

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. #12

VENDOR:

Huntington National Bank
 ATTN: Jenny Parsons
 PO Box 633
 Charleston, WV 25322-0633
 PH: 304-348-4537 – FAX: 304-348-5055
jenny.parsons@huntington.com

Invoice to:

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

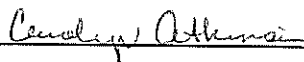
Ship to:

Same as above

FEIN/SSN:	709035103 (FIMS ID#284160)
FUND:	1322
ACCOUNT NO.	2008/2008-1300-099-089
DATE:	July 1, 2008
TERMS OF SALE:	
SHIP VIA:	
F.O.B.	

Quantity	Description	Unit Price	Total
	CHANGE ORDER NO. 12 To add the attached Tenth Amendment to the Agreement extending the contract term for the period July 1, 2008 through June 30, 2009 under the same terms, conditions, prices and specifications contained in the original contract including all authorized change orders..		
		TOTAL	

By:  07/01/08
 WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE DATE

ASSISTANT GENERAL COUNSEL APPROVAL:  DATE: ^{01.} 07/01/08

**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.

TENTH AMENDMENT

to

AGREEMENT

between

HUNTINGTON NATIONAL BANK ("Bank")

and

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

THIS TENTH AMENDMENT is made effective July 1, 2008 ("Tenth Amendment") to the Agreement dated January 1, 2000, known as Purchase Order STO #91E, by and between **The Huntington National Bank** ("Bank"), and the **West Virginia State Treasurer's Office** ("Treasurer's Office"):

WHEREAS, the parties desire to extend the Agreement for an additional year; and

WHEREAS, competitive bidding is not required of the services provided under the Agreement as they are depository services.

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, 2007 through June 30, 2008.
2. **Remaining Terms and Conditions:**
All other terms and conditions of the Agreement, as amended, shall remain in full force and effect during this extension.
3. **Execution in Duplicate:**
This Tenth Amendment shall be executed in duplicate, each of which shall be considered an original.

WITNESSETH THE FOLLOWING SIGNATURES:

HUNTINGTON NATIONAL BANK

**WEST VIRGINIA
STATE TREASURER'S
OFFICE**

By: *James W. Pearson*

By: *Alan Lynch*

Title: *Vice President*

Title: *Deputy Treasurer*

Date: *June 25, 2008*

Date: *July 1, 2008*

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Huntington BANK

Authorized Signature: Jennifer C. Cannon, V.P. Date: June 25, 2007

PURCHASE ORDER



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

PURCHASE ORDER NO. STO91E

CHANGE ORDER NO. 13

VENDOR:

Huntington National Bank
 ATTN: Jenny Parsons
 PO Box 633
 Charleston, WV 25322-0633
jenny.parsons@huntington.com
 304-348-4537 Phone
 304-348-5055 FAX

Invoice to:

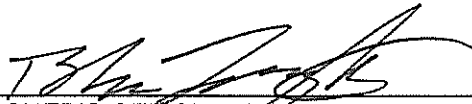
WV State Treasurer's Office
 Attn: Kim Smith
 Building 1, Room E-145
 1900 Kanawha Boulevard, East
 Charleston, WV 25305

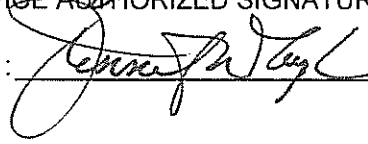
Ship to:

Same as above

FEIN/SSN:	
FUND:	MUL
ACCOUNT NO.	MUL
DATE:	07/07/09
TERMS OF SALE:	
SHIP VIA:	
F.O.B.	

