

Building Service 32BJ Supplemental Retirement Savings Plan

Procedures for Determining the Qualified Status of a Domestic Relations Order

I. Introduction and Fees

The Building Service 32BJ Supplemental Retirement Savings Plan (the “Plan”) is required to establish written procedures to determine whether a domestic relations order is a qualified domestic relations order (“QDRO”). The following plan procedures (“Procedures”) were prepared pursuant to Section 414(p) of the Internal Revenue Code of 1986, as amended (the “Code”) and Section 206(d) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

Under ERISA and the Code, the interest of a Plan Participant generally cannot be alienated or assigned to any other party. However, a QDRO may operate to cause such interest to be transferred to another person in certain limited circumstances. The Plan will recognize a divorce decree, separation agreement, property settlement, restraining order, garnishment, attachment, execution or levy as establishing the beneficial interest of a spouse, former spouse, child, or other dependent in the account balance of a Plan Participant if the Plan determines that it constitutes a QDRO.

These Procedures are used by the Plan to determine whether any judgment, decree or order, including an approved property settlement agreement, issued pursuant to state domestic relations or community property laws, which contains provisions for child support, alimony payments, or marital property rights of a spouse, former spouse, child, or other dependent of a Participant in the Plan (an “Order” or a “Domestic Relations Order”) constitutes a QDRO pursuant to ERISA and the Code.

As described further below, the Plan determines the value of accounts on specified effective dates. ***Please note that the Plan will not accept Orders that use a valuation effective date that is earlier than 7 years before the date that the Order is received by the Plan because no data is available to complete the valuation calculation.*** The Plan will reject any Order that is received with a valuation effective date more than 7 years before the date the Order is received by the Plan, and the parties will have to return to court to get an amended Order.

Depending on the valuation effective date specified in the Order and whether or not the parties require interest, gains and losses to be computed through the date of distribution, fees may apply as follows:

- Orders that use a valuation effective date on or after February 29, 2020, are processed with no fee.
- Orders that use a valuation effective date before February 29, 2020 (and not earlier than the 7-year limitation as stated above), and which require interest, gains and losses to be computed through the date of distribution are subject to a processing fee of up to \$150.

Fees are payable by the Participant or the Alternate Payee or may be shared by both. **Please note that no calculations will be performed until the Plan receives any applicable fees.**

It is strongly suggested that the parties and their legal counsel prepare their proposed Order pertaining to the Participant's benefits and submit it to the Plan at the earliest possible date so that the Plan can advise of any applicable fees and respond with comments on the proposed Order. The parties and their legal counsel should finalize the Order as promptly as possible after the Plan has responded with any comments on the proposed Order.

If the Participant should die before an Order is first entered by a court, the Plan may not be able to honor an Order to pay benefits to an Alternate Payee. The reason is that on the date of the Participant's death, rights to benefits may vest immediately in someone other than the Participant or the prospective Alternate Payee.

The Plan (and the Trustees and any other Plan fiduciaries and employees) shall be discharged from any obligation or liability to any Participant or Alternate Payee(s) to the extent of any payment made pursuant to an Order determined by the Plan to be a QDRO under these Procedures.

II. Notification of Receipt of a Domestic Relations Order

In the event the Plan receives a Domestic Relations Order, the Participant and the person named in the Order claiming an interest in the Plan ("Alternate Payee") will be notified (at the addresses provided in the Order) of the receipt of the Order. The Participant and the Alternate Payee will be provided with a copy of these Plan Procedures and will be notified of any determination with respect to the status of the Order or proposed Order.

In order to facilitate the efficient drafting and review of QDROs, the Plan will endeavor to provide a copy of these Procedures upon receipt of an initial inquiry about the process of submitting a Domestic Relations Order for a QDRO determination or upon receipt of a proposed Domestic Relations Order for an advance determination. A copy also will be provided upon the request of a Participant or prospective Alternate Payee (or either of their representatives).

Unless otherwise instructed in writing, these and all other notices required by law will be mailed to the Participant and Alternate Payee(s) at the address(es) specified in the Order or, if none, the last known address available to the Plan. The Participant and Alternate Payee(s) may designate representatives for service of notices.

