



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: 04-09-2025

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 FIN2500000003 1	Change Order No:	Procurement Folder:	1670523
Document Name:	Finance the Purchase of 29 Vehicles.		Reason for Modification:	
Document Description:	Contract# FINANCE24, Appendix 2024-03			
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 FINANCE24 1	
Free on Board:	FOB Dest, Freight Prepaid			

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000191232 BANC OF AMERICA PUBLIC CAPITAL CORP 1111 E MAIN ST 18TH FLOOR RICHMOND VA 232193500 US Vendor Contact Phone: 804-788-3345 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Kenneth H Yoakum Requestor Phone: (304) 558-2106 Requestor Email: kenny.h.yoakum@wv.gov 2025 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
ACCOUNTING SECTION DEPARTMENT OF ADMINISTRATION 2019 WASHINGTON ST E PO BOX 50121 CHARLESTON WV 25305-0121 US	FINANCE DIVISION DEPARTMENT OF ADMINISTRATION BLDG 17 2101 WASHINGTON ST E CHARLESTON WV 25305 US

Total Order Amount: \$1,264,375.20

Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION
DATE: *Mark Cox* 4/10/2025
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: *Cody Lee* 4-10-25
ELECTRONIC SIGNATURE ON FILE

Extended Description:

APPENDIX 2024-03
EFFECTIVE DATE: 04/15/2025
TO FINANCE THE PURCHASE OF 29 VEHICLES: AMOUNT TO BE FINANCED: \$1,177,052.
WITH 48 MONTHLY PAYMENTS OF: \$26,341.15.
WITH THE FIRST PAYMENT DUE: 05/01/2025
FINAL PAYMENT DUE: 04/01/2029
INTEREST RATE OF: 3.6222%
FOR THE FOLLOWING CDO'S: FLT25*7, FLT25*8, FLT25*9, FLT25*10, FLT25*11, FLT25*12 AND FLT25*13

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	84120000	0.00000		\$0.0000	\$1,264,375.20
Service From	Service To	Manufacturer		Model No	Delivery Date
2025-05-01	2029-04-01				2025-04-15

Commodity Line Description: Financing Agreement

Extended Description:
See Exhibit A Pricing Page for Contract Pricing - WV APPENDIX 2024-03

**MASTER LEASE PURCHASE FINANCING AGREEMENT
PURCHASE ORDER
APPENDIX # 2024-03**

THIS APPENDIX ("Appendix") made this 27th day of March 2025, 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 June 1, 2024, 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 April 15, 2025, 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 \$1,177,052 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 DOA Fleet Management

BY: 

BY: 

TITLE: Authorized Agent

TITLE: Director

APPROVED: 

LESSEE'S LEGAL COUNSEL

Counterpart No. 1 - Lessor's Copy

Robert P. Paulson
General Counsel

WV Department of Administration

DEPARTMENT OF ADMINISTRATION - Fleet Management

Central Delivery Order # FIN2500000003

Appendix # 2024-03

Effective Date: _____ **Pay-Off:** _____

Appendix 2024-25 - Vehicle Data											
PURCHASE ORDER			YEAR	MFR	MODEL	VENDOR	FUEL	CLASS	UNIT PRICE	QUANTIT Y	TOTAL
0216	CDO	FLT2500000007	2025	FORD	TRANSIT	THORNHILL	FLEX	22	\$52,353.00	3	\$157,059.00
0216	CDO	FLT2500000008	2025	JEEP	GRAND CHEROKEE	THORHILL	GAS	7	\$37,924.00	12	\$455,088.00
0216	CDO	FLT2500000009	2025	FORD	BRONCO SPORT	THORNHILL	GAS	6	\$36,393.00	3	\$109,179.00
0216	CDO	FLT2500000010	2025	JEEP	GRAND CHEROKEE	STEPHENS AUTO CENTER	GAS	8	\$43,736.00	2	\$87,472.00
0216	CDO	FLT2500000011	2025	TOYOTA	CAMRY	FORMULA	GAS	2	\$29,500.00	2	\$59,000.00
0216	CDO	FLT2500000012	2025	FORD	EXPEDITION MAX	MATHENY	GAS	18	\$62,610.00	3	\$187,830.00
0216	CDO	FLT2500000013	2025	FORD	ESCAPE	MATHENY	GAS	5	\$30,356.00	4	\$121,424.00
									TOTALS	29	\$1,177,052.00