Quantity	Description	Unit Price	Total
	To renew the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders. Effective Date of Renewal: 07/01/09 through 06/30/2010		
		TOTAL	OPEN END

By:  7-8-09 Page 1 of _____
 WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE DATE

ASSISTANT GENERAL COUNSEL:  DATE: 7-10-09

**ELEVENTH AMENDMENT
To
AGREEMENT BETWEEN
HUNTINGTON NATIONAL BANK
and
THE WEST VIRGINIA STATE TREASURER'S OFFICE**

THIS ELEVENTH AMENDMENT to the Agreement dated January 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")**, is made effective as of July 1, 2009:

WHEREAS, the Bank and the Treasurer's Office have heretofore entered into that certain Agreement designated Purchase Order STO #91E, dated January 1, 2000; and

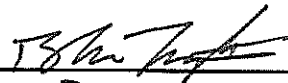
WHEREAS, the parties desire to extend the Agreement for an additional year;

NOW, THEREFORE, THIS AGREEMENT, WITNESSETH: That for and in consideration as previously stated, the parties covenant and agree as follows:

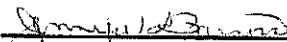
1. Contract/Purchase Order STO#91E shall be renewed and extended for the period July 1, 2009 through June 30, 2010.
2. All remaining terms and conditions of the Contract/Purchase Order, as amended, shall remain in full force and effect.
3. This Extension may be executed in duplicate, each of which shall be considered an original.

WITNESS THE FOLLOWING SIGNATURES:

**WEST VIRGINIA STATE
TRERASURE'S OFFICE**

By: 
Title: Deputy Treasurer
Date: 7-2-09

**HUNTINGTON NATIONAL
BANK**

By: 
Title: Vice President
Date: July 26 2009
Jane

AGREEMENT ADDENDUM

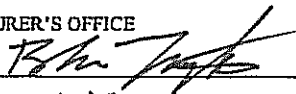
STO-WV-96
Rev. 12/2007

In the event of conflict between this addendum and the agreement, this addendum shall control:

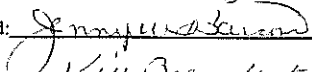
1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service provided under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorneys fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the General Counsel of the West Virginia State Treasurer's Office.

ACCEPTED BY:
STATE OF WEST VIRGINIA

STATE TREASURER'S OFFICE

Signed: 
Title: Deputy Treasurer
Date: 7-2-09

VENDOR

Company Name: Huntington Bank
Signed: 
Title: Vice President
Date: June 24 2009

**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.

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. 14

VENDOR:

Huntington National Bank
 Attn: Jenny Parsons
 PO Box 633
 Charleston, WV 25322-0633
jenny.parsons@huntington.com
 304-348-4537 Phone
 304-348-5055 Fax

Invoice to:

WV State Treasurer's Office
 Attn: Matthew Roop
 Building 1, Room E-145
 1900 Kanawha Boulevard, East
 Charleston, WV 25305

Ship to:

Same as above

FEIN/SSN:	
FUND:	MUL
ACCOUNT NO.	MUL
DATE:	09/24/2010
TERMS OF SALE:	
SHIP VIA:	
F.O.B.	

Quantity	Description	Unit Price	Total
1	Change Order No. 14		
	To renew this agreement in accordance with all previous terms and conditions and subsequent change orders.		
	The renewal period shall begin July 1, 2010 and shall expire June 30, 2011.		
	Please see attached documentation for further details.		
		TOTAL	Open-end

By:  10-4-10 Page 1 of _____
 WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE DATE

ASSISTANT GENERAL COUNSEL:  DATE: 9-28-10

Twelfth Amendment

To

AGREEMENT

HUNTINGTON NATIONAL BANK

And

WEST VIRGINIA STATE TREASURER'S OFFICE

This Twelfth Amendment ("Twelfth Amendment") is made effective the 1st day of July 2010, and amends the Agreement known as **Purchase Order No. STO#91E**, by and between **Huntington National Bank** and the **West Virginia State Treasurer's Office** ("Treasurer's Office"):

WHEREAS, the Treasurer's Office and Huntington National Bank entered into that certain Agreement for banking services.

