Corporation holding a Surviving Corporation Membership Interest.

ARTICLE III - REPRESENTATIONS AND WARRANTIES OF MDDCCUA

Except as may be otherwise set forth in this Agreement, MDDCCUA represents and warrants to LCUA as of the date of this Agreement and as of the Closing, as follows:

Section 3.01 Organization and Qualification.

MDDCCUA and each of the Subsidiaries are duly organized, validly existing and in good standing under the Laws of the state of its organization and has full corporate power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as it has been and is currently conducted. MDDCCUA and each of the Subsidiaries are duly licensed or qualified to do business and are in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its business as currently conducted makes such licensing or qualification necessary.

Section 3.02 Authority; Board Approval.

(a) MDDCCUA has full corporate power and authority to enter into and perform its obligations under this Agreement to which it is a party and, subject to, in the case of the consummation of the Merger, adoption of this Agreement by MDDCCUA Member Approval, to consummate the transactions contemplated by this Agreement. The execution, delivery and performance by MDDCCUA of this Agreement to which it is a party and the consummation by MDDCCUA of the transactions contemplated by this Agreement have been duly authorized by all requisite corporate action on the part of MDDCCUA and no other corporate proceedings on the part of MDDCCUA are necessary to authorize the execution, delivery and performance of this Agreement or to

consummate the Merger and the other transactions contemplated by this Agreement subject only, in the case of consummation of the Merger, to receipt of MDDCCUA Member Approval. The MDDCCUA Member Approval is the only vote or consent of the holders of any class or series of MDDCCUA Membership Interests required to approve or adopt this Agreement, approve the Merger and consummate the Merger and other transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by MDDCCUA, and (assuming due authorization, execution and delivery by LCUA) this Agreement constitutes a legal, valid and binding obligation of MDDCCUA enforceable against MDDCCUA in accordance with its terms.

(b) The board of directors of MDDCCUA, by resolutions duly adopted by a lawful vote at a meeting of all directors of MDDCCUA duly called and held and, as of the date of this Agreement, not subsequently rescinded or modified in any way, has, as of the date of this Agreement (i) determined that this Agreement and the transactions contemplated by this Agreement, including the Merger, are fair to, and in the best interests of, the MDDCCUA Members, (ii) approved and declared advisable this Agreement and the transactions contemplated by this Agreement, including the Merger, in accordance with the MCCA, (iii) directed that this Agreement be submitted to the MDDCCUA Members for adoption, and (iv) resolved to recommend that the MDDCCUA Members adopt this Agreement (collectively, the **“MDDCCUA Board Recommendation”**) and directed that such matter be submitted for consideration of the MDDCCUA Members by lawful ballot in accordance with the MCCA.

Section 3.03 No Conflicts; Consents.

The execution, delivery and performance by MDDCCUA of this Agreement to which it is a party, and the consummation of the transactions contemplated by this Agreement, including the Merger, do not and will not: (i) conflict with or result in a violation or breach of, or default under, any provision of the MDDCCUA Certificate of Incorporation, MDDCCUA Bylaws or other organizational documents of MDDCCUA (collectively, the **“MDDCCUA Charter Documents”**); (ii) subject to, in the case of the Merger, obtaining MDDCCUA Member Approval, conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to MDDCCUA; (iii) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Contract to which MDDCCUA or any Subsidiary is a party or by which MDDCCUA or any Subsidiary is bound or to which any of their respective properties and assets are subject (including any Contract) or any Permit affecting the properties, assets or business of MDDCCUA or any Subsidiary; or (iv) result in the creation or imposition of any Encumbrance other than Permitted Encumbrances on any properties or assets of MDDCCUA or any Subsidiary. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to MDDCCUA or any Subsidiary in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement, except for the filing of the AL Certificate of Merger with the Secretary of State of Alabama and for the filing of the MDDCCUA Articles of Merger with the State Corporation Commission of the Commonwealth of Virginia.

Section 3.04 Undisclosed Liabilities.

Neither MDDCCUA nor any Subsidiary, other than those Subsidiaries included in MDDCCUA's 2025 audited financial statements ("**Financial Statements**"), solely on the cost method, has any liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise ("**Liabilities**"), except (a) those which are adequately reflected or reserved against in the June 30, 2026 balance sheet ("**Q2 Balance Sheet**"), and (b) those which have been incurred in the ordinary course of business consistent with past practice since the Q2 Balance Sheet and which are not, individually or in the aggregate, material in amount.

