UFCW-GIANT VARIABLE ANNUITY FUND

QUALIFIED DOMESTIC RELATIONS ORDER PROCEDURES

Effective January 1, 2021

Pursuant to Section 206(d) of the Employee Retirement Income Security Act of 1974, as amended and Section 414(p) of the Internal Revenue Code of 1986, as amended, the Board of Trustees of the UFCW Giant Variable Annuity Fund ("Fund") has adopted the following procedures for reviewing a Domestic Relations Order ("DRO") that may be entered with regard to benefits payable under the Fund's Plan of benefits ("Plan") and for determining whether any such DRO constitutes a Qualified Domestic Relations Order ("QDRO").

1. A DRO is an order entered by a court or court approval of a property settlement that relates to the provision of support, alimony payments, or marital property rights to an Alternate Payee and is made pursuant to a State domestic relations law.

   An Alternate Payee means any spouse, former spouse, child, or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive all, or a portion of, the benefits payable under a Plan with respect to such Participant. To the extent provided in any QDRO, the former spouse of a Participant may be treated as a surviving spouse of the Participant for purposes of the provision requiring a joint and survivor annuity and/or a preretirement survivor annuity if the former spouse and Participant were married for at least one year as of the date of divorce.

2. Upon request, the Fund will review a proposed domestic relations order to determine whether the proposed order would meet the requirements of a QDRO if entered or approved by a court.

   The Board of Trustees will not review the reasonableness of the allocation of the Participant's benefit under the QDRO. Further, the Board does not make any determination as to the validity of the underlying domestic relations proceeding or its compliance with the applicable state domestic relations law.

3. Upon receipt of a DRO, the Fund will send the Participant and the Alternate Payee a notice stating that it has received the DRO and will provide a copy of these procedures. As a matter of information, any Participant under the Plan may request a copy of these Procedures at any time. As soon as reasonably practicable after receipt of a DRO, the DRO will be evaluated by the Fund to determine whether it meets the requirements for a QDRO and the Parties will be notified of the determination as described below.

   In making its determination, the Fund may consult with legal counsel or others to the extent the Fund considers such consultation reasonable and prudent. The Participant and the Alternate Payee (or their representatives) cannot rely on the Fund or any of its agents for legal advice.

4. The Fund will next determine the "qualified" status of the DRO. For the DRO to be considered a QDRO, the DRO must meet the following requirements:

   a. The DRO must correctly identify the Fund as the fund to which the Order applies.

   b. The DRO must indicate the name and last known mailing address of the Participant. The Fund will consider the mailing address requirement met if the address is provided in a separate addendum or the Fund has independent knowledge of the Participant's current address.

   c. The DRO must indicate the name and mailing address of the Alternate Payee(s). The Fund will consider the mailing address requirement met if the address is provided in a separate addendum or the Fund has independent knowledge of the Alternate Payee's current address.

   d. The DRO must indicate the amount of the benefit to be paid to the Alternate Payee. This requirement may be met by: (1) specifying a fixed amount; (2) specifying a percentage of the Participant's benefit; or (3) providing a formula by which the Fund can determine the amount due the Alternate Payee at any given time.

   e. The DRO must state when the Alternate Payee's benefits will commence. Under the Plan, the Alternate Payee's benefits may commence on or after the Participant attains the earliest retirement date under the Plan or such later date as the Alternate Payee may elect.

   f. The DRO must indicate the period of time for which the DRO will remain in effect. This requirement can be met by specifying: (1) a specific time period (e.g., for 24 months or for the Alternate Payee's lifetime); (2) the total amount to be paid over time (e.g., until $___ has been paid); (3) a particular form of payment (e.g., a single life annuity); or (4) an indefinite duration (e.g., until further order of court).

5. If the DRO requires any of the following, the DRO is not a QDRO:

   a. The DRO cannot require the Fund to provide any type of benefit or form of benefit that is not otherwise provided for under the Plan.

      A QDRO can allow the Alternate Payee to elect any form of payment permitted under the Plan based on his/her lifetime, but the Alternate Payee may not elect to receive a benefit in the form of a joint and survivor benefit with a subsequent spouse.

      A QDRO also may require payment of a benefit to an Alternate Payee while the Participant is still in employment covered by the Plan as long as it requires payments to the Alternate Payee no earlier than the date of the Participant's earliest retirement age under the Plan.

b. The DRO cannot require the Fund to provide a larger benefit than it would otherwise provide under the Plan. For purposes of this requirement, benefits that are actuarially equivalent are considered to be equal.

c. If there is another DRO previously determined to be a QDRO, under which the Fund must pay another Alternate Payee, the two Orders cannot require the Fund to pay more than 100% of the Participant's benefit.

d. If the DRO is submitted to the Fund after the Participant's annuity starting date, the DRO cannot require payments to the Alternate Payee for the Alternate Payee's lifetime.

e. If the DRO is submitted to the Fund after the annuity starting date of the Participant’s surviving spouse, the DRO cannot assign any portion of the surviving spouse benefit that is payable to the Participant’s surviving spouse under the form of benefit currently in effect.

