

State of West Virginia Delivery Order

Order Date: 12-09-2021

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

| Order Number: | CDO 0216 0216 FIN2200000003 1 | Procurement Folder: 977726 |
|-----------------------|---------------------------------------|---|
| Document Name: | Finance the Purchase of 5 Vehicles | Reason for Modification: |
| Document Description: | Contract #FINANCE21, Appendix 2021-09 | |
| Procurement Type: | Central Delivery Order | |
| Buyer Name: | Mark A Atkins | |
| Telephone: | (304) 558-2307 | |
| Email: | mark.a.atkins@wv.gov | |
| Shipping Method: | Best Way | Master Agreement Number: CMA 0212 FINANCE21 1 |
| Free on Board: | FOB Dest, Freight Prepaid | |

| | VENDOR | 7-18-14 | | | DEPARTMENT CONTACT |
|-----------------------|---------------|-----------|---------------|------------------|-----------------------|
| Vendor Customer Code: | 00000019123 | 2 | | Requestor Name: | Kenneth H Yoakum |
| BANC OF AMERICA PUBL | C CAPITAL COR | 0 | | Requestor Phone: | (304) 558-2106 |
| BANK OF AMERICA CENT | ER | | | Requestor Email: | kenny.h.yoakum@wv.gov |
| RICHMOND | | VA | 232193500 | | |
| US | | | | | |
| Vendor Contact Phone: | 804-788-3345 | Extension | : | | |
| Discount Details: | | | | 00 | |
| Discount Allowed | Discount Per | centage | Discount Days | 12 | |
| #1 No | 0.0000 | | 0 | | ATION |
| #2 No | | | | FILE LOC | AIION |
| #3 No | | | | | |
| #4 No | | | | | |

| INVOICE . | ro | SI | HIP TO |
|------------------------------|---------------|------------------------------|----------|
| ACCOUNTING SECTION | | FINANCE DIVISION | M. |
| DEPARTMENT OF ADMINISTRATION | | DEPARTMENT OF ADMINISTRATION | N |
| 2019 WASHINGTON ST E | | BLDG 17 | |
| PO BOX 50121 | | 2101 WASHINGTON ST E | |
| CHARLESTON | WV 25305-0121 | CHARLESTON | WV 25305 |
| | | | |
| US | | US | |

Total Order Amount: \$154,038.72

Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION

ELECTRONIC SIGNATURE ON FILE

ENTERED

ENCUMBRANCE CERTIFICATION

DATE: Beverly Toler 12-1521

ELECTRONIC SIGNATURE ON FILE

Page: 1

Date Printed: Dec 9, 2021 Order Number: CDO 0216 0216 FIN2200000003 1

FORM ID: WV-PRC-CDO-002 2020/05

Extended Description:

APPENDIX 2021-09

EFFECTIVED DATE: 12/16/2021

TO FINANCE THE PURCHASE OF 5 VEHICLES: AMOUNT FINANCED: \$154,038.72

WITH 48 MONTHLY PAYMENTS OF: \$3,209.14 WITH THE FIRST PAYMENT DUE: 2/1/2022 THE FINAL PAYMENT DUE: 1/1/2026

INTEREST RATE OF: 1.4193% FOR THE FOLLOWING CDO'S: FLT22*02, FLT22*03 AND FLT22*05.

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|------|------------|---------------|
| 1 | 84101703 | 0.00000 | | \$0.0000 | \$154,038.72 |
| Service From | Service To | Manufacturer | | Model No | Delivery Date |
| 2022-01-01 | 2026-01-01 | | | | 2021-12-16 |

Commodity Line Description:

Financing Agreement

Extended Description: APPENDIX 2021-09

Date Printed: Dec 9, 2021

Order Number: CDO 0216 0216 FIN2200000003 1 Page: 2 FORM ID: WV-PRC-CDO-002 2020/05

MASTER LEASE PURCHASE FINANCING AGREEMENT PURCHASE ORDER APPENDIX # 2021-09

THIS APPENDIX ("Appendix"), made this 24th day of November 2021, by and between Banc of America Public Capital Corp, ("Lessor") and the WV DOA Fleet Management, ("Lessee"), to that MASTER LEASE PURCHASE FINANCING AGREEMENT ("Lease") dated February 1, 2021, by and between Lessor and the Purchasing Division of the Department of Administration of the State of West Virginia ("Purchasing").

