

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS
STANDARD AMENDMENT COVERSHEET (rev 12-08)

AGREEMENT NUMBER MA-200307	AMENDMENT NUMBER 5
FEDERAL EMPLOYER ID NUMBER 94-1687665	

1. All capitalized terms not defined in this amendment (the "Amendment") have the meanings given to them in the Agreement referenced above. As set forth in the Agreement, the term "Contractor" or "Bank" refers to **Bank of America, N.A.**, and the term "AOC" or "State" refers to the **Judicial Council of California, Administrative Office of the Courts**.

2. Title of the Agreement: **Government Banking Services**
The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement

3. This Amendment becomes effective on **February 28, 2010**

4. The maximum amount that the AOC may pay Contractor for Processing Services under the Agreement (as amended) is **\$125,000.00**

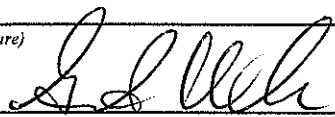
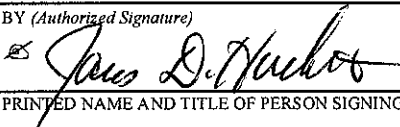
5. PURSUANT TO THIS AMENDMENT TO MASTER AGREEMENT NO. MA-200307 BETWEEN THE AOC AND THE BANK, THE AGREEMENT FOR GOVERNMENT BANKING SERVICES (TOGETHER THE "MASTER AGREEMENT") IS AMENDED AS FOLLOWS:

1. For Section 1, Services, Subsections 1.1, Description of Services, 1.2, Treasury Services, 1.3, Depository Services, and 1.4, Merchant Services; Section 2, Fees; Section 12, AOC Confidential Information; and Section 17, Entire Agreement; "Superior Court" is hereby replaced with "Judicial Branch Entity" (i.e., "the Superior Courts of California, the Supreme and Appellate Courts, and the Administrative Office of the Courts."
2. The Authorization and Agreement for Treasury Services of Exhibit B is hereby replaced with the attached Authorization and Agreement for Treasury Services, Revision 1
3. Exhibit E-2, Addendum to Merchant Services Agreement is hereby replaced with Exhibit E-2, Addendum to Merchant Services Agreement, Revision No. 1.
4. Exhibit E-3, Participation Agreement Between Bank of America, N.A., and a Superior Court of California is hereby replaced with Exhibit E-3, Participation Agreement Between Bank of America, N.A., and a Court of California, Revision No. 1.

In the event of a conflict between this Master Agreement and an Exhibit or Appendix, the Master Agreement shall prevail.

The expiration date of the Master Agreement shall remain the same.

6. Except as provided in this Amendment, all terms and conditions of the original Master Agreement, as previously amended, remain in full force and effect.

AOC'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) Bank of America, N.A.
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Grant Walker Senior Manager, Business Services	PRINTED NAME AND TITLE OF PERSON SIGNING James D Hackett, SVP
ADDRESS Attn: Business Services Unit 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS Attn: James Hackett, Senior Vice President, Government West CA3-117-15-01 555 Capitol Mall Sacramento, CA 95814

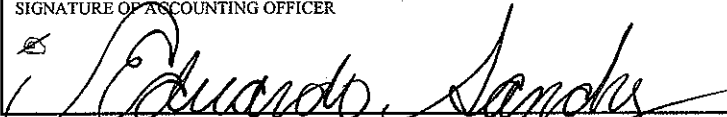
Administrative Office of the Courts Use Only

Agreement Number	MA-200307, Amendment 5
Contractor Name	Bank of America, N.A.

Fund Title	Program/ Category	Item	Chapter	Statute	Fiscal Year	Object of Expenditure	Amount
Trial Court Trust Fund	30 Judicial Council	0250-001-0932	1	2009	2009-2010	0932-45147003-0213-59-09	\$125,000.00

Amount Encumbered by this Document:	Prior Amount Encumbered for this Contract:	Total Amount Encumbered to Date:
\$125,000.00	\$0.00	\$125,000.00

I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER	DATE
	5/12/10

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**AUTHORIZATION AND AGREEMENT FOR
TREASURY SERVICES, REVISION 1**

CLIENTS' LEGAL NAMES

The Judicial Council of California, Administrative Office of the Courts, for the benefit of:

