

GRANT AWARD AGREEMENT
(Bay County/Project #189)

THIS GRANT AWARD AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2019 (the “**Effective Date**”), by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“**Triumph**”), and BAY COUNTY, FLORIDA, a political subdivision of the State of Florida, acting through its duly authorized Board of County Commissioners (the “**County**”).

WITNESSETH:

WHEREAS, pursuant to its authority under Section 288.8017, Florida Statutes, Triumph has agreed to make a Grant (as defined below) to the County, on and subject to the terms and conditions set forth in this Agreement, to provide a grant to help alleviate the projected loss of ad valorem real property taxes as a result of Hurricane Michael, as such projected losses are further described in the County’s Application for Funds submitted to Triumph and any supplement or amendment to the Grant Application (collectively, 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, and (ii) state the terms and conditions upon which the Grant will be disbursed.
2. **Grant Award.** On and subject to the terms and conditions set forth herein, Triumph hereby agrees to make a grant to the County in the aggregate maximum amount of Six Million Six Hundred Sixty Seven Thousand Two Hundred Fifty Four and 00/100 Dollars (\$6,667,254.00) (the “**Grant**”).
3. **Disbursement of Grant:** The entire Grant shall be disbursed to the County within thirty (30) days following the later to occur of (i) the execution of this Agreement by Triumph and the County; or (ii) attendance by appropriate representatives of the County at a FEMA Reimbursement Workshop to be hosted by Triumph and led by the State Division of Emergency Management; provided, however, that if prior to disbursement of the Grant Triumph determines that the County breached any of the provisions of Section 7 below, then this Agreement and Triumph’s obligation to disburse the Grant shall terminate and be of no further force or effect. The County shall in turn, within thirty (30) days of receipt of the Grant funds from Triumph, disburse the Grant funds as follows:

Retain by the County for General Fund:	\$1,915,732.00
Disburse to MSTU-Fire:	\$ 154,494.00
Disburse to Mosquito Control:	\$ 94,167.00
Bay District Schools RLE:	\$2,031,603.00
Bay District School Discretionary:	\$1,013,812.00
City of Panama City:	\$ 756,109.00
City of Mexico Beach:	\$ 325,386.00
City of Springfield:	\$ 54,683.00
City of Callaway:	\$ 80,814.00
City of Lynn Haven:	\$ 240,454.00
<u>Total Grant Amount</u>	<u>\$6,667,254.00</u>

4. **Requirement to Provide Reports/Financial Information.** The County shall deliver to Triumph (i) a copy of the certified tax assessment roll for each year in which Grant funds were approved to help alleviate the projected loss of ad valorem real property taxes, with such certified tax assessment roll shall being delivered to Triumph within ten (10) days of approval thereof by the Florida Department of Revenue, and (ii) on an annual basis, within six (6) months following the end of the County’s fiscal year for each year in which Grant funds were approved to help alleviate the projected loss of ad valorem real property taxes, audited financial statements for such fiscal year. In addition, within fifteen (15) days of written request by Triumph, the County shall submit to Triumph such other data, reports, records, notes, appraisal information, and other documents related to the calculation of the projected and actual loss of ad valorem real property taxes as a result of Hurricane Michael.

5. **Representations and Warranties of the County.** The County 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 the County submits an Application for Disbursement, and as of the dates on which the County receives any disbursement of the Grant:

(a) **Organization; Power and Authority.** The County 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.** The County 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 the County. This Agreement has been duly executed and delivered by the County and, assuming the due authorization, execution, and delivery of this Agreement by Triumph, constitutes the legal, valid, and binding obligation of the County, enforceable against the County 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) **Express Representations and Warranties: No Material Misstatements.** All statements made by the County in the Grant Application were true, complete, and correct in all material respects. 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 the County 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 furnished by the County 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.

6. **Accounting, Audits, and Records.** The County shall maintain all records relating to the calculation of the projected and actual loss of ad valorem real property taxes as a result of Hurricane Michael and make such records available 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. 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.

6.1 **Audits.** The administration of the Grant 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, the County 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 the County'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, the County agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by Triumph. The

County 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) the County, as a recipient of state financial assistance awarded by Triumph through this Agreement and Section 11.45(2)(d) of the Florida Statutes, is subject to the following requirements:

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

(ii) If required by applicable statutes and rules, the State of Florida Auditor General shall conduct an annual financial audit of the County. Once completed, the audit report shall be submitted to Triumph at the address set forth in Section 10.10 below.

(iii) Upon receipt, and within six months, Triumph may review the County's 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 the County fails to have an audit conducted consistent with Chapter 218, Florida Statutes, Triumph may take appropriate corrective actions to enforce compliance.

(iv) As a condition of receiving the Grant, the County shall permit Triumph, or its designee, DFS or the Auditor General access to the County'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.

(v) The County 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. The County 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.

6.2 **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 Statues or proprietary confidential business information pursuant to Section 288.075(4) of the Florida Statues, 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 party's assertion of confidentiality is challenged in a court of law. The submitting party shall defend, assume and be responsible for all fees, costs and expenses in connection with such challenge.

