

CONSULTING AGREEMENT

This Consulting Agreement (this “**Agreement**”) is made by and between Gallagher Benefit Services, Inc., (“**Gallagher**”), a Foreign For Profit Corporation, 12750 Merit Drive, Suite 1000, Dallas, Texas 75251 and Webb County, a political subdivision of the State of Texas, acting through its Commissioners Court (“**Client**”), 100 Houston Street, Laredo, Texas 78040 (hereinafter “**Client**”).

Client wishes to enter into a consulting relationship with Gallagher on the terms and conditions set forth in this Agreement, and Gallagher is willing to accept such a consulting relationship. In consideration of and in reliance upon the terms and conditions contained in this Agreement, Client and Gallagher agree as follows:

1. Engagement of Services

Client hereby engages Gallagher as a professional consultant to provide the consulting and/or brokerage services as more fully described in Exhibit A attached to this Agreement and incorporated herein. During the time that Gallagher is performing services for Client under this Agreement, and for all purposes outlined in this document, Gallagher’s status will be that of an independent contractor for Client.

2. Term and Termination

The Effective Date of this Agreement is February 1, 2026. The term of Gallagher’s engagement under this Agreement (the “**Consulting Period**”) will begin as of the Effective Date and will remain in effect for one (1) year from the Effective Date. The Consulting Period will be automatically extended for an additional year on the anniversary of the Effective Date. Gallagher and Client may agree by mutual agreement to extend the term of the Consulting Agreement by an additional three (3) one-year periods. Either party may terminate this Agreement for convenience and without cause by giving the other party at least thirty (30) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period (including any renewed Consulting Period), Client shall be responsible for compensating Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement.

3. Compensation

As compensation for its services under this Agreement, Gallagher will receive carrier commissions and/or direct fees paid by the Client, as set forth in the Compensation Disclosure Statement attached hereto as Exhibit B. Additional information regarding Gallagher compensation can also be found in Exhibit B. Gallagher shall disclose the amount of commissions payable, if any, to it by each insurance company at the time it presents rates to Client. The parties hereby agree that any Direct Client Fees for Consulting Services specified under Exhibit B shall be increased by an amount not to exceed three percent (3%) annually after the initial Consulting Period under this Agreement, unless otherwise agreed to by Gallagher. Client is responsible for payment of Gallagher’s fees (if applicable) within thirty (30) days of invoice receipt. Any amounts not paid when due will accrue interest at the rate as provided under Texas Government Code § 2251.021. . If any amount is not paid in full when due without a good faith basis to withhold, that nonpayment will constitute a material breach of this Agreement.

4. Performance and Scope

(a) Representations and Warranties. Each party represents, warrants and covenants to the other that: (i) it has full power and authority to make, execute, deliver and perform its obligations under this Agreement; (ii) the performance of its obligations pursuant to this Agreement shall be in accordance with all applicable laws; (iii) this Agreement has been duly executed and delivered by an authorized representative of such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) there are no other agreements

presently in force which would encumber or prevent either party's compliance with any terms of this Agreement.

(b) Standard of Care. Gallagher will perform its duties, responsibilities and obligations with the care, skill, prudence and diligence that a prudent employee benefits consultant or insurance broker acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims under the circumstances then prevailing. As appropriate, Gallagher may coordinate fiduciary review services and other related duties with the plan's claims administrator and/or insurance carrier(s). However, Gallagher does not accept any fiduciary duties or obligations with respect to a plan as these remain the duties and obligations of the plan's claims administrator or insurance carriers.

(c) Reliance. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by Client.

(d) No Practice of Law. Gallagher will not be obligated to perform, and Client will not request performance of, any services which may constitute the unauthorized practice of law. Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and Federal securities laws and implementing regulations) and, to the extent that Client has foreign operations, any applicable foreign laws and regulations.