The Judicial Council of California, Administrative Office of the Courts ("AOC")

Superior Court of Alameda County	Superior Court of Riverside County
Superior Court of Alpine County	Superior Court of Sacramento County
Superior Court of Amador County	Superior Court of San Benito County
Superior Court of Butte County	Superior Court of San Bernardino County
Superior Court of Calaveras County	Superior Court of San Diego County
Superior Court of Colusa County	Superior Court of San Francisco County
Superior Court of Contra Costa County	Superior Court of San Joaquin County
Superior Court of Del Norte County	Superior Court of San Luis Obispo County
Superior Court of El Dorado County	Superior Court of San Mateo County
Superior Court of Fresno County	Superior Court of Santa Barbara County
Superior Court of Glenn County	Superior Court of Santa Clara County
Superior Court of Humboldt County	Superior Court of Santa Cruz County
Superior Court of Imperial County	Superior Court of Shasta County
Superior Court of Inyo County	Superior Court of Sierra County
Superior Court of Kern County	Superior Court of Siskiyou County
Superior Court of Kings County	Superior Court of Solano County
Superior Court of Lake County	Superior Court of Sonoma County
Superior Court of Lassen County	Superior Court of Stanislaus County
Superior Court of Los Angeles County	Superior Court of Sutter County
Superior Court of Madera County	Superior Court of Tehama County
Superior Court of Marin County	Superior Court of Trinity County
Superior Court of Mariposa County	Superior Court of Tulare County
Superior Court of Mendocino County	Superior Court of Tuolumne County
Superior Court of Merced County	Superior Court of Ventura County
Superior Court of Modoc County	Superior Court of Yolo County
Superior Court of Mono County	Superior Court of Yuba County
Superior Court of Monterey County	First District, Court of Appeal
Superior Court of Napa County	Second District, Court of Appeal
Superior Court of Nevada County	Third District, Court of Appeal
Superior Court of Orange County	Fourth District, Court of Appeal
Superior Court of Placer County	Fifth District, Court of Appeal
Superior Court of Plumas County	Supreme Court of California

The following addresses may be used for giving notices in connection with this Exhibit B except as the AOC or Bank provide the other different addresses to be used in conjunction with the AOC's accounts or particular Treasury Services.

Address for Client Notices:

Judicial Council of California,
Administrative Office of the Courts,
Attn: Grant Walker
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94104
Telephone No.: (415) 865-4090
Fax No.: (415) 865-4326

Address(es) for Bank Notices:

Bank of America Corporation
Documentation Management (CA4-706-04-07)
P.O. Box 27128
Concord, CA 94527-9904
Fax No.: (925) 675-7131

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Treasury Services Delegation of Authority Form

This form is optional and is to be used when the AOC wishes to delegate authority to sign various authorization forms to someone other than the person who signed the Master Agreement.

The AOC authorizes the incumbent of the specified position listed in section A or each person listed in section B below, acting alone, to execute documents that Bank may request, and any amendments or renewals thereof, pertaining to the use of Treasury 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 Bank for Treasury 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 Treasury Service with Bank, unless otherwise specified. Bank is entitled to rely upon this delegation until it has received a written notice of its revocation from the AOC.

Guidelines for Completion: Fill out either section A or section B, or both, depending on the AOC's needs. To delegate authority to any person holding a specific title, fill out section A. To delegate authority to specific individuals by name, fill out section B. For each name or title, indicate "All" in the "Service" column if the person or title has authority to sign documents for all Treasury Services which the AOC receives from the Bank. Otherwise, indicate specific Treasury Services for which the person or title has authority. For each name or title, indicate the entity or entities for which the person or title has authority to sign documents.

Client Authorization Instructions: The same person who signed the Master Agreement form must sign this Treasury Services Delegation of Authority form.

