

AGS COMPUTERS, INC.

Amended and Restated Profit Sharing Plan

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AGS COMPUTERS, INC.

Amended and Restated Profit Sharing Plan

WHEREAS, on December 31, 1973 AGS Computers, Inc. established a Profit Sharing Plan for the purpose of recognizing the contribution made to the successful operation of the Company by its various employees and to reward such contribution by establishing a program of profit-sharing for those employees who shall qualify as Members under the Plan and for the beneficiaries designated by such Members, and

WHEREAS, it is intended to continue and maintain the Plan in full compliance with the Employee Retirement Income Security Act of 1974 ("ERISA") and the regulations issued pursuant thereto and as a qualified plan meeting the applicable requirements of the Internal Revenue Code of 1954 as amended from time to time;

NOW, THEREFORE, effective January 1, 1976, the Plan as in effect on December 31, 1973, hereinafter referred to as the "Prior Plan", is amended and restated in its entirety by deleting Articles I through X thereof and substituting therefor the following Articles. The name of such

amended plan is the AGS Computers, Inc. Profit Sharing Plan.

ARTICLE I

Definitions

1.1. "Affiliate" means AGS System Forms, Inc.

1.2. "Anniversary Date" means December 31 of

each year after the Effective Date.

1.3. "Beneficiary or Beneficiaries" means the

recipient or recipients entitled to receive any benefits

under the Plan in the event of a Member's death.

1.4. "Board" means the Board of Directors of

the Company in office at any time of reference.

1.5. "Break in Service" means a Vesting Computa-

tion Period during which an Employee has not completed more

than 500 Hours of Service.

1.6. "Company" means AGS Computers, Inc. and

any successor thereto and any subsidiary thereof which shall

adopt this Plan for its employees.

1.7. "Effective Date" means December 31, 1973.

1.8. "Eligibility Computation Period" means a

twelve consecutive month period beginning with the Employee's

Employment Commencement Date, provided, however, that if an

Employee does not have 1000 or more Hours of Service

during such period, Eligibility Computation Period shall

mean a Plan Year beginning with the Plan Year immediately

following the Plan Year within which the Employee first

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Definitions

1.1. "Affiliate" means AGS System Forms, Inc.

1.2. "Anniversary Date" means December 31 of each year after the Effective Date.

1.3. "Beneficiary or Beneficiaries" means the recipient or recipients entitled to receive any benefits under the Plan in the event of a Member's death.

1.4. "Board" means the Board of Directors of the Company in office at any time of reference.

1.5. "Break in Service" means a Vesting Computation Period during which an Employee has not completed more than 500 Hours of Service.

1.6. "Company" means AGS Computers, Inc. and any successor thereto and any subsidiary thereof which shall adopt this Plan for its employees.

1.7. "Effective Date" means December 31, 1973.

1.8. "Eligibility Computation Period" means a twelve consecutive month period beginning with the Employee's Employment Commencement Date, provided, however, that if an Employee does not have 1000 or more Hours of Service during such period, Eligibility Computation Period shall mean a Plan Year beginning with the Plan Year immediately following the Plan Year within which the Employee first

performed an Hour of Service. In the case of an Employee who has a Break in Service, and service prior thereto is disregarded pursuant to Section 4.4 of this Plan, the Eligibility Computation Period shall be determined pursuant to this Section 1.8 beginning on the date the Employee first completes an Hour of Service following such Break in Service.

1.9. "Employee" means any person appearing on the payroll records of the Company or the Affiliate as an Employee.

1.10. "Employment Commencement Date" means the date on which an Employee first performed an Hour of Service for the Company or the Affiliate.

1.11. "Fund" means the assets of the Trust excluding the cash value of any insurance contracts owned by the Trustee on the lives of the Members.

1.12. "Hour of Service" means:

(a) Each hour for which an Employee is directly or indirectly paid or entitled to payment by, the Company or the Affiliate for the performance of duties during the applicable computation period; and

(b) Each hour for which back pay, irrespective of mitigation of damages, has been awarded or agreed to by the Company or the Affiliate.

(c) Each Hour during which an Employee is

on a Leave of Absence.

1.13. "Leave of Absence" means:

(a) Any period of leave granted to an Employee by the Company or the Affiliate for reasons of sickness or disability or for the pursuit of graduate or other academic studies or for government service or personal or family hardship, or such other reasons as the Board may in its discretion determine, provided that in no event shall the period of such leave exceed two years and provided further that such Employee returns to the employment of the Company or the Affiliate at the termination of the period of such absence.

(b) Absence for military service under leave granted by the Company or when required by law, provided the Employee returns to employment within six months of his release from active military duty, or within any longer period during which his right to re-employment is protected by law.

In granting or withholding leaves of absence, all Employees in similar circumstances shall be treated alike.

1.14. "Member" means any Employee who:

(a) was a Member of the Prior Plan as of January 1, 1976; or

(b) was employed by the Company on January 1, 1976 for less than one Year of Service and thereafter completes one Year of Service during his Eligibility Computation Period; or

(c) was employed by the Company after January 1, 1976 and thereafter completes one Year of Service during his Eligibility Computation Period.

