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ZOX & DUNN Co., LPA

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March 7, 2011

***Via Certified Mail No.: 7010 1870 0002 0692 5620***

Secretary of Labor  
Top-Hat Plan Exemption  
Employee Benefits Security Administration  
Room N - 1513  
United States Department of Labor  
200 Constitution Avenue No, NW  
Washington, DC 20210

Re: Top-Hat Plan Filing for The Builders Exchange of Central Ohio Deferred Compensation Plan

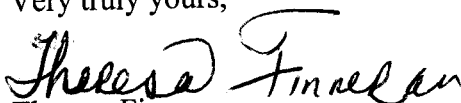
Dear Secretary:

Attached is the Top-Hat Plan filing for The Builders Exchange of Central Ohio Deferred Compensation Plan. This Plan is a Plan maintained by Builders Exchange primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees.

This filing is intended to meet the requirements to exempt the Plan from filing a Form 5500 as prescribed by Department of Labor Regulation Section 2520.104-23.

Thank you for your attention to this matter.

Very truly yours,

  
Theresa Finneran

Enclosures

MTF/mas

Columbus

Cleveland

Cincinnati

Raleigh

(H2171162.1)



**BUILDERS EXCHANGE OF CENTRAL OHIO**  
**DEFERRED COMPENSATION PLAN**

# BUILDERS EXCHANGE OF CENTRAL OHIO DEFERRED COMPENSATION PLAN

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**BUILDERS EXCHANGE OF CENTRAL OHIO  
DEFERRED COMPENSATION PLAN**

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**ARTICLE I**

**I. ESTABLISHMENT OF PLAN**

**A. Purpose and Intent**

Builders Exchange of Central Ohio (the "Company"), a tax-exempt organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the regulations set forth thereunder, hereby establishes a deferred compensation plan for the benefit of the Participants, known as the Builders Exchange of Central Ohio Deferred Compensation Plan (the "Plan"), to provide a financial incentive to the Participants.

The Plan is intended to be an eligible deferred compensation plan within the meaning of section 457(b) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder regarding deferred compensation plans of tax-exempt organizations. The Plan is intended to be an unfunded plan maintained by the Company primarily for the purpose of providing deferred compensation to a select group of management or highly compensated employees of the Company. The Plan shall be administered and construed in a manner consistent with said intent.

**B. Effective Date**

The Company establishes the Plan effective as of January 1, 2011.

**ARTICLE II**

**II. DEFINITIONS**

As used with the Plan, the following words and phrases have the meanings described in this Article II unless a different meaning is required by the context. Some of the words and phrases used in the Plan are not defined in this Article II, but for convenience, are defined as they are introduced in the text. Words in the masculine gender shall be deemed to include the feminine gender. Any headings used are included for ease of reference only and are not to be construed so as to alter any of the terms of the Plan.

- "Beneficiary" means the person, persons or trust designated pursuant to this Plan by the Participant to receive any benefits which are payable under this Plan by reason of the Participant's death.
- "Board" means the Board of Directors of the Company.
- "Code" means the Internal Revenue Code of 1986, as amended. Any reference to a section of the Code shall include any amendments to such Code section.

- “Company” means Builders Exchange of Central Ohio.
- “Deferred Compensation Account” means the separate bookkeeping account established and maintained for each Participant representing the separate unfunded and unsecured general obligation of the Company with respect to the Participant under the Plan.
- “Deferred Compensation Committee” (the “Committee”) means the committee appointed by the Board to administer the Plan consisting of one or more the Company’s employees, as designated by the Board. The Committee shall act by a majority of its members. No individual member of the Committee shall have any right to vote or decide upon any matter relating solely to himself or to any of his rights or benefits under the Plan (except such member may sign a unanimous written consent to resolutions adopted or other actions taken in writing). In the event that the foregoing sentence prevents any Committee action on a matter, such matter shall be considered by the Board. A member of the Committee shall serve until removed by action of the Board or until he shall submit a written resignation from service on the Committee to the Board. In the absence of a designation by the Board of a Committee, the Company’s executive committee shall serve as Plan Administrator.
- “Disability” means the Participant is substantially unable to perform the essential duties of his position (with or without “reasonable accommodation,” as defined under the Americans With Disabilities Act of 1990) because of physical or mental illness for a period in excess of six (6) months.
- “Distributable Event” includes Retirement, termination of the employment relationship due to Disability, termination of the employment relationship by the Company with or without cause, and voluntary termination of employment by the Participant. An individual’s employment relationship with the Company shall be treated as having been terminated during any period the individual is performing service in the uniformed services, as described in Code section 3401(h)(2)(A).
- “Eligible Employee” means any person who is (i) employed by the Company, (ii) is a member of its select group of management employees or is a highly compensated employee within the meaning of Title I of ERISA and (iii) has been selected by the Board, in its sole discretion, to be eligible to participate in the Plan.
- “Enrollment Form” means the form attached here to as Exhibit A and described in Article III, Section A which each Participant must complete before he or she may begin to accrue a Plan benefit. Although a copy of the Enrollment Form is attached to the Plan, it is not a part of the Plan and may be modified by the Committee without separate action by the Board and without regard to the restrictions described in Article XI.
- “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