A. TO DELEGATE AUTHORITY TO ANY PERSON HOLDING SPECIFIC POSITIONS

Title	Service	Entity

B. TO DELEGATE AUTHORITY TO SPECIFIC INDIVIDUALS

Name	Service	Entity	Specimen Signature

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TREASURY SERVICES DELEGATION OF AUTHORITY FORM, REVISION 1
(CONTINUED)

CLIENTS' LEGAL NAMES

Judicial Council of California, Administrative Office of the Courts, for the benefit of:

Judicial Council of California, Administrative Office of the Courts

Superior Court of Alameda County
Superior Court of Alpine County
Superior Court of Amador County
Superior Court of Butte County
Superior Court of Calaveras County
Superior Court of Colusa County
Superior Court of Contra Costa County
Superior Court of Del Norte County
Superior Court of El Dorado County
Superior Court of Fresno County
Superior Court of Glenn County
Superior Court of Humboldt County
Superior Court of Imperial County
Superior Court of Inyo County
Superior Court of Kern County
Superior Court of Kings County
Superior Court of Lake County
Superior Court of Lassen County
Superior Court of Los Angeles County
Superior Court of Madera County
Superior Court of Marin County
Superior Court of Mariposa County
Superior Court of Mendocino County
Superior Court of Merced County
Superior Court of Modoc County
Superior Court of Mono County
Superior Court of Monterey County
Superior Court of Napa County
Superior Court of Nevada County
Superior Court of Orange County
Superior Court of Placer County
Superior Court of Plumas County

Superior Court of Riverside County
Superior Court of Sacramento County
Superior Court of San Benito County
Superior Court of San Bernardino County
Superior Court of San Diego County
Superior Court of San Francisco County
Superior Court of San Joaquin County
Superior Court of San Luis Obispo County
Superior Court of San Mateo County
Superior Court of Santa Barbara County
Superior Court of Santa Clara County
Superior Court of Santa Cruz County
Superior Court of Shasta County
Superior Court of Sierra County
Superior Court of Siskiyou County
Superior Court of Solano County
Superior Court of Sonoma County
Superior Court of Stanislaus County
Superior Court of Sutter County
Superior Court of Tehama County
Superior Court of Trinity County
Superior Court of Tulare County
Superior Court of Tuolumne County
Superior Court of Ventura County
Superior Court of Yolo County
Superior Court of Yuba County
First District, Court of Appeal
Second District, Court of Appeal
Third District, Court of Appeal
Fourth District, Court of Appeal
Fifth District, Court of Appeal
Supreme Court of California

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Attn: Grant Walker
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San Francisco, CA 94104
Telephone No.: (415) 865-4090
Fax No.: (415) 865-4326

Address(es) for Bank Notices:

Bank of America Corporation
Documentation Management (CA4-706-04-07)
P.O. Box 27128
Concord, CA 94527-9904
Fax No.: (925) 675-7131

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EXHIBIT E-2 TO MASTER AGREEMENT, Revision No. 1

Addendum to Merchant Services Agreement
Between
Bank of America, N.A.
And
Administrative Office of the Courts (California)

This Addendum to Merchant Services Agreement ("Addendum") amends the Merchant Services Agreement, attached as Exhibit E-1 ("MS Agreement") between Administrative Office of the Courts for the State of California, a state governmental entity ("you," "your" or "AOC"), and Bank of America, N.A., a national banking association ("we," "us," "our," or "Bank of America"). The words and phrases not otherwise defined herein will have the same meanings ascribed to them in the MS Agreement.

RECITALS AND ADDITIONAL AGREEMENTS

A. Bank of America and AOC are parties to an Agreement for Government Services dated January 1, 2004 ("Government Banking Services Agreement").

B. Among the services Bank of America will provide to AOC pursuant to the Government Services Agreement are the merchant services more fully described and governed by the MS Agreement.

C. AOC enters into the MS Agreement to set the common terms for individual California state trial and appellate courts ("Court") and the AOC. The parties understand and agree that an individual Court or the AOC will accept Cards and process Transactions. A Court or the AOC may not accept a Card Transaction under these terms and conditions until it has completed a Participation Agreement, substantially in the form attached hereto as Exhibit E-3 to Master Agreement, and both the Court or the AOC and Bank of America have signed such Participation Agreement.

D. Each Court and the AOC will be liable only for its own Card Transactions, actions, activities and payments and no individual Court or the AOC will be liable for the Card Transactions, actions and activities of and payments due from another Court or the AOC. Each Court and the AOC will maintain a Deposit Account and any other account(s) as provided in the MS Agreement.

