

Scott A. Remington
President / Managing Partner
Direct (850) 432-2399
sremington@clarkpartington.com

October 18, 2018

Via Email

Chairman Don Gaetz
c/o Susan Skelton (sskelton@myfloridatriumph.com)
Triumph Gulf Coast, Inc.
P.O. Box 12007
Tallahassee, FL 32317

RE: Engagement Letter - General Counsel Services for Triumph Gulf Coast, Inc.

Dear Chairman Gaetz,

On behalf of the firm we would like to express our appreciation for being asked to continue serving as General Counsel to the Triumph Board. This engagement letter is intended to set forth the terms and conditions under which Clark Partington will continue providing legal services to Triumph Gulf Coast, Inc.

Scope of Representation - General Counsel Services

- A. Advise the Board with respect to public meetings law, public records law, Sunshine law, applicable corporate law, and required filings and reports, including legally required audits.
- B. Attend regularly scheduled Board meetings, provide counsel during meetings, advise officers and directors between meetings.
- C. Create and review basic documents, contracts, report formats and procedures for the Board.
- D. Create forms of documents pertaining to awarding of funds, performance contracts, claw-back features and partnership agreements with governmental and private entities.
- E. Advise the Board regarding form, format and methods to be used for application for funds and methods of review and disposition of applications under \$5,000,000.00.
- F. Perform basic due diligence on potential funding partners and grantees for awards under \$5,000,000.00.
- G. Assist in negotiating contracts for funding for awards under \$5,000,000.00.

- H. Review transactions, including transaction documents, before the awarding of funds under \$5,000,000.00.
- I. Meet, as directed by the Chairman, with other governmental entities and outside parties.
- J. Make routine appearances, as directed by the Chairman, before bodies with jurisdiction over Triumph Gulf Coast.
- K. Advise and represent the Board regarding employment, leases, use of services and other routine contractual matters.
- L. Advise and assist Directors in complying with applicable provisions of law relating to service on the Board, including ethics, financial disclosure, conflicts of interest, lobbying and lobbying ban, gift ban and contact with lobbyists and potential applicants for funds.
- M. Advise the Board regarding Officers and Directors liability and liability insurance.
- N. Advise the Board on compliance with applicable provisions of laws including those laws specifically governing Triumph Gulf Coast.
- O. Other routine legal matters as directed by the Chairman.

Term of Engagement - General Counsel Services

Twelve (12) months beginning November 1, 2018 and renewable annually for successive twelve (12) month terms unless otherwise cancelled by either party.

Legal fees and costs - General Counsel Services

\$100,000 annually paid in equal monthly installments to cover all services outlined above. Counsel will provide a monthly statement of all legal services provided not as a bill but as a record of utilization. Triumph will pay for mileage, meals and lodging at state rates.

Review of Representation

The Chairman will meet regularly to confer with the designated representative of the firm to ensure that the terms and compensation agreement under this engagement adequately address the duties assigned (whether presently contemplated or not) and otherwise protect the rights, responsibilities and obligations of the parties. No change will be made in this representation agreement without the consent of both parties. This agreement may be terminated by either party upon thirty days written notice.

Conflict Counsel Services

The Chairman and the Treasurer will comprise a committee of the Board to select conflict counsel to represent the Board in the event of a conflict involving Triumph Gulf Coast's counsel and a potential grantee. Expenditure of any funds for conflict counsel shall be approved by the Board.

Case Management

I will be your primary source of contact on this matter. My full contact information is below:

Scott A. Remington
sremington@clarkpartington.com
Direct Dial: 850-432-2399
Cell Phone: 850-384-4364

We strive to keep our clients fully informed as to the status of their matters. However, do not hesitate to contact me at any time to discuss the status of this matter or any other legal issue that may arise.

Conclusion

Although I believe the foregoing information covers the essential elements of our engagement, if you would like for me to explain any of the provisions in more detail, I would be pleased to do so. Otherwise, if the terms of this letter are acceptable to you, please sign and date in the spaces provided below and return an executed copy to our office.

The effective date of our engagement will be November 1, 2018. Thank you for this assignment and your continued confidence in our firm. We appreciate the opportunity to assist you with respect to this matter and look forward to working with you to resolve the matter.

Very truly yours,

Scott A. Remington

cc: Susan Skelton
A. Alan Manning, Esq.

Don J. Gaetz, *Chair of Triumph Gulf Coast, Inc.*

Date