WHEREAS, the parties desire to extend the Agreement for an additional year;

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, 2010 through June 30, 2011 under the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.
2. **Remaining Terms and Conditions:** All other terms and conditions of the Agreement, as amended, shall remain in full force and effect during this extension.
3. This Extension may be issued in duplicate, each which shall be considered an original.

WITNESS the following signatures:

HUNTINGTON NATIONAL BANK

WEST VIRGINIA STATE TREASURER'S OFFICE

By: Jennifer D. Powell

By: T. B. Miller

Title: Vice President

Title: Deputy Treasurer

Date: Sept 23, 2010

Date: 10-4-10

Prepared by: Joshua Miller, Purchasing Assistant, West Virginia State Treasurer's Office, 1900 Kanawha Blvd. East Room E-145, Charleston, WV, 25305

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Shurgen Band

Authorized Signature: [Signature] Date: Oct 7, 2010

State of West Virginia

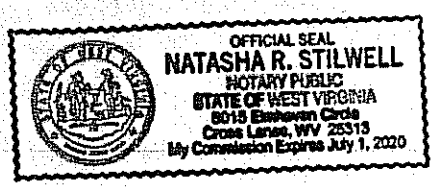
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 7th day of October, 2010.

My Commission expires July 1, 2010.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



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

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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.
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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.
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PURCHASE ORDER



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

PURCHASE ORDER NO.

STO91E

CHANGE ORDER NO.

15

VENDOR:

Huntington National Bank
Attn: Nicole Simpkins
PO Box 633
Charleston, WV 25322-0633
Email: Nicole.simpkins@huntington.com
Phone: (304) 348-4537
Fax: (304) 348-5055

Invoice to:

WV State Treasurer's Office
Attn: Accounts Payable
Building 1, Suite E-145
1900 Kanawha Boulevard, East
Charleston, WV 25305

Ship to:

Same as above

FEIN/SSN:	310966785
FUND:	MULTIPLE
ACCOUNT NO.	
DATE:	07/07/2011
TERMS OF SALE:	
SHIP VIA:	
F.O.B.	
DOA TEAM ID#	
FIMS ID#	267882

Quantity	Description	Unit Price	Total
	Change Order No. 15		
	To extend this agreement in accordance with all previous terms and conditions and subsequent change orders.		
	The renewal period shall be for the period of July 1, 2011 through June 30, 2012		
		TOTAL	Open-end

By:

WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE

7-11-11

DATE

Page 1 of

ASSISTANT GENERAL COUNSEL

DATE: 7-8-11

**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.

**THIRTEENTH AMENDMENT
To
AGREEMENT BETWEEN**

**HUNTINGTON NATIONAL BANK
and
THE WEST VIRGINIA STATE TREASURER'S OFFICE**

THIS THIRTEENTH AMENDMENT ("Thirteenth Amendment") is made effective the 1st day of July 2011, and amends the Agreement dated January 1, 2000, known as Purchase Order No. STO91E, by and between **Huntington National Bank** ("Bank") and the **West Virginia State Treasurer's Office** ("Treasurer's Office"):

WHEREAS, the Bank and the Treasurer's Office entered into that certain Agreement for banking services, dated January 1, 2000, and designated Purchase Order No. STO91E ("Agreement"); and

WHEREAS, the parties desire to extend the Agreement for an additional year;

NOW, THEREFORE, THIS AGREEMENT, WITNESSETH: That for and in consideration as previously stated, the parties covenant and agree as follows:

1. **Extension:** The Agreement shall be extended for the period July 1, 2011 through June 30, 2012, under all of the same terms, conditions, prices and specifications contained in the original Agreement, including all authorized change orders.
2. **Remaining Terms and Conditions:** All remaining terms and conditions of the Agreement, as amended, shall remain in full force and effect during this extension.
3. **Extension in Duplicate:** This Extension may be executed in duplicate, each of which shall be considered an original.

