

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

THIS FOURTH 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 (i) that certain First Amendment to Grant Award Agreement dated November 3, 2022, (ii) that certain Second Amendment to Grant Award Agreement dated December 19, 2023, and (iii) that certain Third Amendment to Grant Award Agreement dated August 25, 2024 (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 and Total Project Cost.

(a) The amount of the Grant as defined in Section 2 of the Agreement is hereby increased by Eight Hundred Fifty Seven Thousand Four Hundred Five Dollars (\$857,405) from Nineteen Million Eight Hundred Sixty Six Thousand Three Hundred Fifty Six Dollars (\$19,866,356), to a total Grant amount of up to Twenty Million Seven Hundred Twenty Three Thousand Seven Hundred Sixty One Dollars (\$20,723,761).

(b) The total cost of the Project as described in Section 5.2 of the Agreement is hereby increased by Eight Hundred Fifty Seven Thousand Four Hundred Five Dollars (\$857,405) from One Hundred Nine Million Six Hundred Fourteen Thousand Nine Hundred Nineteen Dollars (\$109,614,919) to One Hundred Ten Million Four Hundred Seventy Two Thousand Three Hundred Twenty Four Dollars (\$110,472,324).

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

“The total cost of the Project is \$110,472,324, 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 specified in 5.2(A)(i) (collectively, the “**Matching Funds**”), and (B) \$20,723,761 is being provided by the Grant. It is expressly understood and agreed that the term “Matching Funds” as defined herein include but are not 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 \$110,472,324, Grantee shall be solely responsible for such excess.”

(d) All references in the Agreement to the \$19,866,356 Grant amount shall hereafter be deemed references to the \$20,723,761 Grant amount; and references in the Agreement to the \$109,614,919 total cost of the Project shall hereafter be deemed references to the \$110,472,324 total cost of the Project.

2. **Amendment to Budget.** The Budget attached as Exhibit “A” 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 Request for Funding Form.** The Request for Funding form attached as Exhibit “B” to the Agreement is hereby deleted and replaced with the Request for Funding form attached hereto as Exhibit “A” and incorporated herein. All references to the Request for Funding form in the Agreement shall hereafter mean and refer to the Request for Funding form 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 to be executed as of _____, 2024 (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 “A”
FORM OF REQUEST FOR FUNDING OF GRANT
[see attached]

EXHIBIT "A"

Form of

Request for Funding of Grant

(Florida Institute for Human and Machine Cognition, Inc., A Florida not-for-profit research institute of the State of Florida University System /Project #233)

Budget Category: _____
Funding Request #: _____

Pursuant to Section 4.2 of that certain Grant Award Agreement dated _____, 2021 (the "Agreement"), by and between the Florida Institute for Human and Machine Cognition, Inc., a Florida not-for-profit research institute of the State of Florida University System ("Grantee") and Triumph Gulf Coast, Inc., a Florida not-for-profit corporation ("Triumph"), Grantee hereby requests a funding from the Grant (as defined in the Agreement) as follows (all capitalized terms herein shall have the same meanings ascribed to them as set forth in the Agreement):

- 1. Invoices/Purchase Orders/Contracts/Salary to Grantee (List all that are the subject of this Request):

Materialman/Vendor/Grantee	Amount of Invoice
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total:	\$ _____

- 2. Amount of Grant Funding Requested Hereby:

\$ _____

3. (a) Amounts of Grant Previously Funded Under the Agreement: \$ _____
- (b) Amounts of Funding Requested in Item 2 above: \$ _____
- (c) Cumulative Amounts Funded from Grant if this request is approved (add (a) and (b) above): \$ _____
- (d) Remaining Amount of Grant to be funded \$6,078,795 minus the amount in (c) above: \$ _____

4. Attached hereto are (1) true, correct, and complete copies of the invoices referenced in Item 1 above, (2) photographs and/or reports evidencing the completion of the work that is the subject of the invoices referenced in Item 1 above, (3) evidence of use of Matching Funds for their intended purpose, and (4) Project account documentation under Section 7.1 of the Agreement.

5. None of the amounts paid by Grantee in connection with the invoices described in Item 1 above for which funding is requested hereunder shall also have been or will in the future be in any manner (a) reimbursed, returned, refunded, rebated, or otherwise credited to, Grantee by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to Grantee by the State of Florida, the United States, or any agency or instrumentality of any of the foregoing, whether under any grant or loan program or other method of contribution.

6. None of the Contracts under which amounts paid by Grantee in connection with the invoices described in Item 1 above have heretofore been modified, amended, or terminated, except as otherwise approved by Triumph.

7. Grantee hereby certifies, represents, and warrants to Triumph that the following statements are true and correct:

(a) Attached to this Request for Funding is all requested documentation required under Section 4.2 of the Agreement;

(b) This Request for Funding does not seek funding for items other than for the Budget category shown above;

(c) The amount requested, together with all amounts previously funded under the Grant, does not exceed the \$6,078,795 maximum amount of the Grant; the amount requested for the above-shown Budget category, together with all amounts previously funded for such Budget category, does

not exceed the maximum amount allocated to such Budget category; Grantee has used all Grant funds released to date in the amounts and for the purposes stated in the Budget; and Grantee met the employee residency requirement described in Section 4.1 of the Agreement;

(d) Grantee made no misrepresentation or omission of a material nature in the Grant Application, or any supplement or amendment to the Grant Application, or with respect to any document or data furnished with the Grant Application or pursuant to the Agreement;

