

THIRD AMENDMENT TO
GRANT AWARD AGREEMENT
(Wakulla County School Board/Project #198)

THIS THIRD AMENDMENT TO GRANT AWARD AGREEMENT (this “**Amendment**”) is made and entered into as of April 7, 2023, by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“**Triumph**”), and WAKULLA COUNTY SCHOOL BOARD (“**WCSB**”).

WITNESSETH:

WHEREAS, Triumph and WCSB executed that certain Grant Award Agreement dated October 21, 2019, as amended by (i) that certain First Amendment to Grant Award Agreement dated February 4, 2021, and (ii) that certain Second Amendment to Grant Award Agreement dated August __, 2022 (as amended, 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 Fifty Thousand Dollars (\$50,000) to allow WCSB to purchase drones for the Project; and

WHEREAS, Triumph and WCSB 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 WCSB hereby agree as follows:

1. **Additional Grant Funds/Amendment to Section 2.** The total Grant amount is hereby increased by Fifty Thousand and 00/100 Dollars (\$50,000) (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 WCSB in the aggregate maximum amount of Two Million One Hundred Sixty Thousand and 00/100 Dollars (\$2,160,000) (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 \$2,110,000 to \$2,160,000.

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 \$2,817,135, of which (i) WCSB shall pay \$657,135 as shown in the Budget (collectively, the “**Matching Funds**”), and (ii) \$2,160,000 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 \$2,817,135, WCSB 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 WCSB 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, WCSB 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 WCSB 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.

WCSB:

WAKULLA COUNTY SCHOOL BOARD

By: Melisa Taylor
Print Name: Melisa Taylor
Title: Chair

ATTEST:

By: Robert Pearce
Print Name: Robert Pearce
Title: Superintendent

TRIUMPH:

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

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

By: Reynolds Henderson
Print Name: Reynolds Henderson
Title: Treasurer

ATTEST:
By: Susan Skelton
Print Name: Susan Skelton
Title: Secretary

EXHIBIT "A"

Budget

(See attached)

Exhibit A
198-Wakulla
Budget

Estimated construction start date if applicable
Estimated education component start date if applicable

	Teacher Training	Supplies/Equipment/Cert Fees	Personnel	Transportation	Total
Please change year # to actual year					
Project Total					
2020	17,142.86	151,428.57	85,714.26	14,059.47	268,345.16
2021	17,142.86	151,428.57	85,714.26	66,919.14	321,204.83
2022	17,142.86	151,428.57	191,019.32	-	359,590.75
2023	17,142.86	201,428.57	251,019.32	-	469,590.75
2024	17,142.86	151,428.57	251,019.32	-	419,590.75
2025	26,958.61	161,244.33	251,019.32	-	439,222.26
2026	17,142.86	151,428.57	251,019.32	-	419,590.75
2027	-	-	120,000.00	-	120,000.00
Calendar Year 9	-	-	-	-	-
Calendar Year 10	-	-	-	-	-
Calendar Year 11	-	-	-	-	-
Project Total	129,815.77	1,119,815.75	1,486,525.12	80,978.61	2,817,135.25
Triumph					
2020	17,142.86	151,428.57	85,714.26	-	254,285.69
2021	17,142.86	151,428.57	85,714.26	-	254,285.69
2022	17,142.86	151,428.57	115,714.26	-	284,285.69
2023	17,142.86	201,428.57	145,714.26	-	364,285.69
2024	17,142.86	151,428.57	145,714.26	-	314,285.69
2025	17,142.86	151,428.57	145,714.26	-	314,285.69
2026	17,142.86	151,428.57	145,714.26	-	314,285.69
2027	-	-	60,000.00	-	60,000.00
Calendar Year 9	-	-	-	-	-
Calendar Year 10	-	-	-	-	-
Calendar Year 11	-	-	-	-	-
Triumph Total	120,000.02	1,109,999.99	929,999.82	-	2,159,999.83
Grantee					
2020	-	-	-	14,059.47	14,059.47
2021	-	-	-	66,919.14	66,919.14
2022	-	-	75,305.06	-	75,305.06
2023	-	-	105,305.06	-	105,305.06
2024	-	-	105,305.06	-	105,305.06
2025	9,815.75	9,815.76	105,305.06	-	124,936.57
2026	-	-	105,305.06	-	105,305.06
2027	-	-	60,000.00	-	60,000.00
Calendar Year 9	-	-	-	-	-
Calendar Year 10	-	-	-	-	-
Calendar Year 11	-	-	-	-	-
Grantee Total	9,815.75	9,815.76	556,525.30	80,978.61	657,135.42
Match Source 1					
2020	-	-	-	-	-
2021	-	-	-	-	-