

**JUDICIAL COUNCIL OF CALIFORNIA**  
**STANDARD AMENDMENT COVERSHEET** (rev 07-14-14)

	AGREEMENT NUMBER <b>MA-SF202207</b>	AMENDMENT NUMBER <b>2</b>
		FEDERAL EMPLOYER ID NUMBER <b>On File</b>

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" refers to **Global Lease Group, Inc.**, and the term "Judicial Council" or "State" refers to the **Judicial Council of California**.

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2. This Amendment becomes effective as of **May 1, 2026** (the "Effective Date") and shall remain in effect with respect to each vehicle leased by a JBE from Contractor for the remainder of the vehicle lease term.

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3. The title of the Agreement is: **Fleet Vehicle Management Services**.  
 The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.

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4. The maximum amount the Judicial Council or a JBE may pay Contractor is set forth in each individual Purchase Order.

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5. The parties agree to amend the Agreement as follows:
  - A.) The purpose of this Amendment is to i) revise Appendix B, Attachment 1, Pricing Schedule to add one (1) vehicle, 2026 Chevrolet Equinox SUV (gas powered), ii) revise Appendix A, Goods and Services, Section 2.1.1, 3.1 and 3.3 to remove the telematics program, iii) revise Appendix A, Goods and Services, Section 3.5 to revise project manager, and iv) revise Appendix A, Goods and Services, Section 1.4 and Appendix B, Payment Provisions, Section 2.1 to revise contact person when a JBE places an order under this Master Agreement.
  - B.) The Contractor will continue to provide Fleet Vehicle Management Services.
  - C.) Appendix A, Goods and Services, Revision No. 1, is deleted in its entirety and replaced with **Appendix A, Goods and Services, Revision No. 2**.
  - D.) Appendix B, Payment Provisions, Revision No. 1 is deleted in its entirety and replaced with **Appendix B, Payment Provisions, Revision No. 2**.
  - E.) Appendix B, Attachment 1, Pricing Schedule is deleted in its entirety and replaced with Appendix B, Payment Provisions, Attachment 1, Pricing Schedule, **Revision No. 1**.
  - F.) The Expiration Date of this Agreement is **unchanged** and remains **August 31, 2028** and remains in effect with respect to each vehicle leased by a JBE from Contractor for the remainder of the vehicle lease term.

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

JUDICIAL COUNCIL'S SIGNATURE	CONTRACTOR'S SIGNATURE
JUDICIAL COUNCIL OF CALIFORNIA	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) <b>GLOBAL LEASE GROUP, INC.</b>
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Semyrra Hines, Supervisor, Contracts</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>Ben K. Rosenbloom, Vice President</b>
DATE EXECUTED <b>4/28/2026</b>	DATE EXECUTED <b>April 28, 2026</b>
ADDRESS <b>Attn: Branch Accounting and Procurement 455 Golden Gate Avenue, 6<sup>th</sup> Floor San Francisco, CA 94102</b>	ADDRESS <b>Attn: Ben K. Rosenbloom, President 3 Tidd Circle, Ste 1 Lexington, MA 02420</b>

**APPENDIX A**  
**Goods and Services**  
*Revision No. 2*

**1. Background, Purpose, and Ordering. [REVISED]**

The Judicial Council of California (Judicial Council), the 58 superior courts, 6 appellate courts, The Supreme Court of California, and the Habeas Corpus Resource Center are collectively referred to as judicial branch entities or JBEs; or individually as a JBE.

The purpose of this Master Agreement is to set forth the terms and conditions that apply to Contractor's provision to a complete fleet vehicle services program under the terms of a Master Agreement including the fleet vehicle leasing, fleet vehicle management, *and insurance/accident management services. [REVISED]*

- 1.1** This Agreement sets forth the terms and conditions that apply to Contractor's provision of Work to the JBEs. "Work" shall mean the Goods, Services, and Deliverables as further described in Sections 2 and 3 below. This Agreement does not obligate a JBE to place any orders for Work under this Agreement, and does not guarantee Contractor a specific volume of orders.
- 1.2** Each JBE shall have the right to place orders under this Agreement for any of the Work. A JBE may place orders for Work by entering into a Participating Addendum with Contractor in the form attached as Appendix E to this Agreement ("Participating Addendum"). Pricing for Work shall be in accordance with the prices set forth in this Agreement. After a Participating Addendum has been presented to the Contractor by a JBE, the Contractor shall acknowledge, sign, and perform under the Participating Addendum in a timely manner. Contractor shall provide the Work for each JBE in accordance with the terms of this Agreement and the applicable Participating Addendum.
- 1.3** Each Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE signing such Participating Addendum, subject to the following: (i) each Participating Addendum shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participating Addendum; (ii) the Participating Addendum may not alter or conflict with the terms of this Agreement, or exceed the scope of the Work provided for in this Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Agreement. The Participating Addendum and this Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document. Contractor shall notify the Establishing JBE within five (5) business days of receipt of a Participating Addendum from a Participating Entity. The Contractor shall promptly provide the Establishing JBE with a fully-signed copy of each Participating Addendum between the Contractor and a Participating Entity.
- 1.4** Under a Participating Addendum, the JBE may at its option place orders for the Goods using a purchase order, subject to the following: such purchase order is subject to and governed by the terms of the Master Agreement and the Participating