6. Once the Fund makes it determination on the qualified status of the DRO, the Fund will notify the Participant and the Alternate Payee (or their designated representatives) of this determination and give instructions regarding the implementation of the QDRO. The Participant and Alternate Payee may be required to provide such information, and complete such forms and other documents, as would normally be required of the Participant prior to the payment of benefits under the Plan.

   If the DRO is determined *not* to be a QDRO, the Fund will notify both the Participant and the Alternate Payee (or their designated representatives) of this determination, and the method and time frame by which the Participant and the Alternate Payee may request a review of such determination. The parties may submit a revised DRO or submit a written request to the Fund office to review the determination that the DRO is not a QDRO.

7. In the event that the Fund receives a court-entered DRO pertaining to a Participant that is in pay status at the time of receipt, the Fund will segregate and withhold from the Participant's benefit the amounts awarded to the Alternate Payee in the DRO for up to 18 months pending determination of the "qualified" status of the DRO. However, the Fund will only withhold and segregate amounts that can be reasonably ascertained from the DRO. The Participant and the Alternate Payee will be advised of this action on the initial notice under Section 3 of these procedures. If the DRO is determined to be a QDRO, the withheld amounts will be released to the Alternate Payee upon the determination that it is a QDRO and completion of any necessary forms.

   If the DRO is determined not to be a QDRO and the Alternate Payee would be entitled to receive benefits immediately if the DRO were a QDRO, the Fund will continue to withhold the Alternate Payee's portion of the Participant's benefit for up to 60 days after the date of the notice to the parties that the DRO is not qualified. If, within this 60-day period, the parties submit a revised DRO and the Fund determines that it is qualified, the withheld amounts will be released to the Alternate Payee upon the determination that it is a QDRO.

If the parties do not submit a revised DRO within the 60-day period or submit a DRO that is determined not to be qualified, the withheld amounts will be released to the Participant upon the earlier of (1) the date the subsequent DRO is determined not to be a QDRO or (2) the expiration of the 60-day period.

If the qualified status of a DRO has *not* been determined within 18 months of the Fund's receipt of the original DRO, then any amounts withheld pursuant to this Section will be released to the Participant.

8. If a modified DRO is received by the Fund after the periods described in Section 7 expire, the Fund will send the Participant and the Alternate Payee a notice of the receipt of such order and will proceed in accordance with these procedures (starting with Section 3 above).

9. a. If the Alternate Payee dies before his/her benefits commence, the QDRO will have no effect and benefits will revert to the Participant, unless a contingent Alternate Payee is designated in a QDRO.

   b. If the QDRO awards the Alternate Payee the right to elect any form of payment allowed under the Plan based on his or her life expectancy, the Participant's death after the DRO is determined to be a QDRO by the Fund will not affect the Alternate Payee's benefit. If the Alternate Payee is awarded a share of the Participant's monthly benefit for as long as the Participant receives it, the Participant's death after the DRO is entered and determined to be a QDRO will terminate the Alternate Payee's benefit unless the QDRO provides otherwise.

   c. If the Alternate Payee dies after his/her benefits commence in the form based on his or her life expectancy, the Alternate Payee's benefit will not revert to the Participant. If the Alternate Payee dies after his/her benefits commence as a share of the Participant's monthly benefit for as long as the Participant receives it, the Alternate Payee's benefit will revert to the Participant unless the QDRO provides otherwise.

   d. A DRO that is entered after the death of the Participant whose benefit is the subject of the DRO will not fail to be a QDRO solely because it is issued after the death of the Participant.

10. In order to commence receiving benefits after a DRO has been entered by a court and qualified by the Fund, the Alternate Payee must notify the Fund of the request to commence benefits and must complete any necessary application forms and supply any documents requested by the Fund.

11. The Board of Trustees shall have complete authority, in its sole and absolute discretion: (1) to interpret the provisions of any DRO and determine any questions (legal or factual) arising in connection with the determination as to whether the DRO is a QDRO; (2) to construe the terms of these Procedures (and applicable Summary Plan Description and Plan documents relating to any determination to be made hereunder); and (3) to determine the

eligibility for, and the amount of, benefits due to a Participant or Alternate Payee under the Plan in connection with a QDRO. All such decisions shall be final and binding on all parties affected thereby.

12. The Board of Trustees reserves the right to amend any (or all) of the foregoing Procedures, in its sole and absolute discretion, at any time and from time to time, and the Board of Trustees has the authority to apply any such amendment retroactively to any QDRO to the extent deemed necessary to comply with Section 414(p) of the Code or Section 206(d) of ERISA.

    The Fund and the Board of Trustees shall be discharged from any obligation or liability to any Participant or Alternate Payee(s) to the extent of any payment made pursuant to a QDRO or these Procedures.

    If these Procedures are in conflict with any terms of the Plan documents, the terms of the Plan documents shall prevail in resolving the conflict.

UFCW-Giant Variable Annuity Fund

By: ___________________________
Union Trustee

Dated: __________________

By: ______________________________
Employer Trustee

Dated: ____________________