

GRANT AWARD AGREEMENT
(Santa Rosa County - Whiting Field MRO/Project #72)

THIS GRANT AWARD AGREEMENT (“**Agreement**”) is made and entered into this _____ day of _____, 2018 (the “**Effective Date**”), by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“**Triumph**”), and SANTA ROSA COUNTY, FLORIDA, a political subdivision of the State of Florida, acting through its duly authorized Board of County Commissioners (“**SRC**”).

WITNESSETH:

WHEREAS, pursuant to its authority under Section 288.8017, Florida Statutes, Triumph has agreed to make a Grant (as defined below) to SRC, on and subject to the terms and conditions set forth in this Agreement, to provide partial funding for a project (the “**Project**”) consisting of the design and construction of the infrastructure needed for the first 40 acres of the Whiting Aviation Park to accommodate helicopter maintenance, repair, and overhaul (MRO) and simulation training, all as further described in SRC’s Updated Application for Funds submitted to Triumph on April 18, 2018, as supplemented on July 12, 2018 a project (the “**Grant Application**”), which Grant Application is incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to (i) award the Grant, (ii) state the terms and conditions upon which the Grant will be disbursed, and (iii) set forth certain requirements as to the manner in which the Project will be undertaken and completed.

2. **Grant Award.** On and subject to the terms and conditions set forth herein, Triumph hereby agrees to make a grant to SRC in the aggregate maximum amount of Eight Million Five Hundred Twenty Three Thousand Six Hundred Fifty Five Dollars (\$8,523,655) (the “**Grant**”) to provide partial funding for the Project.

3. **CCNS.** SRC shall contract for construction of the Project pursuant to the Consultant’s Competitive Negotiation Act as set forth in Section 287.055, Florida Statutes. Triumph shall have the right to review and approve all Contracts (as defined in Section 5.7 below) in accordance with Section 5.7 below.

4. **Disbursement of Grant:**

4.1 **Grant as a Disbursement.** Not more than once per calendar month, SRC shall submit to Triumph a written application for disbursement on the form attached hereto as **Exhibit “A”** and incorporated herein (“**Application for Disbursement**”) for an amount not to

exceed 82.6% of (1) the amount of the invoice(s) owing by SRC paid to the contractors, materialmen, or vendors under the Contracts and/or (2) the amount incurred by SRC under Incentive Packages (as defined in Section 5.2 below) (such 82.6% being determined as provided in Section 5.2 below); provided, however, that in no event shall the cumulative disbursements made by Triumph exceed the \$8,523,655.00 maximum amount of the Grant. Each Application for Disbursement shall have attached thereto (i) a copies invoice(s) paid by or to be paid by SRC and/or evidence of Incentive Package payments or credits, (ii) documentation evidencing the completion of the work that is the subject of the invoices, and (iii) such other documents as Triumph shall require in order to determine that the requested disbursement is consistent with the purposes of the Grant. None of the amounts paid by SRC in connection with the invoices submitted in an Application for Disbursement and then reimbursed by Triumph shall also have been or will in the future be in any manner (a) reimbursed, returned, refunded, rebated, or otherwise credited to, SRC by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to SRC 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, it being expressly understood an agreed that SRC shall not receive payments, refunds, disbursements, rebates or credits from any sources in amounts collectively exceeding 100% of the invoices under each Contract.

4.2 Conditions to Triumph's Obligations to Disburse the Grant. Within forty-five (45) days of receipt of an Application for Disbursement under Section 4.1 above, Triumph shall either approve or disapprove of the Application for Disbursement in a written notice to SRC. If Triumph approves the Application for Disbursement, then it shall disburse the approved amount to SRC within thirty (30) days after delivery of the notice of approval. If Triumph disapproves the Application for Disbursement, Triumph shall state in the notice of disapproval the reasons for such disapproval. If the stated reasons for disapproval can be cured by SRC's submittal of missing or corrective items, SRC shall have thirty (30) days following receipt of the notice of disapproval to submit such missing or corrective items. If Triumph fails to approve or disapprove of the Application for Disbursement within forty-five (45) days of receipt, such Application for Disbursement shall be deemed disapproved.

Reasons for disapproving an Application for Disbursement must include one or more of the following:

- (a) Missing or incomplete documentation required under Section 4.1(b) above;
- (b) The Application for Disbursement seeks disbursement for more than 82.6% of the amounts actually invoiced by contractors, materialmen, or vendors under the Contracts;
- (c) The amount requested for disbursement under the Application for Disbursement, together with all amounts previously disbursed under the Grant, would exceed the \$8,523,655.00 maximum amount of the Grant;

- (d) SRC made a 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 this Agreement;
- (e) There is any pending litigation with respect to the performance by SRC of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or disbursement of the Grant;
- (f) SRC has taken any action pertaining to the Project which, under this Agreement, requires the approval of Triumph, and SRC failed to obtain such approval;
- (g) There has been a violation of Sections 9.1, 9.4, and/or 9.5 of this Agreement;
- (h) SRC is in material violation, default, or breach of or under any provision of this Agreement;
- (i) SRC is in breach of any material representation or warranty contained in this Agreement;
- (j) Any federal, state, or local agency (including SRC) 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;
- (k) With respect to previous disbursements of the Grant and payments under Contracts, SRC has failed to pay, or has failed to provide Triumph with evidence of payment of, the Cash Portion of the Matching Funds (17.4%) toward completion of the Project;
- (l) Prior to the Completion Deadline (as defined in Section 5.1 below), SRC has abandoned or discontinued the Project, or for any reason the commencement, prosecution, or timely completion of the Project by SRC is rendered improbable, infeasible, impossible, or illegal;
- (m) All or any portion of the requested disbursement includes disbursement for improvements that are outside the scope of the Project that is contemplated under the Budget (as defined below); or
- (n) One or more of the Contracts have been modified, amended, or terminated without the prior consent or approval of Triumph; provided, however, that any change order under \$25,000 shall not be subject to approval under this Agreement.

