

FIRST AMENDMENT TO  
GRANT AWARD AGREEMENT  
(Prison Rehabilitative Industries and Diversified Enterprises, Inc./Project #297)

THIS FIRST AMENDMENT TO GRANT AWARD AGREEMENT (this “**Amendment**”) is made and entered into as of the date set forth on the signature page below (the “**Effective Date**”), by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“**Triumph**”), and PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC., a Florida not-for-profit corporation (“**Grantee**”).

WITNESSETH:

WHEREAS, Triumph and Grantee are parties to that certain Grant Award Agreement dated January 30, 2024 (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 and representations herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Amendment to Whereas Clause.** The whereas clause is hereby deleted and replaced in its entirety with the following:

“WHEREAS, pursuant to its authority under Section 288.8017, Florida Statutes, Triumph has agreed to make a Grant (as defined below) to Grantee, on and subject to the terms and conditions set forth in this Agreement, to provide partial funding for a project (the “**Project**”) to issue through Pensacola State College up to 400 industry-recognized or Triumph-approved certificates in NCCER CORE plus NCCER Carpentry 1 (such industry-recognized or Triumph-approved certificates are hereinafter referred to as “**Certificates**”) to prison inmates under the jurisdiction of the Florida Department of Corrections, all as further described in Grantee’s Application for Funds submitted to Triumph (the “**Grant Application**”), which Grant Application is incorporated herein by reference.”

2. **Amendments to Sections 2 and 5.2/Decrease in Grant Amount and Total Project Cost.**

(a) The amount of the Grant as defined in Section 2 of the Agreement is hereby decreased by Ninety Five Thousand Six Hundred Twenty Five Dollars (\$95,625) from Nine Hundred Twenty Three Thousand Seven Hundred Forty Five Dollars (\$923,745), to

a total Grant amount of up to Eight Hundred Twenty Eight Thousand One Hundred Twenty Dollars (\$828,120).

(b) The total cost of the Project as described in Section 5.2 of the Agreement is hereby decreased by One Hundred Ninety Eight Thousand Nine Hundred Thirty Seven Dollars (\$198,937) from One Million Seven Hundred Sixty One Thousand Five Hundred Thirty Six Dollars (\$1,761,536) to One Million Five Hundred Sixty Two Thousand Five Hundred Ninety Nine Dollars (\$1,562,599).

(c) In accordance with subsections (a) and (b) above, the first two sentences of Section 5.2 of the Agreement are hereby amended to read as follows:

“The total cost of the Project is \$1,562,599, of which (i) Grantee and other sources are contributing \$734,479 toward the Project (the “**Matching Funds**”) and (ii) Triumph shall provide a maximum of \$828,120. To the extent that the actual cost of the Project exceeds \$1,562,599, Grantee shall be solely responsible for such excess.”

(d) All references in the Agreement to the \$923,745 Grant amount shall hereafter be deemed references to the \$828,120 Grant amount; and references in the Agreement to the \$1,761,536 total cost of the Project shall hereafter be deemed references to the \$1,562,599 total cost of the Project.

3. **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.”

4. **Amendment to Section 8.3.** The first two sentences of Section 8.3 of the Agreement are hereby amended to read as follows:

“**8.3 Performance Metric.** In the event that Grantee fails to award at least 400 Certificates by December 31, 2028, then Grantee shall upon written demand by Triumph repay to Triumph an amount equal to (A) \$2,070, multiplied by (B) the sum of (a) 400 minus (b) the actual number of Certificates issued as of December 31, 2028. For purposes of this Section 8.3, (a) a Certificate awarded for NCCER Carpentry 1 alone shall count as one (1) Certificate, and (b) Certificates awarded

for NCCER CORE plus NCCER Carpentry 1 together shall count as two (2) Certificates, but (c) a Certificate awarded for NCCER CORE without a Certificate awarded for NCCER Carpentry 1 shall not count as a Certificate.”

5. **Amendment to Budget.** The Budget attached as Exhibit “A” 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.”


6. **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 October 19, 2024 (the "Effective Date").