- “Includable Compensation” means, with respect to a taxable year, the Participant’s compensation, as defined in Code section 415(c)(3), for services performed for the Company and shall include “differential wage payments,” as defined in Code section 3401(h)(2) (a payment by the Company to an individual with respect to any period during which the individual is performing service in the uniformed services while on active duty for a period of more than 30 days, and which payment represents all or a portion of the wages the individual would have received from the Company if the individual were performing service for the Company).
- “Normal Retirement Age” means the age of sixty-five (65) years for purposes of this Plan.
- “Participant(s)” means each Eligible Employee who has elected to participate in the Plan.
- “Plan” means Builders Exchange of Central Ohio Deferred Compensation Plan.
- “Plan Administrator” means the Deferred Compensation Committee.
- “Plan Year” means the twelve (12) consecutive month period ending on the last day of December in each calendar year.
- “Retirement” means the first date upon which the Participant has both attained the age of sixty-two (62) and terminated his or her employment relationship with the Company.

### ARTICLE III

#### III. PARTICIPATION

##### A. Eligibility and Election to Participate

The Board shall decide in its sole discretion which Eligible Employees may participate in the Plan, the earliest date on which they may participate and any other conditions affecting the Participant’s benefits.

In order to become a Participant, each Eligible Employee must complete an Enrollment Form specifying his or her Beneficiary and providing any other information the Committee may reasonably request. These elections will continue to be effective until changed as provided in Article XII, Section B.

## ARTICLE IV

### IV. DEFERRED COMPENSATION BENEFIT

#### A. Annual Deferred Compensation Amount

For the Plan Year commencing January 1, 2011, and for each Plan Year thereafter that the Plan is in effect, the Board shall, in its discretion, determine the amount to be credited to each Participant's Deferred Compensation Account ("Annual Deferred Amount") and the Annual Deferred Amount need not be the same amount or the same percentage for all Participants. The Company shall credit the Annual Deferred Amount, if any, in full no later than the last day of the applicable Plan Year. The initial Annual Deferred Amount for the Plan Year ending on December 31, 2011 shall be \$16,500 for each Participant.

#### B. Participant Deferrals or Contributions

No Participant elective deferrals or contributions shall be permitted or required under the Plan.

#### C. Maximum Annual Deferred Amount

##### 1. Primary Limitation

Except as provided in Article IV, Section C.2 below, the maximum Annual Deferred Amount that may be credited to a Participant's Deferred Compensation Account for any Plan Year shall not exceed the lesser of (i) the maximum dollar amount permitted by section 457(b)(2)(A) the Code or (ii) one hundred percent (100%) of the Participant's Includable Compensation.

##### 2. Catch-Up Limitations

For each of the last three Plan Years ending before the Participant attains Normal Retirement Age (as defined in Article II), the maximum Annual Deferred Amount in Article IV, Section C.1 may be increased as provided in section 457(b)(3) of the Code and this Article IV, Section C.2:

The maximum Annual Deferred Amount in such years may not exceed the lesser of:

- (i) twice the dollar amount permitted under section 457(b)(2)(A) of the Code and Article IV, Section C.1 of the Plan, or
- (ii) the sum of:
  - (a) the maximum annual Deferred Amount for the Plan Year pursuant to Article IV, Section C.1, and
  - (b) any unused maximum deferral for any prior Plan Years.

## ARTICLE V

### V. DEFERRED COMPENSATION ACCOUNTS

Solely for recordkeeping purposes, the Plan Administrator shall establish a Deferred Compensation Account for each Participant. A Participant's Deferred Compensation Account shall be credited with any Annual Deferred Amounts.