(e) Subcontractors. Gallagher may cause another person or entity, as a subcontractor to Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(f) Conflict of Interest. Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(g) Acknowledgements. In connection with Gallagher's services under this Agreement, Client agrees that:

(i) Although Gallagher will apply its professional judgment to access those insurance companies it believes are best suited to insure Client's risks, there can be no assurance that the insurance companies Gallagher has accessed are the only or are the best suited to insure Client's risks. Therefore, Client, in its sole and absolute discretion, remains responsible for its choice of insurance company, and all risks associated with Client's choice, including but not limited to the company's financial solvency or security. Gallagher does not guarantee, nor does it assume any responsibility for Client's decisions or its final choice of insurance company, as all such decisions and risks are outside of Gallagher's control.

(ii) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and Client expressly waives any claims alleging any such conflict of interest.

(iii) The compensation payable to Gallagher is solely for the services set forth under this Agreement, as detailed in Exhibit A. To the extent any additional administrative, claims representative or other services are required, the parties may enter into a separate agreement covering such additional services.

5. Confidentiality

(a) Confidential Information.

(i) As used in this Agreement, “**Confidential Information**” means any nonpublic, proprietary or personal data and information furnished by either party or its agents or representatives to the other party or its agents and representatives, whenever furnished and regardless of the manner or media in which such information is furnished, which the receiving party knows or reasonably should know to be confidential. Each party shall treat Confidential Information as confidential and only use it in the performance of its obligations under this Agreement. As part of the services Gallagher offers for the benefit of its clients, Client understands that Gallagher may de-identify and aggregate client confidential information such that no information may reasonably be linked to any client or any specific individual, and may use such information for conducting data analytics, benchmarking, service enhancements, or similar business purposes.

(ii) The parties acknowledge that Confidential Information includes personal data provided to Gallagher by Client for the benefit of Client and/or its employees to facilitate the performance of services set forth in Exhibit A. Both Parties also agree that the Confidential Information may include information that alone, or in combination with other information, uniquely identifies an individual. Client agrees that Gallagher is permitted to disclose and transfer Client’s Confidential Information to Gallagher’s affiliates, agents or vendors that have a need to know the Confidential Information in connection with the services provided under this Agreement (including insurance carriers, as necessary, for quoting and/or placing insurance coverages). Gallagher has established security controls to protect Client Confidential Information from unauthorized use or disclosure. For additional information, please review Gallagher’s Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

(iii) Both Gallagher and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the services or the performance of obligations under this Agreement. Upon request, Gallagher will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their personal information.

(b) HIPAA Privacy. Gallagher and Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. When required, Client, as a representative of the health plans, and Gallagher will enter into a separate Business Associate Agreement.

(c) Use of Names; Public Announcements. Neither party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without the other party’s prior written consent. Except as may be required by law, neither party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party’s prior consent.

6. Indemnification Rights and Limitation of Liability

(a) Indemnification. GALLAGHER AGREES TO DEFEND, INDEMNIFY AND HOLD CLIENT AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL LOSSES, LIABILITIES, EXPOSURES, DAMAGES AND ALL RELATED COSTS AND EXPENSES, INCLUDING REASONABLE LEGAL FEES, TO THE EXTENT ARISING FROM OR RELATING TO ANY THIRD PARTY CLAIMS, DEMANDS, SUITS, ALLEGATIONS, OR CAUSES OR THREATS OF ACTION BASED ON THE INDEMNIFYING PARTY’S: (I) NEGLIGENT ACTS OR OMISSIONS, OR (II) INTENTIONAL AND WILLFUL MISCONDUCT; PROVIDED, HOWEVER, THAT THE INDEMNIFYING PARTY’S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL BE REDUCED TO THE EXTENT THAT SUCH LOSSES AND DAMAGES ARISE FROM THE ACTS OR OMISSIONS OF CLIENT OR ITS EMPLOYEES OR AGENTS.

