

PURCHASE ORDER



WV State Treasurer's Office
 1900 Kanawha Blvd., E.
 Bldg. 1, Room E-145
 Charleston, WV 25305

PURCHASE ORDER NO.

STO# 91E

CHANGE ORDER NO.

CO#1

VENDOR:

Huntington National Bank
 P.O. Box 3985
 Charleston, WV 25339
 Ph: 304-348-7177

Invoice to:

WV State Treasurer's Office
 Attn: Ratha Boggess
 1900 Kanawha Blvd., E.
 Bldg. 1, Room E-145
 Charleston, WV 25305

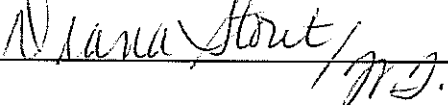
FEIN/SSN:	709035103
FUND:	1322
ACCOUNT NO.	2001-1300-099-089
DATE:	August 4, 2000
TERMS OF SALE:	
SHIP VIA:	
F.O.B.	

Ship to:

Same as above

Quantity	Description	Unit Price	Total
	Change Order No. 1		
	To extend the contract term for the period July 1, 2000 through June 30, 2001 and to add the attached First Amendment to the Agreement.		
		TOTAL	OPEN END

By:  8/9/2000 Page 1 of _____
 WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE DATE

GENERAL COUNSEL APPROVAL:  DATE: 8.7.00

**WV STATE TREASURER'S OFFICE
PURCHASE ORDER/CONTRACT
GENERAL TERMS & CONDITIONS**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of and acceptance of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the WV State Treasurer's Office (STO) shall govern all rights and duties under the Purchase Order/Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under STO Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The WV State Treasurer may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING, PRICES, RECEIPT AND ACCEPTANCE:** Prices are those stated in this order. No price increases will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order. Buyer will make no payment(s) to the Seller until the goods/services are received and accepted by the Buyer.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the **West Virginia Code**.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.

FIRST AMENDMENT

to

AGREEMENT

between

HUNTINGTON NATIONAL BANK ("Bank")

and

**WEST VIRGINIA STATE TREASURER'S OFFICE
("Treasurer's Office")**

THIS FIRST AMENDMENT is made this 1st day of July, 2000 ("First Amendment") to the Agreement dated June 1, 2000, known as Purchase Order STO91E, by and between **HUNTINGTON NATIONAL BANK ("Bank")** and the **WEST VIRGINIA STATE TREASURER'S OFFICE ("Treasurer's Office")**.

WHEREAS, the Treasurer's Office desires to extend the Agreement through June 30, 2001; and

WHEREAS, the services under the Agreement are for depository services, which do not need to be competitively bid; and

WHEREAS, Bank is willing to extend the Agreement in accordance with this First Amendment.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

The parties covenant and agree as follows:

1. **Extension:**

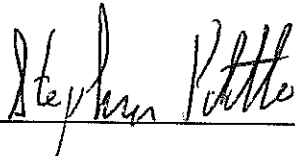
The Agreement shall be extended for the period of July 1, 2000 through June 30, 2001. All other terms and conditions of the Agreement shall remain in full force and effect during this extension.

2. **Execution in Duplicate:**

This First Amendment shall be executed in duplicate, each of which shall be considered an original.

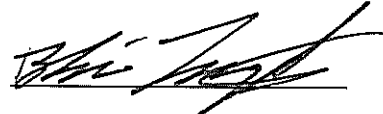
WITNESS THE FOLLOWING SIGNATURES:

HUNTINGTON NATIONAL BANK

By: 

Title: Assistant Vice President

**WEST VIRGINIA STATE
TREASURER'S OFFICE**

By: 

Title: Deputy Treasurer

This document was drafted by:
Diana Stout
General Counsel
West Virginia State Treasurer's Office
(304) 558-5000

A:\WP\Contracts\STO91E'A1

PURCHASE ORDER



WV State Treasurer's Office
 1900 Kanawha Blvd., E.
 Bldg. 1, Room E-145
 Charleston, WV 25305

PURCHASE ORDER NO.

STO# 91E

CHANGE ORDER NO.

