

**PDS 401(k) Plan for Corporate Staff Employees  
Summary Plan Description  
December, 2009**

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## INTRODUCTION TO THE PLAN

PDS Tech, Inc. (“PDS” or the “Company”) is pleased to sponsor the PDS 401(k) Plan for Corporate Staff Employees (the “Plan”). The Plan is exclusively for the benefit of Participants and their beneficiaries. The purpose of the Plan is to help you build financial security for your retirement.

The Plan offers a variety of advantages for saving:

- *You make contributions to the Plan through payroll deduction.*
- *You elect the amount of contributions you wish to make.*
- *You can choose between two different types of contributions both of which offer significant tax savings.*
- *“Regular” contributions reduce your current income taxes and investment earnings are not taxed until withdrawn from the Plan.*
- *“Roth” contributions provide for tax-free investment earnings (even when the earnings are withdrawn).*
- *You have a variety of attractive investment alternatives.*
- *All of your contributions (and any earnings on those contributions) are always 100% vested.*

This Summary Plan Description (“SPD”) summarizes the key features of the Plan, and your rights, obligations and benefits under the Plan. You may contact the Plan Administrator with any questions you have after you have read this summary. For specific tax advice, you should contact your tax advisor.

Every effort has been made to make this description as accurate as possible. However, this SPD is not a Plan document. *This SPD is not meant to interpret, extend, or change the provisions of the Plan in any way. The terms of the Plan are stated in and will be governed in every respect by the Plan document.* Your right to any benefit depends on the actual facts and the terms and conditions of the Plan document, and no rights accrue by reason of any statement in this summary. A copy of the Plan document is available at the principal office of PDS for inspection by you, your beneficiaries, or your legal representatives at any reasonable time. You may also obtain a copy of the Plan document from the Plan Administrator.

## GENERAL INFORMATION ABOUT THE PLAN

There is certain general information you may need to know about the Plan. This section summarizes that information for you:

**Employer/Plan Sponsor**

PDS Tech, Inc.  
1925 W. John Carpenter Freeway  
Irving, TX 75063-3222  
(214) 647-9600

**Plan Trustee**

Merrill Lynch Trust Company of Texas  
300 Davidson Avenue  
2nd Floor West  
Somerset, NJ 08873

**Employer's Tax ID Number**

91-0996444

**Plan Administrator**

PDS Tech, Inc.  
1925 W. John Carpenter Freeway  
Irving, TX 75063-3222  
(214) 647-9600

**Plan Name**

PDS 401(k) Plan for Corporate Staff  
Employees

**Plan Year**

January 1 through December 31  
All Plan Records will be kept on the basis of  
the Plan Year.

**Plan Number**

010

**Plan Effective Date**

The Plan is a continuation of the PDS 401(k)  
Plan which was divided into five plans  
effective November 30, 2009

**Original Effective Date**

April 1, 1986

**Type of Plan**

Profit Sharing Plan intended to qualify as a  
cash or deferred arrangement under section  
401(k) of the Internal Revenue Code of 1986,  
as amended (the "Code").

The Plan Administrator keeps the records for the Plan, and is responsible for the interpretation and administration of the Plan. The Plan Administrator may engage the services of a third party recordkeeper to perform the administrative functions of the Plan, however, any questions you have about the Plan should be directed, in writing, to the Plan Administrator. The Plan Administrator and the Trustee are designated as the agents for service of legal process.

## ELIGIBILITY AND PARTICIPATION

All employees employed in the Corporate Staff (Business Unit 10) are eligible to participate in this Plan on the date of hire or the date they transfer into the Corporate Staff. Employees who are

not on the payroll of PDS because they are leased to PDS by another company are not eligible to participate in this Plan.

## CONTRIBUTIONS TO THE PLAN

### Compensation

Your contributions to the Plan are generally stated as a percentage of your Compensation. Compensation for a Plan Year means the total salary or wages reported to you for federal tax purposes on Form W-2, including bonuses, commissions and overtime. Compensation is determined before reduction for salary deferral contributions to this Plan and before reduction for any pre-tax deferrals or contributions to a cafeteria plan, flexible spending account, health or life insurance premiums, or qualified transportation fringe benefit plan. The maximum amount of Compensation that may be considered for contribution purposes is limited by law. The maximum amount for 2009 is \$245,000. This limit is adjusted periodically by the Internal Revenue Service (IRS).

### Salary Deferral Contributions – “Regular” Contributions and “Roth” Contributions

You may elect to have the Company withhold salary deferral contributions from your paycheck in whole percentage amounts. The amount withheld will be contributed to your account in the Plan. To begin payroll deductions, enroll online at [www.benefits.ml.com](http://www.benefits.ml.com).

