

FIRST AMENDMENT TO
GRANT AWARD AGREEMENT
(Florida State University/Collegiate Laboratory High School/Project #265)

THIS FIRST 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**”), FLORIDA STATE UNIVERSITY (“**Grantee**”).

WITNESSETH:

WHEREAS, Triumph and Grantee are parties to that certain Grant Award Agreement dated June 9, 2022 (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. **Amendment to Section 7.2(b)(i).** Section 7.2(b)(i) of the Agreement is hereby deleted and replaced in its entirety with the following:

“(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.”

2. **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.”

3. **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 to be executed as of _____, 2024 (the “**Effective Date**”).

GRANTEE:

FLORIDA STATE UNIVERSITY

By: _____
Print Name: _____
Title: _____

ATTEST:

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 #265, FSU TCS

Budget

Estimated construction start date if applicable 1-Jan-23

Estimated education component start date if applicable Aug-23

	Personnel and Professional Services	Classroom Renovation, Lease, and Furnishings	Equipment, Materials, and Supplies	Student Fees (Industry Certs, Transportation, NSLP)	Total
<i>Please change year # to actual year</i>					
Project Total					
2022	\$0	\$0	\$0	\$0	\$0
2023	\$219,853	\$0	\$118,000	\$60,500	\$398,353
2024 (Half year expenses plus additional)	\$1,601,389	\$1,336,891	\$681,107	\$183,286	\$3,802,673
2025	\$2,148,944	\$335,617	\$406,943	\$406,875	\$3,298,379
2026	\$2,279,227	\$349,041	\$419,299	\$675,500	\$3,723,067
2027	\$2,524,412	\$363,003	\$557,783	\$902,375	\$4,347,573
2028	\$1,332,625	\$377,523	\$350,339	\$633,032	\$2,693,519
Project Total	\$10,106,450	\$2,762,075	\$2,533,471	\$2,861,568	\$18,263,564
Triumph					
2022	\$0	\$0	\$0	\$0	\$0
2023	\$0	\$0	\$0	\$0	\$0
2024	\$906,122	\$1,336,891	\$491,544	\$16,286	\$2,750,843
2025	\$880,206	\$335,617	\$200,000	\$25,000	\$1,440,823
2026	\$731,608	\$349,041	\$200,000	\$40,000	\$1,320,649
2027	\$721,127	\$363,003	\$200,000	\$55,000	\$1,339,130
2028	\$197,632	\$377,523	\$150,000	\$75,000	\$800,155
Triumph Total	\$3,436,695	\$2,762,075	\$1,241,544	\$211,286	\$7,651,600
Grantee					
2022	\$0	\$0	\$0	\$0	\$0
2023	\$219,853	\$0	\$118,000	\$60,500	\$398,353
2024	\$695,267	\$0	\$189,563	\$167,000	\$1,051,830
2025	\$1,268,738	\$0	\$206,943	\$381,875	\$1,857,556
2026	\$1,547,619	\$0	\$219,299	\$635,500	\$2,402,418
2027	\$1,803,285	\$0	\$357,783	\$847,375	\$3,008,443
2028	\$1,134,993	\$0	\$200,339	\$558,032	\$1,893,364
Grantee Total	\$6,669,755	\$0	\$1,291,927	\$2,650,282	\$10,611,964