III. Requirements of a QDRO

In order for the Plan to consider an Order to be a QDRO, it must meet the following requirements:

1. The Order is made pursuant to a state domestic relations law (including community property law).

2. The Order creates or recognizes an Alternate Payee's right to (or assigns to an Alternate Payee the right to) receive all or a portion of the Participant's Plan benefits. An "Alternate Payee" is defined as any spouse, former spouse, child, or other dependent of the Participant who is recognized in the Order as having a right to receive all (or a portion of) the benefits payable to the Participant under the Plan.

Since attorneys are not considered Alternate Payees, the Order may not require the Plan to make the distribution check payable to the attorney of the Participant or Alternate Payee(s) or otherwise to pay the fees of such attorneys. However, if, in the opinion of the Trustees or the Director of Compliance, an Alternate Payee is a minor or legally incompetent, an Order can require payment to someone with legal responsibility for the Alternate Payee (such as a guardian).

3. The Order clearly contains the following information:
 - a. The name, last known mailing address, and social security number of the Participant. The social security number may be provided to the Plan in a separate document in order to comply with state court rules to avoid placing such identifying information in the public record.
 - b. The name, mailing address, social security number and date of birth of each Alternate Payee. If an Alternate Payee is a minor, the name of the designated legal representative(s) must be identified. The social security number and date of birth may be provided to the Plan in a separate document in order to comply with state court rules to avoid placing such identifying information in the public record.
 - c. The amount or percentage of the benefits to be paid to each Alternate Payee (or the manner in which the amount or percentage is to be determined). Since the Plan determines the value of accounts only on specified "Effective Dates," an Order may not require the Plan to determine the value of an account as of another date.
Additionally, an Order may not require the Plan to determine the value of an account on a date that is earlier than 7 years before the date that the Order is received by the Plan.
 - d. The number of payments or the period to which the Order applies. Included in this requirement is the necessity that the Order specify when payments are to begin.
 - e. The name of each plan to which the Order relates.
4. The Order does not require the Plan to provide any of the following:
 - a. Any form or benefit option not otherwise available under the Plan.
 - b. Actuarially or otherwise increased benefits.

- c. Payment of benefits to the Alternate Payee that are required to be paid to another Alternate Payee under a separate order previously determined to be a QDRO.
5. A copy of an executed Order that is either certified by the clerk of the court or bears a stamp or other indication of successful electronic filing with the court is provided to the Plan. The Plan will accept certified or electronically filed copies of Orders for qualification as a QDRO. Upon request, the Plan will make an advance determination as to the status of a proposed Order, but such an Order will not be deemed a QDRO until the Plan has made a determination with respect to a court-certified or electronically filed copy.

As noted above, an Order must specify when payments begin. The commencement of payment of benefits under a QDRO will be subject to the following rules:

1. An Order may provide for payment of benefits to an Alternate Payee at any time prior to the Participant's separation from service (whether or not the Participant actually retires on that date).
2. The Plan permits payment to an Alternate Payee even if the Participant has not attained his earliest retirement age under the Plan.
3. Regardless of the terms of the Order, if the value of the Alternate Payee's benefits under the Plan is \$1,000 or less, distribution may be made immediately following the Plan's determination that an Order constitutes a QDRO.
4. An Alternate Payee is required to commence benefits as soon as administratively feasible after Alternate Payee's account is set up, but in no event later than April 1st of the calendar year following the later of the calendar year in which the Participant attains, or would have attained, age 70½ (age 72 for Participants who turn age 70 ½ after December 31, 2019, and age 73 for Participants who turn age 72 after December 31, 2022) and the calendar year in which the Participant retires.
5. Regardless of the terms of a QDRO, the Plan may require that an Alternate Payee properly apply (in accordance with Plan procedures), including, without limitation, by submitting a completed benefit application (on forms provided by the Plan) in order to commence benefit payments.
6. Nothing in these Procedures gives a Participant or Alternate Payee a right to receive a distribution at a time otherwise not permitted under the Plan.

