

SECOND AMENDMENT TO
GRANT AWARD AGREEMENT
(Florida Institute for Human and Machine Cognition, Inc./Project #233)

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 the FLORIDA INSTITUTE FOR HUMAN AND MACHINE COGNITION, INC., a Florida not-for-profit research institute of the State of Florida University System established and organized pursuant to Section 1004.447, Florida Statutes (“**Grantee**”).

WITNESSETH:

WHEREAS, Triumph and Grantee are parties to that certain Grant Award Agreement dated March 23, 2021, as amended by that certain First Amendment to Grant Award Agreement dated November 3, 2022 (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. Amendments to Sections 2 and 5.2/Increase in Grant Amount, Matching Funds, and Total Project Cost.

(a) The amount of the Grant as defined in Section 2 of the Agreement is hereby increased by Seven Million Eight Hundred Ninety Eight Thousand Two Hundred Thirty Seven Dollars (\$7,898,237), from Eleven Million Nine Hundred Sixty Eight Thousand One Hundred Nineteen Dollars (\$11,968,119), to a total Grant amount of Nineteen Million Eight Hundred Sixty Six Thousand Three Hundred Fifty Six Dollars (\$19,866,356).

(b) The total amount of the Matching Funds as defined in Section 5.2 of the Agreement is hereby increased by Twenty Two Million Seven Hundred Ninety Eight Thousand Eight Hundred Eighty Six Dollars (\$22,798,886), from Sixty Six Million Nine Hundred Forty Nine Thousand Six Hundred Seventy Seven Dollars (\$66,949,677), to a total of Eighty Nine Million Seven Hundred Forty Eight Thousand Five Hundred Sixty Three Dollars (\$89,748,563), with the amount of the Matching Funds provided by Grantee being decreased by Seven Hundred Thirty Two Thousand Six Hundred Twenty One Dollars (\$732,621), from Thirty Million Nine Hundred Forty Nine Thousand Six Hundred Seventy Seven Dollars (\$30,949,677), to a total of Thirty Million Two Hundred Seventeen Thousand Fifty Six Dollars (\$30,217,056), and the amount of the Matching Funds provided by external sources being increased by Twenty Three Million Five Hundred Thirty One Thousand Five Hundred Seven Dollars (\$23,531,507), from Thirty Five Million Dollars

(\$35,000,000), to a total of Fifty Eight Million Five Hundred Thirty One Thousand Five Hundred Seven Dollars (\$58,531,507).

(c) The total cost of the Project as described in Section 5.2 of the Agreement is hereby increased by \$30,697,123, from \$78,917,796 to \$109,614,919.

(d) In accordance with subsections (a), (b), and (c) above, the first four sentences of Section 5.2 of the Agreement are hereby amended to read in its entirety as follows:

“The total cost of the Project is \$109,614,919, of which (A) (i) Grantee is contributing \$30,217,056, (ii) a private donor is contributing \$1,000,000, (iii) new external matching grants will be contributing \$58,531,507 above and beyond the contribution specific in 5.2(A)(i) (collectively, the “**Matching Funds**”), and (B) \$19,866,356 is being provided by the Grant. It is expressly understood and agreed that the term “Matching Funds” as defined herein include but not are limited to all externally funded projects and includes internal funding and donor funding but the word “Match” or “Matching” for purposes of this Agreement is not subject to the definition of “Match” as set forth in OMB 2 CFR 200.306. The total estimated cost of the Project is based upon the Budget. To the extent that the actual cost of the Project exceeds \$109,614,919, Grantee shall be solely responsible for such excess.”

(e) All references in the Agreement to the \$11,968,119 Grant amount shall hereafter be deemed references to the \$19,866,356 Grant amount; all references in the Agreement to the Matching Funds amount shall hereafter be deemed references to the Matching Funds described in Section 1(d) above; and references in the Agreement to the \$78,917,796 total cost of the Project shall hereafter be deemed references to the total cost of the Project of \$109,614,919.

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

3. **Amendment to Funding Procedures.** The following amendments shall be made to the Agreement:

(a) The first sentence of Section 4.2 is hereby amended to read in its entirety as follows:

“Grantee shall submit to Triumph a separate Request for Funding for each Budget category on the form attached hereto as **Exhibit “B”** and incorporated herein (a “**Request for Funding**”) in accordance with the

Budget and shall submit information pursuant to a SmartSheet system by Grantee's authorized users listed in **Exhibit "C"** attached hereto and incorporated herein."

