



Stanley G. Oldroyd, VP
 SunTrust Equipment Finance & Leasing Corp.
 300 E. Joppa Road – 7th Floor
 Towson, MD 21286
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April 25, 2012

Ms. Krista S. Ferrell
 Purchasing Division
 Department of Administration
 State of West Virginia
 2019 Washington Street East – Building 15
 Charleston, WV 25305

RE: Tax-Exempt Master Lease Purchase Proposal – RFQ #FAR120000

Dear Ms. Ferrell:

SunTrust Equipment Finance & Leasing Corp. is pleased to present our proposal to provide tax-exempt lease-financing for the State of West Virginia, as described in your Request For Quotations. The specific terms and conditions of our response are outlined below.

SunTrust Equipment Finance & Leasing Corp. is a subsidiary of SunTrust Banks, Inc., an investor-owned bank-holding company with assets in excess of \$180 billion. SunTrust Banks, Inc., Atlanta, GA, maintains unsecured debt ratings from Moody’s and Standard & Poor’s of Baa1/negative and BBB/negative, respectively. A copy of the 2010 Annual Report for SunTrust Banks, Inc. is available on our web-site (www.suntrust.com).

SunTrust Equipment Finance & Leasing Corp., Towson, MD is one of the largest providers of equipment leasing and financing services in the US. Tax-exempt financing for municipalities and school districts accounts for approximately one half of our annual new business production. We currently have a portfolio of leases and loans totaling over \$5 billion, and we have a capital base (net worth) in excess of \$300 million. In 2011, we originated over \$1.2 billion of new business, consisting of tax-exempt loans and leases for various municipal entities as well as taxable loans and leases for commercial concerns nationwide. Revenues in 2011 were in excess of \$300 million.

LESSEE: **State of West Virginia, Charleston, WV.**
 Lessee is a state or political subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the “Code”).

LESSOR: **SunTrust Equipment Finance & Leasing Corp., Towson, MD, or its Assignee.**

TYPE OF FINANCING: Appendices under a Master Equipment Lease Agreement (the “Facility” or the “Agreement”). Said Appendix shall be a net lease arrangement whereby Lessee is responsible for all costs of operation, maintenance, insurance, and taxes. Payments due under the Appendix shall be based on the annual appropriation of funds during each year of the lease. Funding of an Appendix under the facility is subject to review and acceptance of the subject equipment and proposed lease term, and to Lessor’s approval of the proposed lease rate.

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2012 APR 25 AM 9:40

WV PURCHASING
 DIVISION

Ms. Krista S. Ferrell
April 25, 2012
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SUBJECT OF FINANCING: various new essential-use vehicles and equipment, as described in the RFQ.

TERM OF FACILITY: one (1) year from the date of the Agreement.

AMOUNT FINANCED: not to exceed \$25,000,000. in the aggregate.

LEASE TERM / RATE: **3 or 4 or 5 or 7 years / rates as shown on Section 4 (Cost Sheet) of the RFQ. (CONFORMING AND ALTERNATE PROPOSALS)**

PRE-PAYMENT PENALTY: Lessee will have the option to pre-pay the remaining lease balance on any payment due date for 102% of the unpaid balance.

NON-BANK QUALIFICATION: Lessee reasonably anticipates the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2012 will exceed ten million dollars (\$10,000,000.).

ESCROW FUNDING: Subject to the terms of acceptance of this proposal, the Lessor is willing to fund the final Amount Financed for this transaction into one or more escrow accounts. In the event an escrow account is utilized, the escrow account will be used to pay equipment vendors, contractors and any escrow expenses.

The Escrow Agent will be selected by the Lessee subject to Lessor's approval. **In the event the Lessee selects SunTrust Bank as the escrow agent, the Lessee understands that a \$250 Escrow Administration Fee will be charged for establishing each account.** Interest earnings on the escrow account - currently yielding 0.02% - will first be used to cover any escrow setup and maintenance fees. Any escrow earnings above the setup and maintenance fees will accrue for benefit of Lessee. In the event the interest earnings are not sufficient to cover escrow setup and maintenance fees, Lessee will be responsible to pay the shortfall from sources other than the escrow fund. In addition, the Lessor will review and approve escrow disbursements prior to each disbursement of funds from the escrow account by the approved Escrow Agent.

REIMBURSEMENT: If Lessee intends to be reimbursed for any equipment cost associated with this Agreement, intent for reimbursement from the proceeds of this Agreement must be evidenced, and must qualify under the Treasury Regulation Section 1.150.2.

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AUTHORIZED SIGNORS: The Lessee's governing board shall provide Lessor with its resolution or ordinance authorizing this Agreement and shall designate the individual(s) to execute all necessary documents used therein.

