

FIRST AMENDMENT TO CONSULTING AGREEMENT

This First Amendment to Consulting Agreement (this “Amendment”) is made and entered into as of _____, 2026 (the “Amendment Effective Date”), by and between Gallagher Benefit Services, Inc., a Foreign For Profit Corporation (“Gallagher”), and Webb County, a political subdivision of the State of Texas, acting through its Commissioners Court (“Client”) (each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, Gallagher and Client are parties to that certain Consulting Agreement with an Effective Date of February 1, 2026 (the “Agreement”), pursuant to which Gallagher agreed to provide certain consulting and/or brokerage services to Client, as more fully described in Exhibit A to the Agreement;

WHEREAS, under Section 3 of the Agreement, Gallagher's compensation includes carrier commissions and/or direct fees, and Exhibit B to the Agreement (the Compensation Disclosure Statement) currently identifies a commission arrangement associated with Medical coverage placed with Aetna;

WHEREAS, the Parties desire to amend the Agreement to eliminate all brokerage services and broker-of-record functions from the scope of Gallagher's engagement, and to eliminate any carrier commission or other broker-related compensation payable to Gallagher in connection therewith, such that Gallagher's engagement is limited solely to consulting services compensated exclusively through Direct Client Fees; and

WHEREAS, capitalized terms used but not defined in this Amendment have the meanings given to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Removal of Brokerage Services from Scope of Engagement.

Section 1 (Engagement of Services) of the Agreement is hereby amended by deleting the phrase “consulting and/or brokerage services” and replacing it with “consulting services.” Gallagher shall not act as, hold itself out as, or be compensated as, the broker of record for Client under the Agreement. Without limitation, the scope of the Agreement excludes any broker-of-record functions, including the placement, quoting, binding, marketing as a licensed broker, or servicing of insurance coverage on Client's behalf in a broker-of-record capacity. For the avoidance of doubt, Gallagher's provision of consulting-related analysis, benchmarking, and support services described in Exhibit A (including renewal analysis and carrier negotiation support performed in a consulting capacity) is not affected by this Section 1, except that no such services shall be performed or compensated on a broker-of-record or commission basis.

2. Amendment to Compensation (Section 3).

Section 3 (Compensation) of the Agreement is hereby deleted in its entirety and replaced with the following:

“3. Compensation. As compensation for its services under this Agreement, Gallagher will receive only Direct Client Fees paid by Client, as set forth in the Compensation Disclosure Statement attached hereto as Exhibit B, as amended. Gallagher shall not receive, and Client shall not pay, any carrier commissions, override commissions, contingent or supplemental compensation, or any other broker-related compensation of any kind in connection with this Agreement or the services described in Exhibit A. The Parties agree that any Direct Client Fees 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 Direct Client Fees within thirty (30) days of invoice receipt. Any amounts not paid when due will accrue interest at the rate 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.”

3. Amendment to Standard of Care (Section 4(b)).

Section 4(b) (Standard of Care) of the Agreement is hereby amended by deleting the phrase “a prudent employee benefits consultant or insurance broker acting in a like capacity” and replacing it with “a prudent employee benefits consultant acting in a like capacity.”

4. Amendment to Exhibit B (Compensation Disclosure Statement).

Exhibit B to the Agreement is hereby deleted in its entirety and replaced with the revised Exhibit B attached to this Amendment, which removes the Medical / Aetna commission line item and reflects Direct Client Fees as the sole form of compensation payable to Gallagher.

5. No Broker of Record; No Insurance Placement Authority.

Client acknowledges that, from and after the Amendment Effective Date, Gallagher has no authority to act, and will not act, as Client's broker of record with respect to any line of coverage. Any broker-of-record designation previously held by Gallagher with respect to Client's insurance placements is hereby revoked. Any documentation reflecting Gallagher being Client's broker-of-record is hereby rescinded.

6. Ratification; No Other Amendments.

Except as expressly amended by this Amendment, all other terms, conditions, and provisions of the Agreement remain unchanged and in full force and effect. In the event of any conflict between this Amendment and the Agreement, this Amendment shall control. This Amendment is incorporated into and forms part of the Agreement.

7. Governing Law; Counterparts.

This Amendment shall be governed by and construed in accordance with the laws of the State of Texas, consistent with Section 9(d) of the Agreement. This Amendment may be executed in counterparts (including by scanned image or electronic signature), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the Amendment Effective Date.

WEBB COUNTY

By: _____

Name: Tano E. Tijerina

Title: Webb County Judge

Date: _____

GALLAGHER BENEFIT SERVICES, INC.

By: _____

Name: James Wright

Title: Area President

Date: _____

REVISED EXHIBIT B

COMPENSATION DISCLOSURE STATEMENT (AS AMENDED)

Line of Coverage / Service	Company	Commission	Direct Client Fees	Effective Date
Consulting Services	Gallagher	N/A – No brokerage or commission compensation	\$45,000	2/1/2026

Gallagher's compensation under the Agreement, as amended, consists solely of the Direct Client Fees identified above. Gallagher does not act as broker of record for Client and will not receive carrier commissions, override commissions, contingent compensation, or supplemental compensation of any kind in connection with the services provided to Client.

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