

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.

6

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.	2004-1300-099-089
DATE:	July 10, 2003
TERMS OF SALE:	
SHIP VIA:	
F.O.B.	

Ship to:

Same as above

Quantity	Description	Unit Price	Total
	Change Order No. 6		
	To add the attached Sixth Amendment to the Agreement to extend the term of the Agreement from July 1, 2003 through June 30, 2004.		
		TOTAL	OPEN END

By: *[Signature]* WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE 7-10-03 DATE Page 1 of _____

GENERAL COUNSEL APPROVAL: *[Signature]* DATE: 07.10.03

**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.

SIXTH AMENDMENT

to

AGREEMENT

between

HUNTINGTON NATIONAL BANK ("Bank")

and

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

THIS SIXTH AMENDMENT is made this 17th day of July, 2003 ("Sixth 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, 2004; 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, 2003 through June 30, 2004. All other terms and conditions of the Agreement shall remain in full force and effect during this extension.

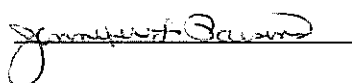
2. **Execution in Duplicate:**

This Sixth Amendment shall 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: 

By: 

Title: Vice President

Title: Deputy Treasurer

This document was drafted by:
Diana Stout WV# 3631
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. 7

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

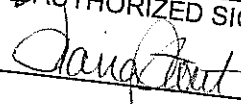
FEIN/SSN:	709035103 (284160)
FUND:	1322
ACCOUNT NO.	2004-1300-099-089
DATE:	June 16, 2004
TERMS OF SALE:	
SHIP VIA:	
F.O.B.	

Ship to:

Same as above

Quantity	Description	Unit Price	Total
	Change Order No. 7		
	To add the attached Seventh Amendment to the Agreement to extend the term of the Agreement from July 1, 2004 through June 30, 2005, correct the Agreement date and add on-line ACH Services.		
		TOTAL	OPEN END

By: 
 WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE 6-22-04
 DATE

GENERAL COUNSEL APPROVAL: 

DATE: 06.17.04

**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.

SEVENTH AMENDMENT

to

AGREEMENT

between

HUNTINGTON NATIONAL BANK ("Bank")
and
WEST VIRGINIA STATE TREASURER'S OFFICE
("Treasurer's Office")

THIS SEVENTH AMENDMENT is made effective June 2, 2004 ("Seventh Amendment") to the Agreement dated January 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, Treasurer's Office desires to correct an error in all the amendments as to the Agreement date, to extend the Agreement for an additional year and add Online ACH services; and

WHEREAS, Bank is willing to extend the Agreement term and provide the additional services in accordance with this Sixth Amendment.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

The parties covenant and agree as follows:

1. **Agreement Date:**

In each of the identification clauses of the amendments to the Agreement, the date of June 1, 2000 is stated as the date of the Agreement. The correct date is January 1, 2000. To correct these errors, each of the previous amendments, the First, Second, Third, Fourth, Fifth and Sixth Amendments, is hereby amended to change the date of the Agreement in the identification clause from June 1, 2000 to January 1, 2000.

2. **Extension:**

The Agreement shall be extended for the period July 1, 2004 through June 30, 2005.

3. **Online ACH Services:**

The following online ACH Information Reporting Services will be provided for Huntington Bank Account Numbers 01411017212 and 01221025847:

Previous Day Detail & Summary/Comma Separated Value (CSV) format	\$25.00 Mo. Flat Fee
Account Transfers – Unlimited	No Charge
ACH Transactions	\$0.22 Per Transaction Using online services

4. **Remaining Terms and Conditions:**

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

5. **Execution in Duplicate:**

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

WITNESS THE FOLLOWING SIGNATURES:

HUNTINGTON NATIONAL BANK

By: Jennifer L. Bassend
Title: Vice President
Date: June 11, 2004

**WEST VIRGINIA STATE
TREASURER'S OFFICE**

By: [Signature]
Title: Deputy Treasurer
Date: June 22, 2004

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

Con 4 Find
CSV maintenance
\$ 20.00

Change Order #7.
Contract = \$ 25
Billed = \$ 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. #08

NAB

VENDOR:

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

Invoice to:

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

Ship to:

Same as above

FEIN/SSN:	709035103(FIMS#284 160)
FUND:	1322
ACCOUNT NO.	2005-1300-099-025
DATE:	May 4, 2005
TERMS OF SALE:	
SHIP VIA:	
F.O.B.	