WITNESS THE FOLLOWING SIGNATURES:

HUNTINGTON NATIONAL BANK

By: Nicole Simpke

Title: Government Relationship Mgr

Date: July 6, 2011

WEST VIRGINIA STATE TREASURER'S OFFICE

By: Paul Stone

Title: Deputy Treasurer for Administration

Date: 7-11-11

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: The Huntington Bank

Authorized Signature: [Signature] Date: July 6, 2011

State of West Virginia

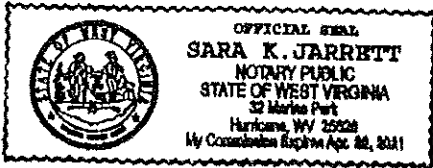
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 6th day of July, 2011.

My Commission expires April 26, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Huntington National Bank	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 900 Lee Street E	Requester's name and address (optional)
	City, state, and ZIP code Charleston, WV 25301	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
31	0966785

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>July 6, 2011</u>
------------------	----------------------------	----------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ID: TR#D872
WVFA278A

STATE OF WEST VIRGINIA
FINANCIAL INFORMATION MANAGEMENT SYSTEM
VENDORS - VENDOR INQUIRY DETAIL

07/07/11
13:49:20
PAGE: 01

VENDOR ID: 0000267882
NAME: HUNTINGTON NATL BANK

NEW VEND ID: LAST UPDATED: 05/04/2005 BEP-WCC DEFAULT: N
FEIN OR SSN: F (F OR S) VENDOR STATUS: Y
FEIN SSN : 310966785 BRANCH CODE: 07 BUSINESS DESIGNATION: CO
DOING BUSINESS AS:

CONTACT NAME (FIRST, MI, LAST) :
PHONE NUMBER: - EXTENSION:
STREET ADDRESS: PO BOX 633 WE3007

CITY: CHARLESTON

ADDR TYPE: R (R OR O) STATE: WV ZIP-CODE: 25322 COUNTRY: USA
OUTSTANDING A P: .00 PAYMENTS YTD: .00
PREVIOUS FY PAYMENTS: .00 LAST AMOUNT: .00
LAST WARRANT NUMBER: 1009986015 LAST PAY DATE: 06/09/2011
MAILING DATE: 04/10/01 MAIL RESPONSE DATE: 08/10/01
OVERRIDE ADDRESS: N SUBRECIPIENT: N

NEXT: _____
PF1 =HELP PF3 =END PF4 =MENU

PURCHASE ORDER



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

PURCHASE ORDER NO.

STO91E

CHANGE ORDER NO.

16

VENDOR:

Huntington National Bank
 Attn: Nicole Simpkins
 PO Box 633
 Charleston, WV 25322-0633

 Email: Nicole.Simpkins@huntington.com
 Tele: 304.348.4537 / Fax: 304.348.5055

Invoice to:

WV State Treasurer's Office
 Attn: Accts Payable
 Building 1, Suite E-145
 1900 Kanawha Boulevard, East
 Charleston, WV 25305

Ship to:

WV State Treasurer's Office
 Attn: Cash Management Division

FEIN/SSN:	310966785
FUND:	1322-2013-1300-099-
Fund - Continued	038-07309
DATE:	8/16/12
UC/WC Verify:	Yes
SOS Verify:	Yes
i-Comp Verify:	Yes
DOA TEAM ID#	709035103
FIMS ID#	267882

Quantity	Description	Unit Price	Total
	Change Order No. 16		
	Purpose of this change is to extend agreement in accordance with all previous terms and conditions and subsequent change orders.		
	Effective date of coverage: 7/1/12 – 6/30/13		
	Payment shall be made in arrears; monthly or quarterly invoices may be submitted for payment. Invoice must include the PO/Contract number above, period of service being billed and apportioned cost.		
		TOTAL	