An Employee shall become a Member under (b) above as of the Anniversary Date next succeeding his completion of one Year of Service, and under (c) above as of the Semi-Annual Entry Date next succeeding his completion of one Year of Service provided such Employee is so employed on such Anniversary Date or Semi-Annual Entry Date.

1.15. "Named Fiduciary" means the Trustee.

1.16. "Net Earnings" means the net profit earned by the Company for the Plan Year as determined in accordance with the regular accounting procedures of the Company then in use, but before the contribution to this Plan for such year, and before Federal income taxes on net profit for such year.

The calculation of net profit shall be made by the independent accountants regularly employed by the Company and shall be binding and conclusive on all

persons and parties concerned. No adjustment affecting taxable income made subsequent to the filing of the Federal income tax return for such year, whether resulting from an audit of the Company's tax return or otherwise, shall be taken into consideration in determining the Company's Net Earnings for purpose of the Plan.

1.17. "Plan" means the AGS COMPUTERS, INC. PROFIT SHARING PLAN, as herein set forth and as it may be amended from time to time.

1.18. "Plan Administrator" means the Company.

1.19. "Plan Compensation" means the total amount of non-deferred compensation paid or accrued to an Employee during any Plan Year for the period while such Employee has been a Member of the Plan, which is reportable on his Form W-2.

1.20. "Plan Year" means the twelve (12) consecutive month period ending on the Effective Date or any Anniversary Date.

1.21. "Retirement Date" means the Anniversary Date coincident with or next succeeding the 60th birthday of a Member.

1.22. "Semi-Annual Entry Date" means each July 1 and January 1 after January 1, 1976.

1.23. "Total and Permanent Disability" means the total and permanent incapacity of a Member to perform the usual duties of his employment resulting from a mental,

physical or emotional condition. Such incapacity shall be deemed to exist when certified by a duly licensed physician appointed by the Trustee.

1.24. "Trust" means the legal entity created by the Trust Agreement between the Company and the Trustee to which contributions shall be made hereunder to be held, invested and disbursed to or for the benefit of Members of this Plan or their beneficiaries.

1.25. "Trustee" means the Trustee or Trustees acting at any time under the terms of the Trust Agreement accompanying this Plan and executed for the purpose of carrying the Plan into effect.

1.26. "Vesting Computation Period" means the Plan Year.

1.27. "Year of Service" means any Plan Year during which an Employee has completed not less than 1,000 Hours of Service with the Company or the Affiliate.

ARTICLE II

Contributions

2.1. The Company shall contribute to the Fund in respect of each Plan Year so much of its Net Earnings and/or retained earnings from prior years, as the Board shall determine, provided, however; that the amount contributed shall in no event exceed the maximum amount permissible as a deductible contribution under Section 404 of the Internal Revenue Code, as now in force or as hereafter amended.

2.2. The Company's annual contribution to the Fund for each Plan Year shall be paid in full to the Trustee as soon as may be convenient after the close of such year, but, in any event, no later than the date prescribed by law (including extensions thereof) for filing the Company's Federal income tax return for its fiscal year ending with such year.

2.3. No Member shall be obligated or otherwise required to contribute to the Fund. However, any Member may make contributions to the Fund, provided that the total of such contributions does not exceed ten percent (10%) of his total Plan Compensation for all years since he became a Member (hereinafter called "Employee Contributions"). Upon receipt of such Employee Contributions, the Trustee shall

credit the same to the appropriate Member's account.

2.4. The Company shall have the right, at any time and from time to time during any Plan Year, to make installment advance payments on account of the annual contribution for such Plan Year, which installment payments shall be applied against and as part of the annual contribution for such year as subsequently and ultimately determined by the Board. In no event shall any such interim contribution be recovered by or revert to the Company, directly or indirectly, and the aggregate of same shall represent a minimum contribution by the Company for the Plan Year in which such contributions were made. The Trustee shall hold, manage, and invest such contributions during the remainder of the Plan Year with and as a part of preexisting funds, and the earnings and gains and losses on such contributions shall be merged with and become an integral part of the Fund; provided, however, that the allocation of such installment advance contributions to Members' accounts shall be deferred in all events until the end of the Plan Year, at which time the aggregate interim advance contributions shall be merged into and become part of the annual Company contribution, which is then allocated as such in accordance with provisions of Section 3.1. No Member who terminates employment with the Company prior to the end of the Plan Year shall

have any right, title or interest in or to such interim contribution except to the extent Article VIII becomes operative during such period.

