

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

THIS SECOND 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 the GULF COUNTY SCHOOL DISTRICT ("**GCSD**").

WITNESSETH:

WHEREAS, Triumph and GCSD executed that certain Grant Award Agreement dated April 29, 2019, as amended by that certain First Amendment to Grant Award Agreement dated January 31, 2023 (as amended, the "**Agreement**"). All capitalized terms herein shall have the meanings set forth in the Agreement; and

WHEREAS, GCSD has requested that Triumph decrease the Grant by One Hundred Thousand Dollars (\$100,000) and make certain amendments be made to the Agreement, and Triumph has agreed to do so 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. **Reduction in Grant Amount/Amendment to Section 2.** The total Grant amount is hereby decreased by One Hundred Thousand and 00/100 Dollars (\$100,000). 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 Seven Hundred Ten Thousand and 00/100 Dollars (\$710,000) (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 \$810,000 to \$710,000.

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 \$1,362,000, of which (i) GCSD shall pay \$652,000 as shown in the Budget (collectively, the "**Matching Funds**"), and (ii) \$710,000 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 \$1,362,000, 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. References to Budget amounts and dates set forth in Section 4.1 of the Agreement are hereby modified to coincide with the amounts and dates shown on the Budget.

4. **Amendment to Section 8.3.** Section 8.3 of the Agreement is hereby amended to read in its entirety as follows:

"8.3 **Performance Metrics:** In the event GCSD fails to timely achieve at the following performance metric, then in accordance with Section 8.4 below GCSD shall upon written demand by Triumph repay to Triumph all portions of Grant theretofore disbursed to and received by GCSD:

By June 30, 2027, not less than 150 certificates approved under the Florida Career and Professional Education Act (CAPE) or the Florida Master Credential List will have been issued to students in the areas of Small Unmanned Aerial Systems (UAS) Safety, Agricultural Use of UAS Technology, or Visual Line of Sight Operator (VOS). In addition, the foregoing certificate programs are intended to be durable. Accordingly, using GCSD's own funds after the Grant funds have been fully disbursed, GCSD must continue the programs for at least three (3) years after the after the date on which the 150th certificate has been issued. Notwithstanding the foregoing, in the event GCSD desires to change the subject areas of certification programs described above, GCSD shall submit a written request for such change. Triumph shall have thirty (30) days from the date of receipt of such request to approve or disapprove of such change. Triumph's failure to either approve or disapprove of such change within such thirty (30) day period shall be deemed approval.

The calculation of the number of certifications for satisfaction of the Performance Metrics shall be made by Rick Harper or another similarly qualified economist or analyst selected by Triumph.

At any time and from time to time, upon written request by Triumph, GCSD shall within thirty (30) days of such request, deliver to Triumph such data, reports, payroll records, financial statements and reporting, and other documents, instruments, and information, as well as its State of Florida employment reporting forms (collectively, "**Back-up Data**") as Triumph requires in order to determine whether GCSD achieved the above Performance Metrics. GCSD's refusal or failure to timely provide any requested Back-up Data shall be deemed GCSD's failure to timely achieve the above performance metric. Notwithstanding the foregoing, so long as GCSD is making diligent efforts to obtain the Back-up Data from third

parties, the thirty (30) day deadline described above shall be reasonably extended with respect to any Back-up Data needed to be obtained from third parties.”

5. **Amendment to Section 8.4.** The first sentence of Section 8.4 is hereby deleted and replaced with the following:

“Upon the occurrence of any of the events described in Sections 8.1 or 8.2 above, or in the event GCSD fails to timely achieve the Performance Metrics described in Section 8.3 above, then, upon written demand by Triumph, GCSD shall within ninety (90) days of such demand repay to Triumph all amounts of the Grant that were theretofore disbursed to and received by GCSD, together with interest at the rate *Wall Street Journal Prime Rate* plus three percent (3%) per annum on such amounts to be repaid.”