IV. Determination of Whether a Domestic Relations Order Constitutes a QDRO

The Trustees have delegated to the Director of Compliance the authority to make the initial determination as to whether a Domestic Relations Order constitutes a QDRO. The Director of Compliance may request that legal counsel or a consultant review the Domestic Relations Order to assist the Director of Compliance in making such determination. Within a reasonable time

following receipt of a Domestic Relations Order, the Director of Compliance will review the Order to determine whether it is a QDRO. The Plan and Director of Compliance disclaim any disposition as to the jurisdiction of the court issuing the Order or as to the substance of state domestic relations law pursuant to which the Order is made.

1. If the Order is determined to be a QDRO: The Participant and Alternate Payee(s) will be notified in writing of such determination. The notice also may indicate to the parties the manner in which the Plan intends to interpret the QDRO, which interpretation will be binding on the parties. The QDRO will be given effect in accordance with its terms and the Plan's interpretation thereof.

Alternate Payee(s) may be requested to furnish an acknowledgement of the receipt of the notice of payment of benefits, a general release, a correct mailing address, and any other documents that the Trustees, in their sole and absolute discretion, deem necessary. The Participant and the Alternate Payee(s) also 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. Both Participants and Alternate Payee(s) must keep the Plan advised of any change in address or other identifying information.

2. If the Order is determined not to be a QDRO: The Participant and Alternate Payee(s) will be notified in writing of such determination. The notice will outline the issues that have caused the Order to be determined not to constitute a QDRO. Although an Order determined not to be a QDRO will not be conditionally qualified, the notice may set forth certain recommended modifications that likely will lead to the approval of the Order as a QDRO if it is revised consistent with those modifications and resubmitted to the Plan.

If the Order is determined not to be a QDRO, the Participant or Alternate Payee(s) may request a review of that determination by filing a written request with the Trustees, in accordance with the Plan's appeals procedure (the appeals procedures are set forth in the Plan's Summary Plan Description).

As of the date of adoption of these Procedures, the Plan has a model QDRO which is included with these Procedures. The model QDRO may be used to assist in the preparation of a QDRO. However, at no time will the Plan condition its determination of QDRO status on the use of any particular form.

V. Interpretation of a QDRO

The Director of Compliance shall have full authority to interpret, on behalf of the Plan, the provisions of any Order, determine any questions (factual or legal) arising in connection with the determination as to whether it constitutes a QDRO, and the manner in which the Order relates to the administration of the Plan. The determination of the Director of Compliance shall be conclusive (subject to any appeal filed pursuant to the Plan's appeals procedure, in which case the determination of the Trustees shall be conclusive).

The Director of Compliance may, but is not required to, consult with the parties and their counsel to clarify points of interpretation, but such communication will not be considered legal advice or recommendations to the parties. The Director of Compliance may (in their sole discretion), but is not required to, treat any interpretation of an Order agreed to by the parties as a binding interpretation of such Order. The Director of Compliance may (in their sole discretion), but is not required to, interpret an Order broadly to effect the intent of the parties.

1. Unless otherwise provided by a QDRO, the following rule will apply:
 - a. If the Alternate Payee dies before a distribution of benefits under the QDRO, the amount that would have been paid to the Alternate Payee shall be paid to the Alternate Payee's beneficiary properly designated and on file with the Plan or, if no beneficiary designation is on file with the Plan, according to the terms of the Plan.
2. Regardless of the terms of a QDRO, the following rules will apply:
 - a. If a QDRO requires the Plan to provide the Participant or the Alternate Payee with notices other than those that are required by law, this will not be binding on the Plan and will be disregarded.
 - b. If a QDRO provides that taxes will be borne by one party or the other, such provision will have no effect on the Plan and will be construed as an agreement between the parties. The Plan will withhold federal income taxes on any payment to an Alternate Payee, to the extent required by law, subject to the right of the Alternate Payee to elect a direct rollover. If the QDRO is submitted by an Alternate Payee to obtain child support payments, the taxes for such payments will be borne by the Participant.
 - c. The benefits assigned to the Alternate Payee will be taken pro rata from all sources. The Alternate Payee's benefit account, when established, will be invested in the same investments selected by the Participant until changed by the Alternate Payee.