(e) There is no pending litigation with respect to the performance by Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or funding of the Grant;

(f) Grantee has not taken any action pertaining to the Project which, under the Agreement, requires the approval of Triumph, and Grantee failed to obtain such approval;

(g) There has been no violation of the anti-lobbying/gift or prohibited interest provisions of Sections 9.1, 9.4, or 9.5 of the Agreement;

(h) Grantee is not in material violation, default, or breach of or under any provision of the Agreement;

(i) Grantee is not in breach of any representation or warranty contained in the Agreement;

(j) All Matching Funds have been used for the intended purposes and in the amounts and at the times as set forth in the Budget, and Grantee has provided Triumph with evidence of payment of the Matching Funds toward completion of the Project;

(k) No federal, state, or local agency, or other party (including Grantee and/or any private donors) providing financial assistance to the Project has revoked, suspended, or terminated that financial assistance to the Project, including, but not limited to, the Matching Funds;

(l) With respect to previous fundings of the Grant and payments under Contracts, Grantee has paid, and has provided Triumph with evidence of payment of, the Matching Funds toward completion of the Project;

(m) Grantee has not abandoned or discontinued the Project, nor has the commencement, prosecution, or timely completion of the Project by Grantee been rendered improbable, infeasible, impossible, or illegal;

(n) No portion of the requested funding includes funding for items that are outside the scope of the Project that is contemplated under the Budget;

(o) None of the Project Contracts have been modified, amended, or terminated, or have been subject to a change order, without the prior written consent or deemed approval of Triumph; provided, however, that any change order under \$25,000 shall not be subject to approval under the Agreement

(p) Intentionally omitted;

(q) The Budget has not been amended or increased or decreased by more than 5%;

(r) Completion of the Project is on schedule for completion by the Completion Deadline;

(s) Grantee maintains in full force and effect all insurance required under Section 5.4 of the Agreement;

(t) Grantee is in compliance with all applicable environmental laws and regulations in accordance with Section 5.5 of the Agreement;

(u) Grantee is in compliance with the competitive bidding requirements set forth in Section 3 of the Agreement; and

(v) Grantee is in compliance with the equal employment opportunity and other labor provisions as required by Section 9.3 of the Agreement.

The undersigned, in his/her capacity as _____ of Grantee, hereby certifies to Triumph that the above statements are true and correct. The undersigned also agrees to provide Triumph with such other documents as Triumph shall require in order to determine that the requested funding is consistent with the purposes of the Grant

Date: _____

Print Name: _____

EXHIBIT “B”

Budget

(see attached)

Exhibit B
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	1,507,870	7,560	-	-	2,173,340
2022	953,992	1,320,299	3,780	-	828,730	3,106,801
2023	6,061,471	772,616	-	16,861,104	-	23,695,191
2024	4,276,810	700,954	-	8,473,447	-	13,451,211
2025	458,284	1,828,012	-	2,165,450	-	4,451,746
2026	-	558,386	-	1,500,000	2,171,270	4,229,656
2027	-	218,470	-	-	-	218,470
2028	-	61,393	-	-	-	61,393
2029	-	64,463	-	-	-	64,463
2030	-	67,686	-	-	-	67,686
2031	-	71,070	-	-	15,000,000	15,071,070
2032	-	74,624	-	-	-	74,624
2033	-	78,355	-	-	-	78,355
2034	-	82,273	-	-	17,000,000	17,082,273
2035	-	86,387	-	-	-	86,387
2036	-	90,706	-	-	23,531,507	23,622,213
Project Total	12,408,467	10,521,010	11,340	29,000,000	58,531,507	110,472,324
Triumph						
2020	-	-	-	-	-	-
2021	657,910	87,942	-	-	-	745,852
2022	953,992	358,832	-	-	-	1,312,824
2023	6,061,471	772,616	-	-	-	6,834,087
2024	4,276,810	700,954	-	334,550	-	5,312,314
2025	458,284	941,136	-	2,165,450	-	3,564,870
2026	-	558,386	-	1,500,000	-	2,058,386
2027	-	218,470	-	-	-	218,470
2028	-	61,393	-	-	-	61,393
2029	-	64,463	-	-	-	64,463
2030	-	67,686	-	-	-	67,686
2031	-	71,070	-	-	-	71,070
2032	-	74,624	-	-	-	74,624
2033	-	78,355	-	-	-	78,355
2034	-	82,273	-	-	-	82,273
2035	-	86,387	-	-	-	86,387
2036	-	90,706	-	-	-	90,706
Triumph Total	12,408,467	4,315,294	-	4,000,000	-	20,723,761
Grantee						
2020	-	1,937,445	-	-	-	1,937,445
2021	-	1,419,928	7,560	-	-	1,427,488
2022	-	961,467	3,780	-	-	965,247
2023	-	-	-	16,861,104	-	16,861,104
2024	-	-	-	8,138,897	-	8,138,897
2025	-	886,876	-	-	-	886,876
2026	-	-	-	-	-	-
2027	-	-	-	-	-	-
2028	-	-	-	-	-	-
2029	-	-	-	-	-	-

Exhibit B
 IHMC Center for Human Healthspan, Resilience and Performance (the Center)
 Budget

	Supplies & Equipment	Personnel	Facilities	Construction	External Match Expenditures	Total
2030						-
2031						
2032						
2033						
2034						
2035						
2036						
Grantee Total	-	5,205,716	11,340	25,000,000	-	30,217,056
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	-	-	-	-	58,531,507	58,531,507