

**RESOLUTIONS OF
THE BOARD OF MANAGERS OF
THE NUECES COUNTY HOSPITAL DISTRICT**

June 23, 2026

The undersigned hereby certifies that the following resolutions were duly adopted by the Board of Managers (the “Board”) of the Nueces County Hospital District (“NCHD”), a hospital district organized and existing under the laws of the State of Texas, at a meeting duly called and held on June 23, 2026, at which a quorum was present and acting throughout, and that such resolutions have not been amended, modified, rescinded, or revoked and remain in full force and effect as of the date hereof.

Approval of Restatement of the Nueces County Hospital District 457(b) Plan

WHEREAS, NCHD maintains the Nueces County Hospital District 457(b) Plan (the “457(b) Plan”) for the benefit of an eligible participant;

WHEREAS, the Board has reviewed, or has caused to be reviewed, the proposed restatement of the 457(b) Plan, effective as of January 1, 2026, in substantially the form presented to the Board and attached hereto as Exhibit A; and

WHEREAS, the Board has determined that it is advisable and in the best interests of NCHD to approve the restatement of the 457(b) Plan.

NOW, THEREFORE, BE IT RESOLVED, that the restatement of the 457(b) Plan, in substantially the form presented to the Board and attached hereto as Exhibit A, is hereby approved and adopted.

FURTHER RESOLVED, that any officer or other authorized representative of NCHD, including the Board Chair, each acting alone, is hereby authorized and directed, in the name and on behalf of NCHD, to execute and deliver the restatement of the 457(b) Plan and any related documents, agreements, certificates, notices, or instruments, with such changes, additions, or modifications as the person executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Approval of Amendment to the Tax Sheltered Annuity Plan of the Nueces County Hospital District

WHEREAS, NCHD maintains the Tax Sheltered Annuity Plan of the Nueces County Hospital District (the “403(b) Plan”) for the benefit of eligible participants;

WHEREAS, the Board has reviewed, or has caused to be reviewed, the proposed Amendment No. 1 to the 403(b) Plan, in substantially the form presented to the Board and attached hereto as Exhibit B; and

WHEREAS, the Board has determined that it is advisable and in the best interests of NCHD to approve the amendment to the 403(b) Plan.

NOW, THEREFORE, BE IT RESOLVED, that the amendment to the 403(b) Plan, in substantially the form presented to the Board and attached hereto as Exhibit B, is hereby approved and adopted, effective as of the effective dates set forth therein.

FURTHER RESOLVED, that any officer or other authorized representative of NCHD, including the Board Chair, each acting alone, is hereby authorized and directed, in the name and on behalf of NCHD, to execute and deliver the amendment to the 403(b) Plan and any related documents, agreements, certificates, notices, or instruments, with such changes, additions, or modifications as the person executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Authorization of Future Actions and Ratification of Prior Actions

FURTHER RESOLVED, that the officers and other authorized representatives of NCHD are hereby authorized and directed to take any and all actions that they deem necessary, advisable, or appropriate to implement and administer the 457(b) Plan and the 403(b) Plan, including communicating the restatement and amendment to eligible employees and participants, coordinating with recordkeepers, trustees, custodians, consultants, counsel, and other service providers, and making any required filings or disclosures.

RESOLVED, that any and all actions previously taken by any officer, manager, employee, agent, or other authorized representative of NCHD in connection with the foregoing resolutions are hereby ratified, confirmed, approved, and adopted in all respects as the acts and deeds of NCHD.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of June 23, 2026.

Vishnu V. Reddy
Chairman

Sylvia Tryon Oliver
Vice Chairman

Mariana Garza
Member

Georgia Neblett
Member

Karen O'Connor Urban
Member

Pamela Brower
Member

Sunil Reddy
Member

ATTACHMENT A

NUECES COUNTY HOSPITAL DISTRICT 457(B) PLAN

(As Amended and Restated Effective as of January 1, 2026)

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**NUECES COUNTY HOSPITAL DISTRICT 457(B) PLAN
(As Amended and Restated Effective as of January 1, 2026)**

The Nueces County Hospital District (the “Employer”) established and maintains the Nueces County Hospital District 457(b) Plan (the “Plan”), originally effective September 23, 1998 and as amended and restated effective as of January 1, 2026 as set forth herein. The Plan is a Code Section 457(b) Plan maintained by a governmental entity. The Plan is intended to comply with all requirements applicable to governmental Code Section 457(b) plans at all times since its effective date.

**ARTICLE 1
DEFINITIONS**

1.1 Definitions. The following words and terms, when used in the Plan, have the meaning set forth below:

(a) “Administrator” means the Employer (or any committee or other delegate appointed to administer the Plan).

(b) “Account” or “Account Balance” means the bookkeeping account maintained with respect to each Participant which reflects the value of the deferred Compensation credited to the Participant, including the Participant’s Annual Deferrals, the earnings or loss of the Fund (net of Fund expenses) allocable to the Participant, any transfers for the Participant’s benefit, and any distribution made to the Participant or the Participant’s Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant’s death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Article 6 for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant’s death, and any account or accounts established for an alternate payee (as defined in Code Section 414(p)(8)).

(c) “Annual Deferral” means the amount of Compensation deferred in any year.

(d) “Beneficiary” means the designated person (or, if none, the Participant’s surviving spouse or, if none, estate) who is entitled to receive benefits under the Plan after the death of a Participant.

(e) “Code” means the Internal Revenue Code of 1986, as amended.

(f) “Compensation” means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee’s gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee’s gross income for the calendar year but for a compensation reduction election under Code Sections 125, 132(f), 401(k), 403(b), or 457(b) (including an election to defer compensation under Article 2).

(g) “Custodian” means the custodian duly appointed and currently serving under the non-trust Funding Agreement.

(h) “Employee” means each natural person, whether appointed or elected, who is employed by the Employer as a common law employee, excluding any employee who is included in a unit of employees covered by a collective bargaining agreement that does not specifically provide for participation in the Plan.

(i) “Employer” means the Nueces County Hospital District.

(j) “Employer Contributions” means contributions made on behalf of the Participants in accordance with Article 3.

(k) “Funding Agreement” means the written agreement (or declaration) made by and between the Employer and the Trustee or Custodian under which the Funding Arrangement is maintained.

(l) “Funding Arrangement” means the trust fund or other funding arrangement created under and subject to the Funding Agreement.

(m) “Includible Compensation” means an Employee’s actual wages in box 1 of Form W-2 for a year for services to the Employer, but subject to a maximum established under Code Section 401(a)(17) for the year) and increased (up to the dollar maximum) by any compensation reduction election under Code Sections 125, 132(f), 401(k), 403(b), or 457(b) (including an election to defer Compensation under Article 2).

(n) “Normal Retirement Age” means the earlier of age 65 or the age the participant may retire and receive full benefits from the pension plan sponsored by the Employer.

(o) “Participant” means an individual who is currently deferring Compensation, or who has previously deferred Compensation under the Plan by salary reduction, or who has received a contribution under the Plan from the Employer, and who has not received a distribution of his or her entire benefit under the Plan. Only individuals who perform services for the Employer as an Employee may defer Compensation under the Plan.

(p) “Plan” means the Nueces County Hospital District 457(b) Plan.

(q) “Plan Year” means the calendar year. Notwithstanding the foregoing, the first Plan Year shall be a short plan year beginning September 23, 1998 and ending December 31, 1998.

(r) “Severance from Employment” means the date that the Employee dies, retires, or otherwise has a severance from employment with the Employer, as determined by the Administrator (and taking into account guidance issued under the Code).

(s) “Trustee” means the trustee duly appointed and currently serving under the trust Funding Agreement.

(t) “Valuation Date” means each business day or the last day of the calendar month, quarter or year, as set forth in the Funding Agreement.

ARTICLE 2

PARTICIPATION AND CONTRIBUTIONS

2.1 Eligibility. Each Employee listed on Appendix A shall be eligible to participate in the Plan and defer Compensation hereunder.

2.2 Election Required for Participation. An Employee may elect to become a Participant by executing an election to defer a portion of his or her Compensation (and have that amount contributed as an Annual Deferral on his or her behalf) and filing it with the Administrator. This participation election shall be made on the deferral agreement or other form provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish a minimum deferral amount, and may change such minimums from time to time. The participation election shall also include designation of investment funds and a designation of Beneficiary. Any such election shall remain in effect until a new election is filed.

2.3 Commencement of Participation. An Employee shall become a Participant as soon as administratively practicable following the date the Employee files a participation election. Such election shall become effective no earlier than the calendar month following the month in which the election is made. A new Employee may defer compensation payable in the calendar month during which the Participant first becomes an Employee if an agreement providing for the deferral is entered into on or before the first day on which the Participant performs services for the Employer.

2.4 Information Provided by the Participant. Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the plan, including, without limitation, whether the Employee is a participant in any other eligible plan under Code Section 457(b).

2.5 Contributions Made Promptly. Annual Deferrals by the Participant under the Plan shall be transferred to the Funding Arrangement within a period that is not longer than is reasonable for the proper administration of the Participant's Account Balance. For this purpose, Annual Deferrals shall be treated as contributed within a period that is not longer than is reasonable for the proper administration if the contribution is made to the Funding Arrangement within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant.

2.6 Amendment of Annual Deferrals Election. Subject to other provisions of the Plan, a Participant may at any time revise his or her participation election, including a change of the amount of his or her Annual Deferrals, his or her investment direction and his or her designated Beneficiary. Unless the election specifies a later effective date, a change in the amount of the Annual Deferrals shall take effect as of the first day of the next following month or as soon as administratively practicable if later. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Administrator.

2.7 Leave of Absence. Unless an election is otherwise revised, if a Participant is absent from work by leave of absence, Annual Deferrals under the Plan shall continue to the extent that Compensation continues.

2.8 Disability. A disabled Participant may elect Annual Deferrals during any portion of the period of his or her disability to the extent that he or she has actual Compensation (not imputed Compensation and not disability benefits) from which to make contributions to the Plan and has not had a Severance from Employment.

ARTICLE 3

EMPLOYER CONTRIBUTIONS

3.1 Employer Contributions. The Employer may, in its sole discretion, make Employer Contributions on behalf of Participants in accordance with the terms and conditions set forth in this Article. Employer Contributions shall be credited to each eligible Participant's Account as of the date specified by the Administrator. The decision to make Employer Contributions, the amount of such contributions, and the allocation method shall be determined by the Employer, subject to the limitations set forth herein and in accordance with Code Section 457.

3.2 Eligibility. Each Employee listed on Appendix A and who is employed by the Employer on the date Employer Contributions are allocated shall be eligible to participate in the Plan and receive Employer Contributions hereunder.

3.3 Timing and Allocation of Employer Contributions. Employer Contributions shall be transferred to the Funding Arrangement within a reasonable period after the end of the Plan Year to which such contributions relate, but in no event later than the time prescribed by applicable law for filing the Employer's tax return (including extensions) for the taxable year in which the Plan Year ends. Employer Contributions shall be allocated to the Accounts of eligible Participants in accordance with the allocation formula specified in Appendix A or as otherwise determined by the Employer. Such allocation shall be made as of the last day of the Plan Year, or such other date as specified by the Administrator.

3.4 Vesting of Employer Contributions. All Employer Contributions, together with any earnings attributable thereto, shall be fully vested and nonforfeitable at all times in accordance with Code Section 457(b)(6), which requires that all amounts deferred under an eligible plan be available to participants and beneficiaries without substantial limitation.

3.5 Suspension of Employer Contributions. The Employer shall have the right, at any time and from time to time, to suspend contributions to the Plan. Such suspension shall have no effect on the operation of the Plan except as set forth below:

(a) if the Employer determines that such suspension shall be permanent, a permanent discontinuance of contributions will be deemed to have occurred as of the date of such determination or such earlier date as is specified.

(b) If a temporary suspension becomes a Plan termination or a complete discontinuance, the termination shall be deemed to have occurred on the earlier of the date

specified by the Employer or the last day of the Plan Year next following the first Plan Year during the period of suspension in which the Employer did not make contributions.

ARTICLE 4 ANNUAL LIMITATIONS

4.1 Basic Annual Limitation. The maximum amount of the Annual Deferral and Employer Contributions under the Plan for any calendar year shall not exceed the lesser of (i) the Applicable Dollar Amount or (ii) the Participant's Includible Compensation for the calendar year. The "Applicable Dollar Amount" is the amount established under Code Section 457(e)(15), as adjusted for cost-of-living and to the extent provided under Code Section 415(d).

4.2 Age 50 Catch-up Annual Deferral Contributions. A Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Annual Deferrals, up to the maximum age 50 catch-up Annual Deferrals for the year.

4.3 Special Rules. For purposes of this Article 4, the following rules shall apply:

(a) Participant Covered By More Than One Eligible Plan. If the Participant is or has been a participant in one or more other eligible plans within the meaning of Code Section 457(b), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Article 4. For this purpose, the Administrator shall take into account any other such eligible plan maintained by the Employer and shall also take into account any other such eligible plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan.

(b) Disregard Excess Deferral. An individual is treated as not having deferred compensation under a plan for a prior taxable year to the extent Excess Deferrals under the plan are distributed.

4.4 Correction of Excess Deferrals. If the Annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another eligible deferred compensation plan under Code Section 457(b) for which the Participant provides information that is accepted by the Administrator, then the Annual Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant. Notwithstanding anything in the Plan to the contrary and for purposes of clarity, this Article and Section, specifically, shall be interpreted in compliance with the requirements of Income Tax Regulations Sections 1.457-4 and 1.457-5.

4.5 Protection of Persons Who Serve in a Uniformed Service. An Employee whose employment is interrupted by qualified military service under Code Section 414(u) or who is on a leave of absence for qualified military service under Code Section 414(u) may elect to make additional Annual Deferrals upon resumption of employment with the Employer equal to the maximum Annual Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation)

without the interruption or leave, reduced by the Annual Deferrals, if any, actually made for the Employee during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

ARTICLE 5

DISTRIBUTION OF BENEFITS

5.1 In-Service Distribution. Notwithstanding any other provision of the Plan, a Participant who has attained age 59½ may elect to receive an in-service distribution of all or a portion of their Account Balance. Such distribution may be paid in a lump sum or in such other form of distribution permitted under the Plan and elected by the Participant, subject to administrative procedures established by the Employer.

5.2 Benefit Distributions at Retirement or Other Severance from Employment. Upon retirement or other Severance from Employment (other than due to death), a Participant is entitled to receive a distribution of his or her Account Balance in a lump sum or in such other form of distribution permitted under the Plan and elected by the Participant, subject to administrative procedures established by the Employer. If a Participant does not elect otherwise, the distribution shall be paid as soon as practicable following Normal Retirement Age or, if later, following retirement or other Severance from Employment and payment shall be made in periodic installments of the minimum annual payments described in Section 5.3(b) or as otherwise described under the Funding Arrangement and related documents.

5.3 Election of Benefit Commencement Date. A Participant may elect to commence distribution of benefits or request a rollover at any time after age 59½, retirement or other Severance from Employment by a written notice filed before the date on which benefits are to commence in a form acceptable to the Administrator. Such election shall specify the amount, timing and form of distribution and shall be subject to approval consistent with Plan provisions and applicable law.

5.4 Forms of Distribution. A Participant entitled to a distribution of benefits under this Article 5 may elect to receive payment in any of the following forms of distribution:

- (a) a lump sum payment of the total Account Balance,
- (b) annual installment payments through the year of the Participant's death, the amount payable each year equal to a fraction of the Account Balance equal to one divided by the distribution period set forth in the Uniform Lifetime Table at Income Tax Regulations Section 1.401(a)(9)-9, A-2 for the Participant's age on the Participant's birthday for that year. If the Participant's age is less than age 70, the distribution period is 27.4 plus the number of years that the Participant's age is less than age 70. At the Participant's election, this annual payment can be made in monthly or quarterly installments. The Account Balance for this calculation (other than the final installment payment) is the Account Balance as of the end of the year prior to the year for which the distribution is being calculated. Payments shall commence on the date elected. For any year, the Participant can elect distribution of a greater amount (not to exceed the amount of the remaining Account Balance) in lieu of the amount calculated using this formula, or

(c) such other form of distribution as provided by and permitted under the Funding Arrangement that satisfy the requirements of Code Section 401(a)(9), including but not limited to an annuity form of distribution.

5.5 Death Benefit Distributions. Commencing in the calendar year following the calendar year of the Participant's death, the Participant's Account Balance shall be paid to the Beneficiary in a lump sum. Alternatively, if the Beneficiary with respect to the Participant's Account Balance is a natural person, at the Beneficiary's election, distribution can be made in annual installments (calculated in a manner that is similar to installments under Section 5.4) with the distribution period determined under this paragraph. If the Beneficiary is the Participant's surviving spouse, the distribution period is equal to the Beneficiary's life expectancy using the single life table in Income Tax Regulations Section 1.401(a)(9)-9, A-1 for the spouse's age on the spouse's birthday for that year. If the Beneficiary is not the Participant's surviving spouse, the distribution period is the Beneficiary's life expectancy determined in the year following the year of the Participant's death using the single life table in Income Tax Regulations Section 1.401(a)(9)-9, A-1, for the Beneficiary's age on the Beneficiary's birthday for that year, reduced by one for each year that has elapsed after that year. For any year, a Beneficiary can elect distribution of a greater amount (not to exceed the amount of the remaining Account Balance) in lieu of the amount calculated using this formula.

5.6 Account Balances of \$7,000 or Less. Notwithstanding the foregoing, if the amount of a Participant's Account Balance is not in excess of \$7,000 (or the dollar limit under Code Section 411(a)(11), if greater) on the date that payments commence or on the date of the Participant's death, then payment shall be made to the Participant (or to the Beneficiary if the Participant is deceased) in a lump sum equal to the Participant's Account Balance as soon as practicable following the Participant's retirement, death, or other Severance from Employment.

5.7 Amount of Account Balance. The amount of any payment under this Article 5 shall be based on the amount of the Account Balance on the preceding Valuation Date.

5.8 Revocation of Prior Election. Any election made under this Article 5 may be revoked at any time.

5.9 Latest Distribution Date. Notwithstanding any Plan provision to the contrary, all distributions required under the Plan shall be determined and made in accordance with Code Section 401(a)(9), including the incidental death benefit requirement of Code Section 401(a)(9)(G); Treasury Regulations Sections 1.401(a)(9)-2 through 1.401(a)(9)-9; and any revenue rulings, notices, and other guidance with respect to Code Section 401(a)(9) published in the Internal Revenue Bulletin. Accordingly, benefits must commence no later than the April 1 of the calendar year following the later of: (i) the year in which the Participant retires; and (ii) the year in which the Participant attains age 70½ (for Participants born before July 1, 1949), (iii) age 72 (for Participants born on or after July 1, 1949, but before January 1, 1951); (iv) age 73 (for Participants born on or after January 1, 1951, but before January 1, 1960); or (v) age 75 (for Participants born on or after January 1, 1960). Subsection (i) of this Section 5.9 shall not apply, except as provided in Code Section 401(a)(9), in the case of a Participant who is a 5% owner (as defined in Code Section 416) with respect to the Plan Year ending in the calendar year in which the Participant attains the age provided above or for purposes of Code Sections 408(a)(6) or (b)(3).

