

# **SUMMARY PLAN DESCRIPTION**

## **GIBSON GREETINGS, INC. RETIREMENT INCOME PLAN**

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**EIN: 34-0065325  
PN: 015  
Date: January 1, 2021**

**SUMMARY PLAN DESCRIPTION**  
**FOR THE**  
**GIBSON GREETINGS, INC. RETIREMENT INCOME PLAN**

This Summary Plan Description explains the most important features of the GIBSON GREETINGS, INC. RETIREMENT INCOME PLAN, as in effect on January 1, 2021 and serves as a "summary plan description" ("SPD") in accordance with the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). READ this booklet, SHARE its contents with other members of your family, and KEEP it for future reference. BUT NOTE: THIS IS A SUMMARY ONLY. In all cases, it is the actual Plan documents that control participants' rights and benefits. If you would like to see the Plan documents, copies are available upon request from the Gibson Greetings Service Center at the address or telephone number set forth in the section at the end of this booklet titled General Information or visit [AGBenefits.com](http://AGBenefits.com). The Plan is detailed and not every rule that may apply to you can be summarized here.

This summary is updated periodically, but it may not always reflect all of the recent amendments or changes in law applicable to the Plan. IF THERE IS A CONFLICT BETWEEN THE TERMS OF THIS BOOKLET AND THE OFFICIAL PLAN DOCUMENT, OR IF ANY POINT IS NOT ADDRESSED IN THIS BOOKLET, THE PROVISIONS OF THE PLAN DOCUMENT WILL GOVERN. Before you finalize your retirement plans, please contact the Gibson Greetings Service Center to be sure that you are aware of any changes.

American Greetings expects to continue the Plan. However, American Greetings reserves the right to amend or terminate the Plan in its discretion at any time, acting through its Board of Directors or its authorized delegate. The responsibility of administering the Plan and carrying out Plan provisions resides with the Benefits Advisory Committee (referred to as the "Benefits Advisory Committee" or "Plan Administrator" throughout this SPD).

If you believe you are entitled to a benefit that you have not received or if you disagree with any determination made by the Benefits Advisory Committee regarding your benefit (such as the amount of your benefit or how it is calculated), you may submit a claim for benefits under the Plan. However, the time period for submitting a claim for benefits is limited. If you fail to make a timely claim for benefits or you fail to timely appeal a claim to the Benefits Advisory Committee, you may lose your right to those benefits. For important

information regarding the process for submitting a claim for benefits and the deadlines of submitting such a claim, see the "Claims Procedure" section of this SPD.

If there is any conflict between the provisions of the SPD and the official Plan document, the Plan document provisions will govern. No person can make any statements of any kind that alter the terms of the Plan. Accordingly, you should not consider the Plan to have been amended based on written or oral statements made by any employee, officers, director, or representative of American Greetings or affiliated companies, including the Plan's recordkeeper and Human Resources representatives and supervisors. The SPD and the Plan do not constitute a promise or guarantee of employment with American Greetings and its affiliated companies.

**Note to former employees.**

- If you terminated employment or your benefits started before the revision date on the cover, this summary may not describe all of the Plan provisions that apply to you. Your benefit is determined under the Plan's benefit formula as in effect when your employment terminated.
- If you have not started your pension, you may refer to this summary for information about how and when to apply for benefits and in what forms benefits may be paid.
- General information about the Plan, its administration, and your rights, applies to all participants. If you have questions about any part of this summary and whether it applies to you, please contact the Gibson Greetings Service Center at (833) 327-1082 or visit [AGBenefits.com](http://AGBenefits.com).
- It is very important that you keep your address and contact information up to date while you have a benefit under the Plan. Failure to timely update your address may result in Plan correspondence, payments, and tax forms mailed to an incorrect address, as well as delays in the payment of your benefit. You can update your address by contacting the Gibson Greetings Service Center.

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**Associates needing additional assistance may contact:**

Gibson Greetings Service Center  
Defined Benefit Service Center – AG  
P.O. Box 68099  
Schaumburg, IL 60168-0099  
Phone: (833) 327-1082  
AGBenefits.com

## **I. ELIGIBILITY TO PARTICIPATE**

The GIBSON GREETINGS, INC. RETIREMENT INCOME PLAN (the “Plan”) covers certain employees of GIBSON GREETINGS, INC. who became Eligible Employees prior to December 31, 2000. AMERICAN GREETINGS CORPORATION currently sponsors the Plan, as corporate successor to GIBSON GREETINGS, INC. The Plan will have no new Eligible Employees after December 31, 2000.

Prior to December 31, 2000, an “Eligible Employee” was any non-union employee of the GIBSON GREETINGS, INC. OR CLEO, INC., prior to the closing date on which GIBSON GREETINGS, INC. sold CLEO, INC., (the “Employer”) (or employees of certain unions (e.g., the Berea Union) whose collectively bargained agreement provided for participation in the Plan) other than a merchandiser (except that any merchandiser who was a Participant in the Plan prior to 1976, or who was employed as a senior merchandiser after June 30, 1999, or who was employed as a merchandising representative, lead merchandiser, or merchandising coordinator between January 1, 1989 through June 30, 1999 may be an Eligible Employee), and any non-union employee of the Employer who was transferred to The Paper Factory of Wisconsin, Inc., who (1) has reached age 30, or if earlier, (2) has reached age 21 and has been given credit for at least one full year of Continuous Service, and has had his or her first Hour of Service with at least 12 months prior to the Entry Date. Prior to December 31, 2000, the first day of each month was an Entry Date. The Plan has not had and will not have any Entry Dates after December 31, 2000.

