FIRST AMENDMENT TO

GRANT AWARD AGREEMENT

(Santa Rosa County – Milton Interchange/Project #251)

THIS FIRST AMENDMENT TO GRANT AWARD AGREEMENT (this "Amendment") is made and entered into effective as of the Effective Date (as defined on the signature page below), by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation ("Triumph"), and SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS ("Grantee").

WITNESSETH:

WHEREAS, Triumph and Grantee are parties to that certain Grant Award Agreement dated February 10, 2022 (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 2.** The Grant amount is increased by \$5,400,000 (from \$15,378,684 to \$20,778,683); and the estimated total cost of the Project is increased by \$10,800,000 (from \$36,378,683 to \$47,178,683); and the amount of Matching Funds to be provided by the private company source is increased by \$5,400,000 (from \$21,000,000 to \$26,400,000). Accordingly, Section 2 of the Agreement is hereby deleted and replaced in its entirety with the following:

"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 Twenty Million Seven Hundred Seventy Eight Six Hundred Eighty Three Dollars (\$20,778,683) (the "Grant") to provide partial funding for the Project. The estimated total cost of the Project is \$47,178,683, as more fully shown in the Budget attached hereto as Exhibit "B" and incorporated herein (the "Budget"), with the Grant providing \$20,778,683 of that amount and as referenced in the Budget a private company's source providing \$26,400,000 of that amount (the "Matching Funds")."

2. **Amendment to Section 4.2.** Section 4.2 of the Agreement is hereby deleted and replaced in its entirety with the following:

"Funding of the Grant. Concurrently with the execution of this Agreement, Grantee may submit to Triumph a Request for Funding on the form attached hereto as Exhibit "A" and incorporated herein (a "Request for Funding") in the amount of Five Million Three Hundred Seventy Eight Thousand Six Hundred Eighty Three Dollars (\$5,378,683) (the "Initial Request for Funding") to be used in connection with Grantee's purchase of the Property in accordance with the Budget. After the Initial Funding, Grantee shall pay from its own funds the Grantee's Construction Advance Amount before Triumph shall make any further fundings under the Grant. After Grantee has provided evidence satisfactory to Triumph of Grantee's payment of the Grantee's Construction Advance Amount toward construction of the Infrastructure Improvements, then for each subsequent funding of the Grant (individually, a "Subsequent Funding," and collectively, the "Subsequent Fundings"), Grantee shall thereafter submit to Triumph a Request for Funding for each Budget category 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. A Request for Funding for a Subsequent Funding may only be submitted after Triumph's approval of the immediately preceding Request for Funding. Each Request for Funding shall include the following items (A) through (H): (A) completed detailed Project account spreadsheet (i.e., in a tab on the Budget), (B) a completed Expense Itemization Sheet in a form provided by Triumph ("Expense Itemization **Sheet**") for each category of funds requested and for Matching Funds category, together with invoices, receipts, or contracts from vendors providing equipment, materials, and services; (C) payroll ledgers, percentage of time dedicated to the Project, and job descriptions as they relate to the Project, (D) documentation evidencing the completion of the work that is the subject of the requested funding, (E) to the extent that any portion of the current funding request is for reimbursement of amounts already paid by Grantee, copies of front and back of cancelled checks for funding, (F) to the extent that all or any portion of the prior funding was a disbursement for items to be paid rather than a reimbursement of amounts already paid, a completed Expense Itemization Sheet and receipts or other documentation evidencing that the funds disbursed previously were in fact paid in the proper amounts to the proper vendors for such items, including copies of front and back of cancelled checks for funding (G) copies of the insurance policies required under Sections 5.4 and 5.10 below and evidence that such policies are in current force and effect, and (H) such other documents as Triumph shall require in order to determine that the funding is consistent with the purposes of the Grant. Grantee shall notify the Triumph Program Administrator via email each time a Request for Funding is submitted. At such time as Grantee has provided evidence satisfactory to Triumph that a building permit has been issued and construction has commenced on any lot within the Property by a private sector occupant in the Park, Grantee may submit a Request for Funding for reimbursement of the Grantee's Construction Advance Amount. Other than the final Request for Funding, no single Request for Funding shall be submitted for a funding request amount of less than \$400,000. In no event shall the cumulative fundings made by Triumph (including the Initial Funding, the reimbursement of the Grantee's Construction Advance Amount, and all Subsequent Fundings) exceed the \$20,778,683 maximum amount of the Grant. Upon Triumph's receipt of (a) notification to the Program Administrator, and (b) a Request for Funding that includes all required supporting documents, Triumph shall have forty-five (45) days from receipt to review and either approve or disapprove of a Request for Funding. If Triumph approves a Request for Funding, then it shall fund the approved amount to Grantee within thirty (30) days after approval. If Triumph disapproves a Request for Funding, Triumph shall deliver a notice of disapproval within such forty-five (45) day period that states the reasons for such disapproval. If the stated reasons for disapproval can be cured by Grantee's submittal of missing or corrective items, Grantee shall have thirty (30) days following receipt of the notice of disapproval to submit such missing or corrective items. If Triumph fails to notify Grantee of its disapproval of the Request for Funding within forty-five (45) days of receipt, such Request for Funding shall be deemed disapproved.

