

COBRA SERVICES AGREEMENT

This Agreement, herein "the Agreement" entered into between Aetna Life Insurance Company, herein "Aetna" and Webb County, herein the "Customer".

WHEREAS:

1. The Customer, in connection with the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), is providing or may be required to provide certain employees and dependents herein "Qualified Beneficiaries", with continuation of health benefits under its Plan; and
2. The Customer desires to contract with Aetna for certain notification, collection and direct payment services on its behalf in connection with the COBRA continuation of health benefits under the Plan.

NOW THEREFORE, Aetna and the Employer agree as follows:

ARTICLE I DUTIES OF THE PARTIES

Aetna Responsibilities

1.1 The Customer hereby appoints Aetna, and Aetna agrees to provide, administrative services as agreed to between the parties (the "Services"). Such Services shall be performed in a good and workmanlike manner consistent with industry standards.

1.2 Aetna shall, at its expense, maintain adequate and necessary records on each Participant related to the Services. The Customer shall furnish Aetna with all information necessary for the preparation of such records. Aetna shall not be responsible for verifying the accuracy or completeness of the information provided by the Customer.

1.3 At no time shall Aetna provide legal, tax or accounting advice or services in connection with any Customer-sponsored employee benefits. The Customer shall be responsible for obtaining any legal, tax or accounting advice they deem advisable in connection with any Customer-sponsored employee benefits from their counsel or advisor.

1.4 Aetna shall hold all funds received from the Customer, Participant or on behalf of a Participant as applicable, in an account established for such purpose at a financial institution of Aetna's choosing. Aetna shall pay all fees associated with said account.

1.5 During the term of this Agreement, Aetna shall maintain the following insurance: (i) professional liability insurance (*One Million Dollars* (\$1,000,000) per occurrence; *Two Million Dollars* (\$2,000,000) aggregate); and (ii) crime insurance (*One Million Dollars* (\$1,000,000) per occurrence; *Two Million Dollars* (\$2,000,000) aggregate).

Customer's Responsibilities

1.6 The Customer shall be responsible for any delay in the performance of the Services caused by the failure of the Customer to promptly furnish information or funds, as required, to Aetna.

1.7 The Customer shall provide Aetna with complete and accurate information including, but not limited to, proper accounting of all Participants, specific coverages and changes and corrections thereto. Aetna shall not be liable for any and all claims, damages, losses or expenses suffered or incurred as a result of any inaccurate or incomplete information furnished by Customer to Aetna.

1.8 The Customer is responsible for maintaining reasonable internal control mechanisms as they relate to the Services that Aetna provides, including, but not limited to:

(a) The Customer having its own administration functions and controls so users are removed promptly when they no longer need access to system resources.

(b) The Customer having controls to ensure that all Aetna-generated reports and information received from Aetna are reviewed for accuracy and Participant activity on a timely basis, with any inaccuracies or discrepancies being communicated in writing to Aetna no later than thirty (30) days after such report or information is first generated by Aetna.

(c) The Customer having controls to ensure that any erroneous data is re-submitted to Aetna within thirty (30) days from the time it is first inputted erroneously.

(d) The Customer reconciling all cash activity to Aetna-generated reports as soon as reasonably possible (and in any event within ten (10) days after such report is first delivered by Aetna to the Customer). Customer shall advise Aetna in writing of any discrepancies or inaccuracies in connection with such reconciliation within twenty (20) days thereafter.

(e) Notwithstanding any term herein to the contrary, Aetna shall in no event be liable or otherwise responsible for any and all claims, damages, losses and expenses arising out of or otherwise related to Customer's failure to notify Aetna in writing of any discrepancies or inaccuracies in any information, report or data provided by Aetna, within thirty (30) days after such information, report or data is first provided by Aetna.

ARTICLE II PAYMENTS

2.1 The Customer agrees to pay Aetna the amounts set forth in the Fee and Expense Exhibit.

Such amounts are payable via an ACH debit which shall be initiated by Aetna ten (10) days after the invoice is delivered to the Customer. Aetna shall initiate the ACH debit against an account designated for this purpose by the Customer. This may be the same account designated for ACH funding, or may be a unique account, at the Customer's discretion.

