

FIRST AMENDMENT TO
GRANT AWARD AGREEMENT
(Northwest Florida State College/Project #216)

THIS FIRST AMENDMENT TO GRANT AWARD AGREEMENT (this “**Amendment**”) is made and entered into effective as of the Effective Date set forth on the signature page below, by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“**Triumph**”), and NORTHWEST FLORIDA STATE COLLEGE (“**Grantee**”).

WITNESSETH:

WHEREAS, Triumph and Grantee are parties to that certain Grant Award Agreement dated July 2, 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 such amendments 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 Section 5.2.** The first three sentences of Section 5.2 of the Agreement (commencing with “The total Project cost . . . “ and ending with “. . . solely responsible for such excess.”) are hereby deleted and replaced in their entirety with the following:

“The total cost of the Project is \$14,367,918, of which (i) Grantee shall pay \$7,303,253 toward the Project (the “**Matching Funds**”), and (ii) \$7,064,665 shall be provided by the Grant. The total estimated cost of the Project is based upon the Budget. To the extent that the actual cost of the Project exceeds \$14,367,918, Grantee shall be solely responsible for such excess.”

2. **Amendment to Budget.** The Budget attached as Exhibit “A” to the Agreement is hereby deleted and replaced with the Budget attached hereto as Exhibit “A” and incorporated herein. All references to the Budget in the Agreement shall hereafter mean and refer to the Budget attached hereto as Exhibit “A.”

3. **Amendment to Section 6(g).** Section 6(g) of the Agreement is hereby deleted and replaced in its entirety with the following:

“(g) **Matching Funds.** Grantee has on hand as its own funds of not less than \$7,303,253 for the Matching Funds, all dedicated to completion of the Project as contemplated in the Grant Application.”

4. **Amendment Exhibit “B”.** The form of Request for Funding of Grant attached as Exhibit “B” to the Agreement is hereby deleted and replaced with the form of Request for Funding of Grant attached hereto as Exhibit “B” and incorporated herein. All references to the form of Request for Funding of Grant in the Agreement shall hereafter mean and refer to the form of Request for Funding of Grant attached hereto as Exhibit “B.”

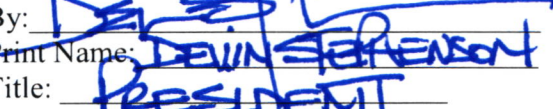
5. **No Other Amendments.** Except as expressly provided above, the Agreement shall remain unmodified and in full force and effect.

[signature page follows]

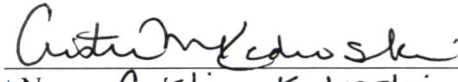
IN WITNESS WHEREOF, the parties hereto have caused this Amendment be executed as of the day and year first above written.

Grantee:

NORTHWEST FLORIDA STATE
COLLEGE

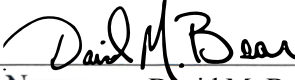
By: 
Print Name: DEVIN STEHENSON
Title: PRESIDENT

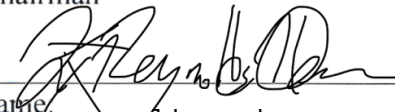
ATTEST:

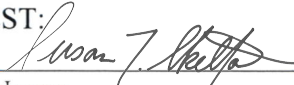
By: 
Print Name: Cristie Kedroski
Title: Senior Vice President

TRIUMPH:

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

By: 
Print Name: David M. Bear
Title: Chairman

By: 
Print Name: Reynolds Henderson
Title: Treasurer

ATTEST:
By: 
Print Name: Susan Skelton
Title: Secretary

Effective Date: April 7, 2023

A4895646.DOCX

EXHIBIT "A"

Budget

(see attached)

