

Cook Group Profit Sharing Plan

Summary Plan Description

*Amended and restated January 2, 2015
Booklet revised January 2017*

-HIGHLIGHTS OF THE COOK GROUP PROFIT SHARING PLAN

When am I eligible to participate in the Plan?

- Employees are eligible to make Deferral Contributions and Catch-Up Contributions, and receive Matching Contributions, as soon as their request for participation can be processed.
- If an Employee does not request or decline Deferral Contributions, the Employee will automatically be enrolled to make Pre-Tax Deferrals equal to 4% of their Compensation. These automatic Pre-Tax Deferrals will start approximately 30 days after the Employee's first pay date. An Employee may change or stop these automatic Pre-Tax Deferrals at any time by calling Fidelity Retirement Benefits at 800-835-5091.
- Employees are eligible to receive the Profit Sharing Contribution for a year if they are employed on December 31. Temporary, variable, and seasonal Employees and Employees who are on an approved leave meet this **requirement** if they are still employed, even if they are not actively working, on December 31. Employees who work on the last business day of the year will be deemed to be employed on December 31, as will Employees whose termination date is December 31.

How much can I and my Employer contribute to the Plan?

- Deferral Contributions – 1% - 50% of your Compensation, as you choose, up to the maximum allowed by law, and up to the Compensation remaining for the payroll period after all other payroll deductions have been taken. You may choose to make these Deferral Contributions as either Pre-Tax Deferrals or Roth Deferrals, or a combination of Pre-Tax Deferrals and Roth Deferrals. You may set up annual automatic increases in the percentage of Compensation you contribute to the Plan.
- Catch-Up Contributions – If you will turn 50 years old or older during a year, you are eligible to make Catch-Up Contributions that year, in addition to Deferral Contributions. You may make Catch-Up Contributions of 1% - 50% of your Compensation, up to the maximum allowed by law, and up to the Compensation

PLAN HIGHLIGHTS

remaining for the payroll period after all other payroll deductions have been taken. You may choose to make these Catch-Up Contributions as either Pre-Tax Catch-Up Contributions or Roth Catch-Up Contributions, or a combination of Pre-Tax Catch-Up Contributions and Roth Catch-Up Contributions. Your Deferral Contributions and Catch-Up Contributions combined cannot exceed 80% of your Compensation for the payroll period.

- Matching Contributions – Your employer will match your Deferral Contributions and Catch-Up Contributions dollar for dollar until your Employer has contributed 4% of your annual Compensation to the Plan.
- Rollover Contributions – You may roll over to this Plan all or part of the pre-tax benefits you have in another employer's tax-qualified plan, or in an IRA, or in a 403(b) annuity contract, or in a state-sponsored 457(b) plan. You may also roll over to this Plan Roth Contributions you have in another employer's Roth 401(k) plan, or in a Roth 403(b) annuity contract, or in a state-sponsored Roth 457(b) plan. You cannot, however, roll over to this Plan any benefits you have in a Roth IRA.
- Profit Sharing Contributions – Each year your Employer will determine whether to make a Profit Sharing Contribution to the Plan, and if so, how much to contribute.

When is my Account vested?

- Deferral Contributions – Always 100% vested
- Catch-Up Contributions – Always 100% vested
- Matching Contributions – Always 100% vested
- Rollover Contributions – Always 100% vested
- Profit Sharing Contributions – Per the Vesting Schedule in Section 5, you are 100% vested after 6 years of service. You also become 100% vested if you turn 65, or die or become Disabled while you are working for a Cook Company, or while you are on military leave from a Cook Company, or if your Cook Company is sold.

When can I take money out of my Account?

- At age 59½ or later, even if you are still working at a Cook Company
- On termination of employment with all Cook Companies for any reason (death, disability, retirement or otherwise)

- By a Loan from your vested Account
- If you have a financial hardship, and a Hardship Withdrawal is approved from your Deferral Contributions and Catch-Up Contributions
- At any time from your Rollover Contributions

How will my Account be paid to me?

- Lump sum payments
- Installment payments over a period not longer than 10 years

Who is on the Advisory Committee?

- John R. Kamstra
- Robert L. Santa
- Gregory S. Smith
- Tedd Green

Whom do I call to enroll in the Plan?

- New Employees will be automatically enrolled in the Plan, but you need to contact Fidelity to make investment elections and name a beneficiary for Profit Sharing Contributions.
- Employees who are not participating may call Fidelity Retirement Benefits at 800-835-5091. Use the automated line, or you can speak with a Participant Services Representative.

How do I change the amount of my Deferral or Catch-Up Contributions?

- Call Fidelity Retirement Benefits at 800-835-5091, or
- Access your Account via the Internet with Fidelity NetBenefits at www.401k.com.

How do I make or change my investment choices for either my current Account Balance or for my future contributions?

- You have the right to decide how to invest your Account.
- If you do not choose a different investment, all contributions to the Plan will be invested in the age-appropriate Target Date Fund.
- In order to choose your investments:

PLAN HIGHLIGHTS

- Call Fidelity Retirement Benefits at 800-835-5091, or
- Access your Account via the Internet with Fidelity NetBenefits at www.401k.com.
- Alternatively, you may enroll in the Investment Management Service, and it will, for a fee, direct the investment of your Account.

How do I choose my Beneficiary?

- Call Fidelity Retirement Benefits at 800-835-5091 and request a Beneficiary designation form, or
- Access your Account via the Internet with Fidelity NetBenefits at www.401k.com and click the Beneficiaries link in the About You section.
- Check and update your Beneficiary regularly.

How do I change my address with Fidelity?

- Contact your Human Resources Department.

Whom do I call if I have questions about the Plan?

- Fidelity Retirement Benefits at 800-835-5091. Use the automated line, or you can speak with a Participant Services Representative.

TABLE OF CONTENTS

1. HOW TO USE THIS BOOKLET	6
2. INTRODUCTION	7
3. ELIGIBILITY AND ENROLLMENT	9
4. CONTRIBUTIONS TO THE PLAN	12
DEFERRAL CONTRIBUTIONS	12
CATCH-UP CONTRIBUTIONS	15
MATCHING CONTRIBUTIONS	17
PROFIT SHARING CONTRIBUTIONS	19
ROLLOVER CONTRIBUTIONS	21
IN-PLAN ROTH CONVERSIONS	22
POST-TAX CONTRIBUTIONS THAT ARE NOT ROTH CONTRIBUTIONS	25
GENERAL CONTRIBUTION RULES	25
5. VESTING	28
6. SERVICE RULES	32
7. MAKE CHANGES TO YOUR ACCOUNT	35
8. YOUR INVESTMENT OPTIONS	37
9. TAKING MONEY OUT OF THE PLAN	40
LOANS	40
HARDSHIP WITHDRAWALS	43
DISTRIBUTIONS	46
DEATH	46
DISTRIBUTION FORMS AND PROCEDURES	50
ROLLOVERS	54
DISTRIBUTIONS TO BENEFICIARIES	55
REQUIRED DISTRIBUTIONS	56
10. TAX RULES AFFECTING PLAN PAYMENTS	57
11. EVENTS THAT MAY AFFECT YOUR ACCOUNT	59
12. CLAIMS REVIEW PROCEDURES	64
13. STATEMENT OF YOUR ERISA RIGHTS	66
14. DEFINITIONS	69
15. GENERAL INFORMATION	75

1. HOW TO USE THIS BOOKLET

We recognize that some parts of this booklet will be difficult to understand. For this reason we include examples. Words which are defined in the Definitions Section at the back of the booklet are capitalized.

Remember that this booklet is just a summary of your retirement plan. The full Plan document contains more details than this booklet does. Every effort has been made to make this booklet as accurate as possible, but when there are more details in the full Plan document or inconsistencies between the full Plan document and this booklet, the full Plan document will control the operation of the Plan. You can get a copy of the full Plan document from your Employer, or you can review it in your Human Resources Department during regular business hours.

2. INTRODUCTION

On June 1, 1969, Cook Group Incorporated established a profit sharing plan for Employees ("Plan"). Since then the Plan has been amended several times in order to comply with new legal requirements, and on November 1, 1998, a 401(k) feature was added to the Plan. On January 1, 2001, January 1, 2008, and again on January 1, 2014, the Plan was restated to include several amendments and changes in the law. On January 2, 2015, the Plan was again restated to add Roth provisions. This booklet was rewritten as of January 2, 2017.

The Plan Administrator has the authority to interpret the terms of the Plan and to determine the right of any person to a benefit under the Plan, all within its sole discretion.

Why should I participate in the Plan?

In the following pages you will read about one of your more important Cook benefits, the Cook Group Profit Sharing Plan. If you make Deferral Contributions to the Plan, you can:

- Choose to make Pre-Tax Deferrals and
- Reduce your income taxes now
- Postpone paying taxes on your Pre-Tax Deferrals until you withdraw them
- Postpone paying taxes on the earnings on your Pre-Tax Deferrals until you withdraw them
- Choose to make Roth Deferrals and
- Pay income taxes on your Roth Deferrals now
- Avoid taxes on your Roth Deferrals when you withdraw them
- Never pay income taxes on the earnings on your Roth Deferrals if you take a Qualified Distribution
- Take advantage of Matching Contributions
- Build a retirement fund for your future

How does the Cook Group Profit Sharing Plan work?

When you begin working for a Cook Company that participates in the Plan, your Employer will automatically enroll you in the Plan at Fidelity to contribute 4% of your Compensation as Pre-Tax Deferrals. These automatic Pre-Tax Deferrals will start about 30 days after you

2. INTRODUCTION

first pay date. Fidelity will send you an enrollment kit. After reviewing the kit, call Fidelity at 800-835-5091 to change the percentage of Compensation you want to save in the Plan, or to change some or all of the Pre-Tax Deferrals to be Roth Deferrals, and to set up how you want to invest the money. If you do not give investment instructions, your Account will be invested in the age-appropriate Target Date Fund. You also must decide who your Beneficiary is in the event you die before you have withdrawn your vested Account.

Even if you do not want to contribute any of your paycheck to the Plan, you still need to call Fidelity to set up your investment options and to name a Beneficiary for your Employer's Profit Sharing Contributions to the Plan.

The money you elect to contribute from your paycheck is automatically deducted from your paycheck and deposited into your individual Account. Matching Contributions and Profit Sharing Contributions are added to your Account by your Employer. If you enroll in the Plan by using the telephone, you will receive a written confirmation of your enrollment choices a few days after the telephone call.

3. ELIGIBILITY AND ENROLLMENT

Who is eligible to participate in this Plan?

You are eligible to participate in this Plan if you are an Employee of a Cook Company and you are receiving wages that are taxed in the United States. You are not eligible to participate in this Plan if you are classified as a leased employee or an independent contractor (whether correctly or incorrectly), or if your employment has terminated and you are receiving severance payments.

When am I eligible to make Deferral Contributions to the Plan?

There is no waiting period that you must complete before you can start making Deferral Contributions to this Plan. As soon as you start working for a participating Cook Company, your Employer will send Fidelity certain information about you and will enroll you for Pre-Tax Deferrals of 4% of your Compensation. The Deferrals will begin about 30 days after your first pay date. After Fidelity has this information on file, you can call Fidelity at 800-835-5091 and change the amount of Pre-Tax Deferrals that will be withheld from your pay and/or choose to make some or all of your Deferrals as Roth Deferrals. Generally, Fidelity will be able to accept your call shortly after your first pay date.

When am I eligible to make Catch-Up Contributions to the Plan?

You are eligible to make Catch-Up Contributions in any year you turn 50 years old or older. You must ask Fidelity to withhold Catch-Up Contributions from your paycheck in the same way that you ask that Deferral Contributions be withheld, choosing Pre-Tax Catch-Up Contributions and/or Roth Catch-Up Contributions and the percentage of each. See Section 4 for more information about Catch-Up Contributions.

When am I eligible to receive Matching Contributions from my Employer?

You are eligible as soon as you make Deferral Contributions. Matching Contributions on Deferral Contributions are contributed to the Plan each pay period. Matching Contributions on Catch-Up Contributions are contributed to the Plan shortly after the end of the year, during the true-up calculation process.

3. ELIGIBILITY AND ENROLLMENT

When am I eligible to receive Profit Sharing Contributions from my Employer?

Each year your Employer will decide whether it is going to make an annual Profit Sharing Contribution to the Plan. If a Profit Sharing Contribution is made for a year, in order to be eligible to receive the Profit Sharing Contribution, you must be employed by a Cook Company on December 31 of that year.

For instance, if you begin working for a Cook Company on July 2, then at the end of that year you will be eligible for a Profit Sharing Contribution if you are still employed by a Cook Company on December 31.

If you are not employed on December 31, then you are NOT eligible for a Profit Sharing Contribution for that year. However, if you are not employed on December 31 of a year because you died or became Disabled during the year, then this requirement is waived and you are still eligible to receive a Profit Sharing Contribution.

If you are a temporary, variable, seasonal Employee or an Employee on leave and you are not actively working on the last work day of the year, you are still eligible to receive a Profit Sharing Contribution based on Compensation paid during the year so long as you are still employed by a Cook Company at the end of the year. Employees who work on the last business day of the year are eligible to receive a Profit Sharing Contribution, as are Employees whose termination date is December 31.

In addition, if you are not employed on December 31 of a year due to qualified military service, and you cannot return to active employment due to death or Disability that occurs while you are performing the qualified military service, you will be treated as if you were employed on December 31, and you will be eligible to receive a Profit Sharing Contribution.

Do I have to participate in the Plan?

No. If you do not want to make Deferral Contributions or Catch-Up Contributions, just call Fidelity to stop the automatic Pre-Tax Deferrals. You should still, however, set up an Account to receive your Employer's Profit Sharing Contributions and name a Beneficiary. If you do not make Deferral Contributions, then you automatically will not receive any Matching Contributions.