DOCUMENTATION: Documentation will be furnished by the Lessee, subject to negotiation between the parties. **The Lessee will be responsible for a document-preparation fee of \$250. for each Appendix, or drawdown.** This fee could be included in the Amount Financed.

FINANCIAL STATEMENTS: Lessee shall provide to Lessor updated financial statements as needed so that the Lessor has the last three consecutive years of financial information on the Lessee, as well as current budgets, demographics, and proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.

This proposal will expire unless accepted prior to close of business May 25, 2012. It is subject to final credit approval by the Credit/Investment Committee of SunTrust Equipment Finance & Leasing Corp., and to mutually-acceptable documentation. To render a credit decision, Lessee shall provide Lessor with the information requested above.

Upon receipt of the signed proposal, we will endeavor to provide you with a timely commitment. It is a pleasure to offer this proposal to the State of West Virginia. SunTrust is interested in providing financing for this transaction, as well as financing other capital equipment needs of the State. We look forward to your favorable acknowledgment.

Sincerely,
SunTrust Equipment Finance & Leasing Corp.



Stanley G. Oldroyd
Vice President

THE TERMS OF THE ABOVE PROPOSAL ARE HEREBY AGREED TO AND ACCEPTED.

Name _____ Title _____ Date _____



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

Request for Quotation

RFQ NUMBER
 FAR120000

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 KRISTA FERRELL
 304-558-2596

VENDOR

*820113229 410-307-6647
 SUNTRUST EQUIPMENT FINANCE
 300 E JOPPA RD #700
 TOWSON MD 21286

SHIP TO

DEPARTMENT OF ADMINISTRATION
 FINANCIAL ACCOUNTING AND
 REPORTING SECTION
 2101 WASHINGTON ST E
 CHARLESTON, WV
 25305-1510 304-558-4083

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/04/2012				

BID OPENING DATE: 04/26/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		946-54		
STATE MASTER LEASE PURCHASE AGREEMENT REQUEST FOR QUOTATION (RFQ) THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE FINANCING SERVICES FOR EQUIPMENT AND OTHER CAPITAL FINANCING NEEDS OF VARIOUS STATE AGENCIES IN THE FORM OF A MASTER LEASE PURCHASE AGREEMENT PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 04/17/2012 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED. VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENODR AND ANY STATE PERSONNEL IS NOT BINDING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ SPECIFICATIONS BY AND OFFICIAL WRITTEN ADDENDUM BY THE PURCHASING DIVISION IS BINDING.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Request for Quotation

RFQ NUMBER
FAR120000

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

VENDOR	*820113229 410-307-6647
	SUNTRUST EQUIPMENT FINANCE 300 E JOPPA RD #700
	TOWSON MD 21286

SHIP TO	DEPARTMENT OF ADMINISTRATION FINANCIAL ACCOUNTING AND REPORTING SECTION 2101 WASHINGTON ST E CHARLESTON, WV 25305-1510 304-558-4083
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/04/2012				

BID OPENING DATE: 04/26/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NO CONTACT BETWEEN THE VENDOR AND ANY AGENCY REGARDING THE SUBJECT MATTER OF THIS RFQ IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 <u> 5 </u></p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES</p>						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"><i>Stanley G. Chelms</i> SIGNATURE</p> <p style="text-align: center;">SunTrust Equipment Finance & Leasing Corp. COMPANY</p> <p style="text-align: center;">April 25, 2012 DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
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RFQ

FAR120000

Section 1: General Information

1.1 Purpose:

The WV State Purchasing Division for the Finance Division of the Department of Administration is soliciting quotations from qualified vendors to provide financing for equipment and other capital financing needs of various State agencies in the form of a Master Lease Purchase Agreement per the specifications provided in this document.

1.2 Background:

The state of West Virginia has held a statewide financing contract since 1996. There have been 49 appendices from 2004-2012. Since the last contract, dated January 2009, there have been 14 appendices totaling \$24,670,338, with the highest single appendix being \$6.6 million. We anticipate \$10 million to \$15 million annually. The average finance package over the duration of the last contract has been \$1.8 million. The financing contract will be available to all West Virginia State Agencies.

Section 2: Scope of Work

2.1 Terms of the Master Lease Purchase Financing Agreement:

The Master Lease Purchase Financing Agreement (MLPFA) will control each financing completed, contemplating that an appendix evidencing each financing will be issued through a separate purchase order for each user agency referencing the Agreement. As each agency has its own various accounts, a separate appendix and purchase order must be issued for each financing. The Lessor shall have the right to accept or reject an appendix to the MLPFA.

Each appendix will include the State agency, source of funding, use of equipment, beginning date, term, list of equipment, payment schedule, essential use certificate, tax compliance agreement, no arbitrage certificate, and opinion of counsel. The payment schedule will specify the amount financed, rate, term payment due dates, and the principal balance, payment amount, and interest for each payment.