Section 3.05 Absence of Certain Changes, Events and Conditions.

Since the Q2 Balance Sheet, and other than in the ordinary course of business consistent with past practice, there has not been, with respect to MDDCCUA or a Subsidiary, any:

- (a) event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;
- (b) material change in any method of accounting or accounting practice, except as required by GAAP or as disclosed in the notes to the Financial Statements;
- (c) incurrence, assumption or guarantee of any Indebtedness for borrowed money except unsecured current obligations and Liabilities incurred in the ordinary course of business consistent with past practice;
- (d) except in the ordinary course of business, transfer, assignment, sale or other disposition of any of the assets shown or reflected in the Q2 Balance Sheet or cancellation of any debts or entitlements;
- (e) acceleration, termination, material modification to or cancellation of any Contract to which it is a party or by which it is bound;
- (f) hiring or promoting any person as or to (as the case may be) an officer or hiring or promoting any employee below officer except to fill a vacancy in the ordinary course of business; and
- (g) any of the foregoing, or any action or omission that would result in any of the foregoing.

Section 3.06 Contracts.

MDDCCUA has provided LCUA a copy of all of its Contracts.

Section 3.07 Legal Proceedings; Governmental Orders.

- (a) There are no Actions pending or, to MDDCCUA's Knowledge, threatened (i) against or by MDDCCUA or any Subsidiary or affecting any of its properties or assets; or (ii) against or by MDDCCUA or any Subsidiary that challenges or seeks to prevent, enjoin or otherwise delay the

transactions contemplated by this Agreement. No event has occurred, or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(b) There are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against or affecting MDDCCUA or any of its properties or assets.

Section 3.08 Compliance with Laws

To MDDCCUA's Knowledge, MDDCCUA and each Subsidiary has complied, and are now complying, with all Laws applicable to it or its business, properties or assets.

Section 3.09 Books and Records.

The minute books and member ledger of MDDCCUA, all of which have been provided to LCUA by MDDCCUA, are complete and correct and have been maintained in accordance with sound business practices. The minute books of MDDCCUA contain accurate and complete records of all meetings, and actions taken by written consent of, the MDDCCUA Member, the board of directors of MDDCCUA and any committees thereof, and no meeting, or action taken by written consent, of any such MDDCCUA Members, board of directors of MDDCCUA or committee has been held for which minutes have not been prepared and are not contained in such minute books. At the Closing, all of those books and records will be in the possession of LCUA.

Section 3.10 Full Disclosure.

No representation or warranty by MDDCCUA in this Agreement and no statement contained in this Agreement or any certificate or other document furnished or to be furnished to LCUA pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE IV - COVENANTS

Section 4.01 Conduct of Business Prior to Closing.

From the date of this Agreement until the Closing, except as otherwise provided in this Agreement or consented to in writing by the other party (which consent shall not be unreasonably withheld or delayed), neither party shall and shall cause its Subsidiaries (to the extent a party can control the conduct of its Subsidiary) to (x) conduct the business of such party each Subsidiary in the ordinary course of business consistent with past practice; and (y) use reasonable best efforts to maintain and preserve intact the current organization, business and franchise of such party and its Subsidiaries and to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having business relationships with such party and its Subsidiaries.

Section 4.02 Member Approval.

MDDCCUA shall use its reasonable best efforts to obtain the MDDCCUA Member Approval pursuant to the MCCA. The materials submitted to the MDDCCUA Members shall include the

MDDCCUA Board Recommendation, a summary of, and an executed copy of, this Agreement, the Amended Bylaws and a written ballot of the MDDCCUA Members approving this Agreement and the transactions contemplated by this Agreement.

Section 4.03 Closing Conditions.

From the date of this Agreement until the Closing, each Party shall use reasonable best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article V hereof.

Section 4.04 Fictitious Names.

Within five (5) Business Days of the Closing Date, LCUA shall file an Application for Registration of Fictitious Name (or the similar application, as applicable) to:

- (a) Register the fictitious name of League of Credit Unions and Affiliates in Maryland, and the District of Columbia; and
- (b) Register the fictitious name of MDDCCUA in Maryland and the District of Columbia.

Section 4.05 Advocacy Employee; Location

Following the Closing, LCUA will undertake to employ or engage a full-time professional based in Maryland for Maryland, District of Columbia and Delaware based advocacy purposes. Further, LCUA will continue to operate the current MDDCCUA office in Columbia, Maryland for a minimum of three (3) years following Closing.

