

THIRD AMENDMENT TO
GRANT AWARD AGREEMENT

(Northwest Florida State College/Project #187)

THIS THIRD AMENDMENT TO GRANT AWARD AGREEMENT (this “**Amendment**”) is made and entered into as of the Effective Date as set forth on the signature page below, by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“**Triumph**”) and NORTHWEST FLORIDA STATE COLLEGE, a Florida College System institution as a political subdivision of the State of Florida (“**NWFSC**”).

WITNESSETH:

WHEREAS, Triumph and NWFSC are parties to that certain Grant Award Agreement dated August 16, 2019, as amended by (i) that certain First Amendment to Grant Award Agreement dated May 5, 2020, and (ii) that certain Second Amendment to Grant Award Agreement dated March 30, 2022 (as amended, the “**Agreement**”). All capitalized terms herein shall have the meanings set forth in the Agreement; and

WHEREAS, NWFSC 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 and promises herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Triumph and NWFSC hereby agree as follows:

1. **Amendment to Completion Deadline.** The “**Completion Deadline**” as defined in Section 5.1 of the Agreement is hereby amended to be December 31, 2025.
2. **Amendment to Budget.** The Budget attached as Exhibit “B” to the Agreement is hereby deleted and replaced with the Budget attached hereto as Exhibit “B” and incorporated herein. All references to the Budget in the Agreement shall hereafter mean and refer to the Budget attached hereto as Exhibit “B.”
3. **Amendments to Performance Metrics.** The following amendments are hereby made to Section 8.3 of the Agreement:
 - (a) Subsection (a) of Section 8.3 of the Agreement is hereby amended to read in its entirety as follows:

“(a) **Performance Metric #1:** By December 31, 2025, not less than 1,570 students will have obtained industry-recognized certificates in Aerospace and Defense, Architecture and Construction, Law Enforcement, Public Safety, Corrections and Security, Cybersecurity, and AWS; provided, however, that (i) for purposes of achieving the 1,570 student achievement requirement, the first 25 AWS certificates heretofore issued in connection with this Agreement shall not be counted, and (ii) AWS certificates issued shall only be counted if earned by residents of, and/or military and military spouse students who are stationed in, one of the eight disproportionately affected counties under Section 288.8012(3), Florida Statutes (Bay, Escambia, Franklin, Gulf, Okaloosa, Santa Rosa, Walton, and Wakulla).”

- (b) Subsection (b) of Section 8.3 of the Agreement is hereby deleted.
- (c) Subsection (c) of Section 8.3 of the Agreement is hereby deleted

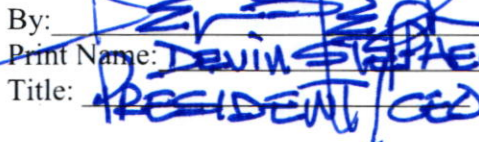
4. **No Other Amendments.** Except as expressly provided above, the Agreement shall remain unmodified and in full force and effect.

[signature page follows]


IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of January 10, 2024, ~~XXXX~~(the "Effective Date").

NWFSC:

NORTHWEST FLORIDA
STATE COLLEGE, a Florida College
System institution as a political subdivision of
the State of Florida


By: 
Print Name: DEVIN STEPHENSON
Title: PRESIDENT/CEO


ATTEST:

By: 
Print Name: Melissa Wolf
Title: Exec. Asst. to the President

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

EXHIBIT "B"

Budget

(see attached)

Project #, name
 Budget
 Estimated construction start date if applicable
 Estimated education component start date if applicable

