

SECOND AMENDMENT TO  
GRANT AWARD AGREEMENT  
(Pensacola Airport MRO/Project #120)

THIS SECOND AMENDMENT TO GRANT AWARD AGREEMENT (this “Amendment”) is made and entered into as of      May 25     , 2022, by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“Triumph”) and CITY OF PENSACOLA, a Florida municipal corporation (“City”).

WITNESSETH:

WHEREAS, Triumph and City are parties to that certain Grant Award Agreement dated April 29, 2019, as amended by that certain First Amendment to Grant Award Agreement dated October 8, 2021 (as amended, the “Agreement”). All capitalized terms herein shall have the meanings set forth in the Agreement; and

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

WHEREAS, Triumph is agreeable to certain amendments to 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 City hereby agree as follows:

1. **Amendment to Section 3.2:** Section 3.2 of the Agreement is hereby deleted and replaced in its entirety with the following:

“3.2 The City and a qualified construction manager at risk (“CMAR”) executing a guaranteed maximum price contract (the “CMAR Contract”) for the construction of Hangar 2 and associated elements and the City and a qualified design/build firm (the “Design/Build Firm” executing a guaranteed maximum price contract (the “Design/Build Contract”) for the construction of combined Hangars 3 and 4 and associated elements within the Project Titan budget of \$210,125,000 no later than June 30, 2023. Triumph shall have the right to approve the CMAR Contract and the Design Build Contract in accordance with Section 5.7 below. The City shall provide Triumph with a true, correct, complete, and executed copy of the CMAR Contract and the Design Build Contract. The CMAR Contract was executed on February 28,

2020, and the First Amendment thereto (among other things, providing for the guaranteed maximum price for Hangar 2 and associated elements) was executed on May 27, 2021. In the event that the Design/Build Contract is not in place by June 30, 2023, the Grant shall be deemed automatically rescinded and revoked and this Agreement shall be deemed automatically terminated and the parties shall have no further liabilities or obligations to each other hereunder; provided, however, that in the event that Triumph from time to time in its sole discretion extends such deadline either before the expiration thereof or within one hundred twenty (120) days after the expiration of such deadline, this Agreement shall automatically be deemed reinstated and shall continue in full force and effect subject to such extended deadline. If the CMAR Contract or the Design/Build Contract is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for Project Titan fifty percent (50%) or more of the cost of Project Titan is to be paid from state appropriated funds, then the City must comply with the requirements of Sections 255.0991 and 255.0992, F.S.”

2. **Amendment to Exhibit “C”:** The Funding Schedule attached to the Agreement as Exhibit “C” is hereby deleted and replaced with the form of Budget/Timeline attached hereto as Exhibit “C” and incorporated herein, and all references in the Agreement to the Funding Schedule shall hereafter mean and refer to Exhibit “C” attached hereto,
3. **No Other Amendments.** Except as expressly provided above, the Agreement shall remain unmodified and in full force and effect.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURES ON FOLLOWING PAGE.]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

CITY:

CITY OF PENSACOLA.  
a Florida municipal corporation

By: [Signature] for:  
Grover C. Robinson, IV, Mayor

ATTEST:

By: [Signature]  
Ericka L. Burnett, City Clerk  
*ROBYN M. TICE, ASST.*

Approved as to Content:

[Signature]  
Matthew F. Coughlin, Airport Director

Approved as to Form:  
[Signature]  
Charles Peppler, City Attorney

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

CONSENT OF VT MOBILE AEROSPACE ENGINEERING, INC.

VT Mobile Aerospace Engineering, Inc. hereby gives its consent to the foregoing Second Amendment to Grant Award Agreement (Pensacola Airport MRO / Project #120) and agrees that nothing contained in such Second Amendment shall be construed or operate to alter or diminish in any respect the obligations of VT Mobile Aerospace Engineering, Inc. under that certain Performance Agreement dated April 29, 2019, between Triumph Gulf Coast, Inc. and VT Mobile Aerospace Engineering, Inc., which obligations are hereby ratified and affirmed.

This the \_\_\_\_ day of \_\_\_\_\_, 2022.

VT MOBILE AEROSPACE ENGINEERING, INC.,  
an Alabama corporation

By: \_\_\_\_\_

William Hafner  
Chief Integration Officer  
Project Titan

**EXHIBIT "C"**

**Project Budget/Timeline**

**(See attached)**

**Exhibit A**  
**PROJECT #120 - TITAN**  
**Budget**

Estimated construction start date                      Spring 2023

		Planning and Construction	Total
<b>Project Total</b>			
	2022	21,446,500	21,446,500
	2023	72,782,831	72,782,831
	2024	57,820,834	57,820,834
	2025	58,074,835	58,074,835
<b>Project Total</b>		<b>210,125,000</b>	<b>210,125,000</b>
<b>Triumph</b>			
	2022	1,330,000	1,330,000
	2023	21,556,666	21,556,666
	2024	21,556,667	21,556,667
	2025	21,556,667	21,556,667
<b>Triumph Total</b>		<b>66,000,000</b>	<b>66,000,000</b>
<b>City of Pensacola</b>			
	2022	1,807,000	1,807,000
	2023	4,397,666	4,397,666
	2024	4,397,667	4,397,667
	2025	4,397,667	4,397,667
<b>City of Pensacola Total</b>		<b>15,000,000</b>	<b>15,000,000</b>
<b>Escambia County</b>			
	2022	1,807,000	1,807,000
	2023	4,397,666	4,397,666
	2024	4,397,667	4,397,667
	2025	4,397,667	4,397,667
<b>Escambia County Total</b>		<b>15,000,000</b>	<b>15,000,000</b>
<b>VT MAE</b>			
	2022	3,014,000	3,014,000
	2023	10,662,000	10,662,000
	2024	10,662,000	10,662,000
	2025	10,662,000	10,662,000
<b>VT MAE Total</b>		<b>35,000,000</b>	<b>35,000,000</b>
<b>Florida Department of Transportation</b>			
	2022	6,426,000	6,426,000
	2023	23,748,000	23,748,000
	2024	8,786,000	8,786,000
	2025	9,040,000	9,040,000
<b>Florida Department of Transportation Total</b>		<b>48,000,000</b>	<b>48,000,000</b>

<b>Governor's Job Growth Fund (DEO)</b>			
	2022	4,000,000	4,000,000
	2023	4,958,333	4,958,333
	2024	4,958,333	4,958,333
	2025	4,958,334	4,958,334
		<u>18,875,000</u>	<u>18,875,000</u>
<b>Governor's Job Growth Fund (DEO)</b>			
	2022	3,062,500	3,062,500
	2023	3,062,500	3,062,500
	2024	3,062,500	3,062,500
	2025	3,062,500	3,062,500
		<u>12,250,000</u>	<u>12,250,000</u>

<b>Project Total</b>			<b>\$ 210,125,000</b>
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*NOTE: All reported to the the State of Florida  
Auditor no Triumph funds would be used for  
Hangar 2. Triumph funds are to be expended on  
Hangar 3, Hangar 4, Service Support Centers and  
the administrative office building.*