Exhibit A

#216, NWFSC Aviation Center of Excellence

Budget

Estimated construction start date if applicable

Estimated education component start date if applicable

	Personnel	Equipment/ Supplies/Constru ction	Operational/ Contractual	Total
Please change year # to actual year				
Project Total	14,367,918.00			
Calendar Year 2020	163,147.00	1,890,839.00	63,958.00	2,117,944.00
Calendar Year 2021	410,290.00	2,505,494.00	355,588.00	3,271,372.00
Calendar Year 2022	287,268.00	314,224.00	335,250.00	936,742.00
Calendar Year 2023	800,657.00	75,000.00	335,250.00	1,210,907.00
Calendar Year 2024	593,138.00	75,000.00	335,250.00	1,003,388.00
Calendar Year 2025	608,316.00	75,000.00	335,250.00	1,018,566.00
Calendar Year 2026	625,144.00	104,659.00	335,250.00	1,065,053.00
Calendar Year 2027	642,490.00	75,000.00	335,250.00	1,052,740.00
Calendar Year 2028	659,173.00	70,000.00	335,250.00	1,064,423.00
Calendar Year 2029	676,363.00	70,000.00	335,250.00	1,081,613.00
Calendar Year 2030	342,546.00	35,000.00	167,624.00	545,170.00
Project Total	5,808,532.00	5,290,216.00	3,269,170.00	14,367,918.00
Triumph				
Calendar Year 2020	163,147.00	1,890,839.00	55,875.00	2,109,861.00
Calendar Year 2021	410,290.00	1,999,000.00	275,963.00	2,685,253.00
Calendar Year 2022	287,268.00		335,250.00	622,518.00
Calendar Year 2023	287,880.00		168,463.00	456,343.00
Calendar Year 2024	296,569.00		92,235.00	388,804.00
Calendar Year 2025	304,158.00		17,607.00	321,765.00
Calendar Year 2026	312,572.00		167,549.00	480,121.00
Calendar Year 2027				-
Calendar Year 2028				-
Calendar Year 2029				-
Calendar Year 2030				-
Triumph Total	2,061,884.00	3,889,839.00	1,112,942.00	7,064,665.00
Grantee (NWFSC)				
Calendar Year 2020		-	8,083.00	8,083.00
Calendar Year 2021		506,494.00	79,625.00	586,119.00
Calendar Year 2022		314,224.00	-	314,224.00
Calendar Year 2023	512,777.00	75,000.00	166,787.00	754,564.00
Calendar Year 2024	296,569.00	75,000.00	243,015.00	614,584.00
Calendar Year 2025	304,158.00	75,000.00	317,643.00	696,801.00
Calendar Year 2026	312,572.00	104,659.00	167,701.00	584,932.00
Calendar Year 2027	642,490.00	75,000.00	335,250.00	1,052,740.00
Calendar Year 2028	659,173.00	70,000.00	335,250.00	1,064,423.00
Calendar Year 2029	676,363.00	70,000.00	335,250.00	1,081,613.00
Calendar Year 2030	342,546.00	35,000.00	167,624.00	545,170.00
Grantee Total	3,746,648.00	1,400,377.00	2,156,228.00	7,303,253.00

EXHIBIT "B"

Form of

Request for Funding of Grant

(NORTHWEST FLORIDA STATE COLLEGE (Project #216)

Budget Category: _____
Funding Request #: _____

Pursuant to Section 4.2 of that certain Grant Award Agreement dated July 2, 2020 (as amended to date, the "Agreement"), by and between Northwest Florida State College ("Grantee") and Triumph Gulf Coast, Inc., a Florida not-for-profit corporation ("Triumph"), Grantee hereby requests a funding from the Grant (as defined in the Agreement) as follows (all capitalized terms herein shall have the same meanings ascribed to them as set forth in the Agreement):

- 1. Invoices/Purchase Orders/Contracts/Salary to Grantee (List all that are the subject of this Request):

Materialman/Vendor/Grantee	Amount of Invoice
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total:	\$ _____

- 2. Amount of Grant Funding Requested Hereby:

\$ _____

- 3. (a) Amounts of Grant Previously Funded Under the Agreement: \$ _____

(b) Amounts of Funding Requested in Item 2 above: \$ _____

(c) Cumulative Amounts Funded from Grant if this request is approved (add (a) and (b) above): \$ _____

(d) Remaining Amount of Grant to be funded
\$7,064,665 minus the amounts in (c) above:

