

SUMMARY
OF
GRANT AWARD AGREEMENT
BETWEEN
TRIUMPH GULF COAST, INC.
AND
GULF COAST STATE COLLEGE
(Project #210)

This summarizes the basic terms of a grant award agreement (the “**Agreement**”) that has been negotiated between the staffs of Triumph Gulf Coast, Inc. (“**Triumph**”) and Gulf Coast State College (“**Grantee**”) under the Triumph Gulf Coast Trust Fund. This summary is intended for notice purposes only and (a) does not constitute a grant, or an approval of a grant, by Triumph to Grantee, and (b) does not create any binding obligations on Triumph or Grantee 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. The final terms and conditions of the grant (the “**Grant**”) will be contained in the definitive Agreement approved by the Board of Directors of Triumph and Grantee and executed by Triumph and Grantee.

GRANT AMOUNT: Two Million Two Hundred Fifty Nine Thousand Sixty and 00/100 Dollars (\$2,259,063.00) (the “**Grant**”).

PURPOSE: To provide partial funding to Grantee for the following items in order to implement a Career/Technical Education (CTA) certificate program in unmanned aerial systems (UAS) intended to (i) facilitate the transition of separating military and military spouses into private sector employment in the UAS sector for such military and military spouse students who are stationed in one of the eight disproportionately affected counties under Section 288.8012(3), Florida Statutes (Bay, Escambia, Franklin, Gulf, Okaloosa, Santa Rosa, Walton, and Wakulla) (the “**Affected Counties**”), and (ii) facilitate private sector employment in the UAS sector for non-military students who are residents of one of the eight Affected Counties (the “**Project**”): (i) purchase of equipment, modular lab, and scenario based assets (collectively, “**Equipment**”), and (ii) industry certification prep and exam fees (“**Prep/Fees**”), all as further described in Grantee’s Application for Funds submitted to Triumph (the “**Grant Application**”).

COMPETITIVE

BIDS:

For contracts expected to exceed \$25,000, Grantee shall competitively solicit vendors for materials, labor, and professional services for the construction portion of the Project as required by Sections 1013.47 and 287, Florida Statutes, and Section 6A-14.0734 Florida Administrative Code, and/or Grantee's established competitive bidding procedures (a copy of which shall be uploaded to Triumph's SmartSheet system), as applicable. Grantee shall be allowed to submit a bid to do the work in-house. Upon determination of the winning bidder, but before Grantee formally accepts the bid, enters into any contract, or in any way obligates itself to accept the bid, Grantee shall submit to Triumph for its approval, the name of the proposed vendor and all documentation relating to the evaluation of the various bids submitted. Triumph shall have fifteen (15) days from the receipt of the submitted material to notify Grantee of its approval or disapproval of such proposed award. If Triumph fails to approve or disapprove of the election within such fifteen (15) day period, the award shall be deemed approved. Upon approval, Grantee shall issue its intent to award to that vendor. Triumph shall have the right to review and approve all contracts.

FUNDING:

Not more than once per calendar month, Grantee may submit to Triumph a written Request for Funding. Each Request for Funding shall include information pursuant to a SmartSheet system by Grantee's authorized users, together with (A) reports in Budget (as defined below) categories with copies of general ledger detail for the Project account showing itemized expenditures for the immediately prior funding year, (B) invoices from architects, engineers, contractors, materialmen, and other vendors performing the construction; (C) invoices, purchase orders, or contracts from vendors providing equipment, materials, and services; (D) payroll ledgers, state and federal payroll returns, and other employment data, (E) documentation evidencing the completion of the work that is the subject of the requested funding, (F) to the extent that any portion of the current funding request is for reimbursement of amounts already paid by Grantee, copies of cancelled checks or other sufficient wire documentation evidencing that Grantee paid vendors, and to the extent that all or any portion of the prior month's funding was funding for items to be paid rather than a reimbursement of amounts already paid, receipts evidencing that the funds disbursed to Grantee in the prior month were in fact paid in the proper amounts to the proper vendors for such items, (G) evidence of payment and use of Matching Funds (as defined below), and (H) such other documents as Triumph shall require in order to determine that the funding is consistent with the purposes of the Grant. Grantee shall notify the Triumph Program

