UFCW – GIANT
VARIABLE ANNUITY FUND
BOARD OF TRUSTEES MEETING
MARCH 17, 2023

UFCW-GIANT
VARIABLE ANNUITY FUND

AGENDA

MARCH 17, 2023

I. CALL TO ORDER

II. MINUTES – (Pg. 4-9)
- **A. REGULAR MEETING – DECEMBER 21, 2022**

III. INVESTMENT CONSULTANT'S REPORT

IV. ACTUARY'S REPORT

V. ATTORNEYS' REPORT

VI. ADMINISTRATIVE MANAGER'S REPORT – (Pg. 11-14)

VII. INVOICES – (Pg. 16)

VIII. OTHER FUND BUSINESS – (Pg. 18-28)
- **A. IPS FEE LETTER**
- **B. CALIBRE ENGAGEMENT LETTER**

IX. NEXT MEETING DATE AND LOCATION

X. ADJOURNMENT

MINUTES

UFCW – Giant Variable Annuity Fund

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Sparks, Maryland 21152-9451	**Landover, Maryland 20785-2361**
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MINUTES OF THE MEETING OF THE
BOARD OF TRUSTEES OF THE
UFCW - GIANT VARIABLE ANNUITY FUND
VIA VIDEO CONFERENCE
DECEMBER 21, 2022

The following Trustees were present:

UNION TRUSTEES	**EMPLOYER TRUSTEES**
M. Federici - Chairman	M. Goble
J. Chorpenning	J. Paradis - Secretary
D. Blitzstein (Alternate)	

Also present were:

Associated Administrators, LLC	W. Antoshak, D. Jensen, B. Maiorano, R. McKnight, C. Murphy, A. Sims
Cheiron	H. Merlak
Investment Performance Services, LLC	C. McDonough
Proskauer Rose LLP	J. Alex, J. Rigterink
Slevin & Hart, P.C.	S. Sanchez

I. CALL TO ORDER

A quorum being present, the meeting was called to order.

II. MINUTES

The Trustees reviewed the minutes of the last regular meeting held on September 15, 2022 which were pre-circulated.

On Motion made and seconded, the Trustees voted unanimous approval of the following resolution:

> **RESOLVED that the minutes of the regular meeting held on September 15, 2022 are approved, as presented.**

III. INVESTMENT CONSULTANT'S REPORT

The Trustees welcomed Mr. Chris McDonough of Investment Performance Services ("IPS") to the meeting.

A. Master Consulting Report – September 30, 2022

Mr. McDonough reviewed the IPS report for the period ending September 30, 2022. Such report indicated a beginning market value of $0, net cash flow of $18,083,100, and a net investment change of $13,339, resulting in an ending market value of $18,096,439 as of September 30, 2022. The performance for the third quarter was 0.1%, gross of fees.

B. Timing of Investment Manager Funding

Mr. McDonough reviewed a memo from IPS dated December 19, 2022, which had been provided to the Trustees in advance of the meeting, addressing the funding timeline for the previously approved investment managers. He stated that the allocation to the Fund's core real estate manager, ARA, was funded on July 1, 2022. Mr. McDonough reported on the status of the agreements for the Fund's other real estate managers (Intercontinental and Boyd Watterson), the private equity manager (Hamilton Lane) and the high yield manager (MacKay). He also reported on the draft custodial agreement with PNC, which is required in order to Fund the investment grade fixed income manager (Chartwell).

Mr. McDonough stated that IPS recommends funding the investments in a manner that maintains a reasonable level of diversification in the portfolio, including funding the liquid asset classes (public equity, GTAA, investment grade fixed income, and high yield) at or around the same time. He stated that the real estate investments will fund via capital call by the selected manager, typically on a quarterly basis. Mr. McDonough reported that the Boyd Watterson State Fund (real estate – value add) currently has an investment queue and it would be beneficial to finalize all paperwork as soon as possible to ensure the Plan's position in the queue. Mr. McDonough stated that IPS recommends that the private equity manager (Hamilton Lane) be funded at the same time as the liquid asset classes, as they accept subscriptions on a monthly basis. After discussion, and

On Motion made and seconded, the Trustees voted unanimous approval of the following resolution:

> **RESOLVED to accept IPS's recommendations regarding the timing of funding the Fund's investments, as presented.**

The Trustees thanked Mr. McDonough for his report.

