

FIRST AMENDMENT TO
GRANT AWARD AGREEMENT
(Project Kilowatt/Project #365)

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 BAY COUNTY, FLORIDA, a political subdivision of the State of Florida, acting through its duly authorized Board of County Commissioners (“**Grantee**”).

WITNESSETH:

WHEREAS, Triumph and Grantee are parties to that certain Grant Award Agreement dated March 25, 2026, (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 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 Section 4.2.** The first paragraph of Section 4.2 of the Agreement is amended to read as follows:

“**4.2 Funding of the Grant.** Concurrently with the execution of this Agreement, Grantee may submit to Triumph a Request for Funding on the form attached to the original Grant Award Agreement as Exhibit “A” and incorporated herein (a “Request for Funding”) pursuant to a SmartSheet system by Grantee’s authorized users listed in Exhibit “C” attached to the original Grant Award Agreement and incorporated herein, for an amount not to exceed the amount of the Grant (Twelve Million Eight Hundred and Twenty-Five Thousand Dollars (\$12,825,000)) to be exclusively used in connection with Grantee’s purchase of the Property, including the purchase price and customary closing costs, in accordance with the Budget. The Request for Funding shall include the following items (A) through (D): (A) completed detailed Project account spreadsheet (i.e., in a tab on the Budget), (B) a completed Expense Itemization Sheet in a form provided by Triumph (“Expense Itemization Sheet”); (C) copies of the Closing Documents, and (D) such other documents as Triumph shall require in order to determine that the funding is consistent with the purposes of the Grant. In no event shall the cumulative fundings made by Triumph exceed the \$12,825,000 maximum amount of the Grant. Upon Triumph’s receipt of (a) notification to the Program Administrator, and (b) a Request for Funding that includes all required supporting documents, Triumph shall have forty-five (45) days from receipt to

review and either approve or disapprove the Request for Funding. If Triumph approves the Request for Funding, then it shall fund the approved amount within thirty (30) days after approval. If Triumph disapproves the Request for Funding, Triumph shall deliver a notice of disapproval within such forty-five (45) day period that states the reasons for such disapproval. If the stated reasons for disapproval can be cured by Grantee's submittal of missing or corrective items, Grantee shall have thirty (30) days following receipt of the notice of disapproval to submit such missing or corrective items. If Triumph fails to notify Grantee of its disapproval of the Request for Funding within forty-five (45) days of receipt, such Request for Funding shall be deemed disapproved. If Triumph approves the Request for Funding, Triumph shall, at its option, fund the Grant either (i) to Grantee, with Grantee subsequently depositing the funds with the Closing Agent to consummate the Closing, (ii) to Grantee, as a reimbursement of funds that Grantee actually deposited with the Closing Agent in order to consummate the Closing, or (iii) directly to the Closing Agent. Within fifteen (15) days after the Closing, Grantee shall upload executed copies of the deed and settlement statement to Triumph's SmartSheet system. The Grant shall be used solely for the purchase of the Property (including the purchase price and customary closing costs) and for no other purposes.”

Section 4.2 of the Agreement is further amended to delete the second paragraph and the following sentence, “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” from the third paragraph of the current Section 4.2. All remaining paragraphs of Section 4.2 of the Agreement remain the same.

2. **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:

BAY COUNTY, FLORIDA, a political subdivision of the State of Florida, acting through its duly authorized Board of County Commissioners

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