Administrator via email each time a Request for Funding is submitted. Other than the final Request for Funding, no single Request for Funding shall be submitted for a funding request amount of less than \$75,000. Upon Triumph's receipt of (a) notification to the Program Administrator, and (b) a Request for Funding that includes all required supporting documents, Triumph shall have forty-five (45) days to either approve or disapprove of the Request for Funding. If Triumph approves the Request for Funding, then it shall fund the approved amount to Grantee within thirty (30) days after approval. If Triumph disapproves the Request for Funding, Triumph shall deliver a notice of disapproval within such forty-five (45) day period that states the reasons for such disapproval. If the stated reasons for disapproval can be cured by Grantee's submittal of missing or corrective items, Grantee shall have thirty (30) days following receipt of the notice of disapproval to submit such missing or corrective items. If Triumph fails to notify Grantee of its disapproval of the Request for Funding within forty-five (45) days of receipt, such Request for Funding shall be deemed disapproved.

None of the Grant shall be used as a reimbursement of items purchased by Grantee prior to the date of the Agreement. None of the amounts paid by Grantee in connection with the invoices submitted in a Request for Funding and then funded by Triumph shall also have been or will in the future be in any manner (a) reimbursed, returned, refunded, rebated, or otherwise credited to, Grantee by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to Grantee 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 and agreed that Grantee shall not receive payments, refunds, reimbursements, rebates or credits from any sources in amounts collectively exceeding 100% of the amounts paid or owing by Grantee.

Grantee shall seek funding only for costs as shown or contemplated under the budget/timeline attached hereto (the "**Budget**"). All amounts paid by Grantee with respect to the Project shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. Any check or order drawn by Grantee with respect to any item which is or will be chargeable against the Project account will be drawn only in accordance with a properly signed voucher then on file in the office of Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, invoices, 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.

Reasons for disapproving a Request for Funding must include one or more of the following:

(a) Grantee fails to satisfy the conditions for funding and/or there is missing or incomplete documentation required under the Agreement;

(b) The Request for Funding seeks funding for items other than as shown in the Budget;

(c) The amount requested for funding under the Request for Funding, together with all amounts previously funded under the Grant, would exceed the \$2,259,063.00 maximum amount of the Grant; or the amount requested for funding under the Request for Funding for a particular Budget category, together with all amounts previously funded for such Budget category, would exceed the maximum amount allocated to such Budget category; or Grantee failed to use any Grant funds funded to date in the amounts and for the purposes stated in the Budget;

(d) Grantee 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 the Agreement;

(e) There is any pending litigation with respect to the performance by Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or funding of the Grant;

(f) Grantee has taken any action pertaining to the Project which, under the Agreement, requires the approval of Triumph, and Grantee failed to obtain such approval;

(g) There has been a violation of Sections 9.1, 9.4, and/or 9.5 of the Agreement;

(h) Grantee is in material violation, default, or breach of or under any provision of the Agreement;

(i) Grantee is in breach of any material representation or warranty contained in the Agreement;

(j) Any federal, state, or local agency (including Grantee) 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) The Matching Funds are not being used for the intended purposes and in the amounts and at the times as set forth in a schedule of expenses approved by Triumph, and/or Grantee has failed to provide Triumph with evidence of payment of the Matching Funds toward completion of the Project;

(l) With respect to previous fundings of the Grant and payments under Contracts, Grantee has failed to pay, or has failed to provide Triumph with evidence of payment of, the Grant for the purposes of such funding. Such evidence shall include, but not be limited to, payroll ledgers, state and federal payroll returns, job descriptions, cancelled checks, wire transfer confirmations;

(m) Prior to the Completion Deadline, Grantee has abandoned or discontinued the Project, or for any reason the commencement, prosecution, or timely completion of the Project by Grantee is rendered improbable, infeasible, impossible, or illegal;

(n) All or any portion of the requested funding includes funding for items that are outside the scope of the Project that is contemplated under the Budget;

(o) One or more of the contracts previously approved or deemed approved by Triumph have been modified, amended, or terminated, or have been subject to a change order, without the prior written consent or deemed approval of Triumph; provided, however, that any change order under \$5,000 shall not be subject to approval under the Agreement;

(p) Grantee shall have annually failed to make reasonable good faith efforts to obtain Business Donations (as defined in the Agreement), and/or shall have failed to provide Triumph with satisfactory evidence of such efforts. Such evidence shall include a spreadsheet listing the Business Donations, the donors, and Grantee's determination of the fair market value of the Business Donations, together with the latest sample form of letter or other communication requesting such Business Donations;

