

SECOND AMENDMENT TO
GRANT AWARD AGREEMENT
(Gulf Coast State College/Project #202)

THIS SECOND AMENDMENT TO GRANT AWARD AGREEMENT (this “**Amendment**”) is made and entered into as of the Effective Date as set forth on the signature page below, by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“**Triumph**”), and GULF COAST STATE COLLEGE (“**Grantee**”).

WITNESSETH:

WHEREAS, Triumph and Grantee are parties to that certain Grant Award Agreement dated August 22, 2020, as amended by that certain First Amendment to Grant Award Agreement dated December 16, 2021 (as amended, the “**Agreement**”). All capitalized terms herein shall have the meanings set forth in the Agreement; and

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

WHEREAS, Triumph is agreeable to such amendments 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. **Reduction in Total Project Cost, Grant Amount, and Matching Funds.** The total cost of the Project is reduced by \$3,894,828 (from \$10,025,035 to \$6,130,207); the total Grant amount is reduced by \$498,749 (from \$5,147,750 to \$4,649,001); and the total Matching Funds are reduced by \$3,396,079 (from \$4,877,285 to \$1,481,206), all of which Matching Funds shall be provided by Grantee and none shall be provided by Skyborne Technology. Accordingly, the Agreement is hereby amended to as follows:

(a) **Amendment to Section 2.** Section 2 of the Agreement is hereby amended to read in its entirety as follows:

“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 Four Million Six Hundred Forty Nine Thousand One and 00/100 Dollars (\$4,649,001) (the “**Grant**”) to provide partial funding for the Project.”

All other references in the Agreement and any Exhibits thereto to a Grant amount of \$5,147,750 are hereby changed to \$4,649,001.

(b) **Amendment to Section 5.2.** The first three sentences of Section 5.2 of the Agreement are hereby amended to read in their entirety as follows:

“The total cost of the Project is \$6,130,207 of which (i) Grantee is paying \$1,481,206 toward the Project (the “**Matching Funds**”), and (ii) \$4,649,001 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 \$6,130,207, Grantee shall be solely responsible for such excess.”

(c) **Amendment to Section 6(g).** Section 6(g) of the Agreement is hereby amended to read in its entirety as follows:

“(g) **Matching Funds.** Grantee has or will have on hand as its own funds of not less than \$1,481,206 for the Matching Funds, all dedicated to completion of the Project as contemplated in the Grant Application.”

In addition, the reference to Skyborne Technology in Section 7(k) of the Request for Funding of Grant attached as Exhibit “B” to the Agreement is hereby deleted.

2. **Amendment to Section 4.1.** Section 4.1 of the Agreement is hereby amended to read in its entirety as follows:

“The Grant shall be allocated as more fully shown in the Budget attached hereto as Exhibit “A” and incorporated herein (the “**Budget**”).”

3. **Amendment to Budget.** The Budget attached as Exhibit “A” to the Agreement is hereby deleted and replaced with the Budget attached hereto as Exhibit “A” and incorporated herein. All references to the Budget in the Agreement shall hereafter mean and refer to the Budget attached hereto as Exhibit “A.”

4. **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 _____, 2023 (the “**Effective Date**”).

GRANTEE:

GULF COAST STATE COLLEGE

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

TRIUMPH:

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

By: _____

Print Name: _____

Title: Chairman

By: _____

Print Name:

Title: Treasurer

ATTEST:

By: _____

Print Name: _____

Title: Secretary

EXHIBIT “A”

Budget

(see attached)

Exhibit A

#202

Budget

Estimated construction start date if applicable

Estimated education component start date if applicable

		Equipment and Vehicle Services and Maintenance	Personnel	Supplies, Professional Development and Emergency Deployment	Facilities	Total
Project Total						
	2020	2,599,502.00	38,159.00	-	10,480.00	2,648,141.00
	2021	1,142,527.00	194,220.00	2,397.00	48,200.00	1,387,344.00
	2022	574,877.00	241,698.00	96,346.00	58,560.00	971,481.00
	2023	117,951.00	265,640.00	26,450.00	58,240.00	468,281.00
	2024	3,600.00	265,640.00	-	58,240.00	327,480.00
	2025	3,600.00	265,640.00	-	58,240.00	327,480.00
Project Total		4,442,057.00	1,270,997.00	125,193.00	291,960.00	6,130,207.00
Triumph						
	2020	2,530,610.00				2,530,610.00
	2021	1,142,527.00		1,938.00		1,144,465.00
	2022	269,877.00		28,368.00		298,245.00
	2023	117,951.00		26,450.00		144,401.00
	2024		265,640.00			265,640.00
	2025		265,640.00			265,640.00
Triumph Total		4,060,965.00	531,280.00	56,756.00		4,649,001.00
Grantee						
	2020	68,892.00	38,159.00		10,480.00	117,531.00
	2021		194,220.00	459.00	48,200.00	242,879.00
	2022	305,000.00	241,698.00	67,978.00	58,560.00	673,236.00
	2023		265,640.00		58,240.00	323,880.00
	2024	3,600.00			58,240.00	61,840.00
	2025	3,600.00			58,240.00	61,840.00
Grantee Total		381,092.00	739,717.00	68,437.00	291,960.00	1,481,206.00