

FIRST AMENDMENT TO
GRANT AWARD AGREEMENT
(AMIKids Panama City (PCMI Properties, Inc.)/Project #206)

THIS FIRST AMENDMENT TO GRANT AWARD AGREEMENT (this “**Amendment**”) is made and entered into as of 6 Feb, 2023, by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“**Triumph**”), and PCMI PROPERTIES, INC., a Florida not-for-profit corporation (“**Grantee**”).

WITNESSETH:

WHEREAS, Triumph and AMIKIDS PANAMA CITY, INC., a Florida not-for-profit corporation (“**AMI**”), executed that certain Grant Award Agreement dated January 4, 2020 (the “**Agreement**”). All capitalized terms herein shall have the meanings set forth in the Agreement; and

WHEREAS, by that certain Assignment and Assumption of Grant Award Agreement dated March 22, 2021, AMI assigned all of it right, title, and interest in, to, and under the Agreement to Grantee, and Grantee agreed to assume all of AMI’s obligations under the Agreement.

WHEREAS, Triumph has agreed to increase the Grant by Ten Thousand Dollars (\$10,000.00) to allow Grantee to purchase drones for the Project; and

WHEREAS, Triumph and Grantee 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 Grantee hereby agree as follows:

1. **Additional Grant Funds/Amendment to Section 2.** The total Grant amount is hereby increased by Ten Thousand and 00/100 Dollars (\$10,000) (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 Grantee in the aggregate maximum amount of One Million Seven Hundred Forty Seven Thousand Five Hundred and 00/100 Dollars (\$1,747,500) (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 \$1,737,500 to \$1,747,500.

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 \$3,417,752, of which (i) Grantee is contributing \$1,670,252 toward the Project as shown in the Budget (the “**Matching Funds**”), and (ii) \$1,747,500 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 \$3,417,752, Grantee 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 Grantee 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, Grantee 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 Grantee 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.

Grantee:

PCMI PROPERTIES, INC., a Florida not-for-profit corporation


By: 
Print Name: Ron Boyce
Title: Executive Director

ATTEST:

By: 
Print Name: Chelsea House
Title: Business Manager

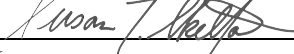
TRIUMPH:

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

By: 
Print Name: Reynolds Henderson
Title: Treasurer

By: 
Print Name: David M. Bear
Title: Chairman

ATTEST:

By: 
Print Name: Susan Skelton
Title: Secretary

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EXHIBIT “A”

Budget

(See attached)

Exhibit A
#206 AMIKids Pc Marine Inst STEM and Business
Detail of Project Account to Date

	Equipment and Supplies	Trainingsn& Certification Fees	Salaries and Benefits	Renovation of Career Labs	Total
Project Total					
2021	194,537.00	97,400.00	223,070.00	125,000.00	640,007.00
2022	25,000.00	122,849.00	227,530.00	150,000.00	525,379.00
2023	35,000.00	123,306.00	232,080.00	150,000.00	540,386.00
2024	25,000.00	123,772.00	235,548.00	150,000.00	534,320.00
2025	25,000.00	114,247.00	239,846.00	-	379,093.00
2026	25,000.00	64,732.00	379,472.00	-	469,204.00
2027	-	50,000.00	259,363.00	-	309,363.00
2028	-	20,000.00	-	-	20,000.00
Project Total	329,537.00	716,306.00	1,796,909.00	575,000.00	3,417,752.00
Triumph					
2021	194,537.00	75,000.00	166,674.00		436,211.00
2022	25,000.00	100,000.00	170,007.00		295,007.00
2023	35,000.00	100,000.00	173,407.00		308,407.00
2024		100,000.00	176,875.00		276,875.00
2025		100,000.00	180,000.00		280,000.00
2026		50,000.00	51,000.00		101,000.00
2027		40,000.00			40,000.00
2028		10,000.00			10,000.00
Triumph Total	254,537.00	575,000.00	917,963.00	-	1,747,500.00
Grantee					
2021		22,400.00	56,396.00	125,000.00	203,796.00
2022		22,849.00	57,523.00	150,000.00	230,372.00
2023		23,306.00	58,673.00	150,000.00	231,979.00
2024	25,000.00	23,772.00	58,673.00	150,000.00	257,445.00
2025	25,000.00	14,247.00	59,846.00		99,093.00
2026	25,000.00	14,732.00	328,472.00		368,204.00
2027		10,000.00	259,363.00		269,363.00
2028		10,000.00			10,000.00
Grantee Total	75,000.00	141,306.00	878,946.00	575,000.00	1,670,252.00