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Addendum, and any term in the purchase order that conflicts with or alters any term of the Master Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and JBE. Subject to the foregoing, the Participating Addendum shall be deemed to include such purchase orders.

If any JBE requests a vehicle or service that is not currently listed in this Agreement, then Contractor will reach out to **Deborah Mok** ([deborah.mok@jud.ca.gov](mailto:deborah.mok@jud.ca.gov)) for approval to move forward. Without the permission by formal amendment to this Agreement, Contractor shall not add or lease any vehicles not currently listed in the agreement. **[REVISED]**

Any JBE that submits a purchase order to the Contractor using this Master Agreement must send a copy of the purchase order to **Deborah Mok** ([deborah.mok@jud.ca.gov](mailto:deborah.mok@jud.ca.gov)) and Paul Sempungu ([paul.sempungu@jud.ca.gov](mailto:paul.sempungu@jud.ca.gov)). **[REVISED]**

- 1.5** The JBE signing the Participating Addendum shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participating Addendum; and (ii) its obligations and any breach of its obligations. Any breach of obligations by a JBE shall not be deemed a breach by any other JBE. Under no circumstances shall a JBE have any liability or obligation except pursuant to a Participating Addendum signed by such JBE, nor shall any breach by a JBE under a Participating Addendum give rise to a breach under any other Participating Addendum or be deemed grounds for termination of this Agreement by Contractor. The Establishing JBE shall have no liability or responsibility of any type related to: (i) any other JBE's use of or procurement through this Agreement (including any Participating Addendum), or (ii) such JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
- 1.6** This Agreement is a nonexclusive agreement. Each JBE reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by a JBE to provide the Work.

**2. Goods [REVISED]**

**2.1 Description of Goods.** As ordered by each JBE under a Participating Addendum, Contractor shall provide to the JBEs the following products, goods, materials, and supplies ("Goods") free and clear of all liens, claims, and encumbrances, and in accordance with this Agreement:

- Vehicles (as listed in Appendix B, Attachment 1)

**2.1.1. Vehicle Leasing Requirements: [REVISED]**

2.1.1.1 Vehicle lease terms shall be for a base period of 60 months.

2.1.1.2 All vehicles will be on an open-ended lease. The Open-ended lease will require final payment from the JBE to Contractor to be based on the difference between the residual (projected) value of the property leased as shown below in table **2.1.1.4**, and its realized (actual) value as

determined by the MSRP of the vehicle. Open-ended leases must have no mileage restrictions. **[REVISED]**

2.1.1.3 Each lease will be assigned to the JBE and not assigned to any individual drivers. All leases will allow for multiple users.

2.1.1.4 Vehicles must depreciate as follows:

<b>Depreciation and Residual Terms</b>		
<b>Term</b>	<b>Depreciation per month</b>	<b>Residual value of vehicle at end of term</b>
60	1.33%	20%

2.1.1.5 The Judicial Council reserves the right to extend the initial term of the Master Agreement for up to one additional year by written notice to the Contractor prior to the expiration of the Master Agreement.

2.1.1.6 Thirty (30) days prior to the expiration or termination of any lease under the Master Agreement, the Contractor must supply end-of-term balance and estimated wholesale value of the leased vehicle to the JBE at the end of the 60-month term.

2.1.1.7 Thirty (30) days prior to the expiration or termination of leases under the Master Agreement, the Contractor must contact the Judicial Council or other participating JBE to determine whether the leased vehicles should be returned to the same place where delivery was accomplished or to another destination mutually agreeable to the parties.

2.1.1.8 The Contractor must provide a written inspection form that is signed and dated by both the JBE and the Contractor at the time the leased vehicle is returned to the Contractor upon termination or expiration of the lease for a specific vehicle.

2.1.1.9 The JBE may terminate up to 10% of the leased vehicle fleet ordered before the end of a leased vehicle period provided that the performance of each vehicle terminated reaches 50% of the leased vehicle period, free of charge. For example, if the base period is 6 years, and the leased vehicles have been leased for a minimum of 3 years, the JBE may terminate up to 10% of the vehicles leased under that performance period, free of charge.

