

SECOND AMENDMENT TO
GRANT AWARD AGREEMENT
(Santa Rosa County – I-10 Park (formerly Project Lionheart)/Project #209)

THIS SECOND 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 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, as amended by that certain First Amendment to Grant Award Agreement dated June 7, 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. **Additional Grant Funds/Amendment to Section 2.** The amount of the Grant is hereby increased by One Million Nine Hundred Seventeen Thousand Nine Hundred Thirteen Dollars (\$1,917,913), from Three Million Four Hundred Eighty Four Thousand Seven Hundred Twenty Eight and 00/100 Dollars (\$3,484,728) to a total of Five Million Four Hundred Two Thousand Six Hundred Forty One Dollars (\$5,402,641). Accordingly, Section 2 of the Agreement is hereby deleted and replaced 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 Five Million Four Hundred Two Thousand Six Hundred Forty One Dollars (\$5,402,641) (the “**Grant**”) to provide partial funding for the Project.”

All references in the Agreement to a \$3,484,728 Grant amount are hereby changed to \$5,402,641.

2. **Extension of Completion Deadline/Amendment to Section 5.1.** The “Completion Deadline” as defined in Section 5.1 of the Agreement is hereby changed to December 31, 2025. All references to the Completion Deadline contained in the Agreement are hereafter deemed to mean and refer to December 31, 2025.

3. **Extension of Ramp-up Date/Additional Job Requirements for Performance Metrics/Change to Proportionate Clawbacks/Amendments to Sections 8.3 and 8.4.** The Ramp-up Date as defined in Section 8.3 of the Agreement is hereby extended by two (2) years. Also, the required number of New Jobs to satisfy the Performance Metrics is increased by 74, from 100 to 174. Accordingly, Sections 8.3 and 8.4 are hereby amended to read in their 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), not less than 174 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 six (6) 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 174 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 174 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.

8.4 Clawback of Grant under Sections 8.1, 8.2, and 8.3. Upon the occurrence of any of the events described in Sections 8.1 or 8.2 above, which are not cured by Grantee pursuant to the terms thereof, then Grantee Florida shall pay to Triumph, within thirty (30) days of demand therefor, all amounts of the Grant that were theretofore funded, plus interest as described below. In the event the Performance Metrics are not timely achieved as described above, Grantee shall repay to Triumph an amount of the Grant proportional to the jobs shortfall, based on \$31,050 per job (see the basis for this number below). For example, if there is a shortfall of 1 job (173 jobs created or maintained instead of 174), then the amount owed would be \$31,050 (1 x 31,050), and if there is a shortfall of 25 jobs (149 jobs created or maintained instead of 174), then the amount owed would be \$776,250 (25 x \$31,050). The \$31,050 per job amount is determined by dividing the \$5,402,641 Grant amount by the 174 promised jobs. All amounts owed shall be repaid with interest at the rate *Wall Street Journal Prime Rate* plus three percent (3%) per annum on such amounts to be repaid. Such interest shall accrue commencing on the date of such written demand by Triumph and shall continue to accrue until the amount demanded is repaid in full. The amount due, including interest thereon, is referred to herein as the "**Clawback Amount.**"

Notwithstanding the foregoing, Triumph shall have the discretion to waive, reduce, extend, or defer any Clawback Amount due if it determines in its sole and absolute discretion that (i) a breach of a representation and warranty herein or in the Grant Application, or a breach, violation, or default of or under any other provision of the Agreement, was not material in nature, (ii) based on quantitative evidence, the Performance Metrics were not achieved due to negative economic conditions beyond the Company's reasonable control, (iii) the Company made a good faith effort to achieve the Performance Metrics, and/or (iv) based on quantitative evidence, the effects of a named hurricane or tropical storm, or specific acts of terrorism, adversely affected the Company's ability to achieve the Performance Metrics."

4. Substitution of Multiple Companies in Lieu of Original Proposed Tenant/Increase in Matching Funds and Cost of Project/Reporting/Name of Project.