5. Completion of the Project:

5.1 **General Requirements.** SRC shall commence, and complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement and all applicable laws. SRC agrees to complete the Project on or before December 31, 2021 (the "**Completion Deadline**"). If SRC does not complete the Project by such date, Triumph's obligation to make the Grant will expire unless an extension of the time period is requested by SRC and granted in writing by Triumph prior to such expiration date. Notwithstanding the foregoing, the Completion Deadline shall be extended on a day-for-day basis by reason of *force majeure* events. The term "*force majeure*" as used herein shall mean that which is beyond the control of SRC, including, but not limited to, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States, or of the state or any civil or military authority, insurrections, riots, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies, or any acts or omissions of third parties not SRC's control, and other such events or circumstances which are beyond the control of SRC despite all reasonable efforts to prevent, avoid, delay, or mitigate such causes, and to include acts of God (such as epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts and adverse weather conditions).

5.2 **Total Project Cost.** The total cost of the Project is \$17,704,975, of which SRC has already paid \$6,086,600. Thus, the total estimated remaining cost of the Project is \$11,618,375 (\$17,704,975 minus \$6,086,600), of which SRC shall pay using the \$3,094,720 in Matching Funds (the "**Matching Funds**") and \$8,523,655 shall be provided by the Grant. The Matching Funds includes \$1,794,720 in cash to be paid by SRC for the design and construction of the Project (the "**Cash Portion of the Matching Funds**") and \$1,300,000 to be used by SRC for incentives to tenants of the Project (the "**Incentive Portion of the Matching Funds**"). The 82.6% disbursement percentage referenced in Section 4.1 above is based on the percentage obtained by dividing the \$8,523,655 amount of the Grant into the \$10,318,375 remaining construction cost of the Project (i.e., the \$11,618,375 total remaining cost of the Project less the \$1,300,000 incentive packages portion of the Project cost), with the remaining 17.4% (\$1,794,720 of the \$10,318,375 total remaining construction cost of the Project) being paid from the Cash Portion of the Matching Funds. The total estimated cost of the Project is based upon the budget set forth in **Exhibit "B"** attached to and incorporated into this Agreement (the "**Budget**"). SRC shall monitor the Budget and submit an amended Budget to Triumph in the event that the Budget increases or decreases by greater than five percent (5%) in the aggregate of the total cost of the Project. Any increase or decrease by greater than five percent (5%) in the aggregate of the total cost of the Project as compared to the most recently approved Budget shall require approval of Triumph. Triumph shall have fifteen (15) days from the receipt of a proposed amended Budget to notify SRC of its approval or disapproval of such change. If Triumph fails to approve or disapprove the amended Budget within such fifteen (15) day period, the amended Budget shall be deemed approved as submitted. If SRC fails to obtain Triumph's approval or deemed approval, that failure shall be sufficient cause for nonpayment by Triumph as provided in Section 4.2(f). Using the Grant, its own funds, and funds from other grants, if any, SRC agrees to bear the entire cost and expense of the Project, including but not limited to, all costs and all expenses in excess of the total estimated

cost of the Project, it being expressly understood and agreed that the Grant shall operate only to pay, on and subject to the terms and conditions set forth herein, a portion of the costs and expenses of the Project. The schedule of completion of the Project shall be developed by SRC as Contracts and change orders are approved as provided herein, and executed by SRC, and such schedule shall be updated and revised from time to time by SRC (the "**Completion Schedule**"). SRC shall take all steps reasonably necessary to maintain the Completion Schedule in order to meet the Completion Deadline. SRC shall notify Triumph of any anticipated changes to the Completion Schedule and shall work with Triumph to update and revise the Completion Schedule such that it reflects the anticipated schedule of completion of the Project. As used in this Agreement, "**Incentive Packages**" means incentives, cash payments, tenant improvement allowances, tax credits, tax rebates, tax reduction, or other forms of consideration actually provided to lessees of the Project.