E. The parties understand that the individual Participation Agreements for Courts and the AOC may be signed by AOC officers and are valid and enforceable against the applicable Court or AOC.

The parties hereby agree to amend the MS Agreement as follows:

1. Subsection C and the last sentence of the Introduction Section of the MS Agreement is hereby removed and replaced in its entirety with the following:

"C. You are a government entity organized pursuant to the laws of the State of California that directly, or through the Appellate Courts or the Superior Courts of California, accepts payments, bail or other amounts for government purposes, and desire that we provide Merchant Services to you under your and Court or AOC Applications and this MS Agreement. The related addenda, schedules,

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relevant Association rules, and Operating Procedures are part of this MS Agreement to the extent such documents are provided or made available to you, and, individually and collectively, all these documents are referred to as the "MS Agreement" or "Agreement" between you and us."

2. Section 1.13 of the MS Agreement, definition of "Card Transaction", is hereby removed and replaced in its entirety with the following:

"Card Transaction" is a transaction between you and a Cardholder for sale, rental or service, or any credit related thereto, that is evidenced by a Sales Draft, a Credit Voucher or electronic transmission and is presented to us by you for processing through the Card Organizations. For the purposes of this MS Agreement, "service" as used in this definition, will include, but not be limited to, AOC conference registration fees and all government services provided or fees or other payments assessed or collected by a Court as allowed by law. The parties understand that, in certain circumstances, a Superior Court is permitted by law or regulation to collect fees on behalf of the County in which the Superior Court operates. In the event the County signs the Participation Agreement, the Superior Court may accept a Card Transaction for such collection and it will be considered a "service" provided by the Superior Court for the purposes of this Agreement."

3. Section 1.22 of the MS Agreement, definition of "Deposit Account", is hereby removed and replaced in its entirety with the following:

"Deposit Account" is the checking account or other acceptable account you maintain at the Bank for credit of Charges and debit of Credit Vouchers, Chargebacks, Processing Fees and any fines assessed by Card Organizations. Each Court or AOC will maintain one or more Deposit Accounts as otherwise provided in this MS Agreement. The parties understand and agree that a Deposit Account may be in the name and tax identification number of the Court or the AOC or may be in the name and tax identification number applicable to the County in which the Superior Court operates. The Court or AOC will identify the Deposit Account(s) in the Participation Agreement. In the event the Deposit Account is in the County's name, the County will be an additional signer to the applicable Participation Agreement."

4. Section 1.27 of the MS Agreement, definition of "Fee Schedule", is hereby removed and replaced in its entirety with the following:

"Fee Schedule" as used in this MS Agreement means the portion of the fee schedule provided by us to you as Exhibit H to the Government Banking Services Agreement that refers to Merchant Services. The Merchant Services portion of the Fee Schedule is also attached to this MS Agreement and will be attached to each Participation Agreement. The Fee Schedule is a part of this MS Agreement."

5. Section 1.37 of the MS Agreement, definition of "Reserve Account", is hereby removed and replaced in its entirety with the following:

"Reserve Account" is a deposit account you established and maintained as described in Section 10. We agree that any Reserve Account will be collateralized as required by applicable law."

6. Section 1.30 of the MS Agreement, definition of "Operating Procedures" is hereby removed and replaced in its entirety with the following:

"Operating Procedures" collectively refers to manuals, instructional materials, specifications, and operating regulations that describe the policies, procedures and transaction requirements set forth by Card Organizations or Bank of America to be followed by you and us, as amended from time to time. All references to your compliance with Operating Procedures in this MS Agreement relate only

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to those manuals, instructional materials, specifications and operating regulations we provide to you or are available to you on websites operated by us or the Card Organizations.”

