

TERM
SHEET FOR
GRANT AWARD AGREEMENT
BETWEEN
TRIUMPH GULF COAST, INC.
AND
BAY YOUTH SUMMER WORK FOUNDATION INCORPORATED

This Term Sheet summarizes the basic terms upon which Triumph Gulf Coast, Inc. (“Triumph”) is considering awarding a grant to the Bay Youth Summer Work Foundation Incorporated, a Florida not-for-profit corporation (the “Foundation”) under the Triumph Gulf Coast Trust Fund. This Term Sheet is intended for discussion and negotiation purposes only and (a) does not constitute a grant, or an approval of a grant, by Triumph to the Foundation, and (b) does not create any binding obligations on Triumph or the Foundation with respect to (i) any grant, (ii) any approval of a grant, or (iii) engaging in any further discussions or negotiations with respect to a grant. Any binding agreement between Triumph and the Foundation with respect to any grant must be contained in a definitive grant award agreement (the “Agreement”), approved by the Board of Directors of Triumph and the Foundation and executed by Triumph and the Foundation. At any time prior to such execution of the Agreement, either Triumph or the Foundation may terminate negotiations, and upon such termination, neither party shall have any liabilities or obligations to the other.

GRANT AMOUNT: \$48,301.40

PURPOSE: To provide partial funding for a project (the “Project”) that funds educational programs for high school students to earn industry certificates for the ICT Communication Essential Certification (ICT CEC) (“Certificates”), as further described in the Foundation’s Application for Funds submitted to Triumph on February 4, 2018, as amended (the “Grant Application”). The Project shall include a minimum of 20 students. The students must receive their first certificate before starting a paid internship.

FUNDING: \$43,921.20 shall be allocated for student internship wages for an 8 week program period at \$8.50/hour plus Social Security and Medicare for up to

20 hours/week per student for up to 30 students. Disbursements shall be made in blocks of up to \$10,980.30 within 30 days of the Foundation submitting an application for disbursement in a form set forth in the Agreement (the "Application for Disbursement") that includes verification that certificates were achieved (with the actual amount based on the number of students who receive a certification).

\$4,380.20 shall be allocated to reimburse GCSC for the cost of certificates and a staff person to administer the program based on one or more Applications for Disbursement submitted by GCSC that included invoices to verify the expenditures being reimbursed.

ADDITIONAL GRANT APPLI- CATION

The Foundation cannot submit an application for an additional grant for a second year of the program until at least 30 Certificates are issued and a report of summer youth employment is presented documenting the name, location of employment, days worked, social security verification of each employed youth, and verification that background checks were completed on each person supervising the student at their place of employment.

CONDITIONS TO FUNDING:

Triumph shall not be obligated to disburse the grant if, among other things:

- (a) There is missing or incomplete documentation;
- (b) The amount requested for disbursement under a request for disbursement, together with all amounts previously disbursed under the grant, would exceed the \$48,301.40 maximum amount of the grant;
- (c) The Foundation 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 to Triumph;
- (d) There is any pending litigation with respect to the performance by the Foundation of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or the disbursement of the grant;
- (e) The Foundation has taken any action pertaining to the Project which requires the approval of Triumph, and the Foundation failed to obtain such approval;
- (f) There has been a violation of the prohibited interests (conflicts of interests) provisions the Agreement;
- (g) The Foundation is in violation, default, or breach of or under any provision of the Agreement;
- (h) The Foundation is in breach of any representation or warranty contained in the Agreement;

(i) The Foundation has failed to provide Triumph with satisfactory evidence that it has received the Matching Funds described below;

(j) The Matching Funds are not being used for the intended purposes and in the amount and at the times as set forth in a schedule of expenses approved by Triumph;

(k) The Foundation has abandoned or discontinued the Project, or for any reason the commencement, prosecution, or timely completion of the Project by the Foundation will be rendered improbable, infeasible, impossible, or illegal; or

(l) All or any portion of the requested disbursement includes costs that are not shown or contemplated under the budget for the Project.

MATCHING

FUNDS:

The Foundation shall obtain the following financial and other contributions to support the Project (“Matching Funds”) totaling \$22,970.00.