Section 4.06 Employees.

LCUA shall or shall cause Leverage to offer employment effective on the Closing Date to each MDDCCUA employee listed below in the form of an offer letter attached to this Agreement as Exhibit B (each such offer letter, a “**Transferred Employee Offer Letter**”). Each employee listed below who accepts such offer is referred to herein as a “**Transferred Employee**”. The MDDCCUA Senior Management official will become part of LCUA’s leadership team subject to the discretion of the CEO of LCUA.

- Keyla Caldwell
- Jordan Burroughs
- Michelle Byrnie-Parker
- Chrystal Hunter
- Rory Murray
- Leigh Philibosian
- Karen Stansbury
- Sara Taddeo
- Nisha Talati

Section 4.07 MDDCCUA Signature Events.

Following the Closing, LCUA shall annually operate and/or host MDDCCUA chapters, roundtables, peer engagement and signature events for a minimum of two (2) years, to include: Connect Annual Convention; Tech Summit; Volunteer Leadership Conference; YP Summit; and THRIVE.

Section 4.08 MDDCCUA Awards.

Following the Closing, LCUA will continue to host “traditional MDDCCUA awards” to include: Emerging Leader; Volunteer of the Year; CEO of the Year; and Marketing Award.

Section 4.09 MDDCCUA Funds and Member Dues.

Prior to Closing, MDDCCUA shall not distribute any funds to any MDDCCUA Member. LCUA shall cause all cash and cash equivalents in MDDCCUA’s bank account(s) immediately prior to Closing (the “**Retained Cash**”) to be ear marked and allocated as follows:

Credit Union All-In Fund	\$150k
Regional PACs	\$250k
Advocacy Fund	\$125k

- (a) Liquid capital will go towards funding the dues difference through the Credit Unions All-In Fund, the regional PACs, and the Advocacy Fund.
- (b) The remaining Retained Cash not effectively allocated as provided immediately above shall be allocated to LCUA’s overhead and investments reserve.
- (c) Following the Closing, Former MDDCCUA Members will be subject to the LCUA dues formula (as revised from time to time by the board of directors of LCUA, the “**LCUA Dues Formula**”), which establishes the annual dues payable by each LCUA Member (as increased or decreased, year over year and from time to time, the “**LCUA Member Dues**”), as follows:

Year	Formula
2027	Each League’s separate formula would apply (factor frozen). LCUA to conduct a LCUA Dues Formula review.
2028 and 2029	LCUA Member Dues applied. LCUA dues would likely result in a reduction for all credit unions. A fund to cover any increase for Former MDDCCUA Member small credit unions (under \$350MM) that

	experience an increase in dues as a result of application of the due formula review.
--	--

Section 4.10 Further Assurances.

At and after the Effective Time, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and behalf of MDDCCUA, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of MDDCCUA, any other actions and things to vest, perfect or confirm of record or otherwise in the Surviving Corporation any and all right, title and interest in, to and under any of the rights, properties or assets of MDDCCUA acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger.

ARTICLE V - CONDITIONS TO CLOSING

Section 5.01 Conditions to Obligations of All Parties.

The obligations of each Party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

- (a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof;
- (b) Approval of the LCUA Members approving and adopting this Agreement and the transactions contemplated by this Agreement, including the Merger; and
- (c) Approval of the members of MDDCCUA approving and adopting this Agreement and the transactions contemplated by this Agreement, including the Merger.

Section 5.02 Conditions to Obligations of LCUA.

The obligations of LCUA to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or LCUA's waiver, at or prior to the Closing, of each of the following conditions:

- (a) The representations and warranties of MDDCCUA contained in this Agreement and any certificate or other writing delivered pursuant to this Agreement shall be true and correct in all respects on and as of the date of this Agreement and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects);

(b) MDDCCUA shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date; provided, that, with respect to agreements, covenants and conditions that are qualified by materiality, MDDCCUA shall have performed such agreements, covenants and conditions, as so qualified, in all respects; and

(c) No Action shall have been commenced against LCUA, MDDCCUA or any Subsidiary, which would prevent the Closing. No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any transaction contemplated by this Agreement.

Section 5.03 Conditions to Obligations of MDDCCUA.