All amounts funded to Grantee pursuant to a Request for Funding shall be (check as applicable):

<u>X</u> the Initial Request for Funding, shall be paid as a disbursement consistent with the Budget as follows:

Either to Grantee or directly to the Closing Agent

<u>X</u> for the following budget category, paid to Grantee as a reimbursement of amounts Grantee has already paid to vendors supplying equipment, materials, or services, and/or to employees performing work, in each case consistent with the Budget, in which case the Grant funds shall be retained by Grantee:

Construction

None of the Grant shall be used as a reimbursement of items purchased by Grantee prior to the date of this Agreement. None of the amounts paid by Grantee in connection with the invoices submitted in a Request for Funding and then funded by Triumph shall also have been or will in the future be in any manner (a) reimbursed, returned, refunded, rebated, or otherwise credited to, Grantee by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to Grantee by the State of Florida, the United States, or any agency or instrumentality of any of the foregoing, whether under any grant or loan program or other method of contribution, it being expressly understood and agreed that Grantee shall not receive payments, refunds, reimbursements, rebates or credits from any sources in amounts collectively exceeding 100% of the amounts paid or owing by Grantee. The final funding shall not be funded unless and until

Grantee has provided to Triumph satisfactory evidence that all Matching Funds have been expended on the Project.

Grantee shall seek funding only for costs of the Project as shown or contemplated under the Budget. All amounts paid by Grantee and/or any private person or entity providing Matching Funds with respect to the Project shall be supported by properly executed invoices, contracts, vouchers, and payroll records evidencing in proper detail the nature and propriety of the charges and use of the Matching Funds. All checks, invoices, contracts, vouchers, orders, payroll records, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

Triumph will honor requests for funding; provided, however, that Triumph may elect by notice in writing not to make a payment if:

- (a) Any of the contingencies described in Section 3 above have not been satisfied, and/or there is any missing or incomplete documentation in the Request for Funding;
- (b) The Request for Funding seeks funding for items other than as shown in the Budget or seeks funding for more than amounts actually invoiced by contractors, materialmen, or other vendors under any contracts;
- (c) The amount requested for funding under the Request for Funding, together with all amounts previously funded under the Grant, would exceed the \$20,778,683 maximum amount of the Grant; or the amount requested for funding under the Request for Funding for a particular Budget category, together with all amounts previously funded for such Budget category, would exceed the maximum amount allocated to such Budget category; or Grantee failed to use any Grant funds funded to date in the amounts and for the purposes stated in the Budget;
- (d) Grantee made a misrepresentation or omission of a material nature in the Grant Application, or any supplement or amendment to the Grant Application, or with respect to any document or data furnished with the Grant Application or pursuant to this Agreement;
- (e) There is any pending litigation with respect to the performance by Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or funding of the Grant;

- (f) Grantee has taken any action pertaining to the Project which, under this Agreement, requires the approval of Triumph, and Grantee failed to obtain such approval;
- (g) There has been a violation of Sections 9.1, 9.4, and/or 9.5 of this Agreement;
- (h) Grantee is in material violation, default, or breach of or under any provision of this Agreement;
- (i) Grantee is in breach of any material representation or warranty contained in this Agreement;
- (j) Grantee, any federal, state, or local organization or agency, and/or any private entity providing financial assistance to the Project (including, but not limited to, private sector occupants in the Park) have revoked, suspended, or terminated that financial assistance to the Project, including, but not limited to, the Matching Funds;
- (k) Not all of the Matching Funds have been used for the intended purposes and in the amounts and at the times as set forth in the Budget, and/or Grantee has failed to provide Triumph with evidence that such Matching Funds have been timely used toward completion of the Project;
- (l) With respect to previous fundings of the Grant and payments under contracts, Grantee has failed to pay, or has failed to provide Triumph with evidence of payment of, the Grant for the purposes of such funding. Such evidence shall include, but not be limited to, payroll ledgers, state and federal payroll returns, job descriptions, invoices, front and back of cancelled checks, wire transfer confirmations;
- (m) Grantee has abandoned or discontinued the Project, or for any reason the commencement, prosecution, or timely completion of the Project by Grantee is rendered improbable, infeasible, impossible, or illegal;
- (n) All or any portion of the requested funding includes funding for items that are outside the scope of the Project that is contemplated under the Budget;
- (o) One or more of the contracts previously approved or deemed approved by Triumph have been modified, amended, or terminated, or have been subject to a change order, without the prior written consent or deemed approval of Triumph; provided, however,

that any change order under \$65,000 shall not be subject to approval under this Agreement;