VI. Restrictions on a Participant's Ability to take an Account Distribution

1. If the Plan receives an Order purporting to assign all or a portion of a Participant's account, and that Participant is currently receiving benefits under the Plan or applies for benefits, the Plan shall separately account for the amounts which would have been payable to the Alternate Payee during such period if the Order had been determined to be a QDRO. If, within 18 months after the first payment to an Alternate Payee would have been due under the Order, the Order (or a modification thereof) is determined to constitute a QDRO, the Plan shall pay the segregated amounts to the person or persons entitled thereto under the QDRO.
2. If within the 18-month period described above it is determined that the Order is not a QDRO, the issue as to whether the order is a QDRO is not resolved, or the parties are unable to submit an amended Order that qualifies as a QDRO, the Plan shall pay the segregated amounts to the person or persons who would have been entitled to them had

there been no Order.

3. Any Order that is determined to be a QDRO after the expiration of the 18-month period set forth above shall be applied prospectively only. Note, however, that if the Participant receives a full distribution of the Participant's account and no benefit remains to be assigned, no Order will be accepted by the Plan as a QDRO.
4. If the Participant applies for a distribution and the Plan receives notice, or has previously received notice, that a QDRO is being sought (by, for example, receipt of a proposed Order or request for account balance information to prepare a QDRO) prior to payment, the Plan may delay the payment of benefits to the Participant for a reasonable period of time (except to the extent that payment is otherwise required by law). If the Plan delays payment of the Participant's benefits, it will notify the Participant and the prospective Alternate Payee of the delay. If the parties do not contact the Plan within 60 days following the date that the Plan implements a delay of the Participant's benefits, the Plan will write to the Participant and prospective Alternate Payee and give them an additional 30 days to provide the Plan with an Order entered by a court or other written documentation concerning the status of the proposed Order. Upon receipt of an Order entered by a court, the Plan will follow the procedure in paragraph 1 above. If the Plan does not receive an Order entered by a court, or other written documentation, within 30 days from the date of the letter, the Plan will no longer delay payment of the Participant's benefits, instead, the Plan will permit distribution of the Participant's account (unaffected by the notice that a QDRO is being sought) to the Participant. The Plan will notify the Participant and prospective Alternate Payee that the Participant's benefits are being distributed.

VII. Advance Determinations of Proposed Orders

Prior to obtaining the court's approval of an Order, a Participant or Alternate Payee may furnish the Plan with a copy of the proposed Order for the advance review of its qualified status. While advance determination requests are not required, the Plan encourages these requests to reduce administrative burdens and reduce the likelihood that an Order will be rejected by the Plan.

VIII. Assistance from the Plan

1. General Plan Information: General information about the Plan and its benefits, such as summary plan descriptions and Plan documents, are available to prospective Alternate Payees (or their legal representatives) from the Plan upon request. The parties may access this information at www.32bjfunds.org or request this information from the Director of Compliance or Member Services at 1-800-551-3225.
2. Information About a Participant's Benefits: Information about a Participant's benefits will only be released to prospective Alternate Payees (or their representatives) in the following circumstances:
 - a. The Participant provides authorization for such release.

- b. There is a court order (such as a subpoena) requiring the Plan to produce such records.

All responses to inquiries regarding the financial data of a Participant will be in writing with copies sent to the Participant and the prospective Alternate Payee, or their respective representatives.

3. Consultation in the Preparation of QDROs: The Director of Compliance is prepared to consult with the Participant and the Alternate Payee(s) to ensure that Orders are handled efficiently and expeditiously. However, Participants and Alternate Payees (as well as their representatives) cannot rely on the Plan or any of its employees or agents for legal advice. The Plan only will provide factual information concerning benefits and the terms of the Plan. If Participants or Alternate Payees (or their representatives) are unsure as to the legal requirements for a QDRO, they should consult legal counsel.
4. Following Approval of a QDRO: An Alternate Payee is considered a beneficiary under the Plan for the purposes of ERISA. Accordingly, to the extent required by ERISA, the Alternate Payee will be furnished documents required to be provided to Participants and beneficiaries.

