

FIRST AMENDMENT TO
GRANT AWARD AGREEMENT
(IHMC National Center for Collaborative Autonomy/Project #342)

THIS FIRST 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 FLORIDA INSTITUTE FOR HUMAN AND MACHINE COGNITION, INC., a Florida not-for-profit corporation (“**Grantee**”).

WITNESSETH:

WHEREAS, Triumph and Grantee are parties to that certain Grant Award Agreement dated May 12, 2025, (the “**Agreement**”). All capitalized terms herein shall have the meanings set forth in the Agreement; and

WHEREAS, both Grantee and Triumph have requested that certain amendments be made to the Agreement; and

WHEREAS, both parties are 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 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. **General Allocation of Grant in Budget Categories.** The Grant shall be amended to realign budget categories, including modifying existing budget categories (modifying “Supplies & Equipment” to “Supplies, Equipment, & Research Expenses”); creating a new budget category (specifically, “Contract Professional Services”); reallocating previously approved funds from calendar year 2025 to out-years due to delays in expenditure of Triumph funds; and reallocating \$400,000 from the previous Supplies & Equipment budget category to the newly established Contract Professional Services budget category to support planned activities, all as specifically allocated and shown more fully in the Budget attached as Exhibit B.

The newly created Contract Professional Services Budget category will encompass essential professional contracted services that are critical to project execution, such as (1) commercialization support; and (2) design-for-manufacturing (DFM) consulting. The reclassification of “Supplies & Equipment” Budget category to “Supplies, Equipment, & Research Expenses” is made to enable accurate accounting and reporting of eligible match funding-related research costs, including travel expenses associated with NCCA research and collaboration

activities supported through match funding only; publication and dissemination of research outputs generated through NCCA-supported activities; and match funding expenses associated with protecting and transitioning intellectual property arising from NCCA research activities. For avoidance of doubt, any costs under “Research Expenses” must be Match funding as that term is defined in the Agreement.

3. **Amendment to Section 3.** Section 3 of the Agreement shall be hereby amended to include the following paragraph at the end of the current paragraph:

“Additionally, as more fully explained in Section 5.7, Triumph shall have the right to review and approve, *before Grantee executes or obligates itself in any manner*, any and all contracts and/or purchases that exceed an amount of \$325,000 (including but not limited to continuing service contracts) and/or any and all proposed change orders with a value in excess of \$65,000.”

4. **Amendment to Section 4.2.** Section 4.2 of the Agreement is hereby amended to include the following sentence at the end of the paragraph that begins with, “None of the Grant funds shall be used as a reimbursement of items purchased by Grantee prior to the date of this Agreement:”

“The final funding of the Grant shall not be funded unless and until Grantee has provided to Triumph satisfactory evidence that all Matching Funds have been expended on the Project, it being expressly understood and agreed that the final funding of the Grant shall not occur until all Matching Funds have been expended on the Project.”

Section 4.2 of the Agreement is further amended to include the following sentence at the end of the current clause in 4.2, subparagraph (m):

“or Grantee has failed to make substantial progress toward achieving not less than 12 Net New Jobs;”

5. **Creation of Section 4.3.** Section 4.3 is created as follows:

“4.3 **Disbursement of Funds.** 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.”

6. **Amendment to Section 5.1.** Section 5.1 of the Agreement is hereby amended to include the following sentence at the end of the current paragraph:

“Whether any event rises to the level of *“force majeure”* such that a day-for-day extension should be permitted is to be determined in Triumph’s sole discretion.”

7. **Amendment to Section 5.3.** Section 5.3 of the Agreement is hereby amended to read in its entirety as follows:

“5.3 Requirement to Provide Reports/Triumph Right to Inspect. The Grant shall be subject to audits and monitoring by Triumph. Grantee shall on an annual basis on or before October 31 of each year submit to Triumph an activity report which contains, in addition to any other information requested by Triumph (a) the progress of the Project, (b) costs incurred to date, (c) how Grantee is progressing with attaining not less than 12 Net New Jobs, (d) how Grantee is progressing with expending at least \$20,000,000 in competitively awarded research grants related to NCCA; (e) how Grantee is progressing with conducting forty (40) research outreach activities; and (f) Grantee’s most recent audited financial statements. Grantee’s failure to be making substantial progress toward satisfying obligations in (c) – (e) above 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 that Triumph may request, unless Grantee provides reasonable evidence to Triumph that such documentation is classified or otherwise cannot be lawfully disclosed to Triumph. Triumph shall have the right to cease further funding of the Grant in the event that Grantee has not timely provided the reports described above.”

8. **Amendment to Section 5.5.** Section 5.5 of the Agreement is hereby amended to include the following sentence at the end of the current paragraph:

“Grantee will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations.”

