



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
Delivery Order

Order Date: 11-19-2021

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 0803 0070 DOT2200000024 1	Procurement Folder:	968435
Document Name:	Finance the Purchase of Soilmec Drill Rigs	Reason for Modification:	
Document Description:	Contract #SWC FINANCE 21-Appendix 2101-08		
Procurement Type:	Central Delivery Order		
Buyer Name:	John W Estep		
Telephone:	304-558-2566		
Email:	john.w.estep@wv.gov		
Shipping Method:	Best Way	Master Agreement Number: CMA 0212 FINANCE21 1	
Free on Board:	FOB Dest, Freight Prepaid		

VENDOR		DEPARTMENT CONTACT		
Vendor Customer Code:	000000191232	Requestor Name:	Denise L Brown	
BANC OF AMERICA PUBLIC CAPITAL CORP BANK OF AMERICA CENTER		Requestor Phone:	(304) 473-5328	
RICHMOND VA 232193500		Requestor Email:	dee.l.brown@wv.gov	
US		<div style="font-size: 48pt; font-weight: bold;">22</div> <div style="font-weight: bold;">FILE LOCATION _____</div>		
Vendor Contact Phone:	804-788-3345			Extension:
Discount Details:				
#1	No	0.0000	0	
#2	No			
#3	No			
#4	No			

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV 26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Total Order Amount:	\$1,647,090.00
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Purchasing Division's File Copy

ENTERED

MA 11/19/2021

PURCHASING DIVISION AUTHORIZATION DATE: Linda Harpe 11/19/2021 ELECTRONIC SIGNATURE ON FILE
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ENCUMBRANCE CERTIFICATION DATE: [Signature] 11/22/2021 ELECTRONIC SIGNATURE ON FILE
--

Extended Description:

APPENDIX #2021-08
EFFECTIVE DATE: 12/3/2021
TO FINANCE THE PURCHASE OF SOILMEC SR 35 TRACK DRILL RIG EQUIPMENT. AMOUNT TO BE FINANCED \$1,581,188.00
WITH 60 MONTHLY PAYMENTS OF \$27,451.50
WITH THE FIRST PAYMENT DUE: 1/1/2021
THE FINAL PAYMENT DUE: 12/1/2026
INTEREST RATE IS: 1.6445%%
FOR THE FOLLOWING: CDO 0803 0070 DOT2200000017

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	84101703	0.00000		\$0.0000	\$1,647,090.00
Service From	Service To	Manufacturer	Model No	Delivery Date	
2022-01-01	2026-12-01			2021-12-01	

Commodity Line Description: Financing Agreement

Extended Description:

APPENDIX #2021-08

**MASTER LEASE PURCHASE FINANCING AGREEMENT
PURCHASE ORDER
APPENDIX # 2021-08**

THIS APPENDIX ("Appendix"), made this 16th day of November 2021, by and between Banc of America Public Capital Corp, ("Lessor") and the WV Division of Highways, ("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 3, 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 \$1,581,188.00 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 Public Capital Corp

LESSEE: WV Division of Highways

BY: 

BY: 

TITLE: Authorized Agent

TITLE: Cabinet Secretary

APPROVED: 

LESSEE'S LEGAL COUNSEL

Counterpart No. 2 - Lessee's Copy

Equipment Schedule to APPENDIX No. 2021-08
See attached Purchase Order
Division of Transportation (Highways)

<u>PO#</u>	<u>Vendor</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
CPO, 0803, DOT2200000017	American Equipment & Fabricating Corp	Hydraulic Rotary Rig	2	790,594.00	1,581,188.00
		Total of Purchase Order (See attached PO for detail)		<u>790,594.00</u>	<u>1,581,188.00</u>