AMORTIZATION SCHEDULE

2024-03

FIN25*3

APPENDIX 2024-03

Payment Number	Date of Payment	Funding	Payment Amount	Interest Portion 3.6222%	Principal	Ending Balance		
	4/15/2025	\$1,177,052.00				\$1,177,052.00	<u>Principal</u>	<u>Interest</u>
1	5/1/2025		\$26,341.15	\$1,894.90	\$24,446.25	\$1,152,605.75		
2	6/1/2025		\$26,341.15	\$3,479.14	\$22,862.01	\$1,129,743.74		
3	7/1/2025		\$26,341.15	\$3,410.14	\$22,931.01	\$1,106,812.73	FY25	\$70,239.27 \$8,784.18
4	8/1/2025		\$26,341.15	\$3,340.92	\$23,000.23	\$1,083,812.50		
5	9/1/2025		\$26,341.15	\$3,271.49	\$23,069.66	\$1,060,742.84		
6	10/1/2025		\$26,341.15	\$3,201.85	\$23,139.30	\$1,037,603.54		
7	11/1/2025		\$26,341.15	\$3,132.01	\$23,209.14	\$1,014,394.40		
8	12/1/2025		\$26,341.15	\$3,061.96	\$23,279.19	\$991,115.21		
9	1/1/2026		\$26,341.15	\$2,991.68	\$23,349.47	\$967,765.74		
10	2/1/2026		\$26,341.15	\$2,921.20	\$23,419.95	\$944,345.79		
11	3/1/2026		\$26,341.15	\$2,850.52	\$23,490.63	\$920,855.16		
12	4/1/2026		\$26,341.15	\$2,779.60	\$23,561.55	\$897,293.61		
13	5/1/2026		\$26,341.15	\$2,708.48	\$23,632.67	\$873,660.94		
14	6/1/2026		\$26,341.15	\$2,637.15	\$23,704.00	\$849,956.94		
15	7/1/2026		\$26,341.15	\$2,565.60	\$23,775.55	\$826,181.39	FY26	\$280,631.34 \$35,462.46
16	8/1/2026		\$26,341.15	\$2,493.83	\$23,847.32	\$802,334.07		
17	9/1/2026		\$26,341.15	\$2,421.85	\$23,919.30	\$778,414.77		
18	10/1/2026		\$26,341.15	\$2,349.65	\$23,991.50	\$754,423.27		
19	11/1/2026		\$26,341.15	\$2,277.23	\$24,063.92	\$730,359.35		
20	12/1/2026		\$26,341.15	\$2,204.59	\$24,136.56	\$706,222.79		
21	1/1/2027		\$26,341.15	\$2,131.74	\$24,209.41	\$682,013.38		
22	2/1/2027		\$26,341.15	\$2,058.66	\$24,282.49	\$657,730.89		
23	3/1/2027		\$26,341.15	\$1,985.36	\$24,355.79	\$633,375.10		
24	4/1/2027		\$26,341.15	\$1,911.85	\$24,429.30	\$608,945.80		
25	5/1/2027		\$26,341.15	\$1,838.11	\$24,503.04	\$584,442.76		
26	6/1/2027		\$26,341.15	\$1,764.14	\$24,577.01	\$559,865.75		
27	7/1/2027		\$26,341.15	\$1,689.96	\$24,651.19	\$535,214.56	FY27	\$290,966.83 \$25,126.97
28	8/1/2027		\$26,341.15	\$1,615.55	\$24,725.60	\$510,488.96		
29	9/1/2027		\$26,341.15	\$1,540.91	\$24,800.24	\$485,688.72		
30	10/1/2027		\$26,341.15	\$1,466.06	\$24,875.09	\$460,813.63		
31	11/1/2027		\$26,341.15	\$1,390.97	\$24,950.18	\$435,863.45		
32	12/1/2027		\$26,341.15	\$1,315.65	\$25,025.50	\$410,837.95		
33	1/1/2028		\$26,341.15	\$1,240.12	\$25,101.03	\$385,736.92		
34	2/1/2028		\$26,341.15	\$1,164.35	\$25,176.80	\$360,560.12		
35	3/1/2028		\$26,341.15	\$1,088.35	\$25,252.80	\$335,307.32		
36	4/1/2028		\$26,341.15	\$1,012.13	\$25,329.02	\$309,978.30		
37	5/1/2028		\$26,341.15	\$935.68	\$25,405.47	\$284,572.83		
38	6/1/2028		\$26,341.15	\$858.98	\$25,482.17	\$259,090.66		
39	7/1/2028		\$26,341.15	\$782.07	\$25,559.08	\$233,531.58	FY28	\$301,682.98 \$14,410.82
40	8/1/2028		\$26,341.15	\$704.92	\$25,636.23	\$207,895.35		
41	9/1/2028		\$26,341.15	\$627.53	\$25,713.62	\$182,181.73		
42	10/1/2028		\$26,341.15	\$549.92	\$25,791.23	\$156,390.50		
43	11/1/2028		\$26,341.15	\$472.07	\$25,869.08	\$130,521.42		
44	12/1/2028		\$26,341.15	\$393.98	\$25,947.17	\$104,574.25		
45	1/1/2029		\$26,341.15	\$315.66	\$26,025.49	\$78,548.76		
46	2/1/2029		\$26,341.15	\$237.11	\$26,104.04	\$52,444.72		
47	3/1/2029		\$26,341.15	\$158.31	\$26,182.84	\$26,261.88		
48	4/1/2029		\$26,341.15	\$79.27	\$26,261.88	\$0.00	FY29	\$233,531.58 \$3,538.77
Total			\$1,264,375.20	\$87,323.20	\$1,177,052.00		<u>1,177,052.00</u>	<u>87,323.20</u>