(b) The reference to "\$100,000" in line 20 of the first paragraph of Section 4.2 is hereby changed to "\$400,000."

(c) Lines 4 – 11 on page 3 (starting with "All amounts funded to . . ." and ending with ". . . retained by Grantee.") are hereby deleted and replaced with the following:

"All amounts funded to Grantee pursuant to a Request for Funding shall be, at Triumph's option, either:

(i) paid to Grantee as a disbursement, in which case Grantee shall pay contractors, vendors supplying equipment, materials, or services, and/or employees performing work, in each case consistent with the Budget. All Requests for Funding shall only request funds that are then currently due and payable to vendors or that will be due and payable to vendors within ninety (90) days after the date of the Request for Funding. The amount of any Grant funds disbursed to Grantee under a Request for Funding but not paid to vendors within sixty (60) days of receipt of such funds by Grantee shall be deducted from the next Request for Funding; or

(ii) paid to Grantee as a reimbursement of amounts Grantee has already paid to contractors, vendors supplying equipment, materials, or services, and/or employees performing work, in each case consistent with the Budget, in which case the Grant funds shall be retained by Grantee.

In addition, Grantee shall supply Triumph with detailed architectural and construction documents excluding any sensitive information which shall be redacted from the documentation. Grantee shall also furnish the vendor supplied estimated schedule of payments."

(d) Notwithstanding anything in the Agreement to the contrary, as of the Effective Date of this Amendment, Triumph shall not be obligated to disburse any additional Grant funds unless and until all Grant funds disbursed to Grantee prior to the Effective Date of this Amendment have been paid to vendors in accordance with the Budget.

4. **Amendment to Section 3.2.** The first sentence of Section 3.2 of the Agreement is hereby amended to read in its entirety as follows:

"For contracts and/or purchases exceeding \$325,000 for services, equipment, or construction or renovations to public property, Grantee shall obtain competitive bids when required under Grantee's own purchasing standards and procedures and under applicable statutes, rules, and regulations, including, but not limited to, Section 255, Florida Statutes. Grantee shall upload a copy of Grantee's applicable standards or procedures to Triumph's SmartSheet system upon request. When awarding contracts according to the applicable statutes, rules, and regulations,

Grantee shall award the contract to the lowest cost qualified responsive bidder considering the selection criteria contained within the solicitation. Triumph shall have the right to review and approve the proposed award.”

5. **Amendment to Section 5.3.** The following shall be added as a new sentence at the end of Section 5.3:

“In addition, until construction of the Project is completed, Grantee shall on a quarterly basis on or before the end of each calendar quarter, submit to Triumph an activity report which outlines the progress of the construction portion of the Project.”

6. **Amendment to Section 5.7.** The first sentence of Section 5.7 of the Agreement is hereby amended to read in their entirety as follows:

“Before Grantee executes or obligates itself in any manner, Triumph shall have the right to review and approve (i) any and all proposed contracts for construction, Equipment, Supplies or Personnel in excess of \$250,000 in connection with the Project (each, a “**Contract**” or “**contract**” and collectively, the “**Contracts**” or “**contracts**”), (ii) any proposed amendments or change orders to previously approved Contracts for construction in excess of \$65,000, and (iii) any proposed amendments or change orders to previously approved Contracts for Equipment, Supplies or Personnel in excess of \$250,000.”

7. **Amendment to Performance Metrics.** In order to increase the required value of research grants from \$35,000,000 to \$58,531,507 in Performance Metric #1, and to extend the deadline for completion thereof from December 31, 2034 to December 31, 2036, Section 8.3(a) of the Agreement is hereby amended to read in its entirety as follows:

(a) **Performance Metric #1:** As of December 31, 2036, Grantee shall have been awarded not less than Fifty Eight Million Five Hundred Thirty One Thousand Five Hundred Seven Dollars (\$58,531,507) in awarded research grants that support the broader objectives of the Project; and”

8. **Amendment to Scope of Grant Application.** The Grant Application referenced in the “WHEREAS” clause of the Agreement shall hereafter mean and include the original Grant Application submitted by Grantee to Triumph on December 4, 2020, as amended, modified, and supplemented by (a) Amendment #1 submitted January 22, 2021, (b) Modification for Phase II submitted September 23, 2022, and (c) Modification for Phase III submitted October 31, 2023.