7. Section 2.01 of the MS Agreement is hereby modified by adding the following to the end of that Section:

“D) In the course of performing the services under this MS Agreement we may have access to information (including, without limitation, information linking any specific individual to any legal or administrative proceedings, trade secrets, technical information, business forecasts and strategies, marketing plans, customer and supplier lists and information, personnel information, financial data, and proprietary information of third parties provided to you in confidence) regarding you, practitioners before you, or members of the public (collectively, “Court Confidential Information” or “AOC Confidential Information”). We will hold all such Court or AOC Confidential Information in strict confidence, will use Court or AOC Confidential Information solely for the purpose of performing our obligations under this MS Agreement, and will disclose Court or AOC Confidential Information to our employees and agents solely on a need-to-know basis. We will be fully responsible for the acts of our employees and agents in the event any of our employees or agents to whom we disclosed such confidential information fails (a) to hold Court or AOC Confidential Information in strict confidence, or (b) to use the Court or AOC Confidential Information solely for the purpose of performing our or their obligations under the MS Agreement.

Our obligations under this Section 2.01 D will not apply to any Court or AOC Confidential Information that we can demonstrate: (i) is or becomes generally available to the public other than as a result of disclosure by us or our employees or agents in breach of this MS Agreement or other obligations; (ii) becomes available to us on a non-confidential basis from a third party, unrelated to you, who has the right to make such information available on a non-confidential basis; (iii) was known to us on a non-confidential basis prior to its disclosure to us in connection with this MS Agreement; or (iv) is independently developed by our personnel without use of or access to the Court or AOC Confidential Information.

Notwithstanding the provisions of this Section 2.01 D, we will be permitted to disclose Court or AOC Confidential Information to the extent such disclosure is required by the order of a court or similar judicial or administrative body, provided that we will, as permitted by law, promptly notify you in writing upon receipt of any such order and prior to making any such required disclosure, and will cooperate with you to limit the scope of the disclosure.

We acknowledge and agree that any unauthorized disclosure or use (or threatened disclosure or use) of Court or AOC Confidential Information is likely to cause irreparable harm and significant injury to you, and/or the public, the degree of which may be difficult to ascertain and for which money damages could not reasonably or adequately compensate you. Accordingly, and in addition to your right to seek damages and other available remedies at law or in equity, we agree that you will have the right to obtain immediate temporary or preliminary injunctive relief enjoining any breach or threatened breach of this Section 2.01 D if so ordered by a court of competent jurisdiction.

We are bound by this Section 2.01 D notwithstanding any other provision contained in this MS Agreement and our obligations under this Section 2.01 D will survive indefinitely after termination of this MS Agreement or any portion thereof.”

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8. Section 3.01 B of the MS Agreement is hereby removed and replaced in its entirety with the following:

“Except as otherwise required by law, you must treat this MS Agreement and all Visa, MC, Network and our documents and materials relating to this MS Agreement, including but not limited to all pricing information, and Operating Procedures, as confidential and proprietary and protect them with not less than the degree of care a prudent business entity would use to protect its own confidential and proprietary information. Notwithstanding the above, you may allow review or provide copies of all or part of this MS Agreement, including the pricing, to employees or members of the public who submit requests pursuant to the California Rule of Court 10.500 or have a statutory right to review or copy such documentation, except that in no event may you share any or all of the Visa, MC or Network rules, or Operating Procedures published by such a party, with any person other than your employee(s) having a specific need to know. In any event of a request for the documents or information covered by this Section 3.01 by a third party, you will comply with or refuse the request in accordance with your standard procedures for review of such requests. In the event a court of competent jurisdiction orders disclosure of such information or document, you may comply after prior written notice to us of your intention to disclose.”

9. Section 3.02 A of the MS Agreement is hereby removed and replaced in its entirety with the following:

“You must provide adequate services in connection with each Card Transaction in accordance with any standard trade practices, customs and applicable warranties, and you must provide repairs, reprocessing of service and replacement or take other corrective action as may be required by law.”

10. Section 3.03 A of the MS Agreement is hereby modified by adding the following to the end of that Section:

“Notwithstanding anything to the contrary in this Section 3.03 A, failure to give us advance notice of changes in operation, will not be considered a material breach of this MS Agreement. However, in the event a Court or the AOC has a 25% or greater change in the percentage of (i) volume or amount of Card Transactions or (ii) mail/phone order Card Transactions in comparison to all Card Transactions processed, or (iii) internet Card Transactions in comparison to all Card Transactions processed; then we may notify the person listed on the applicable Application and ask for a business explanation of the change. In the event there is no or insufficient business reason for such change in Card Transaction processing, we may, with respect to the AOC or applicable Court, on no less than 10 business days’ notice (i) require a Reserve Account, (ii) limit the type of Card Transactions accepted; or (iii) terminate the Court’s or AOC’s rights to process all Card Transactions under this MS Agreement.”

