FIRST AMENDMENT TO GRANT AWARD AGREEMENT (Northwest Florida State College/Enhanced Pathways in Nursing Education/Project #270)

THIS FIRST 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 ("Grantee"), a Florida College System institution constituted as a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, Triumph and Grantee are parties to that certain Grant Award Agreement dated January 9, 2023 (the "**Agreement**"). All capitalized terms herein shall have the meanings set forth in the Agreement; and

WHEREAS, each party has requested that certain amendments be made to the Agreement; and

WHEREAS, both parties are agreeable to such amendments 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 1**. Purpose of Agreement. Section 1 of the Agreement is hereby deleted and replaced in its entirety with the following:

"1. **Purpose of Agreement**. The purpose of this Agreement is to (i) award the Grant, (ii) state the terms and conditions upon which the Grant will be funded, and (iii) set forth certain requirements as to the manner in which the Project will be undertaken and completed. The Grant will serve (a) non-military students who are residents of one of the eight disproportionately affected counties under Section 288.8012(3), Florida Statutes (Bay, Escambia, Franklin, Gulf, Okaloosa, Santa Rosa, Walton, and Wakulla) (the "Affected Counties"), or (b) military, military spouse, and/or military dependent students who are stationed in one of the eight Affected Counties."

3. **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."

4. **Amendment to Section 7.2(b)(i).** Section 7.2(b)(i) of the Agreement is hereby deleted and replaced in its entirety with the following:

"(i) Chapter 218, Florida Statutes; applicable rules of the Department of Financial Services (DFS); and applicable of the Rules of the Auditor General. Regardless of

if Section 10.550 Rules of the Auditor General are applicable or not, Grantee shall provide as part of its Audit for any fiscal year in which funds related to the Deepwater Horizon oil spill are received or expended, a report that includes an opinion (or disclaimer of opinion) as to whether the schedule of receipts and expenditures of such funds is presented fairly in all material respects in relation to the financial statements taken as a whole. The report shall be prepared in accordance with AICPA Professional Standards, AU-C Section 725, promulgated by the American Institute of Certified Public Accountants."

No Other Amendments. Except as expressly provided above, the Agreement shall 5. remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of ______ December 16 _____, 2024 (the "Effective Date").

GRANTEE:

NORTHWEST FLORIDA STATE COLLEGE

(rite MKedussle Bv:

Print Name: Cristie Kedroski Title: Interim President

TRIUMPH:

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

Bv:

Print Name: David M. Bear

Title: Chairman By:

Print Name:

Title: Treasurer

ATTEST Man By:

Print Name: Susan Skelton Title: Secretary

A5496263.DOCX

Print Name:

Pao

ATTEST:

By:

Title:

EXHIBIT "B"

Budget

(see attached)

Budget							
Estimated construction start date If applicable	I-Jan-23						
Estimated education component start date If ap	15-Aug-25						
	Proposed Amendment						
	Design, Engineering &	Renovation,					
	Specifications	Construction,					
	(Work starting	Equipment,		Personnel			
	01/2021 and	Supplies &	Personnel	(Grants		Professional	
	ongoing)	Furniture	(Nursing)	Compliance)	Recruitment	Development	Total
Please change year tt to actual year							
Project Total							
Calendar Year 2020-2022							
Calendar Year 2023	2 222 222 22	7 270 461 00		21 255 00			0 100 737 00
Calendar Year 2024	2,000,000.00	7,379,461.00	1 037 741 00	21,266.00	192 360 00	30 000 00	9,400,727.00
Calendar Year 2025		22,349,744.00	1,037,741.00	35,497.00	182,360.00	30,000.00	23,635,342.00
Calendar Year 2026		200,000.00	1,041,547.00 1,062,377.00	37,813.00	192,640.00	30,000.00	1,502,000.00
Calendar Year 2027		200,000.00		38,570.00	105,000.00	30,000.00	1,435,947.00
Calendar Year 2028		100,000.00	1,083,626.00	39,340.00	55,000.00	30,000.00	1,307,966.00
Calendar Year 2029		100,000.00	1,105,297.00	40,128.00	50,000.00	30,000.00	1,325,425.00
Calendar Year 2030			1,127,403.00	40,930.00	25,000.00	30,000.00	1,223,333.00
Calendar Year 2031			1,149,951.00	41,750.00	25,000.00	30,000.00	1,246,701.00
Calendar Year 2032			1,172,949.00	42,585.00	25,000.00	30,000.00	1,270,534.00
Calendar Year 2033			1,196,411.00	43,434.00	25,000.00	30,000.00	1,294,845.00
Project Total	2,000,000.00	30,329,205.00	9,977,302.00	381,313.00	685,000.00	270,000.00	43,642,820.00
Triumph							
Calendar Year 2020-2022							
Calendar Vear 2023							
Calendar Year 2024		5,287,371.00		21,266.00			5,308,637.00
Calendar Vear 2025		12,541,834.00	297,282.00	35,497.00	125,000.00		12,999,613.00
Calendar Year 2026		200,000.00	286,279.00	37,813.00	67,640.00		591,732.00
Calendar Year 2027		200,000.00	292,004.00	38,570.00	30,000.00		560,574.00
Calendar Year 2028		100,000.00	297,845.00	39,340.00			437,185.00
Calendar Year 2029		100,000.00	303,801.00	40,128.00			443,929.00
Calendar Year 2030			309,877.00	40,930.00			350,807.00
Calendar Vear 2031			316,073.00	41,750.00			357,823.00
Calendar Year 2032			322,395.00	42,585.00			364,980.00
Calendar Year 2033		10 100 507 00	328,846.00	43,434.00			372,280.00
Triumph Total	-	18,429 205.00	2 754 402.00	381313.00	222 640.00		21787 560.00
Grantee. NWFSC							
Calendar Year 2020-2022							
Calendar Year 2023							
Calendar Year 2024	2,000,000.00	2,092,090.00					4,092,090.00
Calendar Vear 2025		9,807,910.00	740,459.00		57,360.00	30,000.00	10,635,729.00
Calendar Vear 2026			755,268.00		125,000.00	30,000.00	910,268.00
Calendar Year 2027			770,373.00		75,000.00	30,000.00	875,373.00
Calendar Year 2028			785,781.00		55,000.00	30,000.00	870,781.00
Calendar Year 2029			801,496.00		50,000.00	30,000.00	881,496.00
Calendar Year 2030			817,526.00		25,000.00	30,000.00	872,526.00
Calendar Year 2031			833,878.00		25,000.00	30,000.00	888,878.00
Calendar Vear 2032			850,554.00		25,000.00	30,000.00	905,554.0
Calendar Year 2033			867,565.00		25,000.00	30,000.00	922,565.00