IV. ACTUARY'S REPORT

The Trustees welcomed Mr. Heath Merlak of Cheiron to the meeting.

Mr. Merlak presented the Preliminary 2022 Actuarial Valuation Result report dated December 12, 2022. He reviewed the summary of principal results, including the liabilities, assets, funded ratios and minimum required contribution ("MRC"). Mr. Merlak reported that the January 1, 2021 funding target was $0, with an expected change of $11,514,494 (based on normal cost and interest) plus the mandated mortality change of $17,142. Mr. Merlak reviewed the funding target reconciliation, noting an expected January 1, 2022 funding target of $11,531,636, compared to the actual January 1, 2022 funding target of $11,988,869. He stated the cause of this $457,233 increase is related to the effective interest rate decrease from 5.83% to 5.62%, as well as an actuarial loss caused by active participants not retiring as projected. The funded percentage of the Fund as of January 1, 2022, was 98.59%.

Mr. Merlak stated that quarterly contributions are required in 2023 since the plan has a shortfall as of January 1, 2022. He also noted that the 2023 Plan Year contribution amounts will be estimated until the January 1, 2023 valuation is complete. The Trustees requested that Cheiron provide an analysis of payment options for the contributions due in 2023.

Mr. Merlak recommended that the Fund complete an experience study prior to completing the

2023 valuation, to compare actual experience to the actuarial assumptions being used. He stated as best practice, assumptions should be reviewed every five years. After discussion, and

On Motion made and seconded, the Trustees voted unanimous approval of the following resolution:

> **RESOLVED to delegate authority to Chairman and Secretary to review and approve Cheiron's experience study proposal.**

V. ATTORNEY'S REPORT

A. Investment Policy

Ms. Sanchez reported the Investment Policy has been fully executed.

B. Investment Manager Agreements

Ms. Sanchez reported on the Fund's Investment Manager Agreements.

C. Custodial Agreement with PNC

Ms. Sanchez reported on the custodial agreement with PNC.

D. Stabilization Reserve Policy

Ms. Sanchez reported on the Stabilization Reserve Policy.

E. Determination Letter Application

Ms. Sanchez reported on the Fund's determination letter application.

The Trustees thanked Ms. Sanchez for her report.

VI. ADMINISTRATIVE MANAGERS REPORT

Ms. Sims presented the Administrative Managers Report for the third quarter 2022. The report indicated total employer contributions of $13,342,318 and total expenses of $512,978, for a surplus of $12,829,340 for the year-to-date through September 30, 2022.

VII. INVOICES

The Trustees reviewed the list of invoices dated December 21, 2022. It was noted there were no additions, deletions or changes to the list.

On Motion made and seconded, the Trustees voted unanimous approval of the following resolution:

> **RESOLVED, that the invoices on the list dated December 21, 2022 are approved for payment.**

VIII. OTHER FUND BUSINESS

A. Form 5500

Ms. Sims reported the Form 5500 was filed for the Plan Year 2021.

B. PBGC Premium Filing – 2021 & 2022

Ms. Sims reported the PBGC premium had been filed for Plan Year 2021 totaling $0 and Plan Year 2022 totaling $ 891,000.

C. Associated Administrators Renewal

Ms. Sims presented Associated's proposal for a one-year contract extension with no change in rates.

On Motion made and seconded, the Trustees voted unanimous approval of the following resolution:

> **RESOLVED, to approve a one-year extension of Associated Administrator's administrative services agreement, incorporating the cybersecurity addendum circulated to Associated in advance, with no change in rates.**

IX. NEXT MEETING DATE AND LOCATION

The Trustees decided to hold their next regular Board meetings on the following dates:

Friday, March 17, 2023 at 2:30 P.M.

Tuesday, June 27, 2023 at 2:30 P.M.

Wednesday, September 27, 2023 at 2:30 P.M.

