

**Scott A. Remington**  
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October 18, 2018

**Via Email**

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

RE: Engagement Letter - Special 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 Special 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. in the capacity as Special Counsel.

**Scope of Representation - Special Counsel Services**

In the case of transactions involving more than two parties and/or where the total award of Triumph funds exceeds \$5 million the firm will act as Special Counsel to Triumph, providing the following services:

- A. Negotiation of funding agreements including performance contracts and partnership agreements with local, state and federal government, economic development agencies, industry representatives and private sector entities.
- B. Represent the Board in ensuring compliance with and enforcement of awards contracts and performance agreements.
- C. Extensive due diligence of funding partners and grantees.
- D. Other directly related services, as requested by the Chairman.

**Term of Engagement - Special Counsel Services**

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 - Special 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 (30) 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. My direct telephone number is 850-432-2399 and my email address is [sremington@clarkpartington.com](mailto:sremington@clarkpartington.com).

### **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.

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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.

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

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Date