

FIRST AMENDMENT TO
GRANT AWARD AGREEMENT
(Santa Rosa County – Project Lionheart/Project #209)

THIS FIRST AMENDMENT TO GRANT AWARD AGREEMENT (this “**Amendment**”) is made and entered into as of _____, 2021, by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“**Triumph**”), and the ”), and SANTA ROSA COUNTY, FLORIDA, acting by and through its Board of County Commissioners (“**Grantee**”).

WITNESSETH:

WHEREAS, Triumph and Grantee are parties to that certain Grant Award Agreement dated October 12, 2020 (the “**Agreement**”). All capitalized terms herein shall have the meanings set forth in the Agreement; and

WHEREAS, Grantee has requested that certain amendments be made to the Agreement; and

WHEREAS, Triumph is agreeable to certain amendments to the Agreement as described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Triumph and Grantee hereby agree as follows:

1. **Amendment to Sections 8.3.** Sections 8.3 is hereby amended to read in its entirety as follows:

“8.3 **Performance Metrics.** In the event Grantee fails to timely achieve the following performance metrics (the “**Performance Metrics**”), then in accordance with Section 8.4 below Grantee shall upon written demand by Triumph repay to Triumph all portions of Grant theretofore funded to and received by Grantee:

- (a) **Performance Metric #1:** As of the Ramp-up Date (as defined below), notless than 100 New Jobs (as defined below) shall have been created and exist at the Park. As used herein, the term “**Ramp-up Date**” shall mean the date which is four (4) years after the Commencement Date (as defined below). As used herein, “**Commencement Date**” shall mean the date which is the earlier to occur of (i) the date on which the Project is completed, or (ii) the date which is three (3) years from the date of this Agreement. As used herein a “**New Job**” shall mean a full- time equivalent (FTE) job that qualifies under

the Florida Qualified Target Industry (QTI) Tax Refund Program, paying a wage that is at or above 115% of the Santa Rosa County average wage as of the Commencement Date (based on the EFI/DEO incentive wage chart) in one of Florida's Qualified Target Industries; and

(b) **Performance Metric #2:** The 100 New Jobs described in subparagraph (a) above are intended to be durable. Accordingly, during each consecutive one (1) year period after the Ramp-up Date, for a total of three (3) consecutive one (1) year periods, not less than 100 New Jobs shall be maintained at the Park.

The calculation of the number of New Jobs and the other Performance Metrics shall be made by Rick Harper or another similarly qualified economist or analyst selected by Triumph.

At any time and from time to time, upon written request by Triumph, Grantee shall within thirty (30) days of such request, deliver to Triumph such data, reports, payroll ledgers, state and federal payroll returns, financial statements and reporting, and other documents, instruments, and information, as well as its State of Florida employment reporting forms (collectively, "**Back-up Data**") as Triumph requires in order to determine whether Grantee achieved of any or all of the above Performance Metrics. Grantee's refusal or failure to timely provide any requested Back-up Data shall be deemed Grantee's failure to timely achieve all of the above Performance Metrics. Notwithstanding the foregoing, so long as Grantee is making diligent efforts to obtain the Back-up Data from third parties, the thirty (30) day deadline described above shall be reasonably extended with respect to any Back-up Data needed to be obtained from third parties."

2. **No Other Amendments.** Except as expressly provided above, the Agreement shall remain unmodified and in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment be executed as of the day and year first above written.

GRANTEE:

SANTA ROSA COUNTY, FLORIDA, acting
by and through its Board of County
Commissioners

By: _____

Print Name: _____

Title: _____

TRIUMPH:

TRIUMPH GULF COAST, INC., a
Florida not-for-profit corporation

By: _____

Print Name: _____

Title: Chairman

By: _____

Print Name: _____

Title: Treasurer

ATTEST:

By: _____

Print Name: _____

Title: Secretary