The obligations of MDDCCUA to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or MDDCCUA's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of LCUA contained in this Agreement and any certificate or other writing delivered pursuant to this Agreement shall be true and correct in all respects on and as of the date of this Agreement and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects); and

(b) LCUA shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date; provided, that, with respect to agreements, covenants and conditions that are qualified by materiality, LCUA shall have performed such agreements, covenants and conditions, as so qualified, in all respects.

ARTICLE VI - TERMINATION

Section 6.01 Termination.

This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of MDDCCUA and LCUA;

(b) by LCUA by written notice to MDDCCUA if:

(i) LCUA is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by MDDCCUA pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article V and such breach, inaccuracy or failure has not been cured by MDDCCUA within ten days of MDDCCUA's receipt of written notice of such breach from LCUA; or

- (ii) any of the conditions set forth in Section 5.01 or Section 5.02 shall not have been, or if it becomes apparent that any of such conditions will not be satisfied, unless such failure shall be due to the failure of LCUA to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;
- (c) by MDDCCUA by written notice to LCUA if:
 - (i) MDDCCUA is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by LCUA pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article V and such breach, inaccuracy or failure has not been cured by LCUA within ten days of LCUA's receipt of written notice of such breach from MDDCCUA; or
 - (ii) any of the conditions set forth in Section 5.01 or Section 5.03 shall not have been, or if it becomes apparent that any of such conditions will not be satisfied, unless such failure shall be due to the failure of MDDCCUA to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing; or
- (d) by LCUA or MDDCCUA if there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

Section 6.02 Effect of Termination.

In the event of the termination of this Agreement in accordance with this Article, this Agreement shall become void and there shall be no liability on the part of any Party.

ARTICLE VII - MISCELLANEOUS

Section 7.01 Expenses.

Except as otherwise expressly provided in this Agreement, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring such costs and expenses.

Section 7.02 Notices.

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next

Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.02):

If to MDDCCUA:

9891 Broken Land Parkway, Suite 405
Columbia, Maryland 21046
E-mail: mparker@mddccua.org

with a copy to:

Dustin H. DeVore
Kaufman & Canoles, PC
4801 Courthouse Street, Suite 300
Williamsburg, Virginia 23188
Email: dustin.devore@kaufcan.com

If to LCUA:

1709 Hermitage Boulevard
Tallahassee, Florida 32308
E-mail: John.Bratsakis@the-league.coop

with a copy to:

Jonathan Kudulis
Kudulis, Reisinger and Price
2000 SouthBridge Parkway, Suite 415
Birmingham, Alabama 35209
E-mail: jkudulis@krpfirm.com

Section 7.03 Severability.

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 7.04 Entire Agreement.

This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained in this Agreement and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the Exhibits, the statements in the body of this Agreement will control.

Section 7.05 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations under this Agreement.

Section 7.06 No Third-party Beneficiaries.

This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.07 Amendment and Modification; Waiver.

No provision of this Agreement may be amended or modified except by an instrument in writing executed by the Parties. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 7.08 Governing Law; Arbitration.

(a) All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Florida.

(b) All disputes between or among the parties, arising out of or in any way connected with this Agreement or with the execution, interpretation and performance of this Agreement (including the validity, scope and enforceability of the dispute resolution provisions contained in this Section 7.08) shall be solely and finally settled by a single arbitrator (the “**Arbitrator**”).

(c) The arbitration proceedings shall be held in Charlotte, North Carolina, and except as otherwise may be provided in this Agreement, the arbitration proceedings, including the appointment of the Arbitrator, shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Prior to commencing arbitration, a party seeking such arbitration shall furnish the other proposed parties to the arbitration no less than Three (3) Business Days before such commencement a dated, written statement indicating (i) such party's intent to commence arbitration proceedings, (ii) the nature, with reasonable detail, of the dispute and (iii) the remedy or remedies such party will seek. Hearings must commence no later than ninety (90) days following the date of the arbitration notice described in this Section 7.08(c) and such hearings shall be conducted for no more than four (4) Business Days. To the extent permissible under applicable Law, the parties to this Agreement agree that the award of the Arbitrator shall be final and shall not be subject to judicial review. Judgment on the arbitration award may be entered and enforced in any court having jurisdiction over the parties or their assets. Nothing contained in this Section 7.08 shall prevent a party from seeking injunctive relief or require arbitration of any issue for which injunctive relief is sought by any such party.

Section 7.09 Specific Performance.