2.1.1.10 At the end of the lease, the successful proposer will pay for the difference between the car's residual value and its actual value if the car's value is higher than the residual value at lease end. The JBE will pay the successful proposer the difference between the car's residual value and its actual value if the car's value is lower than the residual value at the lease end.

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- 2.1.1.10.1 Upon expiration of each lease, Contractor shall provide the JBE or the Judicial Council, as applicable, with a terminal rental adjustment settlement document that includes the following:
- i. Any final charges or credits;
  - ii. A printout from the Automotive Leasing Guide, Black Book, or other comparable reputable publication acceptable to the JBE or Judicial Council, as applicable, that shows the most recent residual value of the leased vehicle;
  - iii. The settlement calculation; and
  - iv. The settlement amount, if any, to be paid by the JBE to the Contractor or by the Contractor to the JBE.
- 2.1.1.11 The Contractor must give the Judicial Council and other JBEs access to all final sales data.
- 2.1.1.12 Any JBE may choose to extend the lease term of the vehicle by an additional period of time mutually agreeable to each party 30 days prior to the expiration of termination of a specific leased vehicle. The Contractor must provide to the JBE adjustments, if any, to the amount of the lease payment along with new reduced book value at the end of the extension period.
- 2.1.1.13 Pricing must be fixed for the entire duration of the lease entered into under the Master Agreement. Pricing for the lease shall include all applicable charges or costs, including but not limited to costs associated with the preparation of all paperwork necessary for vehicle titles, licenses, delivery and any other miscellaneous fees.
- 2.1.1.14 Leased vehicles shall be for the most current model year as determined by the date on which the leased vehicles are requested by a JBE.
- 2.1.1.15 Vehicle warranty must be bumper-to-bumper for the term of the lease at no extra charge and 24 hours per day, 7 days a week, roadside driver assistance program must be provided at no extra charge.
- 2.1.1.16 All pre-delivery vehicle servicing must be performed in accordance with accepted new car delivery preparation standards.
- 2.1.1.17 Each leased vehicle shall be equipped with all legal devices required for highway operation and meet all Department of Transportation, State of California, Cal/OSHA, and federal standards and requirements.
- 2.1.1.18 All vehicles must meet California Emissions Standards.
- 2.1.1.19 All vehicles must include the following features:

Automatic Transmission  
Bumper to Bumper Warranty for the lease period

Bluetooth technology  
Front and rear floor mats  
AM/FM radio  
Adjustable steering column  
Adjustable front seats  
Cruise control  
Air conditioning  
Spare tire  
Driver and passenger front-impact airbags  
Power mirrors

***[REMOVED Telematics]***

- 2.1.1.20 The Contractor must provide a loaner vehicle for any JBE employee after drop-off for servicing/repair or, alternatively, if no loaner vehicle is available, must provide a ride to pick up a rental vehicle from its network of rental facilities, and provide a ride back to the service center from the rental facility if the repairs or maintenance require overnight servicing.
- 2.1.1.20.1 The Contractor is required to provide the JBE with a loaner from its own fleet of vehicles, or if unavailable, a rental from its network of rental facilities. Such loaner or rental vehicle must be of similar make and model as the leased vehicle that is being serviced or repaired. A loaner or rental vehicle will be provided for up to five (5) days free of charge when a leased vehicle is undergoing repairs or maintenance that requires overnight servicing. If vehicle maintenance or servicing is not due to the fault of the JBE (i.e., defective vehicle, recall, etc.) then the JBE will not be held accountable and Contractor will provide a loaner or rental vehicle free of charge for the duration of the repairs or maintenance.
- 2.1.1.21 The Contractor must have a network of rental facilities or be able to deliver vehicles in all major California cities and to the following areas of the State of California:
- a. Northern/Central Region (NCR) – Shasta, Placer, Nevada, Sacramento, Fresno.
  - b. Southern Region (SR) – Kern, Los Angeles, Orange, Riverside, San Diego, Burbank.
  - c. Bay Area/Northern Coastal Region (BANCR) – Mendocino, Sonoma, Contra Costa, Alameda, Santa Clara, San Francisco.
- 2.1.1.22 The Contractor's participating locations for vehicle pickup are the franchised dealers in the closest proximity to the user's location. The Contractor shall submit a monthly invoice to each JBE for payment for the entire month in arrears. The Contractor shall invoice at the full monthly amount shown in the lease. For vehicles in the JBE's

possession for a partial month, the Contractor shall invoice at a pro rata share of the monthly amounts based on the number of days the vehicle was in the JBE's possession. A month shall be interpreted as thirty (30) days for the purposes of this computation. Lease payments must not begin to accrue until the JBE accepts delivery of the vehicle, and will be payable only for days the vehicle is in the JBE's possession, and shall cease upon return of the leased vehicle to the Contractor.