\$ _____

4. Attached hereto are (1) true, correct, and complete copies of the invoices referenced in Item 1 above, (2) photographs and/or reports evidencing the completion of the work that is the subject of the invoices referenced in Item 1 above, (3) evidence of use of Matching Funds for their intended purpose, and (4) Project account documentation under Section 7.1 of the Agreement.
5. None of the amounts paid by Grantee in connection with the invoices described in Item 1 above for which funding is requested hereunder shall also have been or will in the future be in any manner (a) reimbursed, returned, refunded, rebated, or otherwise credited to, Grantee by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to Grantee by the State of Florida, the United States, or any agency or instrumentality of any of the foregoing, whether under any grant or loan program or other method of contribution.
6. None of the Contracts under which amounts paid by Grantee in connection with the invoices described in Item 1 above have heretofore been modified, amended, or terminated, except as otherwise approved by Triumph.
7. Grantee hereby certifies, represents, and warrants to Triumph that the following statements are true and correct:
 - (a) Attached to this Request for Funding is all requested documentation required under Section 4.2 of the Agreement;
 - (b) This Request for Funding does not seek funding for items other than for the Budget category shown above;
 - (c) The amount requested, together with all amounts previously funded under the Grant, does not exceed the \$7,064,665 maximum amount of the Grant; the amount requested for the above-shown Budget category, together with all amounts previously funded for such budget category, does not exceed the maximum amount allocated to such Budget category; and Grantee has used all Grant funds released to date in the amounts and for the purposes stated in the Budget;
 - (d) Grantee made no misrepresentation or omission of a material nature in the Grant Application, or any supplement or amendment to the Grant Application, or with respect to any document or data furnished with the Grant Application or pursuant to the Agreement;
 - (e) There is no pending litigation with respect to the performance by Grantee of any of its duties or obligations which may

jeopardize or adversely affect the Project, the Agreement, or funding of the Grant;

(f) Grantee has not taken any action pertaining to the Project which, under the Agreement, requires the approval of Triumph, and Grantee failed to obtain such approval;

(g) There has been no violation of the anti-lobbying/gift or prohibited interest provisions of Sections 9.1, 9.4, or 9.5 of the Agreement;

(h) Grantee is not in material violation, default, or breach of or under any provision of the Agreement;

(i) All representations and warranties contained in the Agreement are accurate as of the date hereof;

(j) Grantee is not in breach of any representation or warranty contained in the Agreement;

(k) No federal, state, or local agency, or other party (including Grantee) providing financial assistance to the Project has revoked, suspended, or terminated that financial assistance to the Project, including, but not limited to, the Matching Funds;

(l) With respect to previous fundings of the Grant and payments under Contracts, Grantee has paid, and has provided Triumph with evidence of payment of, the Matching Funds toward completion of the Project;

(m) Grantee has not abandoned or discontinued the Project, nor has the commencement, prosecution, or timely completion of the Project by Grantee been rendered improbable, infeasible, impossible, or illegal;

(n) No portion of the requested funding includes funding for items that are outside the scope of the Project that is contemplated under the Budget;

(o) None of the Contracts have been modified, amended, or terminated, or have been subject to a change order, without the prior written consent or deemed approval of Triumph; provided, however, that any change order under \$100,000 shall not be subject to approval under the Agreement

(p) Intentionally omitted;

(q) The Budget has not been amended or increased or decreased by more than 5%;

(r) Completion of the Project is on schedule for completion by the Completion Deadline;

(s) Grantee maintains in full force and effect all insurance required under Section 5.4 of the Agreement;

(t) Grantee is in compliance with all applicable environmental laws and regulations in accordance with Section 5.5 of the Agreement;

(u) Grantee is in compliance with the competitive bidding requirements set forth in Section 3 of the Agreement; and

(v) Grantee is in compliance with the equal employment opportunity and other labor provisions as required by Section 9.3 of the Agreement.

The undersigned, in his/her capacity as _____ of Grantee, hereby certifies to Triumph that the above statements are true and correct. The undersigned also agrees to provide Triumph with such other documents as Triumph shall require in order to determine that the requested funding is consistent with the purposes of the Grant

Date: _____

Print Name: _____