(b) LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OR PROVISION OF THIS AGREEMENT, EACH PARTY SHALL ONLY BE LIABLE FOR ACTUAL, DIRECT DAMAGES INCURRED BY THE OTHER PARTY, AND SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, RELIANCE, CONSEQUENTIAL, OR PUNITIVE DAMAGES, or for any attorney's fees other than as described in section 6(a) EVEN IF A PARTY KNEW OR SHOULD HAVE KNOWN OF THEIR EXISTENCE, (WHETHER INCURRED IN A DISPUTE OR AN ACTION AGAINST THE OTHER, OR AS ALLEGED DAMAGES THAT ANY PARTY INCURRED IN ANY INSURANCE COVERAGE DISPUTE, OR OTHERWISE). FURTHERMORE, UNLESS OTHERWISE NOTED IN EXHIBIT A, THE AGGREGATE LIABILITY UNDER THIS AGREEMENT, IF ANY, OF EITHER PARTY TO THE OTHER FOR CLAIMED LOSSES OR DAMAGES SHALL NOT EXCEED \$1,000,000. THIS PROVISION APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. NO CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM (TORT, CONTRACT, STATUTORY, OR OTHERWISE), ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER MAY BE BROUGHT BY EITHER PARTY ANY LATER THAN TWO (2) YEARS AFTER THE ACCRUAL OF SUCH CLAIM OR CAUSE OF ACTION.

7. Notices

Any notices, requests or other communications pursuant to this Agreement will be addressed to the party at its address listed below. Such notices will be deemed to have been duly given, (i) if delivered in person or by courier, upon delivery; (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by registered or certified mail, postage prepaid, within five (5) days of deposit in the mail; or (iv) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal.

If to the Client: Webb County
Attention: Webb County Judge
1000 Houston Street, 3rd Floor
Laredo, Texas 78040

If to Gallagher: Gallagher Benefit Services, Inc.
Attention: James Wright
12750 Merit Drive, Suite 1000
Dallas, Texas 75251

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

8. Insurance

Gallagher shall obtain and maintain in full force and effect for the entire duration of this agreement, and for two (2) year after the end of the Initial Agreement any extension hereof, at Gallagher's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- VI or better by A.M. Best Company (Best's Key Insurance Company Rating Guide, current edition and/or as amended) the following types and amounts.

- (a) Commercial General Liability (CGL) Insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the performance of this Agreement including coverage for premises, product and completed operations, on an occurrence basis, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.

- (b) Workers Compensation insurance at statutory limits as required by the State of Texas, including Employers Liability insurance with limits of not less than \$1,000,000 per accident for bodily injury or disease. Insurer shall be licensed to do business in the State of Texas.
- (c) Automobile Liability Insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of not less than \$1,000,000 per accident for bodily injury and property damage.
- (d) Umbrella Liability Insurance providing excess coverage over all limits and coverages with limits of no less than \$10,000,000 per occurrence or in the aggregate.
- (e) Cyber Liability, and Network Security & Privacy Liability Insurance including extended reporting conditions of two (2) years with limits no less than \$2,000,000 per claim and in the aggregate including of defense cost;
- (f) Crime Insurance covering third party crime and employee dishonesty with limits of no less than \$1,000,000 per claim and in the aggregate; and
- (g) Errors and Omissions Liability Insurance, including extended reporting conditions of two (2) years coverage in the minimum amount of \$1,000,000 per claim and \$5,000,000 annual aggregate.

9. Miscellaneous

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. Except for changes in carriers and/or lines of coverage noted in Exhibit B, which may occur upon unilateral approval of Client, this Agreement may be modified or amended only by a written instrument executed by both parties.

(c) Waiver. No covenant, term or condition or the breach thereof will be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver by either party hereto of any provision of this Agreement shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present or future.

(d) Governing Law; Rule of Construction, Venue. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Texas without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter. The State Courts of Webb County, Texas shall hear any dispute between Gallagher and Client arising from this Consulting Agreement.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

(f) Warranties. Except as expressly set forth in this Agreement, Gallagher makes no other warranties of any kind with respect to the Services, including, without limitation, warranties that may be implied from a course of performance, dealing or trade usage.

