

**OFFICER=S CERTIFICATE REGARDING THE
AMENDMENT OF HEATHWOOD HALL EPISCOPAL SCHOOL**

The undersigned, being a duly authorized officer of Heathwood Hall Episcopal School (the AInstitution≡), acting pursuant to the authority granted to the officers of the Institution by the resolutions of the Board of Trustees of the Institution adopted on July 1, 2004 hereby approves and adopts the following resolution:

RESOLVED that, effective as of the dates set forth in Exhibit A, Heathwood Hall Episcopal School Defined Contribution Retirement Plan is hereby amended substantially in the form attached hereto identified as Exhibit A; and

RESOLVED that, the officers of the Institution be, and each of them hereby is, authorized and directed to take such further action as may be necessary or advisable to effectuate the foregoing resolution, including, but not limited to, providing notification to certain interested parties of such amendments.

IN WITNESS WHEREOF, I have executed this document on the
day of _____, 2004.

Director of Business Operations

EXHIBIT "A"

ARESOLVED, that with respect to Heathwood Hall Episcopal School Defined Contribution Retirement Plan, effective July 1, 2004:

Article IV: Plan Contributions

4.1 **Plan Contributions.** Plan Contributions will be made for Eligible Employees who have satisfied the requirements of Article IV in accordance with the schedule below.

Institution Plan Contributions will only be made for Participants who are making the required Participant Plan Contributions.

Plan Contributions as a Percentage of Compensation

<u>Employer %</u>	<u>Employee %</u>
2% minimum, up to 4%, maximum	Matched to the Participant's contribution, up to 4%, maximum

Participant Plan Contributions will be deducted from salary payments or, if elected by the Participant, will be made pursuant to a salary reduction agreement on a tax-deferred basis in accordance with the requirements of Code Section 403(b) and the regulations thereunder. Under the salary reduction agreement, the employee's salary (paid after the agreement is signed) is reduced and the amount of the reduction is applied as premiums to the Funding Vehicles available under this Plan. An election to make Participant Plan Contributions under this Section may not be made retroactively and shall remain in effect until modified or terminated. A Participant may terminate his or her salary reduction agreement at any time. Subject to any reasonable rules established by the Plan Administrator, a Participant may modify his or her salary reduction agreement during a Plan Year by filing an appropriate form with the Plan Administrator. Such rules may include the number and frequency of such modifications during any Plan Year, but a Participant shall be permitted to make a modification at least once each Plan Year.

**SUMMARY OF MATERIAL MODIFICATION
HEATHWOOD HALL EPISCOPAL SCHOOL**

Effective July 1, 2004, Heathwood Hall Episcopal School Defined Contribution Retirement Plan was changed.

RESOLVED[≡], that with respect to how Heathwood Hall Episcopal School matches retirement funds, effective July 1, 2004:

4. What contributions will be made?

When you begin participation in the Plan, contributions will be made automatically to the funding vehicles that you've chosen. The contributions are based on a percentage of your compensation, according to the schedule shown below. If you participate in the Plan for only a part of a year, your allocation will be based on the portion of compensation earned during the period in which you participate. Plan Contributions by you are voluntary and are made on either a before-tax (salary reduction) basis.

Institution plan contributions will be made only if you have made your required contribution.

Plan contributions made by you on a before-tax basis will be made under a written salary reduction agreement with the Institution. Under the agreement, your salary paid after the agreement is signed is reduced and the amount of the reduction is applied as premiums to one or more of the funding vehicles you select that are available under this Plan. You may terminate your salary reduction agreement at any time. Your ability to modify your agreement may be subject to such reasonable restrictions as established by the Plan Administrator. The salary reduction agreement will be legally binding and irrevocable with respect to salary paid while the agreement is in effect.

Plan Contributions as a Percentage of Compensation

<u>Employer %</u>	<u>Employee %</u>
2% minimum, up to 4%, maximum	Matched to the Participant's contribution, up to 4%, maximum

For faculty and all other employees, compensation means the basic annual earnings

including overtime pay, bonuses, and any other forms of supplemental remuneration. It also includes compensation that is not currently includable in your gross income because of the application of IRC Sections 125 or 403(b) through a salary reduction agreement. Compensation taken into account under the Plan cannot exceed the limits of IRC § 401(a)(17). The limit under Section 401(a)(17) is \$205,000, adjusted by the Internal Revenue Service for increases in cost-of-living.

Plan Number: 001

Employer Identification Number: 57-0358065