When you elect to make contributions, you will have to choose what portion of your contributions (in whole percentages) are “regular” contributions or “Roth” contributions. You may choose to make only regular or Roth contributions, or to make some of each, up to the maximum contribution limit. The rules governing the two types of contributions are very similar, and in this SPD the term “contributions” applies to both types of contributions unless a special rule is stated. As described below, different income tax rules apply to the two types of contributions.

A regular salary deferral contribution reduces the income that is reported on your federal income tax return (the 1040 form). That is, it reduces your adjusted gross income and your taxable income. When you withdraw your regular salary deferral contributions (plus investment earnings) from the Plan, you pay income tax at that time.

A Roth contribution works differently. If you make a Roth contribution, it is not subtracted from your adjusted gross income or your taxable income. However, when you retire and withdraw your Roth contributions, plus earnings, you pay no tax at that time. *The investment income on your Roth contribution is never taxed* (unless you have a premature withdrawal). Your Roth contributions (and earnings thereon) will be kept track of separately from other contributions to the Plan, in a Roth Contribution Account.

Because of the way Roth contributions are taxed, making Roth contributions will increase the amount you have available to spend in retirement. It is much like increasing the limit on

contributions. If you are currently making the maximum possible contribution to the Plan, you should consider making Roth contributions instead of regular contributions.

Key points about Roth contributions:

- Special rules apply to when you can withdraw Roth contributions without penalty. These rules are explained later in this SPD.
- If you withdraw Roth contributions prematurely, you may have to pay income taxes and excise taxes on any investment earnings.

Reasons to make Roth contributions instead of regular contributions include the following:

- If you are contributing the maximum amount and would like to save more for retirement, the Roth contribution accomplishes that result. (By paying taxes now instead of in retirement, you effectively boost your retirement savings.)
- If you believe your marginal tax rate will be higher after you retire, you should consider making Roth contributions. You may anticipate higher future tax rates because your retirement income will be high, or because you believe Congress will raise tax rates.
- If you believe your marginal tax rate will be lower after you retire, you should think twice before making Roth contributions rather than regular contributions.

### Limits on Contributions

There are two kinds of limits on your contributions to the Plan. First, there is a “dollar limitation” equal to \$16,500 in 2009. This limit is adjusted periodically by the IRS due to inflation. (As discussed below, the limit may be higher if you are at least age 50.) This dollar limit applies on a combined basis to all 401(k) plans, 403(b) plans and other similar plans in which you participate, even if these plans are of entirely unrelated employers.

There is also a “percentage limitation” on the amount you can contribute. The percentage limitation is either 20% of your Compensation or 80% of your Compensation, depending on whether you are considered “highly compensated” by the IRS. The IRS considers you “highly compensated” if you earned more than \$110,000 in the prior year (adjusted for inflation). If you are highly compensated, you may contribute up to 20% of Compensation (up to the dollar limit) and if you are not highly compensated you may contribute up to 80% of Compensation (up to the dollar limit).

In some cases, the maximum amount that highly compensated employees may contribute may be further limited by IRS rules. You will be notified if this applies to you.

### Catch-Up Contributions

If you are age 50 or older (or will turn age 50 before the end of the calendar year) you can make additional contributions to the Plan, known as “catch-up contributions,” if you have made contributions to the Plan equal to the maximum permitted amount as described above.

For 2009, you can elect to contribute up to \$5,500 as catch-up contributions. In future years, this \$5,500 limit will be adjusted by the IRS from time to time to reflect inflation.

### Changes to Salary Deferral Contributions

You may start, increase, decrease, or discontinue contributions at any time, effective on the first day of the next pay period after you submit your change to the Plan Administrator. To start, change or stop payroll deductions, you may use [www.benefits.ml.com](http://www.benefits.ml.com).

### Employer Contributions

PDS may decide to make contributions to the Plan, called “qualified nonelective contributions” or “QNECs.” QNECs are always fully vested and cannot be withdrawn until the earlier of the date you are age 59½ or the date you terminate employment with PDS. In general, a QNEC for one year is not actually contributed until sometime in the following year. For example, a QNEC for 2009 may be paid as late as December 31, 2010. The Company will not contribute a QNEC every year – it will contribute QNECs only in years in which the Company decides to make such a contribution. QNECs may be made for some or all of the participants in the Plan, as long as the allocation of the QNECs does not discriminate in favor of employees who are classified by the IRS as highly compensated.