In recognition of the existence of multiple private sector companies having committed to the Park, the specific reference to Lovell Government Services, Inc. in the Agreement shall be replaced with a reference to multiple private sector companies. Accordingly:

(a) The WHEREAS clause on page 1 of the Agreement is hereby amended to read in its entirety as follows:

“WHEREAS, pursuant to its authority under **Section 288.8017, Florida Statutes**, Triumph has agreed to make a Grant (as defined below) to Grantee, on and subject to the terms and conditions set forth in this Agreement, to provide partial funding for a project (the “**Project**”) that will construct approximately 2,300 linear feet of roadway, a retention pond, and sewer improvements serving the Grantee’s I-10 Industrial Park (the “**Park**”) to support multiple private sector companies (individually, a “**Company**,” and collectively, the “**Companies**”), all as further described in Grantee’s Application for Funds submitted to Triumph, as amended and supplemented to date including by letter dated December 22, 2022 (the “**Grant Application**”), which Grant Application is incorporated herein by reference.”

(b) The first sentence of Section 4.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Provided and subject to the condition precedent that (i) the Grantee is irrevocably committed to contributing to one or more of the Companies the Land (as defined in Section 5.2 below) in the Park, which Land shall have a fair market value of not less than \$400,000, (ii) Grantee and/or FDOT (as defined in Section 5.2 below) are irrevocably committed to contributing \$1,246,415 to the Project, and (iii) Grantee and the Companies have submitted to Triumph satisfactory evidence of the foregoing, then thereafter and not more than once per calendar month, Grantee shall submit to Triumph a separate Request for Funding for each Budget category on the form attached hereto as **Exhibit “B”** and incorporated herein (a “**Request for Funding**”) in accordance with the Budget and shall submit information pursuant to a SmartSheet system by Grantee’s authorized users listed in **Exhibit “C”** attached hereto and incorporated herein.”

(c) The first sentence of Section 5.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“The total cost of the Project is \$16,234,642, of which (i) Grantee is contributing to Companies land in the Park valued at not less than \$400,000 (the “**Land**”), (ii) Grantee and/or the Florida Department of Transportation (“**FDOT**”) are contributing \$1,246,415 in construction funds, (iii) the Companies have committed to spending \$9,185,586 toward construction of warehouses (the “**Warehouses**”) on the Land (items (i), (ii), and (iii), are collectively referred to herein as the “**Matching Funds**”), and (iv) \$5,402,641 shall be provided by the Grant.”

(d) Section 5.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“5.3 Requirement to Provide Reports/Triumph Right to Inspect. Grantee shall submit to Triumph such data, reports, records, contracts and other documents relating to the Project as Triumph may require at any time and from time to time. In addition, (i) both before and after all Grant funds have been funded, Grantee shall on an annual basis on or before October 31 of each year submit to Triumph an activity report which outlines the progress of the Project, costs incurred to date, funding of Matching Funds, the progress of satisfaction of the Performance Metrics set forth in Section 8.3 below, and Grantee’s most recent audited financial statements, and (ii) once all Grant funds have been funded, Grantee shall, in addition to doing so on October 31 of each year, also submit to Triumph, on or before April 30 of each year an activity report which outlines the funding of Matching Funds. In connection with its inspection of the Project, Grantee shall make available to Triumph copies of any and all invoices, contracts, plans and specifications, and other documentation relating to the Project. Triumph shall have the right, at any time and from time to time upon reasonable notice to Grantee, to access the Project and inspect any work being performed or as completed.”

(e) All references in the Agreement to “Lionheart” shall hereafter be deemed references to “I-10 Industrial Park.”

5. **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.”

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 _____, 2023 (the "Effective Date")

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

EXHIBIT "A"

BUDGET

[see attached]

Exhibit A
PROJECT #209 I-10 Park
Budget
Construction start date 2024

		Land Acquisition	Design/Construction	Total
Project Total				
Calendar year				
	Pre 2020	-	1,000,000	1,000,000
	2021	-	405,028	405,028
	2022	-	719,150	719,150
	2023	400,000	4,524,878	4,924,878
	2024	-	4,592,793	4,592,793
	2025	-	4,592,793	4,592,793
Project Total		400,000	15,834,642	16,234,642
Triumph				
Calendar year				
	2021		158,613	158,613
	2022		719,150	719,150
	2023		4,524,878	4,524,878
Triumph Total		-	5,402,641	5,402,641
Grantee - Santa Rosa County and/or FDOT				
Calendar year				
	Pre 2020		1,000,000	1,000,000
	2021		246,415	246,415
	2022		-	-
	2023	400,000		400,000
Grantee Total		400,000	1,246,415	1,646,415
Companies				
Calendar year				
	2024		4,592,793	4,592,793
	2025		4,592,793	4,592,793
Match Source 1 Total		-	9,185,586	9,185,586