



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

Purchase Order

PURCHASE ORDER NO.
 FAR120000

PAGE
 1

BLANKET RELEASE
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CHANGE ORDER

B.
 CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

I N V O I C E T O
 DEPARTMENT OF ADMINISTRATION
 ACCOUNTING SECTION
 2019 WASHINGTON STREET, EAST
 POST OFFICE BOX 50121
 CHARLESTON, WV
 25305-0121

13

FILE LOCATION 23385

V E N D O R
 *520104321 804-788-3345
 BANC OF AMERICA PUBLIC CAPITAL
 BANK OF AMERICA CENTER
 1111 E MAIN ST 18TH FLOOR
 RICHMOND VA 23219-3500

S H I P T O
 DEPARTMENT OF ADMINISTRATION
 FINANCIAL ACCOUNTING AND
 REPORTING SECTION
 2101 WASHINGTON ST E
 CHARLESTON, WV
 25305-1510 304-558-4083

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
08/01/2012		481173664	
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
			MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT.NO	ITEM NUMBER		
0001	12/31/2012	EA	946-54		
			MASTER LEASE PURCHASE FINANCE AGREEMENT	Purchasing Division's File Copy SCANNED PURCHASING DIVISION CERTIFIED ENCUMBERED AUG 6 2012 <i>Beverly Toler</i>	
			PER THE ATTACHED.		
			ENTERED		

APPROVED FOR ONE FISCAL YEAR
Lawrence Wayfield
 APPROVED AS TO FORM BY

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE
 8-3-12
 BY *[Signature]*
 KRISTA BERRELL
 304-558-2596
 PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END
TOTAL

STATE OF WEST VIRGINIA
MASTER LEASE PURCHASE FINANCING AGREEMENT

BLANKET PURCHASE ORDER

To provide financing for equipment and other capital financing needs of various state agencies in the form of a Master Lease Purchase Financing Agreement (the "Lease") in accordance with the terms and conditions set forth in the attached Lease.

Term

The Term of the Lease shall commence on 07/09/2012, and extend for one (1) year, subject to renewal in accordance with Section 22 of the Lease. The term of each Appendix, evidencing each financing, shall commence on the date specified in each Appendix.

The terms and conditions contained in the Lease shall be the terms and conditions of each Appendix and the terms and conditions during any renewal of the financing available under the Lease.

Renewal

Upon written mutual agreement of the parties, the Lease may be renewed under the same terms and conditions for a maximum of two (2) additional terms of one (1) year each. A written renewal notice, as initiated by either party evidencing the intent to renew the Lease, shall be provided to the other party at least ninety (90) days prior to the expiration of the current term of the Lease. If no renewal notice is provided to one party by the other party prior to expiration, the Lease will terminate on the expiration date.

Termination

The Lessor may not unilaterally terminate this Lease at any time; however, the Lease is subject to termination upon the occurrence of any one of the following events:

- (a) The Director of Purchasing terminates this Lease for any reason and at any time upon providing Lessor a thirty (30) day written notice thereof;
- (b) The expiration of the current term without any further action or notice by either party; or
- (c) The mutual written agreement of the parties prior to the expiration of the then current term.

Any such termination of the Lease shall not affect the financing under any Appendix executed prior to the effective Lease termination date.

Financing

All separate financings under the Lease shall be evidenced by an Appendix to the Lease and shall be signed by the Lessor and the applicable state agency, as Lessee, and approved by the Department of Administration and the Attorney General.

The Appendix shall provide for the commencement date of that particular financing; a listing of all Equipment, which shall be financed under that Appendix as set forth on an Equipment Schedule; a Payment Schedule; and any amounts deposited in an escrow account pursuant to the terms of the Lease.

Ordering Procedure

All Purchase Orders issued against this contract must be signed by the Purchasing Division Director or designee. Spending unit(s) shall issue a WV-35 to the Finance Division. The Finance Division will submit the WV-35 to the Purchasing Division for processing and approval.

STATE OF WEST VIRGINIA MASTER LEASE
PURCHASE FINANCING AGREEMENT

THIS MASTER LEASE PURCHASE FINANCING AGREEMENT, made this 9th day of July, 2012, 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 the Lessees specified in the attached appendices ("Lessee" or "Lessees").

The parties hereto do mutually covenant and agree as follows:

1. Lease

Pursuant to the provisions of Chapter 5A of the West Virginia Code, Purchasing, on behalf of the Lessees specified in the attached appendices, as bodies politic duly organized and existing under the laws of the State of West Virginia, agrees to lease from Lessor the various items of equipment specified in each appendix ("Equipment"), and Lessor, as specified above, agrees to lease to Lessees the Equipment in accordance with the terms and conditions of this Master Lease Purchase Financing Agreement ("Lease") in a principal amount not to exceed \$25,000,000.00. Upon execution, this Lease is binding on and enforceable against Lessor and Lessees in accordance with its terms.

This Lease will control each financing completed, and an appendix evidencing each financing will be issued through a separate purchase order for each user agency referencing the Lease (an "Appendix" or "Appendices"). 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 sole discretion to accept or reject an Appendix to this Lease.

Several items for an agency may be combined into one Appendix. Therefore, funds for certain Appendices may need to be escrowed, while in other cases no escrow will be needed. Lessor must be able to provide escrowed funds or offer an alternative acceptable to Purchasing and Lessee.