- (p) Intentionally omitted;
- (q) Without the prior approval of Triumph, the overall Budget, and/or a particular Budget category, has been cumulatively increased or decreased by more than 5%; and/or the Matching Funds have cumulatively increased or decreased by more than 5%;
- (r) Completion of the Project is not on schedule for completion by the Completion Deadline (as defined below) and it is objectively unlikely that the Project will be completed by the Completion Deadline;
- (s) Grantee has failed to maintain in full force and effect all insurance required under Sections 5.4 and 5.10 below;
- (t) Grantee is not in compliance with all applicable environmental laws and regulations in accordance with Section 5.5 below;
- (u) Grantee is not in compliance with the competitive bidding requirements set forth in Section 3 above; and/or
- (v) Grantee is not in compliance with the equal employment opportunity and other labor provisions as required by Section 9.3 below."
- 3. **Amendment to Section 5.1**. The "Completion Deadline" described in Section 5.1 of the Agreement is hereby changed to May 31, 2026.
- 4. **Amendment to Section 5.2**. The total Project cost is increased by \$10,800,000 (from \$36,378,683 to \$47,178,683); the private company's portion of Matching Funds is increased by \$5,400,000 (from \$21,000,000 to \$26,400,000); and the Grant amount is increased by \$5,400,000 (from \$15,378,684 to \$20,778,683). Accordingly, the first three sentences of Section 5.2 of the Agreement (commencing with "The total cost of . . . " and ending with ". . . for such excess.") are hereby deleted and replaced in their entirety with the following:

"The total cost of the Project is \$47,178,683, of which (i) a match is being contributed in the amount of \$26,400,000 shall be Matching Funds, and (ii) \$20,778,683 shall be provided by the Grant. The total estimated cost of the Project is based upon the Budget. To the extent that the actual cost of the Project exceeds \$47,178,683, Grantee shall be solely responsible for such excess."

- 5. **Amendment to Sections 8.3(a) and (b).** Sections 8.3(a) and (b) are hereby deleted and replaced in their entirety with the following:
 - (a) **Performance Metric #1:** By the date (the "**Performance Commencement Date**") which is three (3) years after the earlier to occur of (i) the date that the construction of the Project has been substantially completed as evidenced by the issuance of a certificate of occupancy for an industrial building constructed within the Property, or (ii) five (5) years from the date of execution of this Agreement, the Project will have (a) created at least 613 net New Jobs (as defined below), and (b) Grantee shall have obtained Matching Funds from private sector occupants in the Park totaling not less than \$26,400,000 used exclusively toward completion of the Project as shown in the Budget; and
 - (b) **Performance Metric #2:** All of the 613 net New Jobs shall have been maintained for at least three (3) years after the Performance Commencement Date.
- 6. **Amendment to Section 8.4.** Section 8.4 is hereby deleted and replaced in its entirety with the following:

"Upon the occurrence of (i) any of the events described in Sections 8.1 or 8.2 above, then Grantee 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 Grantee fails to timely achieve both of the Performance Metrics described in Section 8.3 above, then Grantee shall pay to Triumph, within thirty (30) days of demand therefor, an amount of the Grant proportional to the jobs shortfall, based on \$34,000 per job (see the basis for this number below). For example, if there is a shortfall of 1 job (612 jobs created or maintained instead of 613), then the amount owed would be \$34,000 (1 x \$34,000), and if there is a shortfall of 200 jobs (413 jobs created or maintained instead of 613), then the amount owed would be \$6,800,000 (200 x The \$34,000 per job amount is determined by dividing the \$20,778,683 Grant amount by the 613 promised jobs and rounding to the nearest one thousandth. All amounts owed under this Section 8.4 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(s) due under this Section 8.4, including interest thereon and any attorneys' fees and costs incurred by Triumph in connection with enforcing this Agreement and/or the Mortgage, is referred to herein as the "Clawback Amount." In the event that Grantee fails or otherwise refuses to timely pay the full Clawback Amount, Triumph shall have the right to enforce the Mortgage and take ownership of the Property (excepting any roads, retention ponds, and any landscape buffers not included with any platted lot, which shall not be encumbered by the Mortgage shall remain with Grantee).