2

VENDOR:

Huntington National Bank
 Attn: Jennifer Parsons
 One Huntington Square
 P.O. Box 633
 Charleston, WV 25322-0633

Invoice to:

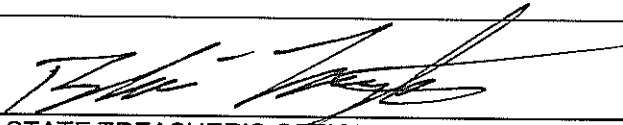
WV State Treasurer's Office
 Attn: Ratha Boggess
 1900 Kanawha Blvd., E.
 Bldg. 1, Room E-145
 Charleston, WV 25305

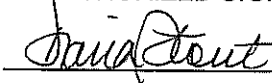
FEIN/SSN:	709035103 (284160)
FUND:	1322
ACCOUNT NO.	2001-1300-0990089
DATE:	November 13, 2000
TERMS OF SALE:	
SHIP VIA:	
F.O.B.	

Ship to:

Same as above

Quantity	Description	Unit Price	Total
	CHANGE ORDER NO. 2		
	To add the attached Second Amendment to the Agreement.		
		TOTAL	OPEN END

By:  11/20/00
 WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE DATE

GENERAL COUNSEL APPROVAL:  DATE: 11.13.00

**WV STATE TREASURER'S OFFICE
PURCHASE ORDER/CONTRACT
GENERAL TERMS & CONDITIONS**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of and acceptance of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the WV State Treasurer's Office (STO) shall govern all rights and duties under the Purchase Order/Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under STO Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The WV State Treasurer may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING, PRICES, RECEIPT AND ACCEPTANCE:** Prices are those stated in this order. No price increases will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order. Buyer will make no payment(s) to the Seller until the goods/services are received and accepted by the Buyer.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the **West Virginia Code**.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.

SECOND AMENDMENT

to

AGREEMENT

between

HUNTINGTON NATIONAL BANK ("BANK")

and

WEST VIRGINIA STATE TREASURER'S OFFICE ("TREASURER'S OFFICE")

THIS SECOND AMENDMENT is made this 21st day of August, 2000 ("Second Amendment") to the Agreement dated June 1, 2000, known as Purchase Order STO 91E, by and between **HUNTINGTON NATIONAL BANK** ("Bank") and the **WEST VIRGINIA STATE TREASURER'S OFFICE** ("Treasurer's Office").

WHEREAS, Bank has established its "Information Reporting" service to facilitate centralized access by the Treasurer's Office to current and historical information concerning the Treasurer's Office accounts maintained with the Bank; and

WHEREAS, the Treasurer's Office desires to utilize the Bank's Information Reporting, in connection with accounts maintained by the Treasurer's Office with Bank as listed in Exhibit A to this Second Amendment, which is attached hereto and made a part hereof.

NOW, THEREFORE, THIS SECOND AMENDMENT WITNESSETH:

The parties covenant and agree as follows:

1. **ACCESS OF THE TREASURER'S OFFICE TO ACCOUNT INFORMATION:**
The Treasurer's Office, and persons authorized by the Treasurer's Office, shall have access to account information by means of PC, facsimile, or telephone.
 - a) Treasurer's Office will be required to use a security code to gain access to information and Bank reserves the right to assign such a security code to

Treasurer's Office or to require Treasurer's Office to use such security codes, as a prerequisite for gaining access to information files maintained by Bank.

- b) Treasurer's Office is responsible for safeguarding access to its security codes and account information.
- c) Treasurer's Office shall also have access to such other types of account information, more fully described in Exhibit A.

2. **ERRORS AND RELAY IN TRANSMISSION OF INFORMATION; LOSS OF INFORMATION.**

Bank shall not be responsible for any loss of information or for errors and delays in transmission and or processing of Treasurer's Office account information caused by strike, lockout, war, lack of energy, computer malfunction including but not limited to computer viruses, riot, insurrection, fire, acts of God, governmental acts or regulations or causes beyond its control. Bank shall not be responsible for any error, delay or loss of information caused by any other person or entity not a party to the Agreement. In the event of any errors or delays by Bank, Bank shall only be responsible to use its best efforts to correct any such errors or resume transmissions of information required to be made by Bank as soon as reasonably possible.

IN NO EVENT SHALL BANK BE LIABLE FOR CONSEQUENTIAL DAMAGES RESULTING FROM ANY LOSS OF INFORMATION OR ANY ERRORS OR DELAYS OF ANY PERSON OR ENTITY.

3. **INFORMATION RECEIVED FROM OTHER FINANCIAL INSTITUTIONS.**

If Treasurer's Office requires that Bank accept information concerning Treasurer's Office accounts at other financial institutions, then the Treasurer's Office is responsible for verifying the accuracy of such information and Bank may rely on the information as to its accuracy. Treasurer's Office warrants to Bank that the accounts listed in Exhibit A are the only accounts for which Bank will receive information. Any additions or deletions must be given to Bank in writing.