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 June 1, 2024 (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. 2024-03 under the Lease (the "Appendix"), which Appendix relates to the financing of \$1,177,052 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 \$1,177,052. 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 \$1,177,052.

IN WITNESS WHEREOF, this Certificate is executed on behalf of the Lessor as of the 27th day of March 2025.

ATTEST/WITNESS:



LESSOR: Banc of America Public Capital Corp

By: 

CERTIFICATE OF ESSENTIAL USE

THE UNDERSIGNED, Kenneth Yoakum of the State of West Virginia, on behalf of the named Lessee in that certain APPENDIX 2024-03 to the Lease Purchase Financing Agreement ("Appendix") dated March 27, 2025, 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 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 27th day of March 2025.

A handwritten signature in blue ink, appearing to read "Timothy G. Gubler", is written over a horizontal line.

LESSEE: WV DOA Fleet Management

**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 June 1, 2024 (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. 2024-03 and related documents (consisting of a Payment Schedule, Equipment Schedule to Appendix No. 2024-03, Certificate of Essential Use, and Opinion of Lessee's Counsel), all dated as of March 27, 2025, and constituting Appendix No. 2024-03 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 \$1,177,052 (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 \$1,177,052, \$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 \$1,177,052, 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 27th day of March 2025.

ATTEST:

Lessee: WV DOA Fleet Management

Carrie M Looney

By: Justin Yuh



ERIC L. HOUSEHOLDER
CABINET SECRETARY

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
FINANCE DIVISION

SARAH H. LONG, CPA
CHIEF FINANCIAL OFFICER
MELODY DUKE, FINANCE DIRECTOR

March 27, 2025

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

RE: Appendix No. 2024-03 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 March 27, 2025 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,


Robert Paulson
General Counsel

STATE OF WEST VIRGINIA
MASTER LEASE PROGRAM
REQUEST FORM

Date: 3/7/2025

Appendix Number 2024- 03

State Unit Requiring Equipment: WV Dept of Administration Fleet Management Division

Finance Package Contact (Name & Title) Kenny Yoakum, Fleet Director

Mailing Address: 2310 Kanawha Blvd. E, Charleston, WV 25311

Overnight Address: same as above

Phone Number: (304) 558-2106 Fax Number: (304) 558-2070

Email Address: kenny.h.yoakum@wv.gov

Billing Contact (Name & Title) Rob Worledge

Billing Address: 2101 Washington Street East, Building 17, Charleston, WV 25305

Phone Number: (304) 558-6181 Fax Number: (304) 558-1950

Email Address: Rob.I.Worledge@wv.gov

Description of Equipment Usage:

Nature of State Unit's Operation: To provide reliable transportation for state employees that allows them to perform job related tasks in a safe and timely manner.

