

FIRST AMENDMENT TO
GRANT AWARD AGREEMENT
(Franklin County Board of County Commissioners/Project #191)

THIS FIRST AMENDMENT TO GRANT AWARD AGREEMENT (this "**Amendment**") is made and entered into as of the Effective Date (as defined below), by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation ("**Triumph**"), and the FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS ("**Grantee**").

WITNESSETH:

WHEREAS, Triumph and Grantee executed that certain Grant Award Agreement dated October 6, 2020 (the "**Agreement**"). All capitalized terms herein shall have the meanings set forth in the Agreement; and

WHEREAS, Grantee has requested that Triumph increase the Grant by One Million Two Hundred Fifty Two Thousand One Hundred Eighty Two Dollars (\$1,252,182) and make certain amendments be made to the Agreement, and Triumph has agreed to do so 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. **Increase in Grant Amount/Amendment to Section 2.** The total Grant amount is hereby increased by One Million Two Hundred Fifty Two Thousand One Hundred Eighty Two Dollars (\$1,252,182). Accordingly, Section 2 of the Agreement is hereby deleted and replaced in its entirety with the following:

"2. Grant Award. On and subject to the terms and conditions set forth herein, Triumph hereby agrees to make a grant to Grantee in the aggregate maximum amount of Two Million Three Hundred Eleven Thousand One Hundred Eighty Two and 00/100 Dollars (\$2,311,182) (the "**Grant**") to provide partial funding for the Project."

All references to the Grant amount contained in the Agreement and Exhibits thereto are hereby changed from \$1,059,000 to \$2,311,182.

2. **Amendment to Section 5.2 of the Agreement.** The first three sentences of Section 5.2 of the Agreement are hereby deleted and replaced with the following:

"The total cost of the Project is \$3,480,344, of which (i) Grantee is contributing \$50,000 toward the Project as shown in the Budget and

the Florida Department of Transportation (“**FDOT**”) is contributing \$1,119,162 toward the Project as shown in the Budget (collectively, the “**Matching Funds**”), and (ii) \$2,311,182 shall be provided by the Grant. The total estimated cost of the Project is based upon the Budget.”

3. **Amendment to Exhibits:** The Budget attached to the Agreement as Exhibit “A” is hereby deleted and replaced with the form of Budget attached hereto as Exhibit “A” and incorporated herein, and all references in the Agreement to the Budget shall hereafter mean and refer to the Budget attached hereto. References to Budget amounts and dates set forth in Section 4.1 of the Agreement are hereby modified to coincide with the amounts and dates shown on the Budget.

4. **Amendment to Section 5.1.** The “Completion Deadline” as defined in Section 5.1 of the Agreement is hereby changed to December 31, 2024.

5. Amendment to Sections 8.3(a) and (b). Subsections (a) and (b) of Section 8.3 are hereby deleted and replaced with the following:

(a) **“Performance Metric #1:** By December 31, 2024, the Project shall have been completed. In the event that Grantee has failed to timely complete the Project by such date, Grantee shall re-pay to Triumph an amount equal to the total amount of the Grant that was funded to Grantee.

(b) **Performance Metric #2:** By December 31, 2024, all Grant funds and Matching Funds shall have been expended on the Project as contemplated in the Budget. In the event that by December 31, 2024, the Project is completed but not all of the Matching Funds were expended on the Project as contemplated in the Budget, then Grantee shall re-pay to Triumph an amount equal to (A) \$2,311,182, minus (B) the actual amount of Matching Funds expended on the Project.”

6. **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 as of May 18, 2023 (the "Effective Date").

Grantee:

TRIUMPH:

FRANKLIN COUNTY BOARD OF
COUNTY COMMISSIONERS

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

By: Ricky D. Jones
Print Name: Ricky D. Jones
Title: CHAIRMAN

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

ATTEST:

By: Reynolds Henderson
Print Name: Reynolds Henderson
Title: Treasurer

By: Erin Giffith
Print Name: Erin Giffith
Title: FISCAL MANAGER

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

EXHIBIT "A"

BUDGET

[see attached]

Exhibit A

Project # 191, Airport Fuel Delivery System Upgrade

Budget

Estimated construction start date if applicable

2023

		Design and Construction	Category 2	Category 3	Category 4	Total
Project Total						
	Prior to and including 2021	1,224,768.00	-	-	-	1,224,768.00
	2022	15,000.00	-	-	-	15,000.00
	2023	988,394.00	-	-	-	988,394.00
	2024	1,252,182.00	-	-	-	1,252,182.00
Calendar Year 6		-	-	-	-	-
Calendar Year 7		-	-	-	-	-
Calendar Year 8		-	-	-	-	-
Calendar Year 9		-	-	-	-	-
Calendar Year 10		-	-	-	-	-
Calendar Year 11		-	-	-	-	-
Project Total		3,480,344.00	-	-	-	3,480,344.00
Triumph						
	Prior to and including 2021	80,606.00				80,606.00
	2022	15,000.00				15,000.00
	2023	963,394.00				963,394.00
	2024	1,252,182.00				1,252,182.00
Calendar Year 6		-				-
Calendar Year 7		-				-
Calendar Year 8		-				-
Calendar Year 9		-				-
Calendar Year 10		-				-
Calendar Year 11		-				-
Triumph Total		2,311,182.00	-	-	-	2,311,182.00
Grantee						
	Prior to and including 2021	25,000.00				25,000.00
	2022	-				-
	2023	25,000.00				25,000.00
Calendar Year 5		-				-
Calendar Year 6		-				-
Calendar Year 7		-				-
Calendar Year 8		-				-
Calendar Year 9		-				-
Calendar Year 10		-				-
Calendar Year 11		-				-
Grantee Total		50,000.00	-	-	-	50,000.00
FDC/T						
2012-2020		1,119,162.00				1,119,162.00
Calendar Year 2		-				-
Calendar Year 3		-				-
Calendar Year 4		-				-
Calendar Year 5		-				-
Calendar Year 6		-				-
Calendar Year 7		-				-
Calendar Year 8		-				-
Calendar Year 9		-				-
Calendar Year 10		-				-
Calendar Year 11		-				-
FDC/T		1,119,162.00	-	-	-	1,119,162.00