### Investment of Contributions

You direct the investment of your account. You have a menu of investment options from which you may select your investments. You may modify your investment elections, transfer existing account balances, and obtain information regarding your investments on a daily basis, through the Merrill Lynch website or the Interactive Voice Response System. You will receive information from Merrill Lynch on how to use the website and the Interactive Voice Response System. If you have questions, you can call either Merrill Lynch or the Plan Administrator.

When you make changes to your investment selections, those changes will normally be implemented within a few business days. However, the Plan does not guarantee immediate implementation of your investment changes or transfers, and it is possible that there will be administrative delays. Your contributions to the Plan will be deposited in the Plan’s trust fund as soon as it is administratively feasible to do so; however, there may be a brief administrative delay before your contributions are invested according to your elections. The Plan is designed to be a long-term investment, and you should not attempt to time the market or make frequent transfers. If you make investment changes or transfers because you believe there will be short term changes in the markets, your strategy may be frustrated by the administrative delay. Because the Plan is not designed to allow for day-trading, you will not be reimbursed for any investment losses or opportunity costs resulting from administrative delays in implementing your investment elections or investing your contributions.

## Making Your Investment Decisions

The Plan is covered by Section 404(c) of the Employee Retirement Income Security Act, and the fiduciaries of the Plan are not responsible for any losses that are the result of your investment decisions. This means that you are legally responsible for your investment choices. Neither the Plan Administrator nor the Trustee has any legal responsibility to determine if your investment selection is appropriate for your circumstances.

Initially, the Trustee will provide you with information about each of the investment funds. You should read this information carefully and make sure you understand it. The funds offered generally do not guarantee preservation of principal. In other words, the value of your investments can go up or down. Of course, we hope they will go up over the long term, however you should be prepared to see the value of your account fluctuate. The funds offered have been selected for the expectation of generating a good long term rate of return, so that you can have a comfortable retirement.

After you read the information provided, you should analyze your personal financial situation, including any retirement savings you have outside the Plan. If you have many years to go before retirement, or if you have excess retirement funds, you may want to concentrate on the funds that have a higher level of volatility, and a higher expectation of long term returns. If you can't afford much volatility, you may wish to concentrate on funds that have less volatility, however you should understand that this may reduce the overall level of return that you get over a period of several years.

In making investment decisions under the Plan, you should also give careful consideration to whether your retirement savings are properly diversified among different types of assets. Diversification helps protect against investment losses that can occur, for example, when a particular industry or company performs poorly. Although diversification is not a guarantee against investment losses, it is an effective strategy to help you manage investment risk. If you invest more than 20% of your retirement savings in any single company or industry, your savings may not be properly diversified. Some of the investment options offered under the Plan are designed to provide a diversified investment portfolio. The information you receive about each investment fund will include a description of the manner in which the investments are diversified.

You may want to consult with your personal investment advisor about the best way to invest your account. You should periodically review your investment choices.

The Trustee will provide you with the following information (which may be provided in the form of a prospectus):

- A description of each fund available. This description will explain the investment objectives of the fund, the types of assets in which the fund is invested, and the risk and return characteristics of the fund. It will also describe the manner in which the investments of the fund are diversified.
- The identity of any investment managers for each fund.

- A description of any fees or expenses that may be charged to your account. These fees might include commissions, sales loads, deferred sales charges, redemption fees and exchange fees.
- After you have made an investment in a particular fund, if that fund has a prospectus, the Trustee will provide you with that prospectus automatically, unless you received the prospectus shortly before making the investment. However, this does not apply if you previously had money in that fund.

If, because of an oversight, you do not receive any of the materials listed above, please contact the Plan Administrator and the information will be provided to you.

You also have the right to request additional information about each fund. The information you may request includes:

- A description of the annual operating expenses of the fund, to the extent that these expenses may reduce the rate of return of the fund. This description will include disclosure of the total annual expenses of the fund, as a percentage of the fund's average net assets.
- Copies of any prospectuses, financial statements and any other reports about the fund that have been provided to the plan administrator.
- A list of assets held by the fund. This will include a description of the asset and the market value of the asset. For assets that are fixed rate investment contracts issued by a bank, savings and loan association or insurance company, the description will show the name of the issuer, the "term" (or length of time) of the contract, and the rate of return.
- Information concerning the value of shares or units of the fund, and information regarding the historical investment performance of the fund, net of expenses.
- Information concerning the value of shares or units of the fund held in your account.

You may request any of this information by calling the Trustee or giving a written request to the Plan Administrator. There is no special form that you need to use. Simply refer to any of the items above in a brief letter to the Plan Administrator, and state the fund or funds on which you wish to have the information. You may request this information for any fund, whether or not you have invested money in the fund. The Plan Administrator will provide the information as quickly as possible. Sometimes, it may take a few weeks to get the information you request, depending on how readily available it is from the fund manager. Normally, you can expect to get the information within two weeks.