AMORTIZATION SCHEDULE

APPENDIX 2021-08

Payment Number	Date of Payment	Funding	Payment Amount	Interest Portion 1.6445%	Principal	Ending Balance
	12/3/2021	\$1,581,188.00				\$1,581,188.00
1	1/1/2022		\$27,451.50	\$1,994.72	\$25,456.78	\$1,555,731.22
2	2/1/2022		\$27,451.50	\$2,102.79	\$25,348.71	\$1,530,382.51
3	3/1/2022		\$27,451.50	\$2,068.53	\$25,382.97	\$1,504,999.53
4	4/1/2022		\$27,451.50	\$2,034.22	\$25,417.28	\$1,479,582.25
5	5/1/2022		\$27,451.50	\$1,999.86	\$25,451.64	\$1,454,130.62
6	6/1/2022		\$27,451.50	\$1,965.46	\$25,486.04	\$1,428,644.58
7	7/1/2022		\$27,451.50	\$1,931.01	\$25,520.49	\$1,403,124.09
8	8/1/2022		\$27,451.50	\$1,896.52	\$25,554.98	\$1,377,569.11
9	9/1/2022		\$27,451.50	\$1,861.98	\$25,589.52	\$1,351,979.59
10	10/1/2022		\$27,451.50	\$1,827.39	\$25,624.11	\$1,326,355.48
11	11/1/2022		\$27,451.50	\$1,792.76	\$25,658.74	\$1,300,696.74
12	12/1/2022		\$27,451.50	\$1,758.07	\$25,693.43	\$1,275,003.31
13	1/1/2023		\$27,451.50	\$1,723.35	\$25,728.15	\$1,249,275.16
14	2/1/2023		\$27,451.50	\$1,688.57	\$25,762.93	\$1,223,512.23
15	3/1/2023		\$27,451.50	\$1,653.75	\$25,797.75	\$1,197,714.48
16	4/1/2023		\$27,451.50	\$1,618.88	\$25,832.62	\$1,171,881.86
17	5/1/2023		\$27,451.50	\$1,583.96	\$25,867.54	\$1,146,014.32
18	6/1/2023		\$27,451.50	\$1,549.00	\$25,902.50	\$1,120,111.82
19	7/1/2023		\$27,451.50	\$1,513.99	\$25,937.51	\$1,094,174.31
20	8/1/2023		\$27,451.50	\$1,478.93	\$25,972.57	\$1,068,201.74
21	9/1/2023		\$27,451.50	\$1,443.82	\$26,007.68	\$1,042,194.06
22	10/1/2023		\$27,451.50	\$1,408.67	\$26,042.83	\$1,016,151.23
23	11/1/2023		\$27,451.50	\$1,373.47	\$26,078.03	\$990,073.21
24	12/1/2023		\$27,451.50	\$1,338.22	\$26,113.28	\$963,959.93
25	1/1/2024		\$27,451.50	\$1,302.93	\$26,148.57	\$937,811.36
26	2/1/2024		\$27,451.50	\$1,267.58	\$26,183.92	\$911,627.44
27	3/1/2024		\$27,451.50	\$1,232.19	\$26,219.31	\$885,408.13
28	4/1/2024		\$27,451.50	\$1,196.75	\$26,254.75	\$859,153.39
29	5/1/2024		\$27,451.50	\$1,161.27	\$26,290.23	\$832,863.15
30	6/1/2024		\$27,451.50	\$1,125.73	\$26,325.77	\$806,537.38
31	7/1/2024		\$27,451.50	\$1,090.15	\$26,361.35	\$780,176.03
32	8/1/2024		\$27,451.50	\$1,054.52	\$26,396.98	\$753,779.05
33	9/1/2024		\$27,451.50	\$1,018.84	\$26,432.66	\$727,346.39
34	10/1/2024		\$27,451.50	\$983.11	\$26,468.39	\$700,878.00
35	11/1/2024		\$27,451.50	\$947.34	\$26,504.16	\$674,373.84
36	12/1/2024		\$27,451.50	\$911.51	\$26,539.99	\$647,833.85
37	1/1/2025		\$27,451.50	\$875.64	\$26,575.86	\$621,257.98
38	2/1/2025		\$27,451.50	\$839.72	\$26,611.78	\$594,646.20
39	3/1/2025		\$27,451.50	\$803.75	\$26,647.75	\$567,998.45
40	4/1/2025		\$27,451.50	\$767.73	\$26,683.77	\$541,314.68
41	5/1/2025		\$27,451.50	\$731.66	\$26,719.84	\$514,594.84
42	6/1/2025		\$27,451.50	\$695.55	\$26,755.95	\$487,838.89
43	7/1/2025		\$27,451.50	\$659.38	\$26,792.12	\$461,046.77
44	8/1/2025		\$27,451.50	\$623.17	\$26,828.33	\$434,218.44
45	9/1/2025		\$27,451.50	\$586.91	\$26,864.59	\$407,353.85

