

FIRST AMENDMENT TO
GRANT AWARD AGREEMENT
(Gulf Coast State College/Project #207)

THIS FIRST AMENDMENT TO GRANT AWARD AGREEMENT (this “**Amendment**”) is made and entered into as of October ~~18~~ ^{XX} 18, 2021, by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“**Triumph**”), and GULF COAST STATE COLLEGE (“**Grantee**”).

WITNESSETH:

WHEREAS, Triumph and Grantee are parties to that certain Grant Award Agreement dated January 28, 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 Section 4.1.** Section 4.1 of the Agreement is hereby deleted and replaced in its entirety as follows:

“4.1 **Budget.** The Grant shall be funded in the amounts and at the times as set forth in the budget set forth in **Exhibit "A"** attached to and incorporated herein (the “**Budget**”).”

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” (the “**Revised Budget**”). All references in the Agreement to the Budget shall hereafter mean and refer to the Revised Budget.

3. **Amendment to Section 5.1.** The first and second sentences in Section 5.1 of the Agreement are hereby deleted and replaced in their entirety as follows: “Grantee shall commence, and complete the Project in accordance with the provisions of this Agreement and all applicable laws, on or before August 31, 2026 (the “**Completion Deadline**”).”

4. **Amendment to Section 5.2.** The first sentence in Section 5.2 of the Agreement is hereby deleted and replaced in its entirety as follows: “The total cost of the Project is

\$3,355,878, of which (i) Grantee shall pay \$1,155,520 as shown in the Budget (collectively, the “**Matching Funds**”), and (ii) \$2,200,358 shall be provided by the Grant. The total estimated cost of the Project is based upon the Budget.”

5. **Amendment to Section 5.13.** Section 5.13 of the Agreement is hereby deleted and replaced in its entirety as follows:

“5.13 **Continuing Funding of Salaries.** “Grantee covenants and agrees to pay not less than the Project Total amounts shown on the Budget for Salaries for each of the years 2020 through 2026, and Grantee’s failure to fully fund such Salaries shall be deemed a material default under this Agreement.”

6. **Amendment to Section 8.3(a) and (b).** Sections 8.3(a) and (b) of the Agreement are hereby amended to read in their entirety as follows:

“(a) **Performance Metric #1:** By August 31, 2026, not less than 289 students will have obtained industry-recognized certificates in either (1) Certified Nursing Assistant (CNA), (2) Practical Nursing (PN), and/or (3) LPN to ADN Bridge (Registered Nurse - RN); provided, however, that Grantee shall have a one (1) year extension to August 31, 2027 if necessary to achieve this Performance Metric #1; and

(b) **Performance Metric #2:** The certificate programs described in subparagraph (a) above are intended to be durable and must be continued for at least seven (7) years after the date of the Agreement using Grantee’s own funds after the Grant funds have been fully funded. Accordingly, in addition to satisfying the Performance Metric described in subparagraph (a) above, Grantee must also satisfy the following Performance Metric: During the one year period immediately following the satisfaction of Performance Metric #1 above, at least 58 certificates in either (1) Certified Nursing Assistant (CNA), (2) Practical Nursing (PN), and/or (3) LPN to ADN Bridge (Registered Nurse - RN) shall be obtained. Notwithstanding the foregoing, in the event Grantee desires to change the subject areas of certification programs described in subparagraph (a) above, Grantee shall submit a written request for such change. Triumph shall have thirty (30) days from the date of receipt of such request to approve or disapprove of such change. Triumph’s failure to either approve or disapprove of such change within such thirty (30) day period shall be deemed disapproval.”

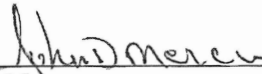
7. **No Other Amendments.** Except as expressly provided above, the Agreement shall remain unmodified and in full force and effect.

[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:

GULF COAST STATE COLLEGE

By: 
Print Name: John D. Mercer
Title: VP, Administration & Finance


ATTEST:

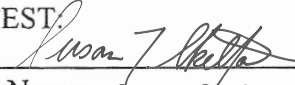
By: 
Print Name: J. Tyler Morgan
Title: Associate Director, Grant Accounting

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

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EXHIBIT "A"

Revised Budget

Exhibit A

#207

Budget

Construction start date 11/19/2020

Education start date 8/17/2020

| | SALARIES | REMODEL AND EQUIPMENT D105 | REMODEL AND EQUIPMENT BLDG A, UTILITIES TO MODULARS | FURNITURE, STORAGE, MISC SUPPLIES AND EQUIPMENT | Total |
|----------------------|---------------------|----------------------------------|---|---|---------------------|
| Project Total | | | | | |
| 2020 | 34,776.00 | 45,773.00 | 28,541.00 | - | 109,090.00 |
| 2021 | 363,444.00 | - | 238,000.00 | 30,000.00 | 631,444.00 |
| 2022 | 282,000.00 | 504,227.00 | 802,817.00 | 30,300.00 | 1,619,344.00 |
| 2023 | 282,000.00 | - | - | - | 282,000.00 |
| 2024 | 282,000.00 | - | - | - | 282,000.00 |
| 2025 | 282,000.00 | - | - | - | 282,000.00 |
| 2026 | 100,000.00 | - | 50,000.00 | - | 150,000.00 |
| Project Total | 1,626,220.00 | 550,000.00 | 1,119,358.00 | 60,300.00 | 3,355,878.00 |
| Triumph | | | | | |
| 2020 | - | 45,773.00 | 28,541.00 | - | 74,314.00 |
| 2021 | 319,000.00 | - | - | - | 319,000.00 |
| 2022 | 225,000.00 | 504,227.00 | 802,817.00 | - | 1,532,044.00 |
| 2023 | 225,000.00 | - | - | - | 225,000.00 |
| 2024 | - | - | - | - | - |
| 2025 | - | - | - | - | - |
| 2026 | - | - | 50,000.00 | - | 50,000.00 |
| Triumph Total | 769,000.00 | 550,000.00 | 881,358.00 | - | 2,200,358.00 |
| Grantee | | | | | |
| 2020 | 34,776.00 | - | - | - | 34,776.00 |
| 2021 | 44,444.00 | - | 238,000.00 | 30,000.00 | 312,444.00 |
| 2022 | 57,000.00 | - | - | 30,300.00 | 87,300.00 |
| 2023 | 57,000.00 | - | - | - | 57,000.00 |
| 2024 | 282,000.00 | - | - | - | 282,000.00 |
| 2025 | 282,000.00 | - | - | - | 282,000.00 |
| 2026 | 100,000.00 | - | - | - | 100,000.00 |
| Grantee Total | 857,220.00 | - | 238,000.00 | 60,300.00 | 1,155,520.00 |