Quantity	Description	Unit Price	Total
	CO#08 To add remittance address to contract. Huntington National Bank WE3007 PO Box 633 Charleston, WV 25322		
		TOTAL	OPEN END

By: *[Signature]* 5-5-05
WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE DATE

GENERAL COUNSEL APPROVAL: *[Signature]* DATE: 5.5.05

**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.

The Huntington National Bank
Business Banking
P. O. Box 633
Charleston, West Virginia 25322



West Virginia State Treasurers Office
Attn: Ratha Boggess
Building One
Room E 145
Charleston, WV 25305

Dear Ratha Boggess,

I am asking that you change the address on the check that is sent to Huntington Bank each month as payment for the State of West Virginia's analysis charge for banking services and for payment to Loomis Fargo for coin and currency deliveries in the northern part of the state.

This payment should now come to the Charleston office of Huntington Bank. The address is listed below.

Huntington National Bank
WE3007
P O Box 633
Charleston, WV 25322

Thank you for your help.

Jennifer Parsons

A handwritten signature in cursive script that reads 'Jennifer Parsons'.

VP Treasury Management



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

VENDOR:

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

FEIN/SSN:	709035103(FIMS#284)
FUND:	1322
ACCOUNT NO.	2005-1300-099-025
DATE:	May 4, 2005
TERMS OF SALE:	
SHIP VIA:	
F.O.B.	

WV State Treasurer's Office
 Atn: Kim Smith
 1900 Kanawha Blvd., E.
 Bldg. 1, Room E-122
 Charleston, WV 25305

Invoice to:

Ship to:
 Same as above

CHANGE ORDER NO. #01

PURCHASE ORDER NO. **STO#91E**

Quantity	Description	Unit Price	TOTAL	OPEN END
	CO#08 To add remittance address to contract. Huntington National Bank WE3007 PO Box 633 Charleston, WV 25322			
	Total			

By: *[Signature]*
 WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE
 DATE *S-S-05*

**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 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.

The Huntington National Bank
Business Banking
P. O. Box 633
Charleston, West Virginia 25322



West Virginia State Treasurers Office
Attn: Ratha Boggess
Building One
Room E 145
Charleston, WV 25305

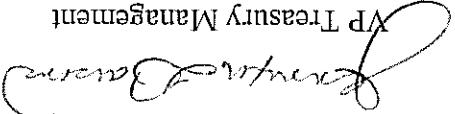
Dear Ratha Boggess,

I am asking that you change the address on the check that is sent to Huntington Bank each month as payment for the State of West Virginia's analysis charge for banking services and for payment to Loomis Fargo for coin and currency deliveries in the northern part of the state.

This payment should now come to the Charleston office of Huntington Bank. The address is listed below.

Huntington National Bank
WE3007
P O Box 633
Charleston, WV 25322

Thank you for your help.

Jennifer Parsons

VP Treasury Management

PURCHASE ORDER



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

VENDOR:

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

FEIN/SSN:	709035103 (284160)
FUND:	1322
ACCOUNT NO.:	2005-1300-099-089
DATE:	June 27, 2005
TERMS OF SALE:	
SHIP VIA:	
F.O.B.:	

Invoice to:
WV State Treasurer's Office
Attn: Kim Smith
1900 Kanawha Blvd., E.
Bldg. 1, Room E-122
Charleston, WV 25305

Ship to:
Same as above

PURCHASE ORDER NO. []
CHANGE ORDER NO. []

STO# 91E []
9 []

Quantity	Description	Unit Price	TOTAL	OPEN END
	Change Order No. 9 To add the attached Eighth Amendment to the Agreement to extend the term of the Agreement from July 1, 2005 through June 30, 2007.			
	Total			

[Signature]
WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE

By: _____
GENERAL COUNSEL APPROVAL:

DATE: 6.27.05

**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.

EIGHTH AMENDMENT

AGREEMENT

between

HUNTINGTON NATIONAL BANK ("Bank")

and

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

THIS EIGHTH AMENDMENT is made effective July 1, 2005 ("Eighth Amendment") to the Agreement dated January 1, 2000, known as Purchase Order ST091E, 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, 2007; 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 July 1, 2005 through June 30, 2007.