2. Covenants of Lessor

Lessor, and any assignee of Lessor, shall allow Lessees to quietly have, hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor during the term of this Lease, except as expressly set forth in this Lease.

3. Covenants of Lessees

Lessees are not prohibited by the Constitution or laws of the State of West Virginia from entering into this Lease. No approval, consent or withholding of objection is required from any governmental authority not a signatory to this Lease with respect to the performance or obligations of Lessees under this Lease. This Lease will not violate any judgment, law or

regulation applicable to Lessees or result in any breach of, or constitute a default under, or result in the creation of any lien or encumbrance upon the assets of the Lessees or on the Equipment pursuant to, any other instrument to which Lessees are a party.

4. Equipment Delivery and Acceptance

Lessees shall accept the Equipment when and if delivered and placed in good working order in accordance with the Purchase Order for such item or items of Equipment and hereby authorize the Lessor to add to the appropriate Appendix the serial number of each item of Equipment so delivered. Lessees shall have thirty (30) days from date of delivery to accept the Equipment and deliver an Equipment Acceptance Certificate or to have the Equipment returned. Notice of any Equipment defects shall be given to Lessor within thirty (30) days of delivery, unless not discovered at that time by reasonable efforts.

Lessor agrees to pay the invoices for the accepted Equipment within seven (7) days of receipt of the Equipment Acceptance Certificate and Request for Payment, but shall not be liable for the specific performance of this Lease or for damages, if for any reason, the supplier delays or fails to fill the order. Any delay in such delivery shall not affect the validity of this Lease.

In the event any portion of the Equipment is not accepted or the cost of the Equipment is less than the funding under an Appendix, then the amount of the funding remaining shall be applied as a partial prepayment on that Appendix.

5. Term

The Lease shall be for an original term of one (1) year, subject to renewal in accordance with Section 22 of this Lease. The term of each Appendix, evidencing each financing, shall commence on the date specified in each Appendix and shall terminate upon the first to occur:

- (a) The payment of the purchase option price;
- (b) The payment of all lease payments;
- (c) An Event of Non-appropriation; or
- (d) An Event of Default at the option of the Lessor.

The terms and conditions contained in this Lease shall be the terms and conditions of each Appendix and the terms and conditions during any renewal of the financing available under this Lease.

6. Event of Non-Appropriation

If a Lessee is not allotted funds in any succeeding fiscal year for the continued use of the Equipment or service covered by this Lease by the West Virginia Legislature, the Lessee may terminate the Appendix at the end of the affected current fiscal period without further charge or penalty. An "Event of Non-appropriation" shall be deemed to have occurred if: (a) Sufficient funds are not appropriated for lease payments under an Appendix in any fiscal year; and (b) a Lessee shall have at such time no funds duly authorized or otherwise available for the lease

payments. Lessee agrees to provide written notice of an Event of Non-appropriation to Lessor as soon as Lessee determines that such an event exists. No penalty shall accrue to the Lessee in the event this provision is exercised.

Upon the occurrence of an Event of Non-appropriation, the related Appendix shall terminate without penalty at the end of the then current fiscal year and the lease payments under that Appendix shall be canceled. Lessee agrees to return the Equipment to Lessor, together with a release of all Lessee's title and interest therein. It is the intention of the parties that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee agrees, nevertheless, to execute and deliver any such instruments as Lessor may reasonably request to evidence such transfer. An Event of Non-appropriation shall not be deemed an Event of Default. Furthermore, an Event of Non-appropriation under one Appendix shall not be deemed an Event of Non-appropriation under any other Appendix.

7. Lease Termination

The Lessor may not unilaterally terminate this Lease at any time; however, this Lease is subject to termination upon the occurrence of any one of the following events:

- (a) The Director of Purchasing terminates this Lease for any reason and at any time upon providing Lessor a thirty (30) day written notice thereof;
- (b) The expiration of the current term without any further action or notice by either party; or
- (c) The mutual written agreement of the parties prior to the expiration of the then current term.

Any such termination of this Lease shall not affect the financing under any Appendix executed prior to the effective Lease termination date.

8. Warranties/Guarantees

Each Lessee acknowledges that it has selected the Equipment financed under this Lease and that Lessor is not the manufacturer or dealer in the Equipment herein leased. As Lessor is not the manufacturer or dealer in the Equipment, Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of warranties by the vendor of any item(s) of Equipment. Lessor hereby assigns to each Lessee for and during the lease term all manufacturers' warranties or guarantees, expressed or implied, issued on or applicable to the Equipment acquired by that Lessee, if any.

LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS LEASE OR THE

EXISTENCE, FURNISHING, FUNCTIONING OR LESSEES' USE OF ANY ITEM(S) OF EQUIPMENT PROVIDED IN THIS LEASE. HOWEVER, LESSOR AGREES TO BE LIABLE FOR ANY LOSS TO TANGIBLE PERSONAL PROPERTY OR INJURY TO PERSONS CAUSED BY THE NEGLIGENCE OF LESSOR.

