

BRAZORIA COUNTY  
TOTAL DISABILITY RETIREMENT BENEFIT PLAN

Amendment and Restatement  
Effective as of November 28, 2025

ARTICLE 1 --PURPOSE

The County of Brazoria adopts this Plan to provide supplemental disability benefits for eligible Employees who are Totally Disabled as of November 28, 2025. Historically, the Plan has been referred to as the "Self-Completion Annuity Benefit" under the summary of The Alternate Plan for Brazoria County Employees.

ARTICLE II--DEFINITIONS

2.1 Active Participation Date: "Active Participation Date" means an Employee's date of hire with the Employer.

2.2 Annuity Deposits: The term "Annuity Deposits" means sum of the mandatory contributions made by Employees pursuant to the terms of the Employer's 457(b) Plan during the relevant period (i.e., 6.7% of compensation, as defined under the 457(b) Plan).

2.3 Disability Effective Date: The term "Disability Effective Date" means the first day on which an Employee's Total Disability is determined to exist.

2.4 Employee: The term "Employee" means any person who performs services for the Employer (or, in the case of an Employee who becomes Totally Disabled, performed services for the Employer on and before the Disability Effective Date).

2.5 Employer: The term "Employer" means the County of Brazoria, Texas and its successors.

2.6 Insurer: The term "Insurer" means American United Life Insurance Company and/or Lincoln National Insurance Company, and their successors.

2.7 Qualified Participant: The term "Qualified Participant" means an Employee who satisfies the following requirements as of November 28, 2025:

- (a) The Employee is Totally Disabled as defined in Article III;
- (b) The Employee was employed by the Employer on the Disability Effective Date;
- (c) At least 9 months elapsed between the Employee's Active Participation Date and Disability Effective Date;

(d) The Employee has complied in all respects with the requirements for Proof of Disability in Section 3.5;

(e) During at least 9 of the 12 months immediately preceding the Employee's Disability Effective Date, the Employee made mandatory contributions (i.e., 6.7% of compensation) pursuant to the terms of the 457(b) plan sponsored by the Employer; and

(f) The Total Disability continued without interruption for at least 180 consecutive days.

### ARTICLE III--TOTAL DISABILITY

3.1 Total Disability: Subject to Sections 3.2 and 3.3, the term "Total Disability" means the complete inability of the Employee to perform the substantial and material duties of his or her regular occupation and his or her complete inability to engage in any employment or occupation for which the Employee is or becomes qualified by reason of education, training, or experience, as the result of an injury or sickness. Notwithstanding the preceding, however, if the Employee's condition is due to an injury or a sickness which first manifested itself prior to the Employee's Active Participation Date, then two years must have elapsed since (i) the injury occurred or the sickness last manifested itself, or (ii) since the Employee's Active Participation Date, whichever occurs first, for such condition to be considered a "Total Disability" for purposes of this Plan.

A sickness will be considered to have manifested itself if medical advice or treatment therefor was recommended by or received from a licensed physician or if such sickness resulted in the existence of symptoms which would have caused an ordinary prudent person to seek medical diagnosis, care or treatment.

3.2 Exclusions: Notwithstanding the provisions of Section 3.1, an Employee shall not be considered to have a Total Disability for purposes of this Plan, even if he or she has a condition that otherwise satisfies the requirements of Section 3.1, if such condition results from:

(a) mental or emotional disorders, alcoholism or drugs, unless prescribed by a physician; or

(b) war or any act of war (declared or undeclared); participation in a felony, riot or insurrection; service in the armed forces or units auxiliary thereto; or

(c) attempted suicide or intentionally self-inflicted injury; or

(d) aviation, except as a fare-paying passenger on a scheduled aircraft; or

(e) cosmetic surgery, except that "cosmetic surgery" shall not include reconstructive surgery when such service is incidental to trauma, infection or other diseases of the involved part.

3.3 Recurrent Disability: If, following a period of Total Disability, the Qualified Participant resumes his regular occupation with the Employer and performs all the important duties

thereof for a continuous period of 180 days or more, any subsequent Total Disability resulting from or contributed to by the same cause or causes shall be considered as a new period of Total Disability and the Employee will no longer be eligible to receive benefits under this Plan.

If the period during which the Qualified Participant resumes his regular occupation is less than 180 consecutive days, such subsequent Total Disability shall be deemed a continuation of the previous Total Disability and the individual will be eligible to receive benefits under the Plan on the same basis as before the Qualified Participant resumed his regular occupation.

### 3.4 Proof of Disability:

(a) Form and Nature of Proof: The Employee shall provide any and all information required by the Insurer in order to establish proof of the existence of Total Disability.

(b) Notice and Filing of Proof: Written notice of a claim must be given to the Insurer by the Employee within 60 days after the 180-day period of continuous Total Disability, as described in Section 2.2(f). Thereafter, all of the Insurer's requirements for proof of loss must be satisfied within 60 days after receipt by the Employee of the Insurer's proof of loss requirements.