A representative of the Department of Administration will coordinate all efforts between Purchasing and the Bidder(s) in finalizing the Agreement and between the user agencies and the Bidder(s) in preparing appendices. The State Comptroller's Office will prepare all documents necessary (the appendices and acceptance certificate and request for payment), and will submit documents to the Purchasing Division for final processing. All purchase orders released against the contract will be signed by the Director of Purchasing or designee.

The rate of interest will be based upon a percentage of an Index (defined in Section 2.2) and will be fixed on the date of execution of an appendix with payments to be made in arrears. The initial lease payment will be due on the first day of the month following the month in which the appendix was effective, with subsequent payments due on the first day of each following month for the term of the financing, unless otherwise agreed. Lease payments will be calculated on a level payment basis, using a single fixed rate of interest for either: three, four, five, or seven year terms. Interest will be calculated on a 360/265 day basis.

2.2 Equipment or Capital Expenditures to be Purchased

The purchase will be obtained in accordance with Purchasing laws, regulations and policies, and will consist of personal property and capital expenditures deemed essential. Each financing will be worth a minimum of \$100,000 in total purchased. Several items for an agency may be combined into one (1) appendix. In these instances, funds for the appendices need to be escrowed. Bidders must be able to provide escrowed funds or offer an alternative acceptable to the State.

Total purchases under the Agreement are not expected to exceed \$25,000,000 for the initial term of the Agreement. The State does not guarantee that any purchases will be made during the term of the Agreement. It is also not known how the lease amounts will be distributed among the three, four, five, and seven year terms. Furthermore, the exact equipment or capital expenditure needs of the agencies are not known and will not be surveyed for the purpose of this Request for Quotation (RFQ). However, a listing of equipment financed in the last four (4) years pursuant to the similar financing agreement is attached for the sole purpose of demonstrating past uses and is not to be construed as an indication of future uses.

The State plans to finance only essential needs and to finance such over a period not to exceed the equipment's useful life or seven years, whichever is less.

2.3 Rate

Each bidder is required to bid a percentage of the index for each of the three, four, five, and seven year lease terms for monthly payments in arrears, as indicated on the attached bid form. The percentage of the index will remain fixed during the term of the Agreement and any renewal or extension thereof. The index is defined as the interest rate SWAP, as reported by the Federal Reserve on a weekly average basis for the week preceding the date of execution of an appendix and as published weekly by the Federal Reserve in Publication H.15, a copy of which is attached for reference purposes.

2.4 Other Terms

The Finance Division will not entertain any alternative terms from vendors. Any requests for clarifications of this contract can be submitted to the Purchasing Division ahead of the time of bid opening.

Section 3: Compliance with Laws and Regulations

The contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal State, or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, the equipment, or services delivered pursuant hereto shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

Section 4: Cost Sheet (CONFORMING PROPOSAL)

Bidders are asked to complete the below Costing Table. Vendors failing to complete this section in its entirety may be disqualified as the submitted bid may not be able to be evaluated.

Financing Period	Discount/Premium from H.15
3 Year Financing Term	<u>300.70% of 3-year swap rate</u>
4 Year Financing Term	<u>225.16% of 4-year swap rate</u>
5 Year Financing Term	<u>179.14% of 5-year swap rate</u>
7 Year Financing Term	<u>141.74% of 7-year swap rate</u>

Section 5: Attachments

Attachment A: State of West Virginia Master Lease Purchase Financing Agreement including Appendices and Attachments to Appendices.

Attachment B: State of West Virginia Master Lease Program Blanket Purchase Order

Attachment C: State of West Virginia Master Lease Program Submission Form

Attachment E: Listing of State Equipment Financed from 2009-March 2012

Attachment F: Selected Interest Rate Schedule (Federal Reserve in Publication H.15)

The contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal State, or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, the equipment, or services delivered pursuant hereto shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

Section 4: Cost Sheet (ALTERNATE PROPOSAL)

Bidders are asked to complete the below Costing Table. Vendors failing to complete this section in its entirety may be disqualified as the submitted bid may not be able to be evaluated.

Financing Period	Discount/Premium from H.15
3 Year Financing Term	<u>65% of 2-year swap rate</u> , plus 1.36%
4 Year Financing Term	<u>65% of 2-year swap rate</u> , plus 1.36%
5 Year Financing Term	<u>65% of 3-year swap rate</u> , plus 1.36%
7 Year Financing Term	<u>65% of 4-year swap rate</u> , plus 1.36%

Section 5: Attachments

Attachment A: State of West Virginia Master Lease Purchase Financing Agreement including Appendices and Attachments to Appendices.

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Attachment E: Listing of State Equipment Financed from 2009-March 2012

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