4. **CASH MANAGEMENT SERVICE CHARGES.**

Treasurer's Office hereby agrees to pay Bank, for the services provided hereunder, as set forth in Exhibit A.

5. **TERM.**

This Second Amendment shall run concurrently with the Agreement.

6. **GENERAL.**

All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

WITNESS THE FOLLOWING SIGNATURES:

HUNTINGTON NATIONAL BANK

WEST VIRGINIA STATE
TREASURER'S OFFICE

By: Jennifer A. Parsons

By: [Handwritten Signature]

Title: Vice President

Title: Deputy Treasurer

EXHIBIT A

HUNTINGTON NATIONAL BANK ACCOUNTS:

01411017212
01221025847

INFORMATION:

Previous Day Detail Items

Checks Paid

Deposits Processed

Deposited Adjustments

Returned Deposited Items

Redeposited Return Items

ACH Debits

ACH Credits

Outgoing Fedwire Transfers

PRICING:

Previous Day Detail Items \$0.20

PURCHASE ORDER



WV State Treasurer's Office
 1900 Kanawha Blvd., E.
 Bldg. 1, Room E-145
 Charleston, WV 25305

PURCHASE ORDER NO. STO# 91E

CHANGE ORDER NO. 3

VENDOR:

Huntington National Bank
 Attn: Jennifer Parsons
 P.O. Box 633
 Charleston, WV 25322-0633

Invoice to:

WV State Treasurer's Office
 Attn: Ratha Boggess
 1900 Kanawha Blvd., E.
 Bldg. 1, Room E-122
 Charleston, WV 25305

FEIN/SSN:	709035103 (284160)
FUND:	1322
ACCOUNT NO.	2002-1300-099-089
DATE:	July 2, 2001
TERMS OF SALE:	
SHIP VIA:	
F.O.B.	

Ship to:

Same as above

Quantity	Description	Unit Price	Total
	Change Order No. 3 To add the attached Third Amendment to the Agreement to extend the term of the Agreement from July 1, 2001 through June 30, 2002.		
		TOTAL	

By: *[Signature]* 7-3-01 Page 1 of _____
 WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE DATE

GENERAL COUNSEL APPROVAL: *[Signature]* DATE: 7.5.01

**WV STATE TREASURER'S OFFICE
PURCHASE ORDER/CONTRACT
GENERAL TERMS & CONDITIONS**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of and acceptance of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the West Virginia State Treasurer's Office (STO) shall govern all rights and duties under the Purchase Order/Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under STO Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The STO may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING, PRICES, RECEIPT AND ACCEPTANCE:** Prices are those stated in this order. Unit prices shall prevail in case of discrepancy. No price increases will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order. All goods/services are considered F.O.B. destination unless alternate shipping terms are clearly identified in the purchase order. Buyer will make no payment(s) to the Seller until the goods/services are received **and** accepted by the Buyer.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the **West Virginia Code**.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract/purchase order is automatically null and void, and is terminated without further order unless otherwise specified by the STO.

THIRD AMENDMENT

to

AGREEMENT

between

HUNTINGTON NATIONAL BANK ("Bank")

and

**WEST VIRGINIA STATE TREASURER'S OFFICE
("Treasurer's Office")**

THIS THIRD AMENDMENT is made this 1st day of July, 2001 ("Third Amendment") to the Agreement dated June 1, 2000, known as Purchase Order STO#91E, by and between **HUNTINGTON NATIONAL BANK ("Bank")** and the **WEST VIRGINIA STATE TREASURER'S OFFICE ("Treasurer's Office")**.

WHEREAS, the parties desire to extend the Agreement through June 30, 2002; and

WHEREAS, the services under the Agreement are for depository services, which do not need to be competitively bid.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

The parties covenant and agree as follows:

1. **Extension:**

The Agreement shall be extended for the period of July 1, 2001 through June 30, 2002. All other terms and conditions of the Agreement shall remain in full force and effect during this extension.

2. **Execution in Duplicate:**

This Third Amendment shall be executed in duplicate, each of which shall be considered an original.