ELIGIBLE COSTS/ DOCUMENT- ATION:

All grant funds paid by the Foundation with respect to the Project shall be supported by properly executed invoices, payroll records, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. Any check or order drawn by the Foundation with respect to any item which is or will be chargeable against the Project will be drawn only in accordance with a properly signed voucher then on file in the office of the Foundation stating in proper detail the purpose for which such check or order is drawn. All checks, payroll records, invoices, payroll records, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

MAINTENANCE OF RECORDS:

Records of costs incurred shall be made available upon request to Triumph at all times during the period of the Agreement and for eight (8) years after final grant payment is made. Copies of these documents and records shall be furnished to Triumph upon request. Records of costs incurred include the Foundation’s general accounting records and the Project records, together with supporting documents and records, of the Foundation considered necessary by the 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.

AUDITS:

The grant shall be subject to audits and/or monitoring by Triumph. The Foundation shall submit quarterly reports to Triumph reporting on the

progress of the Project. In addition, the Foundation shall submit an annual report to Triumph in or about November of each year reporting on the progress of the Project and the achievement of the forecasted number of Certificates. Such annual report shall include copies of the Foundation's audited financial statements.

**TERMINATION
OR SUSPENSION
OF PROJECT:**

If the Foundation abandons or, before completion, finally discontinues the Project; or for any other reason, the commencement, prosecution, or timely completion of the Project by the Foundation is rendered improbable, infeasible, impossible, or illegal, Triumph will, by written notice to the Foundation, suspend any or all of its obligations under the Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or Triumph may terminate any or all of its obligations under the Agreement. Upon receipt of any final termination or suspension notice, the Foundation shall upon demand by Triumph remit to Triumph all or a portion of the grant previously received.

**COMPLIANCE
WITH LAWS:**

The Foundation shall also comply with all applicable laws regarding public records, third party contracts, labor and employment laws, and civil rights laws.

CLAWBACK:

Any grant funds disbursed by Triumph to the Foundation shall be subject in being repaid ("clawed back") in the event (i) the Foundation made any materially false certification or representation to Triumph in connection with its application for the grant, under the Agreement, and/or in connection with any request for disbursement, and/or (ii) the Foundation breached, violated, or is in any way in default under any of its obligations under the Agreement, and/or (iii) the Foundation fails to achieve at least one (1) of the following performance metrics: (1) following the first year of Triumph funding, students fail to complete at least 30 ICT Communication Essential Certificates (ICT CEC); (2) for the first year for which DEO wage data are available for students that participated in the first year funded by Triumph, at least 50% of students for whom DEO wage data is available will be earning the entry level wage for Bay County as reported in the OES data for the corresponding year of employment as reported by the Florida Research and Economic Information Database Application (FREIDA); or (3) following the first year of Triumph funding, at least 70 percent of students who enroll in the program complete the ICT Communication Essential Certification Certificate or a further certificate for which the ICT CEC is a prerequisite. Triumph shall have the discretion to waive, reduce, extend, or defer any amounts due under the claw back provisions if (i) it determines in

its sole and absolute discretion that, based on quantitative evidence, the metrics were not achieved due to negative economic conditions beyond the Foundation's control, (ii) it determines in its sole and absolute discretion that the Foundation made a good faith effort to achieve full performance metrics and its failure to fully achieve the metrics does not substantially frustrate the general purpose of the grant, or (iii) it determines in its sole and absolute discretion that, based on quantitative evidence, the effects of a named hurricane or tropical storm, or specific acts of terrorism, adversely affected the Foundation's ability to achieve the metrics.

OTHER TERMS
AND

CONDITIONS: The Agreement shall contain such other terms and conditions as required by Triumph and its counsel. Triumph will not be responsible for any workplace issues with the youth employed.

By signing below, the parties are indicating a willingness to proceed with having a draft grant award Agreement prepared on substantially the terms set forth herein. However, as indicated above, this Term Sheet is merely intended for discussion and negotiation purposes only and (a) does not constitute a grant, or an approval of a grant, by Triumph to the Foundation, and (b) does not create any binding obligations on Triumph or the Foundation with respect to (i) any grant, (ii) any approval of a grant, or (iii) engaging in any further discussions or negotiations with respect to a grant. Any binding agreement between Triumph and the Foundation with respect to any grant must be contained in a definitive grant award Agreement, approved by the Board of Directors of Triumph and the Foundation. At any time prior to such execution of the Agreement either Triumph or the Foundation may terminate negotiations, and upon such termination neither party shall have any liabilities or obligations to the other.

Dated: _____, 2019

TRIUMPH:

Triumph Gulf Coast, Inc.

By: _____

Name: _____

Title: _____

DISTRICT:

Bay Youth Summer Work
Foundation Incorporated, a Florida
not-for-profit corporation

By: _____

Name: _____

Title: President