Monday, December 11, 2023 at 2:30 P.M.

X. ADJOURNMENT

There being no further business to come before the Trustees, the meeting was adjourned.

Respectfully submitted,

Jason Paradis, Secretary

21189536v1

ADMINISTRATIVE MANAGER'S REPORT

2022
QUARTERLY RECAPS

	FIRST 2022	SECOND 2022	THIRD 2022	FOURTH 2022	TOTAL
INTEREST & DIVIDENDS	$0	$0	$0	$0	$0
CONTRIBUTIONS *	$0	$0	$13,342,318	$0	$13,342,318
STABILIZATION RESERVE	$6,000,000	$0	$0	$0	$6,000,000
INTEREST INCOME **	$0	$0	$0	$12,142	$12,142
REALIZED G/L	$0	$0	$0	$0	$0
UNREALIZED G/L ***	$0	$0	$0	($49,138)	($49,138)
MISCELLANEOUS	$0	$0	$0	$0	$0
TOTAL INCOME	$6,000,000	$0	$13,342,318	($36,996)	$19,305,322

BENEFIT EXPENSES					
PENSION BENEFITS	$0	$0	$0	$0	$0
SUBTOTAL	$0	$0	$0	$0	$0

OPERATING EXPENSES					
ADMINISTRATION	$161,935	$158,004	$155,359	$156,149	$631,447
OTHER	$264	$4,483	$357,532	$1,285,087	$1,647,366
SUBTOTAL	$162,199	$162,487	$512,891	$1,441,236	$2,278,813
TOTAL EXPENSES	$162,199	$162,487	$512,891	$1,441,236	$2,278,813

TOTAL INCOME	$6,000,000	$0	$13,342,318	($36,996)	$19,305,322
TOTAL EXPENSES	$162,199	$162,487	$512,891	$1,441,236	$2,278,813
SURPLUS (DEFICIT)	$5,837,801	($162,487)	$12,829,427	($1,478,232)	$17,026,509

* All Contributions except $33,101.00 apply to 2021

** 3rd & 4th quarter interest income is combined

*** 3rd & 4th quarter unrealized G/L is combined

2021
QUARTERLY RECAPS

	FIRST 2021	SECOND 2021	THIRD 2021	FOURTH 2021	TOTAL
INTEREST & DIVIDENDS	$0	$0	$0	$0	$0
CONTRIBUTIONS	0	0	0	0	0
STABILIZATION RESERVE	0	0	0	0	0
MISCELLANEOUS[2]	0	0	0	0	0
TOTAL INCOME	$0	$0	$0	$0	$0

BENEFIT EXPENSES					
PENSION BENEFITS	$0	$0	$0	$0	$0
SUBTOTAL	$0	$0	$0	$0	$0
OPERATING EXPENSES					
ADMINISTRATION	$161,175	$163,559	$160,314	$157,369	$642,417
OTHER	0	142	276	232	650
SUBTOTAL	$161,175	$163,701	$160,590	$157,601	$643,067
TOTAL EXPENSES	$161,175	$163,701	$160,590	$157,601	$643,067

TOTAL INCOME	$0	$0	$0	$0	$0
TOTAL EXPENSES	$161,175	$163,701	$160,590	$157,601	$643,067
SURPLUS (DEFICIT)	($161,175)	($163,701)	($160,590)	($157,601)	($643,067)

FOURTH QUARTER 2022
EXPENSES

BENEFIT EXPENSES

CATEGORY	AMOUNT
PENSION BENEFITS	$0

SUBTOTAL	$0

OPERATING EXPENSES

CATEGORY	AMOUNT
ADMINISTRATION	$156,149
ACCOUNTING	$23,245
ACCURINT	
ACTUARIAL & CONSULTING	$96,240
BONDING & INSURANCE	
CONFERENCE	
FIDUCIARY LIABILITY INSURANCE	
I.F.E.B.P.	
INV PERFORMANCE	12,500
LEGAL	250,955
MEETING	
OFFICE SUPPLIES	
PBGC	892,642
PNC	
POSTAGE	
PRINTING	4,263
SEGALL BRYANT & HAMILL	
STATUTORY REP	
TELEPHONE	
ASSET MANAGEMENT FEE	5,242