9. Lease Payments

Lessees agree to pay to Lessor monthly lease payments, comprised of the principal and accrued interest, in the amounts set forth in each payment schedule. The term of each Appendix shall not exceed the useful life of the Equipment financed under that Appendix. The Index is defined as the annualized interest on three-, four-, five- or seven-year interest rate Swaps, shown below for the applicable term, as reported by the Federal Reserve weekly in Publication H.15 on a weekly average basis for the week preceding the date of execution of an Appendix, fixing as of such date adjusted by adding or subtracting the indicated index amounts, as follows:

- (a) 36 months: Prior week ending (2 yrs) Swaps x 65%, plus 66.92 basis points
- (b) 48 months: Prior week ending (2 yrs) Swaps x 65%, plus 75.79 basis points
- (c) 60 months: Prior week ending (3 yrs) Swaps x 65%, plus 79.63 basis points
- (d) 84 months: Prior week ending (4 yrs) Swaps x 65%, plus 90.92 basis points

The above Index amounts will remain fixed during the term of each Appendix, the term of this Lease, and any renewal or extension thereof.

All payments shall be made in arrears for the preceding period, and shall be absolute and unconditional in all events, without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances, except as expressly provided in Section 6 of this Lease, provided with respect to any item of Equipment for which Lessor has provided the funds to finance such item of Equipment and no payment with respect to such item of Equipment has been withheld from a vendor. Lessor shall provide invoices to Lessees in a timely manner.

The obligation of each Lessee to pay lease payments hereunder is a current expense of that Lessee and not a debt in contravention of any applicable constitutional or statutory limitation or requirement, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or monies.

Lessees reasonably believe that sufficient funds can be obtained to make all lease payments during the term of this Lease and hereby covenant that they will use their best efforts to obtain, maintain and properly request funds from which the lease payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using their best efforts to have such portion of the budget approved. Lessees intend to make lease payments for the full term of this Lease and represent that the Equipment will be used for one or more authorized governmental or proprietary functions essential to their proper, efficient and economic operation.

10. Use and Maintenance

Lessees agree to comply with all federal, state and local laws, ordinances, and regulations applicable to the possession, use or maintenance of the Equipment.

Lessees will not use, operate or maintain the Equipment improperly, carelessly, or in violation of any applicable law. Lessees will, at their expense, maintain, preserve and keep the Equipment in good repair, working order and condition.

Material alterations, modifications, additions or attachments to the Equipment must have the written approval of the Lessor, which consent shall not be unreasonably withheld, and such action shall be performed at the sole expense of each Lessee. All alterations, modifications, additions or attachments shall not reduce the value or usefulness of the Equipment.

During the term of this Lease, Lessor and its officers, employees or agents shall have the right at all reasonable times during business hours of each Lessee to enter into and upon the property of such Lessee for the purpose of inspecting the Equipment.

11. Insurance and Loss of Equipment

Lessees are insured through the West Virginia Board of Risk and Insurance Management and will protect the interests of the Lessor and Lessee against Equipment losses or damage. Lessees are also insured against liability related to the Equipment. Lessor shall be named as an additional insured under any insurance policy covering the financed Equipment. In the event of any loss, damage, injury or accident involving the Equipment, the appropriate Lessee shall promptly provide the Lessor with written notice thereof and make available to Lessor all information and documentation thereof.

If any Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or if title to, or the temporary use of, the Equipment or any part thereof is taken under the exercise of the power of eminent domain, Lessee and Lessor will cause the net proceeds of any insurance claim or condemnation award to be applied either to the prompt repair, restoration, modification or replacement of the Equipment or, at Lessee's option, to the payment of the ratable portion of the purchase option price.

Any balance of the net proceeds remaining after such work or purchase has been completed shall be paid to the appropriate Lessee. Net proceeds shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses incurred in the collection of such claims or award. If the net proceeds are insufficient to pay in full the cost of any repair, restoration, modification or replacement, Lessee shall either: (a) Complete the work and pay any cost in excess of the amount of net proceeds; or (b) pay to Lessor the purchase option price. The amount of the net proceeds in excess of the then applicable purchase option price, if any, may be retained by Lessee.

In the event the purchase option payment for any item(s) of Equipment is paid in accordance with this section, Lessor agrees to release any security interest on that item(s) of Equipment.

12. Title to Leased Equipment

During the term of this Lease, title to the Equipment listed in an Appendix shall vest in the related Lessee so long as such Lessee shall not be in default or this Lease shall not have been terminated as to such Equipment. To secure all obligations hereunder, the related Lessee hereby grants to Lessor a security interest in any and all right, title, and interest of Lessee in the Equipment, any related Acquisition Fund, and any proceeds of the foregoing. Lessee shall promptly discharge any mechanics', materialmen's, or other liens placed on the Equipment.

Lessor shall convey all of the Lessor's right and interest in and to the Equipment listed in an Appendix to Lessee upon payment of all the lease payments required in accordance with the related Appendix or the purchase option price set forth in the applicable payment schedule, if the Lessee is not on such date in default as to any terms of this Lease.

13. Taxes and Other Charges

Lessees represent that they are exempt from federal, state, and local taxation, and as such, shall not be liable or responsible for the payment or reimbursement of any tax of any type incurred in connection with this Lease, nor will they file any tax returns or reports on behalf of Lessor or its assignees.

As title to the Equipment shall vest in the appropriate Lessees during the term of this Lease, the Equipment is exempt from personal property tax pursuant to West Virginia Code § 11-3-9(a)(27). Each Lessee also represents that, to the best of its knowledge, no licensing or titling fees based upon the use, possession or acquisition of the Equipment are due under the current laws of West Virginia.