(g) Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of its obligations under this Agreement (other than payment obligations) as a result of flood, earthquake, storm, other act of God, fire, derailment, accident, labor dispute, explosion, war, act of

terrorism, sabotage, insurrection, riot, embargo, court injunction or order, act of government or governmental agency or other similar cause beyond its reasonable control.

(h) Assignment. This Agreement shall apply to and bind the successors and assigns of the parties hereto, including, in the event of a party's insolvency, debtors-in-possession and any appointed trustee or administrator. This Agreement shall not be assignable by either party, except with the prior written consent of the other party; provided, however, that either party may assign this Agreement to an affiliate or in the event of a merger or sale, provided the assignee is willing and able to assume such party's obligations hereunder.

(i) Counterparts. This Agreement may be executed in multiple counterparts (including by scanned image or electronic signature), each of which shall be considered one and the same agreement, and shall become effective when signed by each of the parties hereto and delivered to the other party.

(j) Survival of Provisions. Sections 3, 5, 6, and 9 will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the dates specified below.

WEBB COUNTY

By:

Name: Tano E. Tijerina
Title: Webb County Judge
Date: _____

GALLAGHER BENEFIT SERVICES, INC.

By:

Name: James Wright
Title: Area President
Date: _____

EXHIBIT A SCOPE OF SERVICES

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, Gallagher will provide the following Services to Client on an “as needed” basis:

RENEWAL ANALYSIS:

- Review and evaluate carrier projections
- Prepare “shadow” renewal projection
- Create financial modeling reports
- Coordinate carrier negotiations
- Create employee contribution modeling reports
- Review identified benchmarks of projected plan costs
- Develop “working” rates for Client analysis and approval
- Assist with budget projections
- Provide renewal alternatives with cost impact of benefit plan changes

PERIODIC PLAN FINANCIAL REPORTS: (FREQUENCY TO BE MUTUALLY AGREED UPON)

- Summary of plan costs
- Analysis of actual vs. budget
- Employee contributions
- Large claims tracking
- Identification of costs for specific line of coverage
- Comparison of plan costs to aggregate stop-loss projections, if applicable
- Utilization review
- Comparison to prior claim period
- Plan trends

ANNUAL FINANCIAL REPORTS (END OF YEAR ACCOUNTING):

- Executive summary of program expenses
- Comparison of current costs to renewal costs
- Incurred But Not Reported (IBNR) claims analysis
- Overview of specific Stop-loss projections
- Future plan costs projections
- Dollars saved by contract negotiation
- Percent of benefit dollars paid by employee
- Claims by size
- Physician visit details
- Benefits paid by type of service
- Plan funding/budget comparison
- Fixed expense comparison

CARRIER MARKETING AND NEGOTIATIONS, AS DIRECTED BY CLIENT:

- Work with Client to develop a strategy to identify goals, analyze program costs and review both current and alternative funding arrangements
- Manage the renewal process with the current carrier to control costs
- Implement carrier renewal strategies with Client
- Develop timeline covering every aspect from RFP preparation to the delivery of employee communications

- Provide analysis of employee disruption report and preparation of geo-access report
- Provide analysis of discounts offered by various carriers by using CPT codes and carrier pricing data
- Manage RFP development that tailors the RFP to the desires, needs and financial directions provided by Client
- Explore alternative funding solutions
- Evaluate vendor responses to track variations in coverage and costs as they are identified
- Conduct finalist interviews to investigate and document intangibles such as personalities, service orientation and responsiveness
- Draft renewal analysis report, based on renewal negotiation, covers program and claims cost projections as well as complete information on benefit designs
- Facilitate decision process by coordinating close collaboration and discussions among the Gallagher team and Client

LEGISLATIVE AND REGULATORY COMPLIANCE SUPPORT:

- Provide legislative updates, including Compliance Alerts, Webinars, Technical Bulletins and Directions newsletter
- Evaluate plan design to assist with compliance with state and federal regulations
- Provide general information and guidance to assist with compliance with ERISA, ACA, COBRA, HIPAA and other Federal legislation that directly affects the administration of plan benefits
- Provide template or sample compliance notices and enrollment forms as reasonably requested by Client