SUBTOTAL	$1,441,236
TOTAL EXPENSES	$1,441,236

AVG. RETIREES AVG. MONTHLY PAYOUT

PENSION ROLL
FOURTH QUARTER 2022

PENSION ROLL		RETIREES	MONTHLY PAYOUT
PENSION ROLL AS OF:		0	$0
DEATH AS OF:		0	$0
PEN. APPROVED AS OF:		0	$0
ADJUSTMENTS AS OF:		0	$0
PENSION ROLL AS OF:		0	$0

PENSION DISTRIBUTION	RETIREES	MONTHLY PAYOUT
NORMAL	0	$0
EARLY - NON REDUCED	0	$0
EARLY - REDUCED	0	$0
30 & OUT	0	$0
DISABILITY	0	$0
DEF. VESTED	0	$0
EARLY VESTED	0	$0
PRE-RETIREMENT JOINT & SURVIVOR	0	$0
POST RETIREMENT JOINT & SURVIVOR	0	$0
GUARANTEED PAY	0	$0
ALTERNATE PAYEE - QDRO	0	$0
DEATH BENEFIT ANNUITY	0	$0
TOTAL	0	$0

INVOICES

UFCW-GIANT
VARIABLE ANNUITY FUND

INVOICES

MARCH 17, 2023

1. **Associated Administrators, LLC**

10/01/2022	September 2022 Admin Fees	$	51,898.13
11/01/2022	October 2022 Admin Fees		52,363.39
12/01/2022	November 2022 Admin Fees		51,865.67
01/01/2023	December 2022 Admin Fees		51,919.77

2. **Calibre CPA Group**

12/21/2022	Final billing for professional services rendered in connection with our audit of the financial statements and preparation of Form 5500 for the year ended December 31, 2021	$	1,590.20

3. **Cheiron**

12/09/2022	Retainer Services – December 2022	$	6,250.00
01/23/2023	Non-Retainer Services – January 2023		8,255.00
01/23/2023	Retainer Services – January 2023		6,250.00
02/23/2023	Non-Retainer Services – February 2023		16,107.50
02/23/2023	Retainer Services – February 2023		6,250.00

4. **Investment Performance Services, LLC**

12/12/2022	Fee for Professional Services for the Quarter Ending 12/31/2022	$	12,500.00
03/06/2023	Fee for Professional Services for the Quarter Ending 03/31/2023		12,500.00

5. **Proskauer Rose LLP**

02/22/2023	For services rendered for the period ending December 31, 2022	$	18,739.50
02/22/2023	For services rendered for the period ending January 31, 2023		15,751.50

6. **Slevin & Hart, P.C.**

01/25/2023	For professional services rendered through December 31, 2022	$	6,342.43
02/21/2023	For professional services rendered through January 31, 2023		20,630.00

OTHER FUND BUSINESS

INVESTMENT PERFORMANCE SERVICES, LLC
642 Newtown Yardley Road ◆ Suite 205 ◆ Newtown, PA 18940 ◆ T: (215) 867-2330 ◆ www.ips-net.com

February 27, 2023

Mr. Mark Federici, Chairman
UFCW Local 400
8400 Corporate Drive
4th Floor, Suite 430
Landover, MD 20785

Mr. Jason Paradis, Secretary
Stop & Shop Supermarket Co.
25 Charles Street
Wrentham, MA 02093

Re: UFCW Giant Variable Annuity Plan

Dear Mark and Jason,

I am writing to you as you serve as Chairman and Secretary of the UFCW – Safeway Variable Annuity Fund to respectfully request a new fee agreement. The current agreement has been in place since January 1, 2021 with the annual fee of $50,000. At the inception of the agreement, due to the Fund not having assets at that time and in the interest of helping to minimize the Fund's expenses, we agreed to a fee below our minimum fee. As a result of the change in the Fund's assets, the expected growth of the Fund, and the significant amount of work that we have completed during the last year, we respectfully request the consideration by the Board of Trustees of an increase in fee to $110,000. The new fee would be effective January 1, 2023 and would remain unchanged for a three-year period.