It is the intention of the Lessor and Lessees that the interest portion of the lease payments made under this Lease be and remain exempt from federal income taxation. Lessees covenant that they will take any and all action reasonably necessary to maintain the exemption from federal income taxation of the interest portion of the lease payments, and that they will not perform any act or enter into any agreement or use or permit the use of the Equipment or any portion thereof in a manner that shall have the effect of terminating or denying the exemption from federal income taxation of the interest portion of the lease payments, including, without limitation, leasing all or any portion of the Equipment or contracting with a third party for the use or operation of all or any portion of the Equipment if entering into such lease or contract would have such effect.

Upon the occurrence of a determination that the interest component of rental payments payable pursuant to an Appendix is includible for federal income tax purposes in the gross income of the Lessor due to a Lessee's action or failure to take any action, the Lessee shall pay to the Lessor upon demand (i) an amount which, with respect to rental payments previously paid

and taking into account all penalties, fines, interest and additions to tax (including all federal, state, and local taxes imposed on the interest due through the date of such event), will restore to the Lessor its after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of rental payments and reinvestment at the after-tax yield rate) on the transaction evidenced by such Appendix through the date of such event and (ii) as additional rental payments to the Lessor on each succeeding rental payment date such amount as will maintain such after-tax yield to the Lessor.

14. Assignment

This Lease, the Appendices, and the obligations of Lessees to make payments thereunder, may not be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or sub-assignees by Lessor, except upon the written consent of the Department of Administration and the appropriate Lessee, which consent will not be unreasonably withheld or delayed. Further, Lessor hereby covenants not to sell or offer to sell this Lease through, nor shall this Lease be sold through, (1) a certificate of participation program, whereby two or more interests are created in the Lease, the Equipment or the lease payments; or (2) other similar instruments, agreements, securitizations and obligations through a pool, trust, limited partnership, or other entity, except with the express written consent of Lessee.

To request consent to assign Lessor's interest herein, in whole or in part, Lessor will cause a written request to assign to be sent to the Department of Administration and the appropriate Lessee, requesting approval. Upon submission of the request, Lessor shall provide the Department of Administration and the Lessee with a duplicate original counterpart of the documents effectuating the assignment, or a written notice signed by both Lessor and the assignee confirming the assignment of Lessor's interest in one or more Appendices, the name and address of the assignee, and stating that assignee accepts the assignment under the terms and conditions of this Lease. Any assignment documents or other instruments of sale must also be approved as to form by the Attorney General.

Upon receipt of a request to assign, the Department of Administration will notify Lessor in writing of its decision. In the event the Department of Administration approves the request to assign, the Department of Administration shall (i) acknowledge its approval in writing to Lessor, and (ii) record the assignment in its book entry system as that term is defined in the Internal Revenue Code of 1986, as amended. Upon assignment of a Lessee's interest herein, such Lessee will cause written notice of such assignment to be sent to Lessor disclosing the name and address of an assignee. No further action will be required by Lessor or by Lessee to evidence an assignment.

Lessees agree to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, set-off or counterclaim whatsoever, whether arising from a breach of the purchase order for the Equipment or otherwise, that such Lessee may from time to time have against any provider of the Equipment. Lessees agree to execute all documents, including notices of assignment, chattel mortgages or financing statements, which may be reasonably requested by Lessor or assignee to protect its interests in the Equipment and in this Lease.

During the term of this Lease, the Lessees shall each keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. The Lessees may require the person requesting any transfer to reimburse them for any tax or other governmental charge payable in connection therewith.

This Lease and the interest of the Lessees in the Equipment may not be sold, assigned or encumbered by any Lessee without the prior written consent of Lessor, except that each Lessee shall have the right to transfer or lease the Equipment, in whole or in part, to other agencies or the State of West Virginia for governmental use only. Any such transfer or lease of the Equipment shall not diminish Lessee's obligations to make payments under this Lease.

15. Indemnification

The laws and Constitution of West Virginia prohibit the Lessees from protecting, holding harmless or indemnifying Lessor from and against any liability, obligations, losses, claims or damages whatsoever. Therefore, the Lessees only agree to be responsible for their own actions under this Lease.

16. Personal Property

The Equipment is and shall at all times during the lease term be and remain personal property.

17. Option to Purchase

Lessees shall be entitled to purchase the Equipment as follows:

- (a) Upon payment of all lease and other payments required under an Appendix; or
- (b) Upon written notice delivered to Lessor by the appropriate Lessee at least thirty (30) days before the proposed date for payment, and upon the payment on such date of the purchase option price for that Appendix.

As used herein, "purchase option price" means the amount equal to the outstanding principal, as set forth in the payment schedule, plus any unpaid interest that has accrued on such principal to the date of payment of the purchase option price, provided that any other sum due under this Lease has or is being paid, payable at the option of Lessee for the purpose of purchasing the Equipment.

A Lessee may, at Lessee's option, make partial prepayments of a portion of the purchase option price upon written notice delivered at least thirty (30) days in advance of the proposed date for payment and upon payment on such date of the partial prepayment, being an amount equal to a portion of the outstanding principal set forth in the payment schedule and any unpaid interest that has accrued on such portion of the outstanding principal to the date of payment of the partial prepayment. As provided herein, if any portion of the Equipment is not accepted or

the cost of the Equipment is less than the funding under an Appendix, then the amount of the funding remaining shall be applied as a partial prepayment toward that Appendix.