The investment funds may be invested in common stocks or other securities that have voting rights. All voting rights are retained by the Trustee. You will not be given the opportunity to vote the shares of stock or other securities held by any fund.

## WITHDRAWALS FROM YOUR ACCOUNT

### Vesting

You are always fully vested in your salary deferral contributions and any qualified nonelective contributions made by PDS (and any earnings on those contributions). This means that you are entitled to 100% of the value of your account when you terminate employment.

### When Can You Withdraw Money From Your Account??

You can withdraw your money from your account in the Plan when you terminate employment, attain age 59½, or have a hardship. In addition, there are circumstances when you may borrow from your account. Each of these types of distributions is subject to rules that are described below.

### Form and Timing of Benefit Payments

If you terminate employment with the Company and the amount of your account balance is \$5,000 or less, you will receive a lump sum distribution as soon as feasible following the date you terminated employment. You will not have the option to leave your money in the Plan.

If your account balance is greater than \$5,000, will have the option of taking a distribution or leaving your money in the Plan. You may elect to receive payments in a lump sum, or alternatively, in installments payable over a period not to exceed your life expectancy, or the joint life expectancies of you and your beneficiary. Distributions may be in cash or in kind. An “in kind” distribution is a distribution of the assets in your account. You may prefer a distribution in kind if you are rolling your distribution into an IRA and do not want your money to be liquidated during the period of the rollover.

You must begin withdrawing your account no later than April 1 of the calendar year following the year in which you turn age 70½, or if later, the year in which you terminate employment. If you own at least 5% of PDS, you must begin distributions by April 1 of the calendar year following the year in which you turn age 70½, even if you are still employed.

### Death Benefits

Your beneficiary will be entitled to receive your account balance upon your death.

If you are married (under Federal law), your spouse is automatically your beneficiary. You must obtain your spouse’s written consent in order to designate anyone other than your spouse as your beneficiary. The Plan Administrator will provide you with the necessary forms. Your spouse’s consent must be witnessed by a Notary Public or a Plan official. Federal law does not recognize all marriages that are recognized by some states. Because the Plan is governed by Federal law, if your marriage is not recognized by Federal law, then you are not considered married for purposes of the Plan.

If you are not married and are not subject to a qualified domestic relations order (explained below), you may designate your beneficiary. To do this, you should complete a form which will be provided to you by the Plan Administrator. You may do this at any time and may change your designation at any time by filing a new form with the Plan Administrator. If you later get married, your spouse becomes your beneficiary and your prior designation is no longer in effect.

If you are subject to a qualified domestic relations order issued by a court, your former spouse may be entitled to the same rights as a current spouse. It may be necessary to obtain the written consent of your former spouse or other dependent, to the designation of anyone else as your beneficiary. You should contact the Plan Administrator if you feel these provisions may apply to you.

If there is ever any change in your marital status, you should inform the Plan Administrator.

If you are not married and have not named a beneficiary (or your beneficiary does not survive you), your account balance will be distributed to your estate.

If death occurs before any benefits you are entitled to under the Plan begin, your beneficiary may choose to defer payment, or to receive payment based on the following general guidelines:

- If payment begins within one year of your death, payment may be made in installments payable over a period not to exceed the beneficiary's life expectancy or, if your beneficiary is your surviving spouse, the life expectancy of your spouse and his or her designated beneficiary.
- Alternatively, the entire sum may be distributed no later than December 31 of the year of the fifth anniversary of your death.
- If your beneficiary is your spouse, payment may be postponed until December 31<sup>st</sup> of the calendar year in which you would have attained age 65.

#### *In-Service Distributions at Age 59½*

At any time on or after age 59½, you may withdraw all or any portion of your account balance.

#### *Hardship Withdrawals*

You may withdraw your salary deferral contributions (but not earnings on those contributions), in the event of a financial hardship. Qualified nonelective contributions (referred to above as "QNECs") may not be withdrawn for hardship. The amount withdrawn cannot exceed the amount necessary to meet the financial hardship (including the payment of any taxes or penalties relating to the distribution).

A distribution due to financial hardship is permitted only if the hardship is due to one of the following reasons:

- uninsured medical expenses incurred by you, your spouse, or dependents,
- the purchase (excluding mortgage payments) of your principal residence,

- payment of tuition for the next twelve months of post-secondary education for you or your spouse, children or dependents,
- prevention of eviction from your principal residence (or foreclosure on the mortgage),
- payment of funeral expenses for your parent, spouse, children or dependents, or
- expenses for the repair of damage to your principal residence that would qualify for a casualty deduction for federal income tax purposes.