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

“As a condition of receiving the Grant, Grantee shall permit Triumph, or its designee, DFS or the Auditor General access to Grantee’s records including financial statements, the independent auditor’s working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved;”

The current Section 7.2, subparagraph (b)(iii) shall be renumbered to Section 7.2, subparagraph (b)(iv).

10. **Amendment to Section 8.3.** Section 8.3, subparagraph (a) of the Agreement is hereby amended to read in its entirety as follows:

“(a) Performance Metric #1: By the date which is four (4) years after the date of the first funding of a portion of the Grant (the “Ramp- up Date”), Grantee will have created not less than twelve (12) Net New Jobs (as defined below) dedicated to the NCCA, and will have maintained not less than twelve (12) Net New Jobs by the date which is four (4) years after the date of the first funding of a portion of the Grant;”

Relatedly, the definition of “Net New Jobs” in Section 8.3 of the Agreement is similarly modified to read as follows:

“As used herein, a ‘Net New Job’ shall mean a job with the Grantee in support of the NCCA that (a) was created after July 31, 2024, with the Grantee’s Form RT-6 submitted for the Second Quarter (April – June) to be used as the baseline for establishing new jobs, (b) could not be sustained absent the Project, (c) is performed by a full-time employee or a fulltime equivalent employee working at least 35 paid hours per week, and (d) is held by an employee who resides 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”); provided, however, that Triumph shall have the right, upon request from Grantee, to grant exceptions to the residency requirements in individual cases in Triumph’s sole and absolute discretion. Jobs are not considered New Jobs if they are (A) moved from one area, department, or other division of the Company to another unless the relocated positions are back- filled with net new-to-Florida full-time equivalent jobs, (B) moved from one business unit or location of a business or any of its affiliates or subsidiaries in Florida to another business unit or location of that business or any of its affiliates or subsidiaries in Florida, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the annual wage of the transferred position(s), or (C) temporary construction jobs involved with the construction of the Facility, or temporary or seasonal jobs associated with cyclical business activities or to substitute for permanent employees on a leave of absence.”

The remaining paragraphs of Section 8.3 of the Agreement remain the same.

11. **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 be executed as of as of _____, 2026 (the “Effective Date”)

GRANTEE:

FLORIDA INSTITUTE FOR HUMAN AND MACHINE COGNITION, INC., a Florida not-for-profit corporation

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]

Project 342, IHMC National Center for Collaborative Autonomy (NCCA)

Budget

*see 1st amendment for details of research expenses and clarification that they will only be used for Match

		Supplies, Equipment, Research Expenses*	Personnel	External Match Expenditures	Contract Professional Services	Grant Compliance/ Administration	Total
Project Total							
	2025	-	-	-	-	-	-
	2026	1,336,649	1,584,769	-	400,000	19,402	3,340,820
	2027	406,183	1,520,945	-	-	19,402	1,946,530
	2028	406,183	1,308,699	3,000,000	-	19,402	4,734,284
	2029	403,683	922,099	-	-	19,402	1,345,184
	2030	-	724,349	-	-	19,402	743,751
	2031	-	500,060	-	-	19,402	519,462
	2032	-	-	-	-	19,402	19,402
	2033	-	-	-	-	19,402	19,402
	2034	-	-	17,000,000	-	19,402	17,019,402
	2035	-	-	-	-	-	-
	2036	-	-	-	-	-	-
Project Total		2,552,698	6,560,921	20,000,000	400,000	174,618	29,688,237
Triumph							
	2025	-	-	-	-	-	-
	2026	1,336,649	1,034,970	-	400,000	19,402	2,791,021
	2027	406,183	971,146	-	-	19,402	1,396,731
	2028	406,183	758,900	-	-	19,402	1,184,485
	2029	403,683	372,300	-	-	19,402	795,385
	2030	-	174,550	-	-	19,402	193,952
	2031	-	281,620	-	-	19,402	301,022
	2032	-	-	-	-	19,402	19,402
	2033	-	-	-	-	19,402	19,402
	2034	-	-	-	-	19,402	19,402
	2035	-	-	-	-	-	-
	2036	-	-	-	-	-	-
Triumph Total		2,552,698.00	3,593,486.00	-	400,000.00	174,618.00	6,720,802.00

Grantee						
	2025					-
	2026	549,799				549,799
	2027	549,799				549,799
	2028	549,799				549,799
	2029	549,799				549,799
	2030	549,799				549,799
	2031	218,440				218,440
	2032					-
	2033					-
	2034					-
	2035					-
	2036					-
Grantee Total		-	2,967,435	-	-	-
						2,967,435
Competitively Awarded Grants						
	2025					-
	2026					-
	2027					-
	2028		3,000,000			3,000,000
	2029					-
	2030					-
	2031					-
	2032					-
	2033					-
	2034		17,000,000			17,000,000
	2035					-
	2036					-
Match Source 1 Total		-	-	20,000,000	-	-
						20,000,000