A revised payment schedule reflecting all partial prepayments, consistent with the financing structure contemplated herein, to reflect such partial prepayment shall be attached to the related Appendix as a change order to the Appendix. Partial prepayments shall entitle Lessee to a release of any security interest on the item(s) of Equipment which have been prepaid in full.

18. Event of Default

The following constitute an "Event of Default" under this Lease:

- (a) Failure by a Lessee to pay any lease payment or other payment required to be paid under an Appendix within forty-five (45) days of when due; or
- (b) Failure by a Lessee to maintain insurance on the Equipment in accordance with this Lease; or
- (c) Failure by a Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed for a period of thirty (30) days after written notice is given to the Lessee by Lessor, specifying such failure and requesting that it be remedied, provided that if the failure stated in such notice cannot be corrected within such thirty (30) day period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or
- (d) Initiation by or against a Lessee of a proceeding under any federal or state bankruptcy or insolvency laws.

An Event of Non-appropriation shall not be deemed an Event of Default. Furthermore, a default under one Appendix shall not be deemed an Event of Default under any other Appendix.

19. Remedies on Default

Upon the occurrence of an Event of Default as specified in this Lease, Lessor shall provide written notification of default which that Lessee must remedy within thirty (30) days from the date of notice of default, or Lessor shall have the right, at its option, without any further demand or notice, to pursue any one or more of the following remedial steps:

- (a) Terminate this Lease and retake possession of the Equipment and sell, lease, sublease or make other disposition of the Equipment in a reasonable and commercial manner;
- (b) Declare an amount equal to all payments due during the fiscal year in which the default occurred to be immediately due and payable, whereupon the same shall become immediately due and payable; or
- (c) Proceed by appropriate court action to enforce performance by the Lessee of the applicable covenants of this Lease or to recover for the breach thereof.

All of Lessee's right, title, and interest in any Equipment the possession of which is retaken by Lessor upon the occurrence of an Event of Default shall terminate immediately upon such repossession. Lessee agrees to return the Equipment to Lessor, together with a release all of Lessee's title and interest therein. It is the intent of the parties hereto that any transfer of title to Lessor shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee agrees, nevertheless, to execute and deliver any such instruments as Lessor may reasonably request to evidence such transfer.

No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now hereafter existing at law or in equity.

20. Force Majeure

If by reason of force majeure, Lessor or a Lessee is unable, in whole or in part, to carry out its obligations under this Lease, other than payments of lease payments or other payments required hereunder, Lessor or Lessee, as the case may be, shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes; lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State of West Virginia or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

21. Escrow Agent

Lessor shall have the right to designate an entity to act as the Escrow Agent for the purpose of holding and administering special trust funds designated as Acquisition Funds for the benefit of Lessor and the appropriate Lessee. The appointment of Deutsche Bank National Trust Company as Escrow Agent is hereby acknowledged.

In the case of Equipment purchased through an Acquisition Fund, Lessor shall deposit the amount specified in each Appendix in a separate Acquisition Fund. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon order of a representative of the appropriate Lessee in Qualified Investments, as hereinafter defined, maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. Such investments shall be held by the Escrow Agent in the appropriate Acquisition Fund, and any interest earned on such investments shall be deposited in that Acquisition Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment.

"Qualified Investments" means (a) direct general obligations of the United States of America; (b) obligations the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America; or (c) certificates of deposit, time deposits, or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided that such is insured by the Federal Deposit Insurance Corporation.

Moneys in each Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment specified in the appropriate Appendix. Payment shall be made from the appropriate Acquisition Fund for the cost of acquiring part or all of the Equipment upon presentation to the Escrow Agent of one or more Payment Request and Acceptance Certificates, properly executed by the appropriate Lessee and approved by Lessor, together with an invoice for the cost of the acquisition of the Equipment.

Each Acquisition Fund shall terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate designated "Final Acceptance Certificate" properly executed by that Lessee or a properly executed notice by the Lessee that no additional funds will be needed from that Acquisition Fund, or (b) the presentation of written notification by Lessor, or an assignee or sub-assignee of all of Lessor's interest in this Lease or an Agent on their behalf, that an Event of Default or Non-appropriation has occurred with respect to the appropriate Appendix or that such Lessee has terminated the Lease. Upon termination as described in clause (a) of this paragraph, any amount remaining in that Acquisition Fund shall be used to prepay the principal component of Rental Payments for that Appendix, unless otherwise directed by Lessor and Lessee, and the Payment Schedule shall be revised accordingly. Upon termination as described in clause (b) of this paragraph, any amount remaining in that Acquisition Fund shall be immediately paid to Lessor or, pro rata, to any assignee or sub-assignees of Lessor.

The Escrow Agent may resign by giving at least 30 days' written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligation as Escrow Agent under this Lease, and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Lease to such successor Escrow Agent.

The Escrow Agent shall incur no liability to make any disbursements except from funds held in the appropriate Acquisition Fund. The Escrow Agent makes no representations or warranties as to the title to any Equipment or as to the performance of any obligations of Lessor or Lessee. In executing this Lease, the Escrow Agent agrees to be bound by the provisions of this Section.

22. Renewal

Upon written mutual agreement of the parties, this Lease may be renewed under the same terms and conditions for a maximum of two (2) additional terms of one (1) year each. A written

renewal notice, as initiated by either party evidencing the intent to renew the Lease, shall be provided to the other party at least ninety (90) days prior to the expiration of the current term of the Lease. If no renewal notice is provided to one party by the other party prior to expiration, this Lease will terminate on the expiration date.