Customer shall promptly review and verify the accuracy of each invoice and notify Aetna in writing of any inaccuracy or discrepancy with respect to any amount referenced therein within sixty (60) days after receipt of such invoice, failing which such invoice shall be deemed final, complete and correct for all purposes. Any payments which are not timely paid hereunder shall, at the option of Aetna, bear interest at a rate of prime plus one percent (1%) as allowed by Texas Government Code §2251.025.

If, during the term of this Agreement, any tax (other than taxes based on the net income of Aetna) or any other assessment or premium charge, shall be assessed against Aetna with respect to the Services or this Agreement, Aetna shall report the payment of such amount to the Customer and the Customer shall pay such amount directly (or reimburse Aetna for the same, at Aetna's option).

2.2 Nothing in this Article shall prohibit Aetna from performing any service not enumerated in this Agreement for a reasonable fee. Any such service and corresponding fee shall be provided only if agreed to by the Customer and Aetna in writing, in advance of such performance.

2.3 If the Customer, for any reason whatsoever, fails to make a required payment on a timely basis, Aetna may (in addition to its other rights and remedies), suspend the performance of the Services until such time as the Customer makes the proper remittance and otherwise delivers adequate assurance to Aetna, as reasonably determined by Aetna, concerning the Customer's performance hereunder. Aetna shall use reasonable efforts to provide the Customer with up to three (3) days prior written notice of its intention to take such action.

ARTICLE III DURATION OF THIS AGREEMENT

3.1 This Agreement shall have an Initial Term of three (3) years and Effective Date of 1/1/2017. This Agreement shall automatically renew for succeeding twelve (12) month periods thereafter; provided, this Agreement may be terminated by either party following the end of the Initial Term or any twelve (12) month period thereafter, if a party has given at least ninety (90) days' prior written notice of termination to the other party prior to the commencement of the first renewal term or any subsequent renewal term, as applicable.

Except as referenced on the applicable Fee and Expense Exhibit, the amounts set forth on the applicable Fee and Expense Exhibit shall remain unchanged during the Initial Term of the Agreement; thereafter the fees will be subject to change by Aetna, so long as Aetna has provided the Customer with at least ninety (90) days prior written notice of such change.

ARTICLE IV TERMINATION OF THIS AGREEMENT

4.1 In the event of a material breach by Aetna of the terms hereof, the Customer shall provide Aetna with written notice and an opportunity to cure the breach within thirty (30) days thereafter. If Aetna does not cure the breach within such time period, this Agreement shall, at the option of the Customer, terminate upon written notice to Aetna within ten (10) days thereafter.

4.2 This Agreement shall, at the option of Aetna, terminate in the event of:

- (a) The Customer's failure to pay the amounts referenced in the applicable Fee and Expense Exhibit by the due date;
- (b) Commencement of a bankruptcy proceeding of the Customer or the insolvency of the Customer;
- (c) Failure of the Customer to promptly deliver any data necessary for the proper performance of Aetna's duties hereunder within five (5) days following the request therefore;
- (d) Merger, sale or consolidation of the Customer, unless written consent has been given by Aetna to continue Services in advance of such event;
- (e) The enactment or change of any law or regulation which makes the continuance of this Agreement illegal or commercially impracticable; or

(f) Any other breach of this Agreement by the Customer which is not cured (if curable) within thirty (30) days following written notice from Aetna.

4.3 In the event of the termination of this Agreement, Aetna shall complete the processing of all reimbursement requests received by Aetna which are due and payable prior to the termination of this Agreement, provided that, Aetna shall have no obligation to complete the processing of any such requests if the Customer has failed to provide funds for the reimbursement requests or payment or the Customer has otherwise failed to pay any other amounts owed to Aetna hereunder. Aetna shall have no obligation to process requests for reimbursement or payments presented after the termination date. All payments made in accordance with Section 4.3 shall under all circumstances continue to be the sole responsibility and liability of the Customer.

