

PURCHASE ORDER



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

PURCHASE ORDER NO. STO95E

CHANGE ORDER NO. 12

VENDOR:

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

Invoice to:


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

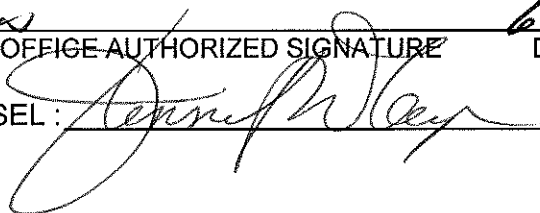
Ship to:

Same as above

FEIN/SSN:	550249860
FUND:	
ACCOUNT NO.	
DATE:	06/14/2011
TERMS OF SALE:	
SHIP VIA:	
F.O.B.	
DOA TEAM ID#	
FIMS ID#	36379

Quantity	Description	Unit Price	Total
	Change Order No. 12		
	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:  6-16-11 Page 1 of _____
 WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE DATE

ASSISTANT GENERAL COUNSEL:  DATE: 6-14-11

**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.

ELEVENTH AMENDMENT
To
AGREEMENT BETWEEN

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

THIS ELEVENTH AMENDMENT ("Eleventh Amendment") is made effective the 1st day of July 2011, and amends the Agreement dated January 1, 2000, 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 banking services, dated January 1, 2000, and designated Purchase Order No. STO95E ("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:

UNITED BANK, INC.

By: 

Title: Senior VP

Date: June 10, 2011

WEST VIRGINIA STATE TREASURER'S OFFICE

By: 

Title: Deputy Treasurer, Administration

Date: 6-16-11

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 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: 6/16/11

State of West Virginia

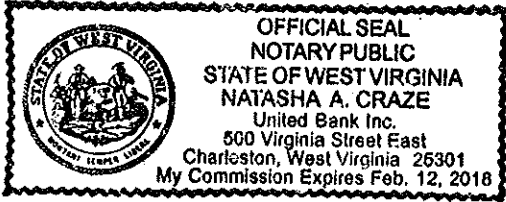
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 10 day of June, 2011.

My Commission expires 2-12-18, 2018

AFFIX SEAL HERE

NOTARY PUBLIC Natasha A. Craze



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) United Bank	
	Business name, if different from above United Bank	
	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.) P.O. Box 393	Requester's name and address (optional)
	City, state, and ZIP code Charleston, WV 25322-0393	
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
55 : 0249860

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 ▶ 6/19/11
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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,

West Virginia State Treasurer's Office
CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT
For Third Parties Under Agreements That Provide Access to STO Data

WHEREAS, UNITED BANK, INC., (hereinafter "Third Party"), is party to a separate contract, arrangement or agreement with the West Virginia State Treasurer's Office ("STO") through which it may have access to files, websites, databases, records and other sources that may include information of the STO that is considered privileged, confidential and proprietary; and

WHEREAS, the STO has required, as a condition precedent, that the Third Party, its employees, agents, contractors and other such personnel, must keep all information obtained by or through its agreement with the STO confidential and shall not disclose the same to any other party;

NOW, THEREFORE, THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement"), WITNESSETH: That for and in consideration of the mutual benefit of the parties hereto, the undersigned do hereby acknowledge and agree as follows:

1. Pursuant to its separate agreement with the STO, certain matters may be disclosed to the Third Party by the STO that both parties agree should remain confidential or proprietary.
2. "Confidential or Proprietary Information" includes:
 - a. any information residing on the STO information resource systems;
 - b. all data, materials, products, technology, computer programs, specifications, manuals, business plans, records, software, financial information and other information disclosed or submitted, orally, in writing, graphically, machine recognizable or by any other media, by the STO that is stamped "confidential," "proprietary" or with a similar legend;
 - c. documents and working papers obtained or compiled by the Unclaimed Property Division in the course of conducting an examination that are deemed confidential and are not public records pursuant to the provisions of *W.Va. Code § 36-8-20(d)*;
 - d. any data or information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPA");
 - e. financial records or documents of any financial institution or any customer of the financial institution, including records of transactions conducted by means of a customer bank communication terminal or other electronic device, that are deemed confidential pursuant to the provisions of the *Maxwell Governmental Access to Financial Records Act, W.Va. Code § 31A-2A-1, et seq.*; and
 - f. any information that the STO designates as confidential or proprietary information.
3. "Confidential or Proprietary Information" does not include any data, information or device that is:
 - a. in the possession of the Third Party from another source without restrictions on use or disclosure;
 - b. independently developed by the Third Party;
 - c. available without breach of this Agreement; or