Equipment Description: Motor Vehicles

How is this equipment essential to operation? Allows state employees to complete their mission

Is this replacement or additional equipment? Both

If replacement, how old is current equipment and how often is equipment normally replaced? Vehicles must be 5 years old and have 120,000 or more miles before considering retirement.

What is the expected useful life of this equipment? 8 years

Equipment Cost: \$1,177,052.00 Term Requested: 48 Months

Down Payment: N/A Anticipated Delivery Date: 60-120 days

Amount Financed: \$1,177,052.00

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

Is the agency a subunit of the State's General Revenue Fund? YES

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.


Governor's Office Approval (Mandatory)


Department of Administration

3-18-25
Date

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.


Fleet Management Division


Banc of America Public Capital Corp

3/10/25
Date

3/26/25
Date



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: 03-06-2025

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 FLT2500000007 1	Change Order No:	Procurement Folder:	1644350
Document Name:	3, 2025 FORD TRANSIT (X2Y), CLASS 22, FLEX-FUEL		Reason for Modification:	
Document Description:	3, 2025 FORD TRANSIT (X2Y), CLASS 22, FLEX-FUEL			
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 MVTRUCK25B 1	
Free on Board:	FOB Dest, Freight Prepaid			

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000111679	Requestor Name:	Kenneth H Yoakum
THORNHILL GROUP INC		Requestor Phone:	(304) 558-2106
500 FORD FAIRLANE		Requestor Email:	kenny.h.yoakum@wv.gov
CHAPMANVILLE	WV		
25508			
US			
Vendor Contact Phone:	304-855-8300	Extension:	
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION	STATE OF WEST VIRGINIA
FLEET MANAGEMENT OFFICE	IN CARE OF SURPLUS PROPERTY
2310 KANAWHA BLVD E	2700 CHARLES AVENUE
CHARLESTON	DUNBAR
WV 25311	WV 25064
US	US

Total Order Amount: \$157,059.00

PURCHASING DIVISION AUTHORIZATION

DATE: *Mark A Atkins* 3/11/2025
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *Edylen* 3-19-25
ELECTRONIC SIGNATURE ON FILE

Extended Description:

3, 2025 FORD TRANSIT, CLASS 22, FLEX-FUEL

3 AJ03 WHITE - YZ

TO BE FINANCED UNDER CONTRACT SWC # FINANCE24
RELEASE ORDER - FIN2500000003 APPENDIX 2024-03

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	25100000	3.00000	EA	\$52,353.0000	\$157,059.00
Service From	Service To	Manufacturer	Model No	Delivery Date	

Commodity Line Description: MVTRUCK25

Extended Description:

MVTRUCK25 - 2025 or latest model vehicle:

Note: See attached Exhibit_A Pricing Page(s) for Contract pricing.
If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.

3, 2025 FORD TRANSIT, CLASS 22, FLEX-FUEL

3 AJ03 WHITE - YZ

TO BE FINANCED UNDER CONTRACT SWC # FINANCE24
RELEASE ORDER - FIN2500000003 APPENDIX 2024-03



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: 03-06-2025

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 FLT2500000008 1	Change Order No:	Procurement Folder:	1844524
Document Name:	12, 2025 JEEP GRAND CHEROKEE 4X4 (WLJH74), CLASS 7, GAS		Reason for Modification:	
Document Description:	12, 2025 JEEP GRAND CHEROKEE 4X4 (WLJH74), 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 MV26E 1	
Free on Board:	FOB Dest, Freight Prepaid			

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000036341 THORNHILL MOTOR CAR INC 509 DINGESS ST LOGAN WV 25601 US Vendor Contact Phone: 3048558300 Extension: 2244 Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Kenneth H Yoakum Requestor Phone: (304) 558-2106 Requestor Email: kenny.h.yoakum@wv.gov
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2310 KANAWHA BLVD E CHARLESTON WV 25311 US	STATE OF WEST VIRGINIA IN CARE OF SURPLUS PROPERTY 2700 CHARLES AVENUE DUNBAR WV 25064 US