DAY TO DAY ADMINISTRATIVE ASSISTANCE:

- Provide assistance to Client's HR/benefits contacts to help with resolving carrier service issues
- Coordinate and participate in annual service meetings with Client and select carriers

EMPLOYEE EDUCATION PROGRAMS:

- Facilitate focus groups
- Monthly benefit communication directed to employees
- Educational meetings on coverage and trends

COMMUNICATION MATERIALS:

- Assist with the drafting and distribution of participant Satisfaction Surveys
- Assist with the drafting and distribution of Open Enrollment-New Member Orientation summary information and any other communications pertaining to the health and welfare program
- Provide annual open enrollment guidance and employee meeting materials
- Assist with marketing and oversight of Customized Enrollment Materials (if elected)
- Assist with participant wellness initiatives, as directed by Client

BENEFIT ADMINISTRATION ASSESSMENT:

- Periodic evaluation of internal plan enrollment and benefit termination processes
- Review, coordinate and implement Client agreed upon plan "best practices" to help limit plan liability and increase participant satisfaction
- Help identify opportunities for streamlining and improving administration procedures

MARKET BENCHMARKING STUDIES:

- Local Area Surveys
- Industry Surveys

BENEFIT PLAN DESIGN (OR REDESIGN):

- Help Client identify business and HR objectives that impact benefits
- Review with Client possible benefit strategies to meet their objectives

- Help Client evaluate/review current scope of benefits package – e.g., types & levels of coverage
- Work with Client to develop funding and contribution strategies
- Assist with budget projections for design alternatives

EXHIBIT B COMPENSATION DISCLOSURE STATEMENT

Line of Coverage / Service	Company	Commission ¹	Third Party Compensation	Direct Client Fees ²	Effective Date
Consulting Services	Gallagher	n/a	n/a	\$45,000	2/1/2026
Medical	Aetna	TBD	n/a	n/a	2/1/2026

It should also be noted that:

- Gallagher is not an affiliate of the insurer or vendor whose contract is recommended. This means the insurer or vendor whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of Gallagher.
- Gallagher's ability to recommend other insurance contracts or vendors is not limited by an agreement with any insurance carrier or vendor and Gallagher is affecting the transaction for applicable plan(s) in the ordinary course of Gallagher business. Thus, pertinent transaction(s) are at least as favorable to the applicable plan(s) as an arm's length transaction with an unrelated party.
- Gallagher is not a trustee of the plan(s) and is neither the Plan Administrator of the plan(s), a Named Fiduciary of the plan(s), nor an employer which has employees in the plan(s).
- Gallagher may receive supplemental compensation from insurance carriers and vendors, normally calculated at the end of each calendar year, that are contingent on a number of factors including the overall number of employer plans represented, plan retention rates, and overall premium growth. Historically, supplemental compensation has ranged, on average, between 0-3% based on specific carrier programs. These plans have no effect on premiums. Further, Gallagher may receive non-cash compensation from plan vendors or service providers that are not in connection with any particular client. If you have any questions regarding direct or indirect compensation received by Gallagher, contact your dedicated Gallagher advisor or refer to the Gallagher Global Standards of Business Conduct.

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher's and Gallagher affiliates' income before purchasing the insurance product and/or vendor services and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24³, which protects both Client and Gallagher⁴, and the disclosure requirements under ERISA §408(b)(2), as amended by Div. BB, Title II, §202 of the Consolidated Appropriations Act, 2021. Disclosure must be made to responsible plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit www.ajg.com/us/about-us/disclosures. In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to Compensation_Complaints@ajg.com.

¹ Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan.

² Direct Fees include compensation to Gallagher paid for directly by the plan sponsor/Client.

³ Which allows an exemption from a prohibited transaction under Section 408(a) of the Employee Retirement Income Security Act of 1974 (ERISA).

⁴ In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.