4.4 Upon termination of this Agreement, Aetna shall, upon written request, deliver to the Customer, within a mutually agreed upon timeframe, a complete and final accounting as it relates to this Agreement. All books and records in Aetna's possession with respect to the Services provided, any claim files, and any reports and other papers pertaining to the Services will be maintained by Aetna for a period of seven (7) years following their processing hereunder. All administration systems, computer systems and software developed by Aetna in connection with the Services performed hereunder constitute the sole property of Aetna and shall be retained by Aetna upon the termination of this Agreement. The Customer hereby disclaims any interest in or to such items.

ARTICLE V

INDEMNITY/DAMAGE LIMITS/MISCELLANEOUS

5.1 Aetna is not and shall not under any circumstances be deemed the "Customer," a "named fiduciary" or a "fiduciary" of any Customer plan, as defined in the Employee Retirement Income Security Act of 1974, as amended, or for any other purpose under any federal, state or local law applicable to or otherwise affecting or regulating any Customer-sponsored employee benefits, and the Customer acknowledges such fact and otherwise releases and discharges Aetna from any such obligation, position or role. Aetna shall not be required to advance its funds for the reimbursement requests or payments under any Customer plan. Aetna shall not be considered the insurer or underwriter of the liability of the Customer to provide benefits for the Participants. The Customer shall have the sole responsibility and liability for the payment of all reimbursement requests. The Customer shall also be responsible for all expenses incident to or otherwise related to the operation of any Customer plan.

5.2 Aetna makes no commitment or guarantee that any amounts paid to or for the benefit of a Participant will be (or continue to be) excludable from the Participant's gross income for federal, state or local tax purposes. It shall be the obligation of each Participant to determine whether a payment under the Services provided is excludable from the Participant's gross income for federal, state and local tax purposes. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous agreements and discussions (whether written or oral) relating to the subject matter hereof. In the event of a conflict between any of the provisions of this Agreement, such conflict shall be resolved in favor of the more specific provision over a more general provision. No terms that are additional to or different from the terms of this Agreement (including, without limitation, the terms of any purchase order) shall be binding on either party hereto. This Agreement shall be governed by the internal substantive laws of the State of Texas. IN NO EVENT SHALL EITHER PARTY BE LIABLE OR OTHERWISE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND ATTORNEYS' FEES, REGARDLESS OF THE NATURE OR BASIS OF THE

CLAIM AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Aetna' MAXIMUM LIABILITY TO THE CUSTOMER OR ANY PARTICIPANT FOR ANY CLAIMS, DAMAGES, LOSSES OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING UNDER THIS AGREEMENT), REGARDLESS OF THE NATURE OR BASIS OF THE CLAIM, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY THE CUSTOMER TO Aetna DURING THE PRIOR TWELVE (12) MONTHS. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY OR EXCLUSION OF DAMAGES IS INTENDED TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY Aetna TO THE CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE REMEDIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

5.3 The failure of either party to strictly enforce any provision of this Agreement shall not be deemed to be a waiver of such provision (or of any other provision of this Agreement), nor shall such failure be deemed to be a waiver of any subsequent breach of such provision (or any other provision of this Agreement). No waiver of any provision of this Agreement shall be binding upon any party unless it is in writing and executed by both parties.

5.4 Any litigation involving any claim (whether legal or equitable) which relates to or arises from the subject matter of this Agreement shall be brought exclusively in the appropriate state or federal courts located in Texas.

Each party hereby: (a) consents to submit itself to the exclusive personal jurisdiction of such state or federal courts; (b) expressly agrees to waive all challenges to the jurisdiction of and venue in such courts based on lack of jurisdiction and/or inconvenient or improper venue; and (c) agrees that it will not bring any action relating to the subject matter of this Agreement in any court other than the foregoing courts. The parties agree that venue lies exclusively in Webb County, Texas.

5.5 Customer shall be in default hereunder if, without Aetna express prior written consent, Customer becomes affiliated (either directly or indirectly) with a competitor of Aetna or its parent or affiliates. Aetna' consent hereunder may be withheld in Aetna' sole and absolute discretion.