IPS values the relationship with the UFCW – Giant Variable Annuity Fund and we look forward to our continued partnership in the success of your investment program. Thank you for your consideration.

Please call me at (215) 867-2330 should you have any questions.

Sincerely,

Rich Sichel

Richard Sichel, Jr.
President | Chief Operating Officer

CC: Chris McDonough
Dave Jensen

Anne-Marie Simms
Sarah Sanchez, Esq.
Jennifer Rigterink

CALIBRE
CPA GROUP
7501 WISCONSIN AVENUE | SUITE 1200 WEST
BETHESDA, MD 20814
202.331.9880 PHONE | 202.331.9890 FAX

Board of Trustees
UFCW-Giant Variable Annuity Fund
c/o Associated Administrators, LLC
8400 Corporate Drive, Suite 430
Landover, MD 20785

March 8, 2023

DECEMBER 31, 2022 – AUDIT ENGAGEMENT LETTER

We are pleased to confirm our understanding of the services we are to provide for the UFCW-Giant Variable Annuity Fund (the Fund) for the year ending December 31, 2022, in connection with its annual reporting obligation under the Employee Retirement Income Security Act of 1974 (ERISA).

Audit Scope and Objectives

We will audit the financial statements of the UFCW-Giant Variable Annuity Fund, which comprise the statement of net assets available for benefits for the year ending December 31, 2022, and the related statement of changes in net assets available for benefits for the year then ended, and the disclosures (collectively, the "financial statements"), and report on the supplemental schedules of the Fund for the year ending December 31, 2022. Also, the following supplementary information accompanying the financial statements, as applicable, will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will report on whether the information is fairly stated in all material respects in relation to the financial statements as a whole in a separate written report accompanying our auditor's report on the financial statements:

1) Assets (Held at End of Year) and Assets (Acquired and Disposed of Within Year).
2) Loans or Fixed Income Obligations in Default or Classified as Uncollectible.
3) Leases in Default or Classified as Uncollectible.
4) Reportable Transactions.
5) Nonexempt Transactions.

These financial statements and supplemental schedules are required to be included in the Fund's Form 5500 filing with the Employee Benefits Security Administration (EBSA) of the Department of Labor (DOL). The supplemental schedules are presented for the purpose of additional analysis and are not a required part of the financial statements but are supplementary information required by the DOL's Rules and Regulations for Reporting and Disclosure under ERISA.

Audit Scope and Objectives (continued)

The objective of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of the accounting records of the Fund and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by you. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations, including prohibited transactions with parties in interest or other violations of ERISA rules and regulations, that are attributable to the Fund or to acts by the Fund's Board of Trustees or employees acting on behalf of the Fund.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal controls, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention.

Auditor's Responsibilities for the Audit of the Financial Statements (continued)

We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and will include prohibited transactions in the supplemental schedule of nonexempt transactions as required by the instructions to Form 5500. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will obtain an understanding of the Fund and its environment, including internal controls relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal controls. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Fund's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of investments, Fund obligations, and certain other assets and liabilities by correspondence with financial institutions, actuaries and other third parties. We will also request written representations from your attorneys as part of the engagement.

In addition, we will perform certain procedures directed at considering the Fund's compliance with applicable Internal Revenue Service (IRS) requirements for tax-exempt status and ERISA plan qualification requirements. However, you should understand that our audit is not specifically designed for and should not be relied upon to disclose matters affecting the Fund's tax-exempt qualification and/or compliance with the ERISA and IRS requirements. If during the audit we become aware of any instances of any such matters or ways in which management practices can be improved, we will communicate them to you.

