

**RESOLUTION OF THE BOARD OF GOVERNORS OF
ST. FRANCIS XAVIER UNIVERSITY**

Defined Benefit Pension Plan for Employees of St. Francis Xavier University

(As Amended and Restated to January 1, 1999)

Amendment No. 4

WHEREAS St. Francis Xavier University (the "University") maintains a registered pension plan for its employees entitled the Defined Benefit Pension Plan for Employees of St. Francis Xavier University, as amended and restated to January 1, 1999, and further amended (the "Plan");

AND WHEREAS the University has reserved the right under subsection 12.1 to amend the Plan in whole or in part;

AND WHEREAS the University wishes to amend the Plan to reflect the Memorandum of Agreement between the University and CAW, Local 2107, which was voted on by the Union on March 16, 2007, as the agreement relates to the Plan;

AND WHEREAS the University wishes to amend the Plan to add a provision allowing employees on layoff to have the option of continuing to contribute to the Plan;

NOW THEREFORE IT IS HEREBY RESOLVED THAT the Plan text effective January 1, 1999, and amended by Amendment No. 1 effective January 1, 1999, January 1, 2000, June 4, 2001, and October 1, 2001, and amended by Amendment No. 2 effective June 4, 2001, and amended further by Amendment No. 3 effective January 1, 2003 and August 6, 2004, be further amended as follows and that the provisions of this Amendment override and/or modify those terms of the Plan with which they are inconsistent;

AND BE IT FURTHER RESOLVED THAT approval is given in advance for any minor changes to the Plan text as may be required by the Canada Revenue Agency and the Nova Scotia Department of Environment and Labour, Pension Regulation Division, in order that the Amendment to the Plan be accepted for registration.

THE AMENDMENT IS AS FOLLOWS:

1. Effective August 6, 2004, subsection 1.6 is deleted and replaced with the following:
 - 1.6 "Credited Service" means the number of years and fractions thereof of Continuous Service rendered in Canada while a Member of the Plan and while contributing as required under the rules of the Plan and, for Members employed by the University before 1975, Credited Service includes the Member's employment prior to 1975 that is in excess of 2 years. For further certainty Credited Service includes:
 - (a) any period while a Member is Disabled and entitled to receive long term disability benefit payments from a plan sponsored by the University; and

- (b) any period of maternity or parental leave in accordance with applicable employment standards legislation; and
- (c) any period of layoff; and
- (d) any other period of leave approved by the University, other than a Period of Disability or maternity or parental leave in accordance with applicable employment standards legislation;

provided that the following periods are expressly excluded:

- (e) any period of leave which would result in a Cumulative Additional Compensation Fraction in excess of 8 years; comprising no more than 5 years in respect of Eligible Periods of Reduced Pay and Eligible Periods of Temporary Absence, and no more than 3 years in respect of Periods of Parenting.

For an Employee employed on less than a full-time basis for a given period, Credited Service for such period means the amount determined by dividing the Member's hours worked during such year by the number of hours expected to be worked by a full-time Employee in a year. The ratio so determined shall not exceed one.

2. Effective March 16, 2007, the first paragraph of subsection 1.15 is deleted and replaced with the following:

1.15 “Interest” means:

- from January 1, 1987 to December 31, 1997, the average of the yields on five-year personal fixed term chartered bank deposit rates (CANSIM series B14045) over a reasonably recent period with the averaging period not exceeding 12 months.
- From January 1, 1998 to March 31, 2007, such rate of return, as determined by the Actuary, as can reasonably be attributed to the operations of the Fund, net of investment expenses.
- From April 1, 2007, the average of the yields on five-year personal fixed term chartered bank deposit rates (CANSIM series B14045) over a reasonably recent period with the averaging period not exceeding 12 months.

3. Effective August 6, 2004, subsection 3.3B is added to the Plan as follows:

3.3B Contributions During Periods of Layoff

A Member who is on a period of layoff may continue contributing to the Plan and accruing benefits for the period of layoff, subject to the limits imposed in the Tax Act. Contributions will be based on Earnings immediately prior to the commencement of the layoff.

4. Effective August 6, 2004, subsection 3.4 is deleted and replaced with the following:

3.4 Contributions During Other Periods of Leave

A Member who is on a period of leave approved by the University, other than a Period of Disability, maternity or parental leave in accordance with applicable employment standards legislation or a period of layoff, may continue contributing to the Plan and accruing benefits for the period of leave. Contributions will be based on Earnings immediately prior to the commencement of the leave.