11. Section 3.04 of the MS Agreement is hereby modified by adding the following to the end of that Section:

“However, no Card Transaction will be subject to any change in Operating Procedures until either we or a Card Organization (i) have notified you of the change, or (ii) have made the change available to you on a website.”

12. Section 3.05 J of the MS Agreement is hereby removed and replaced in its entirety with the following:

“Each statement on the Card Transaction as submitted by you is true, and you have no knowledge of facts that would impair its validity or collectibility;”

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13. Sections 4.02 B and 4.03 F of the MS Agreement are each hereby modified by adding the following to the end of those Sections:

“The parties recognize and understand that you will collect certain personal Cardholder information in connection with the provision of your services regardless of whether the recipient uses a Card to pay for such services. You will make every reasonable effort to separate and restrict the use of such personal information to ensure that the Card Transaction or personal information or both is not used for purposes other than your provision of services and settlement of the Card Transaction.”

14. Section 4.04 of the MS Agreement is hereby modified by adding the following to the end of that Section:

“The parties recognize both the special decorum that is maintained by the Courts and the AOC and the benefit of letting people know that Cards may be used to pay for the goods or services provided by the Courts and the AOC. With respect to Card Transactions on the Internet, you will be in compliance with the provisions of this Section 4.04 by providing the names of the Card types accepted in so-called drop down boxes or other selection indicator a person would use in completing payment. For other Card Transactions, we will work with you to set a mutually agreeable plan for compliance with this Section 4.04.”

15. Section 7.11 of the MS Agreement is hereby modified by adding the following to the end of that Section:

“The parties recognize and understand that you will collect certain personal information in connection with your provision of services regardless of whether the recipient uses a Card to pay for such services. You may use such personal information as required by law or Rules of Court; however, in no event may the Cardholder’s account number be used or a combination of the Cardholder’s name and account number be used except for a purpose identified or permitted in this Section 7.11.”

16. Section 9.01 of the MS Agreement is hereby removed and replaced in its entirety with the following:

“Deposit Account Required. You must maintain a Deposit Account in your name in satisfactory condition with us. In the absence of any other written agreement with us, the standard terms and conditions that apply to our deposit accounts of the same type will apply. As amounts become payable to you under this Agreement, we will make payments to you by crediting the Deposit Account. You authorize us to debit the Deposit Account and any Reserve Account, whether now existing or established in the future, or to offset any funds due you from us in connection with this MS Agreement, or both, for any and all amounts due us. The authorization given in this Section 9.01 will continue, even if this MS Agreement terminates, until you pay all of your obligations to us. If you do not maintain sufficient balances in the Deposit Account to cover amounts owing under this Agreement, you must immediately pay all such amounts directly to us, and if you do not do so, at our discretion we may cease processing additional Card Transactions until the amounts due are paid.”

17. Section 11.01 of the MS Agreement is hereby removed and replaced in its entirety with the following:

“To secure your performance of your obligations under this MS Agreement, you grant us a security interest in each Charge and its proceeds, the Reserve Account, whether now existing or established in the future, and in the proceeds of those accounts. We may enforce these security interests without notice or demand. The security interests granted under this MS Agreement will

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continue even if this MS Agreement terminates, until you pay all your obligations to us. You will cooperate with us by signing our standard agreements whereby you will consent to control by us over the disposition of funds in the accounts subject to the security interests.”

18. The introductory paragraph of Section 12.01 of the MS Agreement is hereby removed and replaced in its entirety with the following:

“You will pay us the fees in the Fee Schedule and its attachments. The Fee Schedule is part of this MS Agreement. Fees will be based on the gross dollar amount of all Charges received by us from you during the preceding calendar month, week, or day. In addition, you may be assessed a surcharge for certain non-qualified Transactions as described in the Fee Schedule. We may charge fees based on a discount percentage, per item, interchange plus basis, or as otherwise agreed with you. Additional fees and charges apply for the special services described following Section 18, as well as for extra services as agreed between you and us. Fees not in our sole control, (e.g. fees set by Card Organizations) may be changed from time to time upon 30 days’ prior notice. Fees in our sole control may be changed from time to time upon at least 180 days’ prior notice; but in no event will any increase in fees in our sole control be effective prior to the first anniversary of this MS Agreement. Notices of changes in Fees will be made as provided in the Notices section of this MS Agreement. Any change in fees will become part of this MS Agreement as of the effective date.”