23. Notices

All notices to be given under this Lease shall be made in writing and mailed to the other party at its address set forth in the appropriate Appendix or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

24. Binding Effect

This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessees and their respective successors and assigns.

25. Severability

In the event any provision of this Lease shall be held invalid, prohibited, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

26. Amendments

All amendments, modifications, alterations, or changes to this Lease shall be in writing and signed by both parties.

27. Execution in Counterparts

This Lease may be executed in several counterparts. The parties hereto agree that multiple originals of this Lease have been executed.

28. Section Headings

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

29. Governing Law

This Lease shall be governed by and construed in accordance with the laws of the State of West Virginia.

30. Delivery of Related Documents

Upon the request of the Lessor, a Lessee will provide all documentation reasonably requested by the Lessor, including, without limitation, (i) annual audited financial statements within 270 days of Lessee's fiscal year end; (ii) Lessee's annual budget for the following fiscal year when approved; and (iii) such other financial statements and information as Lessor may reasonably request. In the event an Internal Revenue Service Form 8038-G or 8038-GC needs to be filed in connection with this transaction, Lessee shall prepare and file such form. A copy of the form filed will be sent to Lessor for its records.

31. Entire Agreement; Waiver

This Lease, together with the Request for Quotations No. FAR120000 ("RFQ") dated April 4, 2012 and Addendum No. 1 thereto, purchase order(s) and other attachments hereto, and other documents or instruments executed by Lessor, Purchasing and Lessees in connection herewith, constitute the entire agreement between the parties with respect to the Equipment. The waiver by one party of any breach of any term, covenant, or condition hereto must be in writing and shall not operate as a waiver of any subsequent breach thereof.

WITNESS THE FOLLOWING SIGNATURES:

LESSOR:
BANC OF AMERICA PUBLIC
CAPITAL CORP

BY: Bridgett Arnold
Bridgett Arnold
TITLE: Authorized Agent

PURCHASING DIVISION,
DEPARTMENT OF ADMINISTRATION,
STATE OF WEST VIRGINIA

BY: [Signature]
TITLE: DIRECTOR

ESCROW AGENT: DEUTSCHE BANK
NATIONAL TRUST COMPANY

BY: _____
TITLE: _____
BY: _____
TITLE: _____

APPROVED AS TO FORM THIS
1st day of August, 2012

BY: [Signature]
TITLE: DEPUTY ATTORNEY GENERAL

30. Delivery of Related Documents

Upon the request of the Lessor, a Lessee will provide all documentation reasonably requested by the Lessor, including, without limitation, (i) annual audited financial statements within 270 days of Lessee's fiscal year end; (ii) Lessee's annual budget for the following fiscal year when approved; and (iii) such other financial statements and information as Lessor may reasonably request. In the event an Internal Revenue Service Form 8038-G or 8038-GC needs to be filed in connection with this transaction, Lessee shall prepare and file such form. A copy of the form filed will be sent to Lessor for its records.

31. Entire Agreement; Waiver

This Lease, together with the Request for Quotations No. FAR120000 ("RFQ") dated April 4, 2012 and Addendum No. 1 thereto, purchase order(s) and other attachments hereto, and other documents or instruments executed by Lessor, Purchasing and Lessees in connection herewith, constitute the entire agreement between the parties with respect to the Equipment. The waiver by one party of any breach of any term, covenant, or condition hereto must be in writing and shall not operate as a waiver of any subsequent breach thereof.

WITNESS THE FOLLOWING SIGNATURES:

LESSOR:
BANC OF AMERICA PUBLIC
CAPITAL CORP

PURCHASING DIVISION,
DEPARTMENT OF ADMINISTRATION,
STATE OF WEST VIRGINIA

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ESCROW AGENT: DEUTSCHE BANK
NATIONAL TRUST COMPANY

APPROVED AS TO FORM THIS
_____ day of _____, 20_____

BY: Jane Snyder
Jane Snyder
Vice President

BY: [Signature]
TITLE: DEPUTY ATTORNEY GENERAL

BY: [Signature]
TITLE: Associate

List of Potential Closing Documents for this Master Lease:

- Lessee's Incumbency Certificate
- Lessor's Incumbency Certificate
- Notice and Consent to Assignment, if necessary
- Opinion of Counsel Letter

Appendices (and Attachments to Appendices):

- Counterpart No. 1 – Lessor's Original
- Counterpart No. 2 – Lessee's Copy
- Equipment Schedule (Copies of Purchase Orders)
- Payment Schedule
- Certificate of Essential Use
- Acceptance Certificate and Request for Payment
- Tax Compliance Agreement and No Arbitrage Certificate with Exhibit A
- Instruments of title to Equipment, if necessary (MSOs, etc.)
- IRS Form 8038G, or 8038-GC
- Sales Tax Exemption, if necessary
- Opinion of Lessee's Counsel

STATE OF WEST VIRGINIA - SIGNATURE SHEET

TO: DIRECTOR OF THE STATE BUDGET OFFICE - DEPT. OF REVENUE
 CHIEF CLERK - STATE AUDITOR'S OFFICE

I HEREBY AUTHORIZE DAVID TINCHER, WHOSE SIGNATURE
 IS AFFIXED BELOW, TO SIGN THE DOCUMENTS LISTED BELOW ON MY BEHALF FOR THE
 FOLLOWING ORGANIZATIONS FOR THE DEPT OF ADMINISTRATION

