

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

THIS FOURTH 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 by that certain Second Amendment to Grant Award Agreement dated August 24, 2024, as amended by the Third Amendment to Grant Award Agreement dated January 30, 2025 (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. **Extension of Completion Deadline/Amendment to 5.1.** The “Completion Deadline” as defined in Section 5.1 of the Agreement is hereby changed to December 31, 2031. All references to the Completion Deadline contained in the Agreement are hereafter deemed to mean and refer to December 31, 2031. The Agreement is further amended to include the following in Section 5.1:

Grantee agrees to complete the construction of the Project on or before December 31, 2026 (the “Construction Completion Deadline”). If construction of the Project is not completed by the Construction Completion Deadline, Triumph’s obligation to make the Grant will expire unless an extension of the time period is requested by Grantee and granted in writing by Triumph prior to such expiration date. Notwithstanding the foregoing, the Construction Completion Deadline shall be extended on a day-for-day basis by reason of *force majeure* events.

2. **Abandonment or Failure to Timely Construct/Amendment to 8.1** The Agreement is amended to include the following language in Section 8.1:

If Grantee and/or the Company abandons, suspends, or discontinues the construction of the Project, or fails to complete the Project by the Construction Completion Deadline set forth in Section 5.1 above (subject to *force majeure* events), or for any other reason, the commencement, prosecution or timely completion of the Project by Grantee and/or the Company is rendered infeasible, impossible, or illegal, Triumph shall have the right, by written notice to Grantee to terminate the Grant.

3. **Request for Funding.** The Agreement is hereby amended to include the following section:

4.3 Grantee shall submit a Request for Funding and satisfactory evidence of the expenditures of Matching Funds no less frequently than once during each twelve (12) month period ending on October 31, unless the Budget did not require that any Grant Funds or Matching Funds be spent during such period. If no Grant funds are expended or requested for a twelve (12) month period ending on October 31, Grantee shall provide a written explanation or update of such circumstance in the Grantee's annual report submitted pursuant to Section 5.3 below. Invoices, proof of payment, payroll records or other evidence of expenditures may not be submitted if they are older than eighteen (18) months. Any invoices, proof of payment, payroll records or expenditures that are older than eighteen (18) months may not be reimbursed with Grant funds or counted as Matching Funds, except for any pre-award Matching Funds described in this Agreement and/or in the Budget. The final Request for Funding and satisfactory evidence of the expenditure of all Matching Funds shall be submitted by Grantee no later than one hundred eighty (180) days following the Completion Deadline.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of as of _____, 2025 (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