The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 7.10 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**MARYLAND AND DISTRICT OF COLUMBIA CREDIT UNION ASSOCIATION,
INCORPORATED**

By: _____

Name: _____

Title: _____

Date: _____

LEAGUE OF SOUTHEASTERN CREDIT UNIONS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Amended Bylaws
(See Attached)

LEAGUE OF SOUTHEASTERN CREDIT UNIONS & AFFILIATES BYLAWS

Amended: 5/05/2026

LEAGUE OF SOUTHEASTERN CREDIT UNIONS & AFFILIATES BYLAWS

TABLE OF CONTENTS

ARTICLE I. GENERAL	
SECTION 1 PURPOSES	
SECTION 2 SCOPE OF ACTIVITY	
SECTION 3 FISCAL YEAR	
ARTICLE II. MEMBERS	
SECTION 1 DEFINED	
SECTION 2 OTHER FORMS OF ASSOCIATION	
SECTION 3 HONORARY MEMBERS	
SECTION 4 REMOVAL OF A MEMBER	
SECTION 5 ANNUAL MEETING	
SECTION 6 SPECIAL MEETINGS	
SECTION 7 NOTICES	
SECTION 8 REPRESENTATION	
SECTION 9 QUORUM	
SECTION 10 VOTING	
ARTICLE III. DUES	
SECTION 1 DUES CALCULATION	
SECTION 2 DUES BILLING & PAYMENT	
SECTION 3 NON-PAYMENT OF DUES	
SECTION 4 REINSTATEMENT	
SECTION 5 DUES WAIVERS & MODIFICATIONS	
SECTION 6 ASSOCIATE MEMBER DUES	
ARTICLE IV. CHAPTERS	
SECTION 1 PURPOSE	
SECTION 2 COMPOSITION	
SECTION 3 FORMATION OF CHAPTERS	
SECTION 4 LIMITATIONS	
SECTION 5 DISSOLUTION OF CHAPTERS	
ARTICLE V. BOARD OF DIRECTORS	
SECTION 1 GOVERNANCE BY DIRECTORS	
SECTION 2 COMPOSITION AND TERM OF OFFICE	
SECTION 3 QUALIFICATIONS	
SECTION 4 ELECTION OF DIRECTORS	
SECTION 5 VACANCIES	

SECTION 6	LIMITATIONS	
SECTION 7	APPORTIONMENT REPORT	
SECTION 8	MEETINGS	
SECTION 9	REMOVAL OR DISQUALIFICATION	
SECTION 10	COMPENSATION	
ARTICLE VI.	OFFICERS AND EMPLOYEES	
SECTION 1	OFFICERS, ELECTION AND TERM	
SECTION 2	DUTIES OF OFFICERS	
SECTION 3	REMOVAL AND VACANCIES	
SECTION 4	CHIEF EXECUTIVE OFFICER	
SECTION 5	SCOPE OF RESPONSIBILITY	
SECTION 6	ANNUAL BUDGET	
SECTION 7	EMPLOYEES	
ARTICLE VII.	COMMITTEES	
SECTION 1	FORMATION OF COMMITTEES	
SECTION 2	EXECUTIVE COMMITTEE	
SECTION 3	DUTIES OF EXECUTIVE COMMITTEE	
SECTION 4	RECORD KEEPING OF EXECUTIVE COMMITTEE	
SECTION 5	AUDIT AND INVESTMENT COMMITTEE	
ARTICLE VIII.	AMENDMENTS	
SECTION 1	METHODS OF AMENDMENT	

LEAGUE OF SOUTHEASTERN CREDIT UNIONS & AFFILIATES BYLAWS

ARTICLE I: GENERAL

SECTION 1: Purpose. The purpose of the League of Southeastern Credit Unions & Affiliates ("Corporation") is the advancement and success of the credit union movement through advocacy, information, and education.

SECTION 2: Scope of Activity. The Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from Federal Income Tax under Section 501(c)(6) of the United States Internal Revenue Code (or corresponding provision of any future United States Internal Revenue Code). No part of the net earnings of the Corporation shall inure to the benefit of any member, private shareholder or individual.

SECTION 3: Fiscal Year. The fiscal year of the Corporation shall be the calendar year unless otherwise determined by the board of directors.

ARTICLE II: MEMBERS

SECTION 1: Defined. The membership of the Corporation shall consist of any credit unions chartered under state law or chartered under the law of the United States of America or any territory thereof which meet eligibility criteria established by the board of directors from time to time. Each member, by accepting membership in the Corporation, is bound to comply with, and does agree to observe in good faith and to abide by, the bylaws, resolutions, rules and regulations of the Corporation and its board of directors in effect from time to time.