19. The introductory paragraph and subsection A of Section 15 of the MS Agreement is hereby removed and replaced in its entirety with the following:

“The parties recognize and agree that this MS Agreement is a convenient method of providing standard contract terms and pricing for Courts and the AOC. Either you or we may terminate this MS Agreement or may terminate any special services (following Section 18) effective as to all Courts and the AOC who have executed a Participation Agreement, on 180 days’ advance written notice, with or without cause, and as otherwise provided in this MS Agreement. You may also terminate this MS Agreement on less than 180 days’ notice if you object to an amendment promulgated by us under Section 16. If not terminated by you or us earlier, this MS Agreement will terminate on January 1, 2009.

With respect to one or more Courts or the AOC, we may terminate this MS Agreement immediately, followed by written notice to the person identified in the Participation Agreement, in the event we reasonably determine that, with respect to the Court(s) or AOC being terminated:

A) There is a material adverse change in your financial condition, except that a delay in the passage of the State of California annual budget at the end of the State’s fiscal year will not constitute a material adverse change in financial condition for the purposes of this Subsection 15 A.”

20. Section 16 A of the MS Agreement is hereby removed and replaced in its entirety with the following:

“A) Final Agreement. This Agreement, along with the Application, Fee Schedule, Operating Procedures, Participation Agreements, and Master Agreement dated January 2, 2004, is the entire Agreement between the parties on the subject matter contained within and supersedes all prior or contemporaneous negotiations, stipulations or agreement. In the event a Court or the AOC had an agreement for merchant services with us (“Prior Merchant Services Agreement”) and executes a Participation Agreement pursuant to these terms and conditions, this MS Agreement will supersede the Prior Merchant Services Agreement. If any provision of this Agreement is invalid or unenforceable, the other provisions remain effective. Sections related to Chargebacks, fees, Deposit Account, indemnification, limitation of liability, arbitration, Electronic Equipment, preservation and

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security of information and records, Reserve Account and general provisions survive termination of this Agreement.”

21. Section 16 B of the MS Agreement is hereby removed and replaced in its entirety with the following:

“We may amend this MS Agreement with respect to changes outside our control (e.g. changes required by Card Organizations) or with respect to changes that are the result of systems changes that affect all or a substantial number of our merchants at any time by sending you notice or making it available to you as provided in the Notices section of this MS Agreement at least 15 days before the effective date of the amendment, except for an increase in the Fee Schedule, which requires the advance notice provided in Section 12.01. The amendment becomes effective unless we receive your written notice of termination of this MS Agreement no later than the effective date of the amendment. We may amend this MS Agreement, excluding the Fee Schedule, on less than 15 days’ prior written notice if we reasonably determine any Operating Procedure or provisions of law require an earlier amendment.”

22. Section 17 of the MS Agreement, Arbitration and Waiver of Jury Trial, is hereby removed in its entirety.

23. Section 24 of the MS Agreement, Continuing Guaranty, is hereby removed in its entirety.

EXHIBIT E-3 TO MASTER AGREEMENT
Revision No. 1

PARTICIPATION AGREEMENT
BETWEEN
BANK OF AMERICA, N.A.
AND

This Participation Agreement is entered into between Bank of America, N.A. ("Bank of America") and _____ a [*select the applicable party and delete the others*] [Superior Court of California, County of _____, California ("Court")] [the Administrative Office of the Courts for the State of California] [*First, Second, Third, etc. as applicable*] Appellate District]. Bank of America and the Administrative Office of the Courts for the State of California ("AOC") have entered into a Merchant Services Agreement, effective April 20, 2005 ("MS Agreement") as part of its Master Agreement MA200307 with Bank of America. The AOC negotiated the terms of such agreements, including pricing, for the benefit of the individual Courts in the State of California or the AOC. Bank of America and AOC agreed that Bank of America would extend the terms, including the pricing, to individual Courts and the AOC and by signing this Participation Agreement a Court or the AOC agrees to and accepts such terms. All words and phrases not otherwise defined herein will have the meanings ascribed to them in the MS Agreement.