Proposed Modification
 #187, Walton Works Training Center of Excellence

| | Personnel & Fringe | Equipment, Marketing, Certification Fees | Construction | Renovation | Total |
|---------------------------------------------------|-----------------------|------------------------------------------------|---------------------|-------------------|---------------------|
| Please change year # to actual year | | | | | |
| Project Total | | | | | |
| Calendar Year 1 - 2019 | - | - | 95,042.00 | - | 95,042.00 |
| Calendar Year 2 - 2020 | 160,864.00 | 72,764.00 | 1,437,470.00 | 157,388.00 | 1,828,486.00 |
| Calendar Year 3 - 2021 | 75,168.00 | 741,379.00 | 681,636.00 | 9,550.00 | 1,507,733.00 |
| Calendar Year 4 - 2022 | 590,255.00 | - | - | - | 590,255.00 |
| Calendar Year 5 - 2023 | 774,696.00 | 529,416.00 | - | - | 1,304,112.00 |
| Calendar Year 6 - 2024 | 549,657.00 | 44,082.00 | - | - | 593,739.00 |
| Calendar Year 7 - 2025 | - | - | - | - | - |
| Calendar Year 8 | - | - | - | - | - |
| Calendar Year 9 | - | - | - | - | - |
| Calendar Year 10 | - | - | - | - | - |
| Calendar Year 11 | - | - | - | - | - |
| Project Total | 2,150,640.00 | 1,387,641.00 | 2,214,148.00 | 166,938.00 | 5,919,367.00 |
| Triumph | | | | | |
| Calendar Year 1 - 2019 | - | - | 95,042.00 | - | 95,042.00 |
| Calendar Year 2 - 2020 | 74,803.00 | 72,764.00 | 1,387,986.00 | 157,388.00 | 1,692,941.00 |
| Calendar Year 3 - 2021 | 44,891.00 | 7,200.00 | 681,636.00 | 9,550.00 | 743,277.00 |
| Calendar Year 4 - 2022 | 95,568.00 | - | - | - | 95,568.00 |
| Calendar Year 5 - 2023 | - | - | - | - | - |
| Calendar Year 6 - 2024 | 185,306.00 | 44,082.00 | - | - | 229,388.00 |
| Calendar Year 7 - 2025 | - | - | - | - | - |
| Calendar Year 8 | - | - | - | - | - |
| Calendar Year 9 | - | - | - | - | - |
| Calendar Year 10 | - | - | - | - | - |
| Calendar Year 11 | - | - | - | - | - |
| Triumph Total | 400,568.00 | 124,046.00 | 2,164,664.00 | 166,938.00 | 2,856,216.00 |
| Grantee (NWFSC) | | | | | |
| Calendar Year 1 - 2019 | - | - | - | - | - |
| Calendar Year 2 - 2020 | 86,061.00 | - | 49,484.00 | - | 135,545.00 |
| Calendar Year 3 - 2021 | 30,277.00 | - | - | - | 30,277.00 |
| Calendar Year 4 - 2022 | 494,687.00 | - | - | - | 494,687.00 |
| Calendar Year 5 - 2023 | 774,696.00 | - | - | - | 774,696.00 |
| Calendar Year 6 - 2024 | 364,351.00 | - | - | - | 364,351.00 |
| Calendar Year 7 - 2025 | - | - | - | - | - |
| Calendar Year 8 | - | - | - | - | - |
| Calendar Year 9 | - | - | - | - | - |
| Calendar Year 10 | - | - | - | - | - |
| Calendar Year 11 | - | - | - | - | - |
| Grantee Total | 1,750,072.00 | - | 49,484.00 | - | 1,799,556.00 |
| Match Source (Walton, Restore Funds, PCOG) | | | | | |
| Calendar Year 1 - 2019 | - | - | - | - | - |
| Calendar Year 2 - 2020 | - | - | - | - | - |
| Calendar Year 3 - 2021 | - | 734,179.00 | - | - | 734,179.00 |
| Calendar Year 4 - 2022 | - | - | - | - | - |
| Calendar Year 5 - 2023 | - | 529,416.00 | - | - | 529,416.00 |
| Calendar Year 6 - 2024 | - | - | - | - | - |
| Calendar Year 7 - 2025 | - | - | - | - | - |
| Calendar Year 8 | - | - | - | - | - |
| Calendar Year 9 | - | - | - | - | - |
| Calendar Year 10 | - | - | - | - | - |
| Calendar Year 11 | - | - | - | - | - |
| Match Source 1 Total | - | 1,263,595.00 | - | - | 1,263,595.00 |