Total Order Amount: \$455,088.00

PURCHASING DIVISION AUTHORIZATION

DATE: *Mark Atkins* 3/11/2025
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *3-19-25*
ELECTRONIC SIGNATURE ON FILE

Extended Description:
12, 2025 JEEP GRAND CHEROKEE 4X4, CLASS 7, GAS

- 5 AB01 WHITE - PW7
- 4 2529 WHITE - PW7
- 3 LO01 WHITE - PW7

TO BE FINANCED UNDER CONTRACT SWC # FINANCE 24
RELEASE ORDER - FIN2500000003 APPENDIX 2024-03

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	25100000	12.00000	EA	\$37,924.0000	\$455,088.00
Service From	Service To	Manufacturer	Model No	Delivery Date	

Commodity Line Description: MV25 - 2025 or LATEST MODEL VEHICLE

Extended Description:
MV25 - 2025 or LATEST MODEL VEHICLE:
See attached pricing page(s) for contract pricing.

- 12, 2025 JEEP GRAND CHEROKEE 4X4, CLASS 7, GAS
- 5 AB01 WHITE - PW7
 - 4 2529 WHITE - PW7
 - 3 LO01 WHITE - PW7

TO BE FINANCED UNDER CONTRACT SWC # FINANCE 24
RELEASE ORDER - FIN2500000003 APPENDIX 2024-03



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: 03-08-2025

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 FLT2500000009 1	Change Order No:	Procurement Folder:	1644631
Document Name:	3, 2025 FORD BRONCO SPORT (R9D), CLASS 6, GAS		Reason for Modification:	
Document Description:	3, 2025 FORD BRONCO SPORT (R9D), 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 MV25A 1	
Free on Board:	FOB Dest, Freight Prepaid			

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000111679	Requestor Name:	Kenneth H Yoakum
THORNHILL GROUP INC		Requestor Phone:	(304) 558-2106
500 FORD FAIRLANE		Requestor Email:	kenny.h.yoakum@wv.gov
CHAPMANVILLE	WV	25508	
US			
Vendor Contact Phone:	304-855-8300	Extension:	
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION	STATE OF WEST VIRGINIA
FLEET MANAGEMENT OFFICE	IN CARE OF SURPLUS PROPERTY
2310 KANAWHA BLVD E	2700 CHARLES AVENUE
CHARLESTON	DUNBAR
WV 25311	WV 25064
US	US

Total Order Amount: \$109,179.00

PURCHASING DIVISION AUTHORIZATION

DATE: *Mark A Atkins* 3/11/2025
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *Bob Pate* 3-19-25
ELECTRONIC SIGNATURE ON FILE

Extended Description:
3, 2025 FORD BRONCO SPORT, CLASS 6, GAS

3 PC01 CARBONIZED GRAY - M7

TO BE FINANCED UNDER CONTRACT SWC # FINANCE24
RELEASE ORDER - FIN2500000003 APPENDIX 2024-03

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	25100000	3.00000	EA	\$36,393.0000	\$109,179.00
Service From	Service To	Manufacturer	Model No	Delivery Date	

Commodity Line Description: MV25 - 2025 or LATEST MODEL VEHICLE

Extended Description:
MV25 - 2025 or LATEST MODEL VEHICLE:
See attached pricing page(s) for contract pricing.

3, 2025 FORD BRONCO SPORT, CLASS 6, GAS

3 PC01 CARBONIZED GRAY - M7

TO BE FINANCED UNDER CONTRACT SWC # FINANCE24
RELEASE ORDER - FIN2500000003 APPENDIX 2024-03



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: 03-07-2025

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 FLT2500000010 1	Change Order No:	Procurement Folder:	1645310
Document Name:	2, 2025 JEEP GRAND CHEROKEE 4X4 (WLJP74), CLASS 8, GAS		Reason for Modification:	
Document Description:	2, 2025 JEEP GRAND CHEROKEE 4X4 (WLJP74), CLASS 8, 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 MV25C 1	
Free on Board:	FOB Dest, Freight Prepaid			

