

**RICHARD, WAYNE AND ROBERTS**

RECRUITING SPECIALISTS

EEOA/PUBLIC DISCLOSURE

2012 APR 23 PM 4:35

April 3, 2012

Top Hat Plan Exemption  
Employee Benefits Security Administration  
U. S. Department of Labor  
200 Constitution Avenue N.W., Room N-1513  
Washington, D.C. 20210

Re: Richard, Wayne & Roberts, Inc. Supplemental Executive Retirement Plan

Dear Sir or Madam:

Pursuant to Department of Labor Regulation §2520.104-23, this statement is filed in compliance with the reporting and disclosure requirements of Part 1 of Title I of the Employee Retirement Income Security Act of 1974. Richard, Wayne & Roberts, Inc. maintains a deferred compensation plan for a select group of management or highly compensated employees. The following information is provided in accordance with DOL Regulations §2520.104-23(b)(1):

Richard, Wayne & Roberts, Inc.  
24 Greenway Plaza, Suite 1304  
Houston, Texas 77046

Employer Identification Number: 76-0686681

It is hereby declared that Richard, Wayne & Roberts, Inc. maintains a plan primarily of the purpose of providing deferred compensation for a select group of management or highly compensated employees.

The number of top-hat plans maintained by the Employer: One (1).

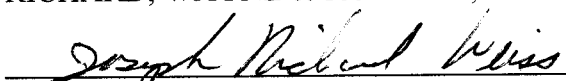
The number of Participants in this top hat plan is 5.

The number of Participants in each of the other top hat plans maintained by the Employer: N/A

The Plan was adopted effective as of January 1, 2011.

Sincerely,

RICHARD, WAYNE & ROBERTS, INC.

  
Joseph Richard Weiss, President

Enclosures

**RICHARD, WAYNE & ROBERTS, INC.**  
**SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN**  
(Effective as of January 1, 2011)

**RICHARD, WAYNE & ROBERTS, INC.**

**Section 1. Purpose.**

The purpose of this supplemental executive retirement plan (“SERP” or “Plan”) is to keep personnel of experience and ability in the employ of the Company and to compensate them for their contributions to the growth and profits of the Company and thereby induce them to continue to make such contributions in the future. This Plan’s provisions are intended to meet the requirements of Internal Revenue Code Section 409A and Internal Revenue Code Section 409(p).

Section 410(b) of the Internal Revenue Code (the “Code”) specifies the minimum coverage requirements necessary to maintain a qualified retirement plan under the Code and ERISA. In order to meet the requirements of Code Section 410(b) the Company needed to exclude certain Highly Compensated Employees (“HCEs”) from participating in the ESOP. The purpose of this Plan is to provide for supplemental retirement benefits in order to help compensate certain Employees for any amounts which such Employees do not receive in the ESOP as a result of Section 410(b) of the Code.

**Section 2. Definitions.**

Except as otherwise indicated, all definitions in this Plan shall have the same meaning as in the ESOP.

**Anniversary Date**

December 31.

**Appraisal**

The valuation report of the Company which is prepared by the Independent Appraiser for ESOP purposes.

**Board**

The Board of Directors of the Company.

**Company**

Richard, Wayne & Roberts, Inc.

**Effective Date**

This Plan shall be effective as of January 1, 2011.

**Employer**

Richard, Wayne & Roberts, Inc.

**Independent Appraiser**

The business appraiser who performs the Company valuation for ESOP purposes as defined in Section 2 of the ESOP plan document.

**ESOP**

The Company's Employee Stock Ownership Plan and Trust established effective as of January 1, 2011.

**Participant**

An employee selected by the Board pursuant to Section 4 of this Plan.

**Phantom Shares**

Shares of phantom stock of the Company reserved pursuant to Section 3 hereof and any such phantom shares allocated to a Participant pursuant to this Plan.

**Plan**

The Richard, Wayne & Roberts, Inc. Supplemental Executive Retirement Plan (or "SERP").

**Plan Benefit**

The benefit of phantom Shares and phantom Allocations of Other Investments accumulated under this Plan.

**Separation from Service**

A Participant separates from service with the Employer if the employee dies, retires, or otherwise has a termination of employment with the Company, as such terms are defined and in accordance with Treasury Regulation Section 1.409A-1(h).

**Section 3. Administration of the Plan.**

The Plan shall be administered by the Company.

The Board of Directors of the Company may delegate its authority to a special committee of the Board (the "SERP Committee"). The SERP Committee shall have the authority to determine the eligibility of Employees to participate in the Plan, to review all benefit claims, and to make recommendations to the Board of Directors with respect to amendment or termination of the Plan. The SERP Committee shall have the primary responsibility for record keeping with respect to Plan Benefits and for filing such written notices and/or reports as may be required by the Department of Labor.

**Section 4. Eligibility.**

Participation in this Plan shall be limited to those certain Employees who are selected by the Board of Directors of the Company.