We will not disclose information regarding the Fund or its participants ("Fund Information") to parties other than the Fund except as necessary to perform services under this Agreement or as required by law with advance notice to the Fund and consistent with the terms of this letter. We will take all appropriate and reasonable measures to ensure

Auditor's Responsibilities for the Audit of the Financial Statements (continued)

and maintain confidentiality regarding Fund Information and all matters involving the Fund. In the event of any disclosure of Fund Information inconsistent with the preceding sentence, or any unauthorized access by a third party of Fund Information maintained by Calibre, we shall notify the Fund of the disclosure or unauthorized access immediately, and in no event later than ten (10) days after discovery of the disclosure or unauthorized access of Fund Information. Such notice will be in writing and will include all relevant details of the disclosure or unauthorized access, including but not limited to the date on which the disclosure or unauthorized access occurred, the information that was disclosed or accessed, the number of Fund participants and beneficiaries affected, if applicable, the steps being taken to remedy the effects of the disclosure or unauthorized access, and any other information required to be disclosed to the Fund under any applicable state or federal law. We will provide the Fund with new information regarding the disclosure or unauthorized access immediately upon learning or receiving such information. To help respond to the disclosure or unauthorized access of Fund information that was caused by us, we will maintain, in full force and effect, cyber liability insurance in the amount of $5 million that covers costs under applicable state or federal law, including costs for providing notice of the disclosure or unauthorized access to any affected individuals. To the extent the Fund pays any amount, whether characterized as a cost, penalty, fine or otherwise, relating to a disclosure of, or unauthorized access to, Fund Information that was caused by Calibre, Calibre will reimburse the Fund for the full amount of any such expense.

We shall indemnify, defend, and hold harmless the Fund, its Board of Trustees, and agents from and against any and all claims, actions, demands, costs, and expenses, including reasonable attorneys' fees and disbursements, as a result of Calibre CPA Group, PLLC's gross negligence, willful misconduct, or fraud as finally determined by a court of competent jurisdiction, arbitrator, or other trier of fact.

Other Services

We will prepare the Fund's Form 5500, including required schedules, for the year ending December 31, 2022, based on information provided by you. After we have completed the Fund's Form 5500 and required schedules, we will authorize the Fund to include our auditor's report on the financial statements and supplemental schedules with the Fund's Form 5500 filing. The Form 5500 filing will be electronically filed by Calibre CPA Group, PLLC, in coordination with proper Trustee obtained signing credentials. We will assist the Fund with preparation of the Summary Annual Report (SAR) and the Form 8955- SSA. We will assist in preparing the financial statements of the Fund in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards, including the Statements on Standards for Tax Services issued by the American Institute

Other Services (continued)

of Certified Public Accountants. The other services are limited to the financial statement and Form 5500 services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will advise you with regard to the preparation of the Form 5500, but you must make all decisions with regard to those matters.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for establishing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; for establishing an accounting and financial reporting process for determining appropriate fair value measurements; for the acceptance of the actuarial methods and assumptions used by the actuary and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America. You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties, parties in interest, and all related-party and party-in-interest relationships and transactions, and other matters; (2) additional information that we may reasonably request for the purpose of the audit; and (3)unrestricted access to employees of the Fund's third party administrator from whom we determine it necessary to obtain audit evidence. You are also responsible for maintaining a current plan instrument, including all plan amendments; for administering the plan and determining that the plan's transactions that are presented and disclosed in the financial statements are in conformity with the Fund's provisions, including maintaining sufficient records with respect to each of the participants to determine the benefits due or which may become due to such participants. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters. We will advise management about appropriate accounting principles and their application and, as requested by the Trustees, we will assist in the preparation of the financial statements, but the responsibility for the financial statements remains with management

We understand that while the Fund's Board of Trustees is responsible for the Plan's financial statements, the Trustees have delegated the recordkeeping tasks, including the

Responsibilities of Management for the Financial Statements (continued)

establishment and maintenance of adequate records, to a third-party administrator. The third-party administrator is responsible for adjusting the financial statements, to correct material misstatements and confirming to us in the representation letter from the Fund's Board of Trustees that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Fund involving (1) Fund management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Fund received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Fund complies with applicable laws and regulations. You are responsible for the fair presentation of the supplemental schedules and the form and content of the supplemental schedules in conformity with the DOL's Rules and Regulations for Reporting and Disclosure under ERISA. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

You agree to assume management responsibilities for the tax services (Form 5500) and any other non-attest services we provide by accepting responsibility for the non-attest services once the services are determined by a designated individual with suitable skill, knowledge and experience evaluating the adequacy of the results of the non-attest services to be true, correct, and complete, to the best of your knowledge.