5.3 Requirement to Provide Reports/Triumph Right to Inspect. SRC shall submit to Triumph such data, reports, records, contracts and other documents relating to the Project as Triumph may require. During the construction of the Project, SRC shall on a quarterly basis submit to Triumph an activity report which outlines the progress of Construction and the cost of the Project incurred to date. Upon completion of the Project, SRC shall send Triumph a notice certifying that the Project was completed in accordance with the plans and specifications, the Contracts, and all applicable standards, statutes, rules and regulations, including all applicable laws regarding public records, labor laws, and civil rights laws. Within thirty (30) days after receipt of certification of completion, Triumph and/or its agents, engineers, and consultants shall have the right to inspect the Project to determine if it was in fact completed in accordance with the plans and specifications. If so, and subject to Triumph's receipt of an approved Application for Disbursement in accordance with Section 4.1 above, Triumph shall disburse final payment of the Grant to SRC; if not, no Grant funds shall be disbursed unless and until SRC promptly corrects any deficiencies and Triumph thereafter determines that it was finally completed in accordance with the plans and specifications. In connection with its inspection of the Project, SRC shall make available to Triumph copies of any and all invoices, contracts, plans and specifications, and other documentation relating to the construction and completion of the Project. Once construction is completed and Triumph has approved such completion, and until such time as SRC has achieved at least one of the performance metrics described in Section 8.3 below, SRC shall, on an annual basis within thirty (30) days of the end of its fiscal year (or more frequently if requested by Triumph), submit to Triumph an activity report on the operations of the Project and the progress of satisfaction of the performance metrics set forth in Section 8.3 below and the status of Incentive Packages and payments of the Incentive Portion of the Matching Funds as described in Sections 5.2 above and 8.5 below, which reports shall include, among other things, its most recent audited financial statements. Triumph shall have the right, at any time and from time to time upon reasonable notice to SRC, to access the Project and inspect the work being performed or as completed.

5.4 Insurance. SRC shall keep and maintain or cause to be maintained casualty insurance on all improvements, fixtures, and equipment, that constitute the Project, the cost of which was in whole or in part disbursed using the Grant, but only to the extent that such equipment and improvements can in fact be insured. In the event of the loss of such equipment or improvements, SRC shall either replace the improvements, fixtures, and equipment, or reimburse

Triumph to the extent the Grant was used to purchase or construct such improvements, fixtures, and equipment.

5.5 Compliance with Applicable Laws, Including Environmental Regulations. SRC shall obtain all required clearances and permits required for the Project from the appropriate permitting authorities. SRC covenants and agrees that the Project will be constructed in conformance with all applicable federal, state and local statutes, rules and regulations, and standards, including, but not limited to, applicable environmental laws and regulations including the securing of any applicable permits. SRC will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations.

5.6 Plans and Specifications. Triumph shall have the right to review and approve the plans and specifications for the Project and any proposed changes to said plans and specifications. Triumph shall have thirty (30) days from receipt of the plans and specifications or proposed change to notify SRC of its approval or disapproval. If Triumph fails to approve or disapprove of the plans and specifications or proposed change within such thirty (30) day period, the plans and specifications or proposed change shall be deemed approved. If SRC fails to obtain approval from Triumph, that failure shall be sufficient cause for nonpayment by Triumph as provided in Section 4.2(f).

5.7 Contracts: Triumph shall have the right to review and approve any and all proposed contracts for architects, engineers, contractors, materialmen, and other vendors performing work in connection with the Project (each, a “**Contract**,” and collectively, the “**Contracts**”) and any proposed change orders to said Contracts before SRC executes or obligates itself in any manner; provided, however, that any Contract or change order that was approved by either (i) the State of Florida, or (ii) any executive agency thereof that is subject to budget oversight authority of the Florida Legislature shall not require Triumph's approval. Any change order to any Contract under \$25,000 shall also not be subject to approval under this Agreement. Triumph shall have fifteen (15) days from receipt of a proposed Contract or change order to notify SRC of its approval or disapproval of such Contract or change order. If Triumph fails to approve or disapprove of a Contract or change order within such fifteen (15) day period, the subject Contract or change order shall be deemed approved. Triumph also reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of same.

5.8 Compliance with Consultants' Competitive Negotiation Act. SRC shall be deemed an “Agency” under, and shall comply in full with, the provisions of Chapter 287.055, Florida Statutes, Consultants' Competitive Negotiation Act with respect to engineering, architecture or surveying services, and shall certify to Triumph that all selections have been accomplished in compliance with said statute.

5.9 SRC Responsible for Payments. SRC expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, and to contractors under the Contracts, and shall indemnify and hold Triumph harmless from any suits, actions, damages, and costs of every name and description, including

attorneys' fees, arising from or relating to any denial or reduction of any application submitted by SRC to Triumph for disbursement of the Grant under this Agreement.

5.10 Worker's Compensation Insurance. SRC shall carry or cause contractors under the Contracts to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

5.11 Contractual Indemnities. SRC shall include or cause to be included the following indemnification in the Contracts and all other contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

“The contractor/subcontractor /consultant/subconsultant shall indemnify, defend, save and hold harmless Triumph Gulf Coast, Inc., a Florida not-for-profit corporation, and all of its officers, directors, agents and employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor/ consultant/ and its officers, agents or employees.”

6. Representations and Warranties of SRC. SRC hereby makes the following representations and warranties to Triumph, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing Triumph to enter into this Agreement, and in reliance on which Triumph has entered into this Agreement, and such representations and warranties shall be deemed made as of the date hereof, as of the dates on which SRC submits an Application for Disbursement, and as of the dates on which SRC receives any disbursement of the Grant:

(a) **Organization; Power and Authority.** SRC is a political subdivision of the State of Florida, and has all requisite power and authority to own, lease, and operate its properties and to carry on its affairs as currently conducted.