Installation advance payments on account of the annual contribution for each Plan Year, which installation payments shall be applied against and as part of the annual contribution for such year as subsequently and ultimately determined by the Board. In no event shall any such interim contribution be recovered by or revert to the Company, directly or indirectly, and the aggregate of same shall represent a minimum contribution by the Company for the Plan Year in which such contributions were made. The Trustee shall hold, manage, and invest such contributions during the remainder of the Plan Year with and as a part of preexisting funds, and the earnings and gains and losses on such contributions shall be merged with and become an integral part of the fund; provided, however, that the allocation of such installation advance contributions to Members' accounts shall be deferred in all events until the end of the Plan Year, at which time the aggregate interim advance contributions shall be merged into and become part of the annual Company contribution, which is then allocated as such in accordance with provisions of Section 3.1. No Member who terminates employment with the Company prior to the end of the Plan Year shall

### ARTICLE III

#### Allocation of Contributions; Members' Accounts

3.1. The amount contributed by the Company in respect of any Plan Year shall be allocated among all Members of the Plan who are employed by the Company at the close of the Plan Year as follows:

(a) Such sums as shall not exceed seven percent (7%) of the Plan Compensation of each Member in excess of the Social Security taxable wage base paid to such Member during the Plan Year shall be allocated to the accounts of those Members having Plan Compensation in excess of such sum in the ratio that the Plan Compensation in excess of the Social Security taxable wage base of each such Member bears to the total of such Plan Compensation of all such Members; with respect to a Member who receives Plan Compensation for less than the entire Plan Year, the Social Security taxable wage base for such Member for such Plan Year shall be an amount equal to the Social Security taxable wage base for such year multiplied by a fraction whose numerator is the number of months in such Plan Year that such Member received Plan Compensation and whose denominator is twelve (12).

(b) In the event that the Company contribution for such year exceeds the total sum allocated under subsection (a) above, the excess shall be allocated to the account of each Member for such year in the proportion that the entire Plan Compensation of each such Member bears to the entire Plan Compensation of all such Members.

3.2. Employee Contributions shall be allocated to the account of the Member and shall constitute part of the Fund. No part of such contribution shall be used for or allocated to the payment of premiums for life insurance contracts under Article IX.

3.3. The fact that an allocation shall be made and an amount credited to the account of a Member shall not vest in such Member any right, title or interest in and to any assets except at the time or times and upon the terms and conditions expressly set forth herein.

3.4. As of each Anniversary Date and as of such other date as may be requested by the Company ("Valuation Date"), the Fund shall be valued by the Trustee, and any net increase or decrease in the fair market value of the Fund, including earnings or losses realized or sustained during the Plan Year or part of the Plan Year then ending, shall be computed. For the purpose of determining such net increase or decrease, the value of the Fund on the preceding Anniversary Date or the Effective Date or Valuation Date, shall be reduced by amounts paid out or due as benefits during the year or part of year then ending. The account of a Member shall not be reduced by the amount of any outstanding loans made to such Member under Article VI.

3.5. The net increase or decrease in the market value of the Fund as calculated under Section 3.4 shall be allocated as follows:

(a) As of each Anniversary Date, that element of the difference in value constituting and representing the Company contribution for the Plan Year (including therein any and all interim advance contributions merged into and incorporated as an integral part of the Company's annual contribution, and including forfeitures applied as a part thereof), shall be allocated pursuant to the provisions of Section 3.1 hereof, and the accounts of the Members so credited.

(b) As of each Anniversary Date or Valuation Date, those elements of such difference in value attributable to income, collected and accrued, realized and unrealized profits and losses, expenses, and all other transactions, shall be aggregated, and the Members' accounts maintained under the direction of the Trustee shall be adjusted to reflect such difference. Such adjustment shall be allocated to the accounts of the then Members who were also Members at the close of the last previous Plan Year in the ratio of the value of the account of each such Member at the close of such last previous Plan Year to the total value of the accounts of all such Members at such date. No such adjustment for such year shall be made with respect to the account of any Employee who initially becomes eligible to participate hereunder at the beginning of such year.

3.6. Any portion of a Member's account or

interest in the Fund not fully vested in him under the provisions of Article IV shall revert to the Fund. Such portion not fully vested shall be deemed a forfeiture which shall be allocated among the respective accounts of Members who were Members at the beginning of the Plan Year in which the forfeiture occurred in proportion to their Plan Compensation for such Plan Year provided, however, that in no event shall the annual addition to a Member's account exceed the lesser of \$25,000 or twenty-five percent (25%) of the Member's annual compensation, adjusted annually, for increases in the cost of living in accordance with regulations issued by the Secretary of the Treasury pursuant to the provisions of Section 415(d) of the Internal Revenue Code. Annual addition shall mean the sum for any year of Company contributions, forfeitures arising from termination of employment of a Member, and the lesser of (a) one-half of the Employee's contributions and (b) all of the Employee's contributions in excess of six percent (6%) of his annual compensation.

3.7. For all purposes of the Plan, credits or deductions under this Article III shall be deemed to have been made on the Effective Date, on the Anniversary Date or Valuation Date to which they are related, although they may actually be determined on some later date.

3.8. Notwithstanding any other provisions of the Plan, if a Member is transferred from the Company to the Affiliate, the Company shall include such Member in allocating any contribution which it makes or forfeitures which occur for the Plan Year in which the transfer took place. Such allocation shall be made upon the basis of such Member's Plan Compensation from the Company up to the date of the transfer. In any subsequent Plan Year, such Member shall receive no further allocations of any contributions or forfeitures under the Plan unless he is subsequently reemployed by the Company.