A. PARTICIPATION TERMS AND CONDITIONS

1. Court or the AOC has submitted an Application for merchant services to Bank of America providing information and selecting certain service options.

2. By signing this Participation Agreement, Court or the AOC and Bank of America agree to be bound by the terms and conditions of this Participation Agreement and the MS Agreement.

3. If Court or the AOC was a party to a prior agreement for merchant services with Bank of America, such prior agreement is superseded by this Participation Agreement and all subsequent Transactions will be governed by this Participation Agreement, including the processing of Credit Vouchers and Chargebacks for Transactions prior to the effective date. For the purposes of this Section A.3, the effective date of this Participation Agreement will be set by Bank of America as soon as reasonably practicable after receipt of a fully executed Participation Agreement, but in no event later than 20 business days after receipt of such fully executed Participation Agreement.

B. INDIVIDUAL COURTS OR THE AOC

1. The Court or AOC understands and agrees that the terms and conditions of the MS Agreement include individual Court or AOC obligations. For example, the individual Court or AOC

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makes the representations and warranties provided in Section 3.05 of the MS Agreement with respect to each Transaction it submits to Bank of America. Likewise, Court or AOC will not be held responsible for acts or omissions of any other Court that may also sign a Participation Agreement. For example, should the AOC or another Court have excessive Chargebacks, Court will not be penalized or subject to termination on that basis.

2. The parties agree that Court or AOC remains liable for its actions or inaction in processing a Card Transaction, including, for a Superior Court, its direction to deposit collections into a County account. However, County is liable for the payment of Chargebacks, Credit Vouchers and the like and fees, including any fines or penalties, applicable to the Transactions or the Deposit Account in the County's name for Transactions processed to such Deposit Account.

3. The fees provided for in the MS Agreement and as noted in Exhibit H, Fee Schedule, apply to Court or AOC based on the Court's or AOC's Transactions and obligations.

C. EFFECTIVE DATE AND TERMINATION

1. This Participation Agreement will become effective on the date it is signed by both parties.

2. This Participation Agreement remains in full force and effect until the parties hereto terminate it as provided in the MS Agreement or until the MS Agreement between AOC and Bank of America is terminated.

D. NOTICES

1. Any notice required or permitted to be given under the MS Agreement will be given as provided in those agreements.

2. Court or AOC understands and agrees that Bank of America may share with AOC any and all information as to Court's or AOC's actions or failure to act with respect to accepting Cards or Checks for payments or collections.

E. COLLECTIONS FOR COUNTY (for Superior Courts only)

1. The parties understand that the Superior Court has certain authority to collect payments on behalf of the County in which the Superior Court resides. The parties agree that Superior Court may accept Cards or Checks as specifically provided in the MS Agreement for such payments. The Superior Court agrees that it will direct Bank of America to deposit any such collections to an account number in the name of the County.

2. The Superior Court may not collect payment for County in the absence of County's execution of a copy of this Participation Agreement.

F. COUNTY'S ACCEPTANCE OF COURT COLLECTION (for Superior Courts only)

By signing below, County agrees with the terms and conditions of the MS Agreement as they apply to the Superior Court's acceptance of payments on County's behalf, including without limitation, accepting liability for payment of Chargebacks, fees and penalties for Card Transactions deposited to

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the Deposit Account in the County's name as directed by the Superior Court. The County also agrees to allow Bank of America to share cost information regarding Transactions with the AOC to assist in determining appropriate pricing.

BANK OF AMERICA, N.A.

By: _____

Print Name: _____

Title: _____

Date: _____

[select the applicable party and delete the other][SUPERIOR COURT OF CALIFORNIA,
COUNTY OF _____] [Administrative Office of the Courts for the State of
California] [*[[First, Second, Third, etc. as applicable]* Appellate District]

By: _____

Print Name: _____

Title: _____

Date: _____

*[Delete if not applicable]*OPTIONAL SIGNATURE OF COUNTY, COUNTY OF _____

By: _____

Print Name: _____

Title: _____

Date: _____

