

FIRST AMENDMENT TO
GRANT AWARD AGREEMENT
(Gulf County School District/Project #153)

THIS FIRST AMENDMENT TO GRANT AWARD AGREEMENT (this "**Amendment**") is made and entered into as of January 31, 2023, by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation ("**Triumph**"), and the GULF COUNTY SCHOOL DISTRICT ("**GCSD**").

WITNESSETH:

WHEREAS, Triumph and GCSD executed that certain Grant Award Agreement dated April 29, 2019 (the "**Agreement**"). All capitalized terms herein shall have the meanings set forth in the Agreement; and

WHEREAS, Triumph has agreed to increase the Grant by Sixty Thousand Dollars (\$60,000) to allow GCSD to purchase drones for the Project; and

WHEREAS, Triumph and GCSD desire to amend 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 GCSD hereby agree as follows:

1. **Additional Grant Funds/Amendment to Section 2.** The total Grant amount is hereby increased by Sixty Thousand and 00/100 Dollars (\$60,000) (the "**Additional Grant Funds**"). Accordingly, Section 2 of the Agreement is hereby deleted and replaced in its entirety with the following:

"2. **Grant Award.** On and subject to the terms and conditions set forth herein, Triumph hereby agrees to make a grant to GCSD in the aggregate maximum amount of Eight Hundred Ten Thousand and 00/100 Dollars (\$810,000) (the "**Grant**") to provide partial funding for the Project."

All references to the Grant amount contained in the Agreement and Exhibits thereto are hereby changed from \$750,000 to \$810,000.

2. **Amendment to Section 5.2 of the Agreement.** The first three sentences of Section 5.2 of the Agreement are hereby deleted and replaced with the following:

"The total cost of the Project is \$1,462,000, of which (i) GCSD shall pay \$652,000 as shown in the Budget (collectively, the "**Matching Funds**"), and (ii) \$810,000 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 \$1,462,000, GCSD shall be solely responsible for such excess."

3. **Amendment to Exhibits:** The Budget attached to the Agreement as Exhibit "A" is hereby deleted and replaced with the form of Budget attached hereto as Exhibit "A" and incorporated herein, and all references in the Agreement to the Budget shall hereafter mean and refer to the Budget attached hereto.
4. **Purchase of New Drones.** The Additional Grant Funds shall be used exclusively to purchase drones ("New Drones") to replace the Prohibited Drones (as defined in Section 5 below), and Triumph shall have the right to approve the terms of such purchases. Triumph shall have fifteen (15) days from receipt of a proposed contract or purchase order (a "Purchase Order") to notify GCSD of its approval or disapproval of such Purchase Order. If Triumph fails to approve or disapprove of Purchase Order within such fifteen (15) day period, the Purchase Order shall be deemed approved.
5. **Possible Use of Existing Drones.** The parties acknowledge that, pursuant to recent amendments to Section 934.50, Florida Statutes, GCSD is or may be prohibited from flying certain drones in its possession (the "Prohibited Drones") that were otherwise contemplated to be used in connection with the Project and that the purchase thereof may have been funded in whole or in part with Grant funds. If the Prohibited Drones can be lawfully used for classroom instruction purposes (such as maintenance, repair, and overhaul instruction) as opposed to flight purposes, Triumph encourages GCSD to use such Prohibited Drones for such lawful purposes.
6. **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.

GCSD:

GULF COUNTY SCHOOL DISTRICT

By: [Signature]
 Print Name: Jim Norton
 Title: Superintendent

ATTEST:

By: [Signature]
 Print Name: Ruby S. Knox
 Title: GCSB District Chairperson

TRIUMPH:

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

By: [Signature]
 Print Name: David M. Bear
 Title: Chairman

By: [Signature]
 Print Name: Reynolds Henderson
 Title: Treasurer

ATTEST:

By: [Signature]
 Print Name: Susan Skelton
 Title: Secretary

EXHIBIT "A"

Budget

(See attached)

4.04

Exhibit A
#153 Gulf County School District - Unmanned Systems
Detail of Project Account to Date

	Personnel & Fringe	Pro. Dev. /Stipends	Equipment	Curricula	Construction	Supplies	Fees/Dues	Total
Project Total								
Calendar Year 1	130,620.00	20,000.00	40,000.00	15,000.00	5,000.00	6,000.00	6,000.00	222,620.00
Calendar Year 2	192,645.00	20,000.00	30,000.00	15,000.00	5,000.00	4,000.00	6,000.00	272,645.00
Calendar Year 3	197,531.00	20,000.00	40,000.00	15,000.00	5,000.00	4,000.00	6,000.00	287,531.00
Calendar Year 4	203,455.00	20,000.00	20,000.00	15,000.00	5,000.00	3,000.00	6,000.00	272,455.00
Calendar Year 5	207,849.00	20,000.00	80,000.00	15,000.00	5,000.00	3,000.00	6,000.00	336,849.00
Calendar Year 6	69,900.00	-	-	-	-	-	-	69,900.00
Project Total	1,002,000.00	100,000.00	210,000.00	75,000.00	25,000.00	20,000.00	30,000.00	1,462,000.00
Triumph								
2019	70,000.00	20,000.00	40,000.00	15,000.00	5,000.00	6,000.00	6,000.00	162,000.00
2020	70,000.00	20,000.00	30,000.00	15,000.00	5,000.00	4,000.00	6,000.00	150,000.00
2021	70,000.00	20,000.00	40,000.00	15,000.00	5,000.00	4,000.00	6,000.00	160,000.00
2022	70,000.00	20,000.00	20,000.00	15,000.00	5,000.00	3,000.00	6,000.00	139,000.00
2023	70,000.00	20,000.00	80,000.00	15,000.00	5,000.00	3,000.00	6,000.00	199,000.00
2024	-	-	-	-	-	-	-	-
Triumph Total	350,000.00	100,000.00	210,000.00	75,000.00	25,000.00	20,000.00	30,000.00	810,000.00
Grantee - Gulf District Schools								
Calendar Year 1	60,620.00	-	-	-	-	-	-	60,620.00
Calendar Year 2	122,645.00	-	-	-	-	-	-	122,645.00
Calendar Year 3	127,531.00	-	-	-	-	-	-	127,531.00
Calendar Year 4	133,455.00	-	-	-	-	-	-	133,455.00
Calendar Year 5	137,849.00	-	-	-	-	-	-	137,849.00
Calendar Year 6	69,900.00	-	-	-	-	-	-	69,900.00
Grantee Total	652,000.00	-	-	-	-	-	-	652,000.00
Match Source 1								
Calendar Year 1	-	-	-	-	-	-	-	-
Calendar Year 2	-	-	-	-	-	-	-	-
Calendar Year 3	-	-	-	-	-	-	-	-
Calendar Year 4	-	-	-	-	-	-	-	-
Calendar Year 5	-	-	-	-	-	-	-	-
Calendar Year 6	-	-	-	-	-	-	-	-
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	-	-	-	-	-	-	-	-
Match Source 2 Total	-	-	-	-	-	-	-	-