**Section 5. Award of Bonus Allocations.**

Awards under this Plan shall be granted to a Participant in the form of phantom shares of Company stock and phantom allocations of Other Investments. Phantom shares of Company stock shall be allocated to the Participant's Company Stock Account. Phantom Allocations of certain dollar amounts will be allocated to a Participant's Other Investments Account.

A Participant's Company Stock Account shall be credited from year to year with phantom shares equal to the number of shares each Participant would have received under the Company's ESOP but for the limitations of Internal Revenue Code Section 410(b). A Participant's Other Investments Account shall be credited from year to year with phantom dollar amounts equal to the dollars that would have been credited to that Participant's Other Investments Account under the ESOP but for the limitations of Internal Revenue Code Section 410(b).

A Participant's Company Stock Account shall be credited with his allocable share of any stock dividends or stock splits with respect to phantom shares of Company stock in his Company Stock Account as if such shares were actual shares. A Participant's Company Stock Account shall also be credited from year to year with phantom shares equal to the number of shares each Participant would have received under the Company's ESOP as a result of the use of cash dividends to make payments on any Securities Acquisitions Loans.

A Participant's Other Investments Account shall be credited with gain or loss each year at the same rate that gain or loss is credited each year to the Other Investments Accounts of Participants in the ESOP.

If the Company elects to be taxed as a small business corporation as defined in Section 1361(a) of the Internal Revenue Code (aka an "S" Corporation"), notwithstanding the foregoing, no allocations shall be made to this Plan which would violate Section 409(p) of the Internal Revenue Code ("Section 409(p)"). In order to satisfy Section 409(p), the Company may limit Participants SERP allocations. If such limit on allocations do not satisfy Section 409(p), the Company may make a pro rata reduction of Participants' Plan Benefits in this SERP Plan.

**Section 6. Time of Allocation.**

This Plan shall be administered concurrently with the ESOP. All allocations under this Plan shall be allocated as of each Anniversary Date.

**Section 7. Restrictions and Vesting Period.**

- (a) The Participant shall not have the right to vote the Phantom Shares.

(b) Except as otherwise specifically provided in this Plan, none of the Phantom Shares shall be sold, exchanged, transferred, pledged, hypothecated or otherwise disposed of.

(c) Vesting Period: If the employment of a Participant shall be terminated for any reason, voluntary or involuntary, with or without cause, at any time prior to the end of the Vesting Period, the Participant's Plan Benefit shall be forfeited. The term "Vesting Period" shall mean a vesting period commencing on the first day of the Plan Year in which the Participant first becomes eligible to participate in the plan and ending upon the earliest of the following events:

- (i) Participant's death, or
- (ii) Participant's Normal Retirement (as defined in the ESOP), or
- (iii) the Participant's Plan Benefit is deemed nonforfeitable (100% vested) by the Board of Directors at their discretion, or
- (iv) the Participant completes six (6) Years of Service.

**Section 8. Time of Distribution.**

Plan Benefits will be distributed as follows:

If a Participant is not reemployed before the end of the fifth (5th) Plan Year following the Plan Year in which the Participant incurs a Separation From Service, distribution of the Participant's Plan Benefit will commence as soon as administratively feasible during the sixth (6th) Plan Year following the Plan Year in which the Participant incurs a Separation from Service.

Distribution will be made in substantially equal annual installments over a period of five (5) years.

**Section 9. Diversification of Investments.**

A Participant in this SERP Plan shall not be entitled to diversify his or her Plan Benefit, unlike ESOP Plan participants who are entitled to diversify their investments pursuant to Section 17(a) of the ESOP.

**Section 10. Form of Distribution.**

Distribution of Plan Benefits will be made entirely in cash.

**Section 11. Dilution and Other Adjustments.**

In the event of any change in the outstanding shares of Company Stock by reason of any stock dividend or split, recapitalization, merger, consolidation, spin-off, reorganization, combination or exchange of shares or other similar corporate changes, then if the Board so determines, in its sole discretion, that such change equitably requires further adjustment in the number of phantom shares of Company stock then credited to a Participant's Company Stock Account, such adjustments shall be made by the Board and shall be conclusive and binding for all purposes of this Plan.

**Section 12. Miscellaneous Provisions.**

A Participant's rights and interests under this Plan may not be assigned or transferred. In the event of a Participant's death, payment of such Participant's Plan Benefit shall be made to the Participant's Beneficiary as designated by the Participant under this SERP, or in the absence of such designation, as designated by the Participant under the ESOP, or in the absence of such designation, to such Participant's estate in accordance with the provisions of Section 15 of the ESOP. A Participant's rights under the Plan are merely those of an unsecured creditor and the Participant shall have no rights in any assets of the Company.

**Section 13. Amendments and Termination.**


The Board of Directors of the Company may at any time terminate this Plan in whole or in part, and further reserves the right to amend this Plan at any time in whole or in part.

**Section 14. Execution.**

To record the adoption of this Plan, the Board has caused its appropriate officers to affix its corporate name and seal hereto this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*[Signature Page to Follow]*

**RICHARD, WAYNE & ROBERTS, INC.**

By:   
Joseph Richard Weiss, President