3.9. As soon as possible after each Anniversary Date, but in any event no later than 210 days thereafter, the Trustee shall give to each Member a written statement showing as of the Anniversary Date the credit to his account at the previous Anniversary Date; any changes during the year including the amount of Company contribution allocated to his account for the year, the new balance in his account, and such other information as the Trustee may determine. However, the fact that an allocation shall be made and an amount credited to the account of a Member shall not vest in such Member any right, title or interest in and to any assets except at the time or times and upon the terms and conditions expressly set forth herein.

ARTICLE IV

Benefits for Members

4.1. The full benefit payable to a Member shall be one hundred percent (100%) of the net value of the Member's account. The full benefit shall be distributed to any Member who retires as of his Retirement Date or who at any time is separated from service by reason of his Total and Permanent Disability. The determination by the Trustee of the Total and Permanent Disability of a Member, on the basis of a certificate so stating by a physician designated by the Trustee, shall be conclusive.

4.2. The partial benefit, payable after separation from service (other than in the situation described in Section 4.1), shall be the following percentages of the net value of the Member's Account based upon the number of Years of Service of such Member before his separation from service:

<u>Years of Service</u>	<u>Percentage</u>
Less than 3	None
3	20%
4	40%
5	60%
6	80%
7	100%

Such net value shall include the aggregate amount of any premiums paid out of his account for

insurance contracts on his life.

4.3. For purposes of this Article IV a Year of Service is a Vesting Computation Period beginning with the Vesting Computation Period in which the Employee became a Member during which the Member completed 1000 Hours of Service. Notwithstanding the foregoing if an Employee's Eligibility Computation Period overlaps two Vesting Computation Periods and the Employee completes a Year of Service during his Eligibility Computation Period but does not complete a Year of Service as defined in this Section 4.3 in either of the overlapped Vesting Computation Periods then the Employee shall be deemed to have completed a Year of Service for purposes of this Article IV.

4.4 For purposes of this Article IV:

(a) If a Member incurs a Break in Service, Years of Service before such Break in Service shall not be taken into account until such Member has completed a Year of Service after such Break in Service.

(b) If a Member has no vested amount in his account, Years of Service before any Break in Service shall not be taken into account if the number of consecutive Breaks in Service equals or exceeds the aggregate number of Years of Service before such Break in Service.

(c) If a Member has had a Break in Service,

Years of Service after such Break in Service will not increase the Member's vesting percentage in pre-break accrued benefits.

4.5. The death benefit of a Member shall be one hundred percent (100%) of the net value of his account, plus the death benefit, if any, under any contract acquired for his account under Article IX. Each Member may, by written notice to the Trustee, designate one or more direct or contingent beneficiaries to receive payment of any death benefits due under this section. Any and all revocations or modifications of such designations shall also be made by such written notice. If there is no effective designation or if all persons designated have predeceased the Member, payment shall be made to beneficiaries in the following order of priority: (i) spouse, (ii) living children, including adopted children, in equal shares, (iii) parents or the survivor thereof, (iv) living brothers and sisters, in equal shares, and (v) the Member's estate. Any payments to be made to a minor may be paid by the Trustee (i) directly to such minor; (ii) to the legal or natural guardian of such minor; or (iii) to any other person whether or not appointed guardian of the person who shall have the care and custody of the person of such minor.

4.6. The benefits provided for herein shall be distributed in accordance with Article V hereof. If a Member's service terminates for any reason other than death or retirement, his membership in the Plan will terminate as of the end of the fiscal quarter coinciding with or immediately preceding that in which his service terminates if during the Vesting Computation Period in which termination occurs the Member has less than 1,000 Hours of Service. If during the Vesting Computation Period in which termination occurs the Member has 1,000 or more Hours of Service, his membership will terminate as of the Anniversary Date coinciding with or next following the termination. If the Member has less than 1,000 Hours of Service during the Vesting Computation Period in which termination occurs the net value of the account which is to be distributed shall be that proportion of the aggregate value of the Fund at the end of the fiscal quarter as of which his membership terminates as the dollar value of his share of the Fund as of the first day of the Plan Year in which such event occurs bears to the aggregate dollar value of all shares of the Fund as of such date. If the Member has 1,000 or more Hours of Service during the Vesting Computation Period in which termination occurs, the net value of the account which is to be distributed shall be

the dollar value of the Member's share in the Fund as of the Anniversary Date on which his membership terminates.

4.7.1 The excess of the amount in the account of a Member whose employment has terminated, over the amount vested in accordance with the vesting schedule set forth in Section 4.2 shall be forfeited as follows:

(a) If the Member whose employment is terminated has not completed more than 500 Hours of Service with the Company or the Affiliate during the Vesting Computation Period within which his employment terminated, the non-vested amount shall be forfeited as of the last day of such Vesting Computation Period.