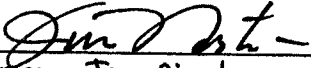
6. **No Other Amendments.** Except as expressly provided above, the Agreement shall remain unmodified and in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment be executed as of as of May 22, 2023 (the "Effective Date").

GCSD:

GULF COUNTY SCHOOL DISTRICT

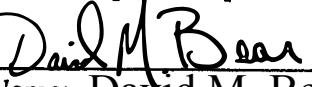
By: 
Print Name: Tim Nerton
Title: Superintendent

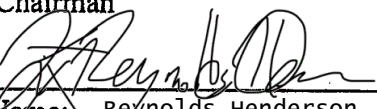
ATTEST:

By: 
Print Name: Ruby Sue Knox
Title: Chairman

TRIUMPH:

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

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

By: 
Print Name: Reynolds Henderson
Title: Treasurer

ATTEST:

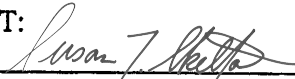
By: 
Print Name: Susan Skelton
Title: Secretary

EXHIBIT "A"

BUDGET

(See attached)

Exhibit A
#153 Gulf County School District - Unmanned Systems
Budget

		Personnel & Fringe	Pro. Dev. /Stipends	Equipment	Curricula	Construction	Supplies	Fees/Dues	Total
Project Total									
	2019	130,620.00	4,217.00	40,000.00	15,000.00	-	6,000.00	6,000.00	201,837.00
	2020	192,645.00	-	30,000.00	15,000.00	2,061.00	4,000.00	6,000.00	249,706.00
	2021	197,531.00	-	40,000.00	15,000.00	-	4,000.00	6,000.00	262,531.00
	2022	203,455.00	-	20,000.00	15,000.00	-	3,000.00	6,000.00	247,455.00
	2023	207,849.00	-	80,000.00	15,000.00	-	3,000.00	6,000.00	311,849.00
	2024	69,900.00	-	18,722.00	-	-	-	-	88,622.00
	2025	-	-	-	-	-	-	-	-
	2026	-	-	-	-	-	-	-	-
	2027	-	-	-	-	-	-	-	-
Project Total		1,002,000.00	4,217.00	228,722.00	75,000.00	2,061.00	20,000.00	30,000.00	1,362,000.00
Triumph									
	2019	70,000.00	4,217.00	40,000.00	15,000.00	-	6,000.00	6,000.00	141,217.00
	2020	70,000.00	-	30,000.00	15,000.00	2,061.00	4,000.00	6,000.00	127,061.00
	2021	70,000.00	-	40,000.00	15,000.00	-	4,000.00	6,000.00	135,000.00
	2022	70,000.00	-	20,000.00	15,000.00	-	3,000.00	6,000.00	114,000.00
	2023	70,000.00	-	80,000.00	15,000.00	-	3,000.00	6,000.00	174,000.00
	2024	-	-	18,722.00	-	-	-	-	18,722.00
	2025	-	-	-	-	-	-	-	-
	2026	-	-	-	-	-	-	-	-
	2027	-	-	-	-	-	-	-	-
Triumph Total		350,000.00	4,217.00	228,722.00	75,000.00	2,061.00	20,000.00	30,000.00	710,000.00
Grantee - Gulf District Schools									
	2019	60,620.00	-	-	-	-	-	-	60,620.00
	2020	122,645.00	-	-	-	-	-	-	122,645.00
	2021	127,531.00	-	-	-	-	-	-	127,531.00
	2022	133,455.00	-	-	-	-	-	-	133,455.00
	2023	137,849.00	-	-	-	-	-	-	137,849.00
	2024	69,900.00	-	-	-	-	-	-	69,900.00
	2025	-	-	-	-	-	-	-	-
	2026	-	-	-	-	-	-	-	-
	2027	-	-	-	-	-	-	-	-
Grantee Total		652,000.00	-	-	-	-	-	-	652,000.00