WITNESS THE FOLLOWING SIGNATURES:

HUNTINGTON NATIONAL BANK

By: Jennifer Parsons

Title: Vice President

**WEST VIRGINIA STATE
TREASURER'S OFFICE**

By: Tyler Hoff

Title: Deputy Treasurer

This document was drafted by:
Diana Stout
General Counsel
West Virginia State Treasurer's Office
(304) 558-5000

PURCHASE ORDER



WV State Treasurer's Office
 1900 Kanawha Blvd., E.
 Bldg. 1, Room E-145
 Charleston, WV 25305

PURCHASE ORDER NO.

STO#91E

CHANGE ORDER NO.

405 #4

VENDOR:

Huntington National Bank
 Attn: Jennifer Parsons
 PO Box 633
 Charleston, WV 25322-0633

Invoice to:

WV State Treasurer's Office
 Attn: Ratha Boggess
 1900 Kanawha Blvd., E.
 Bldg. 1, Room E-145
 Charleston, WV 25305

FEIN/SSN:	709035103 (284160)
FUND:	1322
ACCOUNT NO.	2002-1300-099-089
DATE:	July 13, 2001
TERMS OF SALE:	
SHIP VIA:	
F.O.B.	

Ship to:

Same as above

Quantity	Description	Unit Price	Total
	CHANGE ORDER NO. <u>4</u>		
	To add:		
	Deposit Adjustment Processed	\$ 4.00	
	Out Fedwire Transfer-Standing Instructions	\$13.00	
	To be effective July 1, 2001		
		TOTAL	OPEN END

By:

[Signature]
 WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE

7-13-01
 DATE

Page 1 of 3

GENERAL COUNSEL APPROVAL:

[Signature]

DATE: 08.01.01

**WV STATE TREASURER'S OFFICE
PURCHASE ORDER/CONTRACT
GENERAL TERMS & CONDITIONS**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of and acceptance of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the West Virginia State Treasurer's Office (STO) shall govern all rights and duties under the Purchase Order/Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under STO Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The STO may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING, PRICES, RECEIPT AND ACCEPTANCE:** Prices are those stated in this order. Unit prices shall prevail in case of discrepancy. No price increases will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order. All goods/services are considered F.O.B. destination unless alternate shipping terms are clearly identified in the purchase order. Buyer will make no payment(s) to the Seller until the goods/services are received and accepted by the Buyer.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the **West Virginia Code**.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract/purchase order is automatically null and void, and is terminated without further order unless otherwise specified by the STO.

FOURTH AMENDMENT

to

AGREEMENT

between

HUNTINGTON NATIONAL BANK ("Bank")

and

**WEST VIRGINIA STATE TREASURER'S OFFICE
("Treasurer's Office")**

THIS FOURTH AMENDMENT is made this 1st day of July, 2001 ("Fourth Amendment") to the Agreement dated June 1, 2000, known as Purchase Order STO#91E, by and between **HUNTINGTON NATIONAL BANK ("Bank")** and the **WEST VIRGINIA STATE TREASURER'S OFFICE ("Treasurer's Office")**.

WHEREAS, the services under the Agreement are for depository services, which do not need to be competitively bid; and

WHEREAS, the parties desire to allow for adjustments in pricing.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

The parties covenant and agree as follows:

1. **Pricing:**

Due to price increases, the following items are added to the Agreement:

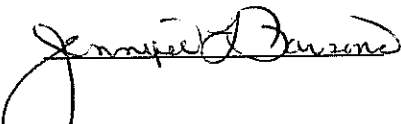
Deposit Adjustment Processed	\$ 4.00
Out Fedwire Transfer-Standing Instructions	\$13.00

2. **Execution in Duplicate:**

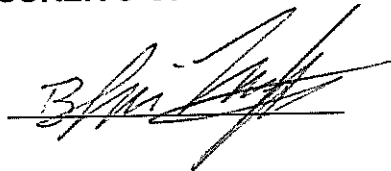
This Fourth Amendment shall be executed in duplicate, each of which shall be considered an original.

