



This FIRST AMENDMENT TO THE MASTER AGREEMENT FOR TREASURY SERVICES (this “First Amendment”) is dated effective as of January __, 2024 (the “Effective Date”) by and among BOKF, NA d/b/a Bank of Texas (“BOKF”) and the County of Grayson, Texas a body corporate and politic under the laws of the State of Texas (“Grayson County”).

WITNESSETH:

WHEREAS, Grayson County and BOKF are parties to that certain MASTER AGREEMENT FOR TREASURY SERVICES effective as of June 5, 2017 (the “Agreement”) by and between Grayson County, whereby BOKF and Grayson County agreed, subject to the terms and conditions set forth therein, to the terms of the Agreement;

WHEREAS, the terms of the Agreement, pursuant to the original Corporate Statement (“First Corporate Statement”), included then-judge William Magers as an Authorized Officer of Grayson County and provided him with the authority to execute the Agreement;

WHEREAS, Grayson County and BOKF entered into a certain COUNTY DEPOSITORY AND SECURITY PLEDGE CONTRACT FOR FUNDS OF GRAYSON COUNTY, TEXAS, passed and approved on May 30, 2023, whereby Grayson County gave Judge Bruce Dawsey, authority to serve as a duly authorized representative of Grayson County;

WHEREAS, BOKF and Grayson County now seek to incorporate a new Corporate Statement (“Second Corporate Statement”) and to supersede the First Corporate Statement, in order to provide Judge Bruce Dawsey with authority to enter into and sign future treasury agreements;

WHEREAS, all capitalized terms not otherwise defined herein shall have those meanings assigned to such terms in the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. MASTER AGREEMENT FOR TREASURY SERVICES.

Effective as of the Effective Date, and subject to the terms and conditions set forth therein, the Agreement is hereby amended to incorporate and supersede as if fully set forth in the Agreement the terms of the Second Corporate Statement to provide Judge Bruce Dawsey with authority to enter into and sign future treasury agreements are hereby adopted in accordance with the attached hereto and incorporated by reference as Exhibit “A.”

B. REPRESENTATIONS AND WARRANTIES.

BOKF and Grayson County hereby represent and warrant that:

1. This First Amendment, when duly executed and delivered, will constitute the legal, valid and binding obligation of BOKF and Grayson County, enforceable in accordance with its terms.

C. OTHER WAIVERS, CONVENANTS, AND MISCELLANEOUS TERMS



1. Except as expressly amended and supplemented hereby, the Agreement shall remain unchanged and in full force and effect, and the same is hereby ratified and extended.

2. This First Amendment may be executed and delivered in any number of counterparts, each of which shall constitute one and the same instrument. The exchange of executed counterparts of this First Amendment or of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this First Amendment and may be used in lieu of the original for all purposes.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the Effective Date.

**THE COUNTY OF GRAYSON, TEXAS, a body
corporate and politic under the laws of the
State of Texas**

BOKF, NA d/b/a BANK OF TEXAS

By: _____
Bruce Dawsey
County Judge

By: _____
Jeff Alexander
Senior Vice President



Exhibit A

Master Agreement for Treasury Services - Corporate Statement

Master Agreement for Treasury Services



CORPORATE STATEMENT

As Secretary, Assistant Secretary or Authorized Officer of the company agreeing to the Master Agreement for Treasury Services, I do hereby certify that the person(s), whose Authorized Signatures, appears above, is (are) presently authorized by resolution(s) of the Board of Directors of the company to execute this agreement. We are entitled to rely upon this certification until written notice of its revocation is delivered to us.

GRAYSON COUNTY

CUSTOMER'S LEGAL NAME

Signature of Authorized Representative

[This Certification should not be signed by the individual who signed the Authorization Letter unless the Customer is a "Sole Proprietorship."]

Bruce Dawsey

[Print Name]

County Judge

[Print Title]

[Date]

**If executing on behalf of an entity that is Customer's managing member, member, manager or general, included the name of that entity.*



Exhibit B

Master Agreement for Treasury Services – Treasury Services Delegation of Authority Form

Master Agreement for Treasury Services



TREASURY SERVICES DELEGATION OF AUTHORITY FORM

You may complete this form if you wish to delegate authority to sign various authorization forms to someone other than the person who signed the Authorization Letter.

By signing this delegation form, you authorize any person holding a specified title/postion or each individual specified by name acting alone, to execute documents pertaining to the use of Services, including but not limited to designating one or more persons (which may include himself or herself) authorized to initiate, amend, cancel, confirm or verify the authenticity of instructions to us for Services, whether given orally, electronically or by facsimile instructions, and to revoke any authorization granted to any such person, as he or she deems appropriate. The signer of this form has the same authority described above for each Service with us, unless otherwise specified. We are entitled to rely upon this delegation until written notice of its revocation is received by us.

A. DELEGATION OF AUTHORITY TO SPECIFIC INDIVIDUALS

NAME: <u>Gayla Hawkins</u>	SERVICE: <u>All Treasury Services Under MA</u>
ENTITY: <u>Grayson County Treasury</u>	SIGNATURE: _____
NAME: _____	SERVICE: _____
ENTITY: _____	SIGNATURE: _____
NAME: _____	SERVICE: _____
ENTITY: _____	SIGNATURE: _____
NAME: _____	SERVICE: _____
ENTITY: _____	SIGNATURE: _____

I prefer to "DECLINE" the delegation of authority to specific individuals section of this agreement.

GRAYSON COUNTY

(CUSTOMER'S LEGAL NAME)

[Signature of Authorized Representative]

Bruce Dawsey

[Print Name]

County Judge

[Print Title]

[Date]

* If executing on behalf of an entity that is Customer's managing member, member, manager or general partner, include the name of that entity