When you first begin work, you can also fill out a form, if you wish, to permanently give up your right to receive Profit Sharing Contributions.

3. ELIGIBILITY AND ENROLLMENT

If your request is accepted by the Plan Administrator, then you will not receive any Profit Sharing Contributions either. However, Cook strongly encourages you to take advantage of this important Cook benefit and hopes that every Employee will contribute at least 4% of Compensation as Deferral Contributions so that every Employee can get the maximum Matching Contribution.

How do I enroll in the Plan?

Call Fidelity Retirement Benefits at 800-835-5091. Use the automated line, or you can speak with a Participant Services Representative.

4. CONTRIBUTIONS TO THE PLAN

DEFERRAL CONTRIBUTIONS

What are Deferral Contributions?

Deferral Contributions are the amount of money that you choose to take out of your paycheck and contribute to the Plan. Instead of receiving this part of your Compensation in your paycheck, it is deposited into your Account in the Plan each pay period, and it is invested for your retirement.

What are Pre-Tax Deferrals?

Pre-Tax Deferrals are contributions that are subtracted from your Compensation before your income taxes are calculated. You do not pay income taxes on these contributions, or on the investment earnings on the contributions, until you withdraw the money out of the Plan.

What are Roth Deferrals?

Roth Deferrals are contributions that are subtracted from your Compensation after your income taxes are calculated, so you pay income taxes on the Roth Deferrals when you contribute them to the Plan. You do not, however, pay income taxes when you take the Roth Deferrals out of the Plan. You also do not pay income taxes on the investment earnings on your Roth Deferrals when you withdraw them – and in most cases, state and local taxes – if they are distributed in a “Qualified Distribution.”

A distribution is a “Qualified Distribution” if it is made after you are age 59½, or if you die or you become Disabled and at least five years have passed since January 1 of the year you made: a) a Conversion; b) a Roth Rollover into this Plan (or Roth contributions to the transferring plan); c) Roth Deferrals to this Plan; or d) Roth Catch-Up Contributions to this Plan, whichever comes first.

Are Deferral Contributions withheld from all of my Compensation?

Almost. Once Deferral Contributions to the Plan begin, the automatic Deferral Contributions, or the percentage you pick, will be withheld from ALL regular Compensation paid to you, including such things as the Perfect Attendance Award, Productivity Incentive Pay, and a

4. CONTRIBUTIONS TO THE PLAN

Holiday Bonus. Deferral Contributions will not be withheld from certain severance payments or deferred compensation, or from amounts paid due to your relocation or due to your assignment to a foreign country.

Are Pre-Tax Deferrals automatically withheld from my paycheck?

Yes. Starting approximately 30 days after your first pay date, 4% of your Compensation will be automatically withheld from your paycheck and contributed to the Plan as Pre-Tax Deferrals, unless you elect not to participate, or you elect to contribute a different amount, or you elect to make some or all of your Deferral Contributions as Roth Deferrals. Unless you make an investment election for this money, it will be invested in the age-appropriate Target Date Fund. Before deferrals begin, you will receive a letter telling you that the automatic 4% Pre-Tax Deferrals will begin if you do not contact Fidelity to make a different deferral election.

Can I change the amount of Deferral Contributions which I make to the Plan?

Yes. You can change the amount of your Deferral Contributions, temporarily suspend making Deferral Contributions, or completely stop making Deferral Contributions to the Plan at any time by calling Fidelity at 800-835-5091, or via the Internet with Fidelity NetBenefits at www.401k.com. You always have the absolute right to stop the automatic Pre-Tax Deferrals.

You can also sign up for the Annual Increase Program. If you sign up for the Annual Increase Program, then the percentage of your Deferral Contributions will increase automatically each year on the date you select, by the amount you select, which can be either 1%, 2%, or 3% per year. If you sign up for the Annual Increase Program but do not select an amount, your Deferral Contributions will increase 1% each year. You can sign up for the automatic increase, change the increase you elected or drop out of this program at any time.

Can I make Deferral Contributions after I stop working for all Cook Companies?

No. You cannot make Deferral Contributions to the Plan after you stop working for all Cook Companies, even if you are receiving severance payments.

4. CONTRIBUTIONS TO THE PLAN

Are there limits on the amount of Deferral Contributions that I can make to the Plan?

Yes. If you choose to make Deferral Contributions to the Plan, you must contribute at least 1% of your Compensation. You may contribute up to 50% of your Compensation to the Plan in any combination of Pre-Tax Deferrals and Roth Deferrals. However, your Deferral Contributions cannot be greater than the Compensation owed to you for the payroll period after all other payroll deductions have been taken, such as deductions for income taxes, payroll taxes, and health plan premiums, and the amount withheld from your Compensation, including Catch-up Contributions (see below), can never be more than 80% of your Compensation. The amount you select will be automatically deducted from your paycheck by your Employer each pay period and deposited into the Plan. You must choose a whole number percentage. For instance, you cannot contribute 1.5% of your Compensation.

Are there any other limits on the amount of Deferral Contributions that I can make to the Plan?

Yes. The IRS limits the total amount of Deferral Contributions that you can put into the Plan each year. The IRS limit is as follows:

Year	IRS Limit
2017	\$18,000

This amount will increase for inflation in future years. Both your Pre-Tax Deferrals and your Roth Deferrals count toward this limit.

Example:

Employee	2017 Annual Compensation	Deferral Contributions		Total 2017 Contribution
		Pre-Tax Deferrals	Roth Deferrals	
Betty	\$12,000	0%	3%	\$360
Donna	\$18,000	10%	0%	\$1,800
Chris	\$68,000	20%	10%	\$18,000 (reduced from \$20,400 because of \$18,000 limit)

4. CONTRIBUTIONS TO THE PLAN

If Fidelity or the Plan Administrator determines that the Deferral Contributions that you have elected to contribute to the Plan are greater than the IRS Deferral Contribution limit for the year, either Fidelity or the Plan Administrator may, without your consent, reduce the percentage of Compensation that you have elected to contribute, or completely suspend your Deferral Contributions for the rest of the year, to keep you under the limit.

If, however, you are eligible to make Catch-Up Contributions and you accidentally put more than the permitted amount of Deferral Contributions into the Plan during a year, the excess, up to the Catch-Up Contribution limit, will be treated as Catch-Up Contributions. Catch-Up Contributions are explained below. Any amount exceeding the Deferral Contribution limit and the Catch-Up Contribution limit, plus any income earned on that amount, will be returned to you no later than April 15 of the next year. You will owe income taxes on the Pre-Tax Deferrals and on all investment earnings that are returned to you, including investment earnings on Roth Deferrals. If Matching Contributions have been made to your Account on your excess Deferral Contributions or Catch-Up Contributions, those Matching Contributions, and the earnings on them, will be forfeited. Forfeited amounts are distributed to employees who are eligible to receive Profit Sharing Contributions.

Are my Deferral Contributions fully vested as soon as I make them?

Yes.

How do I decide whether to make Pre-Tax Deferrals, Roth Deferrals, or both?

Many factors can influence which type of Deferral Contribution is right for you. You are encouraged to research this question. Fidelity can provide assistance with this at Fidelity NetBenefits or by phone, and you can also consult your own tax advisor.

CATCH-UP CONTRIBUTIONS

What are Catch-Up Contributions?

Catch-Up Contributions are extra Deferral Contributions that Employees who have reached age 50 can make if they want to contribute more to the Plan than the IRS limit on Deferral

4. CONTRIBUTIONS TO THE PLAN

Contributions. If you turn 50 during a year, or are over age 50, you can make Catch-Up Contributions.

Are there rules about the Catch-Up Contributions which I make to the Plan?

Yes. If you choose to make Catch-Up Contributions to the Plan, you must contribute at least 1% of your Compensation as Catch-Up Contributions. You may contribute up to 50% of your Compensation as Catch-Up Contributions, in any combination of Pre-Tax Catch-Up Contributions and Roth Catch-Up Contributions. However, your combined Deferral Contributions and Catch-Up Contributions cannot exceed 80% of your Compensation. Also, your Deferral Contributions and Catch-Up Contributions combined cannot exceed the Compensation remaining for the payroll period after all other payroll deductions have been taken, such as the deductions for Deferral Contributions, income taxes, payroll taxes, and health plan premiums.

The amount you select is automatically deducted from your paycheck each payday and deposited into the Plan by your Employer. You must choose a whole number percentage. For instance, you cannot contribute 1.5% of your Compensation.

What is the maximum amount of Catch-Up Contributions that I can make to the Plan?

The IRS limits the amount of Catch-Up Contributions that you can put into the Plan each year. The IRS limit is as follows:

Year	IRS Limit
2017	\$6,000

This limit will increase for inflation in future years. Both your Pre-Tax Catch-Up Contributions and your Roth Catch-Up Contributions count toward this limit.

Do I have to wait until the end of the year to make Catch-Up Contributions?

No. You can have Catch-Up Contributions withheld from your paycheck and contributed to the Plan throughout the year.

Are my Catch-Up Contributions fully vested as soon as I make them?

Yes.

MATCHING CONTRIBUTIONS

What are Matching Contributions?

These are contributions that your Employer adds to your Account in the Plan out of their own money, not out of your paycheck. For every dollar of Deferral Contributions and Catch-Up Contributions that you put into the Plan out of your paycheck, your Employer will put in another dollar of the Employer's own money, up to a maximum of 4% of your annual Compensation.

What happens if I contribute less than 4% of my annual Compensation as Deferral and Catch-Up Contributions?

If you contribute less than 4% of your annual Compensation as Deferral and Catch-Up Contributions (including Roth Contributions), then your Employer will also put in less than 4% of your annual Compensation, matching your Deferral and Catch-Up Contributions (including Roth Contributions). Your Employer will match every dollar that you put in, but will not put in any more than that.

For example, if you contribute 2% of your annual Compensation to the Plan, your Employer will match your Deferral Contributions by putting in Matching Contributions equal to 2% of your annual Compensation. If you contribute less than 4% of your annual Compensation to the Plan, you are losing an important benefit of being an Employee of a Cook Company.

What happens if I contribute exactly 4% of my annual Compensation as Deferral and Catch-Up Contributions?

You are getting the maximum Matching Contribution for your money. If you contribute exactly 4% of your annual Compensation as Deferral and Catch-Up Contributions (including Roth Contributions), then your Employer will also contribute 4% of your annual Compensation to your Account, matching every dollar that you put in.

4. CONTRIBUTIONS TO THE PLAN

What happens if I contribute more than 4% of my annual Compensation as Deferral and Catch-Up Contributions?

If you put more than 4% of your annual Compensation into the Plan, you will save more for your retirement, but your Employer will not match every dollar of your Deferral and Catch-Up Contributions. Your Employer just matches the first 4% of your annual Compensation.

For example, if you contribute 5% of your annual Compensation to the Plan, your Employer will only put in Matching Contributions equal to 4% of your annual Compensation, not 5% of your annual Compensation.

When does my Employer pay my Matching Contributions into the Plan?

Matching Contributions for your Deferral Contributions are paid into the Plan shortly after each payday.

Matching Contributions for your Catch-Up Contributions are paid into the Plan during the annual true-up calculation. See the next question.

Is the total Matching Contribution for the year equal to my annual Deferral and Catch-Up Contributions up to 4% of my annual Compensation?

Generally, yes. If needed, “true-up” Matching Contributions will be made after the end of the year. “True-up” Matching Contributions are sometimes necessary if you changed your Deferral or Catch-Up Contribution percentage during the year. Mid-year changes can cause your total Matching Contributions that are deposited during the year to be less than your Deferral and Catch-Up Contributions (including Roth Contributions) for the year up to 4% of your annual Compensation.

To further illustrate, a true-up Matching Contribution is usually made because you deferred less than 4% of Compensation at times during the year and more than 4% of Compensation at other times during the year.

If you are a highly compensated employee and you receive Compensation due to a relocation or due to an assignment to a foreign country, then that extra Compensation is not included in the calculation of your Matching Contributions.

4. CONTRIBUTIONS TO THE PLAN

Does my Employer have any discretion as to the amount of Matching Contributions they will pay to my Account?

Generally, you, not your Employer, control the amount of Matching Contributions your Employer contributes to your Account by choosing the amount of Deferral and Catch-Up Contributions you are going to make. Unless your Employer amends the Plan to reduce, stop or increase the Matching Contributions, they must match every dollar of your Deferral and Catch-Up Contributions, one dollar from your Employer for every dollar contributed by you, until your Employer has paid into your Account 4% of your annual Compensation.

Example:

Name	Compensation	Deferral Contributions		Matching Contributions	Total
		Pre-Tax Deferrals	Roth Deferrals		
Chris	\$15,000	2% = \$300	0%	2% = \$300	\$600
Pat	\$10,000	2% = \$200	2% = \$200	4% = \$400	\$800
Lynn	\$20,000	3% = \$600	7% = \$1,400	4% = \$800	\$2,800

Are my Matching Contributions fully vested as soon as my Employer makes them?

Yes.

PROFIT SHARING CONTRIBUTIONS

What are Profit Sharing Contributions?

At its sole discretion, your Employer may make an annual Profit Sharing Contribution to your Account. Your Employer will decide whether to make a Profit Sharing Contribution shortly after the end of the year. You will be notified each year about this contribution.

If my Employer decides to make a Profit Sharing Contribution, how is my share of the Profit Sharing Contribution determined?

If a Profit Sharing Contribution is made, this contribution will be distributed to all eligible participant accounts based upon their

4. CONTRIBUTIONS TO THE PLAN

annual Compensation (up to the maximum Compensation allowed by law). For instance, if your Employer decides to make a 3% Profit Sharing Contribution for a year, your Employer will contribute to your Profit Sharing Account 3% of your annual Compensation.