46	10/1/2025	\$27,451.50	\$550.60	\$26,900.90	\$380,452.95
47	11/1/2025	\$27,451.50	\$514.24	\$26,937.26	\$353,515.68
48	12/1/2025	\$27,451.50	\$477.83	\$26,973.67	\$326,542.01
49	1/1/2026	\$27,451.50	\$441.37	\$27,010.13	\$299,531.87
50	2/1/2026	\$27,451.50	\$404.86	\$27,046.64	\$272,485.23
51	3/1/2026	\$27,451.50	\$368.30	\$27,083.20	\$245,402.04
52	4/1/2026	\$27,451.50	\$331.70	\$27,119.80	\$218,282.23
53	5/1/2026	\$27,451.50	\$295.04	\$27,156.46	\$191,125.77
54	6/1/2026	\$27,451.50	\$258.33	\$27,193.17	\$163,932.60
55	7/1/2026	\$27,451.50	\$221.58	\$27,229.92	\$136,702.68
56	8/1/2026	\$27,451.50	\$184.77	\$27,266.73	\$109,435.96
57	9/1/2026	\$27,451.50	\$147.92	\$27,303.58	\$82,132.37
58	10/1/2026	\$27,451.50	\$111.01	\$27,340.49	\$54,791.89
59	11/1/2026	\$27,451.50	\$74.06	\$27,377.44	\$27,414.45
60	12/1/2026	\$27,451.50	\$37.05	\$27,414.45	\$0.00
	Total	\$1,647,090.00	\$65,902.00	\$1,581,188.00	

CERTIFICATE OF ESSENTIAL USE

THE UNDERSIGNED, Jimmy Wriston, P.E. of the State of West Virginia, on behalf of the named Lessee in that certain APPENDIX 2021-08 to the Lease Purchase Financing Agreement ("Appendix") dated November 16, 2021 with Banc of America Public Capital Corp, Lessor, hereby certifies as follows:

1. The Equipment will be used by the Lessee for the specific purpose of drilling holes for the construction of retaining walls.
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 18th day of November 2021.



LESSEE : WV Division of Highways

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. 2021-08 under the Lease (the “Appendix”), which Appendix relates to the financing of \$1,581,188.00 of Equipment and was executed and delivered by WV Division of Highways, 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 \$1,581,188. 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 \$1,581,188.

IN WITNESS WHEREOF, this Certificate is executed on behalf of the Lessor as of the 16th day of November 2021.

ATTEST/WITNESS:

LESSOR: Banc of America Public Capital Corp



By: 

**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. 2021-08 and related documents (consisting of a Payment Schedule, Equipment Schedule to Appendix No. 2021-08, Certificate of Essential Use, and Opinion of Lessee’s Counsel), all dated as of November 16, 2021, and constituting Appendix No. 2021-08 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 \$1,581,188.00 (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.

3. Proceeds of Appendix.

3.1 Of the total Takedown Amount of \$1,581,188.00, \$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 \$1,581,188.00, 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.

4. 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 18th day of November 2021.

ATTEST:

Lessee: WV Division of Highways



By: 



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
Division of Highways

1900 Kanawha Boulevard East • Building Five • Room 110
Charleston, West Virginia 25305-0430 • (304) 558-3505

D. Alan Reed, P.E.
State Highway Engineer

Jimmy Wriston, P. E.
Deputy Secretary/
Deputy Commissioner

November 17, 2021

OPINION OF LESSEE'S COUNSEL (FOR EACH APPENDIX)

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

RE: Appendix No. 2021-08 to Master Lease Purchase
Financing Agreement with Purchasing Division of the
Department of Administration, State of West Virginia

Gentlemen:

As counsel for WV Division of Highways, 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 16, 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.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Nathaniel Sweeney".

