JUDICIAL COUNCIL OF CALIFORNIA
STANDARD AMENDMENT COVERSHEET

MASTER AGREEMENT NUMBER	AMENDMENT NUMBER
MA-201311	4
	FEDERAL EMPLOYER ID NUMBER
	51-0009810

1. All capitalized terms not defined in this amendment (the "Amendment") have the meanings given to them in the Master Agreement referenced above (the "Agreement"). As set forth in the Agreement, the term "Contractor" refers to **Progressive Financial Services, Inc.** and the term "Judicial Council or "State" refers to the **Judicial Council of California.**

2. This Amendment becomes effective on March 21, 2018.

3. Progressive Financial Services, Inc. and Transworld Systems, Inc. entered into a Referral and Revenue Sharing Agreement. Progressive Financial Services, Inc. is in the process of exiting the collections business. The Agreement effectively provides a vehicle whereby Progressive Financial Services, Inc. introduces Transworld Systems, Inc. as a solution for its customers. All Participating Courts currently serviced by Progressive Financial Services, Inc. would be recalled and placed with Transworld Systems, Inc.

   Pursuant to Section 14.8, Progressive Financial Services, Inc. wishes to assign all of its rights and obligations under the Agreement to Transworld Systems Inc. and the Judicial Council of California. As such, the parties agree to amend the Agreement as set forth below.

4. This expiration date of the Master Agreement is through December 31, 2018.

5. The address for notices to the Contractor set forth in section 14.9, Notices, of the Agreement is hereby changed to:

   Transworld Systems Inc.
   500 Virginia Drive, Suite 514
   Fort Washington, Pennsylvania 19034
   Attention: Tom Arnst & Phillip Prince

6. The address for Court's Project Manager as set forth in section 3, Contacts, of the Participation Agreement is hereby changed to:

   Judicial Council of California
   2850 Gateway Oaks Drive, Suite 300
   Sacramento, CA 95833
   Attention: Maria Lira
   Office: 916-263-7320
   maria.lira@jud.ca.gov

   The address for Contractor's Project Manager as set forth in section 3, Contacts, of the Agreement is hereby changed to:

   Transworld Systems, Inc.
   5626 Frantz Rd
   Dublin, OH 43017
   Attention: Mark Redfern
   Office: 740-639-4141
   Cell: 614-207-6978
   mark.redfern@tsico.com

7. This assignment and assumption agreement ("Assignment") is made as of **March 21, 2018** (the "**Assignment Date**") among **Progressive Financial Services, Inc.** ("Contractor"), the **Judicial Council of California** ("Judicial Council") and Transworld Systems, Inc. ("TSI") regarding Master Agreement Number **MA-201311** (the "Agreement").

   A. **Assignment and Assumption.** Contractor hereby fully and forever assigns all of its rights, interests, duties and obligations in, to and under the Agreement to Transworld Systems, Inc., for good and valuable consideration, hereby accepts Contractor's assignment, and assumes and agrees to perform all the duties and obligations of Contractor arising under the Agreement from and after the Assignment Date. With respect to all rights and obligations arising from and after the Assignment Date, the term "Contractor" in the Agreement will refer to Transworld Systems Inc.

   B. **Consent.** Judicial Council consents to the assignment and assumption of the Agreement from Contractor to Transworld Systems Inc. pursuant to this Assignment and acknowledges that the Agreement will remain in full force and effect in accordance with its terms, as modified in this Assignment. This Assignment will apply to, bind, and inure to the benefit of the parties and their respective heirs, legal representatives, successors, and assigns, from and after the Assignment Date.

   C. The parties agree that this Assignment represents the parties' entire understanding regarding its subject matter.

   D. This Amendment may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract.

8. The parties agree that except as provided in this Amendment, all terms and conditions of the Agreement, as previously amended, remain in full force and effect.

JUDICIAL COUNCIL'S SIGNATURE	CONTRACTOR'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California	Progressive Financial Services, Inc.	Transworld Systems Inc.
BY *(Authorized Signature)* ✍ M. Lawson	BY *(Authorized Signature)* ✍	BY *(Authorized Signature)*
PRINTED NAME AND TITLE OF PERSON SIGNING Mona Lawson, Supervisor, Contracts	PRINTED NAME AND TITLE OF PERSON SIGNING Wesley Hull, CEO	PRINTED NAME AND TITLE OF PERSON SIGNING Neal Stern, COO
DATE EXECUTED 3/23/2018	DATE EXECUTED 3/22/18	DATE EXECUTED 3/22/2018
ADDRESS Attn: Branch Accounting and Procurement | Administrative Division 2850 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833-4348	ADDRESS 1919 W. Fairmont Dr., Building 8 Tempe, AZ 85282	ADDRESS 150N. Field Drive, Suite 200 Lake Forest, IL 60045