SECTION 2: Other Forms of Association. The board of directors may establish other forms of association with the Corporation and its subsidiaries under the terms and conditions of which shall be established by the board.

SECTION 3: Honorary Members. Honorary members may be admitted to the Corporation upon unanimous vote of the board of directors. Honorary members shall have the power to participate in discussions but shall have no power to vote or any other power. Credit unions otherwise eligible for membership in the Corporation are specifically excluded from receiving this designation.

SECTION 4: Removal of Member. A member may be removed at any time, for cause, as determined by the board of directors, by a two-thirds (2/3) vote of the board of directors at any duly called meeting. A prorated refund of dues will be paid upon request. Any member shall have the right to appeal their removal, which may be reversed by a two-thirds (2/3) vote of the board.

SECTION 5: Annual Meeting. The annual meeting of the Corporation shall be held at such time and place as determined by the board of directors.

SECTION 6: Special Meetings. The board of directors may, by two-thirds (2/3) vote, call a special meeting of the members and shall call such meeting on written request of twenty-five percent (25%) of member credit unions. The official notification of a special meeting will contain a statement of the purpose of the meeting and the business to be conducted. No business may be conducted at a special meeting except for the business specified in the notice of such special meeting.

SECTION 7: Notices. Member credit unions shall receive at least thirty (30) days' notice of the annual meeting and any special meetings. Notice may be delivered in writing or through any electronic means including email, facsimile or similar electronic transmission, addressed to the individual contact person provided by the member credit union to the Corporation.

SECTION 8: Representation. Each full dues paying member credit union shall be entitled to one (1) delegate whom shall be a member of and designated by such member credit union. Each member credit union shall be entitled to one (1) vote.

SECTION 9: Quorum. A quorum for any membership meeting shall consist of delegates representing at least 10 percent (10%) of all full dues paying member credit unions.

SECTION 10: Voting. Any matter submitted to the membership at an annual meeting or special meeting will be determined by a simple majority of the members present and voting. Any member may vote by proxy executed in writing by the member or by its duly authorized attorney-in-fact. Voting shall be permitted by voice vote or any other reasonable method selected by the chairman of such meeting. The board of directors may submit issues directly to the membership outside of an annual meeting or special meeting. In such a case, voting shall be conducted by mail ballot and/or electronic means as determined by the board. Any such matter so submitted will be determined by a simple majority of ballots or responses received from full dues paying member credit unions.

ARTICLE III: DUES

SECTION 1: Dues Calculation. The board of directors shall adopt a budget for the Corporation and any changes to the dues schedule for the ensuing year. Dues schedules as determined by the board shall remain in effect from year to year except as the board changes them. Before any change that would increase maximum budgeted aggregate dues by more than 5% annually, the board shall allow for a comment period from the membership. Changes to the dues schedule shall require a two-thirds (2/3) vote of the board.

SECTION 2: Dues Billing & Payment. Annual dues are payable on January 1 and are delinquent after March 31. Upon payment of dues, no refund shall be made, absent error as determined by the board of directors, unless said credit union is removed by the board.

SECTION 3: Non-Payment of Dues. Unless the credit union has a pending dues waiver or modification request, any credit union not paying its annual dues on or before March 31 will be deemed not to be a member of the Corporation as of April 1 of that year and cease to receive all rights and privileges of membership.

SECTION 4: Reinstatement. Any credit union which was not a member of the Corporation the previous year and is admitted to membership after March 31 shall pay a prorated amount of dues for the balance of the year. The Corporation may approve a prorated or special dues schedule for credit unions that elect to re-affiliate.

SECTION 5: Dues Waivers & Modifications. Any dues waiver or modification for a credit union shall be authorized based on policies established by the board of directors.

SECTION 6: Other Forms of Association. The board of directors may establish dues for other forms of association under the terms and conditions of which shall be established by the board.

ARTICLE IV: CHAPTERS

SECTION 1: Purpose. Chapters are unincorporated associations formed in specific geographic areas as recognized by the Corporation. The purpose of a chapter is to support the Corporation, promote cooperation among credit unions, sponsor educational programs, and undertake other collaborative activities consistent with the goals and objectives of the Corporation and the credit union movement.

SECTION 2: Composition. Each chapter shall be composed of credit unions that are members in good standing of the Corporation and shall operate pursuant to bylaws as approved by the Corporation board of directors and adopted by the chapter.