(c) Proof of Continuing Disability: When and as often as it may reasonably require during the pendency of a claim hereunder, the Insurer at its own expense, shall have the right and opportunity to have a licensed physician of its choice examine the Employee whose injury or sickness is the basis of the claim.

## ARTICLE IV--BENEFITS

### 4.1 Source of Benefits; Determination of Benefits:

(a) The Employer maintains a group annuity contract to provide a source of funds from which it may pay Plan benefits. On a monthly basis, the Employer shall remit to the Insurer the contribution required by the Insurer to maintain the annuity contract. Such contributions shall be paid by the Employer from its general assets.

(b) The Insurer shall establish and maintain an account on behalf of each Qualified Participant (the "Total Disability Benefit Account" or "Account") as described in Article V, and shall credit to each Qualified Participant's Account, on a monthly basis, an amount determined in accordance with this Section. The amount of the Qualified Participant's monthly credit shall be derived by dividing (i) by (ii) where:

(i) is the total amount of Annuity Deposits made on behalf of the Qualified Participant during the 36 months immediately preceding his or her Disability Effective Date, less any amounts withdrawn by or for the Qualified Participant during that period; and

(ii) is the lesser of 36 or the number of months immediately preceding the Qualified Participant's Disability Effective Date and counting back to the month on which the first Annuity Deposit was made on behalf of the Qualified Participant.

(c) The first credit to an Account by the Insurer for a Qualified Participant shall be made on or about the last day of the month which follows the month in which the 180-day requirement for establishment of his Disability Effective Date is satisfied, and shall equal the total of seven monthly credits. Thereafter, subject to the provisions of Section 4.2, the Insurer shall make monthly credits until the earliest of the Qualified Participant's (i) the termination of Total Disability; (ii) attainment of age 65; or (iv) death.

(d) Notwithstanding anything to the contrary in this Plan, if the Insurer has made monthly credits on behalf of an alleged Qualified Participant, and the Insurer subsequently determines that such Employee was not Totally Disabled in accordance with the definition in Article III, or was otherwise not entitled to such credits for one or more months during which the Insurer credited them, then the Insurer shall deduct from that Employee's Total Disability Benefit Account all amounts credited during any and all months in which the Employee was not entitled to such credits, plus any interest credited to such amounts in accordance with Section 5.2.

4.2 Failure to Provide Continuing Proof: A monthly credit shall not be made by the Insurer for a Qualified Participant under this Plan during any period of time in which the Qualified Participant refuses to be examined by a licensed physician when reasonably requested by the Insurer or refuses to provide the Insurer with information which it believes is necessary to establish continuing qualification pursuant to Section 3.4(c).

4.3 Disability Benefit Payments: The value of the Qualified Participant's Total Disability Benefit Account shall be applied to the purchase of a life annuity (no period certain) upon the Qualified Participant's attainment of age 65. Notwithstanding the preceding, in the event the balance of the Total Disability Benefit Account is not sufficient to purchase a single life annuity (no period certain), as reasonably determined by the Employer and Insurer, then the Participant will receive a single lump sum payment of an amount equal to his Total Disability Benefit Account balance.

4.4 Pre-Annuity Death Benefit: In the event of the Qualified Participant's death prior to the application of his Total Disability Benefit Account balance under this Section to the purchase of a life annuity (no period certain), his or her Total Disability Benefit Account balance shall be paid in a single lump sum to his or her designated beneficiary.

## ARTICLE V--INDIVIDUAL ACCOUNTING

5.1 Establishment of Accounts: The Insurer shall establish and maintain individual accounting for each Qualified Participant (each a "Total Disability Benefit Account"). The maintenance of such accounts is only for accounting purposes and a segregation of the assets held under Plan shall not be required. At any point in time, the value of the Total Disability Benefit Account shall equal the aggregate monthly credits made to it, less permitted deductions from the Total Disability Benefit Account, in accordance with Article IV, plus interest as described in Section 5.2.

5.2 Interest: Interest will be credited and guaranteed in accordance with the terms of the annuity contract supporting the benefits provided by this Plan, except that the Employer reserves the right to credit a lesser interest rate hereunder than may be credited, from time to time, under such annuity contract. Interest shall continue to be credited to a Total Disability Benefit Account until such account is no longer maintained by the Insurer.

#### ARTICLE VI--TERMINATION

6.1 Termination: The Employer reserves the right to terminate this Plan at any time.

#### ARTICLE VII – MISCELLANEOUS

7.1 Limitation of Rights: Neither the establishment of this Plan nor any modification of the Plan, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving an Employee or other person any legal or equitable right against the Employer except as provided in the Plan.

7.2 No Contract of Employment: Nothing in this Plan shall be deemed to be an agreement, consideration, inducement or condition of employment, nor shall the rights or obligations of the Employer or of any employee employed by the Employer to continue or terminate employment at any time be affected by this Plan.