*ELECTRONIC APPROVAL# 6595371 REQUESTED EFFECTIVE DATE: 02-24-2012

ADJUSTING ENTRIES	0213	PURCHASING DIVISION OF
	0214	SURPLUS PROPERTY
	0215	TRAVEL MANAGEMENT
BUDGET DOCUMENTS	0213	PURCHASING DIVISION OF
	0214	SURPLUS PROPERTY
	0215	TRAVEL MANAGEMENT
CONTRACTS	0200	DEPT OF ADMINISTRATION
EXPENDITURES	0213	PURCHASING DIVISION OF
	0214	SURPLUS PROPERTY
	0215	TRAVEL MANAGEMENT
IGT	0213	PURCHASING DIVISION OF
	0214	SURPLUS PROPERTY
	0215	TRAVEL MANAGEMENT
INVESTMENTS	0213	PURCHASING DIVISION OF
	0214	SURPLUS PROPERTY
	0215	TRAVEL MANAGEMENT
ORIGINAL INVOICE CERTIFICATION	0213	PURCHASING DIVISION OF
	0214	SURPLUS PROPERTY
	0215	TRAVEL MANAGEMENT
PERSONNEL ACTION FORMS: WV-11S	0213	PURCHASING DIVISION OF
	0214	SURPLUS PROPERTY
	0215	TRAVEL MANAGEMENT
REVENUE REFUNDS	0213	PURCHASING DIVISION OF
	0214	SURPLUS PROPERTY
	0215	TRAVEL MANAGEMENT
WVFIMS PURCHASE ORDERS	0200	DEPT OF ADMINISTRATION
RECEIVERS	0213	PURCHASING DIVISION OF
	0214	SURPLUS PROPERTY
	0215	TRAVEL MANAGEMENT

STATE OF W.V. SIGNATURE SHEET AUTHORIZING: DAVID TINCHER

EMPLOYEE SIGNATURE	<u><i>David Tinch</i></u>	DIRECTOR		
		TITLE		<u><i>2/24/12</i></u> DATE
APPOINTING AUTHORITY SIGNATURE	<u><i>Pascere Taylor</i></u>	Acting Cabinet Secretary		<u><i>2/27/12</i></u> DATE
APPOINTING AUTHORITY (PRINT NAME)	<u>Pascere Taylor</u>	TITLE		

NOTIFY PROPER OFFICIAL IMMEDIATELY AS TO REVOCATION OF OR CHANGE IN THIS AUTHORIZATION.

*ISC USER ID NUMBER ONLY FOR INDIVIDUALS WITH ELECTRONIC AUTHORIZATION


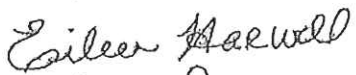

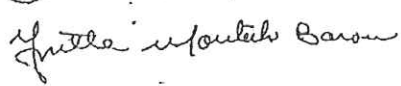
**SECRETARY'S CERTIFICATE OF
BANC OF AMERICA PUBLIC CAPITAL CORP**

The undersigned, Sara L. Fitch, the Secretary of BANC OF AMERICA PUBLIC CAPITAL CORP ("BAPCC"), a corporation organized and existing under and by virtue of the laws of the State of Kansas, does hereby certify that:

1. The following is a true and complete copy of an excerpt from the BAPCC Agency Agreement (the "Agreement") between BAPCC and Bank of America, National Association ("BANA") dated July 1, 2008, and the same is in full force and effect as of the date hereof:

Each Authorized Agent has full power and authority to act alone on behalf of Banc of America Public Capital Corp to do and perform all acts and things, and to execute and deliver all documents, agreements, instruments and certificates of every kind and nature on behalf of Banc of America Public Capital Corp, including but not limited to one or more agreements, leases, indentures, mortgages, deeds, conveyances, transfers, contracts, checks, notes, drafts, loan documents, letters of credit, guarantees, master agreements, swap agreements, security and pledge agreements, guarantees of signatures, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, powers of attorney and any future modification(s) or amendments thereof, which such execution and delivery to be conclusive evidence that such actions have been duly and specifically authorized and approved by the governing body and appropriate officials of Banc of America Public Capital Corp.

2. The following persons have been duly appointed as authorized agents of BAPCC and the signatures set forth opposite their names are the original or a facsimile of the genuine signatures of such persons:

Bridgett T. Arnold	
Eileen U. Harwell	
Tessie G. Panganiban	
Yvette Montalvo-Baron	

IN WITNESS WHEREOF, I have hereto set my hand on this 31st day of July, 2012.



Sara L. Fitch
Secretary

BANC OF AMERICA PUBLIC CAPITAL CORP



STATE OF WEST VIRGINIA
OFFICE OF THE ATTORNEY GENERAL
CHARLESTON 25305

DARRELL V. McGRAW, JR.
ATTORNEY GENERAL

(304) 558-2021
FAX: (304) 558-0140

August 1, 2012

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

RE: Master Lease Purchase Financing Agreement

Gentlemen:

As counsel for the Purchasing Division of the Department of Administration of the State of West Virginia ("Purchasing"), I have examined duly executed originals of the Master Lease Purchase Financing Agreement ("Lease") dated July 9, 2012, between Purchasing 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. The Lease has been duly authorized, executed and delivered by Purchasing and is a legal, valid, and binding obligation, enforceable in accordance with its terms.
2. 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 Lease.
3. The signatures of the officials of Purchasing as they appear on the Lease are true and genuine. I know said officials and know them to hold the positions set forth below their names.
4. 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 cursive script that reads "Dawn E. Warfield".