The amount to be distributed each calendar year may be any amount requested by the Participant which does not exceed the balance in his or her account, but must be at least an amount equal to the quotient obtained by dividing the Participant's Account balance at the beginning of the calendar year by the life expectancy of the Participant or joint and last survivor expectancy of the Participant and his or her designated Beneficiary. Life expectancy and joint and last survivor expectancy are determined in accordance with Treasury Regulations Section 1.401(a)(9)-9. This Section 5.9 specifically overrides any distribution option in the Plan inconsistent with Code Section 401(a)(9).

5.10 In-Service Distributions From Rollover Account. If a Participant has a separate account attributable to rollover contributions to the Plan, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

5.11 Rollover Distributions.

(a) A Participant or the surviving spouse of a Participant (or a Participant's former spouse who is the alternate payee under a domestic relations order, as defined in Code Section 414(p)) who is entitled to an eligible rollover distribution may elect, at the time and in the manner prescribed by the Administrator and as permitted under applicable law (including Code Sections 457(e)(16) and 402(c)), to have all or any portion of the distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover. The Administrator shall establish reasonable procedures to effectuate direct rollovers in compliance with applicable tax regulations.

(b) For purposes of this Section 5.11, an eligible rollover distribution means any distribution of all or any portion of a Participant's Account Balance, except that an eligible rollover distribution does not include (a) any installment payment under Section 5.4(b) for a period of 10 years or more or (b) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Code Section 401(a)(9). In addition, an eligible retirement plan means an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), a qualified trust described in Code Section 401(a), an annuity plan described in Code Section 403(a) or 403(b), or an eligible governmental plan described in Code Section 457(b), that accepts the eligible rollover distribution.

ARTICLE 6

ROLLOVERS TO THE PLAN AND TRANSFERS

6.1 Eligible Rollover Contributions to the Plan.

(a) A Participant who is an Employee and who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. The Administrator may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Code Section 402 and to confirm that such plan is an eligible retirement plan within the meaning of Code Section 402(c)(8)(B).

(b) For purposes of Section 6.1(a) an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan,

except that an eligible rollover distribution does not include: (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee, or (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Code Section 401(a)(9). In addition, an eligible retirement plan means an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), a qualified trust described in Code Section 401(a), an annuity plan described in Code Sections 403(a) or 403(b), or an eligible governmental plan described in Code Section 457(b), that accepts the eligible rollover distribution.

(c) The Plan shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan from any eligible retirement plan that is not an eligible governmental plan under Code Section 457(b). In addition, the Plan shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan from any eligible retirement plan that is an eligible governmental plan under Code Section 457(b).

6.2 Plan-to-Plan Transfers to the Plan. At the direction of the Employer, the Administrator may permit a class of Participants who are participants in another eligible governmental plan under Code Section 457(b) to transfer assets to the Plan. Such a transfer is permitted only if the other plan provides for the direct transfer of each Participant's interest therein to the Plan. The Administrator may require in its sole discretion that the transfer be in cash or other property acceptable to the Administrator. The Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Code Section 457(e)(10) and Income Tax Regulations Section 1.457-10(b) and to confirm that the other plan is an eligible governmental plan as defined in Income Tax Regulations Section 1.457-2(f). The amount so transferred shall be credited to the Participant's Account Balance and shall be held, accounted for, administered and otherwise treated in the same manner as an Annual Deferral by the Participant under the Plan, except that the transferred amount shall not be considered an Annual Deferral under the Plan in determining the maximum deferral under Article 4.

6.3 Plan-to-Plan Transfers from the Plan.

(a) At the direction of the Employer, the Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Account Balance transferred to another eligible governmental plan within the meaning of Code Section 457(b) and Income Tax Regulations Section 1.457-2(f). A transfer is permitted under this Section 6.3(a) for a Participant only if the Participant has had a Severance from Employment with the Employer and is an employee of the entity that maintains the other eligible governmental plan. Further, a transfer is permitted under this Section 6.3(a) only if the other eligible governmental plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.

(b) Upon the transfer of assets under this Section, liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section (for

example, to confirm that the receiving plan is an eligible governmental plan under paragraph (a) of this Section to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to Income Tax Regulations Section 1.457-10(b).