SECTION 3: Formation of Chapters. The board of directors shall have the authority to allow credit unions within common geographic locations to form new chapters and, after consultation with the affected credit unions, shall designate the geographic area for chapters.

SECTION 4: Limitations. No chapter is an agent of, or attorney in fact for, the Corporation. The actions of any chapter shall be binding solely upon the chapter, not upon the Corporation. A chapter may indicate that it is affiliated with the Corporation, but may not assert that it is the Corporation or that it has the authority to act for the Corporation in any matter.

SECTION 5: Dissolution of Chapters. Any chapter may be dissolved upon a two-thirds (2/3) vote of a quorum of the Corporation board of directors present.

ARTICLE V: BOARD OF DIRECTORS

SECTION 1: Governance by Directors. The business affairs of the Corporation shall be exercised by and under the authority of the board of directors, except as otherwise provided in these bylaws.

SECTION 2: Composition and Term of Office. The number of directors constituting the board of directors shall initially be twenty-four (24) persons until the first annual meeting of the board of directors that occurs during calendar year 2026 (the “**2026 Meeting**”). Beginning with the 2026 Meeting and at any time thereafter, the board of directors may, from time to time by affirmative vote of two-thirds (2/3) of the directors then serving, change the number of directors constituting the board of directors, subject at all times to the restrictions described below. Before any change in composition of the board of directors, the board of directors shall allow for a comment period from the members of thirty (30) days. At all times, the board of directors shall be comprised of an equal number of directors, qualified in accordance with Section 3 of this ARTICLE V, representing member credit unions in each of the states of Alabama, Florida, Georgia, Maryland, and Virginia, and one (1) director for the District of Columbia (collectively, the “**Member States**” and each a “**Member State**”). Each director shall serve a term of office for three (3) years, and such terms shall be staggered so that one-third (1/3) of the then-serving directors’ terms shall expire each year. Except for directors selected to fill a vacancy, the term of a director shall begin immediately after the adjournment of the annual or special meeting following his or her election.”

SECTION 3: Qualifications. A director shall be the chief executive officer or senior management employee who reports directly to the chief executive officer of a member credit union in good standing with the Corporation.

SECTION 4: Election of Directors. Seats on the board of directors shall be apportioned among State Regions by the board of directors. Members may only vote for directors of the State Region with which such member credit union is domiciled. All elections for directors shall be determined by plurality vote and shall be by secret ballot. Election rules and procedures shall be determined by the board of directors and shall permit voting by mail ballot and/or electronic means as determined by the board.

SECTION 5: Vacancies. Any vacancy in a director position shall be filled by a majority vote of the board of directors at a regular or special board meeting. The person selected will serve until the next regularly scheduled election and shall meet the director qualifications as set forth in the bylaws and any policies established by the board. The person so elected shall serve the remainder of the unexpired term of the vacated office. In no event shall the vacancy remain for more than ninety (90) days from the date of its inception.

SECTION 6: Limitations. Directors elected to the Corporation board of directors are limited to three (3) consecutive, 3-year terms on the board of directors and are not eligible to be a director again until at least three (3) years have expired following such service on the board. Service prior to a consolidation with another league shall not count towards term limits. A member credit union is limited to one representative on the Corporation board at any given time.

SECTION 7: Apportionment Report. Periodically, but not less than every five years, a report on apportionment of membership size categories shall be adopted by the board of directors, which may include recommendations to adjust the membership size categories to ensure fair and equitable representation of member credit unions on the board of directors. Any vote on changes to membership categories shall require a two-thirds (2/3) vote of the board.

SECTION 8: Meetings. Directors shall meet at the call of the chair. Official notification of a regular meeting shall be given at least two (2) weeks in advance. The chairman shall call a special meeting of the board upon written request of a simple majority of directors of the Corporation. Official notification of a special meeting shall be given at least 48 hours prior to the special meeting and such notice shall state the purpose of the meeting and any business which may be conducted. A majority of directors shall constitute a quorum.

SECTION 9: Removal or Disqualification. A director may be removed from office upon the occurrence of any of the following events:

- A. For absence from three (3) consecutive regular meetings;
- B. By majority vote of the board of directors upon finding that the director no longer possesses the qualifications specified in the bylaws or any policies established by the Board; or
- C. For cause as determined by two-thirds (2/3) vote of the board as permitted by equitable law.

