

SUMMARY OF
THIRD AMENDMENT TO GRANT AWARD AGREEMENT
BETWEEN
TRIUMPH GULF COAST, INC.
AND
FRANKLIN COUNTY SCHOOL BOARD (Project #200)

This summarizes the basic terms of a Third Amendment to Grant Award Agreement (the “**Amendment**”) that has been negotiated between the staffs of Triumph Gulf Coast, Inc. (“**Triumph**”) and Franklin County School Board (“**Grantee**”) under the Triumph Gulf Coast Trust Fund. This summary is intended for notice purposes only and (a) does not constitute an increase to any existing grant, or an approval to increase an existing grant, by Triumph to Grantee, and (b) does not create any binding obligations on Triumph or Grantee with respect to (i) any increase of any existing grant, (ii) any approval of an amendment to an existing grant, or (iii) engaging in any further discussions or negotiations with respect to any amendments to any existing grant. The final terms and conditions of the proposed amendments to the existing grant will be contained in the definitive Amendment approved by the Board of Directors of Triumph and Grantee and executed by Triumph and Grantee.

EXISTING
GRANT AWARD
AGREEMENT:

That certain Grant Award Agreement dated November 20, 2019, as amended by that certain First Amendment to Grant Award Agreement dated February 9, 2022, and that certain Second Amendment to Grant Award Agreement dated January 31, 2023 (as amended, the “**Agreement**”).

PURPOSE OF
AMENDMENTS:

1. The “WHEREAS” Clause on page 1 of the Agreement is deleted and amended to read in its entirety as follows:

“WHEREAS, pursuant to its authority under Section 288.8017, Florida Statutes, Triumph has agreed to make a Grant (as defined below) to Grantee, on and subject to the terms and conditions set forth in this Agreement, to provide partial funding for the following project (the “**Project**”): (i) instructor salaries and benefits (“**Salaries**”), (ii) equipment (“**Equipment**”), (iii) consumables and other supplies (“**Supplies**”), and (iv) professional development and dues/fees (“**Training**”), to expand Grantee’s existing career and technical education certifications in digital tools/technology, unmanned systems, healthcare, and construction (excluding welding), that will allow it to deliver at least 488 net new (i.e., above existing certificate issuance rates) industry-recognized Florida

Department of Education-approved Career Technical Education (CTE) credentials certificates/credentials in these topic areas to (i) military, military spouse, and/or military dependents students who are stationed in one of the eight disproportionately affected counties under Section 288.8012(3), Florida Statutes (Bay, Escambia, Franklin, Gulf, Okaloosa, Santa Rosa, Walton, and Wakulla) (the “**Affected Counties**”), and (ii) non-military students who are residents of one of the eight Affected Counties (“**Net New Certificates**”), all as further described in Grantee’s Application for Funds submitted to Triumph (the “Grant Application”), which Grant Application is incorporated herein by reference.”

2. Subsection (m) to Section 4.2 is amended to read in its entirety as follows:

“Prior to the Completion Deadline (as defined in Section 5.1 below), Grantee has abandoned or discontinued the Project, or for any reason the commencement, prosecution, or timely completion of the Project by Grantee is rendered improbable, infeasible, impossible, or illegal, or Grantee has failed to make substantial progress toward student attainment of awarding not less than 488 Net New Certificates;”

3. Section 4.3 is 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.”

4. Section 5.3 is deleted and amended to read in its entirety as follows:

“The Grant shall be subject to audits and/or monitoring by Triumph. Grantee shall submit to Triumph, on an annual basis on or before October 31 of each year, an activity report which contains, in addition to any other information requested by Triumph, (a) costs incurred to date and (b) Grantee’s most recent audited financial statements. In addition to the annual reporting, Grantee shall submit to Triumph, on a quarterly basis until the end of the grant term, an additional activity report regarding the progress of satisfaction of the Performance Metrics set forth in Section 8.3 below, which contains, at a minimum, (a) the progress of the Project, (b) how Grantee is progressing with student attainment toward awarding not less than 488 Net New Certificates in digital tools/technology, unmanned systems, healthcare, and/or construction, and (c) satisfactory evidence to Triumph that the Net New Certificates awarded to date have been awarded to non-military students who are residents of one of the Affected Counties and/or military, military spouses, and/or military dependent students who are stationed in one of the Affected Counties. Grantee’s failure to be making substantial progress toward awarding not less than 488 Net New Certificates shall be grounds for suspension or termination of funding any unfunded portion of the Grant. In addition, Triumph shall have the right, at any time and from time to time upon reasonable notice to Grantee, to access the Project and inspect any work being performed or as completed. Grantee shall also make available to Triumph copies of any and all invoices, contracts, plans and specifications, and other documentation relating to the Project.”

5. Subsections (a) and (b) of Section 8.3 of the Agreement are deleted, and Section 8.3 is amended to read in its entirety as follows:

“Grantee shall award a cumulative total of at least 488 Net New Certificates by the Completion Deadline (the “Performance Metrics”). In the event Grantee fails to award a cumulative total of at least 488 Net New Certificates by the Completion Deadline, then Grantee shall upon written demand by Triumph repay to Triumph an amount equal to (A) \$2,490, multiplied by (B) the sum of (a) 488, minus (b) the actual number of Net New Certificates awarded as of the Completion Deadline.

