

FIRST AMENDMENT TO
GRANT AWARD AGREEMENT
(Florida's Great Northwest, Inc./Project #213)

THIS FIRST AMENDMENT TO GRANT AWARD AGREEMENT (this "Amendment") is made and entered into as of March 3, 2020, 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 (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 Sections 2 and 5.2/Increase in Grant Amount.** The amount of the Grant as defined in Section 2 of the Agreement is hereby increased by up to Two Hundred Twenty Five Thousand and 00/100 Dollars (\$225,000.00), to a total Grant amount of up to Six Hundred Sixty Five Thousand and 00/100 Dollars (\$665,000.00). All references in the Agreement to the \$440,000.00 Grant amount shall hereafter be deemed references to the \$665,000.00 Grant amount, and the Total Project Cost described in Section 5.2 of the Agreement is hereby changed to \$1,135,000.00.

2. **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/Timeline attached hereto as Exhibit "A" and incorporated herein (the "Budget"), the Grant shall be allocated as follows:

Research, Analysis, and Vendor Management:	\$445,000.00
Marketing and Business Development:	\$220,000.00
Total	\$665,000.00"

3. **Amendment to Exhibit “A”.** Exhibit “A” of the Agreement is hereby deleted and replaced with Exhibit “A” attached hereto and incorporated herein.

4. **Amendment to Section 4.2/Budget/Able Operations.** In addition to the fundings described in Section 4.2 of the Agreement, up to Two Hundred Twenty Five Thousand and 00/100 Dollars (\$225,000.00) of the Grant shall be used by Grantee to fund a subcontract with Able Operations (“Able”) to get data needed for analysis of the value of industry certifications. This funding shall be funded at the rate of up to Twenty Five Thousand and 00/100 Dollars (\$25,000.00) per calendar quarter commencing on October 1, 2020, and continuing on the first day of each January, April, July, and October, and ending with a final funding on October 1, 2023. As a condition to each funding, Grantee shall submit to Triumph a Request for Funding, which shall be processed as provided in Section 4.2 of the Agreement. Grantee shall require Able to hire a person (the “Designated Employee”) with appropriate skills (primarily Structured Query Language (SQL)) whose place of work would be the Education Data Warehouse that is housed in the basement of the Florida Department of Education (“DOE”) facility in Tallahassee, Florida. The Designate Employee’s job responsibilities shall be to use the PK-20 Education Reporting and Accessibility (“PERA”) databases to generate the information with which the CEO of Able (currently Aaron Schmerbeck) would conduct the statistical analyses that relate differences in earnings to certification attainment. Grantee acknowledges that DOE has strict protocols governing personally identifiable information (“PII”) that will be made available to the researchers and that such PII must be destroyed after the analysis is complete and may never be released publicly.

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:

FLORIDA'S GREAT NORTHWEST, INC., a
Florida not-for-profit corporation

By: Jennifer Conoley
Print Name: Jennifer Conoley
Title: President + CEO

ATTEST:

By: Shane Chadwick
Print Name: Shane Chadwick
Title: Business Intelligence Manager

TRIUMPH:

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

By: Don Gaerz
Print Name: Don Gaerz
Title: Chairman

By: Stephen C. Stees
Print Name: Stephen C. Stees
Title: Treasurer

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

EXHIBIT "A"

Project Budget/Timeline

Exhibit A
Project #231, FGNW Education ROI Research and Marketing Budget
Budget
 Estimated construction start date if applicable
 Estimated education component start date if applicable

		Marketing and Business Development	Research & Research Management	Marketing	Total
Please change year # to actual year					
Project Total					1,135,000.00
	2020	170,000.00	135,000.00	100,000.00	405,000.00
	2021	150,000.00	155,000.00	100,000.00	405,000.00
	2022	150,000.00	155,000.00	20,000.00	325,000.00
Project Total		470,000.00	445,000.00	220,000.00	1,135,000.00
Triumph					
	2020		135,000.00	100,000.00	235,000.00
	2021		155,000.00	100,000.00	255,000.00
	2022		155,000.00	20,000.00	175,000.00
Triumph Total		-	445,000.00	220,000.00	665,000.00
Grantee					
	2020	170,000.00			170,000.00
	2021	150,000.00			150,000.00
	2022	150,000.00			150,000.00
Grantee Total		470,000.00	-	-	470,000.00
Match Source 1					
Calendar Year 1					-
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					-
Match Source 1 Total		-	-	-	-
Match Source 2					
Calendar Year 1					-
Calendar Year 2					-
Calendar Year 3					-
Calendar Year 4					-
Calendar Year 5					-
Calendar Year 6					-
Calendar Year 7					-
Calendar Year 8					-
Calendar Year 9					-