(b) **Authorization and Binding Obligation.** SRC has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of SRC. This Agreement has been duly executed and delivered by SRC and, assuming the due authorization, execution, and delivery of this Agreement by Triumph, constitutes the legal, valid, and binding obligation of SRC, enforceable against SRC in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

(c) **No Violations.** The execution and delivery by SRC of this Agreement and the performance by it of the transactions contemplated hereby does not (i) conflict with or result in a breach of any provision of SRC's certificate of incorporation, certificate of

formation, bylaws, or similar corporate document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of SRC's loan agreements, indentures, material agreements or other material instruments or (iii) violate any applicable law or regulation. SRC has not been convicted of a "public entity crime" (as such term is defined in Section 287.133 of the Florida Statutes) nor has SRC been placed on the "discriminatory vendor list" (as such term is defined in Section 287.134 of the Florida Statutes). Neither SRC nor any person or entity that possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of SRC, is listed on the Specially Designated Nationals List or the Foreign Sanctions Evaders List, in each case, as maintained by the United States Department of the Treasury. Neither SRC nor its officers, directors, agents, distributors, employees, or other persons or entities acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money or anything of value to a government official or to obtain or retain business for any person or entity in violation of applicable law.

(d) **No Material Adverse Change.** No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the assets, operations or financial condition of SRC, or the Project, in each case, since the date of the Grant Application.

(e) **Litigation; Compliance with Laws.** No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental SRC is pending or, to the knowledge of SRC, threatened by or against SRC or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the assets, operations, or financial condition of SRC, the Project, or SRC's ability to perform its obligations under this Agreement. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, any other prosecutorial or law enforcement authority in the State of Florida, or any regulatory body in the State of Florida is pending or, to the knowledge of SRC, threatened by or against SRC in, or with respect to any conduct in, the State of Florida. No permanent injunction, temporary restraining order or similar decree has been issued against SRC which, individually or in the aggregate, could reasonably be expected to have a material and adverse effect on the assets, operations, or financial condition of SRC, the Project, or SRC's ability to perform its obligations under this Agreement. Neither SRC, nor any of its material properties or assets has in the last three years been in violation of, nor will the continued operations of its material properties and assets as currently conducted, violate any law, rule, or regulation applicable to SRC (including any zoning or building ordinance, code or approval, or any building permit where such violation or default would be material to SRC), or is in default with respect to any judgment, writ, injunction, decree, or order applicable to SRC of any governmental SRC, in each case, where such violation or default could, individually or in the aggregate, reasonably be expected to result in a material and

adverse effect on the assets, operations, or financial condition of SRC, the Project, or SRC's ability to perform its obligations under this or constitutes a crime under the laws of the United States, Florida, or any other state or territory of the United States.

(f) **Express Representations and Warranties: No Material Misstatements.**

All statements made by SRC in the Grant Application were true, complete, and correct. Triumph shall be deemed to have relied upon the express statements, representations and warranties set forth herein and in the Grant Application notwithstanding any knowledge on the part of Triumph of any untruth of any such representation or warranty of SRC expressly set forth in this Agreement, regardless of whether such knowledge was obtained through Triumph's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule (other than forward-looking statements and projections) furnished by SRC to Triumph in connection with the Grant Application and/or the negotiation of this Agreement, or delivered pursuant to this Agreement, when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

(g) **SRC Matching Funds.** SRC has on hand as its own funds of not less than \$1,794,720 as the Cash Portion of the Matching Funds dedicated to completion of the Project as contemplated in the Grant Application.

(h) **Bonus or Commission.** SRC has not paid, and agrees not to pay, any bonus or commission for the purpose of obtaining an approval of the Grant Application or the entering into of this Agreement.

7. **Accounting, Audits, and Records.**

7.1 **Establishment and Maintenance of Accounting Records.** SRC shall establish separate accounts to be maintained within its existing accounting system or establish independent accounts with respect to the Project. Such accounts are referred to herein collectively as the “**Project account.**” Records of costs incurred under terms of this Agreement shall be maintained in the Project account and made available upon request to Triumph at all times during the period of this Agreement and for eight (8) years after final payment of the Grant is made. Copies of these documents and records shall be made available to Triumph upon request. Records of costs incurred include SRC's general accounting records and the Project records, together with supporting documents and records, of SRC and all consultants performing work on the Project and all other records of SRC and consultants considered necessary by Triumph for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the eight (8) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

7.2 Audits. The administration of the Grant and any federal, state, or local resources awarded to SRC shall be subject to audits and/or monitoring by Triumph, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and other state agencies, and by the federal government and agencies and representatives thereof. Without limiting the generality of the foregoing, SRC shall comply with all audit and audit reporting requirements as specified below, and such requirements do not limit the authority of Triumph to conduct or arrange for the conduct of additional audits or evaluations of the Grant and federal, state, or local awards or funding, or limit the authority of Triumph or any state or federal official.

(a) In addition to reviews of audits conducted in accordance with Chapter 218, Florida Statutes, monitoring procedures to monitor SRC's use of the Grant may include but not be limited to on-site visits by Triumph and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to the Grant awarded by Triumph by this Agreement. By entering into this Agreement, SRC agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by Triumph. SRC further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by Triumph, the Florida Department of Financial Services (DFS), or the State of Florida Auditor General.

(b) SRC, as a recipient of state financial assistance awarded by Triumph through this Agreement, may be subject to the following requirements:

(i) Chapter 218, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) of the Rules of the Auditor General.