#### A. Deemed Investment of Deferred Compensation Account

The Participant shall be allowed to invest his or her Account to track investments selected by the Participant. The Deferred Compensation Account of a Participant shall be credited with investment earnings and gains and charged with investment losses and investment expenses. Any distribution with respect to a Deferred Compensation Account shall be charged to that Deferred Compensation Account as of the date such payment is made by the Company.

#### B. Hypothetical Nature of Deferred Compensation Account

The Plan constitutes a mere promise by the Company to make benefit payments in the future. The Deferred Compensation Account established for a Participant under this Plan shall be hypothetical in nature and shall be maintained for the Company's recordkeeping purposes only. The Deferred Compensation Account shall not hold any actual funds or assets. The right of any individual or entity to receive payments under the Plan shall be limited to that of an unsecured claim against the general assets of the Company. Any liability of the Company to any Participant, former Participant, or Beneficiary with respect to a right to payment shall be based solely upon contractual obligations created by the Plan. Neither the Company, nor the Board, or any individual or entity shall be deemed to be a trustee of any amounts to be paid under the Plan. Nothing contained in the Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship, between the Company and a Participant, former Participant, Beneficiary, or any other individual or entity. The Company does not in any way guarantee any Participant's Deferred Compensation Account against loss or depreciation, however caused. In no event shall any employee, officer, Trustee, or Director of the Company be liable to any individual or entity on account of any claim arising by reason of the Plan provisions or any instrument or instruments implementing its provisions, or for the failure of any Participant, Beneficiary or other individual or entity to be entitled to any particular tax consequences with respect to the Plan or any credit or payment hereunder.

#### C. Statement of Deferred Compensation Accounts

The Plan Administrator shall provide to each Participant periodic statements (at least annually) setting forth the then amount of the Deferred Compensation Account maintained for such Participant.

## ARTICLE VI

### VI. VESTING OF ACCOUNT

A Participant shall be considered to be fully vested in the amount of benefit reflected by the Deferred Compensation Account at any given time.

## ARTICLE VII

### VII. DISTRIBUTIONS

#### A. Distribution of Benefits and Election upon Occurrence of a Distributable Event

Except as otherwise provided in this Article VII, the distribution of a Participant's Deferred Compensation Account shall commence on the benefit commencement date elected in writing by the Participant in the Enrollment Form or such other form as the Plan Administrator may prescribe. The Participant may elect to have the distribution of benefits commence on a date that is (i) no earlier than sixty-one (61) days after the Participant's Distributable Event and (ii) no later than April 1<sup>st</sup> of the calendar year following the later of the calendar year of the Participant's Retirement or the calendar year in which the Participant attains age 70 1/2. A Participant's election of a benefit commencement date may be made or changed at any time up until the 60<sup>th</sup> day following the Participant's Distributable Event, after which the election shall become irrevocable (subject to Article VII, Section B). If the Participant fails to make an election by the 60<sup>th</sup> day following the Distributable Event or the Participant's election cannot be given effect under the terms of this Article VII, Section A, then the distribution of the Participant's Deferred Compensation Account shall commence on the 61<sup>st</sup> day following the Distributable Event. Such distributions shall be made in accordance with one of the payment options described in Article VII, Section C. Distribution of benefits shall begin as soon as administratively practicable after the benefit commencement or default distribution date, but in no event later than the time required under Article VII, Section D.

#### B. Additional Distribution Election

Notwithstanding a Participant's prior irrevocable election to defer payment of any or all amounts under this Plan as provided by section 457 of the Code, any such Participant may elect to defer commencement of distributions under this Plan if:

- (i) the election is made after amounts may be available under the Plan in accordance with section 457(d)(1)(A) of the Code, and before commencement of such distributions; and
- (ii) there has been no prior election by such Participant under this Article VII, Section B.

### **C. Payment Options**

A Participant (or a Beneficiary as provided in Article VII, Section E) may elect to have the value of the Participant's Deferred Compensation Account distributed in accordance with one of the following payment options provided that such option is available under the investment and consistent with the limitations set forth in Article VII, Section D:

- (i) an annuity;
- (ii) lump sum;
- (iii) withdrawals for a specified number of years;
- (iv) withdrawals of a specified amount; or
- (v) any other method of payment agreed upon by Participant and the Company and accepted by the investment provider.