2.1.1.23 Contractor will register all leased vehicles with the Department of Motor Vehicles. Contractor will install temporary registration documents on each vehicle prior to delivery to the JBE. Contractor will provide EXEMPT license plates and registrations within thirty (30) days of delivery of a leased vehicle. Contractor and each JBE shall cooperate and furnish any and all information or documentation which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance.

**2.2 Risk of Loss; Title.** Proposer will deliver the Goods "Free on Board Destination Freight Prepaid", to the JBE at their designated location.

**2.3 Inspection and acceptance criteria.**

JBE will inspect each vehicle at the time of lease, to verify that that such vehicle is: 1) of size, design, capacity, type and manufacture selected by the JBE; 2) in good working condition and repair with no mechanical issues; and 3) satisfactory in all respects and is suitable for the JBE's purpose. JBE will complete an inspection, which may include an inspection check-list to verify that the vehicle meets JBE's requirements for acceptance.

**2.4 Goods Warranties.** Proposer warrants that the Goods will be merchantable for their intended purposes, free from all defects in materials and workmanship, in compliance with all applicable specifications and documentation, and free from defects in design. The JBE's approval of designs or specifications furnished by Proposer shall not relieve Proposer of its obligations under this warranty.

**3. Services. [REVISED]**

**3.1 Description of Services.** As ordered by each JBE under a Participating Addendum, Contractor shall perform the following services ("Services") for the JBEs:

- Fleet Vehicle Maintenance and Management Services for leased vehicles.
- **[REMOVED Telematics Program]**
- Insurance/Accident Management

**3.2 Fleet Vehicle Maintenance Requirements:** The Contractor must provide a monthly all-inclusive full-service maintenance management program for a fixed monthly fee per leased vehicle.

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The Contractor must provide:

- a) Driver support to coordinate repairs and minimize vehicle downtime;
- b) Cost and quality controls for vehicle repairs;
- c) Fleet management support and recommendations;
- d) Emergency roadside assistance, 24 hour/day, 7 days a week;
- e) Quarterly metrics for costs and service in a spreadsheet that contains information similar to the type of information in the following table:

<b>Column Heading</b>	<b>Contents</b>
Vehicle ID	ID number
Maintenance Date	Date maintenance is performed
Maintenance Performed	Brief Descriptions, e.g., Oil change, 30K, 60K, 90K, etc.
Lessee	JBE name
Odometer Reading	Mileage on maintenance date
Lease Expiration	Date lease is scheduled to expire

**3.2.1 Preventive Maintenance (PM)**

The Contractor must provide a description of the preventive maintenance process it has in place. The Contractor must provide a preventive maintenance schedule with notification of key maintenance milestones, for example, 15k, 30k, etc., and the services/parts listed below:

2.2.1.1 All factory recommended preventative maintenance services as pre-scheduled and prescribed by the original equipment manufacturer to be performed at industry standard intervals.

2.2.1.2 All incidental parts required for preventative maintenance (fluids, belts, hoses, ignition and emission components, etc.).

**3.2.2 Maintenance and Repair**

The Contractor must provide the following included services:

3.2.2.1 Contractor agrees that all factory-recommended preventative maintenance services pre-scheduled and prescribed by the original equipment manufacturer will be performed at industry standard

intervals. All incidentals and parts required for the preventative maintenance (fluids, belts, hoses, ignition and emission components, etc.) will be included, and Contractor will pay for, or reimburse the JBE for its payment of, all costs and expenses incurred in connection with the maintenance or repair of the vehicle(s) covered by such Vehicle Lease Schedule (each, a "Covered Vehicle"). Maintenance does not cover, and the JBE will remain responsible for and pay for: (i) fuel, (ii) oil and other fluids between changes, (iii) tire repair and replacement, and (iv) washing.

3.2.2.2 Contractor must have a network of maintenance and repair facilities in all major California cities and in the following areas of the State of California. The Contractor's complete listing of all participating locations for vehicle maintenance and repair are listed in Appendix G:

Northern/Central Region (NCR) – Shasta, Placer,  
Nevada, Sacramento, Fresno.

Southern Region (SR) – Kern, Los Angeles, Orange,  
Riverside, San Diego, Burbank.