(b) If a Member whose employment is terminated has completed more than 500 Hours of Service with the Company or the Affiliate during the Vesting Computation Period within which his employment terminated, the non-vested amount shall be forfeited as of the last day of the Vesting Computation Period immediately following the Vesting Computation Period in which his employment terminated, provided that during such Vesting Computation Period immediately following the Vesting Computation Period within which his employment terminated, such member has not completed more than 500 Hours of Service. If during such immediately following Vesting Computation Period the Member does complete

more than 500 Hours of Service, the Member shall not be treated as having terminated his employment for purposes of the Plan, and the vested amount in his account shall be determined in accordance with the provisions of Section 4.2 without regard to such Member's cessation of employment.

(c) The forfeited non-vested amounts shall be allocated among the accounts of the other Members in the Plan during the Plan Year within which such forfeiture occurs in accordance with the provisions of Section 3.6 of the Plan.

4.8. (a) If at any time before he completes ten Years of Service, a Member performs or engages or participates in the proscribed acts and activities described in subsection (b) below, the interest standing to his credit in the Fund, and any other rights he may have hereunder shall thereupon be forfeited by him and shall cease and terminate in the manner set forth in this section. The provisions of this section shall be applicable and operative at or upon termination of employment as well as at any time thereafter before all benefits otherwise payable to or for the benefit of such Member shall have been distributed; provided, however, that no such forfeiture shall occur with respect to any amount which shall have already vested pursuant to the provisions of Section 8.2 of Article VIII.

(b) Forfeiture of benefits shall occur as

to any Member who has been discharged by the Company for proven dishonesty, theft or embezzlement, or as to any Member who intentionally utilizes or discloses any confidential marketing information or any other information of a confidential nature pertaining to the Company and its business. Forfeiture of benefits shall also occur if any former Member, without the written consent of the Company, directly or indirectly shall induce or otherwise attempt to influence any present or future Employee of the Company to leave its employment for any purpose; or shall engage in any activity competitive with the business of the Company which shall be deemed to include the solicitation of, or performance of work for any person, firm or corporation which at the time of the Member's termination of employment or during the six (6) months prior thereto was a client of the Company and if after thirty (30) days written notice, continues to be so engaged.

4.9. Notwithstanding anything to the contrary herein contained, a Member, upon his separation from service for any reason whatsoever, shall be entitled to receive an amount equal to so much of the net value of his account which is attributable to the contributions made by him to the Fund.

4.10. Where insurance contracts have been purchased for a Member's account under Article IX, they will be included in his full or partial benefits as follows:

(a) If the Member's vested interest equals or exceeds the total premiums paid for such contracts and charged to his account, his vested interest shall consist of:

(i) The contracts (or their cash surrender value), and

(ii) A share of the assets of the Fund, other than the contracts, equal to the excess, if any, of his vested interest over the total premiums paid on such contracts for his account.

(b) If the Member's vested interest is less than the total premiums paid for such contracts and charged to his account, his vested interest shall consist of:

(i) The contracts (or their cash surrender value), provided he reimburses the Fund for the difference between the total premiums and the value of the vested interest, or

(ii) Similar contracts in such re-

duced amounts as will result in reimbursement to the Fund for such difference.

be included in his full or partial benefits as follows:

(a) If the Member's vested interest exceeds the total premiums paid for such contracts and charged to his account, his vested interest shall consist of:

- (i) The contracts (or their cash surrender value), and
- (ii) A share of the assets of the Fund, other than the contracts, equal to the excess, if any, of his vested interest over the total premiums paid on such contracts for his account.

(b) If the Member's vested interest is less than the total premiums paid for such contracts and charged to his account, his vested interest shall consist of:

- (i) The contracts (or their cash surrender value), provided he reimburses the Fund for the difference between the total premiums and the value of the vested interest, or
- (ii) Similar contracts in such re-

ARTICLE V

Method of Distribution of Benefits

5.1. Benefits shall be distributed to a Member by one or more of the following methods which the Trustee in his sole discretion shall elect:

- (a) In a lump sum.
- (b) In approximately equal installments over a designated number of successive years, not to exceed ten (10) years.

5.2. Where benefits are payable in installments, the amounts standing to the Member's credit shall be withdrawn by the Trustee from the Fund and thereafter maintained by the Trustee as a separate interest bearing bank account. Any interest earned on this account shall be credited to the account of the retired Member.

5.3. Notwithstanding that a benefit under this Plan is being paid to a Member in installments, the Trustee, in his discretion, may at any time make a lump sum payment of the balance then remaining.

5.4. Under any method of distribution of benefits provided herein, the period of distribution shall not extend beyond the life expectancy of the Member or the joint life expectancy of the Member and his spouse at the time of the

Member's actual retirement or termination of employment, as the case may be. If the benefits hereunder consist of periodic payments to the Member during his life and thereafter to his spouse, each periodic payment to the spouse will not be less than one-half of and no greater than each payment to the Member during his lifetime.