(ii) In accordance with Chapters 10.550 (local governmental entities) of the Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to Triumph at the address set forth in Section 10.10 below and to the State of Florida Auditor General, Local Government Audits/342, 111 West Madison Street, Room 401, Tallahassee, FL 32399-1450.

(iii) SRC, when submitting financial reporting packages to Triumph for audits done in accordance with Chapters 10.550 (local governmental entities) of the Rules of the Auditor General, should indicate the date the reporting package was delivered to SRC in correspondence accompanying the reporting package;

(iv) Upon receipt, and within six months, Triumph may review SRC's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the Grant provided through Triumph by this Agreement. If SRC fails to have an audit conducted consistent with Chapter 218, Florida Statutes, Triumph may take appropriate corrective action to enforce compliance;

(v) As a condition of receiving the Grant, SRC shall permit Triumph, or its designee, DFS or the Auditor General access to SRC's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved;

(vi) SRC shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of eight (8) years from the date the audit report is issued and shall allow Triumph, or its designee, DFS or State of Florida Auditor General access to such records upon request. SRC shall ensure that the audit working papers are made available to Triumph, or its designee, DFS or State of Florida Auditor General upon request for a period of eight (8) years from the date the audit report is issued unless extended in writing by Triumph.

7.3 Public Records. The parties acknowledge that each are public entities and, as such, are obligated to comply with the provisions of Chapter 119 of the Florida Statutes applicable to this Agreement as the same may be limited or construed by other applicable law. In the event that either party receives a request for a "public record" (as such term is defined in Section 119.011 of the Florida Statutes) in connection with this Agreement, that party shall provide written notice to the other party of such request as soon as practicable after that parties receipt of such request. If either party submits records to the other party that are confidential and exempt from public disclosure as trade secrets pursuant to Section 288.075 (3) of the Florida Statutes or proprietary confidential business information pursuant to Section 288.075(4) of the Florida Statutes, such records should be marked accordingly by the submitting party prior to submittal to the other party. In the event that either parties claim of exemption asserted in response to the submitting parties assertion of confidentiality is challenged in a court of law. The submitting party shall defend, assume and be responsible for all fees, cost s and expenses in connection with such challenge. It is expressly understood and agreed that all Back-up Data (as defined in Section 8.3 below) and performance metrics under Section 8.3 below shall be deemed "public records" under Section 119.011 of the Florida Statutes.

8. Termination or Suspension of Project/Breach of Agreement/Failure to Achieve Performance Metrics/Clawback of Grant:

8.1 Termination, Suspension, or Expiration of Project. If SRC abandons, suspends, or discontinues the Project, or fails to complete the Project by the Completion Deadline set forth in Section 5.1 above (subject to *force majeure* events), or for any other reason, the commencement, prosecution, or timely completion of the Project by SRC is rendered improbable, infeasible, impossible, or illegal, Triumph shall have the right, by written notice to SRC, to (i) suspend any further disbursements of the Grant and/or any or all of Triumph's other obligations under this Agreement until such time as the event or condition resulting in such abandonment, suspension, or discontinuation has ceased or been corrected, and/or (ii) revoke and terminate the Grant. If Triumph issues a final termination or revocation notice, then in accordance with Section 8.4 below SRC shall upon written demand by Triumph repay to Triumph all portions of the Grant theretofore disbursed to and received by SRC.

8.2 Breach of Agreement. In the event SRC shall (i) have made any misrepresentation 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 this Agreement, (ii) have breached a representation or warranty made in this Agreement, and/or (iii) have breached, violated, or is in any way in default under any of its obligations under this Agreement, then in accordance with Section 8.4 below SRC shall upon written demand by Triumph repay to Triumph all portions of the Grant theretofore disbursed to and received by SRC.

8.3 Performance Metrics. In the event SRC fails to timely achieve at least one of the three (3) following performance metrics set forth in subparagraphs (a), (b), and (c) below, then in accordance with Section 8.4 below SRC shall upon written demand by Triumph repay to Triumph all portions of Grant theretofore disbursed to and received by SRC:

(a) **Performance Metric #1:** By the date which is the third (3rd) anniversary of the date on which the last disbursement of the Grant occurred, at least 200 "**Net New Jobs**" (as defined below) shall have been created at the Whiting Aviation Park greater than 150% of the Santa Rosa County, Florida average wage as of the year the Project is completed (based on the EFI/DEO incentive wage chart) in one of Florida's targeted industries, and such 200 Net New Jobs at or above such average wage shall be maintained for a period of three (3) years thereafter.

(b) **Performance Metric #2:** By the date which is the third (3rd) anniversary of the date on which the last disbursement of the Grant occurred, at least 300 Net New Jobs shall have been created at the Whiting Aviation Park at or above 115% of the County average wage as of the year the Project is completed (based on the EFI/DEO incentive wage chart) in one of Florida's targeted industries, and such 300 Net New Jobs at or above such 115% wage ratio shall be maintained for a period of three (3) years thereafter.

(c) **Performance Metric #3:** By the date which is the third (3rd) anniversary of the date on which the last disbursement of the Grant occurred, at least Twenty Five Million Dollars (\$25,000,000) in new capital investment shall have been made at the Whiting Aviation Park by a company that is in one of Florida's targeted industries, and such Twenty Five Million Dollars (\$25,000,000) in new capital investment shall be maintained for a period of three (3) years thereafter.

