

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

THIS FOURTH 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 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 (i) that certain Extension Agreement approved by Triumph on June 19, 2020, (ii) that certain First Amendment to Grant Award Agreement dated October 8, 2021, (iii) that certain Second Amendment to Grant Award Agreement dated May 25, 2022, and (iv) that certain Third Amendment to Grant Award Agreement dated August 30, 2023 (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:

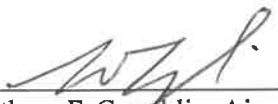
- 1. Extension of Execution Deadline/Amendment to Section 3.2.** The deadline for execution of the CMAR Contract and the Design/Build Contract is hereby extended and shall hereafter mean and refer to June 30, 2025.
- 2. Reinstatement of Grant and Agreement.** Pursuant to Section 3.2 of the Agreement, on June 30, 2024, the Grant could automatically be rescinded and revoked and the Agreement automatically terminated as a result of the City's failure to timely execute the CMAR Contract and the Design/Build Contract. By this Amendment, to the extent any automatic termination occurs, then pursuant to Section 3.2 of the Agreement, Triumph hereby reinstates the Grant and the Agreement retroactive to June 30, 2024.
- 3. No Other Amendments.** Except as expressly provided above, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment be executed effective as of June 28, 2024 (the "Effective Date").

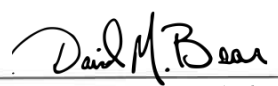
CITY OF PENSACOLA
a Florida municipal corporation

By: 
D.C. Reeves, Mayor

Approved as to Content:


Matthew F. Coughlin, Airport Director

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

By: 
David M. Bear, Chairman

By: 
Reynolds Henderson, Treasurer

Approved as to Form:

BEGGS & LANE, RLLP,
Outside Legal Counsel

By: 
John F. Daniel, Partner

Attest: 
Ericka L. Burnett, City Clerk

Attest: 
Susan Skelton, Secretary

[Affix City Seal]

CONSENT OF VT MOBILE AEROSPACE ENGINEERING, INC.

VT Mobile Aerospace Engineering, Inc. hereby gives its consent to the foregoing Fourth Amendment to Grant Award Agreement (Pensacola Airport MRO / Project #120) and agrees that nothing contained in such Fourth 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 _____, 2024.

VT MOBILE AEROSPACE ENGINEERING, INC.,
an Alabama corporation

By: _____

Name: _____

Title: _____