The parties hereto do mutually covenant and agree, as follows:

- 1. This Appendix is made a part of the Lease and hereby attached thereto and the terms and conditions of the Lease control this Appendix.
- 2. The term of this Appendix shall commence December 16, 2021 and shall terminate in accordance with the Lease.
- 3. The Equipment financed by Lessor is listed in the attached Equipment Schedule.
- 4. Payments shall be made by Lessee in accordance with the attached Payment Schedule and the Lease.
- 5. Funds in the amount of \$149,633.40 will be deposited in an escrow account. If the dollar amount in this paragraph 5 is zero, then no funds have been deposited into escrow for this Appendix.

This is one of two serially numbered, manually executed counterparts of this document. To the extent that this Appendix constitutes chattel paper under the Uniform Commercial Code, a security interest in this Appendix may be created through the transfer and possession of Counterpart No. 1 only, without the need to transfer possession of any other original or counterpart or copy of this Appendix or any original or counterpart or copy of any exhibits, addenda, schedules, certificates, riders, or other documents and instruments executed and delivered in connection with this Appendix.

WITNESS THE FOLLOWING SIGNATURES:

| LESSOR: Banc of America-Rublic Capital Corp | LESSEE: WV DOA Fleet Management |
|---|---------------------------------|
| | |

TITLE AVANDERZED ASENT TITLE: A HECTOR

APPROVED: KESSEE'S LEGAL COUNSEL

Counterpart No. 2 - Les Ce Prop Paulson

General Counsel
WV Department of Administration

AMORTIZATION SCHEDULE

APPENDIX 2021-09

*

| Payment Number | Date of Payment | Funding | Payment Amount | Interest Portion 1,4193% | Principal | Ending Balance |
|-------------------|-----------------------|--------------|--------------------------|--------------------------------|--------------------------|----------------------------|
| | 12/16/2021 | \$149,633.40 | | | | \$149,633.40 |
| 1 | 2/1/2022 | | \$3,209.14 | \$261,83 | \$2,947.31 | \$148,686.09 |
| 2 | 3/1/2022 | | \$3,209.14 | \$171.12 | \$3,038.02 | \$143,648.07 |
| 3 | 4/1/2022 | | \$3,209.14 | \$167.57 | \$3,041.57 | \$140,606.50 |
| 4 | 5/1/2022 | | \$3,209.14 | \$164.02 | \$3,045.12 | \$137,561.38 |
| 5 | 6/1/2022 | | \$3,209.14 | \$160.47 | \$3,048.67 | \$134,512.71 |
| 6 | 7/1/2022 | | \$3,209.14 | \$156.92 | \$3,052.22 | \$131,460.49 |
| 7 | 8/1/2022 | | \$3,209.14 | \$153.35 | \$3,055.79 | \$128,404.70 |
| 8 | 9/1/2022 | | \$3,209.14 | \$149.79 | \$3,059.35 | \$125,345,35 |
| 9 | 10/1/2022 | | \$3,209.14 | \$148.22 | \$3,082.92 | \$122,282.44 |
| 10 | 11/1/2022 | | \$3,209.14 | \$142.65 | \$3,066.49 | \$119,215.94 |
| 11 | 12/1/2022 | | \$3,209.14 | \$139.07 | \$3,070.07 | \$116,145.87 |
| 12 | 1/1/2023 | | \$3,209.14 | \$135.49 | \$3,073.65 | \$113,072.22 |
| 13 | 2/1/2023 | | \$3,209.14 | \$131.90 | \$3,077.24 | \$109,994.99 |
| 14 | 3/1/2023 | | \$3,209.14 | \$128.31 | \$3,080.83 | \$106,814.18 |
| 15 | 4/1/2023 | | \$3,209.14 | \$124.72 | \$3,084.42 | \$103,829.74 |
| 16 | 5/1/2023 | | \$3,209.14 | \$121.12 | \$3,088.02 | \$100,741.72 |
