

SECOND AMENDMENT TO
GRANT AWARD AGREEMENT
(Bay County Board of County Commissioners/Lightning Strike/Project #258)

THIS SECOND AMENDMENT TO GRANT AWARD AGREEMENT (this “**Amendment**”) is made and entered into 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 BAY COUNTY BOARD OF COUNTY COMMISSIONERS (“**Grantee**”).

WITNESSETH:

WHEREAS, Triumph and Grantee are parties to that certain Grant Award Agreement dated July 1, 2022, and that certain First Amendment to the Grant Award Agreement dated October 26, 2023 (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. **Creation of 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.

Triumph agrees to grant a one-time exception for Grantee to submit expenses that exceed the eighteen (18) month time period in connection with the Request for Funding. This one-time exception expires July 28, 2026.”

2. **Amendment to Section 7.2.** Section 7.2, subparagraph (b)(i) is hereby amended to read in its entirety as follows:

(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;

3. **Amendment to Section 8.4.** Subsection (a) of Section 8.4 of the Agreement is hereby amended to read in its entirety as follows:

(a) **Performance Metric #1:** By December 31, 2027 (the “**Performance Commencement Date**”), the Company will have created at least 200 New Jobs (as defined below); and

4. **Electronic Signatures.** A section 10.16 is hereby created in the Agreement as follows:

“10.16 **Electronic Signatures.** The execution of this Agreement, any amendments or modifications hereto, and any document delivered in connection herewith, may be made by facsimile or electronic transmission. Receipt of the electronic or facsimile transmission shall, for purposes of this Agreement, be deemed to be an original, including signatures thereto.”

5. **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 _____, 2026 (the “Effective Date”).

GRANTEE:

TRIUMPH:

BAY COUNTY BOARD OF COUNTY COMMISSIONERS:

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

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: Chairman

By: _____
Print Name: _____
Title: Treasurer

ATTEST:

ATTEST:

By: _____
Print Name: _____
Title: Clerk of the Court

By: _____
Print Name: _____
Title: Secretary