Bay Area/Northern Coastal Region (BANCR) –  
Mendocino, Sonoma, Contra Costa, Alameda, Santa  
Clara, San Francisco.

3.2.2.3 Capabilities for providing 24 / 7 driver's aide with regard to emergency roadside assistance for the entire state and the Reno, Nevada/Lake Tahoe area.

A loaner vehicle is to be provided at the State of California's rate when a leased vehicle is undergoing repairs or maintenance that requires overnight servicing. The State of California's loaner vehicle rates can be found here, and may be amended from time to time:

<https://www.dgs.ca.gov/OFAM/Travel/Resources/Page-Content/Resources-List-Folder/Car-Rental-Resources>. The Contractor must be able to provide loaner vehicle service, rental vehicle service, vehicle drop-off, driver pick-up, etc.

3.2.2.4 A process for documenting all vehicle repair service performed on a vehicle.

3.2.2.5 A quality assurance program for all services.

3.2.2.6 Strategies for minimizing repair times and driver downtime.

3.2.2.7 A process for monitoring the repair process (time, labor rates, parts used, quality of repair and driver satisfaction).

3.2.2.8 A support process in the event that a vehicle requires repair service but is under a manufacturer or repair facility warranty.

3.2.2.9 The following maintenance and repair related information/reports for each JBE:

- Every 2 weeks oil change reminders;
- Monthly summary cost reports:
  - body repairs, mechanical repairs, glass, car rentals, etc.;
- Custom reports as requested by the JBE.

3.2.2.10 The Contractor shall provide metrics on vehicle performance as requested by JBE, but no more than twice per fiscal year for each JBE.

- JBE trends (average cost of repairs, average number of days for repairs, etc.);
- JBE performance vs. Contractor's other accounts;
- Contractor's performance vs. Industry (average cost of repairs, average number of days for repairs, etc.);
- JBE cost-savings opportunities.

3.2.2.11 Management of warranty claim service.

### **3.2.3 Customer Service that includes the following:**

2.2.3.1 A toll-free 800 number / 24 hours per day for roadside service;

2.2.3.2 A call center;

2.2.3.3 Semi-annual fleet reviews for JBEs;

2.2.3.4 Emergency roadside assistance;

2.2.3.5 Internet customer service.

### **3.2.4 Project Organization and Management**

The Contractor shall establish and maintain an appropriate organizational structure to enable the management of the program. Documentation supporting the Contractor's ability to provide service under the Master Agreement (including but not limited to office location, service provider network, leasing location) is to be included with the bid submission.

### **3.3 [REMOVED Fleet Telematics Program]**

### **3.4 Insurance and Accident Services Requirements: [REVISED]**

3.4.1 Insurance: The Judicial Council shall be responsible to provide vehicle liability protection and collision for claims or lawsuits resulting from the operation of a vehicle. The coverage will be provided through the State

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Motor Vehicle Self-Insurance Program (VELSIP) and will cover liability arising out of the operation of each vehicle with limits of liability as established by the State of California Office of Risk and Insurance Management (ORIM), and more fully set forth in the State Administrative Manual, section 2420.

3.4.2 Collision and Comprehensive Damage and Repairs: As required under this *Agreement*, the Contractor shall be responsible for repairs of all damage to any leased vehicle. The Contractor may charge back to the individual JBE the first \$1,000 on any loss or damage. The Contractor is also responsible for all administrative details for all accident reports/repairs, subrogation and insurance processes including:

**[REVISED]**

- a) Towing arrangements;
- b) Car/van rental arrangements;
- c) Appraisals and photographs;
- d) Salvage;
- e) Claims recovery assistance;
- f) Coordination of subrogation and loss recovery;
- g) Third party physical damage claims;
- h) Reporting associated with accident, repair, subrogation claims, recoveries and legal proceedings involving physical damage to the vehicles; and
- i) Accident activity reports.

3.4.3 As part of accident administration, the Contractor will be required to receive telephonic and e-mail reports of all accidents involving property damage. The Contractor must promptly notify the Judicial Council Risk Management Unit when an accident involving a vehicle subject to the Master Agreement is reported. The Judicial Council will require that the Contractor cooperate with the ORIM, the JBE, the Judicial Council Risk Management Unit, and the Judicial Council Legal Services Office, or any other designee of the Judicial Council, in the investigation and administration of any claims or lawsuits arising from the JBE's operation of a vehicle.

3.4.4 Minimally, the Contractor will be required to provide the Judicial Council, and as requested by other JBEs, the following information:

- a) Monthly listing of all accidents reported by the JBE with an indication of cost to repair a damaged vehicle.
- b) Quarterly subrogation activity report showing the current status of each file.
- c) Monthly report showing damages recovered for the reporting period and the cost of repairs for each vehicle. Funds recovered should accompany this report.