| 17 | 6/1/2023 | | \$3,209.14 | \$117.52 | \$3,091.62 | \$97,650.10 |
| 18 | 7/1/2023 | | \$3,209.14 | \$113.91 | \$3,095.29 | \$94,554.88 |
| 19 | 8/1/2023 | | \$3,209.14 | \$110.30 | \$3,098.64 | \$91,456.04 |
| 20 | 9/1/2023 | | \$3,209.14 | \$108,69 | \$3,102.45 | \$88,353.59 |
| 21 | 10/1/2023 | | \$3,209.14 | \$103.07 | \$3,106.07 | \$85,247.52 |
| 22 | 11/1/2023 | | \$3,209.14 | \$99.45 | \$3,109.69 | \$82,137.82 |
| 23 | 12/1/2023 | | \$3,209.14 | \$95.82 | \$3,113.32 | \$79,024.50 |
| 24 | 1/1/2024 | | \$3,209.14 | \$92,19 | \$3,116.95 | \$75,907.54 |
| 25 | 2/1/2024 | | \$3,209.14 | \$88.55 | \$3,120.59 | \$72,786.95 |
| 26 | 3/1/2024 | | \$3,209.14 | \$84.91 | \$3,124.23 | \$69,662.72 |
| 27 | 4/1/2024 | | \$3,209.14 | \$81.26 | \$3,127.68 | \$66,534.85 |
| 28 | 5/1/2024 | | \$3,209.14 | \$77.62 | \$3,131.52 | \$63,403.32 |
| 29 | 8/1/2024 | | \$3,209.14 | 573.96 | \$3,135.18 | \$60,268.15 |
| 30 | 7/1/2024 | | \$3,209.14 | \$70.31 | \$3,138.63 | \$57,129.31 |
| 31 | 8/1/2024 | | \$3,209.14 | \$66,64 | \$3,142.50 | \$53,986.82 |
| 32 | 9/1/2024 | | \$3,209.14 | 562.98 | \$3,148.18 | \$50,840.65 |
| 33 | 10/1/2024 | | \$3,209.14 | \$59.31 | \$3,149.83 | \$47,690.82 |
| 34 | 11/1/2024 | | \$3,209.14 | \$55,63 | \$3,153.51 | \$44,537.31 |
| 35 | 12/1/2024 | | \$3,209.14 | \$51.95 | \$3,157.19 | \$41,380.13 |
| 36 | 1/1/2025 | | \$3,209.14 | \$48.27 | \$3,160.87 | \$38,219.26 |
| 37 | 2/1/2025 | | \$3,209.14 | \$44.58 | \$3,164.56 | \$35,054.71 |
| 38 | 3/1/2025 | | \$3,209.14 | \$40.89 | \$3,168.25 | \$31,886.46 |
| 39 | 4/1/2025 | | \$3,209.14 | \$37.20 \$33.50 | \$3,171.94 \$3,175.64 | \$28,714.52 \$25,538.87 |
| 40 | 5/1/2025 | | \$3,209.14 | \$29.79 | \$3,179.35 | \$22,359.52 |
| 41 | 6/1/2025 | | \$3,209.14 | | | \$19,176.47 |
| 42 | 7/1/2025 | | \$3,209.14 | \$26.08 \$22.37 | \$3,183.06 \$3,186.77 | \$15,989.70 |
| 43 | 8/1/2025 | | \$3,209.14 | \$18.65 | \$3,190.49 | \$12,799.21 |
| 44 | 9/1/2025 | | \$3,209.14 \$3,209.14 | \$14.93 | \$3,194.21 | \$9,805.00 |
| 45 48 | 10/1/2025 | | \$3,209.14 | \$14.53 | \$3,197.94 | \$8,407.07 |
| 1.7 | , | | \$3,209.14 \$3,209.14 | \$7.47 | \$3,201.67 | \$3,205.40 |
| 47 48 | 12/1/2025 1/1/2026 | | \$3,209.14 | \$3.74 | \$3,205.40 | \$0,00 |
| 40 | 17 (12020 | | 40,400.14 | ψ0.17 | A4101201.110 | 44,44 |
| | Total | | \$154,038.72 | \$4,405.32 | \$149,633.40 | |

DEPARTMENT OF ADMINISTRATION - Fleet Management Central Delivery Order # FIN220000003 Appendix # 2021-09 Effective Date: Pay-Off:

Pay-Off:

| \$149.63 | U n | | | | | | | | | |
|---------------|---------------|-------|------|--------------|-----------------------|-------|------|---------------|------------|-------|
| \$31,101.40 | \$31,101.40 | 6 | GAS | MATHENY FORD | BRONCO SPORT BADLANDS | FORD | 1 | FL12200000005 | CDO | 0216 |
| \$29,633. | \$29,633.00 | 7 | GAS | STEPHENS | EXPLORER | FORD | | FL12200000003 | CDO | 9216 |
| \$88,899 | \$29,633.00 3 | 7 | FLEX | STEPHENS | EXPLORER | FORD | | FL12200000002 | CDO | 97.70 |
| UANTITY TOTAL | UNIT PRICE OF | CLASS | KUEL | YENDOR | MODEL | MANUF | YEAR | KUEK | HASE ORDER | PUKCH |