7.3 Limitation on Assignment: Benefits under this Plan may not be assigned, sold, transferred, or encumbered, and any attempt to do so shall be void. A Qualified Participant's (or beneficiary's) interest in benefits under the Plan shall not be subject to debts or liabilities of any kind and shall not be subject to attachment, garnishment or other legal process.

7.4 Severability: If any provision of the Plan is held to be illegal or void, such illegality or invalidity shall not affect the remaining provisions of the Plan, but shall be fully severable, and the Plan shall be construed and enforced as if said illegal or invalid provision had never been inserted herein.

7.5 Applicable Law: This Plan shall be construed in accordance with applicable federal law and, to the extent otherwise applicable and to the extent not superseded by applicable federal law, the laws of the State of Texas.

7.6 Claims Procedure: Any person claiming a benefit under the Plan (a "Claimant") shall present the claim, in writing, to the Employer (or its designee) and the Employer (or designee) shall respond in writing. If the claim is denied, the written notice of denial shall state, in a manner calculated to be understood by the Claimant:

(a) The specific reason or reasons for denial, with specific references to the Plan provisions on which the denial is based;

(b) A description of any additional material or information necessary for the Claimant to perfect his or her claim and an explanation of why such material or information is necessary; and

(c) An explanation of the Plan's claims review procedure.

The written notice denying or granting the Claimant's claim shall be provided to the Claimant within ninety (90) days after the Employer's (or its designee's) receipt of the claim, unless special circumstances require an extension of time for processing the claim. If such an extension is required, written notice of the extension shall be furnished by the Employer (or its designee) to the Claimant within the initial ninety (90) day period and in no event shall such an extension exceed a period of ninety (90) days from the end of the initial ninety (90) day period. Any extension notice shall indicate the special circumstances requiring the extension and the date on which the Employer (or its designee) expects to render a decision on the claim. Any claim not granted or denied within the period noted above shall be deemed to have been denied.

Any Claimant whose claim is denied, or deemed to be denied under the preceding sentence, (or such Claimant's authorized representative) may, within sixty (60) days after the Claimant's receipt of notice of the denial, or after the date of the deemed denial, request a review of the denial by notice given, in writing, to the Employer (or its designee). Upon such a request for review, the claim shall be reviewed by the Employer (or its designee) which may, but shall not be required to, grant the Claimant a hearing. In connection with the review, the Claimant may have representation, may examine pertinent documents, and may submit issues and comments in writing.

The decision on review normally shall be made within sixty (60) days of the Employer's (or its designee's) receipt of the request for review. If an extension of time is required due to special circumstances, the Claimant shall be notified, in writing, by the Employer (or its designee), and the time limit for the decision on review shall be extended to one hundred twenty (120) days. The decision on review shall be in writing and shall state, in a manner calculated to be understood by the Claimant, the specific reasons for the decision and shall include references to the relevant Plan provisions on which the decision is based. The written decision on review shall be given to the Claimant within the sixty (60) day (or, if applicable, the one hundred twenty (120) day) time limit discussed above. If the decision on review is not communicated to the Claimant within the sixty (60) day (or, if applicable, the one hundred twenty (120) day) period discussed above, the claim shall be deemed to have been denied upon review. All decisions on review shall be final and binding with respect to all concerned parties.

7.7 Statute of Limitations: No legal action may be commenced or maintained to recover benefits under this Plan more than twelve (12) months after the final review/appeal decision by the Administrator has been rendered (or deemed rendered).

7.8 Payment of Fees and Expenses: Administration fees and any expenses incurred in connection with the Plan shall be paid by the Employer.

7.9 Discretionary Acts: Whenever in the administration or operation of the Plan discretionary actions by the Employer are required or permitted, the Employer shall not be required to apply such actions consistently or uniformly to all persons similarly situated; provided, however, no such action shall be taken which shall unlawfully discriminate in favor of any particular person or group of persons.


7.10 Litigation: In any action or judicial proceeding affecting the Plan, it shall be necessary to join as a party only the Employer. Except as may be otherwise required by law, in any action or judicial proceeding affecting the Plan, no Employee or designated beneficiary shall be entitled to any notice or service of process, and any final judgment entered in such an action shall be binding on all persons interested in, or claiming under, the Plan.

7.11 Tax Withholding: All distributions under the Plan are subject to applicable tax withholding and reporting requirements.

7.12 Construction: For all purposes of the Plan, where the context admits, the singular shall include the plural, and the plural shall include the singular. Headings of Articles and Sections herein are inserted only for convenience of reference and are not to be considered in the construction of the Plan.

This amendment and restatement of the Plan has been duly executed by the Employer, effective as of November 28, 2025.

**COUNTY OF BRAZORIA, TEXAS**

By: 

Print Name: L. M. "Matt" Sebesta Jr.

Title: Brazoria County Judge

Date: May 6, 2026