By: *Nicole Simpkins*

8/17/2012

WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE DATE

AK

ASSISTANT/GENERAL COUNSEL: *[Signature]*

DATE: 8/16/12

mailed 8/20/12

**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.

**FOURTEENTH AMENDMENT
To
AGREEMENT BETWEEN**

**HUNTINGTON NATIONAL BANK
and
THE WEST VIRGINIA STATE TREASURER'S OFFICE**

THIS FOURTEENTH AMENDMENT ("Fourteenth Amendment") is made effective the 1st day of July 2012, and amends the Agreement dated January 1, 2000 ("Agreement"), known as Purchase Order No. STO91E, by and between **Huntington National Bank** ("Bank") and the **West Virginia State Treasurer's Office** ("Treasurer's Office"):

WHEREAS, the Bank and the Treasurer's Office entered into that certain Agreement for depository services; and

WHEREAS, the parties desire to extend the term of the Agreement for an additional year;

NOW, THEREFORE, THIS AGREEMENT, WITNESSETH: That for and in consideration as previously stated, the parties covenant and agree as follows:

1. **Extension:** The Agreement shall be extended for the period July 1, 2012 through June 30, 2013, under all of the same terms, conditions, prices and specifications contained in the original Agreement, including all authorized change orders.
2. **Remaining Terms and Conditions:** All remaining terms and conditions of the Agreement, as amended, shall remain in full force and effect during this extension.
3. **Extension in Duplicate:** This Extension may be executed in duplicate, each of which shall be considered an original.

WITNESS THE FOLLOWING SIGNATURES:

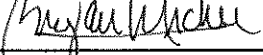
HUNTINGTON NATIONAL BANK

By: 

Title: VP, Government Relationship

Date: 6/26/12

WEST VIRGINIA STATE TREASURER'S OFFICE

By: 

Title: Acting Deputy Treas. for Administration

Date: 8/17/2012

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: The Huntington National Bank

Authorized Signature: [Signature] Date: 6/20/12

State of West Virginia

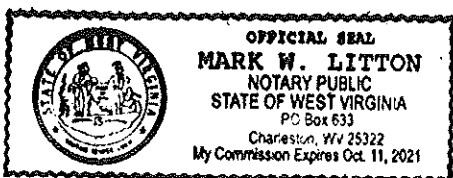
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 26 day of JUNE, 2012.

My Commission expires October 11, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



PURCHASE ORDER



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

PURCHASE ORDER NO. STO91E

CHANGE ORDER NO. 17

VENDOR:

Huntington National Bank
 Attn: Beth Cline
 900 Lee Street
 Charleston, WV 25301

Email: Beth.Cline@huntington.com
 Phone: 304.348.4589

Invoice to:

WV State Treasurer's Office
 Attn: Accts Payable
 Building 1, Suite E-145
 1900 Kanawha Boulevard, East
 Charleston, WV 25305

Ship to:

WV State Treasurer's Office
 Attn: Cash Management Division
 One Players Club Drive
 Charleston, WV 25311

FEIN/SSN:	310966785
FUND:	1322-2014-1300-099-
Fund - Continued	089-07309
DATE:	10/23/13
UC/WC Verify:	Yes
SOS Verify:	Yes
i-Comp Verify:	Yes
DOA TEAM ID#	709035103
FIMS ID#	267882

Quantity	Description	Unit Price	Total
	Change Order No. 17		
	To add the attached Fifteenth Amendment to the Agreement extending the contract term for the period July 1, 2013 through June 30, 2014 under the same terms, conditions, prices and specifications contained in the original Contract including all authorized Change Orders.		
		TOTAL	

By:  10-25-13 Page 1 of _____
 WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE DATE

GENERAL COUNSEL:  DATE: _____

**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.

FIFTEENTH AMENDMENT

to

AGREEMENT

between

HUNTINGTON NATIONAL BANK

and

WEST VIRGINIA STATE TREASURER'S OFFICE

THIS FIFTEENTH AMENDMENT ("Fifteenth Amendment") is made effective the 1st day of July 2013, and amends the Agreement dated January 1, 2000, known as Purchase Order No. STO91E ("Agreement") by and between **Huntington National Bank** ("Bank") and the **West Virginia State Treasurer's Office** ("Treasurer's Office").