\$31,101.40 \$149,633.40

EXHIBIT A

TO TAX COMPLIANCE AGREEMENT AND NO ARBITRAGE CERTIFICATE

CERTIFICATE OF LESSOR

Banc of America Public Capital Corp, as Lessor ("Lessor"), under the Master Lease Purchase Financing Agreement dated as of February 1, 2021 (the "Lease") between the Lessor and the Purchasing Division of the Department of Administration of the State of West Virginia ("Purchasing"), on behalf of the agencies of the State specified as lessees on the Appendices attached to the Lease ("Lessees") and under the Appendix and related documents constituting Appendix No. 2021-09 under the Lease (the "Appendix"), which Appendix relates to the financing of \$149,633.40 of Equipment and was executed and delivered by WV DOA Fleet Management, as the Lessee (the "Lessee") to the Lessor on the date hereof, hereby certifies as follows in connection with the Lessee's execution of the Appendix.

- 1. On the date hereof, the Lessor has acquired its interest in the Appendix for the aggregate purchase price of \$149,633.40. No payment was made in respect to accrued interest on the Appendix.
- 2. The Lessor acknowledges that any assignment of the Appendix must comply with the terms of Article 14 of the Lease.
- 3. As of the date hereof the fair market value of the Appendix is not greater than \$149,633.40.

IN WITNESS WHEREOF, this Certificate is executed on behalf of the Lessor as of the 24th day of November 2021.

ATTEST/WITNESS:

LESSOR: Banc of America Public Capital Corp

Rv-

CERTIFICATE OF ESSENTIAL USE

| THE UNDERSIGNED, | | |
|-----------------------------------|----------------------------|-------------------------------|
| | | PPENDIX 2021-09 to the Lease |
| Purchase Financing Agreement (| "Appendix") dated November | 24, 2021 with Banc of America |
| Public Capital Corp, Lessor, here | by certifies as follows: | |

- 1. The Equipment will be used by the Lessee for the specific purpose of providing reliable transportation for State employees to perform their duties in a safe and timely manner.
- 2. The Equipment is essential for the functioning of Lessee and is immediately needed by Lessee. Such need is neither temporary nor expected to diminish during the term of the Lease. The Equipment is expected to be used by Lessee for a period in excess of the term of the Appendix.
 - 3. Funds for lease payments are expected to come from various funding sources.
- 4. The Appendix was issued under and pursuant to West Virginia law to finance the acquisition of the Equipment described therein.
- 5. Pursuant to the Appendix, Lessee is entitled to receive the Equipment in consideration for the obligation under the Appendix. The Equipment will be used in furtherance of the public purposes of Lessee. The Lessee does not intend to sell or to otherwise dispose of the Equipment during the term of the Appendix.
- 6. Lessee expects to make lease payments from its annual appropriation. The remaining funds of the Lessee are not reasonably expected to be used to make such payments and no other monies are pledged to the Appendix.
- 7. Lessee has not received notice that this Certificate may not be relied upon with respect to its own debt issues nor has it been advised that any adverse action by the Commissioner of the Internal Revenue Service is contemplated.
- 8. None of the proceeds of the Appendix or the investment earnings thereon will be used, directly or indirectly, in any trade or business carried on or by any person other than a "governmental unit" within the meaning of Section 141(b)(6) of the Internal Revenue Code of 1986, as amended ("Code").
- 9. Where an Acquisition Fund is created, Lessee hereby appoints the Escrow Agent as its agent for the purpose of maintaining a book entry system as required by the Code. In compliance with Section 149(a) of the Code, Lessee agrees to affix a copy of each notification of assignment to Lessee's counterpart of the Appendix.
- 10. No more than 10% of the use of the Equipment in any month will be by persons or entities other than the Lessee or its employees on matters relating to such employment, and no more than 5% of use of the Equipment in any month will be unrelated to use by or for the Lessee.

No management contract shall be entered into with respect to the Equipment unless (a) at least half of the compensation is on a periodic, fixed-fee basis; (b) no compensation is based on a share of net profits; and (c) Lessee is able to terminate the contract without penalty at the end of any three years.

11. The undersigned has the power and authority to execute this Certificate on behalf of Lessee.

To the best of my knowledge, information, and belief, the expectations expressed herein are reasonable and there are no facts, estimates, or circumstances other than those expressed herein that would materially affect the expectations herein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of November 2021.

LESSEE: WV DOA Fleet Management

- Thuth yahr

TAX COMPLIANCE AGREEMENT AND NO ARBITRAGE CERTIFICATE

THIS TAX COMPLIANCE AGREEMENT AND NO ARBITRAGE CERTIFICATE ("Certificate") is issued in connection with the Master Lease Purchase Financing Agreement dated February 1, 2021 (the "Lease") by and between Banc of America Public Capital Corp, ("Lessor") and the Purchasing Division of the Department of Administration of the State of West Virginia ("Purchasing"), on behalf of duly organized and existing agencies thereof that enter into Appendices pursuant thereto ("Lessees").