7. **Breach of Agreement.** In the event the County shall have (i) made any misrepresentation or omission of a material nature in the Grant Application, or with respect to any document or data furnished with the Grant Application or pursuant to this Agreement, including, but not limited to, the calculation of the projected loss of ad valorem real property taxes as a result of Hurricane Michael as set forth in the Grant Application, (ii) materially breached a representation or warranty made in this Agreement, (iii) materially breached or violated, or is in any way in material default under, any of its obligations under this Agreement, including, but not limited to, failing to timely disburse the Grant funds to the parties set forth in Section 3 above, and/or (iv) failed to timely deliver to Triumph any documents requested under Section 4 of this Agreement, then in accordance with Section 8 below the County shall upon written demand by Triumph repay to Triumph all portions of the Grant theretofore disbursed to and received by the County. Notwithstanding the foregoing, (i) Triumph acknowledges that the projected loss of ad valorem real property taxes as a result of Hurricane Michael as set forth in the Grant Application is an estimate only, and so long as such estimate was made in good faith and based upon sound and reasonable methodology in making the forecasts, any discrepancy between the projected loss and actual loss shall not be deemed to be a misrepresentation or omission of a material nature under this Agreement, and (ii) Triumph shall have the discretion, exercisable in its sole and absolute discretion, to waive, reduce, extend, or defer any amounts due under Section 8 below.

8. **Clawback of Grant under Section 7:** Upon the occurrence of any of the events described in Section 7 above (an "event of default"), Triumph shall provide written notice to the County of the event of default. The County shall have thirty (30) days from receipt of such notice to cure any alleged event of default. If the County is unable to cure any alleged event of default within such thirty (30) day period, then, upon written demand by Triumph, the County shall within ninety (90) days of such demand repay to Triumph all amounts of the Grant that were theretofore disbursed to and received by the County, 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. The County and Triumph acknowledge and agree

that any amounts clawed back under this Section 8 above are intended as a repayment of Grant funds conditionally disbursed to the County and are due and payable to Triumph as a result of the occurrence of any of an event of default. Such amounts are not intended as and shall not be deemed damages or a penalty. Notwithstanding the foregoing, to the extent that for any reason such amounts are deemed damages, the County and Triumph agree that (i) such amounts shall constitute liquidated damages, (ii) the actual damages suffered by Triumph would be unreasonably difficult to determine and that Triumph, (iii) Triumph would not have a convenient and adequate alternative to the liquidated damages, (iv) the amounts due Triumph bear a reasonable relationship to any anticipated harm and is a genuine pre-estimate suffered by Triumph, and (v) the County irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are excessive or punitive.

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, the County shall use no portion of the Grant for the purpose of lobbying the Florida Legislature, executive branch, judicial branch, any state agency, or Triumph. the County 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, the County shall provide any type of information Triumph or such official deems relevant to the County's integrity or responsibility.

9.2 Costs of Investigations. the County shall reimburse Triumph for the reasonable costs of investigation incurred by the Auditor General or other authorized State official for investigations of the County's compliance with the terms of this or any other agreement between the County and the State which results in the suspension or debarment of the County. 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. The County shall not be responsible for any costs of investigations that do not result in the County's suspension or debarment. The County understands and will comply with the requirements of s. 20.055(5), F.S., including but not necessarily limited to, the duty of the County and any of the County'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 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.

9.4 **Grant Funds.** The County 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 the County 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 the County and other awardees of grants, Triumph shall allocate such funds among the County and such other awardees in such amounts as it shall determine in its sole and absolute discretion and shall not be deemed to be in breach of this Agreement for failure to fully fund the Grant

10. Miscellaneous Provisions:

10.1 Triumph Not Obligated to Third Parties. Triumph shall not be obligated or liable hereunder to any party other than the County.

10.2 When Rights and Remedies Not Waived. In no event shall the making by Triumph of any payment to the County 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 the County, 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 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.

10.4 Contractual Indemnity. To the extent allowed by Section 768.28, Florida Statutes, the County 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 the County, its agents, or employees, during the performance of the Agreement, except that neither the County, 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 the County 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 the County in the performance of services required under this Agreement, Triumph will immediately forward the claim to the County. The County 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 the County in the defense of the claim or to require that the County defend Triumph in such claim as described in this Section 10.4. Triumph's failure to promptly notify the County of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the County. Triumph and the County 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.

10.5 Limitations of Liability. Neither the County 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 the County nor Triumph shall be liable for lost profits, lost revenue, or lost institutional operating savings.

10.6 Non-Assignment. The County 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 without the consent of the County be entitled to assign or transfer its rights, duties, or obligations under this Agreement to any other person or entity, or to another governmental entity in the State of Florida, upon giving prior written notice to the County. Any attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*.

10.7 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.

10.8 Preservation of Remedies. 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.

10.9 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 the County 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.

10.10 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 10.10:

If to Triumph:

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

If to the County:

Bay County Board of County
Commissioners
840 W 11th Street
Panama City, FL 32401

10.11 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.

10.12 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.

10.13 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.

10.14 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.

COUNTY:

BAY 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