However, if you are a highly compensated employee and you receive Compensation due to relocation or due to an assignment to a foreign country, then that Compensation is not included in the calculation of your Profit Sharing Contribution.

Do I need to make Deferral or Catch-Up Contributions in order to receive a Profit Sharing Contribution?

No. You do not need to make Deferral or Catch-Up Contributions to the Plan to receive the Profit Sharing Contribution.

How do I become eligible to receive a Profit Sharing Contribution for a year?

To be eligible to receive a Profit Sharing Contribution for a year, you must be employed on December 31 of the year. If you are not employed on December 31, then you are not eligible for a Profit Sharing Contribution for that year.

However, if you are a temporary, variable, or seasonal Employee or an Employee on an approved leave, and you are not actively working on December 31 of a year, you are still eligible to receive a Profit Sharing Contribution based on Compensation paid to you during the year, so long as you are still employed by a Cook Company at the end of the year. Employees who work on the last business day of the year are eligible to receive a Profit Sharing Contribution, as are Employees whose termination date is December 31.

What if I am not employed on December 31 because I died or became Disabled during the year?

If you are not employed on December 31 because you died or became permanently Disabled during the year, and you were employed by a Cook Company at the time of your death or Disability, then this eligibility requirement will be waived, and you will still receive a Profit Sharing Contribution for the year of your death or Disability.

In addition, if you are not actively employed on December 31 of a year due to qualified military service, and you cannot return to active employment due to death or Disability that occurs while you are performing the qualified military service, you will be treated as if you

4. CONTRIBUTIONS TO THE PLAN

were employed on December 31. You will be eligible to receive a Profit Sharing Contribution for the year of your death or Disability based on Compensation paid during the military leave, including, for example, differential wage payments.

When are Profit Sharing Contributions deposited into my Account?

Profit Sharing Contributions for the year are deposited into your Account after the end of the year, but usually before March 15 of the next year.

Are my Profit Sharing Contributions fully vested as soon as my Employer puts them in my Account?

No. See the Vesting Schedule in Section 5.

ROLLOVER CONTRIBUTIONS

What are Rollover Contributions?

Rollover Contributions are either pre-tax contributions that you “roll” into this Plan from another employer’s tax-qualified plan, an IRA, a 403(b) annuity contract, or a state-sponsored 457(b) plan (“**Pre-Tax Rollover Contributions**”), or after-tax contributions which you “roll” directly into this Plan from another employer’s Roth 401(k) plan, Roth 403(b) annuity contract, or state-sponsored Roth 457(b) plan (“**Roth Rollover Contributions**”).

What are the restrictions on Pre-Tax Rollovers to this Plan?

You can transfer Pre-Tax Rollover Contributions directly to this Plan, or you can transfer them into an IRA and then into this Plan, as long as you meet certain time restrictions. You cannot roll over to this Plan IRA contributions that were not tax deductible when they were contributed to the IRA.

What are the restrictions on Roth Rollovers to this Plan?

This Plan will not accept a Roth Rollover Contribution from a Roth IRA, and it will not accept an indirect Roth Rollover Contribution from another plan to a Roth IRA and then to this Plan. You must transfer a Roth Rollover Contribution directly to this Plan from the other employer’s plan.

4. CONTRIBUTIONS TO THE PLAN

Where are my Pre-Tax Rollover Contributions and Roth Rollover Contributions deposited?

They are deposited into a Rollover Source or a Roth Rollover Source within your Account.

Are my Rollover Contributions fully vested?

Yes.

As an active Employee, can I take withdrawals from my Rollover Contributions at any time?

Yes. Even though you are still working, you can withdraw part or all of your Rollover Contributions at any time in the form of installments and/or in lump-sum payments.

When you withdraw any Pre-Tax Rollover Contributions, you will be required to pay income taxes and the 10% early withdrawal penalty (if applicable) on the amount you withdraw, unless you roll that amount over to an IRA or another qualified plan.

When you withdraw Roth Rollover Contributions, the Contributions are not taxed. In order to avoid paying income taxes on the earnings on Roth Rollover Contributions, a distribution that is not transferred to a Roth IRA or another qualified plan must be a "Qualified Distribution." See Section 10, "Tax Rules Affecting Plan Payments."

How do I arrange for a rollover of my Account that is in another employer's plan or an IRA into my Account in this Plan?

In order to arrange for a rollover into this Plan, call Fidelity at 800-835-5091 to get an application for a rollover. You will be sent a packet of information instructing you how to make a request for a rollover from your previous plan, IRA, 403(b) annuity contract or state-sponsored 457(b) plan.

IN-PLAN ROTH CONVERSIONS

What is an In-Plan Roth Conversion?

Most contributions to the Plan are made "pre-tax." This means that you do not pay taxes on the contributions when they are contributed to the Plan or on the investment earnings while they are in the Plan. All of the following contributions are Pre-Tax Contributions: Pre-Tax

4. CONTRIBUTIONS TO THE PLAN

Deferrals, Pre-Tax Catch-Up Contributions, Matching Contributions, Profit Sharing Contributions and Pre-Tax Rollover Contributions. You pay taxes on these contributions and on the earnings only when they are distributed to you.

An In-Plan Roth Conversion allows you to convert Pre-Tax Contributions to Roth Contributions. These are called Converted Contributions. You pay taxes now on the Converted Contributions, but keep the money in the Plan so the Converted Contributions can continue to grow tax-free. If you meet the requirements for a “Qualified Distribution,” the earnings on the Converted Contributions are withdrawn tax-free. They are not taxed.

What are the tax consequences of an In-Plan Roth Conversion?

As discussed above, Converted Contributions are taxable income to you in the year of the Conversion. For example, if you convert \$40,000 of your Pre-Tax Deferrals and \$10,000 of earnings on the Pre-Tax Deferrals in 2017, then at the end of 2017, the Plan will advise the IRS that you received \$50,000 of taxable income in 2017.

The Plan does NOT withhold any money from the Converted Contributions for the IRS, or pay any money to the IRS when you make the Conversion. If you convert a large amount, you must either increase your income tax withholdings, or make estimated tax payments to the IRS, or take other steps before the end of the year to pay the additional taxes owed on the Converted Contributions, or you may owe penalties and interest for underpayment of your income taxes.

How often can I make an In-Plan Roth Conversion?

As often as you wish. You may make as many Conversions each year as you choose.

Where are my Converted Contributions held?

If you make a Conversion prior to age 65, the Converted Contributions are deposited into separate Sources as follows:

- Converted Pre-Tax Deferrals and Converted Pre-Tax Catch-Up Contributions → Converted Deferral Source
- Converted Matching Contributions and Converted Profit Sharing Contributions → Converted Employer Source

4. CONTRIBUTIONS TO THE PLAN

- Converted Pre-Tax Rollover Contributions → Converted Rollover Source

If you make a Conversion after age 65, all of the Converted Contributions are deposited into your Roth Rollover Source.

Can I convert an outstanding Loan?

No.

Can I take a distribution of my Converted Contributions at any time?

No. After a Conversion, the Converted Contributions are subject to the same distribution restrictions as before. For example, Converted Pre-Tax Deferrals, Pre-Tax Catch-Up Contributions, Matching Contributions and Profit-Sharing Contributions cannot be distributed until you terminate employment, die, become Disabled or reach age 59½.

How are Converted Contributions taxed when they are distributed from the Plan?

Generally, Converted Contributions, including both the Pre-Tax Contributions and the earnings that were converted, are not taxed when they are distributed from the Plan because they were taxed at the time of the Conversion.

Earnings on the Converted Contributions after the Conversion will be taxed when they are distributed, unless they are distributed from the Plan in a "Qualified Distribution."

A distribution is a "Qualified Distribution" if it is made after you are age 59½, or you die or you become Disabled and at least five years have passed since January 1 of the year you made: a) a Conversion; b) a Roth Rollover into this Plan (or Roth contributions to the transferring plan); c) Roth Deferrals to this Plan; or d) Roth Catch-Up Contributions to this Plan, whichever comes first.

Example:

Assume that Chris, age 60, has the following contributions in her Account on October 10, 2017:

\$3,000 of Pre-Tax Deferrals

\$1,000 of Roth Deferrals

\$200 of Matching Contributions

4. CONTRIBUTIONS TO THE PLAN

\$1,000 of vested Profit Sharing Contributions

She started making Roth Contributions to the Plan on July 1, 2015. If Chris converts all of her Pre-Tax Contributions (\$3,000 Pre-Tax Deferrals, \$200 Matching Contributions and \$1,000 vested Profit Sharing Contributions) on October 10, 2015, the Plan will report to the IRS that she received \$4,200 in taxable income in 2015. She can take a Qualified Distribution of her Roth Deferrals and her Converted Contributions anytime on or after January 1, 2020, and she will not be taxed on the earnings on the Roth Contributions or the Converted Contributions. If she takes a distribution before January 1, 2020, then she will be taxed on the earnings on the Roth Contributions and the Converted Contributions.

In addition, if Chris made a Roth Rollover into this Plan from another plan, she can measure the five years from the date she started making Roth Deferrals to the other plan, if it is earlier than July 2015.

POST-TAX CONTRIBUTIONS THAT ARE NOT ROTH CONTRIBUTIONS

Are Post-Tax Contributions that are not Roth Contributions permitted?

No. Many years ago Post-Tax Contributions that are not Roth contributions were allowed. Some individuals may still have these Contributions in their Account. If you have these Contributions in your Account and have any questions, please contact Human Resources.

Effective January 2, 2015, Roth after-tax contributions (Roth Deferrals, Roth Catch-Up Contributions and Roth Rollover Contributions) are permitted by the Plan. Roth Contributions are subject to different rules than the Post-Tax Contributions.

GENERAL CONTRIBUTION RULES

What exactly is my Account and when is it established?

Shortly after you begin working for a Cook Company, an Account will be opened in your name in the Plan. All of your contributions and earnings will be placed into this Account. Each type of contribution and the earnings on that type of contribution will be held in a separate "Source."

4. CONTRIBUTIONS TO THE PLAN

What are Sources?

Each type of contribution and the earnings on the contribution are tracked separately in your Account, primarily for purposes of determining when the money vests, when it may be distributed and how it is taxed when distributed. If you make or receive a type of contribution, you will have a Source for that contribution. The table below shows every available Source under the Plan, even those you may not have.

Type of Contribution	Source
Deferral Contributions Pre-Tax Deferrals Roth Deferrals	Pre-Tax Deferral Source Roth Deferral Source
Catch-Up Contributions Pre-Tax Catch-Up Contributions Roth Catch-Up Contributions	Pre-Tax Catch-Up Source Roth Catch-Up Source
Employer Contributions Pre-Tax Matching Contributions Pre-Tax Profit Sharing Contributions	Matching Source Profit Sharing Source
Rollover Contributions Pre-Tax Rollover Contributions Roth Rollover Contributions	Pre-Tax Rollover Source Roth Rollover Source
In-Plan Roth Conversions Roth Conversions of Pre-Tax Deferrals and Pre-Tax Catch-Up Contributions Roth Conversions of Matching and Vested Profit Sharing Contributions	Converted Deferrals Source Converted Employer Source
Non-Roth Post-Tax Contributions Non-Roth Post-Tax Contributions (Please contact Human Resources for additional information about Non-Roth Post-Tax Contributions)	Post-Tax Source

Are there any other limits on my contributions to this Plan?

Yes. In addition to the limit on Deferral Contributions and Catch-Up Contributions, the IRS also limits the total amount of all contributions and forfeitures that can be added to your Account during a year. Rollover Contributions deposited into this Plan are not included in this limit.

4. CONTRIBUTIONS TO THE PLAN

In 2017, the total contribution limit is the smaller of the following two amounts:

- \$54,000 or
- 100% of your Compensation

This dollar limitation (\$54,000) will increase in future years with inflation.

Can I make any contributions to this Plan other than Deferral, Catch-Up and Rollover Contributions?

No.

Can my Employer make any contributions to this Plan for me other than Matching Contributions and Profit Sharing Contributions?

No.

5. VESTING

What does it mean to be vested in my Account?

If you are “vested” in all or part of your Account, this means that you have a right to receive that portion of your Account when you become eligible for a distribution from this Plan, regardless how long you have worked for a Cook Company.

Am I vested in any part of my Account right from the beginning?

Yes. You are always 100% vested in the following Contributions:

- Pre-Tax Deferrals
- Roth Deferrals
- Pre-Tax Catch-Up Contributions
- Roth Catch-Up Contributions
- Matching Contributions
- Rollover Contributions
- Converted Contributions from another plan

This means that as soon as these contributions are contributed to the Plan, they are yours regardless how long you are employed by a Cook Company.

Am I always fully vested in my Profit Sharing Contributions?

No. Profit Sharing Contributions vest over several years. Generally, your Profit Sharing Contributions become fully vested after you have worked for a Cook Company for six years. If you leave before you have been with a Cook Company for six years, some part of your Profit Sharing Contributions will probably be forfeited and kept in the Plan, rather than paid to you.

Is any part of my Profit Sharing Contributions vested before I have worked for a Cook Company for six years?

Yes. If you leave all Cook Companies before you have been employed for six years, then your Profit Sharing Contributions will be vested according to the following schedule.

Profit Sharing Contributions Vesting Schedule	
Years of Vesting Service	Vested Interest in Profit Sharing Contributions
2	20%
3	40%
4	60%
5	80%
6	100%

Is there any other time my Profit Sharing Contributions become fully vested?