## **II. COMPUTATION OF SERVICE**

**A. Continuous Service.** “Continuous Service” is the period of service used under the Plan to determine eligibility (including, among other things, eligibility to participate in the Plan and for an early retirement benefit) and vesting rights. Each employee’s Continuous Service is equal to the exact number of years and days during which the employee is employed by AMERICAN GREETINGS CORPORATION or its affiliates (including a corporate predecessor such as GIBSON GREETINGS, INC.), beginning with the day on which the employee first performed an Hour of Service and ending no earlier than the date the employee separates from service (that is, the date the employee quits, retires, is discharged or dies or the

first anniversary of the first day of the employee's absence for any other reason). Certain periods of qualifying leave, such as Child Care Leave and qualifying military leave, are included in the employee's period of Continuous Service. The Continuous Service counting rules are complex and may differ from those summarized above for an employee depending on when the employee was employed by AMERICAN GREETINGS CORPORATION or its affiliates (or a corporate predecessor such as GIBSON GREETINGS, INC.). In addition, different rules for determining Continuous Service were in effect for various periods before the effective date of this summary. At an employee's request, the Gibson Greetings Service Center will provide details on his or her Continuous Service.

**B. Hours of Service.** Generally, an employee is credited with an Hour of Service for each hour the employee is paid or entitled to payment for the performance of duties for AMERICAN GREETINGS CORPORATION or a corporate predecessor such as GIBSON GREETINGS, INC. For these purposes, Hours of Service are counted for employees not only for working time but also for paid time off, including paid vacation time, paid holidays, paid jury or military duty, paid sick leave, and paid leave of absence. Hours will not be counted for an employee in excess of 501 hours for any time during which the employee was not actively performing work duties.

An employee who is on a Child Care Leave (absence due to pregnancy, birth or adoption of a child, or caring for a child immediately after birth or adoption) will have Hours of Service counted according to his or her normal work schedule, up to a maximum of 501 Hours of Service. After 501 hours, no more hours will be counted for that Child Care Leave.

In all circumstances, Hours of Service are counted as required by Federal regulations. No Hours of Service are counted for purposes of determining Credited Service after December 31, 2000.

**C. Break in Service.** A non-vested employee suffers a Break in Service if he or she has five or more consecutive anniversary years in each of which the employee has worked fewer than 501 Hours of Service. If an employee has a Break in Service, all prior Continuous and Credited Service is canceled. If the employee is vested before the interruption in service, no Break in Service will occur to cancel prior service.

**D. Credited Service.** "Credited Service" is the factor used directly in the calculation of pension benefits. The Credited Service of an Eligible Employee includes any year in which

the employee performs Continuous Service as an active employee of the Employer; however, Credited Service does not include any period of service of any kind prior to the participant's "Inception Date" or any period of service of any kind after December 31, 2000. A participant's Inception Date is the first day of the first month after his or her 30<sup>th</sup> birthday (or on his or her 30<sup>th</sup> birthday if he or she was born on the first of a month), or if earlier, the latest of the following dates: (i) January 1, 1976, (ii) the first day of the month coincident with or next following the first anniversary of the start of his or her service with the Employer, or (iii) the first day of the month coincident with or next following the earliest date on which he or she is at least 21 years old and has been given credit for at least one full year of Continuous Service with the Employer. If an Eligible Employee is employed at the rate of at least 1,000 Hours of Service per year, then for the year in which the participant becomes a Participant, retires, terminates service with the Employer with vested benefits under this Plan, or dies, he or she shall receive a fractional year of Credited Service. Certain employees who participated in the Gibson Greeting Card, Inc. Profit Sharing Retirement Plan (which terminated in 1969) can commence earning Credited Service on January 1, 1970. Credited Service does not include any service preceding a Break in Service. If the Plan terminates, certain other special rules may apply.

### **III. VESTING -- 5 YEARS**

All participants in the Plan who were actively employed with GIBSON GREETINGS, INC. or its affiliates on December 31, 2000, are 100% vested in their Plan benefit. For employees who were not actively employed with GIBSON GREETINGS, INC., or an affiliate on December 31, 2000, vesting under this Plan happens after a participant completes five full years of Continuous Service, not counting any service before a Break in Service. If a participant's employment with AMERICAN GREETINGS CORPORATION or its affiliates (or a corporate predecessor such as GIBSON GREETINGS, INC.) terminates for any reason before Normal Retirement Date and before vesting, all of the participant's benefits and service will be forfeited as soon as a Break in Service occurs. Participants who were employed with CLEO, INC. on the date of its sale by GIBSON GREETINGS, INC. in 1995 are 100% vested in their benefit.

**Unless you were an active employee with GIBSON GREETINGS, INC. or its affiliates on December 31, 2000, you need five years of Continuous Service in order to protect your benefits under this Plan.** In such case, if you do not have five years of



Continuous Service and your employment ceases before age 65 (for whatever reason, including death), neither you nor your beneficiaries are entitled to any benefits under this Plan.

#### **IV. NORMAL RETIREMENT BENEFIT**

The “Normal Retirement Date” under this Plan is age 65, or, if later, the 5th anniversary of the participant’s commencement of current participation in the Plan.

If an employee retires on his or her Normal Retirement Date while this Plan is in effect, he or she will be entitled to receive a monthly pension, which is equal to the greater of the two formulas described in (1) and (2) below.