In connection with the execution and delivery of Appendix No. 2021-09 and related documents (consisting of a Payment Schedule, Equipment Schedule to Appendix No. 2021-09, Certificate of Essential Use, and Opinion of Lessee's Counsel), all dated as of November 24, 2021, and constituting Appendix No. 2021-09 under the Lease (collectively, the "Appendix"), Lessee ("Lessee") that will be using the items of Equipment subject to the Appendix, by duly authorized officers, hereby certify as follows with respect to the financing of \$149,633.40 (the "Takedown Amount") of Equipment pursuant to the Appendix and the Lease:

1. In General.

- 1.1 This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee on the date hereof as to future events regarding the financing of certain equipment by Lessee as described in the Lease and all related documents executed pursuant thereto, including the Appendix.
- 1.2 The undersigned are duly authorized to and are executing and delivering this Certificate with respect to the Lessee on behalf of Lessee as an officer of Lessee, each delegated with the responsibility of reviewing, executing, and administering the Lease and the Appendix. This Certificate may be relied upon as the certificate of the Lessee.
- 1.3 The undersigned are familiar with the facts, circumstances and estimates herein certified. To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.
- 1.4 Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose certifications as to arbitrage and related matters may not be relied upon, or of any disqualification of Lessee by the Internal Revenue Service because a certification made by the Lessee contains a material misrepresentation.

2. Purpose of the Appendix.

The Appendix has been entered into by the Lessee for the purpose of financing the cost of acquiring, equipping and installing certain equipment which is essential to the governmental functions of the Lessee (the "Equipment"), which Equipment is or will be more specifically described in the Acceptance Certificates and Requests for Payment executed or to be executed by

the Lessee and made a part of the Appendix. The Appendix was executed and delivered by the Lessee pursuant to the Lease for the purpose of obtaining funds to be paid to the vendors of the Equipment. Included as part of the Appendix is a Payment Schedule which sets forth the principal and interest components of each Lease Payment to be made by the Lessee under the financing transaction evidenced by the Appendix and the Lease. The aggregate principal amount of the financing shown on the Payment Schedule, being the Takedown Amount, is expected to be used to pay the acquisition cost of the Equipment to vendors of the Equipment within six months of the date hereof, with the acquisition cost of each item of Equipment to be paid to the vendor thereof upon execution and delivery by the Lessee to the Lessor of an Acceptance Certificate and Request for Payment with respect thereto.

Proceeds of Appendix.

- Of the total Takedown Amount of \$149,633.40, \$0 is to be paid to Lessee or the vendors of the Equipment by the Lessor on the date hereof pursuant to Acceptance Certificate(s) and Request(s) for Payment executed by Lessee and attached to the Appendix. The remaining balance of the Takedown Amount, or \$149,633.40, plus interest earnings thereon (the "Acquisition Fund") is expected to be used to pay the remaining acquisition costs of the Equipment on or before the six-month anniversary of the date hereof as a result of the Lessee submitting Acceptance Certificate(s) and Request(s) for Payment with respect thereto by such date. Pending use of the Acquisition Fund to pay Equipment acquisition costs, such amount will be held by the Escrow Agent in escrow, with interest earnings thereon being credited to the account of the Lessee. In the event that the full Acquisition Fund, plus interest earnings thereon, has not been used to pay acquisition costs of Equipment on or before the six-month anniversary of the date hereof, the Lessee hereby agrees that such failure shall constitute notice that no additional funds are needed from the Acquisition Fund created with the proceeds of the Appendix and directs the Lessor to apply such remaining amount, less expenses, on such date first against the lease payment due on that date or, if no lease payment, with any amount remaining after such application to be applied to prepayment of Lessee's lease payment obligation under the Appendix.
- 3.2 To the extent that the Acquisition Fund is invested in certificates of deposit, time deposits, or demand deposits with a bank or savings institution provided that such is insured by the Federal Deposit Insurance Corporation, the Lessee will insure that the certificates of deposit are traded on an active secondary market or the financial institution accepting such deposits has certified that the deposits produce a market yield equal to or in excess of the yield on Treasury securities or comparable obligations traded on an active secondary market.
- 3.3 Payments due under the Payment Schedule included as part of the Appendix will be made from funds of Lessee with monies appropriated to it. Lessee does not expect that any sinking or other similar fund for the payment of the principal of and interest on the amount financed pursuant to the Appendix will be created or established.
- 3.4 The Lessee does not expect to sell or otherwise dispose of the Equipment being financed pursuant to the Appendix, in whole or in part, at a date which is significantly earlier than

the due date of the final lease payment due under the Payment Schedule included as part of the Appendix.