5.6 It is expressly agreed that the parties intend by this Agreement to establish between themselves the relationship of independent contractors. This Agreement is not intended to and shall not be construed to create between the parties, any affiliate relationship, partnership, joint venture, employment relationship, agency, fiduciary or other special relationship. The provisions of this Agreement are only for the benefit of the parties hereto and not for any other person. This Agreement shall not provide any third person with any remedy, claim, reimbursement, cause or action or other right.

5.7 Aetna will not be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond Aetna' reasonable control, so long as Aetna uses commercially reasonable efforts to avoid or remove such causes of non-performance.

5.8 If any part of this Agreement is found to be illegal, unenforceable, or invalid, such part shall be severed from this Agreement and the remaining provisions of this Agreement will remain in full force and effect.

5.9 This Agreement may not be amended or otherwise modified other than by a written instrument signed by the Customer and Aetna.

5.10 ANY CLAIM OR CAUSE OF ACTION ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT MUST BE COMMENCED WITHIN TWO (2) YEARS FROM THE TIME IT FIRST ACCRUED, UNLESS OTHERWISE PROVIDED FOR AND ALLOWED UNDER TEXAS LAW, OR WILL BE FOREVER BARRED.

5.11 All notices will be delivered by first class mail (postage pre-paid) or by overnight commercial delivery service (pre-paid) or delivered by hand to the party at their address listed below:

If to Aetna;
Aetna Life Insurance Company
151 Farmington Avenue, RW52
Hartford, CT 06156-3124
Attention: PayFlex COBRA Department

If to Customer:
Webb County
1110 Washington St. Suite 204
Laredo, TX 78040
Attn: Alexandra Colessides

5.12 Aetna agrees to assist the Customer as a business associate in complying with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64) and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 as they relate to the obligations of a business associate, and to this end, Aetna and Customer agree to execute a form of "Business Associate Agreement" mutually agreed to by both Parties in connection with the Services performed hereunder.

ARTICLE VI

DUTIES OF THE PARTIES

6.1 Aetna shall undertake its obligations hereunder as directed by (and in accordance with instructions provide by) the Customer. Aetna shall at no time exercise any discretionary authority or control respecting the management or administration of the Plan(s), or the management or disposition of any Plan assets. On all matters involving the exercise of discretion, Aetna shall seek direction from the Customer. The Customer acknowledges that the timeliness of providing information and direction to Aetna is critical to the successful completion of the services. All employee data and other relevant information will be supplied to Aetna in a timely and accurate manner using a pre-approved Aetna format. Aetna is not responsible for the actions of the Customer in processing or interpreting data provided by the Customer or the Customer's failure to provide the necessary data.

Aetna agrees to provide the following services and Customer agrees to provide all information and data as needed.

ARTICLE VII

INITIAL/GENERAL COBRA NOTICE

7.1 Customer will notify Aetna in writing within thirty (30) days of new enrollees in a group health plan subject to COBRA, which notice will specify:

- (a) the date and type of enrollment;
- (b) the names and addresses of each new qualified beneficiary(ies), and
- (c) the names and addresses of family members of qualified beneficiary(ies),.

7.2 Within ten (10) business days after Aetna receives the notice described in paragraph 2.1 above, Aetna will send with proof of mailing, a letter notifying the appropriate qualified beneficiary(ies) of their right to COBRA continuation coverage upon the occurrence of a qualifying event.

7.3 If agreed to between Aetna and the Customer in writing, Aetna shall also include a "HIPAA Notice of Privacy Practices" statement on behalf of the Customer. The notice shall be drafted by the Customer and provided with the initial COBRA notice described above.

ARTICLE VIII

QUALIFYING EVENT NOTICE

8.1 Customer will notify Aetna in writing within thirty (30) days of a qualifying event occurring, which notice will specify:

- (a) the date and type of qualifying event (as set forth in Code Section 4980B(f)(3)(A) through (F));

- (b) the names, social security numbers, addresses and birth dates of all qualified beneficiaries (and the covered Participant if not a qualified beneficiary) and their relationship to each other and to the covered Participant; and

- (c) the specific group health plan(s) and combinations of such plans under which the qualified beneficiaries are entitled to COBRA continuation coverage; and

8.2 Within ten (10) business days after Aetna receives the notice described in paragraph 8.1 above, Aetna will send, with proof of mailing, a letter notifying the appropriate qualified beneficiary(ies) of their right to COBRA continuation coverage, along with an election form specifying the group health plan(s) and the cost of coverage thereof to such qualified beneficiaries.