From time to time, Congress or the IRS may add to the list of reasons that constitutes a “hardship” for purposes of the Plan.

There are other important rules that apply to hardship distributions:

- you must have obtained all distributions and all non-taxable loans available from the Plan or any other plan maintained by PDS,
- you must not have any other source of funds reasonably available to you, and
- you must submit proper documentation to support your request to the Plan Administrator.

Following a hardship withdrawal of salary deferral contributions, you may not make contributions to this Plan or contributions to any similar plan maintained by PDS for six months. In order to begin making contributions to the Plan again after the six-month period, you must re-enroll.

## **LOANS**

While you are still employed by the Company, you may request a loan from your account in the Plan. Upon approval, you will receive a check with an attached promissory note. By endorsing the check, you agree to the terms and repayment conditions in the promissory note.

A loan allows you to borrow money from your account without incurring taxes, if the loan is repaid on time. You must repay the loan with interest on an after tax basis, through payroll deduction. In the loan application, you should indicate whether the loan is from your regular salary deferral contributions or your Roth contributions.

### *Loan Limitations*

You may generally borrow the lesser of 50% of your vested account balance or \$50,000. The \$50,000 limit is reduced by the amount of your highest outstanding loan balance during the previous one year period.

### *Loan Repayments*

Repayment of a loan is generally required within a five-year period, except for the purchase of a primary residence.

### Tax Consequences of Plan Loans

If you fail to make loan repayments when they are due, you may be considered to have defaulted on the loan. Defaulting on a loan may be considered a distribution to you from the Plan, resulting in taxable income to you and will reduce your account in the Plan. The tax consequences of defaulting on the loan will vary depending on whether your loan is from regular salary deferral contributions or Roth contributions. See the discussion of Tax Treatment of Distributions, below.

## **TAX TREATMENT OF DISTRIBUTIONS**

This discussion is intended as a general summary of federal tax rules. Tax rules change frequently and you should not consider this SPD to be authoritative. The Company does not guarantee any particular tax result for you. You should consult your tax advisor for additional information.

### In General

In general, you are taxed on amounts withdrawn from the Plan in the year of withdrawal, unless the distribution is rolled over into an IRA or other eligible retirement plan. However, in the case of a Roth Contribution Account, your withdrawal is NOT includible in gross income upon withdrawal, unless there is a premature withdrawal, as described below.

### Premature Withdrawals – In General

In general, if you withdraw any funds from your account before age 55 (even if you have terminated employment), and do not roll your withdrawal into an IRA or other eligible retirement plan, you will have to pay an excise tax of 10% of the amount of the withdrawal, in addition to ordinary income tax on the distribution.

The excise tax also applies to withdrawals between age 55 and age 59½, including hardship withdrawals, if you have not terminated employment at the time of the withdrawal.

Hardship withdrawals may not be rolled over to an IRA or other eligible retirement plan, and thus generally are subject to this 10% excise tax, unless you are over age 59½.

### Premature Withdrawals – Roth Contributions

The rule is slightly different for amounts in your Roth Contribution Account, in two ways. First, if you have a premature withdrawal, you have to pay income tax and a 10% excise tax, but only on the investment earnings. Since the contribution itself was taxed when you made the contribution, there is no additional tax on the contribution when you withdraw it.

Second, the rules are different when a withdrawal from the Roth Contribution Account is considered premature. You are permitted to withdraw funds from your Roth Contribution Account without penalty only if your withdrawal is after:

- age 59½, death or disability, *and*
- after the 5<sup>th</sup> year after your first Roth contribution.

For example, suppose you make your first Roth contribution in November of 2008. Your first year of participation is 2008, and the fifth year will be 2012. You may take a distribution without penalty at any time after December 31, 2012 provided that you are at least age 59½ at the time, or disabled, or the distribution is made to your beneficiary after your death.

If you take a distribution from your Roth Contribution Account and roll it into a Roth IRA or another eligible retirement plan, there will be no penalty regardless of when the withdrawal is made.

### Eligible Rollover Contributions

A payment from the Plan that is an “eligible rollover distribution” can be taken in two ways. You can have all or a portion of your payment either:

- paid in a “direct rollover,” or
- paid to you.

This choice may affect the tax you owe. If you do not make a choice, certain distributions will either be paid directly to you in cash or to an IRA, as described below.

Most distributions are eligible rollover distributions. However, a payment is not an eligible rollover distribution if it is:

- part of a series of payments that are made at least once a year and will last for your life expectancy, the life expectancies of you and your beneficiary, or a period of ten years or more,
- due to financial hardship, or
- made to you after age 70½ in order to meet the required minimum distribution rules under the federal tax laws.