The election of a payment option must be made at least thirty (30) days before the payment of benefits is to commence. If a Participant fails to elect a payment option at least thirty (30) days before benefit payments are to commence, then payment shall be made in a lump sum.

### **D. Required Minimum Distributions**

No payment option may be selected by the Participant (or a Beneficiary) unless it satisfies the requirements of section 401(a)(9) and any additional Code limitations applicable to the Plan. The requirements of this Article VII, Section D shall take precedence over any inconsistent provisions of the Plan.

### **E. Death Benefits**

If a Participant dies before he or she has begun receiving benefits pursuant to this Article VII, a death benefit equal to the value of the Participant's Deferred Compensation Account shall be payable to the Beneficiary. Such death benefit shall be paid as soon as administratively practicable after the 61<sup>st</sup> day following the Participant's death, unless the Beneficiary elects a later commencement date within sixty (60) days following the Participant's death. Such death benefit shall be paid in a lump sum unless the Beneficiary makes a timely election of a different payment option in accordance with Article VII, Section C. Payment to the Participant's Beneficiary must comply with the minimum distribution requirements of Article VII, Section C, and with any additional Code limitations applicable to the Plan. If the Beneficiary dies before completion of payments under the payment option, the value of the remaining payments under the payment option shall be paid to the Beneficiary's beneficiary or, if none, the Beneficiary's estate.

If a Participant dies after he or she has begun receiving benefits pursuant to Article VII, the guaranteed or remaining payments payable under the payment option selected by the Participant, if any, shall be payable to the Participant's Beneficiary commencing with the first payment due after the death of the Participant. Payment to the Participant's Beneficiary must comply with the minimum distribution requirements of Article VII, Section C, and with any additional Code limitations applicable to the Plan. If the Beneficiary dies prior to completion of the payments, the value of the remaining payments under the payment options shall be paid to

the Beneficiary's beneficiary or, if none, the Beneficiary's estate. In no event shall the Company be liable for any payments made in the name of the Participant or a Beneficiary before the Company receives proof of the death of the Participant or Beneficiary.

## **ARTICLE VIII**

### **VIII. PLAN ADMINISTRATION**

The Plan shall be administered by the Plan Administrator, and such Plan Administrator may designate an agent to perform the recordkeeping duties. The Plan Administrator shall construe and interpret the Plan, including disputed and doubtful terms and provisions and, in its sole discretion, decide all questions of eligibility and determine the amount, manner and time of payment of benefits under the Plan. The determinations and interpretations of the Plan Administrator shall be consistently and uniformly applied to all Participants and Beneficiaries, including but not limited to interpretations and determinations of amounts due under this Plan, and shall be final and binding on all parties. The Plan at all times shall be interpreted and administered as an unfunded deferred compensation plan, and no provision of the Plan shall be interpreted so as to give any Participant or Beneficiary any right in any asset of the Company which is a right greater than the right of a general unsecured creditor of the Company.

## **ARTICLE IX**

### **IX. NON ASSIGNABILITY**

#### **A. In General**

Except as provided in Article IX, Section A, the interest of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and no Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder or any interest under the Plan, which payments and interests are expressly declared to be non-assignable and non-transferable.

#### **B. Domestic Relations Orders**

##### **1. Allowance of Transfers.**

Notwithstanding Article IX, Section A, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to a State domestic relations law ("domestic relations order"), then the amount of the Participant's Deferred Compensation Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Plan Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Where necessary to carry out the terms of such an order, a separate Account may be

established with respect to the spouse, former spouse, child, or other dependent of the Participant who shall be entitled to make investment selections with respect thereto in the same manner as the Participant.

## **2. Release from Liability to Participant.**

The Company's liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to a spouse, former spouse, child, or other dependent pursuant to paragraph 1 of this Article IX, Section B. No such transfer shall be effectuated unless the Company has been provided with satisfactory evidence that the Company is released from any further claim by the Participant with respect to such amounts. The Participant shall be deemed to have released the Company from any claim with respect to such amounts, in any case in which (i) the Company has been served with legal process or otherwise joined in a proceeding relating to such transfer, (ii) the Participant has been notified of the pendency of such proceeding in the manner prescribed by the law of the jurisdiction in which the proceeding is pending by service of process in such action or by mail from the Company to the Participant's last known mailing address, and (iii) the Participant fails to obtain an order of the court in the proceeding relieving the Company from the obligation to comply with the judgment, decree, or order. The Participant shall also be deemed to have released the Company if the Participant has consented to the transfer pursuant to the terms of a property settlement agreement and/or a final judgment, decree, or order as described in paragraph 1 of this Article IX, Section B.

