

ADDENDUM TO LEASE AGREEMENT

THIS AGREEMENT is made and entered into on this 3rd day of August, 2007, by and between the **City of Celina**, an un-chartered municipality, 426 W. Market Street, Celina, Ohio 45822 (hereinafter "City") and the **RG Sound and Communications, Inc.**, an Ohio corporation, 1701 Industrial Drive, Celina, Ohio 45822 (hereinafter "RG Sound").

WITNESSETH:

WHEREAS, the City owns a certain of real property located in the Southwest Quarter of the Northeast Quarter of Section thirty-six (36), Township Five (5) South, Range Two (2) East, in the City of Celina, County of Mercer, and State of Ohio; and

WHEREAS, the City and RG Sound have entered into a twenty year lease agreement for this property dated September 8, 1998 wherein RG agreed to pay rent on the property in the amount of Three Thousand, Eight Hundred and No/100 Dollars (\$3,800.00) per year in quarterly installments; and

WHEREAS, the City and RG Sound have entered into an agreement whereas the City rents sound equipment from RG, for use at various public events held at Lake Shore Park, for the sum of Seven Hundred and No/100 Dollars (\$700.00) per month for three months, for a total of Two Thousand and One Hundred and No/100 Dollars (\$2,100.00) per year; and

WHEREAS, the parties agree to apply the cost of renting the sound equipment directly to the annual cost of leasing the real property and set this agreement in writing pursuant to Paragraph Thirteen (13) of the Lease dated September 8, 1998.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, IT IS AGREED AS FOLLOWS:

1. The Lease dated September 8, 1998 by and between the City and RG Sound shall remain in full force and effect.
2. In lieu of accepting cash payment due RG Sound from the City for rental of sound equipment, the rent for the real property as described in the Lease dated September 8, 1998 shall be reduced by the amount due and owing RG by the City, that being Two Thousand and One Hundred and No/100 Dollars (\$2,100.00), leaving a balance of rent due in the year 2007, from RG Sound to the City of Celina, Ohio, in the amount of One Thousand Seven Hundred and No/100 Dollars (1,700.00).
3. The City acknowledges RG has already paid the sum of Nine Hundred and Fifty and No/100 Dollars (\$950.00) in rent for the year 2007, leaving a balance due of Seven Hundred and Fifty and No/100 (\$750.00) due in rent for the year 2007, pursuant to the Lease dated September 8, 1998. RG Sound agrees to pay that rent on or before December 31, 2007.

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IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

Karen E. Saas
Witness -
Jina Freeman
Witness -

RG Sound and Communications, Inc.

Andy Godwin
By: Andy Godwin, President

Karen E. Saas
Witness -
Jina Freeman
Witness -

The City of Celina:
Jeffrey S. Hazel
By: Jeffrey S. Hazel
Safety/Service Director

Approved as to Form:
Kevin M. McKirnan
Kevin M. McKirnan
City Law Director

STATE OF OHIO, COUNTY OF MERCER, SS:



Sworn to before me and subscribed in my presence by RG Sound and Communications, Inc. President: Andy Godwin, on this 3 day of August, 2007.

Lucinda Grier
Notary Public

STATE OF OHIO, COUNTY OF MERCER, SS:

Sworn to before me and subscribed in my presence by the City of Celina, by Safety Service Director Jeffrey S. Hazel, on this 3 day of August, 2007.



LUCINDA GRIER
Notary Public - State of Ohio
commission expires May 7, 2012
Recorded in Mercer County

Lucinda Grier
Notary Public