If you choose a ***direct rollover***:

- Your payment will be made directly to your IRA, or if you choose, to your new employer’s retirement plan, provided it accepts rollovers.
- Your payment will not be taxed in the current year, and no income tax will be withheld.
- Your payment will be taxed later when you take it out of the IRA or employer plan. In the case of amounts attributable to your Roth Contribution Account, no amount will be included in income when withdrawn (unless there is a premature distribution, as described above).

If you choose to have your eligible rollover distribution ***paid to you***:

- The Plan Administrator is required to withhold 20% of the taxable portion of the eligible rollover distribution and send it to the IRS as income tax withholding to be credited against your taxes.
- Your payment will be taxed in the current year (under the rules relating to Roth or regular contributions, as applicable) unless you roll it over. You may also have to pay additional taxes as described above under “Premature Withdrawals”. The amount of tax you owe may be greater than the 20% that is withheld. In that case, you may need to pay additional income taxes either quarterly or when you file your tax return.
- After you have received the distribution, if you want to roll over 100% of the payment to an IRA or to your new employer’s plan, you must find other money to replace the money that was withheld. If you roll over only the 80% that you received, you will be subject to tax on the 20% that was withheld and that is not rolled over.

*If You Do Not Elect a Direct Rollover*

When you take a distribution from the Plan, if that distribution is eligible for rollover, you will be given an election form to indicate whether you wish to take your distribution in cash or in the form of a direct rollover. You should complete and turn in the election form. There are special rules that apply if you do not turn in the form within the time period set by the Plan Administrator, depending on the value of your account balance.

If your account balance exceeds \$5,000 or is less than \$1,000, and you refuse to make an election (whether or not to have a direct rollover) you will not have a direct rollover, and you will be given a check for the amount of your distribution, less applicable tax withholding. If your account balance is between \$1,000 and \$5,000, the law requires that your distribution be rolled directly into an IRA *unless you affirmatively elect otherwise*. If you fail to make an election, an IRA will be set up for your benefit, and your distribution will be deposited into that IRA. The IRA will be invested in an investment product that is designed to preserve principal and provide both liquidity and a reasonable rate of return. You should understand, however, that investment products that preserve principal may have relatively low rates of return. Your IRA will be charged with all investment and recordkeeping fees. It is possible that IRA fees could exceed your investment earnings, and will reduce your principal, possibly even to zero. So it is in your interest to return your election form if you terminate employment under these circumstances. If you wish to know more about the automatic IRA feature (including the IRA provider, the investment products and fees), you can request that information from the Plan Administrator.

There is a slight modification to this rule if you have a Roth Contribution Account. In that case, and if your total account balance is less than \$5,000 and you do not make any election with respect to a direct rollover (that is, you do not elect a direct rollover and you also do not elect a cash distribution), for purposes of determining whether your account balance exceeds \$1,000, your Roth Contribution Account is considered separately. For example, if your Roth Contribution Account is \$600 and the remainder of your account is \$600, you would receive a cash payment rather than an automatic IRA rollover.

There is a slight modification to this rule if your account includes amounts rolled over from another retirement plan or IRA. In that case, your rollover account is not counted for purposes of the \$5,000 limit, but it is counted for purposes of the \$1,000 limit.

### **ROLLOVERS AND TRANSFERS FROM OTHER EMPLOYER PLANS**

You may be able to roll over or transfer to this Plan an eligible rollover distribution you received from your previous employer's plan or an IRA. In order to make a rollover or transfer to this Plan, you must submit a written request to the Plan Administrator, who will determine whether the rollover or transfer may be accepted by the Plan.

Your rollover contribution will go into a separate account in your name, which will be invested in the same manner as your other accounts. By rolling your distribution over into this Plan, you may avoid current taxation, and continue to defer taxes on investment earnings.

You may withdraw amounts in your rollover account at any time, even while you continue to be employed by PDS.

### **QUALIFIED DOMESTIC RELATIONS ORDERS**

As a general rule, your account balance may not be assigned. This means that your accounts cannot be sold, used as collateral for a loan, given away, or otherwise transferred. In addition, your creditors may not attach, garnish or otherwise interfere with your account, even if you file for bankruptcy protection.

An exception to this general rule is a "Qualified Domestic Relations Order" or QDRO. A QDRO is a domestic relations order that creates, recognizes, or assigns to an alternate payee the right to receive all or a portion of your account in the Plan. An "alternate payee" may be a spouse, former spouse, child or other dependent.