Yes. You will automatically become fully vested in your Profit Sharing Contributions if:

- you reach age 65 while you are employed by a Cook Company, or
- you become Disabled while you are employed by a Cook Company (you are Disabled if Social Security has determined that you are eligible for Social Security disability benefits), or
- you die while you are employed by a Cook Company, or
- you die or become Disabled while performing qualified military service so that you cannot return to work, or
- your Employer is no longer a participating Cook Company because it is sold to a company outside the Cook family of companies (if you return to work for a Cook Company after the sale, you will not be automatically fully vested in any new Profit Sharing Contributions).

5. VESTING

What happens to my Profit Sharing Contributions if I quit my job with all Cook Companies before I am fully vested in the contributions?

If you quit working for all Cook Companies before you are fully vested, and you are not at that time age 65, Disabled or deceased, and your company has not been sold, you will not be completely vested in your Profit Sharing Contributions. When you withdraw your Account from the Plan or near the end of the year you leave all Cook Companies, the unvested portion of your Profit Sharing Contributions will be transferred from your Account to a forfeiture account. Once each year, Forfeitures are put into the Profit Sharing Sources of all Plan participants who are eligible for Profit Sharing Contributions. Forfeitures are allocated to Employees based upon their Compensation.

Example:

If Bill is eligible for Profit Sharing Contributions for a year, and his eligible Compensation for that year is 0.02% of the total eligible Compensation paid to all the Employees of Cook Companies who are eligible for Profit Sharing Contributions, then Bill will receive in his Profit Sharing Source 0.02% of the Profit Sharing Contributions that were forfeited by Employees of all Cook Companies.

Can I get my forfeited Profit Sharing Contributions back if I return to work at a Cook Company later?

If you return to work with a participating Cook Company within five years after you leave, or within five years after you take a distribution of your Account, whichever is later, you must repay to the Plan the Deferral Contributions, Catch-Up Contributions, Matching Contributions and Profit Sharing Contributions that you received after you left, whether they are Pre-Tax, Roth or Converted Contributions. Then your forfeited contributions, without any gains added to them or losses subtracted from them, will be returned to your Profit Sharing Source. You will have to repay the distributed amount into your Account in the Plan within five years of your return to work in order to get your forfeited contributions back. You do not have to pay back any Rollover Contributions or Converted Rollover Contributions that were distributed to you. You can then continue to work toward fully vesting the restored Profit Sharing Contributions. If your forfeited contributions are restored to your Account, that money comes from Forfeitures of other Plan participants or from a Cook Company. The restored contributions will be invested in the age-appropriate Target

Date Fund until you tell Fidelity how you would like to invest the money.

Example:

Bob began working for a Cook Company on January 2, 2011. He quit working for all Cook Companies in March 2014. At that time he had a total of \$10,000 in Pre-Tax and Roth Deferrals, Pre-Tax and Roth Catch-Up Contributions and Matching Contributions, \$12,000 in Pre-Tax and Roth Rollover Contributions and \$6,000 in Profit Sharing Contributions. Only 40%, or \$2,400, of his Profit Sharing Contributions was vested when he left all Cook Companies because he had been employed for only three full years. Bob took a distribution of all of his Deferrals, Catch-Up and Matching Contributions (a total of \$10,000), his Rollover Contributions (\$12,000) and his vested Profit Sharing Contributions (\$2,400) when he left. He forfeited \$3,600 of his Profit Sharing Contributions.

Bob returned to a Cook Company in July 2015. If within five years of his return he repays to the Plan the \$12,400 he took out as a distribution of his Deferrals, Catch-Up, Matching and Profit Sharing Contributions when he left, then the \$3,600 of Profit Sharing Contributions that he forfeited will be returned to his Profit Sharing Source. After three more years of work at a Cook Company, when he has been employed by a Cook Company for a total of six years, he will be fully vested in his Profit Sharing Contributions (including the \$3,600 he had previously forfeited). He does not need to repay the \$12,000 of Rollover Contributions that were distributed to him.

Are there any other special rules that apply to vesting my Profit Sharing Contributions?

Yes. If you have not worked for a Cook Company since December 31, 2006, then your Profit Sharing Contributions are fully vested after seven years, not six years, according to the following schedule:

Profit Sharing Contributions Vesting Schedule (seven year schedule)	
Years of Vesting Service	Vested Interest in Profit Sharing Contributions
3	20%
4	40%
5	60%
6	80%
7	100%

6. SERVICE RULES

What are the service rules?

The service rules are the rules that the Plan Administrator uses to determine whether you are vested in your Profit Sharing Contributions. These rules do not apply to your Deferral, Catch-Up, Matching, or Rollover Contributions because those contributions are always 100% vested.

You generally must have six years of service in order to be fully vested in your Profit Sharing Contributions. This is the Vesting Service rule.

See the vesting schedule in Section 5.

How does the Plan Administrator determine whether I have enough service to vest part or all of my Profit Sharing Contributions?

In order to determine how many years of Vesting Service you have, the Plan Administrator adds together all of your time with all Cook Companies. You are credited with service from your first day of work with any Cook Company until your employment with all Cook Companies is terminated.

What happens if I quit working for all Cook Companies during the year?

You will get credit for the part of the year during which you worked. For instance, if you worked for six months, you will receive credit for half a year, but not for a whole year. This is true regardless how many hours you worked during that six-month period.

If you are on an approved leave of absence, but your employment has not been terminated, the time you are gone is still credited to you for up to a year. After the first anniversary of the beginning of your leave, no more time will be credited to you until you return to work. If you are going to go on a leave of absence, you need to discuss with your Human Resources Department the effect your leave will have on vesting your Profit Sharing Contributions.

If you are gone from all Cook Companies because you are in the Armed Forces of the United States, you will receive vesting credit for the time you are in the Armed Forces if you are eligible for re-

employment under federal law and you return to work as required by federal law.

What happens if I return to work for a Cook Company after being gone for a period of time?

If you are gone for 12 months or less, then you will be credited with the entire period of your absence as if you had kept working. However, if you are gone for more than 12 months, then you will not receive any vesting credit for any of the time you are absent.

When I return to work for a Cook Company after being gone, does my earlier time still count toward vesting my Profit Sharing Contributions?

The answer to this question depends on whether you were vested in any part of your Account when you left, how long you were gone, and why you were gone.

- If when you left the Cook Companies you had Deferral Contributions, Catch-Up Contributions, Roth Deferral Contributions, Roth Catch-up Contributions, Matching Contributions or vested Profit Sharing Contributions, then when you return to any Cook Company, the time before your absence still counts toward vesting your Profit Sharing Contributions, regardless how long you were gone. The earlier time is never forfeited.
- If when you left the Cook Companies you had no Deferral Contributions, Catch-Up Contributions, Roth Deferral Contributions, Roth Catch-up Contributions, Matching Contributions or vested Profit Sharing Contributions, then the time before your absence still counts toward vesting your Profit Sharing Contributions *if* you were gone for less than 5 years, but it does not count toward vesting your Profit Sharing Contributions if you were gone for 5 years or more.
- In measuring this 5-year period, a special rule applies if you were gone because of an authorized Maternity or Paternity Leave. A Maternity or Paternity Leave is an absence from work because of your pregnancy, the birth of your child, the placement of a child with you for adoption or to care for your child immediately following birth or adoption. Talk to your Human Resources Department if you think this rule applies to you. For instance, if you were employed by a Cook Company for two years, and then you were gone for six years because you adopted a child, then your earlier

6. SERVICE RULES

service (the first two years) will still count toward vesting your Profit Sharing Contributions when you return to work, if you provide the necessary documentation.

Examples:

Assume that none of these individuals had any Deferral Contributions, Catch-Up Contributions or Matching Contributions in the Plan when they terminated employment, that their leave was not a Maternity or Paternity Leave, and that they have worked for a Cook Company since January 1, 2007.

Employee	Service Before Terminated	Years Gone	Service Reinstated?
Chris	½ year	5	No
Pat	1 year	3	Yes
Lynn	2 years	4	Yes
Jan	1½ years	6	No
Tyler	3 years	7	Yes*
Peter	5 years	10	Yes*

*Tyler and Peter's service is reinstated even though they were gone for more than five years because they were vested in some of their Profit Sharing Contributions when they left.

Are there any other ways to count my service?

Yes. If you are terminating your employment with all Cook Companies and you are not fully vested in your Profit Sharing Contributions and you were a participant in this Plan prior to January 1, 1999, you should talk to your Human Resources Department because there may be an alternative way to determine your years of Vesting Service that would give you more years of Vesting Service.

7. MAKE CHANGES TO YOUR ACCOUNT

How can I get more information about my Account?

There are several ways to get information about your Account.

- Your Annual Participant Statement - Each year you will receive a statement that summarizes all of the activity in your Account, including your contributions, withdrawals, Loans, Loan repayments, Hardship Withdrawals, investments and earnings/losses on your investments.
- Fidelity Retirement Benefits Telephone Line - Your Plan is administered by Fidelity Retirement Benefits. You can call Fidelity at **800-835-5091** to:
 - Enroll in the Plan
 - Change the percentage of Compensation you want to contribute to the Plan as Deferral Contributions or Catch-Up Contributions
 - Change the percentage of your Deferral Contributions or Catch-Up Contributions that is Pre-Tax or Roth
 - Change the way your current Account Balance is invested or change the way your future Contributions are invested
 - Obtain information about your Account and your investment choices
 - Obtain your current Account Balance, which is updated every business day
 - Find out the current prices of your investments in the Plan
 - Find out the performance of the investment options in the past
 - Review the past 90 days of transactions in your Account
 - Order Plan literature and prospectuses on the investment options
 - Discuss outstanding Loans
 - Initiate a new Loan
 - Initiate withdrawals from your Account
 - Sign up for the Fidelity Portfolio Advisory Service

Much of this information can be obtained through Fidelity Benefits' Automated Line, which is available 24 hours a day, seven days a week.

7. MAKE CHANGES TO YOUR ACCOUNT

If you want to talk to a person, a Participant Services Representative is available Monday through Friday between 8:30 a.m. and 8:00 p.m. Eastern Time.

- Internet Access to Account Information - You can also access your Account through the Internet with Fidelity NetBenefits. Using your browser, type in: "www.401k.com". Click on the NetBenefits Account Access icon. Select "Access My Account". Enter your Social Security number and your personal identification number (PIN).

Examples of things you can do on Fidelity's Internet site include:

- Change the percentage of Compensation you want to contribute to the Plan as Deferral Contributions or Catch-Up Contributions
- Change the percentage of your Deferral Contributions or Catch-Up Contributions that is Pre-Tax or Roth
- Change the way your current Account Balance is invested or change the way your future Contributions are invested
- Obtain information about your Account and your investment choices
- Obtain your current Account Balance, which is updated every day
- Find out the current prices of your investments in the Plan
- Find out the performance of the investment options in the past
- Review the past transactions in your Account
- Order Plan literature and prospectuses on the investment options
- Review different Loan options before requesting a Loan
- Initiate a new Loan
- Designate or change your Beneficiary

8. YOUR INVESTMENT OPTIONS

How can I invest my Account?

You can invest your Account in several different ways. You can:

- Contribute to one or more of the Target Date Funds, or
- Invest in any of the available mutual funds and stable value fund, or
- Divide your Account up between any number of Target Date Funds and any number of mutual funds and stable value fund, or
- Sign up for the Fidelity Portfolio Advisory Service (see below).

What are the Target Date Funds?

The Target Date Funds available in the Plan contain a mixture of stock mutual funds, bond mutual funds and money market mutual funds. The combination of investments in each Target Date Fund is specifically designed to match a target retirement date. You can pick the Fund that most closely matches the year you plan to retire, or if you will be retiring soon or have retired, you can choose the Fidelity Freedom K Income Fund. The Target Date Funds will appeal to you if you don't want the responsibility of researching, choosing and monitoring your investments as closely, or you do not have the time to do so.

Can I pick my own investments?

If you want to select and monitor your own investments, you can do that by choosing from any of the Target Date Funds and/or any of several mutual funds. The mutual funds will appeal to you if you are comfortable with the responsibility and time involved in picking funds that match your investment objectives and long-term goals and closely monitoring them. For a complete list of the mutual funds currently available and information about those funds, please call Fidelity at 800-835-5091 or go online at www.401k.com.

A federal statute called ERISA (which is short for "Employee Retirement Income Security Act") establishes standards for the investments that are offered to you under this Plan and for disclosures provided to you regarding the potential risks and potential investment returns associated with the investment options. This Plan is intended to comply with ERISA Section 404(c). Therefore, plan fiduciaries, independent advisors and Cook Companies are not

8. YOUR INVESTMENT OPTIONS

responsible for any losses that result from the investment elections you make. You should read the prospectuses or offering statements that are provided by the investment options before you make your investment decisions. You can look at those documents by logging onto NetBenefits at www.401k.com.

Do I have an option if I prefer not to pick my own investments?

Yes. The Plan has a service called Fidelity Portfolio Advisory Service. For an advisory fee that will be deducted from your Account quarterly, investment professionals at Fidelity's Strategic Advisors, Inc. will manage the investment of your Account. They will evaluate the investment options available in the Plan and identify a model portfolio of investments appropriate for you. The Advisory Service then invests your Account to align with this model and provides ongoing management of your Account to address changes in the markets, the Plan's investment lineup, and your personal situation. Each year you will receive an investment strategy review.

The Advisory Service will appeal to you if you feel that you don't have the expertise to thoroughly evaluate the Plan's investment options, determine an appropriate investment allocation, and monitor and change your holdings over time. The performance of the model portfolios depends on the performance of the underlying investment options. The underlying investment options are subject to the volatility of the financial markets in the U.S. and abroad.

You can start or stop the Advisory Service whenever you like, with no additional charge. The Advisory Service will stop in the event of your death. To learn more, call Fidelity Retirement Services at 866-811-6041. If you choose the Advisory Service, you will still determine the amount of your Deferral and Catch-Up Contributions and decide whether to take Loans and Hardship Withdrawals. Underlying mutual fund expenses will continue to be charged to your Account, the same as before you signed up for the Advisory Service.

What happens if I do not make any investment elections for my Account?

If you do not make any investment elections for your Account, then all money contributed to your Account, other than your Rollover Contributions, is invested in the age-appropriate Target Date Fund until you make a different investment election. Each of the Target Date Funds contains a mixture of stock, bond and money market mutual funds specifically designed to match a target retirement date.

8. YOUR INVESTMENT OPTIONS

The Target Date Fund chosen for you is based upon your age on file, as shown in the following chart.

Date Of Birth	Retirement Date Range	Target Fund
If no date of birth is on file or an invalid date of birth is on file at Fidelity	N/A	Income Fund
1/1/1900–12/31/1942	Retired pre-2008	Income Fund
1/1/1943–12/31/1947	2008–2012	Target Date 2010 Fund
1/1/1948–12/31/1952	2013–2017	Target Date 2015 Fund
1/1/1953–12/31/1957	2018–2022	Target Date 2020 Fund
1/1/1958–12/31/1962	2023–2027	Target Date 2025 Fund
1/1/1963–12/31/1967	2028–2032	Target Date 2030 Fund
1/1/1968–12/31/1972	2033–2037	Target Date 2035 Fund
1/1/1973–12/31/1977	2038–2042	Target Date 2040 Fund
1/1/1978–12/31/1982	2043–2047	Target Date 2045 Fund
1/1/1983–12/31/1987	2048–2052	Target Date 2050 Fund
1/1/1988–12/31/1992	2053–2057	Target Date 2055 Fund
1/1/1993–12/31/2099	2058 and later	Target Date 2060 Fund

Rollover Contributions will not automatically be invested in a Target Date Fund. They will be returned if investment elections are not received with the Rollover Contribution check.

Does anyone guarantee me any minimum benefit in the Plan?

No. Because your Plan is a profit-sharing/401(k) plan, your benefits in this Plan are not insured or guaranteed by either the government or by any Cook Company. The amount of money you will have in the Plan for your retirement depends entirely on how much you and your Employer contribute to your Account and on how well your investments perform. No one guarantees that you will have even the amount of money that you and your Employer contributed or any other minimum amount of money for your retirement.

9. TAKING MONEY OUT OF THE PLAN

You should read this section very carefully before taking money out of the Plan and review Section 10, called “Tax Rules Affecting Plan Payments.”

You can take money out of the vested portion of your Account in three ways:

- Loans
- Hardship Withdrawals (from Deferral and Catch-Up Contributions only)
- Distributions

LOANS

Can I borrow my entire Account?

No, there is a maximum amount that you can borrow. The maximum is discussed below.

How do I apply for a Loan?

You request a Loan by calling a Participant Services Representative at Fidelity at 800-835-5091 between 8:30 a.m. and 8:00 p.m. Eastern Time. You may also request a Loan by logging into your accounts on NetBenefits at www.401k.com. A fee will be charged to your Account to set up the Loan, and then a fee will be charged to your Account each year to maintain the Loan.

What paperwork and requirements are involved in a Loan?

You will be required to sign a note (electronically) promising to repay the Loan with interest. As security for the Loan, you will be required to give the Plan an interest in your vested Account Balance equal to the amount of the Loan and to agree that your Account can be charged with the unpaid principal and interest if you default on the Loan. You will also be required to agree to repay the Loan by deductions from your paycheck.

What happens if I take a distribution of my Account while I have a Loan outstanding?

If any part of your Account is distributed to you or to your Beneficiary while a Loan balance is still outstanding, then the amount actually distributed will be reduced by the outstanding Loan balance, with interest to the date of the distribution.

What happens if I quit working for all Cook Companies while I have a Loan outstanding and I do not take a distribution of my Account?

If you quit working for all Cook Companies before your Loan is paid off and you do not take a distribution of your Account, then you may continue making monthly Loan payments in the same amount as before you quit working. To continue making monthly Loan payments by personal check or electronically, contact Fidelity at 800-835-5091.

If you don't continue making monthly Loan payments, the balance of any outstanding Loan will be due immediately. The unpaid balance of the Loan (principal and interest) will be considered in default and will be immediately subject to income tax, and to a 10% early distribution penalty if you are under age 59½. The unpaid balance will be deducted from any distribution of your Account made to you or to your Beneficiary at a later time.

What will the interest rate be on the Loan?

The interest rate on the Loan will be the prime interest rate plus 1%. If you are on a qualifying military leave, the interest rate will never be greater than 6%.

To whom do I pay the interest?

To yourself – to your own Account. Your Loan repayments are deposited back into the Sources from which the Loan was taken, and they are invested in the mutual funds you have directed for future contributions at the time of the Loan repayments.

Is there a minimum or maximum amount I can borrow from my Account?

Yes. The minimum Loan is \$1,000. The maximum Loan is typically 50% of the vested portion of your Account, up to a maximum of \$50,000. The \$50,000 maximum Loan limit will be reduced by the

9. TAKING MONEY OUT OF THE PLAN

highest outstanding Loan balance you had under the Plan at any time during the 12-month period before the Loan is requested.

Your Loan will be taken from your Contributions in the following order: non-Roth Post-Tax Contributions, Pre-Tax Rollover Contributions, Pre-Tax Deferrals, Pre-Tax Catch-Up Contributions, Matching Contributions, vested Profit Sharing Contributions, Roth Deferrals, Roth Catch-Up Contributions, Roth Rollover Contributions, Converted Deferrals and, finally, Converted Employer Contributions.

Loans will be approved only in increments of \$100. In other words, you cannot borrow \$1,550. You must either borrow \$1,500 or \$1,600.

How long will I have to repay the Loan?

You will have no less than 1 year and no more than 5 years to repay the Loan, as you choose.

Loan payments may be suspended for up to one year during a leave of absence if your rate of pay during your leave is less than the Loan payments, or for any period while you are serving in the Armed Forces of the United States. When you return from your leave, your Loan will be re-amortized. For military service leaves, the term of the Loan will be extended by the length of the military service leave.

How much will my Loan payments be?

Repayment of the Loan will be spread out evenly over the term of the Loan, with equal payments made each payday by payroll deduction.

Can I have more than one Loan at a time?

No. A Loan application will not be approved while another Loan is outstanding, nor will a Loan be refinanced or a second Loan approved to pay off an existing Loan. You cannot take out another Loan if you have a defaulted Loan that has not been paid off with interest.

Can I pay off my Loan balance early?

Yes. Loans may be prepaid by certified check, cashier's check, or money order without any penalty. Personal checks will not be accepted. Partial prepayments are not permitted. If you want to pay off the Loan early, you must pay off the Loan in full. Contact Fidelity to request the payoff amount and to get instructions for submitting the prepayment.

What happens if I miss a payment?

Generally, you cannot miss a payment since you repay the Loan by deductions from your paycheck. If, however, you have quit working for all Cook Companies and you are making payments directly, missing a payment is possible. If you are more than 90 days late in making a payment, or if there is an outstanding principal balance after the last scheduled repayment date, the Plan Administrator will declare the Loan to be in default, and the entire unpaid balance of the Loan, together with accrued interest, will be immediately due. If the defaulted amount is not paid, then the first time you are entitled to a distribution of your Account, your Account will be reduced by the defaulted amount and interest on the defaulted amount through the date of the distribution.

Do I owe taxes if I default on the Loan?

Yes. The defaulted Loan is taxable income to you, and at the end of the year the amount of the defaulted loan will be reported to the IRS as taxable income paid to you. You will receive a 1099-R tax form for this amount. In addition, a 10% early withdrawal penalty may apply. See Section 10.

If interest rates have dropped since I took out my current Loan, can I reduce my Loan interest rate to the current market rate?

No. Because of frequent changes in the prime rate, it is impractical to allow changes in Loan interest rates. When rates drop, it is reasonable to assume most participants would change their Loan rate to a lower rate. This would require changing Loan repayment deductions in company payroll systems. The administrative costs of doing so would be prohibitive. Loans may, however, be repaid in full at any time without penalty.

HARDSHIP WITHDRAWALS

In certain limited hardship situations you are permitted, while you are working, to withdraw your Deferral Contributions and Catch-Up Contributions, including Converted Deferral and Converted Catch-Up Contributions. Hardship Withdrawals are not like Loans, however, because you are not permitted to repay these amounts back into your Account. A Hardship Withdrawal is a last-resort option. The minimum Hardship Withdrawal is \$1,000.

9. TAKING MONEY OUT OF THE PLAN

All of your Rollover Contributions must be withdrawn prior to requesting a Hardship Withdrawal. You do not have to qualify for a financial hardship to withdraw funds from your Rollover Contributions.

How do I qualify for a Hardship Withdrawal?

If you are actively employed by a Cook Company or on an approved leave and you have incurred a financial hardship, then you may withdraw all or a portion of your Deferral Contributions and Catch-Up Contributions, including Converted Deferrals and Converted Catch-Up Contributions. You may not withdraw earnings on these contributions. You cannot take Hardship Withdrawals from your Rollover Contributions, Matching Contributions, Profit Sharing Contributions or Converted Matching or Converted Profit Sharing Contributions.

A Hardship Withdrawal will only be approved if the withdrawal is necessary to meet an immediate and heavy financial need which has arisen because of:

- Unreimbursed and uninsured expenses either already incurred or which you must incur to obtain medical care for yourself, your Spouse or your dependents
- Costs directly related to the purchase (excluding mortgage payments) of a home for yourself
- Payment of tuition, related educational fees, and room and board expenses for up to the next 12 months of post-secondary education for you, your Spouse, your children or your dependents
- The need to prevent eviction from your home or foreclosure on the mortgage of your home
- Expenses for the burial or funeral of your parents, Spouse, children or dependents
- Expenses for uninsured and unreimbursed home repairs to your principal residence due to a casualty loss

For purposes of determining whether an individual is your “dependent” so that you may take a Hardship Withdrawal to pay for their medical expenses, educational expenses or funeral expenses, a person is your “dependent” if they meet the income tax definition of “dependent.” However, if the person meets all of the requirements to be an income tax dependent except 1) they are a dependent of

9. TAKING MONEY OUT OF THE PLAN

another dependent; or 2) they are married and filed a joint income tax return with their spouse; or 3) their income was more than the personal exemption amount under the Internal Revenue Code for the year, then you can still take a hardship distribution to pay the individual's medical or educational expenses. To be eligible for a hardship distribution for funeral expenses of a dependent, the deceased person must meet all the income tax definitions of dependent except that their income can be more than the personal exemption amount under the IRS code for the year. Special circumstances apply for payment of hardship funeral or tuition expenses of a child of the participant. For more information, please contact the Plan Administrator.

What other rules apply to Hardship Withdrawals?

- A Hardship Withdrawal is a last-resort option. It will be approved only if you have already taken all other available distributions from this Plan, including withdrawal of all of your Rollover Contributions, and you have taken the Loan permitted to you from this Plan.
- The withdrawal will be limited to the amount necessary to meet the hardship need, plus the federal, state and local income taxes that you must pay on the Hardship Withdrawal.
- Your Hardship Withdrawal will be made first from your Pre-Tax Deferrals, and then from your Pre-Tax Catch-Up Contributions, your Roth Deferrals, your Roth Catch-Up Contributions, and, finally, from your Converted Pre-Tax Contributions and Converted Pre-Tax Catch-Up Contributions.
- Your Hardship Withdrawal will be made pro-rata from each of your investment choices.
- Your Deferral and Catch-Up Contributions under this Plan will be suspended for six months after you take the Hardship Withdrawal. During this time period, you also cannot make any Rollover Contributions to the Plan.
- About 30 days before the end of the six-month suspension period, you will receive a letter from Fidelity asking you if you want to sign up again to make Deferral and Catch-Up Contributions at the end of the suspension period. If you want to start making Deferral or Catch-Up Contributions again, you will need to call Fidelity to tell Fidelity what percentage of your Compensation you want to contribute to the Plan as Deferral and Catch-Up Contributions.

9. TAKING MONEY OUT OF THE PLAN

Until you call Fidelity, no Deferral or Catch-Up Contributions will be made to your Account, and you will lose a valuable benefit – your Employer's Matching Contributions.

How do I apply for a Hardship Withdrawal?

Call Fidelity at 800-835-5091 Monday through Friday between 8:30 a.m. and 8:00 p.m. Eastern time, or contact Fidelity NetBenefits via the Internet at www.401k.com.

You will need to certify that the information you submit in support of a Hardship Withdrawal request is true and accurate and that your financial hardship cannot be relieved through reimbursement from an insurance company or otherwise, liquidation of your assets or the assets of your Spouse or minor children, stopping your Deferral and Catch-Up Contributions, other distributions or Loans from the Plan, or by borrowing from commercial sources. You will have to provide supporting documentation to Fidelity.

DISTRIBUTIONS

When else can I take my money out of the Plan?

- If you terminate employment with all Cook Companies for any reason, including death or Disability.
- When you reach age 59½, even if you are still working for a Cook Company. However, you do not have to take a distribution at this time if you do not want to. On your 65th birthday, your Profit Sharing Contributions become 100% vested regardless how long you have been working for a Cook Company. If you take a distribution while you are still working for a Cook Company, a fee will be charged to your Account for the withdrawal. You can take up to two distributions per year while you are still working.
- You can take your Rollover Contributions out of the Plan at any time, even while you are still employed.

DEATH

What happens to my Account if I die before it is distributed to me?

If you die while you have an Account in the Plan, your Account will be paid to your Beneficiary.

How do I name a Beneficiary to receive my Account when I die?

Using the Internet, log on to NetBenefits at www.401k.com. Click on “Your Profile,” and then click on the “Beneficiaries” link in the “About You” section.

If you do not have Internet access, contact Fidelity at 800-835-5091 and ask for a Beneficiary Designation Form to be mailed to your home. Complete the form and return it to Fidelity. Your Human Resources Department does not have this form.

Do not call Fidelity in order to name a Beneficiary over the phone.

A Beneficiary designation is not effective until it has been received by the Administrator, and it is not effective unless it is received by the Administrator during your lifetime. At the time of your death, the most recent valid Beneficiary designation shall govern distribution of your Account.

Be sure you check your Beneficiary designation on a regular basis and keep it up to date.

Does my Spouse have to be my Beneficiary if I am married?

Yes, unless your Spouse consents in writing to your choosing someone else. If your Spouse does not consent in writing to your naming someone else, then your Spouse is automatically your Beneficiary, even if you designate someone else as your Beneficiary. “Spouse” can include either a same-gender Spouse or an opposite-gender Spouse so long as the marriage was validly entered into in a state or foreign country whose laws authorized the marriage, even if the couple lives in a state that does not recognize the validity of their marriage. If you have designated a Beneficiary and then you marry or your marriage becomes legally recognized, and you wish to name someone other than your Spouse as your Beneficiary, you must submit a new Beneficiary designation with the valid, written consent of your Spouse, or your Beneficiary designation will be disregarded, and your Account will be paid to your Spouse.

If my Spouse wants to consent to my choosing a different Beneficiary, what does my Spouse need to do?

If you are selecting a Beneficiary at www.401k.com and you are married, and you designate all or a portion of your Account to go to a

9. TAKING MONEY OUT OF THE PLAN

Beneficiary other than your Spouse, you will be asked to print the Spousal Acknowledgement Form during the confirmation process.

If you are not completing your Beneficiary designation online, contact Fidelity at 800-835-5091 for a Spousal Acknowledgement Form. Complete the Acknowledgement Form. Your Spouse must acknowledge their right to your Account, and sign the Acknowledgement Form in the presence of a notary public, who must then notarize your Spouse's signature. Return the completed, signed and notarized Acknowledgement Form to Fidelity.

Your Spouse can either consent to certain specific Beneficiaries identified by you in writing and limit their consent to those particular Beneficiaries, or your Spouse can consent to your naming any Beneficiary you wish and changing the Beneficiary in the future without their knowledge or additional consent. Any written consent given by one Spouse does not bind any subsequent Spouse.

Until your Spouse's signed and notarized Acknowledgement Form is received and verified by Fidelity as being in good order, no part of your Beneficiary designation will be effective, and your Account will be distributed according to the most recent valid Beneficiary designation on file. If no valid Beneficiary designation is on file, then your Account will be distributed under the default rules described below.

What if my Spouse cannot be located?

You do not need to obtain the consent of your Spouse if you can establish to the satisfaction of the Plan Administrator that your Spouse cannot be located.

If I am not married, are there any restrictions on whom I can name as my Beneficiary?

No. If you are not married, you can name anyone you choose as your Beneficiary without anyone's permission.

What happens if I get married or divorced after I have named a Beneficiary?

If you get married, your new Spouse is automatically your Beneficiary, regardless of who is the Beneficiary on file at the time. Your Beneficiary designation on file will be automatically revoked to the extent it names someone other than your Spouse as the Beneficiary,

9. TAKING MONEY OUT OF THE PLAN

unless your Account was distributed by the Administrator before the Administrator received written evidence of your marriage.

If you get divorced, any designation of your divorced Spouse that was made prior to the effective date of your divorce is automatically revoked by the divorce, except as otherwise provided in a Qualified Domestic Relations Order, unless your Account was distributed by the Administrator before the Administrator received written evidence of your divorce. The portion of your Account that would have gone to your ex-Spouse will be distributed as if your ex-Spouse had predeceased you. If you designated someone other than your ex-Spouse to receive part or all of your Account, that designation will remain valid after the divorce.

What happens if the Beneficiary I name dies before I do, or if I do not designate a Beneficiary? What are the default rules?

The default rules are as follows:

- If you are married when you die, your Spouse will be your Beneficiary.
- If you are not married and there is no valid Beneficiary designation on file (e.g., the Beneficiary you named has died, or you did not name a Beneficiary, or your designation is invalid or it has been revoked), then the Plan will pay your Account equally (in the following sequential order) to your:
 - surviving children (including children by adoption, but not including step-children or foster children); or
 - surviving parents (including adoptive parents, but not including step-parents or foster parents); or
 - surviving brothers and sisters (including brothers and sisters of the half blood and brothers and sisters by adoption, but not including step-brothers and sisters or foster brothers and sisters); or
 - the executor or personal representative of your estate.

If there are any surviving members in one of these groups, those members will receive 100% of your Account, divided equally among them, and members of groups in lower order of preference will not receive any of your Account.

9. TAKING MONEY OUT OF THE PLAN

If my Beneficiary dies after becoming entitled to my Account, but before my entire Account has been distributed to them, what happens to my Account?

If a Beneficiary dies after becoming entitled to receive your Account but before your entire Account has been distributed to them, your Account will be distributed to any remaining primary Beneficiaries, or if none, then to your contingent Beneficiaries. If no other primary or contingent Beneficiary has been designated to receive your Account, then your Account will be distributed under the default rules above.

Who should my Beneficiary contact to apply for a distribution?

Beneficiaries should contact the Plan Administrator, not Fidelity, to initiate a distribution.

Can a Beneficiary waive their rights to receive benefits?

Yes. If a Beneficiary does not want to receive a participant's Account, the Beneficiary may disclaim their interest in the Account by following the federal and state law rules for disclaimers. The Account will be paid to the next Beneficiary in line.

DISTRIBUTION FORMS AND PROCEDURES

Must I apply for a distribution after termination from all Cook Companies?

If your Account is greater than \$5,000, no money will be automatically paid to you. You must apply for a distribution. If your Account is \$5,000 or less, your Account will be automatically distributed, even if you do not apply for a distribution. It will be distributed directly to you if the balance is less than \$1,000. It will be transferred to an IRA set up in your name if the balance is greater than \$1,000, but not greater than \$5,000. Before any automatic distributions, the Plan Administrator will send you a letter describing the distribution rules and offering you the opportunity to make your own distribution election.

If my Account is greater than \$5,000 and I decide to take a distribution, must I take all of my money out of my Account?

No. You can withdraw as much or as little as you wish until you are age 70½. Then you will generally be required to withdraw a minimum amount from your Account each year unless you are still working for a Cook Company. See the “Required Distributions” paragraph at the end of this section.

When I want to take money out of my Account, what should I do?

When you are entitled to a distribution and you want to take money out of your Account, call Fidelity at 800-835-5091. Fidelity will guide you through the steps of distribution. At least 30 days before a distribution begins, Fidelity will mail a distribution kit to you. This kit will outline payment options and the tax rules applying to the different payment options. Fidelity will also give you an explanation of your right to delay distributions until age 70½, your right to roll over your Account to an IRA or to another employer’s plan, and the forms of payment available under the Plan.

After you receive the kit and have reviewed it, call Fidelity again, and Fidelity will walk you through the remaining steps. If a distribution is not directly rolled over to an IRA or to another plan, then the next January, you will be given an IRS Form 1099R for the distribution, and the distribution will be reported to the IRS as taxable income paid to you.

Must I wait 30 days after receiving the information from Fidelity to begin to receive payments?

No, you can ask to receive payments sooner.

What happens to my distributions if I become unable to handle my own affairs?

If the Plan Administrator finds that you are unable to handle your financial affairs because of a mental or physical condition, your distributions may be paid to a duly qualified guardian or legal representative, or, if there is no guardian or legal representative, then the Administrator may pay your benefits to another person for your benefit, including to pay your debts. The Plan is completely discharged from liability for such a payment.

9. TAKING MONEY OUT OF THE PLAN

What happens if you cannot find me when I am entitled to a distribution?

If your Account is greater than \$1,000, but not greater than \$5,000, the Plan Administrator will select an IRA provider and will pay your distribution directly into an IRA in your name at that provider. If your Account is \$1,000 or less, and the Administrator is unable to find you after making reasonable and diligent efforts, then the Administrator may establish an interest-bearing federally insured bank account in your name or transfer your Account balance to your state's unclaimed property fund.

If I terminate employment with all Cook Companies, and I begin taking distributions from my Account, and then I return to work for a Cook Company, do my distributions continue?

Maybe. If you are less than 59½ years old, they will stop immediately and will not start up again until you qualify for a distribution under the regular distribution rules. When you qualify for a distribution, you will need to apply again for a distribution and choose the form of distribution you want to receive.

If you are 59½ years old or older, you can continue to receive distributions while you are working, if you wish.

Can I take my payments in different ways?

Yes. However, your entire Account will be paid to you in one lump sum, unless you choose to take your Account out of the Plan in one of the following optional forms:

- a cash payment of a portion of your vested Account up to twice per year (a small fee of up to \$30 per transaction may be charged for periodic withdrawals); or
- a distribution of your entire Account in installment payments, calculated in one of the following ways:
 - monthly, quarterly, semi-annual, or annual installment payments (elected by you), to be paid over a period of time not longer than 10 years (elected by you), with the amount of each installment payment determined based on the payment frequency and period of time that you elect; or

9. TAKING MONEY OUT OF THE PLAN

- monthly, quarterly, semi-annual, or annual installment payments of a specific amount (as elected by you), to be paid over a period not longer than 10 years

You can take your distributions in cash or by electronic funds transfer. You must sell the mutual funds that you are invested in prior to distribution. Often elective deferrals from CRT Compensation, Profit Sharing Contributions and investment earnings are contributed to your Account after you terminate your employment, so to avoid small residual distributions, we recommend that you do not take a full payout for a couple of months after you terminate employment with all Cook Companies.

Can I leave my Account in this Plan after I leave all Cook Companies?

Yes, unless your Account Balance is less than \$5,000. If your Account Balance is less than \$5,000, then within a year of when you leave all Cook Companies, your entire Account will be paid out in one lump sum either directly to you or to an IRA.

Before the distribution, the Plan will send you a letter giving you an opportunity to make a distribution election. If the Plan does not receive direction from you on how to distribute your Account and your Account Balance is greater than \$1,000, then the Administrator will pay the distribution in a direct rollover to an IRA that will be set up in your name at a provider designated by the Administrator.

If your Account Balance is \$1,000 or less, then the Administrator will distribute your Account directly to you, after withholding 20% for income taxes.

For purposes of determining whether your Account Balance is greater than \$1,000 or \$5,000, money in your Rollover Contributions are not counted.

Can I change my mind about how I want to take my distribution?

Yes. Even after the first installment payment is made, you can stop the installment payments and ask for the rest of your Account Balance to be paid out in a lump sum.

9. TAKING MONEY OUT OF THE PLAN

ROLLOVERS

Instead of receiving a distribution of my Account, can I roll over my Account directly to an IRA or to another employer's plan?

Yes. If you want to roll over at least \$500 of your Account, then you can ask the Plan to transfer your Account directly to an IRA or to a Roth IRA, to another employer's plan, to a 403(b) annuity or to a government 457(b) plan, instead of distributing it to you. This is called a "direct rollover" because the transfer is made directly from this Plan to another plan, IRA, or Roth IRA and not to you first.

What are the advantages of a direct rollover?

If you roll your money out of this Plan directly to an IRA or Roth IRA or to another employer's plan, then this Plan can transfer 100% of your withdrawal to the other plan or IRA. If you do not directly roll over the money, then this Plan will generally have to withhold 20% of the distribution and pay it to the IRS in order to pay the income taxes on the distribution. See Section 10, "Tax Rules Affecting Plan Payments," for more information.

Do I have to roll over my entire Account, or can I roll over part of it, and take a distribution of part of it?

You can roll over part of your Account and take a distribution of the rest, so long as you roll over at least \$500.

Do I have to take a lump-sum distribution to be able to roll the distribution over to an IRA, Roth IRA, or qualified plan?

No. You can roll over installment payments.

Can I roll over Hardship Withdrawals?

No.

Can I still roll over my Account if the distribution is made directly to me?

Yes. This is called an "indirect rollover." In an indirect rollover, 80% of your distribution is paid directly to you. The other 20% of your distribution is paid directly to the IRS to pay the income taxes on the distribution. You may then roll the 80% that you receive to an IRA or

9. TAKING MONEY OUT OF THE PLAN

to another employer's plan, so long as you do this no later than 60 days after you receive the distribution from this Plan.

If you can afford to, and want to, you can use other funds to "add back" the 20% that was paid to the IRS, and you can contribute that 20% to the other employer's plan or IRA as part of the roll over. If you do not "add back" the 20%, then you may be liable for income taxes and a 10% early withdrawal penalty on the 20% that is deducted from the rollover and paid to the IRS.

Are there any special rules about rolling over my Roth Deferrals, Roth Catch-Up Contributions, Roth Rollovers or Converted Contributions?

Yes. These contributions can only be directly rolled over to a Roth IRA or to another employer's plan that has Roth provisions and will accept Roth rollover contributions.

DISTRIBUTIONS TO BENEFICIARIES

What rules apply to my Beneficiary after I die?

If you die before your Account has been completely distributed, your Beneficiary must contact the Plan Administrator to apply for a distribution of your Account. Your Beneficiary will need to provide a certified copy of your death certificate to the Plan Administrator.

If distributions have not yet begun from your Account:

- If your Spouse is your only Beneficiary and asks to take distribution of your Account in installments, the distributions from your Account can be postponed until the end of the calendar year in which you would have reached age 70½, or if later, the last day of the year which starts after the year of your death.
- If someone other than your Spouse is your Beneficiary or one of your Beneficiaries, then distributions to all Beneficiaries must begin no later than the last day of the year which starts after the year of your death. Distributions cannot be postponed until the end of the year in which you would have reached age 70½.

If distributions have begun from your Account before your death:

- Your Beneficiaries must receive distribution of the remainder of your Account no later than over their life expectancies.

9. TAKING MONEY OUT OF THE PLAN

Whether distributions have begun or not, your Beneficiaries can also ask for an immediate lump-sum distribution of your entire Account. It will be paid to them as soon as the paperwork is processed.

Can my Beneficiary roll over my Account to an IRA or to another employer's plan?

All beneficiaries, not just Spouses, may roll your Account directly to an IRA. Spouses can also roll your Account directly to another employer's plan, a 403(b) annuity or a government 457(b) plan. Your Account cannot, however, be paid to the Beneficiary first and then indirectly rolled over by them to an IRA or plan. It must be rolled over directly from this Plan to the IRA or other plan. Income taxes will not be withheld from the rollover.

REQUIRED DISTRIBUTIONS

Do I ever have to take distributions from my Account?

Yes. On April 1 of the calendar year which follows the year in which you turn 70½, you must begin taking distributions from your Account, unless you are still employed by a Cook Company. You can postpone distributions until you terminate employment with all Cook Companies.

Can I roll over the required minimum distributions which I must take at age 70½?

No. You must take these distributions outright in lump sums or in installments.

10. TAX RULES AFFECTING PLAN PAYMENTS

What are the rules about taxes when I take a distribution of my Pre-Tax Contributions?

Distributions from the Plan of your Pre-Tax Contributions (your Pre-Tax Deferrals, Pre-Tax Catch-Up Contributions, Matching Contributions, Profit Sharing Contributions and Pre-Tax Rollover Contributions and the earnings on them) are generally taxed as ordinary income and may also be subject to a 10% early withdrawal penalty if you take the distribution before age 59½. Federal income taxes will be withheld from the distribution unless you roll the distribution directly to an IRA or to another employer's qualified plan, to a 403(b) annuity contract or to a government 457(b) plan.

What are the rules when I take a distribution of my Roth Contributions or Converted Contributions?

Distributions of Roth Contributions (your Roth Deferrals, Roth Catch-Up Contributions and Roth Rollover Contributions) and Converted Contributions are generally not taxed. However, if you take a distribution of Roth Contributions and do not do a direct rollover, the earnings on the Roth Contributions will generally be taxed as ordinary income unless the distribution is a "Qualified Distribution."

A distribution is a "Qualified Distribution" if it is made after you are age 59½ or after you have died or become Disabled and at least five years have passed since January 1 of the year you made: a) a Conversion; b) a Roth Rollover into this Plan (or a Roth contribution to the transferring plan); c) Roth Deferrals to this Plan; d) or Roth Catch-Up Contributions to this Plan, whichever comes first.

In addition, the entire amount may also be subject to a 10% early withdrawal penalty if you take the distribution before age 59½. There are some exceptions to the 10% early withdrawal penalty based on the participant's age and employment status at the time of the withdrawal. For instance, if a participant terminates employment in the year they turn age 55 or older, distributions are not subject to the 10% penalty. Participants who are younger than 59½ are advised to consult with a tax adviser about these exceptions prior to making a request for a distribution.

10. TAX RULES AFFECTING PLAN PAYMENTS

What are the tax rules applicable to a direct rollover?

If you choose a direct rollover out of this Plan, your distribution will not be subject to income tax when the distribution is made, and no income tax will be withheld from the distribution. The payment will be sent to you, but the check will be made payable to the custodian or trustee of the IRA or the other employer's plan that you choose. Only later, when you take the money out of the IRA or the other plan, will it be subject to income tax.

What are the tax rules applicable to a distribution or an indirect rollover?

If you choose to have your distribution check made payable directly to you, you will receive only 80% of any distribution from any Pre-Tax Contributions. The Plan is required to withhold 20% of your distribution and send that amount directly to the IRS to be credited against your federal income taxes.

Your entire distribution will then be taxed to you unless, within 60 days after receiving the distribution check, you deposit the distribution into an IRA or another employer's plan.

If you want to indirectly roll over 100% of a distribution, instead of just 80%, you must find other money to replace the 20% that was withheld for taxes. If you do not find other money to replace this 20%, then you will be taxed on the 20% that was withheld to pay the taxes and not rolled over.

Do I have access to my previous employer's 401(k) funds or my IRA funds that I have rolled over into the Cook Group Profit Sharing Plan?

Yes. You can withdraw this money from the Plan at any time. Contact Fidelity Retirement Benefits at 800-835-5091 or go online at www.401k.com.

If I do not roll over my distribution, what happens?

If you do not roll over your distribution, you will be taxed on the distribution in the year you receive it. Tax rules are discussed in more detail in a Special Tax Notice which you will receive with your distribution kit.

11. EVENTS THAT MAY AFFECT YOUR ACCOUNT

What happens if I am called to qualified military service?

If you receive any Compensation from a Cook Company while you are serving in qualified military service, you may continue to make Deferral and Catch-Up Contributions from that Compensation, and you will receive Matching Contributions and Profit Sharing Contributions on the Compensation.

If you do not receive any Compensation from a Cook Company while you are in military service, then when you return to work for a Cook Company, you can make up the Deferral and Catch-Up Contributions you missed, and your Cook Company will pay Matching Contributions on them. You will have three times the period of your military service, up to a maximum of five years, to make up the Deferral and Catch-Up Contributions out of your current Compensation. Your Cook Company will deposit the Matching Contributions when you make the Deferral and Catch-Up Contributions.

In addition, within 90 days of your return, your Employer will deposit a Make-Up Profit Sharing Contribution into your Account in the amount you would have received had you not gone into military service. Make-Up Profit Sharing Contributions are reduced to reflect any Profit Sharing Contributions you already received during your military leave.

If you are on military leave for at least 30 days, you may take a distribution of your Account. If you do so, however, your Deferral and Catch-Up Contributions will be suspended for six months.

If you become Disabled or die while you are in military service, you will receive a Make-Up Profit Sharing Contribution for the year of your Disability or death, and you will become 100% vested in your Profit Sharing Contributions. If you have an outstanding Loan when you go into military service, the Loan repayments will be suspended until you return. Then you must start paying off the Loan again, paying at least the same amount as before your leave. The length of your leave will be added to the term of your Loan.

11. EVENTS THAT MAY AFFECT YOUR ACCOUNT

What happens if I am assigned to work in a foreign country?

In order to participate in the Plan you must be receiving wages that are taxed in the United States.

If you receive any extra payments because of your assignment abroad ("Ex-Pat Allowance"), you cannot make Deferral Contributions or Catch-Up Contributions from the Ex-Pat Allowance.

The Ex-Pat Allowance will, however, be included in your Compensation when Profit Sharing Contributions and Matching Contributions are calculated, unless you are a highly compensated employee.

What happens to my Account if the Plan terminates?

Cook Group Incorporated expects that this Plan will continue indefinitely. It has been in effect now for more than 45 years. However, unforeseen circumstances may occur that would require Cook Group Incorporated to terminate the Plan as to some or all of the Cook Companies. If all or a significant part of the Plan is terminated, then the Profit Sharing Contributions of all or some participants will become fully vested, regardless how long the participants were employed by a Cook Company.

Generally, Cook Group Incorporated and your Employer pay most of the expenses of administering this Plan. However, if the Plan is terminated, it may be necessary to take the expenses of the termination out of the Accounts in the Plan, to the extent permitted by law.

What happens to my Account if my Employer withdraws from the Plan?

Any Cook Company can withdraw from participating in this Plan at any time, upon notice to Cook Group Incorporated. If your Employer withdraws, your Account will be held in this Plan, or transferred to another plan established by your Employer. If at the time of withdrawal your Employer is sold to a non-Cook Company, you will become fully vested in your Profit Sharing Contributions at the time of the sale.

What happens to my Account if this Plan is top heavy?

A Plan is top heavy for a year if the Account Balances of Key Employees are at least 60% of the total Account Balances in the Plan.

11. EVENTS THAT MAY AFFECT YOUR ACCOUNT

This Plan has never been top heavy. If this Plan is ever determined to be top heavy, an additional contribution may be made to the Accounts of participants who are not Key Employees.

How are same-gender couples treated under the Plan?

For Plan purposes, the definition of Spouse includes a spouse in a same-gender marriage validly entered into in a state or foreign country that authorized the marriage, even if the couple lives in a state that does not recognize their marriage. This means that:

- A same-gender Spouse must consent to the designation of a Beneficiary other than that Spouse, or the Beneficiary designation is not valid.
- Hardship Withdrawals may be taken for the medical, tuition or funeral expenses of a same-gender Spouse.
- A same-gender Spouse may seek a Qualified Domestic Relations Order for a portion of a participant's Account in the event of a divorce.
- A same-gender Spouse who receives a Plan distribution is permitted to roll the distribution over to their own IRA or to another qualified plan.
- A same-gender Spouse who is a Beneficiary is permitted to defer distribution of the participant's Account until the participant would have reached age 70½.
- Many other technical rules apply to same-gender Spouses, such as benefit limits, disclosure requirements, nondiscrimination testing and the right to bring benefit claims.

Domestic partners or members of a civil union are not treated like Spouses under the Plan.

Can anyone garnish my Account or take my Account to collect a debt I owe, or can I give my Account to anyone before it is paid to me?

Generally not, with the following exceptions:

- If you are convicted by a court of a crime involving the Plan, your Account can be used to pay money which you are ordered to pay to the Plan.
- If a judgment is entered against you in an action involving the Plan, your Account can be used to pay money which you are ordered to pay to the Plan.

11. EVENTS THAT MAY AFFECT YOUR ACCOUNT

- If you enter into a settlement agreement with the government which requires you to pay money to the Plan, your Account can be used to pay the money to the Plan.
- Your Account can be used to pay a federal tax levy or assessment.
- In a child support, alimony or divorce proceeding, a state court can enter a Qualified Domestic Relations Order (QDRO) which gives all or part of your Account to your Spouse, former Spouse, child or other dependent. See below.

QUALIFIED DOMESTIC RELATIONS ORDERS

What is a Qualified Domestic Relations Order?

A state court can enter an order in a domestic relations proceeding giving some or all of your Account to your Spouse, former Spouse, child or other dependent to satisfy a child support or alimony obligation or to divide up property in a divorce proceeding. You can obtain a copy of the Plan's procedures governing Qualified Domestic Relations Orders (QDROs), without charge, from the Plan Administrator.

If a Domestic Relations Order is entered by a court, must the Plan follow the Order?

No. If a Domestic Relations Order is entered by a court, the Order is not binding on the Plan until the Plan Administrator reviews the Order and determines that the Order meets all legal requirements (in other words, is a "Qualified Order"). If you are involved in a domestic relations proceeding in which part of your Account is awarded to someone else, call the Plan Administrator to request a QDRO kit. You must submit the draft Order to the Plan Administrator for its approval prior to final approval by a court. When the Plan Administrator receives written notice that a Qualified Order is going to be requested, it will tell Fidelity to restrict Loans and withdrawals from your Account until a determination is made whether the Order is a Qualified Order. If the Plan Administrator determines that the Domestic Relations Order meets all legal requirements, it will advise you and the Beneficiary of the Order (the "Alternate Payee") that the Order is "Qualified."

If the Order is not Qualified, the Plan Administrator will advise you and the Alternate Payee of any changes which must be made to the Order so that it will be Qualified.

11. EVENTS THAT MAY AFFECT YOUR ACCOUNT

Once the Plan Administrator determines that the Order is Qualified, then it will tell you and the Alternate Payee of its decision and tell Fidelity to transfer the proper portion of your Account into a separate Account in the name of the Alternate Payee.

When can the Alternate Payee take out the money that is deposited into their separate Account?

A Qualified Order should specify when the Alternate Payee's separate Account is to be distributed. Unless the Qualified Order says otherwise, the Alternate Payee will be entitled to a distribution of their separate Account at any time after the Order has been determined to be Qualified and funds have been transferred to the Alternate Payee's separate Account.

Can the Alternate Payee roll over their Account to an IRA or to another plan?

Yes. The Alternate Payee can roll over their Account to an IRA, another qualified plan, a 403(b) annuity contract or a government 457(b) plan.

12. CLAIMS REVIEW PROCEDURES

Who reviews my request for a distribution?

The Plan Administrator, or its designee, has sole discretion to determine your right to a distribution.

What happens if my request for a distribution of my Account is denied?

If your request for a distribution from the Plan ("claim") is denied either completely or partially, the Plan Administrator will send a written notice of the denial decision to you within 90 days of the date on which you file your claim. If special circumstances require an extension, and you are told of those special circumstances within the 90-day review period, then written notice of the decision will be given to you within 180 days of the date on which your claim was filed.

What will be in the denial letter?

The letter will contain a statement of the specific reasons for denying your claim, specific references to the Plan provisions on which the denial is based and a description of any additional material or information necessary to complete your claim, as well as an explanation of why the additional information is required. This letter will also include a statement advising you that you can have the decision reviewed a second time if you tell the Plan Administrator that you want an appeal within 60 days of when you receive the decision. You have a right to bring a civil action under Section 502(a) of ERISA if your claim is denied after all appeals and you file the action no later than three years after you filed your initial claim.

If the Plan Administrator denies my claim and I want the decision on my claim to be reviewed a second time, what do I need to do?

You must file a written request for review (appeal) within 60 days of when you receive the first decision. Your written request for review must include the following information:

- The date on which you are filing the request with the Plan Administrator
- The specific parts of the original denial that you are appealing
- The reason you believe that the Plan Administrator should change its decision on your claim

12. CLAIMS REVIEW PROCEDURES

- Any written material which you want the Plan Administrator to look at during its review

At your request, you will be provided, free of charge, reasonable access to, and copies of, all documents and information relevant to your claim.

What happens after I ask for my claim to be reviewed a second time?

Within 60 days after you file your appeal with the Plan Administrator, or 120 days if special circumstances exist and you are told about the special circumstances within the first 60 days, the Plan Administrator will review the denial decision and all material you provide, and give you a written statement of its decision on your appeal. The appeal decision will specify the reasons and Plan provisions underlying the decision, and advise you of your right to receive, upon request and free of charge, relevant documents and information, and your right to bring a civil action under Section 502(a) of ERISA if your claim is again denied and you bring the civil action no later than three years after you filed your initial claim.

13. STATEMENT OF YOUR ERISA RIGHTS

As a participant in the Cook Group Profit Sharing Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information about Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites, all documents governing the Plan, including a copy of the latest annual report (Form 5500) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the Plan and copies of the latest annual report (Form 5500) and an updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a retirement benefit and, if so, what your benefits would be if you stopped working under the Plan now. If you do not have a vested retirement benefit, the statement will tell you how many more years you have to work to get a right to a vested retirement benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

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 your Plan, called "fiduciaries" of the Plan, have a duty to operate the Plan prudently and in the interests of you and other Plan participants and Beneficiaries. No one, including your Employer or any other person, may fire you or

13. STATEMENT OF YOUR ERISA RIGHTS

otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a retirement benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision, without charge, and to appeal any denial, all within certain time schedules and under the Plan's claim procedures.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report 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 Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, and you have exhausted the claims procedures available to you under the Plan, you may file suit in a state or federal court no later than three years after you have filed the initial claim for benefits. 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 it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. 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 your 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 in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, 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, NW, Washington, DC, 20210. You may also obtain certain

13. STATEMENT OF YOUR ERISA RIGHTS

publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

14. DEFINITIONS

“Account” or **“Account Balance”** means an individual account maintained in your name under the Plan. Your Account or Account Balance contains all contributions made by you and on your behalf and earnings reduced by losses on those contributions.

“Administrator” or **“Plan Administrator”** means the Advisory Committee designated by Cook Group Incorporated, unless Cook Group Incorporated designates another person to act as Administrator.

“Alternate Payee” is your Spouse, ex-Spouse, child or other dependent who is awarded part of your Account in a Qualified Domestic Relations Order.

“Annual Increase Program” means a program where you choose to automatically increase each year the percentage of your Compensation that is contributed to the Plan as Deferral Contributions and/or Catch-Up Contributions.

“Beneficiary” means the person to whom your Account will be given if you die while there is vested money in your Account.

“Catch-Up Contributions” are additional contributions you may make to your Account each pay period if you are turning 50 years old or older during a calendar year. These can be Pre-Tax Catch-Up Contributions or Roth Catch-Up Contributions, or both, as you decide.

“Compensation” means, generally, all of your regular taxable wages from a Cook Company that are reported to the IRS on your W-2 form, including any: a) Perfect Attendance Awards; b) Productivity Incentive Pay; c) CRT; d) CRE; e) holiday bonuses; f) differential pay while you are performing qualified military service; g) Roth Deferrals; and h) Roth Catch-Up Contributions. It also means the following amounts that are not included in your taxable wages on your W-2 form: a) Pre-Tax Deferrals; b) Pre-Tax Catch-Up Contributions; c) contributions to the Cook Cafeteria Plan to pay the premiums for your Cook Company health insurance and to fund your Health Flexible and Child Care Flexible Spending Accounts; and d) transportation benefits. However, the following amounts are excluded from Compensation: i) Compensation in excess of IRS limits; ii) severance pay; iii) nonqualified deferred compensation; and iv) wages resulting from taxes paid by an Employer for an Employee on contributions to and distributions from a nonqualified deferred compensation plan. Amounts paid due to relocation of an Employee and amounts paid

14. DEFINITIONS

due to assignment of an Employee to a foreign country are excluded from Compensation for all Employees when calculating Deferral Contributions and Catch-Up Contributions. They are, however, included for all Employees, except highly compensated Employees, when calculating Matching Contributions and Profit Sharing Contributions.

“Converted Contributions” means Pre-Tax Contributions that you have converted to Roth Contributions in an In-Plan Roth Conversion.

“Converted Deferrals Source” means the part of your Account where In-Plan Roth Conversions of your Pre-Tax Deferrals and Pre-Tax Catch-Up Contributions are held.

“Converted Employer Source” means the part of your Account where In-Plan Roth Conversions of your Matching Contributions and vested Profit Sharing Contributions are held.

“Cook Company” means Cook Group Incorporated and any company which is a subsidiary of Cook Group Incorporated, or is related to Cook Group Incorporated in such a way that under the Internal Revenue Code controlled group rules or affiliated service group rules, the company is treated as if it and Cook Group Incorporated were one company.

“Deferral Contributions” are the contributions that are deducted from your Compensation and paid to your Account each pay period. These can be Pre-Tax Deferrals or Roth Deferrals, or both, as you decide, and cannot be more than the amount of contributions the IRS permits and the Plan permits (for example, 50% of your Compensation).

“Disabled” or **“Disability”** for purposes of this Plan means that Social Security has determined that you are totally and permanently disabled and are eligible for Social Security disability benefits.

“Domestic Relations Order” is an order entered in a court proceeding involving child support, alimony or property division which gives part of your Account to your Spouse, ex-Spouse, child or other dependent. See also Qualified Domestic Relations Order.

“Employee” means any person classified as an employee by an Employer (whether correctly or incorrectly), but does not include a person classified as a leased employee or an independent contractor (correctly or incorrectly).

“Employer” means the Cook Company for which you provide services which has adopted this Plan.

“Forfeitures” means that portion of your Profit Sharing Source which is not vested if you terminate your employment with all Cook Companies, and Matching Contributions which are paid on excess Deferrals or Catch-Up Contributions.

“Hardship Withdrawal” means an emergency withdrawal from your Account due to a serious financial hardship. Specific requirements must be followed to get a Hardship Withdrawal.

“In-Plan Roth Conversions” or **“Conversions”** are conversions of Pre-Tax Contributions to Roth Contributions within the Plan.

“IRA” means an individual retirement account established to save money for retirement. Income taxes are postponed on investment earnings in an IRA, and sometimes on rollovers to an IRA and sometimes on contributions to an IRA.

“Key Employee” means, for purposes of the top-heavy rules, a person with a certain position or salary with a Cook Company.

“Loan” means the vested part of your Account that you borrow from your Account, and then repay to your Account with interest.

“Make-Up Profit Sharing Contribution” is a Profit Sharing Contribution made after a qualified military leave. It is based on an estimate of the Compensation you would have received from your Employer had you not gone on leave.

“Matching Contributions” and **“Matching Source”** mean the contributions made to your Account by your Employer based upon the amount of Deferral Contributions and Catch-Up Contributions that you contribute to your Account, and the particular part of your Account where those Matching Contributions are held.

“Maternity or Paternity Leave” means a leave when you are absent from your job with a Cook Company because of your pregnancy, the birth of your child, the placement of a child with you for adoption, or to care for your child immediately following birth or adoption. Your absence will not be considered a Maternity or Paternity Leave unless it was authorized and you timely furnish to the Administrator information required to establish that your absence was for one of these purposes and to establish the number of days of the leave.

“Non-Roth Post-Tax Contributions” are a type of contribution allowed to the Plan many years ago. If you have this type of

14. DEFINITIONS

contribution in your Account, questions about investment and withdrawal of these contributions should be directed to Human Resources.

“Pre-Tax Contributions” are all contributions held in the Plan on a pre-tax basis, including Pre-Tax Deferrals, Pre-Tax Catch-Up Contributions, Matching Contributions, and Profit Sharing Contributions.

“Pre-Tax Deferrals” and **“Pre-Tax Deferral Source”** are types of Deferral Contributions that are deducted from your Compensation either automatically or due to your salary reduction election. They are paid directly to your Account each pay period. They cannot be greater than the amount of contributions the IRS permits or the Plan permits (for example, 50% of your Compensation). Your Pre-Tax Deferral Source is the particular part of your Account where the Pre-Tax Deferrals are held. Pre-Tax Deferrals are deducted from your paycheck before taxes are calculated. See also Catch-Up Contributions.

“Pre-Tax Catch-Up Contributions” and **“Pre-Tax Catch-Up Source”** are types of Catch-Up Contributions. They are additional pre-tax contributions you may make to your Account each pay period if you are turning 50 years old or older during a calendar year. Pre-Tax Catch-Up Contributions are deducted from your paycheck before taxes are calculated. The Pre-Tax Catch-Up Source is the particular part of your Account where the Pre-Tax Catch-Up Contributions are held.

“Profit Sharing Contribution” and **“Profit Sharing Source”** refer to a discretionary contribution that may be made to your Account by your Employer, and the particular part of your Account where the Profit Sharing Contributions are held, respectively. This contribution is usually a percentage of your Compensation, and is not based upon whether you make Deferral or Catch-Up Contributions.

“Qualified Distribution” means a distribution of Roth Contributions or Converted Contributions that is made after you are age 59½ or after you have died or become Disabled and at least five years have passed since January 1 of the year you made: a) a Conversion; b) a Roth Rollover into this Plan (or a Roth contribution to the transferring plan); c) Roth Deferrals to this Plan; or d) Roth Catch-Up Contributions to this Plan, whichever comes first.

“Qualified Domestic Relations Order” or **“QDRO”** means a Domestic Relations Order which the Plan Administrator has

determined meets all legal requirements to give part of your Account to an Alternate Payee. See also Domestic Relations Order and Alternate Payee.

“Pre-Tax Rollover Contributions” and **“Pre-Tax Rollover Source”** mean contributions that are transferred or “rolled” into this Plan, either directly from an IRA, or from a retirement plan established by your former employer. Your Pre-Tax Rollover Source is the particular part of your Account where your Pre-Tax Rollover Contributions are held.

“Roth Deferrals” and **“Roth Deferral Source”** are a type of Deferral Contribution that is deducted from your Compensation due to your salary reduction election. They are paid directly to your Account each pay period. They cannot be greater than the amount of contributions the IRS permits or the Plan permits (for example, 50% of your Compensation). Your Roth Deferral Source is the particular part of your Account where the Roth Deferrals are held. Roth Deferrals are deducted from your paycheck after taxes are calculated. See also Roth Catch-Up Contributions.

“Roth Catch-Up Contributions” and **Roth Catch-Up Source”** are a type of Catch-Up Contribution. They are additional after-tax contributions you may make to your Account each pay period if you are turning 50 years or older during a calendar year. Roth Catch-Up Contributions are deducted from your paycheck after taxes are calculated. The Roth Catch-Up Source is the particular part of your Account where the Roth Catch-Up Contributions are held.

“Roth IRA” means an individual retirement account established to save money for retirement. Income taxes are paid on amounts before they are contributed to a Roth IRA. If certain conditions are met, earnings on Roth IRA contributions grow and are distributed tax-free.

“Roth Rollover Contributions” and **“Roth Rollover Source”** mean Roth contributions that are transferred or “rolled” into this Plan directly from a retirement plan established by your former employer and the particular part of your Account where those Roth Rollover Contributions are held, respectively.

“Sources” are the sub-accounts within your Account where the different types of contributions, and the earnings on those contributions, are held. See Section 4.

“Spouse” is the opposite-gender or same-gender person to whom you are married as the result of a marriage validly entered into in a state or foreign country whose laws authorized the marriage, even if you now live in a state that does not recognize the validity of your

14. DEFINITIONS

marriage. Spouse does not include a same-gender or opposite-gender domestic partner or member of a civil union.

“Target Date Fund” means an investment fund available in the Plan which contains a mixture of stock mutual funds, bond mutual funds and money market mutual funds. The combination of investments is specifically designed for a target retirement date. The investment mix gradually becomes more conservative as you approach the target retirement date.

“Vesting Service” is the way your service with Cook Companies is measured to determine the vested amount of your Profit Sharing Contributions.

15. GENERAL INFORMATION

The name of the Plan is:	Cook Group Profit Sharing Plan
The Plan Administrator is:	Profit Sharing Plan Advisory Committee c/o Cook Group Incorporated P.O. Box 1608 Bloomington, IN 47402-1608 812-331-1025
The Employer ID Number of Cook Group Incorporated is:	35-1084188
The Plan Number is:	001
The Plan Year is:	The calendar year
The Plan Trustee is:	Fidelity Management Trust Company
The Plan is administered by:	Profit Sharing Plan Advisory Committee
The Address and Phone Number of the Plan Administrator are:	Profit Sharing Plan Advisory Committee c/o Cook Group Incorporated P.O. Box 1608 Bloomington, IN 47402-1608 812-331-1025
The Address and Phone Number of Fidelity are:	Fidelity Investments Institutional Services Company, Inc. 82 Devonshire Street Boston, MA 02109 800-835-5091
Service of Process may be served on the Sponsor or the Plan Administrator at:	Profit Sharing Plan Advisory Committee c/o Cook Group Incorporated 750 Daniels Way Bloomington, IN 47404-9120

This Plan is a profit sharing plan which provides retirement benefits. Benefits are not guaranteed by the PBGC or any other entity.

Cook Group Incorporated is the Sponsor of this Plan. Participants and Beneficiaries can obtain from the Cook Group Benefits Coordinator a list of Cook Companies participating in this Plan. Contact the Cook Group Benefits Coordinator at 800-468-1379.