5. Effective March 16, 2007, subsection 4.4 is deleted in its entirety and replaced with the following:

4.4 Optional Retirement Date

A Member may elect to retire from active employment on the first day of any month following the date the Member both reaches age 60 and completes 25 years of Continuous Service, which date will be the Member's Optional Retirement Date.

6. Effective March 16, 2007, subsection 5.1 is deleted in its entirety and replaced with the following:

5.1 Normal Retirement Benefit

Each Member who is also an Employee and who retires on or after his or her Normal Retirement Date or his or her Optional Retirement Date, is entitled to (and must make an election prior to pension commencement) either:

- (a) an annual pension, payable from his or her actual retirement, equal in amount to the total of (i) and (ii) as follows:
 - (i) 1.4% of the Member's 2005 Earnings up to the YMPE for 2005 plus 2.0% of the Member's 2005 Earnings in excess of the YMPE for 2005, the total multiplied by the Member's Credited Service to December 31, 2005; plus
 - (ii) for each year beginning January 1, 2006, 1.4% of the Member's Earnings up to the YMPE and 2.0% of the Member's Earnings in excess of the YMPE, or
- (b) a transfer, on a locked-in basis, of the benefit to which the Member is

entitled under subsection 7.3 under one of the options in paragraphs 7.8(a) or 7.8(b),

provided that a Member's benefits for Credited Service prior to January 1, 2006 shall not be less than the benefits to which the Member was entitled in respect of such Credited Service immediately prior to the date of this Amendment #4.

Note: The YMPE for 2005 was \$41,100.

7. Effective March 16, 2007, subsection 7.3 is deleted in its entirety and replaced with the following:

7.3 Minimum Termination Benefits

For service prior to April 1, 2007

On the Termination of Service of a Member who has completed 5 years of Continuous Service, the Member is entitled to receive a minimum benefit equal to the following in respect of service prior to April 1, 2007:

- (a) the Member's contributions made under subsection 3.1, with Interest in respect of service to December 31, 1985; plus
- (b) twice the Member's contributions made under subsection 3.1, with Interest, in respect of service between January 1, 1986 and March 31, 2007, provided that the requirements of paragraph 8503(2)(h) of the Regulations to the Tax Act are satisfied in respect of service between January 1, 1986 and March 31, 2007.

For service after March 31, 2007

On the Termination of Service of a Member who has completed 5 years of Continuous Service, no more than 50% of the Commuted Value of the pension provided for service on and after April 1, 2007 may be provided by the Member's contributions with Interest made under subsection 3.1 on and after such date.

Payment of the minimum benefits under this subsection 7.3 is subject to the locking-in requirements of subsection 7.2.

Note: Regulation 8503(2)(h) permits the payment of a termination benefit equal to twice a member's contributions, with Interest, provided that the member's contributions in years from 1992 did not exceed the lesser of:

- (1) 9% of the member's compensation from the University for each year; and
- (2) \$1,000 plus 50% of the member's pension credits for each year.

8. Effective March 16, 2007, subsection 7.6 is deleted in its entirety and replaced with the following:

7.6 Vested and Locked-In Termination Benefit for Service On and After January 1, 1988

On a Member's Termination of Service after the Member is vested with respect to his/her benefits for service on and after January 1, 1988, the Member must elect one of the following with respect to the Member's benefits for service on and after January 1, 1988:

- a) a deferred pension commencing on the Member's Normal Retirement Date, calculated in accordance with Section 5; or
- b) a transfer of the Commuted Value of the deferred pension in paragraph (a) on a locked-in basis under one of the options in subsection 7.8. The Member will also be entitled to a refund of the Member's excess contributions arising from the application of the minimum benefit rule in paragraph 5.4(b).; or
- c) a transfer of the minimum benefit to which the Member is entitled under subsection 7.3 on a locked-in basis under one of the options in paragraphs 7.8(a) or (b).

9. Effective March 16, 2007, subsection 12.4 is deleted in its entirety and replaced with the following:

12.4 Surplus While Plan is Ongoing

If at any time while the Plan continues in existence the Actuary certifies that the assets of the Fund exceed its liabilities (such excess referred to hereafter as the surplus) then all or part of such surplus may be used by the University to take Contribution Holidays pursuant to subsection 3.7, subject to prior notification of the union. No surplus may revert to the University unless the Plan is wound up in whole or in part by the University in accordance with subsection 12.5.

I hereby certify that the foregoing is a true and correct copy of a Resolution passed by the Board of Governors of the University.

This document is dated the _____ day of _____, 2007.

Name

Position

Signature