If a QDRO in which you are involved is received by your Plan Administrator, all or a portion of your benefits may be used to satisfy the obligation. Your Plan Administrator will determine if the order is a QDRO based on uniform and nondiscriminatory policies.

You may obtain a copy of the Plan's QDRO procedures free of charge from the Plan Administrator.

### **YOUR RESPONSIBILITIES TO THE PLAN**

You will receive quarterly statements of your account. You should promptly open and read each account statement to ensure that your account has been credited with your contributions and invested correctly. If there are any errors in your account, you should bring them to the attention of the Plan Administrator immediately so that the cost of correcting those errors is not

compounded by delay. If you do not receive your statement on schedule, you are responsible for notifying the Plan Administrator. You should examine your paycheck or pay stub each pay period to make sure that the amount withheld for contribution to your account is correct. If you do not notify the Plan Administrator in writing of an error within 90 days of receipt of a paycheck, pay stub or account statement, the amount withheld and the investment of your funds will be deemed to be correct, and you will have extinguished your right to file a claim.

## **CLAIMS PROCEDURES**

### *Filing a Claim*

If you feel you are being denied any benefit or right provided under the Plan, or if you believe your account was mishandled or if you have any claim against the Plan, the Trustee or the Plan Administrator, you may file a written claim with the Plan Administrator. There is no particular form or format for your claim, except that it must be in writing and should clearly indicate that it is a claim. It will be considered filed on the date the claim is received by the Plan Administrator. If you have a claim regarding the amount of salary reduction contributions credited to your account, or a claim involving a matter that would be evident from an examination of your paycheck, pay stub or account statement, you must submit the claim within 90 days of the date you receive the applicable paycheck, pay stub or account statement. In all other cases, a claim must be submitted within two years, beginning (1) in the case of a lump sum payment, on the date on which the payment was made or (2) for all other claims, on the date the action complained of occurred.

If the Plan Administrator denies your claim for benefits under the Plan, you will be given written notice within 90 days after the claim was filed with the Plan Administrator (or 180 days if special circumstances exist). If an extension of time is needed because special circumstances exist, the Plan Administrator will furnish you, within 90 days after its receipt of the claim, written notification of the extension explaining the circumstances requiring such extension and the date that it is anticipated that the written statement will be furnished. Any notice of denial will include the following information:

- the specific reason or reasons for the denial,
- the specific Plan provisions on which the denial is based,
- an explanation of what additional material or information is necessary for you to correct your claim if it is incomplete, along with an explanation of why that information is needed, and
- an explanation of the Plan's claim review procedure.

### *Appeal Procedure*

Following receipt of a denial of your claim, you or your authorized representatives may:

- request a review of the denial by filing a written application for review with the Plan Administrator within 60 days of receipt of the denial,

- review documents pertinent to your claim at such reasonable time and location as can be mutually agreed upon by all parties involved in the dispute, and
- submit issues and comments in writing to the Plan Administrator relating to its review of your claim.

After consideration of your request for review, the Plan Administrator will make a decision and provide you with written notice of the decision within 60 days of receiving your request for review. The notice to you will include the specific reasons for the decision and specific references to the provisions of the Plan on which the decision is based. The Plan Administrator will notify you of its decision by delivery or by mail to your last known address. However, in the event that special circumstances require an extension of time for processing the application for review, the Plan Administrator will notify you within 60 days after its receipt of such application, explaining the circumstances requiring the extension and the date that it is anticipated that its decision will be furnished, but not later than 120 days after receipt of the application. The decision of the Plan Administrator will be in writing and will include the specific reasons for the decision presented in a manner calculated to be understood by you and will reference the relevant Plan provisions on which the decision was based. The decision of the Plan Administrator will be final and conclusive. If your claim and appeal is denied or ignored in whole or in part, you may file suit in federal court.

#### Other Claims

If you feel that you have been harmed by an interpretation of the Plan or any action (or inaction) by the Plan Administrator, PDS or the Trustee, or have not been credited with all of the contributions you should have received, or if you feel your account has not been invested properly, or if you have any other claim against the Plan Administrator, PDS or the Trustee, you should write to the Plan Administrator promptly and use the claims procedure outlined above. If you fail to go through the claims procedure and the appeals procedure outlined above, you will not be able to sue the Plan, the Plan Administrator, PDS or the Trustee on the basis of that claim.