3.5 The Takedown Amount represents and equals the purchase price of Appendix. By a Certificate attached hereto as Exhibit A, the Lessor has set out information regarding the fair market value at which the Lessor could transfer its interest in the lease of Equipment pursuant to the Appendix.

Exempt Use.

- 4.1 None of the proceeds of the financing pursuant to the Appendix, or the Equipment, will be used in any "private business use" within the meaning of Section 141(b)(6) of the Internal Revenue Code of 1986, as amended (the "Code").
- 4.2 None of the proceeds of the financing pursuant to the Appendix will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

5. No Federal Guarantee.

- 5.1 Payment of the principal or interest due under the Payment Schedule included as part of the financing pursuant to the Appendix is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.
- 5.2 No portion of the proceeds of the financing pursuant to the Appendix shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing pursuant to the Appendix to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

6. Miscellaneous.

- 6.1 The Lessee agrees to comply with the rebate requirement set forth in Section 148(f) of the Code in the event that for any reason the entire proceeds of the Appendix are not expended, and the Acquisition Fund fully depleted, within six months from the date hereof such that Section 148(f)(4)(B) is applicable to the financing pursuant to the Appendix.
- 6.2 The Lessee shall keep a complete and accurate record of all owners or assignees of the Lease and the financing of Equipment pursuant to the Appendix in form and substance satisfactory to comply with Section 149(a) of the Code.
- 6.3 The Lessor or the Escrow Agent, as applicable shall maintain complete and accurate records establishing the expenditure of the proceeds of the financing pursuant to the Appendix and interest earning thereon.

IN WITNESS WHEREOF, We have executed this Tax Compliance Agreement and No Arbitrage Certificate on behalf of the Lessee named below, as of the 24th day of November 2021.

ATTEST:

Lessee: WV DOA Fleet Management

By: Thurt youh



STATE OF WEST VIRGINIA DEPARTMENT OF ADMINISTRATION

MARK D. SCOTT CABINET SECRETARY

December 2, 2021

Banc of America Public Capital Corp Bank of America Center 1111 East Main Street, 18th Floor Richmond, VA 23219-3500

Re: Appendix No. 2017-15 to Master Lease Purchase Financing Agreement with Purchasing Division of the Department of Administration. State of West Virginia

Gentlemen:

As counsel for WV DOA Fleet Management, Lessee, I have examined a duly executed original of the Master Lease Purchase Financing Agreement ("Lease") and the duly executed original of the Appendix to the Lease Purchase Financing Agreement ("Appendix") dated November 24, 2021, between Lessee and Banc of America Public Capital Corp, Lessor. Based upon the examination and upon such other examination as I have deemed appropriate, I am of the opinion that:

- 1. Lessee is a public body corporate and politic, legally existing under the laws of the State of West Virginia.
- 2. The appendix has been duly authorized, executed and delivered by Lessee and is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms.
- 3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way affecting the validity of the Appendix.
- 4. The signature of the official of Lessee, as it appears on the Appendix, is true and genuine. I know said official and know him/her to hold the position set forth below his/her name.
- 5. The Equipment leased pursuant to the Appendix constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
- 6. West Virginia is a state within the meaning of Section 103 of the Internal Revenue code of 1986, as amended, and the related regulations and rulings.

General Counsel

1960 KANAWHA BOULEVARD, EAST · BUILDING I, ROOM E-119 · CHARLESTON, WEST VIRGINIA 25305-0120 · (304) 558-4331 · FAX: (304) 558-2999



State of West Virginia Delivery Order

Order Date: 11-09-2021

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

| Order Number: | CDO 0216 0216 FLT2200000005 1 | Procurement Folder: 965051 |
|-----------------------|---|---|
| Document Name: | 1-2022 FORD BRONCO SPORT BADLANDS, CLASS 6, GAS | Reason for Modification: |
| Document Description: | 1-2022 FORD BRONCO SPORT BADLANDS, CLASS 6, GAS | |
| Procurement Type: | Central Delivery Order | _ |
| Buyer Name: | Mark A Atkins | |
| Telephone: | (304) 558-2307 | |
| Email: | mark.a.atkins@wv.gov | |
| Shipping Method: | Best Way | Master Agreement Number: CMA 0212 MV22D 1 |
| Free on Board: | FOB Dest, Freight Prepaid | |