5.5. The Trustee shall make distribution of benefits payable to a Member or his Beneficiary after his termination of employment at such time after a determination can be made concerning any forfeiture of such Member's non-vested amount in accordance with the provisions of Section 4.7 of the Plan and not later than the 60th day after the latest of the close of the Plan Year in which occurs:

(i) the date on which the Member attains his Retirement Date;

(ii) the 10th anniversary of the year in which the Member commenced participation in the Plan; or

(iii) the termination of the Member's service with the Company.

ARTICLE VI

Loans to Members

6.1. In the sole discretion of the Trustee, and upon proper application, a loan or loans may be made to a Member for any of the following reasons: purchase or preservation of a home; education of dependents; unusual medical expenses; special health requirements; or emergency financial need. The aggregate amount of loans to any Member at any time shall not exceed fifty percent (50%) of the amount to which the Member would have been entitled upon termination of employment as of the last preceding Anniversary Date or Valuation Date.

6.2. Each loan made pursuant to Section 6.1 shall bear interest at a rate equal to one-half percent (1/2%) above the prime rate then prevailing among commercial banks in the City of New York. The conditions for the repayment of such loans will be fixed by the Trustee at the time the loan is made, one of which conditions shall be that the loan must be repaid within a period of two years and shall be non-renewable.

6.3. In the event that any loan to a Member is unpaid on the date that benefits become payable to him, his beneficiary or beneficiaries, or his estate,

such loan shall thereupon become due and payable, and the amount thereof, together with any interest thereon, shall be deducted from the amount of distribution payable.

6.4. All rules of the Trustee pertaining to loans shall be uniformly and consistently applied to all Members in similar circumstances.

6.3. Each loan made pursuant to Section 6.1 shall bear interest at a rate equal to one-half percent (1/2%) above the prime rate then prevailing among commercial banks in the City of New York. The conditions for the repayment of such loans will be fixed by the Trustee at the time the loan is made, one of which conditions shall be that the loan must be repaid within a period of two years and shall be non-renewable.

6.3. In the event that any loan to a Member is unpaid on the date that benefits become payable to him, his beneficiary or beneficiaries, or his estate,

ARTICLE VII

The Administration of the Plan

7.1. The Plan shall be administered by a Trustee or Trustees (of which there shall be no more than three (3)) who shall be appointed and serve at the pleasure of the Board without compensation. Trustees need not be Members or Employees. The Trustee shall be responsible for the management operation and administration of the Plan. The Trustee may employ investment managers and advisors, accountants, legal counsel, consultants and any other person or organization it believes necessary or proper to assist in the performance of his duties under the Plan. All reasonable expenses thereof shall be paid by the Company. Any Trustee and any other person to whom any fiduciary responsibility with respect to the Plan is allocated or delegated shall discharge his duties and responsibilities with respect to the Plan solely in the interest of the Members and their Beneficiaries:

(A) for the exclusive purpose of:

(i) providing benefits to participants and their beneficiaries; and

(ii) defraying reasonable expenses of administering the plan;

(B) with the care, skill, prudence, and

diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims;

(C) by diversifying the investments of the Plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so; and

(D) in accordance with the documents and instruments governing the Plan insofar as such documents and instruments are consistent with the provisions of Title I of ERISA;

7.2. The Trustee shall administer the Plan in a uniform, non-discriminatory manner for the exclusive benefit of the Members and their Beneficiaries. The Trustee shall establish and maintain accounts and records to record the interest of each Member, inactive Member and their respective Beneficiaries in the Plan. The Trustee shall make such rules, regulations, interpretations and computations as may be necessary. The Trustee's decision on all matters shall include determination of eligibility, allocation of company contributions, benefits of Members and all other administrative decisions in respect of the Plan. However, any Member

whose interest is directly affected by the interpretation or decision of the Trustee shall be notified in writing and the provisions of Section 7.6 of this Plan shall apply thereto.

7.3. The Trustee shall have all the powers which are reasonably necessary to carry out his responsibilities under the Plan.

7.4. Decisions and directions of the Trustee may be communicated to a Member, to the Company or to any other person who is to receive such decision or direction by a document signed by any Trustee and such decision or direction may be relied upon by its recipient as being the binding decision or direction of the Trustee.

7.5. The Company may obtain, pay for and keep current a policy or policies of insurance insuring the Plan, the members of the Board, the Trustee and any other person to whom any fiduciary responsibility with respect to the Plan is allocated or delegated, from and against any and all liabilities, costs and expenses incurred by such persons as a result of any act or omission to act in connection with the performance of their duties, responsibilities and obligations under the Plan and under ERISA. In any event, the Company agrees to hold such persons safe and harmless and indemnify them against any liability or expense which they

may incur under this Plan except for their own willful misconduct or gross negligence.