In the case of removal for cause, the determination of "cause" shall be at the discretion of the board and the removal shall constitute a vacancy in that director's position but only after such director has been given an opportunity to be heard. Any director who is removed for cause is ineligible for election to the vacancy created by his removal.

SECTION 10: Compensation. Directors serve without compensation, except that they shall be allowed and paid their actual and necessary expenses incurred in attending the meetings of the board of directors or performing their duties as a director, in accordance with policies established by the board.

ARTICLE VI: OFFICERS AND EMPLOYEES

SECTION 1: Officers, Election and Term. Officers shall be elected by the board of directors in a special meeting of the directors following the Corporation's annual meeting. These officers shall consist of chair, vice chair, treasurer, secretary, and immediate past chair. The qualifying credit union of the chair and vice chair shall not be domiciled in the same state. No officer shall be elected to the same office for more than two (2) consecutive one-year terms. An individual shall be deemed to have been elected to a full term if he has been elected or succeeded to said office for a period of six (6) months or more. The terms of officers shall expire at the conclusion of the Corporation's next annual meeting.

SECTION 2: Duties of Officers. Each officer shall perform the usual functions of his office as described by board of director policies.

SECTION 3: Removal and Vacancies. Any officer may be removed at any time, with or without cause, by the affirmative vote by a majority of the board of directors. Vacancies occurring among the officers of the Corporation shall be filled by the board.

SECTION 4: Chief Executive Officer. The board of directors may employ a chief executive officer ("CEO") who shall serve as an officer of the Corporation and its subsidiaries.

SECTION 5: Scope of Responsibility. The chief executive officer shall be directly and solely accountable and responsible to the board of directors for the daily management and operations of the Corporation and its subsidiaries. This person shall serve at the pleasure of the board; shall be reviewed and evaluated annually on his performance and the Corporation's performance by the board; and shall be fully responsible for discharging the directives and policies of the board through the Corporation's day to day operations, as well as any other duties as assigned by the board through contract or policy.

SECTION 6: Annual Budget. The chief executive officer shall present to the board of directors a proposed annual budget for each fiscal year, and shall make reports from time to time regarding actual results as compared to the budget. The treasurer shall present a financial report for the previous year at each annual meeting.

SECTION 7: Employees. The chief executive officer may hire additional employees as needed. All Corporation employees shall work solely at the direction and under the management and supervision of the CEO.

ARTICLE VII: COMMITTEES

SECTION 1: Formation of Committees. The board of directors may designate from among its own members, staff and member credit unions one (1) or more standing committees or other taskforces. Each such committee or taskforce may exercise the powers granted to it by the board. A majority of any committee constitutes a quorum, and the majority of the quorum is necessary for committee action.

SECTION 2: Executive Committee. The executive committee shall consist of the officers elected by the board of directors. The immediate past chair and the chief executive officer of the Corporation shall serve as ex-officio (non-voting) members of the executive committee.

SECTION 3: Duties of Executive Committee. The executive committee shall have such duties and powers of the board except as to the following matters:

- A. Amending the articles of incorporation;
- B. Amending the board governance manual;
- C. Recommending bylaw amendments to the membership;
- D. Filling or removing directors;
- E. Hiring or firing the chief executive officer;
- F. Approving the Corporation's annual budget;
- G. Any sale, lease or other disposition of all or substantially all of the property and assets of the Corporation other than that occurring in the usual and regular course of its business; or

H. Making major structural decisions (adding or eliminating programs, approving mergers or dissolving the Corporation).

SECTION 4: Record Keeping of Executive Committee. Within twenty-one (21) days after the adjournment of each executive committee meeting or prior to the convening of the next regular or special meeting of the board of directors, whichever comes first, minutes of the meeting shall be furnished to the board.

SECTION 5: Finance and Investment Committee. There shall be an Finance & Investment Committee of not less than three (3) members. The treasurer shall serve as chairman of the committee, with the other members appointed by the Corporation chairman from among the members of the Corporation. The board shall require an annual audit of the Corporation and its subsidiaries to be performed by an independent certified public accountant. A report of the results of such audit shall be transmitted to the board of directors at its next scheduled meeting.

ARTICLE VIII: AMENDMENTS

SECTION 1: Methods of Amendment. These bylaws may be amended by a vote of two-thirds (2/3) of the delegates voting, providing the notice has contained a copy of the proposed amendment and a statement of its purpose. Voting procedures shall be determined by the board of directors and may permit voting by mail ballot and/or electronic means as determined by the board.