Engagement Administration, Fees, and Other

We understand that your third-party administrator – Associated Administrators, LLC – will assist us in preparing schedules, analyses, and confirmations for mailing, as well as assist us in locating any invoices or other documents selected for testing.

The audit documentation for this engagement is the property of Calibre CPA Group, PLLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to the U.S. Department of Labor pursuant to authority given to it by law.

Engagement Administration, Fees, and Other (continued)

If the Department of Labor asks to review audit documentation relating to the Fund that is the property of Calibre CPA Group, PLLC, we will notify the Fund at least 5 business days in advance of any disclosure to the Department of Labor. Access by the Department of Labor to the aforementioned audit documentation will be provided under the supervision of Calibre CPA Group, PLLC personnel. Calibre CPA Group, PLLC will not provide to the Department of Labor any information that is the property of the Fund unless the Fund has given Calibre express written permission to do so.

Our firm, as well as other accounting firms, participates in the AICPA's peer review program covering our audit and accounting practices. Under this program, our system of quality control is subjected to a peer review by a team of certified public accountants by the state administering entity. As part of this peer review, the team will review a sample of our work. It is possible that the work we perform for you may be selected for their review. If it is, the team is bound by professional standards to keep all information confidential.

Joseph M. Herishen, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report.

We estimate that our fee cap for our services under this engagement letter for the year ending December 31, 2022, will be $25,875. This is an increase of $3,375, over the top fee range cap of $22,500 for YE 2022, for the second (2nd) year the plans existence. The fee cap is increase attempts to account for 12/31/22 auditing the expanded Plans increased general ledger activity. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees may be rendered as work progresses and, to the extent undisputed, are payable within ninety (90) days after presentation. Should the Board of Trustees desire any additional accounting, tax or consulting services rendered outside of the scope of the annual audit, these services will be billed at the appropriate rate for the personnel used for the engagement, as outlined below.

Our professional hourly rate structure for our services under this engagement letter for the Year End December 31, 2022, is as follows:

Partner	$365.00
Manager	$275.00 to $300.00
Staff Accountants	$150.00 to $269.00
Paraprofessional	$ 90.00

Engagement Administration, Fees, and Other (continued)

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus out-of-pocket costs. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these services will be rendered as work progresses. We will not subcontract any of our services for this engagement without the written authorization of the Fund's Board of Trustees.

This Engagement Letter will be governed by ERISA, and to the extent not preempted, the laws of the State of Maryland. This Engagement Letter embodies the entire agreement and understanding between the parties hereto and supersedes all prior oral and written communications between them. The terms hereof may be modified or amended only by a written agreement signed by each of the parties hereto. This Engagement Letter may not be assigned without the express advance written approval of each of the parties hereto.

Reporting

We will issue a written report upon completion of our audit of the Fund's financial statements. Our report will be addressed to the Board of Trustees of the UFCW-Giant Variable Annuity Fund. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph to our auditor's report. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report as a result of this engagement.

We appreciate the opportunity to be of service to the UFCW-Giant Variable Annuity Fund and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Sincerely,

CalibreCPAGroup,PLLC

Calibre CPA Group, PLLC

cc: Ira Golub
Justin Alex
Sarah Sanchez

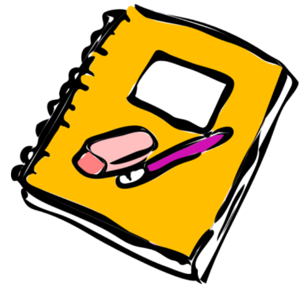
RESPONSE:

This letter correctly sets forth the understanding of the UFCW-Giant Variable Annuity Fund.

Signature: ____________________ Signature: ____________________

Title: ____________________ Title: ____________________

Date: ____________________ Date: ____________________



MEETING NOTES