7.6. All applications for benefits under the Plan shall be submitted to the Trustee. Applications for benefits must be in writing on the forms prescribed by the Trustee and must be signed by the Member, and if required by the Trustee, his spouse, or in the case of a death benefit, by the Beneficiary or legal representative of the deceased Member. The Trustee reserves the right to require that the Member furnish proof of his age prior to processing any application. Each application shall be acted upon and approved or disapproved within sixty (60) days following its receipt by the Trustee. In the event any application for benefits is denied, in whole or in part, the Trustee shall notify the applicant in writing of such denial and of his right to a review by the Trustee and shall set forth in a manner calculated to be understood by the applicant, specific reasons for such denial, specific references to pertinent Plan provisions on which the denial is based, a description of any additional material or information necessary for the applicant to perfect his application, an explanation of why such material or information is necessary and an explanation of the Plan's review procedure and the method of appeal from the decision.

7.7. If three Trustees are acting their decision shall be by majority vote.

Amendments, Discontinuance, Liabilities

8.1. This Plan may be amended by the Company if the Plan, as amended, continues to be for the exclusive benefit of Employees. No amendment shall be made at any time which will in any manner divert any benefit then vested or accrued in a Member, nor shall any amendment divert any part of the corpus or income of the Fund to any purpose other than the exclusive benefit of Members or their beneficiaries.

8.2. The Company intends to continue the Plan indefinitely, but reserves the right to discontinue it at any time. The discontinuance of the Plan by the Company shall not entitle the Company to the return of any part of the Fund or any part thereof set aside for Employees pursuant to the Plan. If, after the Plan is approved as a qualified plan, it is terminated in operation or otherwise or contributions are completely discontinued, the total amounts then standing to the accounts of Members shall immediately vest and be non-forfeitable and the Fund shall continue to be held for distribution to them as provided in Article V.

8.3. The Company shall have no liability for payments under the Plan, except to pay over the contributions required by Article II and shall have no liability

ARTICLE VIII

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8.3. The Company shall have no liability for payments under the Plan, except to pay over the contributions required by Article II and shall have no liability

for the administration of the Fund by the Trustee. Each Member, in service or after separation from service, and each beneficiary shall look solely to the Fund for any payments under the Plan.

8.4. The fact that the Company may fail to make a contribution or suspend its contribution hereunder for any Plan Year shall not be deemed to terminate this Plan unless and until the continuation of such failure ripens into a complete discontinuance of contributions in which event the provisions of Section 8.2 shall apply.

8.5. If this Plan and the Trust merges or consolidates with, or transfers its assets or liabilities to, any other qualified plan of deferred compensation, each Member shall (if the Plan then terminates) receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation or transfer if the Plan had then been terminated.

ARTICLE IX

Life Insurance Protection for Members  
and Related Matters

9.1. The Trustee may, by uniform procedure equally applicable to all Members, purchase on the life of each person who is a Member annual premium ordinary life insurance policies (or such other comparable insurance policies as he may in his discretion decide from time to time), for the account of each such Member; provided, however, that the aggregate premiums paid for such life insurance policies in the case of each Member out of funds that have accumulated in the Member's account for less than two (2) years is less than one-half of the aggregate contributions so accumulated and allocated to or in his account at any particular time (including forfeited amounts so allocated). All policies shall be purchased from a legal reserve life insurance company authorized to do business in the State of New York or the State of Georgia, and basic options, cash surrender values and other material factors shall be as nearly uniform as possible. The Trustee shall not purchase any life insurance policy with a face amount of less than \$1,000. The policies shall, to the extent feasible, have as the annual premium date the Anniversary Date of the Plan.

9.2. The Trustee shall not purchase an insurance policy on the life of any Member pursuant to this Article IX unless and until a written consent is obtained from the Member for such purpose. Such consent shall be an authorization to the Trustee to pay annual premiums for life insurance up to the maximum amount of premiums which may be used for such purpose. Any revocation of such consent by the Member shall be in writing and effective only with respect to the annual premium date next succeeding the effective date of revocation.

9.3. Each policy and application therefor shall designate the Trustee as the owner of the policy, and all benefits, rights and privileges under each policy which are available while the insured is living shall be vested in the Trustee; provided, however, that all benefits, rights, privileges and options under each policy on the life of a Member, and all dividends payable or refunds made by any insurer on such policies, shall be exercised and dealt with by the Trustee for the sole benefit of such Member or his beneficiaries.

9.4. The Trustee shall be designated as the nominal beneficiary of the death benefits payable under any life insurance policy purchased pursuant to this Article IX; provided, however, that the Trustee shall

pay the proceeds thereof to the person or persons whom the Member has designated to receive death benefits under the Plan pursuant to Section 4.5 hereof, and in the absence of such designation, to the person or persons specified in Section 4.5. hereof.

9.5. All premiums for policies shall be paid from the Trust Fund and debited to the account of the Member for whose benefit they are paid. All dividends, refunds or proceeds of any other nature received under the policy on the life of a Member shall be credited to the account of the Member for whose account it was purchased. The Member's account shall be debited with any such payments distributed to the Member or to the designated beneficiary in accordance with the provisions of this Plan.

9.6. All life insurance policies purchased pursuant to this Article IX, the insurance premiums paid and the cash surrender values of the policies shall be excluded for the purpose of valuing the assets held in the Trust Fund and in allocating the net income or decrease thereof to the accounts of Members.

