

**ASSIGNMENT AND ASSUMPTION OF GRANT AWARD AGREEMENT  
(Project #206)**

THIS ASSIGNMENT AND ASSUMPTION OF GRANT AWARD AGREEMENT (this “**Assignment**”) is made and entered into as of \_\_\_\_\_, 2021 (the “**Effective Date**”), by and between AMIKIDS PANAMA CITY MARINE INSTITUTE, INC., a Florida not-for-profit corporation, also known as AMIKIDS PANAMA CITY, INC., a Florida not-for-profit corporation (“**Assignor**”), and PCMI PROPERTIES, INC., a Florida not-for-profit corporation (“**Assignee**”), with reference to the following facts:

A. Assignor and Triumph Gulf Coast, Inc., a Florida not-for-profit corporation (“**Triumph**”), are parties to that certain Grant Award Agreement dated January 4, 2020 (the “**Agreement**”).

B. Assignor desires to assign to Assignee all of Assignor’s rights and obligations under the Agreement, and Assignee desires to receive from Assignor such assignment and to assume each and all of the obligations of Assignor under the Agreement.

NOW THEREFORE, in consideration of the promises and conditions contained herein, Assignor and Assignee do hereby agree as follows:

1. **Assignment.** Assignor hereby assigns and transfers to Assignee all of its right, title and interest in, to and under the Agreement effective as of the Effective Date.

2. **Assumption.** Assignee hereby assumes, effective as of the Effective Date, all obligations of Assignor under the Agreement, whether arising prior to or after the Effective Date.

3. **References to Grantee.** All references in the Agreement to the “Grantee” shall hereafter be deemed references to Assignee. Assignee agrees to be bound by and perform all of the “Grantee’s” covenants, duties and obligations arising under the Agreement.

4. **Form of Request for Funding.** Assignee hereby agrees to use the form of Request for Funding attached hereto as Exhibit “B” (the “New Form of Request for Funding”) rather than the form of Request for Funding attached to the Agreement as Exhibit “B.”

[signature page follows]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

AMIKIDS PANAMA CITY MARINE  
INSTITUTE, INC., a Florida not-for-profit corporation,  
also known as AMI KIDS PANAMA CITY, INC., a  
Florida not-for-profit corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

PCMI Properties, INC., a Florida not-for-profit corporation,

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CONSENT OF TRIUMPH

Pursuant to Section 10.6 of the Agreement (as defined above), the undersigned hereby consents to (i) the foregoing Assignment, and (ii) the Assignee’s use of the New Form of Request for Funding.

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

Dated: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Chairman

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Treasurer

ATTEST:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Secretary

EXHIBIT "B"

Form of

# Request for Funding of Grant

(PCMI Properties, Inc., a Florida not-for-profit/Project #206)

Budget Category: \_\_\_\_\_  
Funding Request #: \_\_\_\_\_

Pursuant to Section 4.2 of that certain Grant Award Agreement dated \_\_\_\_\_, 2020 (the "Agreement"), by and between PCMI Properties, Inc., a Florida not-for-profit corporation (as assignee of AMIKids Panama City, Inc., a Florida not-for-profit corporation) ("Grantee") and Triumph Gulf Coast, Inc., a Florida not-for-profit corporation ("Triumph"), Grantee hereby requests a funding from the Grant (as defined in the Agreement) as follows (all capitalized terms herein shall have the same meanings ascribed to them as set forth in the Agreement):

1. Invoices/Purchase Orders/Contracts/Salary to Grantee (List all that are the subject of this Request):

Materialman/Vendor/Grantee	Amount of Invoice
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total:	\$ _____

2. Amount of Grant Funding Requested Hereby:  
 \$\_\_\_\_\_
  
3. (a) Amounts of Grant Previously Funded Under the Agreement: \$\_\_\_\_\_
  - (b) Amounts of Funding Requested in Item 2 above: \$\_\_\_\_\_
  - (c) Cumulative Amounts Funded from Grant if this request is approved (add (a) and (b) above): \$\_\_\_\_\_
  - (d) 50% of Fair Market Value of Business Donations (as defined in Section 5.12 of the Agreement) received since the last Request for Funding: \$\_\_\_\_\_
  - (e) Cumulative 50% of Fair Market Value of Business Donations received to date, including (d) above:
  - (f) Remaining Amount of Grant to be funded \$1,737,500 minus the amounts in (c) and (e) above:
  
4. Attached hereto are (1) true, correct, and complete copies of the invoices referenced in Item 1 above, (2) photographs and/or reports evidencing the completion of the work that is the subject of the invoices referenced in Item 1 above, (3) true, correct, and complete copies of documentation evidencing Business Donations received since the last Request for Funding and the estimated fair market value thereof, (4) evidence of use of Matching Funds for their intended purpose, and (5) Project account documentation under Section 7.1 of the Agreement.
  