ARTICLE IX

NOTICE TO QUALIFIED BENEFICIARIES OF ENROLLMENT

9.1 Within ten (10) business days after Aetna receives a properly completed and signed election form for COBRA continuation coverage and initial payment from the qualified beneficiary(ies), Aetna will send payment coupons or invoice to such qualified beneficiary(ies), provided the election form was returned to Aetna by the qualified beneficiary within sixty (60) days of the date the election form was mailed to the qualified beneficiary, or the loss of coverage date, whichever is later. The initial premium must be postmarked within forty five (45) days after the COBRA election. Aetna will also provide a method for automatic electronic premium payment from a qualified beneficiary's checking or savings account.

9.2 If Aetna receives an election form for COBRA continuation coverage after such sixty (60) day period has expired, Aetna will provide the affected qualified beneficiary(ies) with a notice of unavailability of coverage. Such notice shall be provided within ten (10) business days after Aetna receives the late election form.

ARTICLE X
NOTICE OF SUBSEQUENT QUALIFYING EVENT

10.1 Qualified beneficiary(ies) must notify Aetna in writing within sixty (60) days of a subsequent qualifying event, which notice will specify:

(a) Name and address of the COBRA Participant entitled to extend the period of COBRA continuation coverage up to 36 months due to a second qualifying event; and

(b) The type of qualifying event.

10.2 Within ten (10) business days after Aetna receives the notice described in paragraph 10.1 above, Aetna will send, by proof of mailing, a letter notifying the appropriate qualified beneficiary(ies) of their right to such extended COBRA continuation coverage, along with an election form specifying the group health plans and the cost of coverage thereof. Aetna will provide the affected qualified beneficiary(ies) with a notice of unavailability of coverage if the event does not qualify as a subsequent qualifying event.

ARTICLE XI
NOTICE OF TOTALLY DISABLED QUALIFIED BENEFICIARIES

11.1 Qualified beneficiaries must notify Aetna within sixty (60) days of the date they receive a determination letter regarding total disability. By providing Aetna with this letter, the qualified beneficiary certifies that the qualified beneficiary is entitled to up to 29 months of COBRA continuation coverage.

11.2 Within ten (10) business days after receiving the foregoing letter, Aetna will determine the qualified beneficiary's ability to extend coverage as described in Code Section 4980B(f)(2)(B)(i). Upon determination, Aetna will send a letter notifying the totally disabled qualified beneficiary of their ability to extend the maximum period of continuation coverage to 29 months. Aetna will also provide notice to the disabled qualified beneficiary of the increase in premiums to 150% for months 19 through 29 if the Customer elects to charge the additional 48%. Aetna will provide the affected qualified beneficiary with a denial notice if it is determined that the qualified beneficiary is unable to extend coverage.

ARTICLE XII
NOTICE OF EXPIRATION OR TERMINATION OF COBRA CONTINUATION COVERAGE

12.1 Aetna will notify COBRA Participants of the date of termination of their COBRA continuation coverage within ten (10) business days following the date Aetna learns of one or more of the following reasons for termination of COBRA continuation coverage:

(a) failure of the COBRA Participant to timely pay the correct premium for COBRA continuation coverage;

(b) coverage of the COBRA Participant under another group health plan, if such plan does not contain any exclusions or limitations with respect to any pre-existing condition of the COBRA participant;

(c) expiration of the maximum period for COBRA continuation coverage; or

(d) the Customer ceasing to provide any group health plan to any Customer employees and all of its commonly controlled trades or businesses (within the meaning of Code Section 414).

12.2 If the reason for notice is the expiration of the maximum period for COBRA continuation coverage, a notice of conversion rights (if available) shall be sent 180 days prior to expiration of COBRA continuation coverage.