As used herein, a “**Net New Job**” shall mean a job that was (a) created after the effective date of the Contract, (b) resulted in a net increase in overall employment on or at the Whiting Aviation Park, and (c) is performed by a full-time employee or a full-time equivalent employee on or at the Whiting Aviation Park who works at least 35 paid hours per week. Jobs are not considered Net New Jobs if they are (A) moved from other workplaces in Florida, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the wage of the transferred position(s); or (B) temporary construction jobs involved with the construction of the Project, or temporary or seasonal jobs associated with cyclical business activities or to substitute for permanent employees on a leave of absence.

The calculation of the number of certifications and the other performance metrics shall be made by Rick Harper or another similarly qualified economist or analyst selected by Triumph.

At any time and from time to time, upon written request by Triumph, SRC shall within thirty (30) days of such request, deliver to Triumph such data, reports, payroll records, financial statements and reporting, and other documents, instruments, and information, as well as its State of Florida employment reporting forms (collectively, “**Back-up Data**”) as Triumph requires in order to determine whether SRC achieved of any or all of the above performance metrics. SRC’s refusal or failure to timely provide any requested Back-up Data shall be deemed SRC’s failure to timely achieve all of the above performance metrics. Notwithstanding the foregoing, so long as SRC is making diligent efforts to obtain the Back-up Data from third parties, the thirty (30) day deadline described above shall be reasonably extended with respect to any Back-up Data needed to be obtained from third parties.

8.4 Clawback of Grant under Sections 8.1, 8.2, and 8.3: Upon the occurrence of any of the events described in Sections 8.1 or 8.2 above, or in the event SRC fails to timely achieve at least one of the three (3) performance metrics described in Sections 8.3(a), (b), or (c) above, then, upon written demand by Triumph, SRC shall within ninety (90) days of such demand repay to Triumph all amounts of the Grant that were theretofore disbursed to and received by SRC, together with interest at the rate *Wall Street Journal Prime Rate* plus three percent (3%) per annum on such amounts to be repaid. Such interest shall accrue commencing on the date of such written demand by Triumph and shall continue to accrue until the amount demanded is repaid in full. Notwithstanding the foregoing, Triumph shall have the discretion to waive, reduce, extend, or defer any amounts due under this Section 8.4 if it determines in its sole and absolute discretion that (i) a breach of a representation and warranty herein or in the Grant Application, or a breach, violation, or default of or under any other provision of this Agreement, was not material in nature, (ii) based on quantitative evidence, the performance metrics were not

achieved due to negative economic conditions beyond SRC's reasonable control, (iii) SRC made a good faith effort to achieve full performance of at least one of the performance metrics and its failure to do so does not substantially frustrate the general purpose of the Grant, and/or (iv) based on quantitative evidence, the effects of a named hurricane or tropical storm, or specific acts of terrorism, adversely affected SRC's ability to achieve at least one of the performance metrics.

8.5 Clawback for Failure to Fully Fund Incentive Portion of the Matching Funds: In the event SRC fails to fully pay the full \$1,300,000 Incentive Portion of the Matching Funds (whether such incentives are paid in the form of cash payments, tenant improvement allowances, tax credits, tax rebates, tax reduction, or other forms of consideration) by the date which is the tenth (10th) anniversary of the date on which the last disbursement of the Grant occurred, SRC shall, within thirty (30) days after written demand by Triumph, repay to Triumph an amount equal to 73.4% of the positive difference between (i) \$1,300,000, minus (ii) the amount of the Incentive Portion of the Matching Funds actually paid, together with interest at the rate *Wall Street Journal Prime Rate* plus three percent (3%) per annum on such amounts to be repaid. Such interest shall accrue commencing on the date of such written demand by Triumph and shall continue to accrue until the amount demanded is repaid in full.

8.6 Maximum Clawback Amount. In no event shall the total amount clawed back under Sections 8.4 and 8.5 above exceed the total amount of the Grant actually disbursed to SRC.

9. Other Covenants, Restrictions, Prohibitions, Controls, and Labor Provisions:

9.1 No Lobbying/Gifts. Pursuant to Sections 11.062 and 216.347 of the Florida Statutes, SRC shall use no portion of the Grant for the purpose of lobbying the Florida Legislature, executive branch, judicial branch, any state agency, or Triumph. SRC shall not, in connection with this or any other agreement, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Triumph or State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Triumph or State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of Triumph or any authorized State official, SRC shall provide any type of information Triumph or such official deems relevant to SRC's integrity or responsibility. Such information may include, but shall not be limited to, SRC's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement.

9.2 Costs of Investigations. SRC shall reimburse Triumph for the reasonable costs of investigation incurred by the Auditor General or other authorized State official for investigations of SRC's compliance with the terms of this or any other agreement between SRC and the State which results in the suspension or debarment of SRC. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses;

and expert witness and documentary fees. SRC shall not be responsible for any costs of investigations that do not result in SRC's suspension or debarment. SRC understands and will comply with the requirements of s. 20.055(5), F.S., including but not necessarily limited to, the duty of SRC and any of SRC's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055, F.S.