## **3. Participation in Legal Proceedings.**

The Company shall not be obligated to defend against or seek to have set aside any judgment, decree, or order described in paragraph 1 of this Article IX, Section B or any legal order relating to the garnishment of a Participant's benefits, unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Company to incur such expense, the amount of the expense may be charged against the Participant's Deferred Compensation Account and thereby reduce the Company's obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the Company shall be authorized to the extent permitted by applicable laws to disclose information relating to the Participant's Deferred Compensation Account to the Participant's spouse, former spouse, or child (including the legal representatives of the spouse, former spouse, or children), or to a court.

# **ARTICLE X**

## **X. USERRA**

A Participant whose employment is interrupted by qualified military service under Code Section 414(u) or who is on a leave of absence for qualified military service under Code Section 414(u) may defer additional compensation upon resumption of employment with the Company equal to the maximum amount of compensation that could have been deferred during that period if the Participant's employment with the Company had continued (at the same level of compensation) without the interruption of leave, reduced by the amount of compensation, if any,

actually deferred during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

## ARTICLE XI

### XI. CLAIMS PROCEDURE

Unless modified by the Plan Administrator, the claims procedure set forth in this Article XI shall be the claims procedure for the resolution of disputes and disposition of claims arising under the Plan.

#### A. Original Claim

A Participant or Beneficiary may file with the Plan Administrator a written claim for benefits under the Plan. Within ninety (90) days after the filing of such a claim, the Plan Administrator shall notify the claimant in writing whether the claim is upheld or denied in whole or in part or shall furnish the claimant a written notice describing specific circumstances requiring a specified amount of additional time (but not more than one hundred eighty (180) days from the date the claim was filed) to reach a decision on the claim. If the claim is denied in whole or in part, the Plan Administrator shall state in writing: (i) the specific reasons for the denial, (ii) the specific references to the pertinent provisions of this Plan on which the denial is based, (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary, and (iv) an explanation of the claims review procedure set forth in Article XI, Section B.

#### B. Claims Review Procedure

Within sixty (60) days after receipt of notice that the claim has been denied in whole or in part, the claimant may file with the Plan Administrator a written request for a review and may, in conjunction therewith, submit written issues and comments. Within sixty (60) days after the filing of such a request for review, the Plan Administrator shall notify the claimant in writing whether, upon review, the claim was upheld or denied in whole or in part or shall furnish the claimant a written notice describing specific circumstances requiring a specified amount of additional time (but not more than one hundred twenty (120) days from the date the request for review was filed) to reach a decision on the request for review.

#### C. Claims for Benefits as a Result of Disability

If a Participant files a claim for a benefit by reason of termination of employment due to Disability, the ninety (90) day period described in this Article XI shall be reduced to forty-five (45) days. The forty-five (45) day period may be extended by thirty (30) days if the Plan Administrator determines the extension is necessary due to circumstances outside of the control of the Plan, and the claimant is notified prior to the end of the forty-five (45) day period. If prior to the end of the thirty (30) day extension period, the Plan Administrator determines that additional time is necessary, the period may be extended for a second thirty (30) day period, provided the claimant is notified prior to the end of the first thirty (30) day extension period and

such notice specifies the circumstances requiring the extension and the date on which the Plan Administrator expects to render a decision.

The sixty (60) day period with respect to the appeal of the denial of a Participant's claim shall be reduced to forty-five (45) days with respect to a claim filed for a benefit by reason of termination of employment due to Disability. The forty-five (45) day period may be extended by an additional forty-five (45) days if the Plan Administrator determines the extension is necessary to circumstances outside the control of the Plan, and the claimant is notified prior to the end of the initial forty-five (45) day period.

#### **D. Exhaustion of Administrative Remedies**

No Participant or Beneficiary may commence any legal action to recover benefits under the Plan or to enforce or clarify rights under the Plan, or under any provisions of law, whether or not statutory, until the claims and review procedures set forth herein have been exhausted in their entirety.