ARTICLE XIII

PREMIUMS FOR COBRA CONTINUATION COVERAGE

13.1 COBRA Participants shall make premium payments, for COBRA continuation coverage and who have made a valid election of COBRA continuation coverage, via mail to Aetna; electronic funds transfer through the Participant's bank to Aetna; or online through the Aetna website. Alternatively, Aetna may accept payments on behalf of the COBRA Participant from other third-parties. Aetna shall deposit such funds received from COBRA Participants into a custodial account established for such purpose at a financial institution of Aetna's choosing. Any interest generated on such account shall be used to pay the fees of the financial institution with respect to such account. To the extent that such interest is not sufficient to pay such fees, Aetna shall pay such fees. To the extent that such interest is in excess of such fees, Aetna shall be entitled to retain such interest. Premium payments collected by Aetna belong to the Customer, except that Aetna shall retain the surcharge administrative fee paid by such COBRA Participants. Aetna shall act solely as an administrative collection agent for the Customer in collecting premium payments and will remit payments to the Customer, appropriate insurance carrier, or other entity directed by the Customer by the 15th day of the month following the month in which payment was received.

13.2 When premium payments are received at Aetna, Aetna will notify the appropriate insurance carriers /administrators of eligibility changes including new enrollees or terminations. When premium payments are received by the Customer, the Customer is responsible to notify appropriate insurance carriers/administrators of eligibility changes including new enrollees or terminations.

13.3 If the premium payment is deficient by an amount that is no greater than \$50 or 10% of the COBRA premium amount required for that coverage period, Aetna will notify the qualified beneficiary of the deficient amount and provide him or her with a reasonable period of time (not to exceed thirty (30) days) in which to make the payment as described in 26 C.F.R. §54.4980B-8, Q/A-5(d).

13.4 Aetna will provide the Customer with a monthly summary employer census report, COBRA participant payment and refund report, COBRA participant paid through report, deficient payment report and an address update report. The Customer will notify Aetna of any errors or corrections in such reports within thirty (30) days following delivery by Aetna.

13.5 If Aetna receives written notice from the Customer of an increase in the premium amount for COBRA continuation coverage, and such notice specifies the effective date of the increase (which must be at least thirty (30) days after such written notice to Aetna), Aetna will notify the affected COBRA participants of the amount and effective date of the increase within thirty (30) business days following Aetna's receipt of such written notice from the Customer.

ARTICLE XIV

ANNUAL OPEN ENROLLMENT SERVICE

14.1 Where agreed upon between Aetna and the Customer, Aetna shall assist the Customer in notifying COBRA Participants of open enrollment rights. Customer shall provide benefit material to Aetna at least sixty (60) days prior to the open enrollment period.

14.2 Aetna will send a letter notifying the COBRA Participant of their open enrollment options. This mailing shall include enrollment forms and benefit communication material as provided by Customer.

14.3 The Customer will provide Aetna with a completed open enrollment document. Upon receipt of the completed open enrollment document from the Customer, Aetna will process the documents and notify the carrier(s) of any change in the enrollment status.

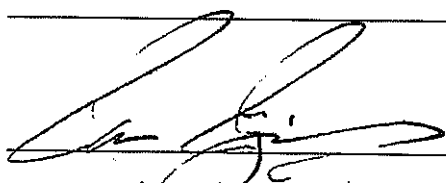
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized to do so.

[Customer]

Dated at:

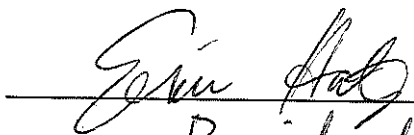
11/5/17
(DATE)

By:


Webb County Judge
(Official Title)

Aetna LIFE INSURANCE COMPANY

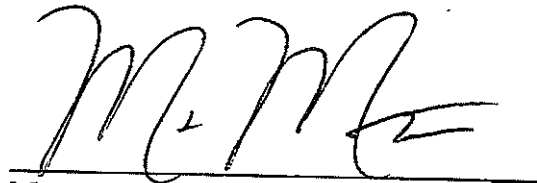
By:


President
(Official Title)

ATTESTED TO:


Margie Ibarra
Webb County Clerk




Marco A. Montemayor
Webb County Attorney

*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).