6.4 Permissive Service Credit Transfers.

(a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code Section 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 6.4(a) may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made under Section 6.4(a) only if the transfer is either for the purchase of permissive service credit (as defined in Code Section 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code Section 415 does not apply by reason of Code Section 415(k)(3).

ARTICLE 7

FUNDING ARRANGEMENT

7.1 Trust Fund. All amounts of Annual Deferrals, all property and rights purchased with such amounts, and all income attributable to such amounts, property, or rights may be held and invested in a trust fund in accordance with this Plan, the Funding Agreement and the requirements of Code Section 457(g). The trust fund, and any subtrust established under the Plan, shall be established pursuant to a written agreement that constitutes a valid trust under the laws of the State of Texas.

7.2 Alternative Funding Arrangements. Plan assets may instead be invested in whole or in part in annuity contracts or custodial accounts, in which case the additional requirements established in Income Tax Regulations Section 1.457-8 shall apply. Specifically, all amounts of Annual Deferrals, all property and rights purchased with such amounts, and all income attributable to such amounts, property, or rights may be held and invested in a non-trust Funding Arrangement in accordance with this Plan and the Funding Agreement. The Funding Arrangement established under the Plan shall be established pursuant to a written agreement that satisfies the applicable laws of the State of Texas.

7.3 Investment of Plan Assets. The Trustee or Custodian shall ensure that all investments, amounts, property, and rights held under the Funding Arrangement are held for the exclusive benefit of Participants and their Beneficiaries in accordance with Income Tax Regulations Section 1.457-8. The Funding Arrangement shall be held pursuant to the Funding Agreement for the exclusive benefit of Participants and their Beneficiaries and defraying reasonable expenses of the Plan and of the Funding Arrangement. It shall be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Funding Arrangement to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

ARTICLE 8
MISCELLANEOUS

8.1 Amendment. The Plan may be amended at any time and from time to time by the Employer; provided, however, that, except as otherwise permitted by law: (a) no amendment shall increase the duties or liabilities of the Trustee or Custodian without the consent of the Trustee or Custodian; (b) no amendment shall decrease the balance in any Account; and (c) no amendment shall provide for the use of funds or assets held to provide benefit under the Plan other than for the benefit of Participants and Beneficiaries, except as may be permitted by applicable law.

8.2 Termination. While it is the Employer's intention to continue the Plan indefinitely in operation, the Employer, as plan sponsor, nevertheless reserves the right to terminate the Plan in whole or in part. Termination or partial termination of the Plan shall result in full and immediate vesting in each affected Participant of the affected portion of his or her Account. Plan termination shall be effective as of the date specified by the Employer. The Employer shall instruct the Trustee or Custodian on termination of the Plan either to continue to manage and administer the Funding Arrangement for the benefit of Participants and Beneficiaries pursuant to the terms and provisions of the Funding Agreement, or to pay over to each Participant the value of his or her vested interest, and to thereupon dissolve the Funding Arrangement.

8.3 Non-Assignability. The interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.

8.4 Domestic Relation Orders. If a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

8.5 IRS Levy. The Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

8.6 Mistaken Contributions. If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable

thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

8.7 Corrections. The Employer and Administrator are authorized to take any actions necessary to correct administrative omissions or to bring the Plan into operational and documentary compliance with applicable federal and state law, including the adoption of retroactive provisions consistent with prior practice.

8.8 Payments to Minors and Incompetents. If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

8.9 Procedure When Distributee Cannot Be Located. The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Funding Arrangement shall continue to hold the benefits due such person to the extent required by law.

8.10 No Contract of Employment. Neither the establishment of the Plan, nor any modification thereof, nor the creation of any fund, trust or Account, nor the payment of any benefits, shall give any Participant or other person whatsoever the right to be retained in the service of the Employer, and all Participants shall remain subject to discharge to the same extent as if the Plan had never been adopted.

8.11 Severability. If any provision of the Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and the Plan shall be construed and enforced as if such invalid or unenforceable provision had not been included.

8.12 Successors. The Plan shall be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties, including each Participant and Beneficiary, present and future.

8.13 Captions. The headings and captions herein are provided for convenience only, shall not be considered a part of the Plan, and shall not be employed in the construction of the Plan.

8.14 Gender and Number. Except where otherwise clearly indicated by context, the masculine gender shall include the feminine gender, the singular shall include the plural, and vice versa.

8.15 Controlling Law. The Plan shall be construed and enforced according to the laws of the State of Texas to the extent not preempted by federal law, which shall otherwise control.

* * * * *

IN WITNESS WHEREOF, the Employer has caused the Plan to be executed by its duly authorized officer this 23rd day of June 2026 to be effective as of January 1, 2026.

NUECES COUNTY HOSPITAL DISTRICT

By: _____

Vishnu V. Reddy

Title: Chairman, Board of Managers

Attest:

By: _____

Jonny F. Hipp

Title: Secretary, Board of Managers

APPENDIX A
PARTICIPATION DETAILS

The following individual(s) shall be Participants in the Plan effective as of the dates and subject to the conditions described below:

Participant Name: Jonny F. Hipp

Participation Date: September 23, 1998

Employee Contributions: None

Employer Contributions: The Employer has made credited periodic deferred compensation contributions to the Participant’s account in accordance with the terms in effect at the time contributions were made. Such contributions shall be reflected as bookkeeping entries and remain subject to the terms of this Plan.

For purposes of clarity and effective in 1999 and for each year thereafter that the Participant is participating in the Plan, the Employer agrees to make nonelective Employer Contributions equal to the basic annual limitations under Code Section 457(b)(2), as adjusted.

The Employer Contribution may be pro-rated based on the pay periods per year and further pro-rated for any partial employment period. Notwithstanding the foregoing and for purposes of clarity, the Participant will cease to be eligible to participate in the Plan and receive any Employer Contributions hereunder if and when the Participant becomes eligible to and participates in the Employer’s Section 403(b) employee retirement plan.

Funding Arrangement: Annuity Contract, New York Life Insurance and Annuity Corporation

Annual Limitations: As described above, the Employer Contributions shall be subject to the basic annual limitations under Code Section 457(b)(2), as may be further limited under Article 4 of the Plan. The limitations, as described in the table below, may be increased for cost-of-living adjustments. For reference purposes, the basic annual limitations under Code Section 457(b)(2) for recent years are as follows:

<i>Year</i>	<i>Applicable Annual Limitation (for Participant and Employer Contributions Combined)</i>	<i>Applicable Annual Limitation for Catch Up Contributions, if Any</i>
2026	\$24,500	\$8,000
2025	\$23,500	\$7,500
2024	\$23,000	\$7,500
2023	\$22,500	\$7,500

ATTACHMENT B

AMENDMENT NO. 1
TO THE
TAX SHELTERED ANNUITY PLAN OF THE NUECES COUNTY HOSPITAL DISTRICT
(As Amended and Restated Effective June 9, 2015)

WHEREAS, the Nueces County Hospital District (the “Employer”) has adopted the Tax Sheltered Annuity Plan of the Nueces County Hospital District (the “Plan”);

WHEREAS, pursuant to Section 14.1 of the Plan, the Board of Managers of the Company (or its delegate) is authorized to amend the Plan at any time and for any reason;

WHEREAS, the Company desires to amend the Plan to comply with the requirements of the SECURE 2.0 Act of 2022, and the regulations and guidance promulgated thereunder; and

WHEREAS, unless otherwise defined herein, capitalized terms herein shall have the same meaning ascribed to such terms in the Plan.

NOW THEREFORE, the Plan is hereby amended, as follows, as provided herein:

1.

Effective January 1, 2026, **Section 4.2** of the Plan is hereby amended to add the following new Paragraph to its end:

“Effective January 1, 2026, Pretax Elective Deferrals made by Highly-Paid Individuals may be recharacterized as Roth Elective Deferral Catch-Up Contributions, and each Highly-Paid Individual shall be deemed to have consented to such a recharacterization. Catch-Up Contributions made by Highly-Paid Individuals must be either: (a) made on a Roth Elective Deferral basis, (b) recharacterized as having been made on a Roth Elective Deferral basis through any method allowed under applicable IRS regulations (including but not limited to allowing in plan Roth Elective Deferral rollovers and in plan Roth Elective Deferral transfers for such Participants even if not otherwise allowed under the Plan), provided such method is consistent among similarly situated Participants in any given Plan Year, or treated as a failure under section 414(v)(1) of the Code and distributed to the applicable Highly-Paid Individuals or corrected in another manner specified by Treasury regulations. For this purpose, ‘Highly-Paid Individual’ means an individual who received FICA wages for purposes of sections 3101(a) and 3111(a) of the Code from the Employer that exceed \$145,000, as modified by the cost-of-living adjustment provided under section 414(v)(7)(E) of the Code, in the prior calendar year. Further, for any taxable year, the amount of allowable Catch-Up Contributions for any Participant who has attained at least age 60 but not age 64 by the end of said year shall increase to the Enhanced Catch-Up Limit. For this purpose, the ‘Enhanced Catch-Up Limit’ means 150% of allowable Catch-Up Contributions as described in section 414(v)(2)(B) of the Code and modified by the cost-of-living adjustments provided under section 414(v)(2)(C) of the Code. For purposes of clarity, this paragraph is intended to comply with the requirements

under the SECURE 2.0 Act of 2022 and the regulations and guidance promulgated thereunder.”

2.

Effective as of January 1, 2023, **Section 7.2(c)** of the Plan is hereby deleted in its entirety and replaced with the following:

“(c) Notwithstanding anything in this Plan to the contrary, the Account Distribution Date will not be later than the Participant’s Required Beginning Date. The “Required Beginning Date” means April 1 of the calendar year following the later of: (i) the calendar year in which the Participant attains the Applicable Age, or (ii) the calendar year in which he or she terminates employment. Notwithstanding the foregoing, Required Beginning Date for a 5% owner (as defined in Code § 416(i)(1)) shall be April 1 of the calendar year following the calendar year in which such Participant attains the Applicable Age. The “Applicable Age” means: (i) age 70½ for people born before July 1, 1949; (ii) age 72 for people born after June 30, 1949; and (iii) effective January 1, 2023, age 73 for people born after the year 1950. This Paragraph shall be interpreted so as to cause all distributions under the Plan to be in compliance with section 401(a)(9) of the Code and the applicable regulations and guidance thereunder. For purposes of determining minimum required distributions under such section, the Participant (or his Beneficiary) may elect whether or not to recalculate life expectancies, but if no such election is made, life expectancies shall be recalculated.”

3.

Effective January 1, 2024, **Section 9.3** of the Plan is amended by deleting the final sentence and replacing it with the following:

“Notwithstanding any provision in this Section 9.3 to the contrary, (i) hardship withdrawals made on or after January 1, 2019 shall be administered in accordance with the applicable requirements of the Bipartisan Budget Act of 2018 and the related regulations and other guidance issued by the Internal Revenue Service from time to time; and (ii) hardship withdrawals made on or after January 1, 2024 shall be administered in accordance with the applicable requirements of the SECURE 2.0 Act of 2022 and the related regulations and other guidance issued by the Internal Revenue Service from time to time, including such guidance related to self-certification of financial hardship.”

4.

Effective for tax years beginning after December 31, 2023, **Section 12.1** of the Plan is hereby amended to add the following new sentence to its end:

“As stated in section 402A(d)(5) of the Code, which is hereby incorporated by reference, the required distribution rules associated with section 401(a)(9) of the

Code do not apply to designated Roth Elective Deferral Subaccounts effective for tax years beginning after December 31, 2023.”

5.

Effective as of January 1, 2023, **Section 12.2(a)** of the Plan is hereby deleted in its entirety and replaced with the following:

“(a) If the Participant’s surviving spouse is the Participant’s sole Designated Beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained Applicable Age, if later.”

6.

Except as specifically amended herein, the Plan shall remain in full force and effect.

[Signature Page Follows]

[Signature Page to Amendment No. 1 to the Tax Sheltered Annuity Plan of the Nueces County Hospital District]

IN WITNESS WHEREOF, the Company has caused this Amendment No. 1 to be executed on this 23rd day of June 2026, to be effective as provided herein.

NUECES COUNTY HOSPITAL DISTRICT

By: _____

Vishnu V. Reddy

Title: Chairman, Board of Managers

Attest:

By: _____

Jonny F. Hipp

Title: Secretary, Board of Managers

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

I, the undersigned Secretary of the Board of Managers of the Nueces County Hospital District, hereby attest as follows:

- 1. The Board of Managers of said District convened in regular meeting on the 23rd day of June 2026, at the regular meeting place, and the roll was called of the duly constituted officers and members of said Board of Managers, to wit:

Vishnu V. Reddy, Chairman
Sylvia Tryon Oliver, Vice Chairman
Mariana Garza
Georgia Neblett
Karen O'Connor Urban
Pamela Brower
Sunil Reddy

and all of said persons were present, except the following absentees: _____, _____, and _____ thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: A written

**RESOLUTIONS OF
THE BOARD OF MANAGERS OF
THE NUECES COUNTY HOSPITAL DISTRICT**

was introduced for the consideration of said District and read in full. It was then duly moved and seconded that said Resolution be passed, and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed, and carried by the following vote:

YEAS: _____
NAYS: _____
PRESENT NOT VOTING: _____
ABSENT: _____

2. That a true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and forgoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in the minutes of said Meeting; that the above and forgoing paragraph is a true, full, and correct excerpt from the minutes of said Meeting pertaining to and passage of said Resolution; that the persons named in the above and forgoing paragraph are the duly appointed, qualified, and acting members of the Board of Managers of said District as indicated therein; that each of the members of the Board of Managers of said District was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of aforesaid Meeting, and that said Resolution would be introduced and considered for passage at said Meeting, and that each of said members consented, in advance, to holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the date, time, place, and purpose of said Meeting was given all as required by Texas Government Code, §551.001 et.seq.

SIGNED AND SEALED THIS 23rd day of June, 2026.

ATTEST:

Jonny F. Hipp
Secretary, Board of Managers

{NCHD SEAL}