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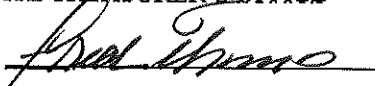
- d. produced or disclosed pursuant to applicable law, rule, regulation or court order.
4. The Third Party agrees to be bound by the confidentiality provisions of the *West Virginia State Treasurer's Office Information Security Policy*, insofar and insofar only as they apply to third party recipients of Confidential or Proprietary Information. The terms and conditions of this Agreement are in addition to the requirements of said policy.
5. The Third Party shall not disclose or use any Confidential or Proprietary Information in a manner that violates this Agreement, the *West Virginia State Treasurer's Office Information Security Policy* or any applicable state or federal law without the express written consent of the STO.
6. The Third Party shall hold in strict confidence anything that is considered Confidential or Proprietary Information within the meaning of this Agreement.
7. The Third Party shall not disclose Confidential or Proprietary Information to any person not specifically authorized to receive, have or view such information by the STO.
8. Confidential or Proprietary Information or data kept, maintained or accessed by the Third Party through the STO may not be transmitted to any other party by electronic or other means for uses not authorized by the STO or its agreement with the Third Party, or to any other contractor or allied agency, without prior written approval of the STO, unless otherwise required by law.
9. Reports or data containing Confidential or Proprietary Information may not be revealed or sold to any other party.
10. The Third Party shall not use any Confidential or Proprietary Information as a basis upon which to develop or have another entity develop any product or service without the express written consent of the STO.
11. The Third Party shall report, in writing, any unauthorized use or disclosure of the Confidential or Proprietary Information of which it becomes aware.
12. This Agreement applies to the Third Party and all of its employees, agents, contractors and other such personnel who may have access to the Confidential or Proprietary Information of the STO.
13. To protect the Confidential or Proprietary Information of the STO from unauthorized disclosure, the Third Party agrees:
 - a. That it will limit the persons, employees, agents or others to whom the Confidential or Proprietary Information is disclosed to those reasonably required to accomplish the purposes stated in this Agreement or those included in any other agreement between the Third Party and the STO; and
 - b. To provide appropriate notification and training of its employees, agents, contractors and other such personnel to whom the Confidential or Proprietary Information is or will be disclosed; and

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- c. To ensure its employees, agents, contractors and other such personnel to whom it provides any Confidential or Proprietary Information it receives from the STO read and understand the restrictions and conditions of this Agreement and the *West Virginia State Treasurer's Office Information Security Policy* and agree to be bound by the same.
- 14. The Third Party acknowledges that disclosure or unauthorized use of any Confidential or Proprietary Information will cause irreparable harm and loss to the STO and may violate various laws of the State of West Virginia and the United States.
- 15. The STO may take whatever steps it considers appropriate to protect its Confidential or Proprietary Information. In the event the Third Party discloses or uses any Confidential or Proprietary Information without authorization from the STO or if the Third Party permits Confidential or Proprietary Information to be disclosed or used, without authorization from the STO, the STO may declare a breach of contract on the part of the Third Party and may immediately terminate any applicable agreement or arrangement, in which case the STO shall not incur any penalty or be considered in breach of or in default of said agreement or arrangement.
- 16. The Third Party agrees to indemnify and hold harmless the STO for any damages claimed by any other party arising as a result of a breach of confidentiality or disclosure of Confidential or Proprietary Information by the Third Party or any of its employees, agents, contractors or other such personnel, and shall be liable to the STO for any damages incurred by the STO, including but not limited to, judgments, sanctions, penalties, attorneys' fees or costs, arising out of such claims.
- 17. Upon the termination of any agreement with the STO, the Third Party agrees, if feasible, to return or destroy all protected Confidential or Proprietary Information it received from, created by or received on behalf of the STO that it maintains in any form, and further agrees that it will not retain any copies of Confidential or Proprietary Information. In the event return or destruction is not feasible, the Third Party shall extend the protections of this Agreement to the Confidential or Proprietary Information and limit further uses and disclosures to the purposes that make return or destruction of the Confidential or Proprietary Information infeasible.

WITNESS the following signatures:

WEST VIRGINIA
STATE TREASURER'S OFFICE

By: 
 Name: Fred Thomas
 Title: Deputy Treasurer Adm.
 Date: 6-15-11

UNITED BANK, INC.

Third Party
 By: 
 Name: LARRY SALYERS
 Title: SENIOR VICE PRESIDENT
 Date: 6/14/2011