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000199714 STEPHENS AUTO CENTER PO BOX 278 DANVILLE WV 25053278 US Vendor Contact Phone: 999-999-9999 Extension:	Requestor Name: Kenneth H Yoakum Requestor Phone: (304) 558-2106 Requestor Email: kenny.h.yoakum@wv.gov																				
Discount Details:																					
<table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2310 KANAWHA BLVD E CHARLESTON WV 25311 US	STATE OF WEST VIRGINIA IN CARE OF SURPLUS PROPERTY 2700 CHARLES AVENUE DUNBAR WV 25064 US

Total Order Amount:	\$87,472.00
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PURCHASING DIVISION AUTHORIZATION DATE: ELECTRONIC SIGNATURE ON FILE
--

ENCUMBRANCE CERTIFICATION DATE: ELECTRONIC SIGNATURE ON FILE
--

Extended Description:

2, 2025 JEEP GRAND CHEROKEE 4X4, CLASS 8, GAS

2 2926 WHITE - PW7

TO BE FINANCED UNDER CONTRACT SWC # FINANCE24
RELEASE ORDER - FIN2500000003 APPENDIX 2024-03

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	25100000	2.00000	EA	\$43,736.0000	\$87,472.00
Service From	Service To	Manufacturer	Model No	Delivery Date	

Commodity Line Description: MV25 - 2025 or LATEST MODEL VEHICLE

Extended Description:

MV25 - 2025 or LATEST MODEL VEHICLE:
See attached pricing page(s) for contract pricing.

2, 2025 JEEP GRAND CHEROKEE 4X4, CLASS 8, GAS

2 2926 WHITE - PW7

TO BE FINANCED UNDER CONTRACT SWC # FINANCE24
RELEASE ORDER - FIN2500000003 APPENDIX 2024-03



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: 03-07-2025

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 FLT2500000011 1	Change Order No:	Procurement Folder:	1645318
Document Name:	2, 2025 TOYOTA CAMRY (2559A), CLASS 2, GAS		Reason for Modification:	
Document Description:	2, 2025 TOYOTA CAMRY (2559A), CLASS 2, 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 MV25D 1	
Free on Board:	FOB Dest, Freight Prepaid			

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000046057 FORMULA MOTOR CAR INC PO BOX 4451 CHAPMANVILLE WV 25508 US Vendor Contact Phone: 3048551289 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Kenneth H Yoakum Requestor Phone: (304) 558-2106 Requestor Email: kenny.h.yoakum@wv.gov
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2310 KANAWHA BLVD E CHARLESTON WV 25311 US	STATE OF WEST VIRGINIA IN CARE OF SURPLUS PROPERTY 2700 CHARLES AVENUE DUNBAR WV 25064 US

Total Order Amount: \$59,000.00

PURCHASING DIVISION AUTHORIZATION

DATE: *3/10/2025*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *3-19-25*
ELECTRONIC SIGNATURE ON FILE

Extended Description:
2, 2025 TOYOTA CAMRY, CLASS 2, GAS

1 2529 MAGNETIC GRAY - 01G3
1 2529 SILVER - 0106

TO BE FINANCED UNDER CONTRACT SWC # FINANCE24
RELEASE ORDER - FIN2500000003 APPENDIX 2024-03

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	25100000	1.00000	EA	\$29,500.0000	\$29,500.00
Service From	Service To	Manufacturer	Model No	Delivery Date	

Commodity Line Description: MV25 - 2025 or LATEST MODEL VEHICLE

Extended Description:
MV25 - 2025 or LATEST MODEL VEHICLE:
See attached pricing page(s) for contract pricing.

1, 2025 TOYOTA CAMRY, CLASS 2, GAS

1 2529 MAGNETIC GRAY - 01G3

TO BE FINANCED UNDER CONTRACT SWC # FINANCE24
RELEASE ORDER - FIN2500000003 APPENDIX 2024-03

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	25100000	1.00000	EA	\$29,500.0000	\$29,500.00
Service From	Service To	Manufacturer	Model No	Delivery Date	

Commodity Line Description: MV25 - 2025 or LATEST MODEL VEHICLE

Extended Description:
MV25 - 2025 or LATEST MODEL VEHICLE:
See attached pricing page(s) for contract pricing.