(1) The product of the number of years of Credited Service times nine-tenths of 1% (0.009) of his or her Final Average Monthly Earnings plus the product of: the number of years of his or her Credited Service (limited for this purpose to a maximum of 35) times six-tenths of 1% (0.006) of the excess, if any, of his or her Final Average Monthly Earnings over the Social Security Covered Compensation Base (described below) calculated at the time of his or her separation from service with the Employer. “Social Security Covered Compensation Base” is a federally determined 35-year average of Social Security wage bases updated each year. If you would like to know the Social Security Covered Compensation Base applicable to you, the Gibson Greetings Service Center will furnish that information to you, or

(2) Minimum Benefit.

(a) For (i) any participant who has any Hours of Service with the Employer after December 31, 1998, who was not a highly compensated employee for the 1999 Plan Year, whose employment with the Employer terminated during the 1999 Plan Year and who was fully vested in his or her accrued benefits at that time, or (ii) for any participant who was not a highly compensated employee for the 1999 Plan Year, and whose employment with the Employer terminated during the 2000 Plan Year, and who began receiving benefits under this Plan on or before July 1, 2000, his or her benefit shall be equal to the product of \$30 times the number of his or her Years of Credited Service.

(b) For any participant not described in (a) above, who was not a highly compensated employee for the 1999 Plan Year, and whose employment with the Employer terminated during 1999, his or her benefit shall be equal to his or her December 31, 1998 accrued benefit, determined under (1) above, increased by an amount that equals the

product of \$1.39 times the number of months during the 1999 Plan Year in which he or she was both a participant and an Eligible Employee.

(c) For any participant not described in (a) or (b) above, who was not a highly compensated employee for the 1999 Plan Year and who completed at least 1,000 Hours of Service during the 1999 Plan Year, and was an employee on December 31, 1999, his or her benefit shall be equal to his or her December 31, 1998 accrued benefit, determined under (1) above, increased by \$16.67.

For purposes of the benefit formula, "Final Average Monthly Earnings" are the average monthly base earnings received for service as an employee of GIBSON GREETINGS, INC., during the 60 consecutive calendar months that those earnings are highest. Base earnings do not include any compensation (except accrued vacation pay) which is received after the end of the month in which termination occurs. Federal law limits the maximum earnings that can be considered for any employee to \$245,000 per year in 2011 (and adjusted for cost-of-living changes in future years).

An unmarried participant who retires on his or her Normal Retirement Date will receive a monthly pension benefit beginning as of the first of the month following that date. A participant who is married at the time of retirement shall receive his or her pension in the form of an actuarially reduced Qualified Joint and 50% Survivor Annuity unless waived in writing by the participant and his or her spouse. See Section X, "Forms of Payment" for information regarding payment options available under this Plan.

At some high compensation levels, there may be certain maximum benefit limitations imposed by Federal law.

## **V. LATE RETIREMENT BENEFIT**

A participant who works beyond his or her Normal Retirement Date will be entitled to receive at retirement a monthly pension actuarially increased from that calculated in Section IV, above, provided this Plan was in effect on his or her Normal Retirement Date. Benefit payments will begin at retirement or, if later, April 1 of the calendar year following the calendar year in which the participant attains age 72 (or, if you reached age 70½ on or before December 31, 2019, age 70½).

## **VI. EARLY RETIREMENT BENEFIT**

While this Plan is in effect, a participant who has attained at least age 55 and ten years of “Early Retirement Service” (which means the combination of your Credited Service plus Continuous Service earned after December 31, 2000), and who terminates employment after attaining an age and completing enough full years of Early Retirement Service so that those two numbers added together total 70 or more will be eligible for an early retirement benefit. The participant’s monthly benefit at age 65 will be calculated using the benefit formula described in Section IV, based upon the applicable employment and benefit factors as they exist for purposes of the Plan at the time of early retirement. If the participant elects to have his or her pension commence before age 65, it will be reduced in the following manner for each year (prorated for any fraction of a whole year) by which the starting date precedes the first of the month following the participant’s 65th birthday:

<u>Participant’s Age at Commencement</u>	<u>Reduction Percentage</u>
Age 55	64.80%
Age 56	58.32%
Age 57	51.84%
Age 58	45.36%
Age 59	38.88%
Age 60	32.40%
Age 61	25.92%
Age 62	19.44%
Age 63	12.96%
Age 64	6.48%
Age 65	0%

No reduction will apply to any participant who has completed at least 40 years of Early Retirement Service and is not a highly compensated employee.

## **VII. DISABILITY RETIREMENT**

No disability retirement will be available to any participant who first becomes disabled on or after December 31, 2000. A participant who, while an Eligible Employee, suffers a total and permanent disability that entitles the Eligible Employee to receive disability benefits under the Social Security Act prior to December 31, 2000 and has been given credit for at least ten full

years of Continuous Service will have the right to receive a disability pension determined in the manner provided for normal retirement.

The Benefits Advisory Committee has the right to independently evaluate a disability determination if there are circumstances (for example, fraud or malfeasance) that merit further review, and may from time to time demand evidence of disability, including an examination by a physician appointed by the Benefits Advisory Committee. If a participant fails or refuses to submit such evidence (or to submit to such an examination) the Benefits Advisory Committee may rule the participant does not have, or no longer has, a total and permanent disability.

## **VIII. OTHER TERMINATION BENEFITS**

Except as otherwise described in Section III, to be vested, a participant must complete at least five years of Continuous Service. The future retirement benefit of a participant who terminates employment after he or she is vested and before becoming eligible for retirement is calculated using the benefit formula set forth in Section IV based upon the applicable employment and benefit factors as they exist for purposes of the Plan at the time of termination of employment. Subject to the rules regarding Plan termination, the full monthly amount of this benefit can be paid beginning at 65.