5. None of the amounts paid by Grantee in connection with the invoices described in Item 1 above for which funding is requested hereunder shall also have been or will in the future be in any manner (a) reimbursed, returned, refunded, rebated, or otherwise credited to, Grantee by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to Grantee by the State of Florida, the United States, or any agency or instrumentality of any of the foregoing, whether under any grant or loan program or other method of contribution.
  
6. None of the Contracts under which amounts paid by Grantee in connection with the invoices described in Item 1 above have heretofore been modified, amended, or terminated, except as otherwise approved by Triumph.

7. Grantee hereby certifies, represents, and warrants to Triumph that the following statements are true and correct:

(a) Attached to this Request for Funding is all requested documentation required under Section 4.2 of the Agreement;

(b) This Request for Funding does not seek funding for items other than for the Budget category shown above;

(c) The amount requested, together with all amounts previously funded under the Grant, does not exceed the \$1,737,500 maximum amount of the Grant; the amount requested for the above-shown Budget category, together with all amounts previously funded for such budget category, does not exceed the maximum amount allocated to such Budget category; and Grantee has used all Grant funds released to date in the amounts and for the purposes stated in the Budget;

(d) Grantee made no misrepresentation or omission of a material nature in the Grant Application, or any supplement or amendment to the Grant Application, or with respect to any document or data furnished with the Grant Application or pursuant to the Agreement;

(e) There is no pending litigation with respect to the performance by Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or funding of the Grant;

(f) Grantee has not taken any action pertaining to the Project which, under the Agreement, requires the approval of Triumph, and Grantee failed to obtain such approval;

(g) There has been no violation of the anti-lobbying/gift or prohibited interest provisions of Sections 9.1, 9.4, or 9.5 of the Agreement;

(h) Grantee is not in material violation, default, or breach of or under any provision of the Agreement;

(i) Grantee is not in breach of any representation or warranty contained in the Agreement;

(j) All Matching Funds have been used for the intended purposes and in the amounts and at the times as set forth in the Budget, and Grantee has provided Triumph with evidence of payment of the Matching Funds toward completion of the Project;

(k) No federal, state, or local agency, or other party (including Grantee) providing financial assistance to the Project has revoked,

suspended, or terminated that financial assistance to the Project, including, but not limited to, the Matching Funds;

(l) With respect to previous fundings of the Grant and payments under Contracts, Grantee has paid, and has provided Triumph with evidence of payment of, the Matching Funds toward completion of the Project;

(m) Grantee has not abandoned or discontinued the Project, nor has the commencement, prosecution, or timely completion of the Project by Grantee been rendered improbable, infeasible, impossible, or illegal;

(n) No portion of the requested funding includes funding for items that are outside the scope of the Project that is contemplated under the Budget;

(o) None of the Contracts have been modified, amended, or terminated, or have been subject to a change order, without the prior written consent or deemed approval of Triumph; provided, however, that any change order under \$50,000 shall not be subject to approval under the Agreement

(p) Grantee has made reasonable good faith efforts to obtain Business Donations in accordance with Section 5.12 of the Agreement and has provided Triumph with satisfactory evidence of such efforts;

(q) The Budget has not been amended or increased or decreased by more than 5%;

(r) Completion of the Project is on schedule for completion by the Completion Deadline;

(s) Grantee maintains in full force and effect all insurance required under Section 5.4 of the Agreement;

(t) Grantee is in compliance with all applicable environmental laws and regulations in accordance with Section 5.5 of the Agreement;

(u) Grantee is in compliance with the competitive bidding requirements set forth in Section 3 of the Agreement; and

(v) Grantee is in compliance with the equal employment opportunity and other labor provisions as required by Section 9.3 of the Agreement.

The undersigned, in his/her capacity as \_\_\_\_\_ of Grantee, hereby certifies to Triumph that the above statements are true and correct. The undersigned also agrees to provide Triumph with such other documents as Triumph shall require in order to determine that the requested funding is consistent with the purposes of the Grant

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_