### **ARTICLE XII**

#### **XII. CONSTRUCTION OF PLAN**

Any payments under the Plan shall be independent of, and in addition to those under any other plan, program or document which the Company may have in effect, or any other compensation payable to the Participant or the Participant's Beneficiary by the Company. The Plan shall not be construed as a contract of employment nor does it restrict the right of the Company to discharge the Participant or the right of the Participant to terminate employment.

The Company shall be under no obligation whatsoever to purchase or maintain any contract, policy or other asset to provide the benefits under the Plan and any reference to a contract, policy or other asset is made solely for the purpose of computing the value of the benefits payable. Any contract, policy or other asset which the Company may utilize to assure itself of general assets with which to provide the benefits hereunder shall not serve in any way as security to the Participant for the Company's performance under the Plan, and shall remain the general assets of the Company subject to the claims of its creditors. The Company does not give, nor does the Plan give or the Participant receive a beneficial interest in any asset of the Company. All rights of ownership in any such assets are and remain in the Company.

### **ARTICLE XIII**

#### **XIII. AMENDMENT AND TERMINATION**

The Company reserves the right to amend or alter, retroactively or prospectively, or discontinue this Plan at any time. Such action may be taken in writing by any officer of the Company who has been duly authorized by the Board to perform acts of such kind. However, no such amendment shall deprive any Participant or Beneficiary of the Participant's vested benefit on the effective date of such amendment or termination. Notwithstanding the provisions of this Article XIII to the contrary, the Company may amend the Plan at any time, in any manner, if the

Company determines any such amendment is required to ensure that the Plan is characterized as providing deferred compensation for a select group of management or highly compensated employees or to otherwise conform the Plan to the provisions of any applicable law including ERISA and the Code.

## ARTICLE XIV

### XIV. MISCELLANEOUS

#### A. Notices

Each Participant shall furnish to the Plan Administrator any information the Plan Administrator deems necessary for purposes of administering the Plan, and the payment provisions of the Plan are conditional upon the Participant furnishing promptly such true and complete information as the Plan Administrator may request. Each Participant shall submit proof of his age when required by the Plan Administrator. The Plan Administrator shall, if such proof of age is not submitted as required, use such information as is deemed by it to be reliable, regardless of the lack of proof, or the misstatement of the age of individuals entitled to benefits. Any notice or information which, according to the terms of the Plan or requirements of the Plan Administrator, must be filed with the Plan Administrator, shall be deemed so filed if addressed and either delivered in person or mailed to and received by the Plan Administrator, in care of the Company at:

Builders Exchange of Central Ohio  
1175 Dublin Road  
Columbus, Ohio 43215

#### B. Designation of Beneficiary

Each Participant shall designate, by name on an Enrollment Form, the Beneficiary(ies) who shall receive any benefits which might be payable after such Participant's death. A Beneficiary designation may be changed or revoked without such Beneficiary's consent at any time or from time to time in the manner as provided by the Plan Administrator, and the Plan Administrator shall have no duty to notify any individual or entity designated as a Beneficiary of any change in such designation which might affect such individual or entity's present or future rights. If none of the designated primary or contingent Beneficiaries survive the Participant, or if the Participant fails to designate a Beneficiary, the benefit shall be payable to the Participant's spouse, or, if the Participant was not married at the time of death, the Participant's estate.

#### C. Binding Effect

The provisions of this Plan shall be binding upon the Company and its successors and assigns and upon every Participant and his heirs, Beneficiaries, estate and legal representatives.

**D. Severability**

If a court of competent jurisdiction holds any provision of this Plan to be invalid or unenforceable, the remaining provisions of this Plan shall continue to be fully effective.

**E. Governing Law**

To the extent not superseded by the laws of the United States, the laws of the State of Ohio shall be controlling in all matters relating to the Plan.

IN WITNESS WHEREOF, the Company has adopted the foregoing instrument effective as of 1.1, 2011.

BUILDERS EXCHANGE OF CENTRAL OHIO

By: Dennis Haffer  
Its: President



7010 1A70 0002 0692 5620

013116204409

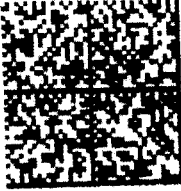
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04/25/2011

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250 West Street  
Columbus, Ohio 43215

Secretary of Labor  
Top-Hat Plan Exemption  
Employee Benefits Security Administration  
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United States Department of Labor  
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