IX. Miscellaneous

The Trustees (or their authorized delegate, including, without limitation, the Director of Compliance) shall have complete authority, in their sole and absolute discretion, to construe the terms of these Procedures (and applicable Plan documents relating to any determination to be made hereunder) and 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 (subject to the appeals procedures set forth in the Plan's Summary Plan Description).

The Procedures may be modified from time to time in order to comply with changes in the operation of the Plan and/or any changes in applicable law. The Trustees shall have full authority to amend the Procedures and any change or amendment may be applied retroactively to any QDRO to the extent deemed necessary by the Trustees to comply with any regulations interpreting Section 414(p) of the Code or Section 206(d) of ERISA. If the Procedures are in conflict with any terms of the Plan, the terms of the Plan shall prevail in resolving such conflict.

Building Service 32BJ Supplemental Retirement Savings Plan

This sample domestic relations order is expressly provided for informational use only. Neither the Board of Trustees, nor the Director of Compliance, nor any of the officers, employees, or agents of the Plan assumes any responsibility or liability for any harm or damages, financial or otherwise, resulting from the use of this sample. Further, use of this sample domestic relations order does not obligate the Board of Trustees or the Director of Compliance to approve or qualify any proposed domestic relations order that conforms to this sample. In the event of a conflict between the terms of this sample domestic relations order and the terms of the Building Service 32BJ Supplemental Retirement Savings Plan, the terms of the Building Service 32BJ Supplemental Retirement Savings Plan shall prevail.

The use of this sample domestic relations order may expedite the process of determining the qualified status of an Order and may help ensure that the provisions of the Order conforms to the Plan and the Plan's rules. An individually prepared domestic relations order may take longer for the Plan to review.

In the event that you intend to have a proposed domestic relations order reviewed prior to submission to a court, please forward the proposed order to the Director of Compliance.

**Please note: The Plan can only segregate money for the Alternate Payee in one of two ways: a flat dollar amount or a percentage of the Participant's account as of an effective date. As noted in the QDRO Procedures, the Plan will not accept Orders that use a valuation effective date that is earlier than 7 years before the date that the Order is received by the Plan, and the Plan will reject any such Order. If needed, the Plan can provide the parties with the balance as of an effective date within the last 7 years to assist the parties in determining the flat dollar amount or percentage of the Participant's account to be assigned to the Alternate Payee.*

Sample Domestic Relations Order

It is the intent of the Court that the provisions of this domestic relations order ("Order") operate as an effective assignment of the Participant's interest in the Building Service 32BJ Supplemental Retirement Savings Plan set forth below to the Alternate Payee under both state and federal laws, for all purposes, and constitute a Qualified Domestic Relations Order ("QDRO") in compliance with Section 414(p) of the Internal Revenue Code of 1986, as amended ("Code") and Section 206(d)(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

1. Plan: This Order shall apply to the Building Service 32 BJ Supplemental Retirement Savings Plan ("Plan"). The Plan Administrator is the Board of Trustees, c/o the Director of Compliance, Building Service 32BJ Benefit Funds, 25 West 18th Street, New York, NY 10011.
2. The Participant is:
Mailing Address:
Social Security Number:

[The social security number may be provided to the Plan in a separate document in order to comply with state court rules to avoid placing such identifying information in the public record.]

3. The Alternate Payee is:
Mailing Address:
Social Security Number:
Date of Birth:

[The social security number and date of birth may be provided to the Plan in a separate document in order to comply with state court rules to avoid placing such identifying information in the public record.]

The Alternate Payee is instructed to keep the Plan advised of any change of current mailing address or name by calling Member Services at 1-800-551-3225 or mailing written notice to Plan Administrator, c/o Director of Compliance, Building Service 32BJ Benefit Funds, 25 West 18th Street, New York, NY 10011.

The Alternate Payee is the *[insert applicable party – spouse, former spouse, child, or other dependent]* of the Participant.

[Choose one Paragraph 4.] Note: These are the only methods by which the Plan can segregate money for the Alternate Payee.