2. **Remaining Terms and Conditions:**
All other terms and conditions of the Agreement shall remain in full force and effect.

3. **Execution in Duplicate:**
This Eighth Amendment shall be executed in duplicate, each of which shall be considered an original.

WITNESS THE FOLLOWING SIGNATURES:

HUNTINGTON NATIONAL BANK

By: Jennifer A. Parsons

Title: Vice President

Date: June 20, 2005

WEST VIRGINIA STATE
TREASURER'S OFFICE

By: *[Signature]*

Title: Deputy Treasurer

Date: 6-27-05

This document was drafted by:
Diana Stout WV#3631
General Counsel
West Virginia State Treasurer's Office
1900 Kanawha Blvd., E.
Bldg. 1, Room E-122
Charleston, WV 25305
(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. #11

VENDOR:

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

Invoice to:

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

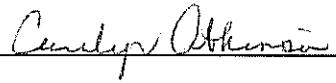
Ship to:

Same as above

FEIN/SSN:	709035103 (FIMS#284160)
FUND:	1322
ACCOUNT NO.	2008-1300-099-089
DATE:	02/15/08
TERMS OF SALE:	
SHIP VIA:	
F.O.B.	

Quantity	Description	Unit Price	Total
	To add the Ninth Amendment to the purchase order/contract under the same terms, conditions, prices and specifications contained in the original contract including all authorized change order. Effective Date of Admendment: August 15, 2007.		
		TOTAL	

By:  2-15-08
 WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE DATE

ASSISTANT GENERAL COUNSEL APPROVAL:  DATE: 2-22-08

**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.

NINTH AMENDMENT

to

AGREEMENT

between

HUNTINGTON NATIONAL BANK ("Bank")

and

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

THIS NINTH AMENDMENT is made effective August 15, 2007 ("Ninth Amendment") to the Agreement dated January 1, 2000, known as Purchase Order STO #91E, by and between **The Huntington National Bank** ("Bank"), whose main office is located at Huntington Center, 41 South High Street, Columbus, Ohio 43287 and the **West Virginia State Treasurer's Office** ("Treasurer's Office"), whose main office is located at One Players Club Drive, Charleston, WV 25311:

WHEREAS, the parties hereto have previously executed that certain original Agreement dated January 1, 2000 ("the Agreement"), which is part of Purchase Order STO #91E, together with various extensions and amendments thereto; and

WHEREAS, the parties desire to modify the Agreement so as to reflect updated Wire Transfer Services ("Services") to be provided by the Bank; and

WHEREAS, the Services provided by the Bank are in connection with existing accounts with the Bank that the Treasurer's Office has previously designated as Wire Transfer Accounts ("WTA" or collectively "WTAs"); and

WHEREAS, the Services described by this Ninth Amendment are updated provisions to existing Bank services, and therefore do not need to be competitively bid;

NOW, THEREFORE, THIS NINTH AMENDMENT TO AGREEMENT, WITNESSETH:

The Bank and the West Virginia State Treasurer's Office do hereby covenant and agree as follows:

1. **Continuation of Agreement:** This Ninth Amendment shall incorporate and continue the terms and conditions of the original January 1, 2000 Agreement that comprises STO #91E, and all extensions thereto, including that certain Extension to Agreement dated June 5,

2007, which extended the term of the original Agreement from July 1, 2007 through June 30, 2008.