Notwithstanding the foregoing, Triumph shall have the discretion to waive, reduce, extend, or defer any amounts due under this Section 8.4 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 this Agreement, was not material in nature, (ii) based on quantitative evidence, the Performance Metrics were not achieved due to negative economic conditions beyond Grantee's reasonable control, (iii) Grantee 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 Grantee's ability to achieve the Performance Metrics."

- 7. **Amendment to Form of Request for Funding of Grant.** The Form of Request for Funding of Grant attached as Exhibit "A" to the Agreement is hereby deleted and replaced with the Form of Request for Funding of Grant attached hereto as Exhibit "A" and incorporated herein. All references to the Form of Request for Funding of Grant in the Agreement shall hereafter mean and refer to the Form of Request for Funding of Grant attached hereto as Exhibit "A."
- 8. **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."
- 9. **No Other Amendments**. Except as expressly provided above, the Agreement shall remain unmodified and in full force and effect.

GRANTEE: TRIUMPH:	
SANTA ROSA COUNTY BOARD OF TRIUMPH GULF COAST, INC., a COUNTY Florida not-for-profit corporation COMMISSIONERS	L
By:	
By: Print Name:	
Print Name: Title: Chairman	
Title:	
By:	
Print Name:	
Title: Treasurer	
ATTEST:	
ATTEST:	
By:	
By:	
Print Name: Print Name:	_
Title: Title: Secretary	

EXHIBIT "A"

Form of

Request for Funding of Grant

(The SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS – MILTON INTERCHANGE /Project #251)

	Budget Category: Funding Request #:	
("Gran Grante (all ca _l	Pursuant to Section 4.2 of that certain Grant Av Agreement"), by and between Santa Rosa Coun itee") and Triumph Gulf Coast, Inc., a Florida no be hereby requests a funding from the Grant (as of pitalized terms herein shall have the same meaning ment):	ty Board of County Commissioner t-for-profit corporation ("Triumph") defined in the Agreement) as follows
1.	Amount of Grant Funding Requested Hereby for this Category:	\$
2.	(a) Grant Amount for this Category (Budget Amount):	\$
	(b) Less Amounts Previously Received in this Category:	\$
	(c) Less This Requested Amount (Note: the: amount requested here MUST match the amount on the Expense Itemization Sheet)	\$
	(d) Remaining Funds of Category to be Awarded:	\$

3. Attached hereto are (1) a true, correct, and complete Expense Itemization Sheet, together with true, correct, and complete copies of the receipts, invoices and other

supporting documentation referenced therein, (2) photographs and/or reports evidencing the completion of the work that is the subject of the invoices referenced in Item 1 above, (3) evidence of use of Matching Funds for their intended purpose, and (4) Project account documentation under Section 7.1 of the Agreement.

- 4. None of the amounts paid by Grantee in connection with the receipts, invoices and other supporting documentation referenced in the Expense Itemization Sheet for which funding is requested hereunder shall also have been or will in the future be in any manner (a) reimbursed, returned, refunded, rebated, or otherwise credited to, Grantee by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to Grantee by the State of Florida, the United States, or any agency or instrumentality of any of the foregoing, whether under any grant or loan program or other method of contribution.
- 5. None of the contracts under which amounts paid by Grantee in connection with the receipts, invoices and other supporting documentation referenced in the Expense Itemization Sheet have heretofore been modified, amended, or terminated, except as otherwise approved by Triumph.
- 6. Grantee hereby certifies, represents, and warrants to Triumph that the following statements are true and correct:
 - (a) The contingencies described in Section 3 of the Agreement have been satisfied, and attached to this Request for Funding is all requested documentation required under Section 4.2 of the Agreement;
 - (b) This Request for Funding does not seek funding for items other than for the Budget category shown above and does not seek funding for more than amounts actually invoiced by contractors, materialmen, or other vendors under any contracts;
 - (c) The amount requested, together with all amounts previously funded under the Grant, does not exceed the \$20,778,683 maximum amount of the Grant; the amount requested for the above-shown Budget category, together with all amounts previously funded for such budget category, does not exceed the maximum amount allocated to such Budget category; and Grantee has used all Grant funds released to date in the amounts and for the purposes stated in the Budget;
 - (d) Grantee made no misrepresentation or omission of a material nature in the Grant Application, or any supplement or amendment to the Grant Application, or with respect to any document or data furnished with the Grant Application or pursuant to the Agreement;