GRANTEE:


Prison Rehabilitative Industries and Diversified Enterprises, Inc., a Florida not-for-profit corporation

By:   
Print Name: Jack Edgemon  
Title: Executive Advisor to the President

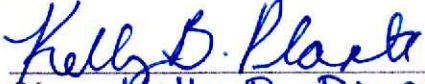
TRIUMPH:

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

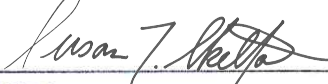
By:   
Print Name: David M. Bear  
Title: Chairman

By:   
Print Name: Reynolds Henderson  
Title: Treasurer

ATTEST:

By:   
Print Name: Kelly B. Plante  
Title: General Counsel

ATTEST:

By:   
Print Name: Susan Skelton  
Title: Secretary

A5447658.DOCX

**EXHIBIT "B"**

**BUDGET**

**[see attached]**

**Exhibit B**

**Project #, name**

# 297

**PRIDE NCCER Carpentry Program**

**Budget**

9/16/2024

Estimated construction start date if applicable

Estimated education component start date if applicable

2/1/2024

	Category #1	Category #2	Category #3	Category #4	Total
	Instruction-Matls-Supplies(PSC)	Certifications	FDC Security Staff	Computer Hdwe-Infrastructure	
<b>Project Total</b>					
Calendar Year 1: 2023	102,000.00	-	-	21,041.00	123,041.00
Calendar Year 2: 2024	153,000.00	-	84,938.00	12,624.00	250,562.00
Calendar Year 3: 2025	153,000.00	-	131,625.00	12,624.00	297,249.00
Calendar Year 4: 2026	153,000.00	-	131,625.00	12,624.00	297,249.00
Calendar Year 5: 2027	153,000.00	-	131,625.00	12,624.00	297,249.00
Calendar Year 6: 2028	153,000.00	-	131,625.00	12,624.00	297,249.00
<b>Project Total</b>	<b>867,000.00</b>	<b>-</b>	<b>611,438.00</b>	<b>84,161.00</b>	<b>1,562,599.00</b>
<b>Triumph</b>					
Calendar Year 1: 2023	-	-	-	-	-
Calendar Year 2: 2024	153,000.00	-	-	12,624.00	165,624.00
Calendar Year 3: 2025	153,000.00	-	-	12,624.00	165,624.00
Calendar Year 4: 2026	153,000.00	-	-	12,624.00	165,624.00
Calendar Year 5: 2027	153,000.00	-	-	12,624.00	165,624.00
Calendar Year 6: 2028	153,000.00	-	-	12,624.00	165,624.00
<b>Triumph Total</b>	<b>765,000.00</b>	<b>-</b>	<b>-</b>	<b>63,120.00</b>	<b>828,120.00</b>
<b>Grantee</b>					
Calendar Year 1: 2023--Pre-Award	102,000.00	-	-	21,041.00	123,041.00
Calendar Year 2: 2024	-	-	-	-	-
Calendar Year 3: 2025	-	-	-	-	-
Calendar Year 4: 2026	-	-	-	-	-
Calendar Year 5: 2027	-	-	-	-	-
Calendar Year 6: 2028	-	-	-	-	-
<b>Grantee Total</b>	<b>102,000.00</b>	<b>-</b>	<b>-</b>	<b>21,041.00</b>	<b>123,041.00</b>
<b>Match Source 1; FDC</b>					
Calendar Year 1: 2023	-	-	-	-	-
Calendar Year 2: 2024	-	-	84,938.00	-	84,938.00
Calendar Year 3: 2025	-	-	131,625.00	-	131,625.00
Calendar Year 4: 2026	-	-	131,625.00	-	131,625.00
Calendar Year 5: 2027	-	-	131,625.00	-	131,625.00
Calendar Year 6: 2028	-	-	131,625.00	-	131,625.00
<b>Match Source 1 Total</b>	<b>-</b>	<b>-</b>	<b>611,438.00</b>	<b>-</b>	<b>611,438.00</b>