2. **Wire Transfer Services:** In order to update the Wire Transfer Services offered by the Bank so as to enable the Treasurer's Office to transfer funds from the Treasurer's Office's WTA, the parties hereto agree to the additional terms and conditions contained herein.
3. **Security Codes:** Bank will assign a unique Personal Identification Number ("PIN") for each person who is authorized by the Treasurer's Office to initiate a wire transfer ("Authorized Representative" or collectively "Authorized Representatives"). Bank will assign a unique PIN for each person who is authorized to provide secondary approval for particular wire transfers over a certain dollar amount ("Authorized Confirmation Representative" or collectively "Authorized Confirmation Representatives"). Bank will assign a unique repeat code ("Code") to Authorized Representatives for each repetitive wire transfer listed on the Repetitive Transfer Authorization. Bank will provide these PINs and Codes to the Treasurer's Office. In addition, Bank will also assign a unique User I.D. and Password or other device(s) ("Online Access") to the Treasurer's Office's Authorized Representatives to initiate repetitive/non-repetitive transfers from WTAs. Bank will provide the Online Access to the Treasurer's Office.
4. **Confidentiality:** Online Access, PINs and Codes are strictly confidential. Online Access, PINs and Codes should be disclosed to only those Authorized Representatives or Authorized Confirmation Representatives who are required to know them. The Online Access, PINs and Codes should only be disclosed to the Authorized Representatives or Authorized Confirmation Representatives to whom the number is issued as indicated. The Treasurer's Office should instruct Authorized Representatives or Authorized Confirmation Representatives that Authorized Representatives or Authorized Confirmation Representatives should not disclose Online Access, PINs and/or Codes to anyone, including other employees or agents of the Treasurer's Office. The Treasurer's Office must establish and maintain procedures reasonably adapted to assure the confidentiality of Online Access, PINs and Codes. The Treasurer's Office agrees to be solely responsible for the security of the Treasurer's Office's Online Access, PINs, and Codes. Wire transfer instructions received by the Bank with Online Access, Codes, or PINs shall be deemed to be instructions received from an Authorized Representatives or Authorized Confirmation Representatives, and Bank is not liable for any transfer made if supplied with Online Access, PINs, or Codes. Furthermore, the Treasurer's Office is liable for all transfers made with Online Access, PINs, or Codes, even if a person (a) authorized by the Treasurer's Office exceeds his/her authority, (b) has had his or her authority changed or revoked; or (c) is not the same person as the Authorized Representative. If the Treasurer's Office believes that Online Access, PINs or Codes have become known by unauthorized persons (whether or not employed by the Treasurer's Office) the Treasurer's Office shall contact the Bank immediately by telephone, and Bank will remove the Online Access, PINs, and/or Codes from the Service, and issue new Online Access, PINs or Codes to the Treasurer's Office in accordance with Bank's security requirements. Bank reserves the right to change Online Access, PINs, and Codes upon notice to the Treasurer's Office.

5. **Transfers:** The Authorized Representative of the Treasurer's Office may direct Bank to transfer funds from any of WTAs, listed in the Wire Transfer PIN Request Section (a) to an account of the Treasurer's Office with Bank or at another U.S. or foreign financial institution or (b) to an account held by any third party with Bank or at another U.S. or foreign financial institution in accordance with the terms and conditions stated herein. Wire transfer requests can be made by the Treasurer's Office on Monday through Friday (excluding federal holidays) from 8:00 a.m. to 4:30 p.m. in Columbus, Ohio ("Banking Days"). If the Treasurer's Office makes a wire transfer request after 4:30 p.m. in Columbus, Ohio or on a non-Banking day, Bank may process such request on the following Banking Day. The Treasurer's Office is deemed to make a wire transfer request when the Bank receives the wire transfer request from the Treasurer's Office. Wire transfer requests may be made orally or in writing, and may be made by use of the telephone or Online Access. Under no circumstances shall such requests be accepted when made by facsimile or electronic mail.
- a. Bank will only accept the request for wire transfer if the Bank is provided with the applicable Online Access, PINs, or Codes provided to the Treasurer's Office, and other information as required by Bank. The Treasurer's Office understands and agrees that Bank may record telephone conversations between the Authorized Representatives of the Treasurer's Office, Authorized Confirmation Representatives and Bank. The decision to record any telephone conversation shall be solely within Bank's discretion, and Bank shall have no liability for failing to do so or for retaining or failure to retain any such recording.
 - b. Bank will be under no obligation to honor, either in whole or in part, any wire transfer request(s):
 - (i) Which exceeds the collected funds in the WTA of the Treasurer's Office from which the Treasurer's Office desires the transfer to be made;
 - (ii) Which is not in accordance with any condition indicated by the Treasurer's Office and agreed to by Bank in writing; or
 - (iii) Which is not in accordance with the security or other requirements in this Agreement.
 - c. If an overdraft is created in a WTA in order to complete a wire transfer, the Treasurer's Office agrees to repay Bank as soon as reasonably possible. If an overdraft is created in a WTA to complete a wire transfer, the Bank shall submit an invoice to the Treasurer's Office in the amount equal to the overdraft, together with any applicable fees. Bank is under no obligation to complete a wire transfer request that creates an overdraft in WTA or to complete a wire transfer if collected funds are not in the WTA.
 - d. Bank will execute wire transfer requests with proper Online Access, PINs, Codes, or other information that Bank requires on the date received or the date(s) specified by the Treasurer's Office, provided such requests are received by Bank within the established deadline(s), and provided such day is a Banking Day for