| | VENDOR | | | DEPARTMENT CONTACT |
|--|----------------------|---------------|---|---|
| Vendor Customer Code: MATHENY MOTOR TRUC PO BOX 1304 | | | Requestor Name: Requestor Phone: Requestor Email: | Kenneth H Yoakum (304) 558-2106 kenny.h.yoakum@wv.gov |
| PARKERSBURG | WV | 26102 1304 | | |
| US Vendor Contact Phone: Discount Details: | 304-684-9625 Extensi | on: 1640 | | |
| Discount Allowed | Discount Percentage | Discount Days | | |
| #1 No | 0.0000 | 0 | | |
| #2 No | | | | |
| #3 No | | | | |
| #4 No | | | | |

| INV | OICE TO | | SHIP TO |
|------------------------------|----------|--------------------------|----------|
| DEPARTMENT OF ADMINISTRATION | N | STATE OF WEST VIRGINIA | |
| FLEET MANAGEMENT OFFICE | | IN CARE OF SURPLUS PROPI | ERTY |
| 2101 WASHINGTON ST E | | 2700 CHARLES AVENUE | |
| CHARLESTON | WV 25305 | DUNBAR | WV 25064 |
| us | | us | |

11-12-21 BAT

Total Order Amount:

MA 11/0/201

PURCHASING DIVISION AUTHORIZATION

ELECTRONIC SIGNATURE ON FILE 10 34

ENCUMBRANCE CERTIFICATION

DATE:

ELECTRONIC SIGNATURE ON FILE

Date Printed: Nov 9, 2021

Order Number: CDO 0216 0216 FLT2200000005 1

Page: 1

FORM ID: WV-PRC-CDO-002 2020/05

\$31,101.40

Extended Description:

1-2022 FORD BRONCO SPORT BADLANDS, CLASS 6, GAS

SWC# MV22D CLASS 6 1 FORD BRONCO SPORT BADLANDS COLOR: 1 MV01 SILVER(JS) FUEL; GAS

To be financed under contract SWC # FINANCE21. Release Order - FIN2200000003 Appendix 2021-09.

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|------|---------------|---------------|
| 1 | 25100000 | 1.00000 | EA | \$31,101.4000 | \$31,101.40 |
| Service From | Service To | Manufacturer | | Model No | Delivery Date |

Commodity Line Description:

MV22 - 2022 or LATEST MODEL VEHICLE

Extended Description:
MV22 - 2022 or LATEST MODEL VEHICLE:
See attached pricing page(s) for contract pricing.

SWC# MV22D CLASS 6 1 FORD BRONCO SPORT BADLANDS COLOR: SILVER(JS) FUEL: GAS

To be financed under contract SWC # FINANCE21. Release Order - FIN2200000003 Appendix 2021-09.

Date Printed: Nov 9, 2021 Order Number: CDO 0216 0216 FLT2200000005 1 Page: 2 FORM ID: WV-PRC-CDO-002 2020/05



State of West Virginia **Delivery Order**

Order Date: 11-09-2021

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

| Order Number: | CDO 0216 0216 FLT2200000003 1 | Procurement Folder: 965050 |
|-----------------------|------------------------------------|---|
| Document Name: | 1-2022 FORD EXPLORER, CLASS 7, GAS | Reason for Modification: |
| Document Description: | 1-2022 FORD EXPLORER, CLASS 7, GAS | |
| Procurement Type: | Central Delivery Order | |
| Buyer Name: | Mark A Atkins | |
| Telephone: | (304) 558-2307 | |
| Email: | mark.a.atkins@wv.gov | |
| Shipping Method: | Best Way | Master Agreement Number: CMA 0212 MV22A 1 |
| Free on Board: | FOB Dest, Freight Prepaid | |

| | VENDOR | | | DEPARTMENT CONTACT |
|---|-----------------|--------------------|---|---|
| Vendor Customer Code: STEPHENS AUTO CENT PO BOX 278 | | | Requestor Name: Requestor Phone: Requestor Email: | Kenneth H Yoakum (304) 558-2106 kenny.h.yoakum@wv.gov |
| DANVILLE | \ | WV 25053278 | | |
| US Vendor Contact Phone: Discount Details: | 999-999-9999 I | Extension: | | |
| Discount Allowed | Discount Percen | tage Discount Days | | |
| #1 No | 0.0000 | 0 | | |
| #2 No | | | | |
| #3 No | | | | |
| #4 No | | | | |

| | INVOICE TO | | SHIP TO | | |
|---------------------------|------------|-------------------------|----------|--|--|
| DEPARTMENT OF ADMINISTRAT | TON | STATE OF WEST VIRGINIA | | | |
| FLEET MANAGEMENT OFFICE | | IN CARE OF SURPLUS PROP | ERTY | | |
| 2101 WASHINGTON ST E | | 2700 CHARLES AVENUE | | | |
| CHARLESTON | WV 25305 | DUNBAR | WV 25064 | | |
| US | | us | | | |

