THIRD AMENDMENT TO

GRANT AWARD AGREEMENT

(Florida's Great Northwest, Inc./Project #213)

THIS THIRD 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 FLORIDA'S GREAT NORTHWEST, INC., a Florida not-for-profit corporation ("Grantee").

WITNESSETH:

WHEREAS, Triumph and Grantee are parties to that certain Grant Award Agreement dated March 3, 2020, as amended by (i) that certain First Amendment to Grant Award Agreement dated March 3, 2020, and (ii) that certain Second Amendment to Grant Award Agreement dated June 1, 2021 (as amended, 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 Section 4.1/Budget.** Section 4.1 of the Agreement is hereby deleted and replaced with the following:
 - "4.1. **General Allocation of Grant in Budget Categories**. As more fully shown in the Budget attached hereto as Exhibit "A" and incorporated herein (the "**Budget**"), the Grant shall be allocated as follows:

"Research and Research Management:	\$257,000.00
Marketing and Business Development:	\$476,000.00
Total	\$733,000.00"

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

3. Amendments to Section 4.2.

- (a) The parties acknowledge that the requirements of Section 4.2(1) and (2) have been satisfied.
- (b) In Section 4.2(3), the reference to June 30, 2022, is hereby changed to December 31, 2025, and the references to DOE EDW data shall mean data originating from the DOE EDW data, whether provided by CareerSource Florida or another source.
- (c) In Section 4.2(4), the reference to June 30, 2022, is hereby changed to December 31, 2023, and the references to DOE EDW data shall mean data originating from the DOE EDW data, whether provided by CareerSource Florida or another source.
- (d) In Section 4.2(5), the reference to June 30, 2022, is hereby changed to December 31, 2023.
 - (e) Section 4.2(6) is hereby deleted and replaced in its entirety with the following:
 - "(6) Final update of supply and demand analysis and ROI analysis using data originating from DOE EDW, whether obtained by CareerSource Florida or another source, which update shall also include a ranking system based on return-on-investment to relate outcomes to specific educational programs. For this analysis, \$67,500 shall be budgeted for 2023, \$67,500 shall be budgeted for 2024, and \$31,000 shall be budgeted for 2025. Grantee's failure to deliver the completed analysis by December 31, 2025, shall result in all of the foregoing \$166,000 funding being clawed back by Triumph."
- (f) Section 4.2(7) is hereby deleted, and the remaining \$256,000 funds within the Research & Research Management category for years 2023, 2024, and 2025 shall be reallocated within the Marketing category in the Budget as shown on Exhibit "A" attached and incorporated herein.
- 4. **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, 2023 (the "Effective Date").						
GRANTEE:	TRIUMPH:					
FLORIDA'S GREAT NORTHWEST, INC., a Florida not-for-profit corporation	TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation					
By: Print Name: Title:	By: Print Name: Title: Chairman					
ATTEST:	By: Print Name: Title: Treasurer					
By: Print Name: Title:	ATTEST: By: Print Name: Title: Secretary					

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EXHIBIT "A"

Budget

[see attached]

Exhibit A
Project #213, FGNW Education ROI Research and Marketing Budget
Budget
Estimated construction start date if applicable

Estimated education component start date if applicable

		Marketing and Business	Research & Research		,
		Development	Management	Marketing	Total
Please change year # to actual year					
Project Total					
	2020	70,000.00	30,000.00	50,000.00	150,000.00
	2021	100,000.00	30,000.00	50,000.00	180,000.00
	2022	100,000.00	31,000.00	100,000.00	231,000.00
	2023	100,000.00	67,500.00	92,000.00	259,500.00
	2024	50,000.00	67,500.00	92,000.00	209,500.00
	2025	50,000.00	31,000.00	92,000.00	173,000.00
Project Total		470,000.00	257,000.00	476,000.00	1,203,000.00
Triumph		-			
	2020		30,000.00	50,000.00	80,000.00
	2021		30,000.00	50,000.00	80,000.00
	2022		31,000.00	100,000.00	131,000.00
	2023		67,500.00	92,000.00	159,500.00
	2024		67,500.00	92,000.00	159,500.00
	2025		31,000.00	92,000.00	123,000.00
Triumph Total			257,000.00	476,000.00	733,000.00
Grantee					
	2020	70,000.00			70,000.00
	2021	100,000.00			100,000.00
	2022	100,000.00			100,000.00
	2023	100,000.00			100,000.00
	2024	50,000.00			50,000.00
	2025	50,000.00			50,000.00
Grantee Total		470,000.00			470,000.00
Watch Source 1					
	2021				
	2022				
	2023				
Calendar Year 4					
Calendar Year 5					
Calendar Year 6					
Calendar Year 7					
Calendar Year 8					
Calendar Year 9					
Calendar Year 10					
Calendar Year 11					
Match Source 1 Total				(- 1	

Match Source 2

EXHIBIT "B"

Marketing Budget Category Line Items

[see attached]



Project #213 – Updated Marketing Plan for 2023-2025 Total Requested Budget - \$276,000

Marketing Concept

 Build off the successful and award-winning "Beyond Our Beaches" campaign from Phases 1-2 of the Marketing Grant to further develop the Northwest Florida brand through additional promotional assets and targeted strategies focused on company executives and site selection consultants.

Strategy	Estimated Cost
Aerospace Alliance Corporate Partnership	\$10,000 per year;
	\$30,000 total
Team Florida Partnership	\$10,000 per year;
	\$30,000 total
Site Selector Guild Partner Program & Sponsorships	\$10,000 per year;
	\$30,000 total
Sponsor and/or attend business development and site selector events or trade shows over a three-year period	\$20,000
Updated Photography, Videography and White Paper Description on Triumph Gulf Coast Grant Award Success Stories	\$100,000
Continuous Marketing Updates to Materials	\$10,000
Other Opportunities	\$56,000
*Pre-Approval by Triumph staff required. Must give at least 15 days for review. Total	dans 000
Iotal	\$276,000