DAWN E. WARFIELD
DEPUTY ATTORNEY GENERAL

**MASTER LEASE PURCHASE FINANCING AGREEMENT
PURCHASE ORDER _____
APPENDIX # _____**

THIS APPENDIX ("Appendix"), made this _____ day of _____ 20____, by and between Banc of America Public Capital Corp, ("Lessor") and the _____, ("Lessee"), to that MASTER LEASE PURCHASE FINANCING AGREEMENT ("Lease") dated July 9, 2012, 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 _____ 20____, 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 \$_____ 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: _____

BY: _____ BY: _____

TITLE: _____ TITLE: _____

APPROVED: _____
 WV Department of Administration

Counterpart No. 1 - Lessor's Original

**MASTER LEASE PURCHASE FINANCING AGREEMENT
PURCHASE ORDER _____
APPENDIX # _____**

THIS APPENDIX ("Appendix"), made this _____ day of _____ 20____, by and between Banc of America Public Capital Corp, ("Lessor") and the _____, ("Lessee"), to that MASTER LEASE PURCHASE FINANCING AGREEMENT ("Lease") dated July 9, 2012, 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:

6. This Appendix is made a part of the Lease and hereby attached thereto and the terms and conditions of the Lease control this Appendix.
7. The term of this Appendix shall commence _____ 20____, and shall terminate in accordance with the Lease.
8. The Equipment financed by Lessor is listed in the attached Equipment Schedule.
9. Payments shall be made by Lessee in accordance with the attached Payment Schedule and the Lease.
10. Funds in the amount of \$_____ 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: _____

BY: _____ BY: _____

TITLE: _____ TITLE: _____

APPROVED: _____
Department of Administration

Counterpart No. 2 - Lessee's Copy

EQUIPMENT SCHEDULE TO APPENDIX NO. ____

See Attached Purchase Orders

CERTIFICATE OF ESSENTIAL USE

THE UNDERSIGNED, _____ of the State of West Virginia, on behalf of the named Lessee in that certain APPENDIX to the Lease Purchase Financing Agreement ("Appendix") dated _____, 20____, 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 _____.

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 the _____.

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 _____ day of _____, 20____.

LESSEE _____

ACCEPTANCE CERTIFICATE AND REQUEST FOR PAYMENT

APPENDIX NO. _____

The Lessee, _____, hereby accepts the Equipment described below and requests the Lessor, Banc of America Public Capital Corp, to pay to the person or corporation designated below as Payee, the sum set forth below in payment of the acquisition and installation costs of the Equipment in accordance with the Appendix issued to that Lease between Lessor and the Purchasing Division, Department of Administration of the State of West Virginia, on behalf of Lessee, dated _____, 20____. The amount shown below is due and payable under the invoice of the Payee with respect to the Equipment and has not formed the basis of any prior request for payment. This Certificate is based upon facts, circumstances, estimates and expectations of Lessee as of the date on which the Appendix was executed, and to the best of my knowledge and belief, as of this date, such facts, circumstances and estimates are true and correct and such expectations are reasonable.

PAYEE:

AMOUNT: \$

DESCRIPTION OF EQUIPMENT: See Attached

DATED:

LESSEE:

BY: _____

NAME: _____

TITLE: _____

LESSOR: Banc of America Public Capital Corp

BY: _____

NAME: _____

TITLE: _____

**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 as of July __, 2012, (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. _____ and related documents (consisting of a Payment Schedule, Equipment Schedule to Appendix No. _____, Certificate of Essential Use, and Opinion of Lessee’s Counsel), all dated as of _____, 20____, and constituting Appendix No. _____ under the Lease (collectively, the “Appendix”), Purchasing and the 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 \$ _____ (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 Purchasing and the 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 Purchasing on behalf of Purchasing as an officer of Purchasing, and 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 Purchasing and 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 Neither Purchasing nor the Lessee has 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 Purchasing or the Lessee by the Internal Revenue Service because a certification made by Purchasing or 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 \$ _____, \$ _____ 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 \$ _____, 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 Purchasing Division of the Department of Administration of the State of West Virginia and the Lessee named below, as of the _____ day of _____, 20__.

ATTEST:

STATE OF WEST VIRGINIA,
Purchasing Division of the Department
of Administration

By: _____

ATTEST:

Lessee:

By: _____

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 July __, 2012 (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. ____ under the Lease (the "Appendix"), which Appendix relates to the financing of \$ _____ of Equipment and was executed and delivered by _____, 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 \$ _____. 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 \$ _____.

IN WITNESS WHEREOF, this Certificate is executed on behalf of the Lessor as of the _____ day of _____, 20__.

ATTEST/WITNESS:

LESSOR: Banc of America Public Capital Corp

By: _____

OPINION OF LESSEE'S COUNSEL (FOR EACH APPENDIX)
(Attorney General Letterhead)

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

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

Gentlemen:

As counsel for _____, 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 _____, 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,

DAWN E. WARFIELD
DEPUTY ATTORNEY GENERAL

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable, and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **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.
15. **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>.
16. **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, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, 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.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to 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 vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.