General Counsel

STATE OF WEST VIRGINIA
MASTER LEASE PROGRAM
REQUEST FORM

Date: 10-20-2021

Appendix Number 2021-08

State Unit Requiring Equipment: WV Division of Highways

Finance Package Contact (Name & Title) Carla Rotsch, Transportation Business Manager

Mailing Address: 1900 Kanawha Blvd., E., Building 5 Room A152 Charleston, WV 25305

Overnight Address: SAME

Phone Number: 304-558-2811 Fax Number: _____

Email Address: Carla.P.Rotsch@wv.gov

Billing Contact (Name & Title) same as above

Billing Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Description of Equipment Usage:

Nature of State Unit's Operation: construction & maintenance of WV's state roads

Equipment Description: Soilmec SR-35 EVO Hydraulic Rotary Rig

How is this equipment essential to operation? Equipment drills holes for retaining walls along roads

Is this replacement or additional equipment? Additional

If replacement, how old is current equipment and how often is equipment normally replaced? _____

What is the expected useful life of this equipment? 15+ years

Equipment Cost: \$790,594.00 Term Requested: 5 years
Down Payment: 50 Anticipated Delivery Date: Approximately 60 days after PO is issued
Amount Financed: \$1,581,188.00

Are escrow funds to be invested? (please circle) YES NO

Is the agency a subunit of the State's General Revenue Fund? _____
If yes, we do not need financial statements. If no, please submit financial statements and current fiscal year operating budget.
** Attach a copy of the purchasing requisition

Approval by the Governor's Office and DOA are mandatory. Approval must be included in the signature block below.

Amy Puicant Uhleng
Governor's Office Approval (Mandatory)

11/9/2021
Date

[Signature]
Department of Administration

11/9/2021
Date

We have reviewed the above request and certify that the request complies with the standards for the State Master Lease Program and certify that as of the request, it is our reasonable belief that funds will be available to make lease payments throughout the lease term.

Carla Rotsch
Dept of Transportation Division

10/20/21
Date

[Signature]
Bank of America Public Capital Corp

11/16/21
Date



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia Delivery Order

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

Order Date: 11-01-2021

Order Number:	CDO 0803 0070 DOT2200000017 1	Procurement Folder:	960640
Document Name:	SOILMEC SR 35 EVO HYRAULIC DRILL7022E008	Reason for Modification:	
Document Description:	SOILMEC SR 35 EVO HYRAULIC DRILL7022E008		
Procurement Type:	Central Delivery Order		
Buyer Name:	John W Estep		
Telephone:	304-558-2566		
Email:	john.w.estep@wv.gov		
Shipping Method:	Best Way	Master Agreement Number:	CMA 0803 DOT2200000037 1
Free on Board:	FOB Dest, Freight Prepaid		

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	VC0000095056	Requestor Name:	JD Haller
AMERICAN EQUIPMENT AND FABRICATING CORP 100 WATER ST		Requestor Phone:	304-473-5346
EAST PROVIDENCE RI 02914		Requestor Email:	jd.s.haller@wv.gov
US			
Vendor Contact Phone:	401-438-2626	Extension:	
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS	DIVISION OF HIGHWAYS
EQUIPMENT DIVISION RT 33	EQUIPMENT DIVISION
83 BRUSHY ROAD CROSSING, PO BOX 610	83 BRUSHY FORK RD CROSSING
BUCKHANNON WV 26201	BUCKHANNON WV 26201
US	US

11-3-21
 BAE

Total Order Amount: \$1,581,188.00

JE 11/2/21

PURCHASING DIVISION AUTHORIZATION
 DATE: *11/2/21*
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
 DATE:
 ELECTRONIC SIGNATURE ON FILE

Extended Description:

To be financed under contract SWC # CMA 0212 FINANCE 21
Appendix 2021-08

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	20111611	2.00000	EA	\$790,594.0000	\$1,581,188.00
Service From	Service To	Manufacturer	Model No	Delivery Date	
				2021-11-30	

Commodity Line Description: Soilmec SR-35 EVO Hydraulic Rotary Rig or Equal

Extended Description: