

NON-APPROPRIATION ADDENDUM TO LEASE NO.

003-0074871-000/002

BETWEEN

Wells Fargo Financial Leasing, Inc.

AS "LESSOR"

AND

COUNTY OF KITTITAS COUNTY

AS "LESSEE"

DATE OF LEASE: 11/4/14

If Lessee requests from its legislative body of funding authority funds to be paid to Lessor under this Lease and,

1. Notwithstanding the making of such request in accordance with appropriate procedures, such legislative body or funding authority does not appropriate funds to be paid to Lessor in the next occurring renewal term; and
2. Such non-appropriation did not result from any act or failure to act of Lessee; and
3. Lessee has exhausted all funds legally available for obligations under the Lease; and
4. There is no other legal procedure by which payment can be made to Lessor; then

Lessee may, upon prior written notice to Lessor effective 60 days after the giving of such notice or upon the exhaustion of the funding authorized for the then current appropriation period, whichever is later, return the equipment to Lessor at Lessee's expense and thereupon be released from its obligation to make any further rental payments to Lessor, provided:

- (a) Lessor has received a written opinion from Lessee's counsel verifying items 1 through 4 above; and
- (b) the equipment is returned to lessor in compliance with the terms of the Lease; and
- (c) the notice is accompanied by payment of all amounts then due to Lessor under this Lease; and
- (d) Lessee does not directly or indirectly purchase, lease or in any way acquire any services or equipment which in whole or part are essentially the same services or equipment supplied or provided hereunder, for the balance of the appropriation period following Lessee's exercise of its termination rights provided herein and also for the next following appropriation period.

Lessor's remedies following such termination shall be to retain all sums paid hereunder by Lessee including any advance rental payments and security deposit, take possession of the equipment, and/or sell, dispose of, hold, use or lease the equipment as Lessor in its sole discretion may desire, without any duty to account to Lessee.

Lessee agrees that the terms and conditions of this Lease and this Addendum conform with the terms and conditions of any purchase order, bid or other specifications issued regarding the equipment covered by the Lease or, if they do not conform, that the terms and conditions of this Lease and this Addendum shall prevail over any conflicting terms of a purchase order bid or other specifications. Lessee verifies that the Lease is a valid and binding obligation of the Lessee and that Lessee has consulted with its legal counsel and confirmed that the terms of the Lease are not violative of any applicable state or federal law.

This Addendum is hereby made a part of and incorporated into the Lease referred to above as of this November Day 4 of 20 14.

KITTITAS COUNTY

(Lessee)

By

Title BOCC CHAIRMAN

12/10/14

Wells Fargo Financial Leasing, Inc.

(Lessor)

By

Title

ECFA