This Amendment No. 1 ("Amendment"), is effective March 01, 2013, or the last date signed by both parties, to the Boat Motors No. 120-440-08-1, effective between the State of Florida, Department of Management Services ("Department" or "Customer") and ("Contractor"). Department and Contractor are collectively referred to herein as the “Parties.” All capitalized terms used herein shall have the meaning assigned to them in the Agreement, unless otherwise defined herein.

WHEREAS the Contract was originally entered on February 12, 2008 with the Contractor for the provision of boat motors, and is scheduled to expire on February 28, 2013; and

WHEREAS upon mutual agreement, the Customer and the Contractor agree to amend the Contract, in accordance with section 4.42 Modification of Terms; and

WHEREAS the Contractor agrees that should a replacement contract be established for these products prior to the expiration of the renewed contract, the replacement contract shall supersede the renewed contract.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1.0 Contract Amendment. Pursuant to sections 4.26 and 5.2 of the State Term Contract, the State Term Contract No. 120-440-08-1 is renewed for a period of twelve months at the same terms and conditions, with a new contract expiration date of February 28, 2014.

2.0 Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

3.0 Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

4.0 Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

5.0 Reporting Requirements. Section 5.12, of Contract No. 120-440-08-1, is superseded and entirely replaced with the following:

5.12 Sales Summary and Transaction Fee Reports. Each Contractor shall submit a sales report on a Quarterly basis. Reporting periods coincide with the State Fiscal Year:
- Quarter 1 - (July-September)
- Quarter 2 - (October-December)
- Quarter 3 - (January-March)
- Quarter 4 - (April-June)
Each Quarterly Sales Report must be in Excel format and shall include:

- Contractor’s Name and contact information as required on the Department of Management Services “Contract Quarterly Report”
- Detail of time period covered by included data
- Total sales including detail of list price and contract price
- Transaction detail shall include the following:

<table>
<thead>
<tr>
<th>Part Number/SKU</th>
<th>Item / Service Name</th>
<th>MFG</th>
<th>Item Category</th>
<th>Item Subcategory</th>
<th>Product Description</th>
<th>Customer Name</th>
<th>NIGP Code</th>
<th>Florida Commodity Code</th>
<th>UOM</th>
<th>UOM Description</th>
<th>Volume Qty</th>
<th>Order Date</th>
<th>Date Delivered</th>
<th>Purchase Type</th>
<th>List Price</th>
<th>Contract Price</th>
<th>Additional Fields</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your product part number if applicable</td>
<td>Given name of Item or Service</td>
<td>Manufacturer, Publisher, Service Provider</td>
<td>Description of the product category, according to attached table</td>
<td>Additional grouping for item</td>
<td>Additional detail for item</td>
<td>State Agencies, Universities, Political Subdivisions, Other Eligible Users</td>
<td>National Institute of Government Procurement code</td>
<td>Florida Commodity Code</td>
<td>Unit of Measure</td>
<td>Description of unit of measure (see example)</td>
<td>Number of items/services purchased/provided</td>
<td>Order date</td>
<td>Delivered date to customer</td>
<td>Purchase Order, Payment Card, Other</td>
<td>List price (Market + fee contracts use market price)</td>
<td>Contracted price with state per contract terms</td>
<td>Any new information related to your company’s products/services</td>
</tr>
</tbody>
</table>

Failure to provide quarterly and annual sales reports, including no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) and/or contract year may result in the contract supplier being found in default and cancellation of the contract by the Department. Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this contract. Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed Contract Sales Summary forms by email to the Contract Manager.

Additionally, each Contractor is required to submit monthly Transaction Fee Reports in electronic format. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendors on the MyFloridaMarketPlace website (located at http://dms.myflorida.com/mfmp). Assistance is also available with the Transaction Fee Reporting System from the MyFloridaMarketPlace Customer Service Desk at
feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

6.0 Employment Verification. Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

7.0 Scrutinized Company List. In executing this contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

8.0 Preferred Pricing. The Contractor agrees to submit to the Department, at least annually, an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of form PUR 1000.

State of Florida,
Department of Management Services: Contractor:
By: __________________________
Name: __________________________
Chief Procurement Officer & Title: __________________________
Title: __________________________
Date: __________________________
Date: __________________________