THIRD AMENDMENT TO
GRANT AWARD AGREEMENT
(The School Board of Okaloosa County, Florida/Project #243)

THIS THIRD 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 SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA ("**Grantee**").

WITNESSETH:

WHEREAS, Triumph and Grantee are parties to that certain Grant Award Agreement dated July 26, 2021, as amended by that certain First Amendment to Grant Award Agreement dated June 5, 2022, and that certain Second Amendment to Grant Award Agreement dated December 19, 2023, (as amended, the "**Agreement**"). All capitalized terms herein shall have the meanings set forth in the Agreement; and

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

WHEREAS, both parties are 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, Timing of Request for Funding.** Section 4.3 of the Agreement is hereby created as follows:

> "**4.3 Timing of Request for Funding**. 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."

2. **Amendment to Section 7.2.** Section 7.2, subparagraph (b)(1) of the Agreement 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 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."

4. **General Allocation of Grant in Budget Categories.** The Grant shall be amended to extend the Budget through the end of the grant period and reallocate previously approved funds from the "Lab/Renovation/Equipment/Supplies" Budget category for the Crestview renovation, which was cancelled by the district, to "Personnel" and "Curriculum/Training/Certs Exams" Budget categories, as specifically allocated and shown more fully in the Budget attached as Exhibit B.

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 ~~XXXXX~~ October 26, 2026 (the "**Effective Date**").

GRANTEE:

THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA

By: _____
Print Name: Linda Evanchyk
Title: School Board Chairman

ATTEST:

By: _____
Print Name: Marcus D. Chambers
Title: Superintendent

TRIUMPH:

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

By: _____
Print Name: Charles Rigdon
Title: Chairman

By: _____
Print Name: Chris Cramer
Title: Treasurer

ATTEST:
By: _____
Print Name: Susan Skelton
Title: Secretary

EXHIBIT “B”

Budget

(see attached)

Exhibit A

243, Artificial Intelligence Learning Institutes

5,700,000

NA

Fall, 2022

		Lab/Renovation/ Equipment/ Supplies	Personnel	Curriculum/ Training/Certs Exams	Total
Project Total					
	2022	14,792.00	96,200.00	-	110,992.00
	2023	399,145.00	884,380.00	616,487.00	1,900,012.00
	2024	240,874.00	439,563.00	342,959.00	1,023,396.00
	2025	57,036.00	865,245.00	105,851.00	1,028,132.00
	2026	557,204.00	587,974.00	215,150.00	1,360,328.00
	2027	77,000.00	75,140.00	125,000.00	277,140.00
Project Total		1,346,051.00	2,948,502.00	1,405,447.00	5,700,000.00
Triumph					
	2022	-	-	-	-
	2023	318,821.00	37,730.00	611,235.00	967,786.00
	2024	240,874.00	-	342,959.00	583,833.00
	2025	57,036.00	-	105,851.00	162,887.00
	2026	557,204.00	76,000.00	215,150.00	848,354.00
	2027	77,000.00	75,140.00	125,000.00	277,140.00
Triumph Total		1,250,935.00	188,870.00	1,400,195.00	2,840,000.00
Grantee	2022	14,792.00	96,200.00	-	110,992.00
	2023	80,324.00	846,650.00	5,252.00	932,226.00
	2024	-	439,563.00	-	439,563.00
	2025	-	865,245.00	-	865,245.00
	2026	-	511,974.00	-	511,974.00
	2027	-	-	-	
Grantee Total		95,116.00	2,759,632.00	5,252.00	2,860,000.00