#### Claims Must be Filed Timely

Often, an error in the administration of a plan can be corrected with little or no cost if the error is noticed quickly. However, if an error goes uncorrected for a lengthy period of time, the cost of correcting it may become prohibitive. Further, as time goes by, it may become more difficult to substantiate your claim. Also, delay in filing claims may involve arbitrage. For example, suppose you find that your account has been invested in the wrong fund. You are not permitted to wait to see which fund does better before notifying the Plan Administrator of the error (that would be called “arbitrage”). For these reasons, it is your obligation to notify the Plan Administrator of any claims that you have as soon as you know about them. If you have any claim (other than a simple request for a withdrawal), you must file it with the Plan Administrator within a reasonable period of your discovery of the error, so that any damages can be minimized. If you unreasonably delay filing your claim, your claim may be denied for that reason.

## **TOP-HEAVY RULES**

A plan that primarily benefits “key employees” is called a “top-heavy” plan. Key employees are certain owners or officers of the Company. In general a plan is top-heavy when more than 60% of the plan’s assets have been allocated to key employees.

The Plan is not top-heavy and is not expected ever to be top-heavy. Nevertheless, we are required by law to explain the top-heavy rules in this SPD.

If the Plan becomes top-heavy, non-key employees may be entitled to certain top-heavy minimum benefits, and other special rules may apply. Among these top-heavy rules are the following:

- Each non-key employee may receive a minimum contribution. The minimum contribution will be at least as much as the lesser of:
  - three percent (3%) of Compensation, or
  - the largest percentage of Compensation contributed by the Company on behalf of any key employee.
- If you are a Participant in more than one plan maintained by PDS, you may not be entitled to minimum benefits in more than one plan.

You will be notified if the top-heavy rules affect the operation of the Plan.

## **PLAN EXPENSES**

The Plan Administrator may charge any reasonable expenses in the administration of the Plan to the Trust fund. Payment by the Trust of Plan administration expenses will reduce your account balance. Plan administration expenses may include legal fees, accounting fees, investment advisory fees, recordkeeping fees, and any other costs that are necessary to maintain the Plan, provide administrative services to Plan Participants, and to maintain the status of the Plan as a qualified plan under Section 401(a) of the Internal Revenue Code. Plan administration fees may be allocated among Participants in any reasonable and nondiscriminatory manner by the Plan Administrator. For example, fees that are incurred on a “per capita” basis may be charged as the same dollar amount to all Participants, or fees may be charged as a percentage of Plan assets.

## **PLAN AMENDMENT OR TERMINATION**

PDS expects to continue this Plan. However, PDS reserves the right to amend or terminate the Plan at any time. No amendment can reduce benefits that have already accrued under the Plan, except as permitted by law.

If the Plan terminates, the assets of the trust fund will be used solely to provide benefits to you, other Plan Participants and designated beneficiaries after any expenses of the Plan have been paid. After all assets have been distributed, the Trustee has no more responsibilities under the plan, and neither you nor your beneficiary will have any further claim to the trust fund.

In general, funds that have been paid to the Plan by the Company may not revert to the Company, except as permitted by law.

## **STATEMENT OF ERISA RIGHTS**

### *Your Rights Under Federal Law*

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”).

### *Receive Information About Your Plan and Benefits*

ERISA provides that all Plan Participants are entitled to:

- Examine, without charge, at the Plan Administrator’s office, all Plan documents, insurance contracts, if any, and copies of all documents filed by the Plan with the United States Department of Labor, such as annual reports (Form 5500 Series) and Plan descriptions.
- Obtain copies of all documents governing operation of the Plan, including copies of the latest annual report (Form 5500 Series) and updated SPD, upon written request to the Plan Administrator. The Plan Administrator may impose a reasonable charge for the copies.
- Receive a summary of the Plan’s annual financial report. The Plan Administrator will to provide each Participant with a copy of the Plan’s Summary Annual Report.
- Receive a quarterly statement showing your account balance.
- File suit in federal court if any materials requested are not received within 30 days of your request unless the materials were not sent because of matters beyond the control of your Plan Administrator. The court may require the Plan Administrator to pay you up to \$110 per day for each day’s delay until the materials are received by you.

### *Prudent Actions by Plan Fiduciaries*

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

### Enforce Your Rights

If your claim for a pension benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### Assistance with Your Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance obtaining documents from the Plan Administrator, you may contact the nearest office of the U.S. Department of Labor, Employee Benefits Security Administration listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C., 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **BENEFIT INSURANCE INFORMATION**

There is a federal agency known as Pension Benefit Guaranty Corporation ("PBGC") which insures certain pension benefits. However, the PBGC does not insure defined contribution plans in any way. Thus, your benefits under the Plan are not insured by the PBGC or any other federal agency.

You may lose benefits under the Plan due to adverse investment experience, the operation of limitations in the Internal Revenue Code, the imposition of taxes, or through a QDRO.