- d) Semi-annual report to include total cost of repairs and total of recovered damages.

**3.5 Project Managers.** Each JBE may designate a project manager. The Establishing JBE's project manager is: **Steven Bonde**. A JBE may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor's project manager is: **Ben K. Rosenbloom**. Subject to written approval by the Establishing JBE, Contractor may change its project manager without need for an amendment to this Agreement. **[REVISED]**

**3.6 Service Warranties.** Contractor warrants to the JBEs that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable and the Services will conform to the requirements of this Agreement and all applicable specifications and documentation. The foregoing warranty shall commence upon the JBE's acceptance of such Deliverable or Service, and shall continue for a period of one (1) year following acceptance. In the event any Deliverable or Service does not conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the JBE.

**3.7 Resources.** Contractor is responsible for providing any and all facilities, materials and resources (including personnel, equipment, tools and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.

**3.8 Commencement of Performance.** This Agreement is of no force and effect until signed by both parties and all Establishing JBE-required approvals are secured. Any commencement of performance prior to Agreement approval (and approval by a JBE of a Participating Addendum) shall be at Contractor's own risk.

**3.9 Stop Work Orders.**

3.9.1 Each JBE may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Work being provided to such JBE for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the JBE and the Contractor may agree ("Stop Work Order"). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the JBE shall either (i) cancel the Stop Work Order; or (ii) terminate the Work covered by the Stop Work Order as provided for in this Agreement.

3.9.2 If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume

the performance of the Work. The JBE shall make an equitable adjustment in the delivery schedule and the Participating Addendum shall be modified, in writing, accordingly, if:

3.9.2.1. The Stop Work Order results in an increase in the time required for performance of any part of the Participating Addendum; and

3.9.2.2. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage.

3.9.3 The JBEs shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

- 3 Acceptance or Rejection.** All Goods, Services, and Deliverables are subject to acceptance by each JBE. The JBE may reject any Goods, Services or Deliverables that (i) fail to meet applicable requirements or specifications, including acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the JBE). If the JBE rejects any Good, Service, or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Good, Service, or Deliverable at no expense to the JBE to correct the relevant deficiencies and shall redeliver such Good, Service, or Deliverable to the JBE within ten (10) business days after the JBE's rejection, unless otherwise agreed in writing by the JBE. Thereafter, the parties shall repeat the process set forth in this section until the JBE accepts such corrected Good, Service, or Deliverable. The JBE may terminate the portion of the Participating Addendum that relates to a rejected Good, Service, or Deliverable at no expense to the JBE if the JBE rejects that Good, Service, or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

**APPENDIX B**  
**Payment Provisions**  
**Revision No. 2**

- 1. General.** Subject to the terms of this Agreement, Contractor shall invoice the JBE, and the JBE shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the JBE shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature that Contractor incurs.
- 2. Compensation for Leased Vehicles [REVISED]**

- 2.1 Amount.** Contractor will invoice the following amounts for Services or Deliverables that the JBE has accepted:

The Judicial Council or any other JBE shall compensate Contractor for each leased vehicle in accordance with the summarized Appendix B, Attachment 1. To the extent the Judicial Council desires to lease a vehicle that is not currently set forth in Appendix B, Attachment 1, the Judicial Council and Contractor shall amend this Master Agreement to include such additional vehicle in Appendix B, Attachment 1.

*If any JBE requests a vehicle or service that is not currently listed in this Agreement, then Contractor will reach out to Deborah Mok ([deborah.mok@jud.ca.gov](mailto:deborah.mok@jud.ca.gov)) for approval to move forward. Without the permission by formal amendment to this Agreement, Contractor shall not add or lease any vehicles not currently listed in the agreement. [REVISED]*

*Any JBE that submits a purchase order to the Contractor using this Master Agreement must send a copy of the purchase order to Deborah Mok ([deborah.mok@jud.ca.gov](mailto:deborah.mok@jud.ca.gov)) and Paul Sempungu ([paul.sempungu@jud.ca.gov](mailto:paul.sempungu@jud.ca.gov)). [REVISED]*

The firm fixed amounts set forth in Appendix B, Attachment 1 are the total compensation payable to Contractor by a JBE in connection with the lease, maintenance, and insurance of a vehicle and are inclusive of all costs of Contractor related to the performance of its obligations under this Master Agreement including, but not limited to benefits, expenses, fees, overhead, and profits of Contractor.