9. **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 to be executed as of _____, 2023 (the “**Effective Date**”).

GRANTEE:

FLORIDA INSTITUTE FOR HUMAN AND MACHINE COGNITION, INC., a Florida not-for-profit research institute of the State of Florida University System

By: _____
Print Name: Dr. Kenneth Ford
Title: Chief Executive Officer

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 “B”

Budget

(see attached)

Appendix A: Budget

Exhibit A IHMC Center for Human Healthspan, Resilience and Performance (the Center) Budget						
	Supplies & Equipment	Personnel	Facilities	Construction	External Match Expenditures	Total
Project Total						
2020	-	2,937,445	-	-	-	2,937,445
2021	657,910	494,984	7,560	-	-	1,160,454
2022	953,992	1,040,879	3,780	-	828,730	2,827,181
2023	5,401,848	2,933,486	20,000,000	-	-	28,335,334
2024	4,976,480	1,777,011	5,000,000	2,500,000	-	14,253,491
2025	418,237	160,000	-	1,500,000	-	2,078,237
2026	-	160,000	-	-	2,171,270	2,331,270
2027	-	160,000	-	-	-	160,000
2028	-	-	-	-	-	-
2029	-	-	-	-	-	-
2030	-	-	-	-	-	-
2031	-	-	-	-	15,000,000	15,000,000
2032	-	-	-	-	-	-
2033	-	-	-	-	-	-
2034	-	-	-	-	17,000,000	17,000,000
2035	-	-	-	-	-	-
2036	-	-	-	-	23,531,507	23,531,507
Project Total	12,408,467	9,663,605	25,011,340	4,000,000	58,531,507	109,614,919
Triumph						
2020	-	-	-	-	-	-
2021	657,910	87,942	-	-	-	745,852
2022	953,992	358,832	-	-	-	1,312,824
2023	5,401,848	1,843,419	-	-	-	7,245,267
2024	4,976,480	687,696	-	2,500,000	-	8,164,176
2025	418,237	160,000	-	1,500,000	-	2,078,237
2026	-	160,000	-	-	-	160,000
2027	-	160,000	-	-	-	160,000
2028	-	-	-	-	-	-
2029	-	-	-	-	-	-
2030	-	-	-	-	-	-
2031	-	-	-	-	-	-
2032	-	-	-	-	-	-
2033	-	-	-	-	-	-
2034	-	-	-	-	-	-
2035	-	-	-	-	-	-
2036	-	-	-	-	-	-
Triumph Total	12,408,467	3,457,889	-	4,000,000	-	19,866,356
Grantee						
2020	-	1,937,445	-	-	-	1,937,445
2021	-	407,042	7,560	-	-	414,602
2022	-	681,847	3,780	-	-	685,627
2023	-	1,090,067	20,000,000	-	-	21,090,067
2024	-	1,089,315	5,000,000	-	-	6,089,315
2025	-	-	-	-	-	-
2026	-	-	-	-	-	-
2027	-	-	-	-	-	-
2028	-	-	-	-	-	-
2029	-	-	-	-	-	-
2030	-	-	-	-	-	-
2031	-	-	-	-	-	-
2032	-	-	-	-	-	-
2033	-	-	-	-	-	-
2034	-	-	-	-	-	-
2035	-	-	-	-	-	-
2036	-	-	-	-	-	-
Grantee Total	-	5,205,716	25,011,340	-	-	30,217,056

		Supplies & Equipment	Personnel	Facilities	Construction	External Match Expenditures	Total
Private Donor							
	2020		1,000,000				1,000,000
	2021						
	2022						
	2023						
	2024						
	2025						
	2026						
	2027						
	2028						
	2029						
	2030						
	2031						
	2032						
	2033						
	2034						
	2035						
	2036						
Match Source 1 Total			1,000,000				1,000,000
External Match							
	2020						
	2021						
	2022					828,730	828,730
	2023						
	2024						
	2025						
	2026					2,171,270	2,171,270
	2027						
	2028						
	2029						
	2030						
	2031					15,000,000	15,000,000
	2032						
	2033						
	2034					17,000,000	17,000,000
	2035						
	2036					23,531,507	23,531,507
Match Source 2 Total						\$8,331,507	\$8,331,507