

FIFTH 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, (“**First Amendment**”); (ii) that certain Second Amendment to Grant Award Agreement dated December 19, 2023, (“**Second Amendment**”), (iii) that certain Third Amendment to Grant Award Agreement dated August 25, 2024, (“**Third Amendment**”) and (iv) that certain Fourth Amendment to Grant Award Agreement dated December 18, 2024 (as amended, collectively the “**Agreement**”). All capitalized terms not otherwise defined 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. **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.”

2. **Amendment to Performance Metric #1.** Section 8.3(a) of the Agreement, as amended, is hereby amended to read in its entirety as follows:

(a) Performance Metric #1: As of December 31, 2036, Grantee shall have expended 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”

3. **Disbursement of Grant.** The Agreement is amended to include the following section:

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. Invoices, proof of payment, payroll records, or other evidence 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.

Grantor grants a one-time exception for Grantee to submit expenses that exceed the eighteen (18) month time period in connection with the Request for Funding Disbursement. This one-time exception expires February 28, 2026.

4. **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 to be executed as of _____, 2025 (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)

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

		Supplies, Equipment, Research Expenses	Personnel	Facility Services & Utilities	Construction	External Match Expenditures	Contract Professional Services	Grant Compliance/ Administration	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	-	-	-	23,695,190
	2024	1,806,150	312,109	-	8,138,897	-	-	-	10,257,155
	2025	2,528,944	2,201,848	-	680,000	-	232,000	52,993	5,695,785
	2026	-	562,655	-	2,820,000	2,171,270	68,000	52,993	5,674,918
	2027	-	148,763	-	500,000	-	-	52,993	701,756
	2028	-	-	-	-	-	-	52,993	52,993
	2029	-	-	-	-	-	-	52,993	52,993
	2030	-	-	-	-	-	-	52,993	52,993
	2031	-	-	-	-	15,000,000	-	52,993	15,052,993
	2032	-	-	-	-	-	-	52,993	52,993
	2033	-	-	-	-	-	-	52,993	52,993
	2034	-	-	-	-	17,000,000	-	52,993	17,052,993
	2035	-	-	-	-	-	-	-	-
	2036	-	-	-	-	25,121,297	-	-	25,121,297
Project Total		12,008,467	9,763,605	11,340	29,000,000	60,121,297	300,000	529,930	111,734,640
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	1,806,150	312,109	-	-	-	-	-	2,118,259
	2025	2,528,944	1,314,972	-	680,000	-	232,000	52,993	4,808,909
	2026	-	562,655	-	2,820,000	-	68,000	52,993	3,503,648
	2027	-	148,763	-	500,000	-	-	52,993	701,756
	2028	-	-	-	-	-	-	52,993	52,993
	2029	-	-	-	-	-	-	52,993	52,993
	2030	-	-	-	-	-	-	52,993	52,993
	2031	-	-	-	-	-	-	52,993	52,993
	2032	-	-	-	-	-	-	52,993	52,993
	2033	-	-	-	-	-	-	52,993	52,993
	2034	-	-	-	-	-	-	52,993	52,993
	2035	-	-	-	-	-	-	-	-
	2036	-	-	-	-	-	-	-	-
Triumph Total		12,008,467	3,557,889	-	4,000,000	-	300,000	529,930	20,396,286
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	-	-	-	-	-	-	-	-
	2030	-	-	-	-	-	-	-	-
	2031	-	-	-	-	-	-	-	-
	2032	-	-	-	-	-	-	-	-
	2033	-	-	-	-	-	-	-	-
	2034	-	-	-	-	-	-	-	-
	2035	-	-	-	-	-	-	-	-
	2036	-	-	-	-	-	-	-	-
Grantee Total		-	5,205,716	11,340	25,000,000	-	-	-	30,217,056

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

		Supplies, Equipment, Research Expenses	Personnel	Facility Services & Utilities	Construction	External Match Expenditures	Contract Professional Services	Grant Compliance/ Administration	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					25,121,297			25,121,297
Match Source 2 Total		-	-	-	-	60,121,297			60,121,297