- (e) There is no pending litigation with respect to the performance by Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or funding of the Grant;
- (f) Grantee has not taken any action pertaining to the Project which, under the Agreement, requires the approval of Triumph, and Grantee failed to obtain such approval;
- (g) There has been no violation of the anti-lobbying/gift or prohibited interest provisions of Sections 9.1, 9.4, or 9.5 of the Agreement;
- (h) Grantee is not in material violation, default, or breach of or under any provision of the Agreement;
- (i) Grantee is not in breach of any representation or warranty contained in the Agreement;
- (j) Neither Grantee, nor any federal, state, or local organization or agency, nor any private entity providing financial assistance to the Project (including, but not limited to, private sector occupants in the Park) have revoked, suspended, or terminated that financial assistance to the Project, including, but not limited to, the Matching Funds;
- (k) All Matching Funds required to be secured as of the date hereof have been secured and have been used for the intended purposes and in the amounts and at the times as set forth in the Budget, and/or Grantee has provided Triumph with evidence that such Matching Funds have been timely secured and used toward completion of the Project;
- (l) With respect to previous fundings of the Grant and payments under contracts, Grantee has paid, and has provided Triumph with evidence of payment of, the Matching Funds toward completion of the Project. Such evidence shall include, but not be limited to, payroll ledgers, state and federal payroll returns, job descriptions, invoices, front and back of cancelled checks, wire transfer confirmations;
- (m) Grantee has not abandoned or discontinued the Project, nor has the commencement, prosecution, or timely completion of the Project by Grantee been rendered improbable, infeasible, impossible, or illegal, and Grantee;

(n)	No portion of the requested funding includes funding
for items that	are outside the scope of the Project that is contemplated
under the Buc	lget;

- (o) None of the contracts have been subject to a change order without the prior written consent or deemed approval of Triumph; provided, however, that any change order under \$65,000 shall not be subject to approval under the Agreement
 - (p) Intentionally omitted;
- (q) Without the prior approval of Triumph, the overall Budget, and/or a particular Budget category, has not been cumulatively increased or decreased by more than 5%; and/or the Matching Funds have not been cumulatively increased or decreased by more than 5%;
- (r) Completion of the Project is on schedule for completion by the Completion Deadline and it is objectively likely that the Project will be completed by the Completion Deadline;
- (s) Grantee maintains in full force and effect all insurance required under Section 5.4 of the Agreement;
- (t) Grantee is in compliance with all applicable environmental laws and regulations in accordance with Section 5.5 of the Agreement;
- (u) Grantee is in compliance with the competitive bidding requirements set forth in Section 3 of the Agreement; and
- (v) Grantee is in compliance with the equal employment opportunity and other labor provisions as required by Section 9.3 of the Agreement.

The undersigned, in his/her capacity as	of Grantee,
hereby certifies to Triumph that the above statemen	nts are true and correct. The undersigned
also agrees to provide Triumph with such other doc	uments as Triumph shall require in order
to determine that the requested funding is consisten	t with the purposes of the Grant
_	
Date:	
	Print Name:

EXHIBIT "B"

Project Budget

[see attached]

Exhibit A MILTON INTERCHANGE PARK

Budget

Estimated construction start date if applicable

Estimated education component start date if applicable

Jun-24

		Land			
		Design	Acquisition	Construction	Total
Project Total					
Project rotal	pre-grant award	1,000,000.00		(** (1,000,000.00
	2021			105 <u>-</u>	
	2022		5,378,683.00		5,378,683.00
	2023				
	2024			7,000,000.00	7,000,000.00
	2025			5,400,000.00	5,400,000.00
	2026			28,400,000.00	28,400,000.00
Project Total		1,000,000.00	5,378,683.00	40,800,000.00	47,178,683.00
riumph					
munipii	pre-grant award				
	2021				on Transition
	2022		5,378,683.00		5,378,683.00
	2023				-1
	2024			7,000,000.00	7,000,000.00
	2025			5,400,000.00	5,400,000.00
	2026 _			3,000,000.00	3,000,000.00
Triumph Total			5,378,683.00	15,400,000.00	20,778,683.00
•					
Grantee	pre-grant award				
	2021				
	2022				
	2023				
	2023				
	2025				
	2026				
Grantee Total	2020	-7.	- 1		e e
	_				
Company				,	
	pre-grant award	1,000,000.00			1,000,000.00
	2021				
	2022				
					MINNS NO.
	2023				
	2024				
	2024 2025				
Match Source 1 Total	2024	1,000,000.00		25,400,000.00 25,400,000.00	25,400,000.00 26,400,000.00