1, 2025 TOYOTA CAMRY, CLASS 2, GAS

1 2529 SILVER - 0106

TO BE FINANCED UNDER CONTRACT SWC # FINANCE24
RELEASE ORDER - FIN2500000003 APPENDIX 2024-03



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: 03-07-2025

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 FLT2500000012 1	Change Order No:	Procurement Folder:	1645261
Document Name:	3, 2025 FORD EXPEDITION MAX (K1J), CLASS 18, GAS		Reason for Modification:	
Document Description:	3, 2025 FORD EXPEDITION MAX (K1J), CLASS 18, 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 MV25B 1	
Free on Board:	FOB Dest, Freight Prepaid			

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VC0000057321 MATHENY MOTOR TRUCK CO 308 3RD ST ST MARYS WV 26170 US Vendor Contact Phone: 304-684-9625 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Kenneth H Yoakum Requestor Phone: (304) 558-2106 Requestor Email: kenny.h.yoakum@wv.gov
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2310 KANAWHA BLVD E CHARLESTON WV 25311 US	STATE OF WEST VIRGINIA IN CARE OF SURPLUS PROPERTY 2700 CHARLES AVENUE DUNBAR WV 25064 US

Total Order Amount: \$187,830.00

PURCHASING DIVISION AUTHORIZATION

DATE: *Mark A Atkins* 3/10/2025
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *Edy Rex* 3-19-25
ELECTRONIC SIGNATURE ON FILE

Extended Description:
3, 2025 FORD EXPEDITION MAX, CLASS 18, GAS

- 1 2529 DARK MATTER GRAY - HY
- 1 LO01 DARK MATTER GRAY - HY
- 1 2926 AGATE BLACK - UM

TO BE FINANCED UNDER CONTRACT SWC # FINANCE24
RELEASE ORDER - FIN2500000003 APPENDIX 2024-03

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	25100000	1.00000	EA	\$62,610.0000	\$62,610.00
Service From	Service To	Manufacturer	Model No	Delivery Date	

Commodity Line Description: MV25 - 2025 or LATEST MODEL VEHICLE

Extended Description:
MV25 - 2025 or LATEST MODEL VEHICLE:
See attached pricing page(s) for contract pricing.

- 1, 2025 FORD EXPEDITION MAX, CLASS 18, GAS
- 1 2926 AGATE BLACK - UM

TO BE FINANCED UNDER CONTRACT SWC # FINANCE24
RELEASE ORDER - FIN2500000003 APPENDIX 2024-03

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	25100000	2.00000	EA	\$62,610.0000	\$125,220.00
Service From	Service To	Manufacturer	Model No	Delivery Date	

Commodity Line Description: MV25 - 2025 or LATEST MODEL VEHICLE

Extended Description:
MV25 - 2025 or LATEST MODEL VEHICLE:
See attached pricing page(s) for contract pricing.

- 2, 2025 FORD EXPEDITION MAX, CLASS 18, GAS
- 1 2529 DARK MATTER GRAY - HY
- 1 LO01 DARK MATTER GRAY - HY

TO BE FINANCED UNDER CONTRACT SWC # FINANCE24
RELEASE ORDER - FIN2500000003 APPENDIX 2024-03



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: 03-07-2025

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 FLT2500000013 1	Change Order No:	Procurement Folder:	1645507
Document Name:	4, 2025 FORD ESCAPE (U9N), CLASS 5, GAS		Reason for Modification:	
Document Description:	4, 2025 FORD ESCAPE (U9N), CLASS 5, 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 MV25B 1	
Free on Board:	FOB Dest, Freight Prepaid			

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VC0000057321 MATHENY MOTOR TRUCK CO 308 3RD ST ST MARYS WV 26170 US Vendor Contact Phone: 304-684-9625 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Kenneth H Yoakum Requestor Phone: (304) 558-2106 Requestor Email: kenny.h.yoakum@wv.gov
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2310 KANAWHA BLVD E CHARLESTON WV 25311 US	STATE OF WEST VIRGINIA IN CARE OF SURPLUS PROPERTY 2700 CHARLES AVENUE DUNBAR WV 25064 US

Total Order Amount: \$121,424.00

PURCHASING DIVISION AUTHORIZATION

DATE: *Mark Atkins* 3/10/2025
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *Gary Kenna* 3-19-25
ELECTRONIC SIGNATURE ON FILE