## **IX. IN-SERVICE RETIREMENT**

Effective January 1, 2020, if a participant has reached age 65 and is still actively employed, the participant can make an election to start receiving his or her normal retirement benefit or late retirement benefit using the benefit formula calculated in Section IV or V, as applicable.

## **X. FORMS OF PAYMENT**

**A. Basic and Standard Forms.** The basic form of pension payment under this Plan for an unmarried participant is the Life Only Form. The “Life Only Form” is payable monthly for the lifetime of the pensioner, ending with the month in which the pensioner dies.

The standard form of payment to a participant who is married (for at least one year) on the date the pension commences is an actuarially reduced “Qualified Joint and 50% Survivor Annuity”. That form of pension is paid to the pensioner for life. After the pensioner’s death, his or her spouse continues to receive, for the remainder of the spouse’s life, 50% of the monthly

pension benefit the pensioner had been receiving. (A person who becomes married to the pensioner after the pension begins is not entitled to any survivorship benefits under the Plan.)

**B. Alternative Forms.** Subject to Federal requirements relating to the consent of a spouse (see C., below), alternate forms of payment are available for participants who do not want the basic form or standard annuities described above. The alternatives, which must be elected in writing prior to retirement and which are all adjusted in size to have the same actuarial value, are:

1. 5-Year Certain Form. The 5-Year Certain Form pays a monthly pension for the lifetime of the pensioner with a guaranteed minimum of 60 monthly payments. The final payment is made in the month in which the pensioner dies; but if fewer than 60 monthly payments have been made, the remainder of the guaranteed payments will be made to the participant's designated beneficiary. If the pensioner does not designate a new beneficiary and both the pensioner and designated beneficiary die prior to the end of the 60-month period, the payments shall be made to the estate of the last to survive of the pensioner or the designated beneficiary.
2. Joint and Survivor Annuities. There are three Joint and Survivor Annuities available under the Plan for married participants. The first is the Qualified Joint and 50% Survivor Annuity which is described in A., above, and is the standard form of benefit for a married pensioner. The second and third forms of Joint and Survivor Annuities are the Joint and 75% Survivor Annuity and the Joint and 100% Survivor Annuity. The Joint and 75% Survivor Annuity and the Joint and 100% Survivor Annuity options are actuarially reduced as compared to the Qualified Joint and 50% Survivor Annuity. That is, the monthly payments to a pensioner under one of those two optional forms will be reduced more than for the Qualified Joint and 50% Survivor Annuity in order to provide larger monthly payments (either 75% or 100% of the amount of the pensioner's monthly pension benefit) to the surviving spouse after the pensioner's death. (None of the Joint and Survivor Annuities are available to an unmarried participant. A person who becomes married to the pensioner after the pension begins is not entitled to any survivorship benefits under the Plan.)
3. Lump Sum Settlement. A participant whose benefit lump-sum value does not exceed \$7,500, and whose service with AMERICAN GREETINGS CORPORATION and its affiliates has ended and who is entitled to benefits under the Plan may elect prior to the benefit commencement date to receive in lump sum the actuarially equivalent present value of those benefits, provided, however, that it will not be available until the participant reaches at least age 55. If the benefit lump sum value is between \$1,000 and \$7,500, the participant will have the additional option to elect an immediate annuity regardless of age, payable for life, reduced as provided in Part VI, for commencement earlier than age 65, and further reduced actuarially for commencement earlier than age 55.

4. Life Only Option. In lieu of the Qualified Joint and 50% Survivor Annuity, a married participant may elect the Life Only Option. If the participant elects the Life Only Option, no benefits will be payable to anyone (including the participant's spouse) following the participant's death.

Because all forms of payment are adjusted actuarially to be equal to the basic form, the actual monthly amount for each payment option will be different. In some instances the availability of longer term-certain options may be restricted to comply with distribution limitations imposed by Federal tax laws.

**C. Account Balance from a Prior Plan.** Special rules may apply if you have an account balance from a prior plan. You should consult the Gibson Greetings Service Center if you have any questions.

**D. Spousal Consent Requirements.** If a participant or former participant is married when benefits are to begin and he or she wishes to have those benefits paid in any form other than a Qualified Joint and 50% Survivor Annuity or a Joint and 75% Survivor Annuity or a Joint and 100% Survivor Annuity, the participant's spouse must consent in writing to the alternative form. **Such consent must be made specifically within the 90-day period prior to the pension commencement date, and must be notarized or be witnessed by a Plan representative.** Election forms and Spousal Consent forms will be provided by the Gibson Greetings Service Center.

## **XI. DEATH BENEFITS**

Subject to the rules regarding Plan termination, explained in Section XV, the following are the only death benefits payable under this Plan. For these purposes the word "Married" does not include a person who has been married for less than one (1) year.

**A. Married Survivor 50% Pension.** If a Married vested participant or Married vested former participant should die before benefits have commenced under this Plan, that participant's pension will be calculated using the benefit formula in Section IV, based upon the applicable employment and benefit factors as they exist for purposes of the Plan at death, with the actuarial adjustments for a Qualified Joint and 50% Survivor Annuity and with the applicable early payment reduction described in Part VI, or Part VIII, for commencement of payments between what would have been that participant's 55th and 65th birthdays. The participant's surviving spouse can then receive the 50% survivor annuity portion of that pension, starting at

the earliest date on which the participant or former participant could have elected his or her own benefits to start if death had not occurred.