9.3 Equal Employment Opportunity/Labor Laws. In connection with the carrying out of the Project, SRC shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. SRC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. In addition, SRC shall comply with all other applicable labor and employment laws and regulations, including, but not limited to, wage and hour and workplace safety laws and regulations

9.4 Prohibited Interests. Except as otherwise permitted under Section 112.313(12), Florida Statutes, SRC shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of SRC, or any entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

(a) "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.

(b) SRC shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before SRC by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of SRC.

(c) The provisions of this subsection shall not be applicable to any agreement between SRC and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between SRC and an agency of state government.

9.5 Interest of Members of, or Delegates to, Congress or Legislature. No member or delegate to the Congress of the United States, or member of the State of Florida legislature, or any director, staff member, or consultant of Triumph, shall be permitted to share in or be a part of this Agreement or any benefit arising hereunder.

9.6 Grant Funds. SRC acknowledges and agrees that the funds for the Grant are not and shall not be deemed a general obligation of the State of Florida, nor is the Grant or this

Agreement backed by the full faith and credit of the State of Florida. Triumph's obligation to disburse the Grant or any portion thereof is expressly contingent upon Triumph having sufficient funds on hand to fund the Grant. If for any reason such funds are not retained by Triumph, are depleted, are frozen or sequestered, or are in any manner unavailable for full or partial disbursement to SRC and/or other awardees of grants, Triumph shall not be obligated to make disbursements hereunder and shall therefore not be deemed to be in breach of this Agreement. To the extent some funds are available to for disbursement to SRC and other awardees of grants, Triumph shall allocate such funds among SRC and such other awardees in such amounts as it shall determine in its sole and absolute discretion.

10. Miscellaneous Provisions:

10.1 Triumph Not Obligated to Third Parties. Triumph shall not be obligated or liable hereunder to any party other than SRC. Without limiting the generality of the foregoing, no person or entity providing other funding to the Project (other than SRC), nor any contractor, subcontractor, or materialman, shall be a third-party beneficiary under this Agreement.

10.2 When Rights and Remedies Not Waived. In no event shall the making by Triumph of any payment to SRC constitute or be construed as a waiver by Triumph of any breach of covenant or any default which may then exist, on the part of SRC, and the making of such payment by Triumph while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to Triumph with respect to such breach or default.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

10.4 Contractual Indemnity. To the extent provided by Section 768.28, Florida Statutes, SRC shall indemnify, defend, and hold harmless Triumph and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by SRC, its agents, or employees, during the performance of the Agreement, except that neither SRC, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Triumph or any of its officers, agents, or employees during the performance of the Agreement. Nothing in this Agreement shall be construed as a waiver by SRC of any sovereign immunity protections that may be provided by Section 768.28, Florida Statutes. When Triumph receives a notice of claim for damages that may have been caused by SRC in the performance of services required under this Agreement, Triumph will immediately forward the claim to SRC. SRC and Triumph will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, Triumph will determine whether to require the participation of SRC in the defense of the claim or to require that SRC defend Triumph in such claim as described in this Section 10.4. Triumph's failure to promptly notify SRC of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by SRC. Triumph and SRC will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at

trial. Triumph may, in addition to other remedies available to it at law or equity and upon notice to SRC, retain such monies from Grant amounts due SRC hereunder as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

10.5 Limitations of Liability. Neither SRC nor Triumph shall be liable to the other for any special, indirect, punitive, or consequential damages, even if the other party has been advised that such damages are possible. Neither SRC nor Triumph shall be liable for lost profits, lost revenue, or lost institutional operating savings. In addition, Triumph shall not assume or incur any liability related to its approval or deemed approval of any contractor, any Contract, any plans or specifications for the Project, any construction work, or any other matter for which Triumph has the right or obligation to review and/or approve under this Agreement

10.6 Non-Assignment. SRC shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Triumph, which consent may be withheld in Triumph's sole and absolute discretion. Triumph shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice to SRC. Any attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*.

10.7 Florida Substitute Form W-9. SRC shall register its W-9 on the Florida Department of Financial Services' website (<http://flvendor.myfloridacfo.com>) and register as a vendor on the MyFloridaMarketPlace website (<http://myfloridamarketplace.com>). Notwithstanding anything in this Agreement to the contrary, Triumph shall not authorize the disbursement of any portion of the Grant to SRC unless and until SRC has a verified Substitute Form W-9 on file with the Florida Department of Financial Services and is registered as a vendor with the Florida Department of Management Services.

10.8 Construction: Interpretation. The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the parties hereto. Time is of the essence with respect to the performance of all obligations under this Agreement. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be

construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

10.9 Preservation of Remedies; Severability. No delay or omission to exercise any right, power, or remedy accruing to either party hereto upon breach or default by either party hereto under this Agreement, will impair any such right, power, or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect.

10.10 Entire Agreement; Amendment; Waiver. This Agreement embodies the entire agreement of the parties hereto with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of SRC and the authorized officer of Triumph. No waiver by a party hereto of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party hereto shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

10.11 Notices. All notices and demands to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered, (ii) when transmitted via facsimile to the number set out above if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a reputable national overnight air courier service, or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices and shall be sent to the applicable address set forth below, unless another address has been previously specified in writing in accordance with this Section 9.10:

If to Triumph:

Triumph Gulf Coast, Inc.
P.O. Box 12007
Tallahassee, FL 32317
Attention: Executive Director

If to SRC:

Santa Rosa County, Florida
Board of County Commissioners
6495 Caroline Street, Suite M
Milton, FL 32570

10.12 Attorney's Fees. In the event litigation arises (at the trial or appellate level) in connection with this Agreement, the prevailing party will be entitled to be reimbursed for all costs incurred in connection with such litigation, including without limitation reasonable attorneys' fees and costs.

