

EXHIBIT “C”

SECOND AMENDMENT TO COMMERCIAL LEASE

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THIS AMENDMENT TO COMMERCIAL LEASE ("Lease Amendment") is made this ⁴26 day of March, 2002, by and between TRIPLE R ASSOCIATES, LTD., A FLORIDA LIMITED PARTNERSHIP ("Landlord"), and SETLA, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY ("Tenant").

WHEREAS, Landlord and Tenant entered into that certain Commercial Lease dated October 15, 2001 (the "Lease") with respect to certain premises located in the State of Ohio;

WHEREAS, the Lease was amended by that certain Amendment to Commercial Lease dated February 6, 2002 (the "First Amendment");

WHEREAS, due to scrivener's error, **Section 2** (amending and restating **Section 4.1.1** of the Lease) and **Section 3** (amending and restating **Section 4.1.2** of the Lease) of the First Amendment incorrectly state the amount of rent due under the Lease; and

WHEREAS, Landlord and Tenant wish to modify and correct the terms under the Lease.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and in the Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. **Section 4.1.1** of the Lease is amended and restated as follows:

4.1.1. As Base Rent for the Premises during the first sixty (60) months of the Initial Term of this Lease, Tenant shall pay to Landlord the sum of **Seven Hundred Twenty-One Thousand and 00/100 Dollars (\$721,000.00)** per annum, payable in advance in monthly installments of **Sixty Thousand Eighty-Three and 33/100 Dollars (\$60,083.33)**, plus all sales taxes from time to time imposed by any governmental authority, if any, in connection with rents paid by Tenant under this Lease.

As Base Rent for the Premises during the second sixty (60) months of the Initial Term of this Lease, Tenant shall pay to Landlord the sum of **Eight Hundred Seventy-Five Thousand Five Hundred and 00/100 Dollars (\$875,500.00)** per annum, payable in advance in monthly installments of **Seventy-Two Thousand Nine Hundred Fifty-Eight and 33/100 Dollars (\$72,958.33)**, plus all sales taxes from time to time imposed by any governmental authority, if any, in connection with rents paid by Tenant under this Lease.

As Base Rent for the Premises during the third sixty (60) months of the Initial Term of this Lease, Tenant shall pay to Landlord the sum of **One Million Thirty Thousand and 00/100 Dollars (\$1,030,000.00)** per annum, payable in advance in monthly installments of **Eighty-Five Thousand Eight Hundred Thirty-Three and 33/100 Dollars (\$85,833.33)**, plus all sales taxes from time to time imposed by any governmental authority, if any, in connection with rents paid by Tenant under this Lease.

3. **Section 4.1.2** of the Lease is amended and restated as follows:

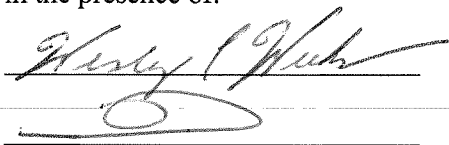
4.1.2. Provided Tenant validly exercises the first renewal option term of the Lease pursuant to **Section 3**, hereinabove, and for the remainder of said option term, if any, the Base Rent shall increase to **One Million One Hundred Thirty-Three Thousand and 00/100 Dollars (\$1,133,000.00)**, payable in advance in monthly installments of **Ninety-Four Thousand Four Hundred Sixteen and 67/100 Dollars (\$94,416.67)**, plus all sales taxes from time to time imposed by any governmental authority, if any, in connection with rents paid by Tenant under this Lease. Provided Tenant validly exercises the second renewal option term pursuant




to Section 3, hereinabove, and for the remainder of said option term, if any, the Base Rent shall increase to **One Million Two Hundred Forty-Six Thousand Three Hundred and 00/100 Dollars (\$1,246,300.00)**, payable in advance in monthly installments of **One Hundred Three Thousand Eight Hundred Fifty-Eight and 33/100 cents (\$103,858.33)**, plus all sales taxes from time to time imposed by any governmental authority, if any, in connection with rents paid by Tenant under this Lease.

IN WITNESS WHEREOF, this Second Amendment to Commercial Lease has been executed by the parties hereto on the day and year first above written.

Signed, Sealed and Delivered
in the presence of:



LANDLORD:
Triple R Associates, Ltd., a Florida limited partnership
By: JJR Investment Corp., a Florida corporation, its General Partner

By: 
Name: Jeff Roschma
Title: President
Dated: 3/20/02

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 20 day of March, 2002 by Jeffrey S. Roschma, as the President of JJR Investment Corp., a Florida corporation, general partner of Triple R Associates, Ltd., on behalf of said limited liability company. He is personally known to me or has produced a driver's license as identification.

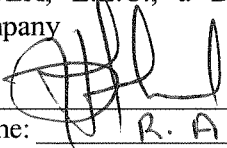
Print or Stamp Name: **MARY PAT HEVENER**
Notary Public, State of Florida at Large
Commission No.: DD 069941
My Commission Expires: March 3, 2006

[EXECUTIONS CONTINUE ON FOLLOWING PAGE]





TENANT:
 SETLA, L.L.C., a Delaware limited liability
 company

By: 
 Name: R. ALROD
 Title: Managing Member
 Dated: MARCH 26TH, 2002

STATE OF FL)
) SS:
 COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 26 day of March, 2002 by R. Alrod, as the Managing Member of SETLA, L.L.C., a Delaware limited liability company on behalf of said corporation. He is personally known to me or has produced a driver's license as identification.

Print or Stamp Name: Cynthia Jean Cruse
 Notary Public, State of Florida at Large
 Commission No.: CC 803120
 My Commission Expires: May 17, 2003

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