

PURCHASE ORDER



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

PURCHASE ORDER NO. STO#95E
CHANGE ORDER NO. # 11

VENDOR:

UNITED BANK, INC.
 Attn: Larry Salyers, Sr. Vice President
 PO Box 393
 Charleston, WV 25322-0393
 304-348-8396 voice
 304-348-8327 fax
 Larry.Salyers@bankwithunited.com

Invoice to:

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

Ship to:

Same as above

FEIN/SSN:	550249860
FUND:	
ACCOUNT NO:	
DATE:	Sept. 10, 2010
TERMS OF SALE:	
SHIP VIA:	
F.O.B.	

Quantity	Description	Unit Price	Total
1	<p>Change Order No. 11</p> <p>To extend this agreement in accordance with all previous terms and conditions and subsequent change orders.</p> <p>The renewal period shall be for the period of July 1, 2010 and shall expire June 30, 2011.</p> <p>No other changes</p>		
		TOTAL	Open End

By: 9-13-10 Page 1 of _____
 WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE DATE

ASSISTANT GENERAL COUNSEL: DATE: 9-10-10

Tenth Amendment

To

AGREEMENT

UNITED BANK, INC.

And

WEST VIRGINIA STATE TREASURER'S OFFICE

This Tenth Amendment ("Tenth Amendment") is made effective the 1st day of July 2010, and amends the Agreement known as **Purchase Order No. STO#95E**, by and between **United Bank, Inc.** and the **West Virginia State Treasurer's Office** ("Treasurer's Office"):

WHEREAS, the Treasurer's Office and United Bank, Inc. entered into that certain Agreement for depository 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:

UNITED BANK, INC.

WEST VIRGINIA STATE TREASURER'S OFFICE

Larry Salyers
By: *Larry Salyers*
Title: Senior VP
Date: 9/8/10

Blair Traft
By: *Blair Traft*
Title: Deputy Treasurer for Administration
Date: 9/10/10

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 instrumentally established by a county or municipality; any separate corporation or instrumentally 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: United Bank

Authorized Signature: [Signature] Date: 9/8/10

State of WV

County of Kanawha, to-wit:

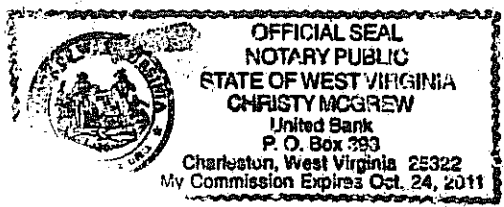
Taken, subscribed, and sworn to before me this 5th day of September, 2010.

My Commission expires 10-24, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]



**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.



State of West Virginia
OFFICE OF THE STATE TREASURER
CHARLESTON, WV 25305

John D. Perdue
State Treasurer

1-800-422-7498
304-558-5000
www.wvsto.com

Danny Ellis
Assistant State Treasurer

August 25, 2010

VIA EMAIL/FACSIMILE COMMUNICATION

United Bank, Inc.
Attn: Larry Salyers
PO Box 393
Charleston, WV 25322-0393

RE: Depository Services Contract# STO95E

Dear Mr. Salyers:

The above named contract for depository services with the State Treasurer's Office has expired. If you wish to continue providing this service and extend this contract for an additional term, please sign the attached Amendment and the Purchasing Affidavit and return to us at your earliest convenience.

There are two exact duplicate Amendments that we are requesting original signatures to be affixed. Upon encumbrance and further processing, a formal change order with all supporting documentation will be provided to you for your records.

Please return all documents to the attention of Joshua Miller, Purchasing Assistant, or Alberta Kincaid, Director of Administration.

Sincerely,

Joshua Miller
Administration Division

Attachments