10.13 TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE PARTIES HERETO WAIVE TRIAL BY JURY IN RESPECT OF ANY CLAIM, DISPUTE OR ACTION ARISING OUT OF, RELATED OR PERTAINING TO THIS AGREEMENT, THE GRANT APPLICATION, AND/OR THE GRANT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE AND EACH PARTY HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

10.14 Governing Law. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Escambia. The parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Escambia County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement.

10.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement be executed as of the day and year first above written.

SRC:

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

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 "A"

Form of

Application for Disbursement of Grant

Pursuant to Section 4.1 of that certain Grant Award Agreement dated _____, 2018 (the "Agreement"), by and between the Santa Rosa County, Florida, a political subdivision of the State of Florida, acting through its duly authorized Board of County Commissioners ("SRC") and Triumph Gulf Coast, Inc., a Florida not-for-profit corporation ("Triumph"), SRC hereby requests a disbursement 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 to SRC (List all that are the subject of this Request):

Contractor/Materialman/Vendor	Amount of Invoice/Cost of Service or Material
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Invoices:	\$ _____

2. Amount of Grant Disbursement Requested Hereby:

\$ _____ (Must not exceed 82.6% of the Total Invoices in Item 1 above)

3. (a) Amounts of Grant Previously Disbursed Under the Agreement: \$ _____
(b) Amount of Disbursement Requested in Item 2 above: \$ _____
(c) Cumulative Amounts Disbursed from Grant if this request is approved (add (a) and (b) above): \$ _____
(e) Remaining Amount of Grant to be disbursed \$8,523,655 minus the amounts in (c) above: \$ _____

4. Attached hereto are (1) true, correct, and complete copies of the invoices referenced in Item 1 above, and (2) photographs and/or reports evidencing the completion of the work that is

the subject of the invoices referenced in Item 1 above. The following additional information is also attached:

5. None of the amounts paid by SRC in connection with the invoices described in Item 1 above for which disbursement 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, SRC by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to SRC 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 SRC in connection with the invoices described in Item 1 above have heretofore been modified, amended, or terminated, except as otherwise approved by Triumph.
7. SRC hereby certifies, represents, and warrants to Triumph that the following statements are true and correct:
 - (a) This Application for Disbursement does not seek disbursement for more than the amounts actually invoiced by contractors, materialmen, or vendors under the Contracts;
 - (b) SRC 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;
 - (c) There is no pending litigation with respect to the performance by SRC of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or disbursement of the Grant;
 - (d) SRC has not taken any action pertaining to the Project which, under the Agreement, requires the approval of Triumph, and SRC failed to obtain such approval;
 - (e) There has been no violation of the anti-lobbying/gift or prohibited interest provisions of Sections 9.1 and 9.4 of the Agreement;
 - (f) SRC is not in violation, default, or breach of or under any provision of the Agreement, and all representations and warranties contained in the Agreement are accurate as of the date hereof;

(g) SRC is not in breach of any representation or warranty contained in the Agreement;

(h) No federal, state, or local agency (including SRC) 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;

(i) With respect to previous disbursements of the Grant and payments under Contracts, SRC has paid, and has provided Triumph with evidence of payment of, the Cash Portion of the Matching Funds (17.4%) toward completion of the Project.

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

(k) No portion of the requested disbursement includes disbursement for improvements that are outside the scope of the Project that is contemplated under the Budget;

(l) None of the Contracts have been modified, amended, or terminated without the prior consent or approval of (i) Triumph, or (ii) the State of Florida, or (iii) any executive agency thereof that is subject to budget oversight authority of the Florida Legislature;

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

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

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

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

(q) There have been no change orders under any of the Contracts for an amount exceeding \$25,000;

(r) SRC is in compliance with the Consultants' Competitive Negotiation Act as required by Section 5.8 of the Agreement;

(s) SRC is in compliance with the anti-lobbying/gift provisions as required by Section 9.1 of the Agreement

(t) SRC is in compliance with the equal employment opportunity and other labor provisions as required by Section 9.3 of the Agreement;

(u) SRC is in compliance with the prohibited interest provisions as required by Section 9.4 of the Agreement; and

(v) SRC is in compliance with the prohibition of benefits to Congress or the Florida Legislature as required by Section 9.5 of the Agreement.

8. SRC has already paid \$6,086,600 toward the cost of the Project as described in Section 5.2 of the Agreement. Invoices and evidence of such payment is attached. (Note: this #8 is only applicable to the first Application for Disbursement).

The undersigned, in his capacity as _____ of SRC, 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 disbursement is consistent with the purposes of the Grant

Date: _____

Print Name: _____

EXHIBIT "B"

PROJECT BUDGET

Design & Engineering:	\$1,200,000
Construction	\$6,852,500
Land Improvement	\$ 920,000
<u>Contingency</u>	<u>\$1,345,875</u>
Total Construction Cost	\$10,318,375
<u>Plus: Incentive Packages</u>	<u>\$1,300,000</u>
Total Budget	\$11,618,375