MASTER AGREEMENT

THIS SECOND AMENDMENT TO THE MASTER AGREEMENT, made and entered into this 26th day of November, 2007, ("Effective Date") in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

<table>
<thead>
<tr>
<th>TITLE OF OFFICER ACTING FOR STATE</th>
<th>AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Services Manager</td>
<td>Judicial Council of California, Administrative Office of the Courts, hereafter called the State or AOC, and</td>
</tr>
<tr>
<td>CONTRACTOR'S NAME</td>
<td></td>
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<tr>
<td>Bank of America, N.A.</td>
<td>hereafter called the Contractor or Bank.</td>
</tr>
</tbody>
</table>

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows:

PURSUANT TO THIS AMENDMENT NO. 2 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. Exhibit B, Treasury Services Terms and Conditions, is hereby amended by appending the attached Exhibit B-1, Payment and Invoice Processing Services;

2. Exhibit H, Revision 1: Fee Schedule, is hereby deleted in its entirety and replaced by Exhibit H, Revision 2: Fee Schedule.

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.

Except as provided herein, all the terms and conditions of the original Master Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, this Master Agreement, together with the attached Exhibits and Appendices, has been entered into by the parties hereto, effective upon the Effective Date.

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STATE OF CALIFORNIA

AGENCY
Judicial Council of California, Administrative Office of the Courts

CONTRACTOR
Bank of America, N.A.

BY (AUTHORIZED SIGNATURE)

PRINTED NAME OF PERSON SIGNING
Grant Walker

TITLE
Business Services Manager

ADDRESS
Attn: James Hackett CA3-117-15-01
555 Capitol Mall, Sacramento, CA 95814

DEPARTMENT OF GENERAL SERVICES
EXEMPT FROM DEPARTMENT OF GENERAL SERVICE APPROVAL.

AMOUNT ENCUMBERED BY THIS DOCUMENT
Not Applicable

PROGRAM/CATEGORY (CODE AND TITLE)

FUND TITLE

PEOR AMOUNT ENCUMBERED FOR THIS CONTRACT
Not Applicable

(OPTIONAL USE)

TOTAL AMOUNT ENCUMBERED TO DATE
Not Applicable

ITEM

CHAPTER

STATUTE

FISCAL YEAR

OBJECT OF EXPENDITURE (CODE AND TITLE)

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

B.R. NO.

T.B.A. NO.

EXCEPT FOR DEPARTMENT OF GENERAL SERVICE APPROVAL.
Amendment 2 to Master Agreement
Contract No. MA200307 with Bank of America, N.A.

Amendment 2 to the Agreement for Government Banking Services
Between
Bank of America, N.A.
And
The Judicial Council of California,
Administrative Office of the Courts ("AOC")

This Amendment 2 to the Agreement for Government Banking Services, MA-200307 ("Master Agreement"), between the Judicial Council of California, Administrative Office of the Courts, 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") amends the Treasury Services Agreement, Exhibit B of the Master Agreement, with the attached Exhibit B-1 ("Payment and Invoice Processing Services") and Exhibit B-2 ("Commercial and Corporate Card and Commercial Prepaid Card Services"). The words and phrases not otherwise defined herein will have the same meanings ascribed to them in Exhibit B of the Master 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" or "Master Agreement").

B. Among the services Bank of America will provide to AOC pursuant to the Government Services Agreement are the payment and invoice processing services more fully described and governed by Exhibit B-1.

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

1. Incorporate the attached Exhibit B-1, Treasury Services Terms and Conditions, for the Payment and Invoice Processing Services, into the Master Agreement; and

2. Delete Exhibit H, Revision 1, in its entirety and replace it with the attached Exhibit H, Revision 2.