4. The Alternate Payee is awarded \$ _____ from the Participant’s account in the Plan. A separate account shall be established for the Alternate Payee. Payment of these funds shall be made to the Alternate Payee as soon as administratively feasible following receipt of the appropriate Plan distribution form.

In the event that the amount specified above equals or exceeds the Participant’s total account balance valued as of the date of distribution to the Alternate Payee, the Plan shall pay the Alternate Payee 100% of the Participant’s account balance valued as of the date of distribution to the Alternate Payee.

[or]

4. The Alternate Payee is awarded _____% from the Participant’s account to be valued as of *[insert effective date*]*. A separate account shall be established for the Alternate Payee. Payment of these funds shall be made to the Alternate Payee as soon as administratively feasible following receipt of the appropriate Plan distribution form.

[*The Drafter should insert the appropriate effective date, i.e., the date of divorce, the date of separation, or other date agreed on by the Parties. As noted in the QDRO Procedures, the Plan will not accept Orders that use a valuation effective date that is earlier than 7 years before the date that the Order is received by the Plan, and the Plan will reject any such Order.]

5. If the Alternate Payee dies before a distribution of benefits under this Order, the amount that would have been paid to the Alternate Payee shall be paid to the Alternate Payee’s beneficiary properly designated and on file with the Plan or, if no beneficiary designation is on file with the Plan, according to the terms of the Plan.

6. The benefits hereby assigned to the Alternate Payee shall be paid to the Alternate Payee, notwithstanding the Participant's continued participation in the Plan, in accordance with the Alternate Payee's election and the terms of the Plan.
7. All benefits payable under the Plan other than those payable to the Alternate Payee shall be payable to the Participant in such manner and form as the Participant may elect in their sole discretion, subject only to Plan requirements.
8. Nothing contained in this domestic relations order shall be construed to require the Plan or the Plan Administrator:
 - a. To provide to the Alternate Payee any type or form of benefit, or any option, not otherwise available under the Plan, or
 - b. To pay any benefits to the Alternate Payee which are required to be paid to another alternate payee under another domestic relations order previously determined by the Plan Administrator to be a Qualified Domestic Relations Order, or
 - c. To require the Plan to provide actuarially or otherwise increased benefits.
9. In the event of a conflict between the terms of this QDRO and the terms of the Plan, the terms of the Plan shall prevail.
10. This QDRO continues to be effective with respect to any successor or transferee plan, including any plan into which the Plan is merged.
11. It is expressly understood by and between all parties that benefits will be payable to the Alternate Payee pursuant to this Order only if the Participant is entitled to a distribution from the Plan. Should the Participant have a zero dollar account balance, then this Order requires no payment be made to the Alternate Payee by the Plan.
12. This Order, after entry and execution by all parties, shall be submitted to the Plan Administrator, who shall determine whether the Order constitutes a Qualified Domestic Relations order for purposes of the Plan. If the Plan Administrator concludes that the Order is qualified, then the Plan shall honor the Order in accordance with ERISA section 206(d). The Plan Administrator shall be entitled to rely on this Order in payment of benefits to the Alternate Payee and shall be held harmless from any action by the Participant or by any other party arising from the payment of benefits to the Alternate Payee.
13. By affixing their signatures hereto, the Participant and the Alternate Payee, and their respective Counsel, signify their agreement with the division of benefits set forth herein and specifically agree to waive any claim against the Plan Administrator relating to payment of benefits, so long as payment is made in compliance with the terms of this Order.

14. The Plan Administrator may unilaterally modify any term of this QDRO to the extent necessary to comply with applicable law. However, should any portion of this Order be rendered invalid, illegal, unconstitutional, or otherwise incapable of enforcement, or should any of the procedural matters herein ordered need to be adjusted to accomplish the objectives of this Order, the court reserves jurisdiction to make such adjustment in this order as will effect the intent of the parties as manifested herein.
15. A certified or electronically filed copy of this domestic relations order shall be served upon the Plan Administrator.

Dated this ____ day of _____, 20__.

Signature of Judge

Participant's Signature

Alternate Payee's Signature

(If applicable) Name and Address and
Signature Attorney for Participant

(If applicable) Name and Address and
Signature Attorney for Alternate Payee