

THIRD AMENDMENT TO
GRANT AWARD AGREEMENT
(Gulf County School District/Project #153)

THIS THIRD 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 the GULF COUNTY SCHOOL DISTRICT (“**GCSD**”).

WITNESSETH:

WHEREAS, Triumph and GCSD executed that certain Grant Award Agreement dated April 29, 2019, as amended by that certain First Amendment to Grant Award Agreement dated January 31, 2023, as amended by that certain Second Amendment to Grant Award Agreement dated May 22, 2023 (as amended, the “**Agreement**”). All capitalized terms herein shall have the meanings set forth in the Agreement; and

WHEREAS, GCSD has requested 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 GCSD hereby agree as follows:

1. **Amendment to Budget.** The Budget attached as Exhibit “A” to the Second Amendment to Grant Award Agreement is hereby deleted and replaced with the Budget attached hereto as Exhibit “A” and incorporated herein.

2. **Amendment to Section 4.3.** Section 4.3 is hereby created as follows:

“**4.3** Grantee shall submit a Request for Funding and satisfactory evidence of the expenditures of Matching Funds no less frequently than once during each twelve (12) month period ending on October 31, unless the Budget did not require that any Grant funds or Matching Funds be spent during such period. If no Grant funds are expended or requested for a twelve (12) month period ending on October 31, Grantee shall provide a written explanation or update of such circumstance in the Grantee’s annual report submitted pursuant to Section 5.3 below. Invoices, proof of payment, payroll records, or other evidences of expenditures may not be submitted if they are older than eighteen (18) months. Any invoices, proof of payment, payroll records, or expenditures that are older than eighteen (18) months may not be

reimbursed with Grant funds or counted as Matching Funds, except for any pre-award Matching Funds described in this Agreement and/or in the Budget. The final Request for Funding and satisfactory evidence of the expenditure of all Matching Funds shall be submitted by Grantee no later than one hundred eighty (180) days following the Completion Deadline.”

3. **Amendment to Section 7.2(b)(i).** Section 7.2(b)(i) of the Agreement is hereby deleted and replaced in its entirety with the following:

“(i) Chapter 218, Florida Statutes; applicable rules of the Department of Financial Services (DFS); and applicable of the Rules of the Auditor General. Regardless if Section 10.550 Rules of the Auditor General are applicable or not, Grantee shall provide as part of its Audit for any fiscal year in which funds related to the Deepwater Horizon oil spill are received or expended, a report that includes an opinion (or disclaimer of opinion) as to whether the schedule of receipts and expenditures of such funds is presented fairly in all material respects in relation to the financial statements taken as a whole. The report shall be prepared in accordance with AICPA Professional Standards, AU-C Section 725, promulgated by the American Institute of Certified Public Accountants.”

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 as of _____, 2025 (the “Effective Date”).

GCSD:

GULF COUNTY SCHOOL DISTRICT

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

#153 Gulf County School District - Unmanned Systems

Detail of Project Account to Date

	Personnel & Fringe	Pro. Dev. /Stipends	Equipment, Curricula, Supplies, Fees/Dues	Construction	Total
Project Total					
2019	47,589.00	-	-	-	47,589.00
2020	318,996.00	4,217.00	95,304.00	-	418,517.00
2021	157,155.00	-	22,798.00	2,061.00	182,014.00
2022	145,127.00	-	30,373.00	-	175,500.00
2023	120,907.00	-	22,200.00	-	143,107.00
2024	192,087.00	-	17,670.00	-	209,757.00
2025	20,139.00	-	17,700.00	-	37,839.00
2026	-	-	147,677.00	-	147,677.00
2027	-	-	-	-	-
Project Total	1,002,000.00	4,217.00	353,722.00	2,061.00	1,362,000.00
Triumph					
2019					-
2020	140,000.00	4,217.00	95,304.00		239,521.00
2021	70,000.00		22,798.00	2,061.00	94,859.00
2022	70,000.00		30,373.00		100,373.00
2023	-		22,200.00		22,200.00
2024	70,000.00		17,670.00		87,670.00
2025			17,700.00		17,700.00
2026			147,677.00		147,677.00
2027					
Triumph Total	350,000.00	4,217.00	353,722.00	2,061.00	710,000.00
Grantee - Gulf District Schools					
2019	47,589.00				47,589.00
2020	178,996.00				178,996.00
2021	87,155.00				87,155.00
2022	75,127.00				75,127.00
2023	120,907.00				120,907.00
2024	122,087.00				122,087.00
2025	20,139.00				20,139.00
2026					
2027					
Grantee Total	652,000.00	-	-	-	652,000.00