9.7. The disposition of the policies or proceeds acquired pursuant to this Article IX shall be governed by the payment provisions of Article V. In con-

nection with such dispositions, the Trustee may, in his discretion, take any one or more of the following steps: (i) convert the policy, in whole or in part, into an appropriate annuity contract, (ii) surrender the policy to the insurance company for cash, or (iii) distribute the policy to the Member. No portion of the value of any policy may, however, be used by the Trustee to continue life insurance protection to a Member beyond his actual retirement from the employ of the Company.

9.8. Neither the Company nor the Trustee shall have any responsibility for the validity, sufficiency, or effect of any policy issued by any insurance company pursuant to this Article IX, or for the act of any person or persons which may render any such policy null and void, or for the reasonable delay in the application for or purchase or issuance of such insurance policy for Members, or for the failure of any such insurance company to pay the proceeds and profits of any such policy as and when the same shall become due and payable, or for any delay occasioned by reason of any restriction or provision contained in any such policy.

9.9. If the provisions of this Article IX conflict with any other provision of this Plan, the provisions of this Article IX shall govern with respect to

the acquisition, administration and disposition of life insurance policies and proceeds for the benefit of Members of the Plan. In all other respects, the provisions of this Article IX shall be interpreted in a manner consistent with the other provisions of the Plan.

ARTICLE X

Miscellaneous Provisions

10.1. The Fund shall be invested by the Trustee in accordance with the Plan and Trust Agreement in any property, including common stocks, regardless of any laws limiting the investment of trust funds.

10.2. Except as respects the repayment of obligations or indebtedness of a Member to the Company or the Fund no property or benefit under this Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge or encumbrance, nor to seizure, attachment, or other legal process for the debts of any Member or Member's beneficiary.

10.3. Any person dealing with the Trustee may rely upon a copy of this Plan and any amendment thereto certified to be a true and correct copy by the Company.

10.4. Nothing contained in this Plan shall be held or construed to create any obligation upon the Company to retain any Employee in its service. It reserves its full right to discontinue the services of any Employee without any liability except for salary or wages that may be due and unpaid, whenever in its judgment its best interests so require, and such discontinuance shall be without regard to this Plan.

10.5. Notwithstanding anything to the contrary contained in this Plan, or in any amendment thereto, it shall be impossible, at any time prior to the satisfaction of all liabilities with respect to the Members under the Plan or their Beneficiaries, for any part of the Fund, other than such part as is required to pay taxes and expenses of administration of the Plan to be used for, or diverted to, purposes other than for the exclusive benefit of the Members or their Beneficiaries; provided, however, that in the event that the Company shall certify that (i) any contribution has been made by the Company by a mistake of fact, or (ii) that a contribution to the Trust has been conditioned on qualification of the Plan under Section 401, 403(a) or 405(a) of the Internal Revenue Code of 1954 and that such qualification has been denied, or (iii) that a contribution has been conditioned upon the deductibility thereof under Section 404 of the Code and that such deduction has been disallowed, and shall direct the return of any such contribution, the Trustee shall return such contribution (or the value thereof) to the Company in accordance with such direction, but in no event shall any such return be made other than prior to the expiration of one year following the payment thereof in the case of a direction under (i) above, the denial of qualification in the case of a direction under (ii) above,

or the disallowance of the deduction in the case of a direction under (iii) above.

10.6. This Plan shall be construed, enforced and regulated by the laws of the United States or State of New York, as applicable.

AGS COMPUTERS, INC.

By *James J. Lombardi*  
President

Dated: *Oct 29*, 1976

INTERNAL REVENUE SERVICE

P.O. BOX 3200 CHURCH STREET STA.  
NEW YORK NY 10008

PLAN NAME AGS COMPUTERS INC PROFIT SHARING  
PLAN

AGS COMPUTERS INC  
292 MADISON AVENUE  
NEW YORK, NY 10017

CASE NO 13706711EP  
CONTROL DATE 02-11-77  
FORM NO 5301  
EXP ID NO 13-2575861  
PLAN NO 001  
FILE NO 130006619

DATE OF THIS LETTER

JUN 2 1 1977

Dear Applicant:

Based on the information supplied, we have made a favorable determination on your application identified above. Please keep this letter in your permanent records.

Continued qualification of the plan will depend on its effect in operation under its present form. (See Section 1.401-1(b)(3) of the Income Tax Regulations.) The status of the plan in operation will be reviewed periodically.

The enclosed Publication 794 describes some events that could occur after you receive this determination letter that would automatically nullify it without specific notice from us. The publication also explains how operation of the plan may affect a favorable determination letter, and contains information about filing requirements.

This letter relates only to the status of your plan under the Internal Revenue Code. It is not a determination regarding the effect of other federal or local statutes.

Your attention is directed to the attached Form 5616 which is an integral part of this determination letter.

Sincerely Yours,

*Charles A. Gannon*  
DISTRICT DIRECTOR

Enclosures:

PUB. 794  
FORM 5616