Bank, and a business day for the receiving entity. Otherwise, the transfer will be made on the next succeeding Banking Day that is a business day. In executing any wire transfer request, Bank may utilize such means of transmission as Bank reasonably selects, including but not limited to telephone, Fed Wire, SWIFT or Telex.

6. **Secondary Approval:** Except for wire transfer requests executed with Online Access, the Treasurer's Office may indicate in the Secondary Approval Section whether or not Treasurer's Office wishes Bank to attempt to confirm by telephone with the Authorized Confirmation Representatives of the Treasurer's Office certain wire transfer requests. Except for wire transfer requests executed with Online Access, Treasurer's Office may choose to receive call-backs on repetitive transfers, non-repetitive transfers or both and the Treasurer's Office may select a threshold dollar amount for receiving secondary approval call-backs. If wire transfer requests are executed with Online Access, the Treasurer's Office may choose to entitle an Authorized Confirmation Representative to approve repetitive transfers, non-repetitive transfers or both, and Treasurer's Office may select a threshold dollar amount for authorizing secondary approval.
 - a. Except for wire transfer requests executed with Online Access, before executing a wire transfer request equal to or in excess of the threshold dollar amount selected by Treasurer's Office, if any, Bank will attempt to call one Authorized Confirmation Representative to confirm the wire transfer request. The confirmations will be performed verbally and the Authorized Confirmation Representatives will be assigned unique PIN for the purpose of confirming wire transfer requests. Confirmation of wire transfer requests by a person purporting to be an Authorized Confirmation Representative contacted in accordance with these terms and conditions shall be deemed to be validly confirmed wire transfer requests. Refusal to confirm a wire transfer request by a person purporting to be an Authorized Confirmation Representative contacted in accordance with these terms and conditions shall be a revocation of the wire transfer request, which request may be reinitiated only by an Authorized Representative. In the event that none of the Authorized Confirmation Representatives are available to confirm a wire transfer request before the deadline for transmission, Treasurer's Office agrees that the wire transfer will be cancelled.
 - b. In no event will Bank be required to perform call-backs for secondary approval on wire transfer requests which are below the threshold dollar amount selected by Treasurer's Office, if any, or if the request is executed via Online Access. Bank reserve the right to call back one of the Treasurer's Office's Authorized Representatives to confirm repetitive transfers or non-repetitive transfers even if Treasurer's Office indicates in the Secondary Approval Section that it does not wish Bank to attempt to perform confirmations, and to call back one of Treasurer's Office's Authorized Confirmation Representatives to confirm wire transfers below the threshold dollar amount selected by the Treasurer's Office, if any.

- c. If the Treasurer's Office is initiating transfers with Online Access, the Bank will not call-back Authorized Confirmation Representative. If the Treasurer's Office has indicated in the Secondary Approval Section that it wishes the Bank to attempt to confirm by telephone with the Authorized Confirmation Representatives of the Treasurer's Office certain wire transfer requests, then in lieu of such call back procedure, Bank will require Authorized Confirmation Representative to access Online Access and approve wire transfer requests via providing Authorized Confirmation Representative's unique PIN for Online Access. This method of confirmation of a wire transfer request by a person purporting to be an Authorized Confirmation Representative shall be deemed to be a validly confirmed wire transfer request. Refusal to confirm a wire transfer request via Bank's Online Access by a person purporting to be an Authorized Confirmation Representative shall be a revocation of the wire transfer request, which request may be reinitiated only by an Authorized Representative. In the event that none of the Authorized Confirmation Representatives confirm a wire transfer request via Bank's Online Access before the deadline for transmission, Treasurer's Office agrees that the wire transfer will be cancelled.
- d. In no event will Bank be required to make available secondary approval procedure in Bank's Online Access on wire transfer requests, which are below the threshold dollar amount selected by the Treasurer's Office, if any. Nevertheless, Bank reserve the right to call back one of Treasurer's Office's Authorized Representatives or require an Authorized Confirmation Representative to enter the unique PIN via the Online Access to confirm repetitive transfers or non-repetitive transfers initiated via Bank's Online Access, even if the Treasurer's Office indicates in the Secondary Approval Section that the Treasurer's Office does not wish Bank to attempt to perform confirmations to confirm wire transfers below the threshold dollar amount selected by the Treasurer's Office, if any.

7. **Repetitive Transfers:** Bank will assign a unique Code for each repetitive transfer. A repetitive transfer ("Repetitive Transfer") is a wire transfer request made routinely by the Treasurer's Office with instructions remaining constant except for the date and dollar amount. Instructions for Repetitive Transfers must be specified in the Repetitive Wire Transfer Section of the set up sheet. To initiate a Repetitive Transfer, an Authorized Representative of the Treasurer's Office must provide Bank with the following information:
- (a) Name of Authorized Representative;
 - (b) Code;
 - (c) Amount to be transferred; and
 - (d) Date of transfer.

If an incorrect Code is given, Bank will not execute the wire transfer request until a valid Code is given.

8. **Non-Repetitive Transfers:** A non-repetitive transfer ("Non- Repetitive Transfer") is any wire transfer request, other than a Repetitive Transfer. If the Authorized Representative of the Treasurer's Office does not provide Bank with the Code assigned to a Repetitive

Transfer, Bank will treat such wire transfer request as a Non-Repetitive Transfer, subject to the terms of this paragraph. To initiate a Non-Repetitive Transfer request, the Treasurer's Office's Authorized Representative must provide Bank with the following information:

- a. Name of Authorized Representative;
- b. PIN;
- c. Amount to be transferred;
- d. Date of Transfer;
- e. Treasurer's Office 's WTA from which funds are to be withdrawn;
- f. Amount and type of currency (U.S. or Foreign) to be transferred;
- g. The financial institution to which funds are to be transferred; and
- h. The name of the receiving party and the account number to which funds are to be transferred.

9. **Authorization to Debit Account:** Upon receipt of the PINs or Code(s), and other information stated in this Agreement, the Treasurer's Office authorizes Bank to debit the Treasurer's Office's WTA in the amount of the wire transfer request. In the case of foreign denominated wire transfers, the debit to the Treasurer's Office's account will be the U.S. Dollars equivalent of such transfer based on the currency exchange rate the Bank uses. Under no circumstances may fees or costs be debited from the Treasurer's accounts.
10. **Adjustments:** If the amount of funds to be transferred to a specified recipient is incorrectly entered by the Treasurer's Office, Bank will, upon notice, contact the recipient and request a return of the transferred funds to the extent of the recipient's undue enrichment (i.e., the amount of the funds transferred which exceed the intended amount of the transfer, plus interest accrued thereon at the Federal Funds rate in effect at the Federal Reserve Bank of Cleveland, from the date of transfer). Bank will have no further responsibility to take any action to obtain a return of funds erroneously transferred as a result of an incorrect entry.
11. **Confirmation Advice and Account Reconciliation:** Bank will promptly send the Treasurer's Office a confirmation of each executed wire transfer request to the destination indicated by the Treasurer's Office in the Wire Transfer Confirmation Section. Bank will assign a reference number to each completed wire transfer request, which will appear on the confirmation advice.
12. **Currency:** Any transfer expressed as payable in a foreign country in U.S. dollars shall be made by the Bank in U.S. dollars, but such transfer under the laws, regulations, or customs of such foreign country may be payable only in the currency of the country at the Drawee's or its paying correspondent's buying rate for such items at the time of presentation or demand.
13. **Obtaining Service:** The parties hereto recognize that the Treasurer's Office is an existing customer of the Bank, and that all prior services, as amended and extended, shall continue, except as modified herein. Treasurer's Office will execute and deliver to Bank such documentation as Bank deems necessary to implement the new Wire Transfer Services, including, but not limited to, signature cards, and documentation of appointed Authorized Representative(s) or Authorized Confirmation Representatives. The Treasurer's

Office acknowledges and agrees that the Services provided by Bank will be subject to, in addition to this Agreement: (a) any set-up sheets or authorization forms; and (b) the provisions of any applicable software license agreement(s) governing any aspect of Bank's relationship with the Treasurer's Office, whether or not executed by the Treasurer's Office. In addition, the Services will be subject to all applicable federal, state and local laws and regulations. The prior Agreement between the Bank and the Treasurer's Office regarding the Treasurer's Office's accounts at Bank and any amendments or extensions thereof still apply.

14. **Duty to Review and Inspect:** The Treasurer's Office is responsible for promptly reviewing and inspecting all receipts, confirmations, notices, periodic statements, adjustments, charges, entries or all other transactions and all evidences thereof. The Treasurer's Office agrees to notify Bank of any errors or discrepancies within thirty (30) days after receipt of notices, receipts, confirmations, periodic statements, adjustments, charges, entries, or all other transactions and all evidences thereof containing such errors or discrepancies. The Treasurer's Office agrees that Bank will not be liable for any losses resulting from the Treasurer's Office's failure to give such notice of error or discrepancies in such notices, receipts, confirmations, periodic statements, adjustments, charges, entries, or all other transactions and all evidences thereof.
15. **Fees:** The parties agree that there are no new fees or costs associated with the upgrade in Services reflected by this Ninth Amendment. All fees previously agreed upon in prior Amendments to the Agreement shall remain in full force and effect until otherwise amended in writing by the parties hereto.
16. **Authorization:** Bank will be entitled to rely on any written notice or other communication believed by it in good faith to be genuine and to have been signed or authorized by an Authorized Representative, and any such communication will be deemed to have been authorized by such person. The Treasurer's Office may add or delete any Authorized Representative by written notice to Bank signed by at least two Authorized Representatives other than one being added or deleted. Such notice will be effective on the second day following the day of Bank's receipt thereof.
17. **Remaining Terms and Conditions:** All other terms and conditions of the January 1, 2000 Agreement shall remain in full force and effect, except as modified by subsequent Amendments or Extensions, including this Ninth Amendment.
18. **Required Documents:** The Bank hereby ratifies and re-executes the WV State Treasurer's Office Purchase Order Contract General Terms & Conditions (STO-3) and the Agreement Addendum (WV-96), as required by State law, both of which are attached hereto and made a part hereof, and incorporated herein by reference.
19. **Execution in Duplicate:** This Ninth Amendment shall be executed in duplicate, each of which shall be considered an original.

Executed by The Huntington National Bank and the West Virginia State Treasurer's Office as of the dates set forth below:

THE HUNTINGTON NATIONAL BANK

Signature: Jennifer Parsons
Printed Name: JENNIFER PARSONS
Title: Vice President
Date: Feb 5 2008

**WEST VIRGINIA STATE
TREASURER'S OFFICE**

Signature: Blair Taylor
Printed Name: Blair Taylor
Title: Deputy Treasurer
Date: 2-15-08

This instrument prepared by:
Jennifer Narog Taylor, Assistant General Counsel
West Virginia State Treasurer's Office
One Player's Club Drive
Charleston, WV 25311
304.340.1568