11-12-21

\$29,633.00 **Total Order Amount:**

PURCHASING DIVISION AUTHORIZATION

ELECTRONIC SIGNATURE SHILE 10 10 10

ENCUMBRANCE CERTIFICATION

DATE:

ELECTRONIC SIGNATURE ON FILE

Date Printed: Nov 9, 2021

Order Number: CDO 0216 0216 FLT2200000003 1

Page: 1

FORM ID: WV-PRC-CDO-002 2020/05



State of West Virginia Delivery Order

Order Date: 11-09-2021

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

| Order Number: | CDO 0216 0216 FLT2200000002 1 | Procurement Folder: 965047 |
|-----------------------|-------------------------------------|---|
| Document Name: | 3-2022 FORD EXPLORER, CLASS 7, FLEX | Reason for Modification: |
| Document Description: | 3-2022 FORD EXPLORER, CLASS 7, FLEX | |
| Procurement Type: | Central Delivery Order | |
| Buyer Name: | Mark A Atkins | |
| Telephone: | (304) 558-2307 | |
| Email: | mark.a.atkins@wv.gov | |
| Shipping Method: | Best Way | Master Agreement Number: CMA 0212 MV22A 1 |
| Free on Board: | FOB Dest, Freight Prepaid | |

| | VENDOR | | | | DEPARTMENT CONTACT |
|---|-------------------|------------|---------------|---|---|
| Vendor Customer Code: STEPHENS AUTO CENTER PO BOX 278 | 000000199714 R | | | Requestor Name: Requestor Phone: Requestor Email: | Kenneth H Yoakum (304) 558-2106 kenny.h.yoakum@wv.gov |
| DANVILLE | | WV | 25053278 | | |
| US Vendor Contact Phone: Discount Details: | 999-999-9999 | Extension: | | | |
| Discount Allowed | Discount Perce | entage | Discount Days | | |
| #1 No | 0.0000 | | 0 | | |
| #2 No | | | | | |
| #3 No | | | | | |
| #4 No | | | | | |

| INVOICE TO | | | SHIP TO | | |
|------------------------------|----------|-------------------------|----------|--|--|
| DEPARTMENT OF ADMINISTRATION | ON | STATE OF WEST VIRGINIA | | | |
| FLEET MANAGEMENT OFFICE | | IN CARE OF SURPLUS PROP | ERTY | | |
| 2101 WASHINGTON ST E | | 2700 CHARLES AVENUE | | | |
| CHARLESTON | WV 25305 | DUNBAR | WV 25064 | | |
| us | | US | | | |

11-12-21 BA-

Total Order Amount: \$88,899.00

PURCHASING DIVISION AUTHORIZATION

ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE:

ELECTRONIC SIGNATURE ON FILE

Date Printed: Nov 9, 2021 Order Number: CDO 0216 0216 FLT2200000002 1

Page: 1 FORM ID: WV-PRC-CDO-002 2020/05

Extended Description:

3-2022 FORD EXPLORER, CLASS 7, FLEX

SWC# MV22A CLASS 7 3 FORD EXPLORER COLOR: 3 DL01 CARBONIZED GRAY(M7) **FUEL: FLEX**

To be financed under contract SWC # FINANCE21. Release Order - FIN2200000003 Appendix 2021-09.

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|-----------------------|--------------|------|---------------|---------------|
| 1 | 25100000 | 3.00000 | EA | \$29,633.0000 | \$88,899.00 |
| Service From | Service To | Manufacturer | | Model No | Delivery Date |

Commodity Line Description:

MV22 - 2022 or LATEST MODEL VEHICLE

Extended Description:
MV22 - 2022 or LATEST MODEL VEHICLE: See attached pricing page(s) for contract pricing.

SWC# MV22A CLASS 7 3 FORD EXPLORER COLOR: CARBONIZED GRAY(M7) **FUEL: FLEX**

Date Printed: Nov 9, 2021

To be financed under contract SWC # FINANCE21. Release Order - FIN2200000003 Appendix 2021-09.

> Order Number: CDO 0216 0216 FLT2200000002 1 Page: 2 FORM ID: WV-PRC-CDO-002 2020/05