At any time and from time to time, upon written request by Triumph, Grantee shall within thirty (30) days of such request, deliver to Triumph such data, reports, payroll ledgers, state and federal payroll returns, financial statements and reporting, and other documents, instruments, and information, as well as its State of Florida employment reporting forms (collectively, “Back-up Data”) as Triumph requires in order to determine whether Grantee achieved

of any or all of the above Performance Metrics. Grantee's refusal or failure to timely provide any requested Back-up Data shall be deemed Grantee's failure to timely achieve the above Performance Metrics. Notwithstanding the foregoing, so long as Grantee is making diligent efforts to obtain the Back-up Data from third parties, the thirty (30) day deadline described above shall be reasonably extended with respect to any Back-up Data needed to be obtained from third parties."

6. Section 8.4 is deleted and amended to read in its entirety as follows:

"Upon the occurrence of any of the events described in Sections 8.1 or 8.2 above, then, upon written demand by Triumph, Grantee shall within thirty (30) days of such demand repay to Triumph all amounts of the Grant that were theretofore funded to and received by Grantee, together with interest at a rate not to exceed the rate allowed per Section 687.02, Florida Statutes, on such amounts to be repaid. Such interest shall accrue commencing on the date such written demand is received by Grantee and shall continue to accrue until the amount demanded is repaid in full. In the event that Grantee fails to award at least 488 Net New Certificates by the Completion Deadline as described in Section 8.3 above, then, upon written demand by Triumph, Grantee shall within thirty (30) days of receipt of such demand repay to Triumph the amount due under Section 8.3, together with interest at a rate not to exceed the rate allowed per Section 687.02, Florida Statutes, on such amounts to be repaid. Such interest shall accrue commencing on the date such written demand is received by Grantee and shall continue to accrue until the amount demanded is repaid in full. Notwithstanding the foregoing, Triumph shall have the discretion to waive, reduce, extend, or defer any amounts due under this Section 8.4 if it determines in its sole and absolute discretion that (i) a breach of a representation and warranty herein or in the Grant Application, or a breach, violation, or default of or under any other provision of this Agreement, was not material in nature, (ii) based on quantitative evidence, the awarding of not less than 488 Net New Certificates was not achieved due to negative economic conditions beyond Grantee's reasonable control, (iii) Grantee made a good faith effort to award not less than 488 Net New Certificates, and/or (iv) based on quantitative evidence, the effects of a named hurricane or tropical storm, or specific acts of terrorism, adversely affected Grantee's ability to award not less than 488 Net New Certificates. In no event shall the total amount clawed back exceed the total amount of the Grant actually disbursed to Grantee."

7. The Budget attached as Exhibit "B" to the Agreement is 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."

EXHIBIT "B"

[see attached]

Project #, name #200 Franklin County School District Drones
 Budget: 2nd Amended 1/31/23 \$ 2,603,044
 Estimated construction start date if applicable NA
 Estimated education component start date if ap August, 2019

	Salaries and Benefits	Training, Organizational Fees and Dues	Equipment Purchase/ Maintenance & Curriculum and Supplies	Total	
Please change year # to actual year					
Project Total					
2020	207,169.00	2,130.00	73,748.00	283,047.00	
2021	202,699.00	-	5,022.00	207,721.00	
2022	214,236.00	-	32,760.00	246,996.00	
2023	302,691.00	-	214,906.00	517,597.00	
2024	236,554.00	-	149,819.00	386,373.00	
2025	277,879.00	-	50,000.00	327,879.00	
2026	207,644.00	-	92,076.00	299,720.00	
2027	161,050.00	-	5,000.00	166,050.00	
2028	162,661.00	-	5,000.00	167,661.00	
Project Total	1,972,583.00	2,130.00	628,331.00	2,603,044.00	0.00
Triumph					
2020	100,363.00	2,130.00	68,748.00	171,241.00	
2021	85,213.00		22.00	85,235.00	
2022	85,000.00		27,760.00	112,760.00	
2023	160,533.00		209,906.00	370,439.00	
2024	80,240.00		144,819.00	225,059.00	
2025	120,002.00		45,000.00	165,002.00	
2026	48,188.00		87,076.00	135,264.00	
2027	-			-	
2028				-	
Triumph Total	679,539.00	2,130.00	583,331.00	1,265,000.00	
Grantee					
2020	106,806.00		5,000.00	111,806.00	
2021	117,486.00		5,000.00	122,486.00	
2022	129,236.00		5,000.00	134,236.00	
2023	142,158.00		5,000.00	147,158.00	
2024	156,314.00		5,000.00	161,314.00	
2025	157,877.00		5,000.00	162,877.00	
2026	159,456.00		5,000.00	164,456.00	
2027	161,050.00		5,000.00	166,050.00	
2028	162,661.00		5,000.00	167,661.00	
Grantee Total	1,293,044.00	-	45,000.00	1,338,044.00	