WHEREAS, the Bank and the Treasurer's Office entered into that certain Agreement for depository services; and

WHEREAS, the parties desire to extend the term of the Agreement for an additional year; and

WHEREAS, the parties desire to amend the Agreement to update services including courier services, vault services and the associated pricing.

NOW, THEREFORE, THIS AGREEMENT, WITNESSETH: That for and in consideration as previously stated, the parties covenant and agree as follows:

1. **Extension:** The Agreement shall be extended for the period July 1, 2013, through June 30, 2014.
2. **Courier Services:** The Bank shall not be responsible for providing courier services to the Division of Motor Vehicles in Martinsburg, West Virginia. All costs associated with courier services shall be billed to the using agency, not to the Treasurer's Office.

3. **Vault Services and Pricing:** The Bank agrees to provide vault services upon request and the Treasurer's Office hereby agrees to pay Bank for the vault services as set forth in Attachment A to this Fifteenth Amendment.
4. **Remaining Terms and Conditions:** All remaining terms and conditions of the Agreement, as amended, shall remain in full force and effect during this extension.
5. **Extension in Duplicate:** This Extension may be executed in duplicate, each of which shall be considered an original.

WITNESS THE FOLLOWING SIGNATURES:

HUNTINGTON NATIONAL BANK

**WEST VIRGINIA STATE
TREASURER'S OFFICE**

By: *Jennifer Bassard*
Title: *Senior Vice President*

By: *[Signature]*
Title: *West State Treasurer*

Date: *Oct. 18, 2013*

Date: *10-25-13*

ATTACHMENT A

Vault Services

Description	Explanation	Price
Vault Dep-Special	Vault deposit special handling-unwrapped rolled coins	\$17.00
Vault Dep- Mixed	Deposit containing both currency and checks	\$1.50
Vault Dep- Unsecured	Processing deposits from a bag that has been compromised	\$12.00
Vault Dep-Night Drop	Night drop bag fee at merchant access center	\$2.50
Vault Dep-Currency only	Deposit containing only currency	\$1.25
Vault Dep- Check only	Deposit containing only checks	\$0.25
Vault-order- coin box	Rolled coin in standard full boxes of 50 rolls	\$3.30
Vault dep-envelope	Envelope contents are verified to stated amount on envelope, and then balanced to deposit ticket total	\$1.25
Vault dep-coin non-std	Sorted or unsorted coin which has stated amt on tag on bag, not bagged in Fed Reserve std quantities	\$7.50
vault dep-coin fed std bag	Sorted coin by denomination, bagged in fed std quantities	\$2.50
Vault order-coin roll	Rolled coins	\$0.10
Vault order- currency	Full strap currency orders, 100 bills per strap	\$0.55
Vault dep-organize	Organizing folded/crumpled currency- change is per \$thousand of liability	\$26.00
Vault dep-coin only	Deposit containing only coin	\$5.50
Vault dep-prep order	Correction of an error in an envelope deposit	\$5.00
Vault order-manual	Order received via non-electronic mode	\$12.50
Vault phone advice	Charge for adjustment requiring a phone call to the customer	\$10.00

Vault order-proc fee	Processing fee for any coin/currency order	\$0.55
Vault supply- disp bags	Tamper resistant bags required for both services	\$0
Vault order-special	Order which requires special handling	\$11.50
Vault order-loose currency	Providing unstrapped currency-charge is per note	\$0.01
Vault dep-cash processing	Charge per dollar value for coin and currency deposited	\$0.0010
Vault activity mailed	Providing validated receipt copy	\$5.50
Vault activity faxed	Fax report of vault- charge is per fax	\$3.50

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Huntington Bank

Authorized Signature: [Signature] Date: Oct 17, 2013

State of West Virginia [Signature]
Vice President

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 18th day of October, 2013.

My Commission expires October 26, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 07/01/2012)