Extended Description:
4, 2025 FORD ESCAPE, CLASS 5, GAS

2 2529 CARBONIZED GRAY - M7

1 2529 VAPOR BLUE - K1

1 2529 SPACE SILVER - A3

TO BE FINANCED UNDER CONTRACT SWC # FINANCE24
RELEASE ORDER - FIN2500000003 APPENDIX 2024-03

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	25100000	2.00000	EA	\$30,356.0000	\$60,712.00
Service From	Service To	Manufacturer	Model No	Delivery Date	

Commodity Line Description: MV25 - 2025 or LATEST MODEL VEHICLE

Extended Description:
MV25 - 2025 or LATEST MODEL VEHICLE:
See attached pricing page(s) for contract pricing.

2, 2025 FORD ESCAPE, CLASS 5, GAS

2 2529 CARBONIZED GRAY - M7

TO BE FINANCED UNDER CONTRACT SWC # FINANCE24
RELEASE ORDER - FIN2500000003 APPENDIX 2024-03

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	25100000	1.00000	EA	\$30,356.0000	\$30,356.00
Service From	Service To	Manufacturer	Model No	Delivery Date	

Commodity Line Description: MV25 - 2025 or LATEST MODEL VEHICLE

Extended Description:
MV25 - 2025 or LATEST MODEL VEHICLE:
See attached pricing page(s) for contract pricing.

1, 2025 FORD ESCAPE, CLASS 5, GAS

1 2529 VAPOR BLUE - K1

TO BE FINANCED UNDER CONTRACT SWC # FINANCE24
RELEASE ORDER - FIN2500000003 APPENDIX 2024-03

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	25100000	1.00000	EA	\$30,356.0000	\$30,356.00
Service From	Service To	Manufacturer	Model No	Delivery Date	

Commodity Line Description: MV25 - 2025 or LATEST MODEL VEHICLE

Extended Description:
MV25 - 2025 or LATEST MODEL VEHICLE:
See attached pricing page(s) for contract pricing.

1, 2025 FORD ESCAPE, CLASS 5, GAS

1 2529 SPACE SILVER - A3

TO BE FINANCED UNDER CONTRACT SWC # FINANCE24
RELEASE ORDER - FIN2500000003 APPENDIX 2024-03

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Business Organization Detail

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BANC OF AMERICA PUBLIC CAPITAL CORP

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	0/9/2008		05/2008	Foreign	Profit			

Organization Information			
Business Purpose	5324 - Real Estate and Rental and Leasing - Rental and Leasing Services - Commercial/Industrial Equip Rental and Leasing construction, transportation, mining, forestry, commercial air, rail, water, office)		Capital Stock
Charter County			Control Number
Charter State	IS		Excess Acres
At Will Term			Member Managed
At Will Term Years			Par Value
Authorized Shares			Young Entrepreneur
			Not Specified

Addresses	
Type	Address
Local Office Address	C/O CT CORPORATION SYSTEM 1027 CLARKNER ST CHARLESTON, WV, 25311
Mailing Address	555 CALIFORNIA STREET 4TH FLOOR SAN FRANCISCO, CA, 94104 USA
Notice of Process Address	C T CORPORATION SYSTEM 5085 WASHINGTON ST W STE 407 CHARLESTON, WV, 253121501
Principal Office Address	555 CALIFORNIA STREET 4TH FLOOR SAN FRANCISCO, CA, 94104 USA
Type	Address

Officers	
Type	Name/Address
Director	JEAN M. BELL 555 CALIFORNIA STREET 4TH FLOOR SAN FRANCISCO, CA, 94104
Director	ANDREW F. BROWN 555 CALIFORNIA STREET 4TH FLOOR SAN FRANCISCO, CA, 94104
President	GEOFFREY R. CULM 555 CALIFORNIA STREET 4TH FLOOR SAN FRANCISCO, CA, 94104
Secretary	BRAD KOSTER 555 CALIFORNIA STREET 4TH FLOOR SAN FRANCISCO, CA, 94104
Treasurer	STEVEN F. THOMAS 555 CALIFORNIA STREET 4TH FLOOR SAN FRANCISCO, CA, 94104
Vice-President	NATHAN A. BAITH 555 CALIFORNIA STREET 4TH FLOOR SAN FRANCISCO, CA, 94104
Type	Name/Address

Annual Reports	
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