**B. Account Balance from a Prior Plan.** If you had an account balance from a prior plan (a Prior Plan Balance), this entire Prior Plan Balance will be paid to your surviving spouse at your death provided you did not receive a refund of your Prior Plan Balance upon your separation from service. If you have no surviving spouse, your Prior Plan Balance will be paid to your designated beneficiary, or, if none, to your estate. If your total monthly benefits paid under the plan exceed your Prior Plan Balance (with interest), no additional benefit other than the benefit in Section A above is payable from the Plan.

**C. Unmarried Participants.** No death benefits are payable under the Plan with respect to participants or former participants who die unmarried (except to the extent the participant has a Prior Plan Balance, as described above).

## **XII. PLAN FUNDING**

The Plan is funded entirely by contributions made by AMERICAN GREETINGS CORPORATION. The amount of the contributions is calculated each year by an actuary, who estimates the amount needed for that year based on benefits earned, the cost of funding past service, and the investment results of the Pension Fund assets. Participants are not permitted to make contributions to the Plan.

As permitted by law, AMERICAN GREETINGS CORPORATION reserves the right to cause a portion of the Plan's benefit liabilities for one or more participants and beneficiaries, including those already in pay status, to be transferred to an insurance company through the purchase of an irrevocable commitment from the insurer to pay such benefits under an individual or group annuity contract. Once such purchase is completed, the affected participants and beneficiaries will cease to be participants in the Plan, and neither the AMERICAN GREETINGS CORPORATION nor the Plan will have any liability for the payment of benefits to such participants and beneficiaries; the insurer will be solely responsible for the payment of such benefits. Benefits satisfied through an annuity purchase will no longer be covered by the Pension Benefit Guaranty Corporation (the "PBGC") insurance (see "PBGC Insurance Statement" in Section XIX), but rather by the state guaranty association applicable to policyholders under that insurance contract.

### **XIII. ATTACHMENT OF PLAN FUNDS BY CREDITORS**

Participants may not assign, pledge, sell, or transfer Plan benefits, or use Plan benefits as collateral. In addition, creditors may not attach Plan benefits as a means of collecting debts. However, the Plan may be required by law to honor a federal tax lien or tax levy. In addition, Federal law allows Plan benefits to be assigned to a participant's former spouse if required by a Qualified Domestic Relations Order ("QDRO"). A participant who is in the process of a divorce should consult with his or her attorney regarding the possible division and assignment of benefits payable under this Plan. A participant or beneficiary who wishes to obtain a copy of the procedures governing QDRO determinations may obtain one copy per year, without charge, from the Gibson Greetings Service Center.

### **XIV. PLAN ADMINISTRATION AND CLAIMS PROCEDURES**

#### **A. Plan Administration**

The administration of the Plan is handled by the Benefits Advisory Committee appointed by AMERICAN GREETINGS CORPORATION. The Benefits Advisory Committee is the "Plan Administrator" of the Plan and is responsible for all matters relating to the Plan, including, without limitation, interpreting the Plan's provisions, resolving questions about eligibility to participate in the Plan and making all decisions regarding eligibility and payment of benefits under the Plan. The Benefits Advisory Committee may delegate responsibility for the administration of the Plan to other individuals. To the extent that the Benefits Advisory Committee has delegated such authority, the individual has all of the powers and responsibilities of the Benefits Advisory Committee. The determinations of the Benefits Advisory Committee (or its delegate) regarding the administration of the Plan are final and binding on all interested parties.

Without limiting or changing the foregoing, the Benefit Advisory Committee has designated the Gibson Greetings Service Center as being responsible for the "ministerial" duties related to the operation of the Plan. In this capacity, the Gibson Greetings Service Center will be responsible for handling the day-to-day operation of the Plan (e.g., processing applications for benefits, addressing associate inquiries, etc.). However, in this ministerial capacity, the Gibson Greetings Service Center is not fiduciary for purposes of the Plan or ERISA.

#### **B. Claims Procedure**



If a participant, spouse, beneficiary, alternate payee, or other individual (“Claimant”) believe he or she is entitled to certain Plan benefits that he or she is not receiving or if the Claimant’s application for a withdrawal or payment is denied, the Claimant (or the Claimant’s authorized representative) may make a written claim for the benefits to the Benefits Advisory Committee. If the claim is denied in whole or in part, the Claimant will be notified in writing within 90 days. This notification will include:

- the specific reason for the denial;
- reference to the specific Plan provisions upon which the denial is based;
- a description of any additional material or information needed from the Claimant;
- an explanation of the claims appeal procedure and time limits for an appeal; and
- a statement of the Claimant’s right to bring a civil action under Section 502(a) of ERISA if the appeal is denied.

Under special circumstances, the review of the claim may require additional time to complete (up to another 90 days). If this occurs, the Claimant will be advised in writing within 90 days after the initial written claim is received. This notice will explain why more time (which cannot exceed an additional 90 days) is needed to review the claim and the date by which the Claimant can expect a decision.

If the Claimant disagrees with the initial decision concerning the claim, the Claimant may appeal the claim denial to the Benefits Advisory Committee for its review. The Claimant must submit this appeal within 60 days after the date the Claimant receives the response to the initial claim.

For purposes of the review, the Claimant has the right to:

- submit written comments, documents, records and other information relating to the claim for benefits;
- request, free of charge, reasonable access to and copies of all documents, records and other information relevant to the claim for benefits. A document, record or other information is considered "relevant" to the claim if it (1) was relied upon in making the benefit decision, (2) was submitted, considered or generated in the course of making the benefit decision, regardless of whether it was relied upon in making the benefit decision, or (3) demonstrates compliance with the administrative processes and safeguards required in making the benefit decision; and
- a review that takes into account all comments, documents, records, and other information submitted by the Claimant relating to the claim, regardless of whether the information was submitted or considered in the initial benefit decision.

The appeal of the denied claim will be reviewed by the Benefits Advisory Committee, and within 60 days after receipt of the request for review, the Claimant will receive a written notice of the Benefits Advisory Committee's decision. If the appeal is denied in whole or in part, the notice will:

- provide the specific reason(s) for the denial;
- refer to the provisions of the Plan on which the denial is based;
- include a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all written comments, documents, records, and other information relevant to the claim;
- describe any voluntary appeal procedures offered by the Plan and the Claimant's right to obtain information about the procedures; and
- include a statement of the Claimant's right to bring an action under Section 502(a) of ERISA.

Appeals not timely filed will be barred. The Benefits Advisory Committee's decision on review will be final and binding on all parties.

If the Benefits Advisory Committee needs more than 60 days to review the appeal, the Claimant will be advised in writing within 60 days after the Benefits Advisory Committee receives the written appeal. The notice will explain why the Benefits Advisory Committee needs more time (which cannot exceed an additional 60 days), and the date by which the Claimant can expect a decision. If the Claimant does not submit a written claim appeal within 60 days, the Claimant will have no further right to appeal (and may be barred from challenging the denial in court).

If the Claimant does not agree with the decision of the Benefits Advisory Committee, the Claimant may bring legal action in federal district court. The Claimant cannot bring legal action unless the claim and appeal have been reviewed and denied by the Benefits Advisory Committee. As required by the Plan, the Claimant must bring any such claim to a court of competent jurisdiction in Cleveland, Ohio.

Claims under the Plan's administrative claims and appeals procedures and lawsuits must be commenced within a particular period of time; otherwise, they will be time-barred. The Claimant generally must exhaust the Plan's administrative claims and appeals procedure and commence any claim or lawsuit in the correct court or forum no later than 24 months after the earliest of (A) the date the first benefit payment was made or due, (B) the date the Benefits Advisory Committee first denied the Claimant's request for a Plan benefit or (C) the earliest date

the Claimant knew or should have known the material facts on which the lawsuit is based (the "24-month Claims Period"). However, if the Claimant makes a claim under the Plan's claims and appeals procedure within the 24-month Claims Period, the deadline for the Claimant to file a lawsuit will not expire until the later of the last day of the 24-month Claims Period and three months after the final notice of denial of the appealed claim is sent to the Claimant by the Benefits Advisory Committee. Any claim or action filed under the Plan's administrative claims and appeals procedures or any lawsuit that is filed in a court or any other forum after the end of this 24-month Claims Period (or, if applicable, after the end of the additional three-month period) will be time-barred.

**C. C. Burden of Proof Regarding Records**

The Plan's records, including but not limited to an individual's employment status, compensation, service, contributions, investments, account values, loans, withdrawals, elections, distributions, and all other matters affecting eligibility for and amount or payment of benefits, are controlling in all cases. If a participant or beneficiary believes that the Plan's records are incomplete or incorrect, the burden of proof is on the participant, beneficiary, or other individual making the assertion to provide written documentation of the additional information that the participant or beneficiary believe is relevant. Whether such documentation is satisfactory to override the Plan's records will be determined by the Plan Administrator in its sole and absolute discretion, subject to the Plan's claims and appeals procedure. The participant, beneficiary, or other individual may review the Plan's records applicable to the participant, beneficiary, or other individual by contacting the Plan Administrator or the Plan's recordkeeper in accordance with the Plan's procedures.

**XV. EMPLOYER'S RIGHT TO AMEND OR TERMINATE THE PLAN**

**A. Amendment.** AMERICAN GREETINGS CORPORATION (acting through its Board of Directors or an authorized delegate) may amend the Plan from time to time for any reason. Any amendment made to the Plan will be binding on all participants. However, no amendment to the Plan may (i) cause any assets of the Trust Fund to revert to or be used or enjoyed by the Employer or provide for the use of the Trust Fund for any purpose other than for the exclusive benefit of participants and beneficiaries of the Plan, unless otherwise allowed by law, (ii) decrease the benefits or account balance of any participant or beneficiary that accrued

under the Plan before the amendment was made or to which he or she is entitled for contributions already made or, (iii) eliminate or reduce any early retirement benefit or optional form of benefit under the Plan for benefits attributable to service performed or contributions made before the amendment was made, unless otherwise allowed by law.

**B. Termination.** AMERICAN GREETINGS CORPORATION expects to continue the Plan indefinitely, but it has reserved the right to discontinue contributions and terminate the Plan at any time for any reason (acting through its Board of Directors or an authorized delegate). In the event of a termination, each participant who is an Eligible Employee on the termination date immediately will become 100% vested in the benefits earned up to that date to the extent they are funded. There will be no further contributions or increase in benefits, but Pension Fund assets will continue to be held and invested until the date distributed.

If this Plan is terminated, the Federal government's Pension Benefit Guaranty Corporation ("PBGC") will insure vested benefits up to certain levels set by law. If Pension Fund assets are more than sufficient to pay for all those guaranteed benefits, the excess will be used to the extent possible to pay non-guaranteed benefits earned under the Plan before its termination.

Except as insured by the PBGC, the benefits earned under this Plan are payable solely from the Pension Fund. Neither AMERICAN GREETINGS CORPORATION nor the Benefits Advisory Committee nor the Trustee guarantees the Pension Fund, or its investments, or that it will be sufficient to pay all benefits earned under this Plan. If the Plan is terminated and the Pension Fund assets are not sufficient to pay all benefits, no one having or claiming a benefit under this Plan may require AMERICAN GREETINGS CORPORATION to pay that benefit or to pay any additional contributions into the Pension Fund.

If the Pension Fund is sufficient to pay all benefits earned under the Plan prior to its termination, any surplus will be returned to AMERICAN GREETINGS CORPORATION

## **XVI. NON-DUPLICATION OF BENEFITS**

If for the same period of service more than one benefit is payable under this Plan alone, or under this Plan and another qualified defined benefit pension plan or agreement to which AMERICAN GREETINGS CORPORATION contributes or has contributed, benefits under this Plan will be adjusted to eliminate that duplication.

In addition, if a participant or beneficiary is overpaid or receive greater benefits than what the participant or beneficiary is entitled to under the terms of the Plan, the Plan has the right to offset any future benefits to which the participant or beneficiary is entitled by the amount of any overpayment or to seek reimbursement from the participant or beneficiary of the amounts that were paid to which the participant or beneficiary was not entitled.

## **XVII. MISSING PERSONS**

In order to ensure receipt of Plan benefits to which such person is entitled, it is each participant's, former participant's, surviving spouse's and beneficiary's responsibility to: notify the Gibson Greetings Service Center of all changes in address, marital status, spousal identity, employment status and all other changes that may affect rights under the Plan; provide promptly any information or statements related to Plan benefits that are requested by the Gibson Greetings Service Center; verify and update, as appropriate, any beneficiary designations permitted to made under the Plan; return to the Plan promptly any amounts received from the Plan in error; verify information received from the Gibson Greetings Service Center and promptly notify the Gibson Greetings Service Center of any errors, inaccuracies or discrepancies in that information; and make any elections and complete any forms required under the Plan or by the Gibson Greetings Service Center as a condition for receiving benefit payments. If anyone entitled to benefits under the Plan has not kept the Gibson Greetings Service Center aware of his or her current mailing address and/or cannot be located when benefits are to commence, such person's benefits may be forfeited to the Plan; provided, that such benefits shall later be restored if such person makes an application for benefits or is otherwise located.

## **XVIII. LOSS OF BENEFITS**

An employee is not entitled to benefits unless the employee meet the Plan's requirements. Under certain circumstances, some of which are described below, a participant's benefits may be lost, reduced, or suspended. These and other losses and limitations are also described in other sections of this SPD.

*Not Vested.* If a participant's employment terminates for any reason before he or she has a vested interest in your benefit, the participant will not receive any benefit from the Plan.

*Loss of Prior Service.* If a participant's employment terminates before he or she is vested and he or she does not return to employment with the AMERICAN GREETINGS CORPORATION or an affiliated company, or he or she returns more than five years later, he or she may permanently lose the right to any benefit with respect to his or her prior years of Continuous and Credited Service.

*Failure to Submit Application.* Payments do not begin automatically except in special situations. Benefits that do not start automatically will not be paid if a participant fails to make proper application or to provide necessary information. The Plan generally does not make retroactive payments.

*Death.* If a participant dies after becoming Vested and before benefit payments begin, the benefit payable to the surviving spouse, domestic partner, or other beneficiary may be less than the benefit that would have been payable if the participant had lived and started his or her benefit as a Joint and 75% or 100% Survivor Annuity. If the participant dies before benefits begin and does not have a spouse, no death benefit is payable (unless provided in a QDRO or except to the extent of a Prior Plan Balance (if any)).

*Election of Early Payment Date.* Monthly benefit payments may be less if the participant elects to start them before his or her Normal Retirement Date.

*Form of Payment.* Monthly benefit payments will be less than the amount under a Life Only Option if you elect a form of payment that provides continuing payments after your death to your spouse or provides a guaranteed number of payments.

*Failure to File Claim or Lawsuit Within Limitations Period.* If the participant does not file a claim or appeal, or bring a claim in court within the required time period, the participant will not be able to bring the claim and so will not receive the benefits he or she is claiming.

*Lump-Sum Fluctuations.* Interest rates and mortality assumptions on which lump sums are based change periodically. Therefore, it is possible for a lump sum payable at a later date to be less than the lump sum payable on an earlier date.

*Failure to Start Your Benefit on Your Required Beginning Date.* If the participant fails to start his or her benefit on his or her required beginning date or if the Plan Administrator starts to pay the participant based on certain assumptions and those assumptions are incorrect (because the participant did not provide any information or provided inaccurate information), the

participant may be subject to a federal excise tax equal to 50% of the amount of his or her benefit payment.

*Assignment.* Benefits are assigned to an alternate payee because of a QDRO or through a federal tax levy or a judgment or settlement agreement that requires the participant to pay certain amounts to the Plan.

*Change of Address, etc.* Benefits cannot be paid if the participant (or spouse or other beneficiary) cannot be located. If the participant's name or address (or spouse's or other beneficiary's name or address) changes, or if the participant's marital status changes, it is the participant's responsibility to notify the Gibson Greetings Service Center. If the participant has already started his or her benefit, but stops cashing payment checks, the Plan will assume that the participant is not receiving payments and will stop sending benefit payments until the participant contacts the Plan. The Plan will attempt to contact the participant, and, if it cannot, will treat him or her as a missing participant and conduct an address search to determine whether he or she have moved to a new address. Costs associated with uncashed checks (for example, address searches, mailing costs, stop payment and reissue charges, etc.) may reduce or eliminate the net check proceeds. Additionally, if the Plan is able to locate the participant, spouse, or other beneficiary, any benefit payments due will be made without interest. This may result in a delay to benefit payments, which will be made without interest when the Plan is able to locate the participant, spouse, or other beneficiary.

*Taxes and Withholding.* Taxes apply to distributions. Benefits are reduced by any taxes the Plan is required to withhold under federal and state laws.

*Underfunding.* If the Plan is terminated at a time when the trust fund created to provide benefits is underfunded, benefits are not covered by insurance, other than from the PBGC, a federal agency described below. Even prior to termination, benefit restrictions may apply based on the Plan's funded status.

*Plan Termination.* If the Plan is terminated, benefits payable under the Plan are limited to those that can be provided by the assets of the trust fund and those that are guaranteed by the PBGC. A participant will lose benefits if his or her employment with the AMERICAN GREETINGS CORPORATION and all affiliated companies ends before the participant is vested and the Plan is terminated before the participant returns to employment with the AMERICAN GREETINGS CORPORATION or any affiliated company.

*Federal Limits and Liens.* Benefits may also be reduced or lost due to limitations under the Internal Revenue Code, the imposition of income, penalty and excise taxes or a tax lien, or a judgment or settlement agreement that requires you to make payments to the Plan.

*Correction of Errors.* The actual amount of your benefit will be determined under the terms of the Plan document based on final employment data. If there is a difference between the amount of the benefit determined under the Plan document and the amount described in any benefit estimate the participant is provided, the Plan will pay the amount determined under the Plan document, even if that amount is less. In addition, the Plan Administrator reserves the right to take steps to correct or recover any erroneous benefit payments.

*If the Plan is Underfunded.* Under the Pension Protection Act of 2006 (the “PPA”), certain limits on benefit payments and benefit accruals apply if the Plan falls short of funding targets established by the PPA (also called “underfunded”). The Plan Sponsor will notify affected participants if these benefit restrictions apply.

*Restrictions Based on Funding or Bankruptcy.* Current law places restrictions upon a defined benefit plan whose funding level falls below certain trigger points or when the plan sponsor is in bankruptcy proceedings at a time when the Plan is less than 100% funded. Should either of those situations exist, the Plan may be limited or precluded from making accelerated benefit payments (such as lump-sum payments) or increasing the Plan’s liability by amendment until such time as the Plan’s funding level rises above the trigger points. Affected participants will be notified should the Plan become subject to these restrictions.

## **XIX. GENERAL INFORMATION**

### **A. Name of the Plan (Plan Number 015):**

Gibson Greetings, Inc. Retirement Income Plan

### **B. Name, Address and Phone of the Plan Sponsor:**

American Greetings Corporation  
One American Blvd.  
Cleveland, OH 44145  
(216) 252-7300 x4192

### **C. Employer Identification Number:**

34-0065325



**D. Plan Number**

015

**E. Plan Type:**

Defined Benefit Pension Plan

**F. Name, Address and Phone of Plan Administrator:**

Benefits Advisory Committee of the  
American Greetings Retirement Plans  
c/o American Greetings  
One American Blvd.  
Cleveland, OH 44145-8151  
(216) 252-7300 x4192

**G. Gibson Greetings Service Center**

Gibson Greetings Service Center  
Defined Benefit Service Center – AG  
P.O. Box 68099  
Schaumburg, IL 60168-0099  
Phone: (833) 327-1082  
AGBenefits.com

**H. Name, Address, and Phone of Trustee:**

KeyBank  
The Gibson Greetings Inc., Retirement Income Plan Trustee  
127 Public Square  
Cleveland, OH 41114-1306

**I. Service of Process:**

Notices, forms and legal process concerning the Plan may be served on and delivered to:

The Benefits Advisory Committee, Attn: Director of Benefits,  
and copy to General Counsel at the below address.

American Greetings  
One American Blvd.  
Cleveland, OH 44145

**J. Plan Year:**

The Plan Year is the 12-month period ending December 31.

**K. Effective Date:**

The Plan was originally effective in 1970.

**L. PBGC Insurance Statement:**

Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a Federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) normal and early retirement benefits, (2) disability benefits if you become disabled before the plan terminates, and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the plan terminates, (2) some or all of benefit increases and new benefits based on plan provisions that have been in place for fewer than five years at the time the plan terminates, (3) benefits not vested because you have not worked long enough for the company, (4) benefits for which you have not met all of the requirements at the time the plan terminates, (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the plan's normal retirement age, and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC, depending on how much money your Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

**APPENDIX A**  
**STATEMENT OF ERISA RIGHTS**  
***(Department of Labor Text)***

This Appendix has been published in substantially the following form by the U.S. Department of Labor in its regulations that require such an ERISA rights statement to be included in a Summary Plan Description. The authorship of and responsibility for the accuracy of the following “Statement of ERISA Rights” rests with the U.S. Department of Labor to the extent such statement has been copied from the published regulations. Neither AMERICAN GREETINGS CORPORATION, nor the Benefits Advisory Committee can take any responsibility for the accuracy or completeness of any assertion in these statements.

As a participant in this Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). ERISA provides that all plan participants shall be entitled to:

1. Examine, without charge, at the Plan administrator’s office and at other specific locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
2. Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
3. 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.

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

If your claim for benefits under the Plan is denied 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.

Under ERISA there are steps you can take to enforce the above rights. For instance, if 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 for each day of delay beyond the 30-day period, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support 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.

**If you have any questions about your Plan**, you should contact the Gibson Greetings Service Center at P.O. Box 68099, Schaumburg, IL 60168-0099; Phone: (833) 327-1082 or visit [AGBenefits.com](http://AGBenefits.com). 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 Area 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, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publication hotline of the EBSA (1-866-444-3272) or by visiting the EBSA's website on the Internet at <http://www.dol.gov/ebsa>.