**Allowable Adjustments:**

Contractor must establish the monthly amount for new lease orders at the beginning of each year, for the duration of the year (“Order Period”). The Judicial Council and Contractor may amend this Master Agreement with such amendment to be effective for any Order Period starting after the First Order Period End Date to reflect a change in a vehicle’s MSRP or a change in the Fixed Lease Rate. Prior to each Order Period, Contractor shall submit prices to the Judicial Council for consideration and approval.

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Contractor must establish the monthly amount for new lease orders at the beginning of each Order Period by applying the percentage change in the MSRP for the vehicle of the same manufacture, model and features and the percentage change in the Fixed Lease Rate.

Although the Fixed Lease Rate the Contractor charges for the First Order Period may be different from the Wall Street Journal Prime Rate (“Prime Rate”), the allowable change in the Fixed Lease Rate for any subsequent Order Period shall be limited to the percentage change in the Prime Rate as compared to the Prime Rate that existed at the beginning of the immediately prior Order Period. Table 1 below is a hypothetical example of how the Fixed Lease Rate might change over the term of the Master Agreement based on a change in the Prime Rate.

Table 1: Lease Rate Change (Example Only)

Order Period	Fixed Lease Rate For Order Period	Prime Rate At Beginning of Order Period	Prime Rate At Beginning of Next Order Period	Percentage Change in Prime Rate For Next Order Period
First Order Period	1.30%	3.00%	3.50%	0.50%
Second Order Period	1.80%	3.50%	3.50%	0.00%
Third Order Period	1.80%	3.50%	3.55%	0.05%
Fourth Order Period	1.85%	3.55%	3.50%	-0.05%
Fifth Order Period	1.80%	3.50%	3.60%	0.10%
1-year Option Term	1.90%	Not Applicable	Not Applicable	Not Applicable

Table 2 below, shall be updated at the beginning of each Order Period to reflect actuals.

Table 2: Lease Rate (Actual)

Order Period	Fixed Lease Rate For Order Period	Prime Rate At Beginning of Order Period	Prime Rate At Beginning of Next Order Period	Percentage Change in Prime Rate For Next Order Period
First Order Period	TBD	TBD	TBD	TBD
Second Order Period	TBD	TBD	TBD	TBD
Third Order Period	TBD	TBD	TBD	TBD
Fourth Order Period	TBD	TBD	TBD	TBD
Fifth Order Period	TBD	TBD	TBD	TBD
1-year Option Term	TBD	Not Applicable	Not Applicable	Not Applicable

### **Vehicle Lease Charges**

The JBE shall pay Contractor monthly lease payments according to the applicable Purchase Order, Vehicle Lease Schedule, and this Master Agreement, for all leased vehicles in JBE's possession for the entire month. The monthly lease payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Vehicle Lease Schedule. The Contractor shall submit a monthly invoice to each JBE for the entire month in arrears. If a vehicle is delivered to a JBE on any day other than the first day of a month, JBE shall pay to Contractor a pro-rated lease payment for the number of days that the JBE had actual possession of the leased vehicle for that month. A month shall be interpreted as thirty (30) days for the purposes of this computation. A portion of each monthly lease payment, being the amount designated as "Depreciation Reserve" on the applicable Vehicle Lease Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the leased vehicle for purposes of computing the Book Value of the leased vehicle under this Exhibit B to the Master Agreement.

A JBE shall pay to Contractor after the end of the lease term for each vehicle leased under this Master Agreement, an additional payment equal to the excess, if any, of the Book Value of such vehicle over the wholesale value of such vehicle as determined in Appendix A, Section 2.1.1.10. If the Book Value of such vehicle is less than the wholesale value of such vehicle as determined in Appendix A, Section 2.1.1.10, Contractor agrees to pay such deficiency to the JBE as a terminal lease adjustment within forty-five (45) days after the end of the applicable lease term. The "Book Value" of a vehicle means the sum of (i) the "Delivered Price" of the vehicle as set forth in the applicable Vehicle Lease Schedule minus (ii) the total Depreciation Reserve paid by the JBE to Contractor with respect to such vehicle plus (iii) any other amounts owed by the JBE with respect to such leased vehicle.

**3. Expenses.** Except as set forth in this section, no expenses relating to the Goods, Services, and Deliverables shall be reimbursed by the JBEs.

**3.1 Allowable Expenses.** Contractor may submit for reimbursement, without mark-up, only the following categories of expense:

- *N/A*

**3.2 Limit on Travel Expenses.** If travel expenses are allowed under Section 3.1 above: (i) all travel is subject to written preauthorization and approval by the JBE, and (ii) all travel expenses are limited to any maximum amounts set forth in the Participating Addendum or the JBE's travel expense policy.

