

PURCHASE ORDER



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

PURCHASE ORDER NO. STO95E

CHANGE ORDER NO. 13

VENDOR:

UNITED BANK, INCL
 Attn: Larry Salyers, Sr. Vice President
 PO Box 393
 Charleston, WV 25322-0393
 Office: 304.348.8396
 Fax: 304.348.8327
 Email: larry.salyers@bankwithunited.com

Invoice to:

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

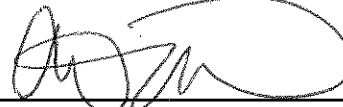
Ship to:

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

FEIN/SSN:	550249860
FUND:	1322-2013-1300-099-
Fund - Continued	089-07309
DATE:	7/9/12
UC/WC Verify:	Yes
SOS Verify:	Yes
i-Comp Verify:	Yes
DOA TEAM ID#	709035113
FIMS ID#	36379

Quantity	Description	Unit Price	Total
	Change Order No. 13		
	<p>The purpose of this change order/amendment is to extend the Agreement in accordance with all previous terms and conditions and subsequent change orders.</p> <p>Effective date of extension: July 1, 2012 – June 30, 2013</p> <p>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 to expedite invoice processing.</p>		
		TOTAL	OPEN END

By:  7/11/12
 WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE DATE

ASSISTANT/GENERAL COUNSEL:  DATE: 7/10/12

**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.

TWELFTH AMENDMENT
To
AGREEMENT BETWEEN

UNITED BANK, INC.
and
THE WEST VIRGINIA STATE TREASURER'S OFFICE

THIS TWELFTH AMENDMENT ("Twelfth Amendment") is made effective the 1st day of July 2012, and amends the Agreement dated January 1, 2000 ("Agreement"), known as Purchase Order No. STO95E, by and between United Bank, Inc. ("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:

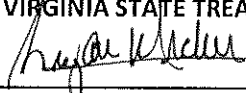
UNITED BANK, INC.

By: 

Title: Senior VP

Date: 7/3/12

WEST VIRGINIA STATE TREASURER'S OFFICE

By: 

Title: Interim Deputy Treasurer of Admin.

Date: 7/11/12

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: United Bank

Authorized Signature: [Signature] Date: 7/3/12

State of WV

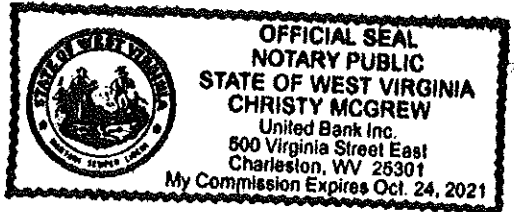
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 3rd day of July, 2012

My Commission expires 10-24-2012, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



UC/WC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

FEIN: 550249886
Business name: UNITED BANK
Doing business
as/Trading as:

Please use your browsers back button to try again.

WorkforceWV	Unemployment Compensation	Offices of the Insurance Commissioner
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NEXT FUNCTION: _____ ACTION: _____

07/09/2012 11:49:42

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=====
PAY ENTITY      : PUR
VENDOR NUMBER  : *709035113
GROUP NUMBER   : _____
SHORT NAME     : UNITEDBANKINC
VENDOR TYPE    : M
ORDER FROM NAME: UNITED BANK INC
  ADDR LINE 1: 500 VIRGINIA ST EAST
  ADDR LINE 2: PO BOX 393
  CITY/STATE: CHARLESTON WV
  FEIN OR SSN: 550249860
  CONTACT: LARRY SALYERS
  FAX NUMBER: 304-348-8327
EDI/FAX CODE   :
FAX            :
PHONE         : 304-348-8396
STATE CODE    :
POSTAL CODE   : 25322
OPT ADDR USE  :
OPT STATE CD  :
OPT POSTAL CD:

```

PAYMENT TERMS : 005 STATUS: ORDER HOLD:
NET 30

--- CONSOLIDATED REPORTING INFORMATION ---

PAY ENTITY :
VENDOR NUMBER :
GROUP NUMBER :

ID: TR#N324

STATE OF WEST VIRGINIA

07/09/12

WVFA278A

FINANCIAL INFORMATION MANAGEMENT SYSTEM

11:46:12

VENDORS

- VENDOR INQUIRY DETAIL

PAGE: 03

VENDOR ID: 0000036379

NAME: UNITED BANK INC

NEW VEND ID:

LAST UPDATED: 04/19/2011 BEP-WCC DEFAULT: N

FEIN OR SSN: F (F OR S)

VENDOR STATUS: Y

FEIN SSN : 550249860

BRANCH CODE: 03 BUSINESS DESIGNATION: CO

DOING BUSINESS AS:

CONTACT NAME (FIRST, MI, LAST):

PHONE NUMBER:

EXTENSION:

STREET ADDRESS: PO BOX 393

CITY: CHARLESTON

ADDR TYPE: R (R OR O) STATE: WV ZIP-CODE: 25322 0393 COUNTRY: USA

OUTSTANDING A P: .00 PAYMENTS YTD: .00

PREVIOUS FY PAYMENTS: .00 LAST AMOUNT: .00

LAST WARRANT NUMBER: 7002239130 LAST PAY DATE: 06/19/2012

MAILING DATE: 09/22/94 MAIL RESPONSE DATE: 09/27/94

OVERRIDE ADDRESS: Y SUBRECIPIENT: Y

NEXT:

PF1 =HELP

PF3 =END

PF4 =MENU

PF7 =BKWD

PF8 =FWD