WITNESS THE FOLLOWING SIGNATURES:

HUNTINGTON NATIONAL BANK

By: 
Title: VP President

**WEST VIRGINIA STATE
TREASURER'S OFFICE**

By: 
Title: Deputy Treasurer

This document was drafted by:
Diana Stout
General Counsel
West Virginia State Treasurer's Office
(304) 558-5000



The Huntington National Bank
230 West Pike Street
Clarksburg, WV 26302-2490
Phone (304) 623-7106
Fax (304) 623-7101
E-mail Address: margaret.byrd@huntington.com

July 5, 2001

Jerry Simpson
WV State Treasurer's Office
1900 Kanawha Blvd., E.
Bldg. 1, Room E-122
Charleston, WV 25305

RE: Change Order to contract, Purchase Order No. SBI 91

Dear Mr. Simpson:

Please include in the Banking Services Agreement (Purchase Order No. SBI 91) between The Huntington National Bank and The WV State Treasurer's Office, the following changes due to price increase:

Deposit Adjustment Processed	\$4.00
Out Fedwire Transfer-Standing Instructions	\$13.00

Any questions may be directed to me at 304-623-7106.

Sincerely,

Margaret Byrd
Treasury Management

PURCHASE ORDER



WV State Treasurer's Office
 1900 Kanawha Blvd., E.
 Bldg. 1, Room E-145
 Charleston, WV 25305

PURCHASE ORDER NO. STO# 91E
 CHANGE ORDER NO. 5

VENDOR:

Huntington National Bank
 Attn: Jennifer Parsons
 P.O. Box 633
 Charleston, WV 25322-0633

Invoice to:


WV State Treasurer's Office
 Attn: Ratha Boggess
 1900 Kanawha Blvd., E.
 Bldg. 1, Room E-122
 Charleston, WV 25305

FEIN/SSN:	709035103 (284160)
FUND:	1322
ACCOUNT NO.	2002-1300-099-089
DATE:	April 15, 2002
TERMS OF SALE:	
SHIP VIA:	
F.O.B.	

Ship to:

Same as above

Quantity	Description	Unit Price	Total
	Change Order No. 5		
	To add the attached Fifth Amendment to the Agreement to extend the term of the Agreement from July 1, 2002 through June 30, 2003.		
		TOTAL	

By:  4-16-02
 WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE DATE

GENERAL COUNSEL APPROVAL:  DATE: 04.15.02

**WV STATE TREASURER'S OFFICE
PURCHASE ORDER/CONTRACT
GENERAL TERMS & CONDITIONS**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of and acceptance of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the West Virginia State Treasurer's Office (STO) shall govern all rights and duties under the Purchase Order/Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under STO Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The STO may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING, PRICES, RECEIPT AND ACCEPTANCE:** Prices are those stated in this order. Unit prices shall prevail in case of discrepancy. No price increases will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order. All goods/services are considered F.O.B. destination unless alternate shipping terms are clearly identified in the purchase order. Buyer will make no payment(s) to the Seller until the goods/services are received and accepted by the Buyer.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the **West Virginia Code**.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract/purchase order is automatically null and void, and is terminated without further order unless otherwise specified by the STO.

FIFTH AMENDMENT

to

AGREEMENT

between

HUNTINGTON NATIONAL BANK ("Bank")

and

**WEST VIRGINIA STATE TREASURER'S OFFICE
("Treasurer's Office")**

THIS FIFTH AMENDMENT is made this 27th day of April, 2002 ("Fifth Amendment") to the Agreement dated June 1, 2000, known as Purchase Order STO#91E, by and between **HUNTINGTON NATIONAL BANK ("Bank")** and the **WEST VIRGINIA STATE TREASURER'S OFFICE ("Treasurer's Office")**.

WHEREAS, the parties desire to extend the Agreement through June 30, 2003; and

WHEREAS, the services under the Agreement are for depository services, which do not need to be competitively bid.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

The parties covenant and agree as follows:

1. **Extension:**

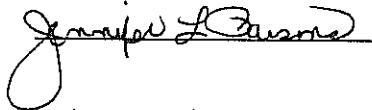
The Agreement shall be extended for the period of July 1, 2002 through June 30, 2003. All other terms and conditions of the Agreement shall remain in full force and effect during this extension.

2. **Execution in Duplicate:**

This Fifth Amendment shall be executed in duplicate, each of which shall be considered an original.

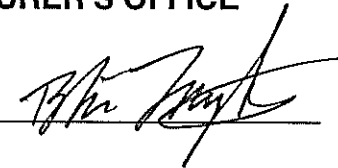
WITNESS THE FOLLOWING SIGNATURES:

HUNTINGTON NATIONAL BANK

By: 

Title: Vice President

**WEST VIRGINIA STATE
TREASURER'S OFFICE**

By: 

Title: Deputy Treasurer

This document was drafted by:
Diana Stout WV# 3631
General Counsel
West Virginia State Treasurer's Office
(304) 558-5000