### **4. Invoicing and Payment**

**4.1 Invoicing.** Contractor shall submit invoices to the JBE in arrears no more frequently than monthly. Contractor's invoices must include information and supporting documentation acceptable to the JBE. Contractor shall adhere to reasonable billing guidelines issued by the JBE from time to time.

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- 4.2 Payment.** The JBE will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Goods, Services, or Deliverables, in accordance with the terms of this Agreement and the applicable Participating Addendum. Notwithstanding any provision to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor’s obligations. The JBE will pay each correct, itemized invoice received from Contractor within 60 days after Acceptance, in accordance with the terms hereof.
- 4.3 No Implied Acceptance.** Payment does not imply acceptance of Contractor’s invoice, Goods, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The JBE shall have the right at any time to set off any amount owing from Contractor to the JBE against any amount payable by the JBE to Contractor under this Agreement.
- 5. Taxes.** Unless otherwise required by law, the JBE is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The JBE shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the JBE pursuant to this Agreement.

**APPENDIX B**  
**ATTACHMENT 1**  
**PRICING SCHEDULE**  
**Revision No. 1**

Order Period	Quantity	Year	Make	Model	Monthly Lease Payment	Monthly Maintenance Costs	Total Monthly Cost
1st	TBD	2024	Chevrolet	Trax	\$447.00	<b><i>\$69.00</i></b> <b><i>[Revised]</i></b>	<b><i>\$516.00</i></b> <b><i>[Revised]</i></b>
1st	TBD	2024	Toyota	Corolla Hybrid	\$591.00	<b><i>\$69.00</i></b> <b><i>[Revised]</i></b>	<b><i>\$660.00</i></b> <b><i>[Revised]</i></b>
1st	TBD	2023	Chevrolet	Bolt EV	\$574.00	<b><i>\$69.00</i></b> <b><i>[Revised]</i></b>	<b><i>\$643.00</i></b> <b><i>[Revised]</i></b>
1st	TBD	2023	Hyundai	Elentra	\$503.00	<b><i>\$69.00</i></b> <b><i>[Revised]</i></b>	<b><i>\$572.00</i></b> <b><i>[Revised]</i></b>
1st	TBD	2023	Hundai	Elentra Hybrid	\$571.00	<b><i>\$69.00</i></b> <b><i>[Revised]</i></b>	<b><i>\$640.00</i></b> <b><i>[Revised]</i></b>
1st	TBD	2023	Hyundai	Kona Electric	\$806.00	<b><i>\$69.00</i></b> <b><i>[Revised]</i></b>	<b><i>\$875.00</i></b> <b><i>[Revised]</i></b>
1st	TBD	2023	Chevrolet	Equinox	\$607.00	<b><i>\$69.00</i></b> <b><i>[Revised]</i></b>	<b><i>\$676.00</i></b> <b><i>[Revised]</i></b>
1st	TBD	2023	Hyundai	Tuscon Hybrid	\$738.00	<b><i>\$69.00</i></b> <b><i>[Revised]</i></b>	<b><i>\$807.00</i></b> <b><i>[Revised]</i></b>

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1st	TBD	2023	Hyundai	Kona Electric	\$806.00	<b>\$69.00</b> <i>[Revised]</i>	<b>\$875.00</b> <i>[Revised]</i>
1st	TBD	2023	Chrysler	Pacifica	\$883.00	<b>\$69.00</b> <i>[Revised]</i>	<b>\$952.00</b> <i>[Revised]</i>
1st	TBD	2023	Chevrolet	Express 2500	\$778.00	<b>\$79.00</b> <i>[Revised]</i>	<b>\$857.00</b> <i>[Revised]</i>
1st	TBD	2023	Ford	F-150 Ext Cab	\$767.00	<b>\$79.00</b> <i>[Revised]</i>	<b>\$846.00</b> <i>[Revised]</i>
1st	TBD	2023	Ford	Maverick	\$507.00	<b>\$79.00</b> <i>[Revised]</i>	<b>\$586.00</b> <i>[Revised]</i>
<b>1<sup>st</sup></b> <i>[NEW]</i>	<b>TBD</b> <i>[NEW]</i>	<b>2026</b> <i>[NEW]</i>	<b>*Chevrolet</b> <i>[NEW]</i>	<b>Equinox</b> <i>[NEW]</i>	<b>\$562</b> <i>[NEW]</i>	<b>\$80</b> <i>[NEW]</i>	<b>\$642.00</b> <i>[NEW]</i>

**Car Keys:**

**\*Two keys are standard with no charge. There is a one-time charge for a 3<sup>rd</sup> key for the 2026 Chevrolet Equinox. [NEW]**