(q) Without the prior approval of Triumph, the total Project cost, the overall Budget, and/or a particular Budget category, has been increased or decreased by more than 5%; and/or Grantee's share of the Matching Funds has decreased by more than 5%;

(r) Completion of the Project is not on schedule for completion by the Completion Deadline;

(s) Grantee has failed to maintain in full force and effect all insurance required under the Agreement;

(t) Grantee is not in compliance with all applicable environmental laws and regulations;

(u) Grantee is not in compliance with the competitive bidding requirements set forth above; and/or

(v) Grantee is not in compliance with the equal employment opportunity and other labor provisions of the Agreement.

**ELIGIBLE COSTS/
DOCUMENTATION:**

The total cost of the Project is \$4,005,000.00, of which (i) Grantee shall pay \$955,937.00 toward the Project and the Unmanned Safety Institute (“**USI**”) shall pay \$790,000.00 toward the Project (collectively, the “**Matching Funds**”), and (ii) \$2,259,063.00 shall be provided by the Grant. The total estimated cost of the Project is based upon the Budget. Grantee shall monitor the Budget and submit an amended Budget to Triumph in the event that (a) the total cost of the Project increases or decreases by greater than five percent (5%), (b) total the Budget increases or decreases by greater than five percent (5%), (c) the Budget increases or decreases by greater than five percent (5%) within a particular Budget category, and/or (d) Grantee’s portion of the Matching funds decreases by greater than five percent (5%). If Grantee proposes an increase or decrease by greater than five percent (5%) as described above as compared to the most recently approved Budget, such proposal shall be submitted to Triumph in writing along with a proposed amended Budget, and Triumph shall have the right to approve or disapprove both the proposed Budget category increase or decrease and the proposed amended Budget. Triumph shall have fifteen (15) days from the receipt of a proposed amended Budget to notify Grantee of its approval or disapproval. If Triumph fails to approve or disapprove the proposed Budget category increase or decrease and/or the proposed amended Budget within such fifteen (15) day period, the proposed Budget category increase or decrease and/or the amended Budget, as applicable, shall be deemed approved as submitted. If Grantee fails to obtain Triumph's approval or deemed approval, that failure shall be sufficient cause for nonpayment by Triumph. Using the Grant, its own funds, and funds from other grants (including, but not limited to, the Matching Funds), Grantee 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. Furthermore, Grantee agrees to spend

all of the Matching Funds as contemplated in the Grant Application, and agrees that its failure to do so shall be deemed a material breach of the Agreement.

MAINTENANCE OF RECORDS:

Grantee shall submit to Triumph such data, reports, records, contracts and other documents relating to the Project as Triumph may require at any time and from time to time. In addition, Grantee shall on an annual basis on or before October 31 of each year submit to Triumph an activity report which outlines the progress of the Project, costs incurred to date, the progress of satisfaction of the Performance Metric set forth in the Agreement, and Grantee's most recent audited financial statements. In connection with its inspection of the Project, Grantee shall make available to Triumph copies of any and all invoices, contracts, plans and specifications, and other documentation relating to the Project. Triumph shall have the right, at any time and from time to time upon reasonable notice to Grantee, to access the Project and inspect any work being performed or as completed.

Grantee shall establish separate accounts to be maintained within its existing accounting system or establish independent accounts with respect to the Project, including, but not limited to, if applicable, payroll ledgers, state and federal payroll returns, and job descriptions, with respect to personnel used in connection with the Matching Funds, and class enrollment and attendance records. Such accounts are referred to herein collectively as the "**Project account.**" Records of costs incurred under terms of the Agreement shall be maintained in the Project account and made available upon request to Triumph at all times during the period of the 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 Grantee's general accounting records and the Project records, together with supporting documents and records, of Grantee and all consultants performing work on the Project and all other records of Grantee 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.

AUDITS: The Grant shall be subject to audits and/or monitoring by Triumph and applicable public records laws.

TERMINATION
OR SUSPENSION
OF PROJECT:

If Grantee abandons, suspends, or discontinues the Project, or fails to complete the Project by the Completion Deadline (subject to *force majeure* events), or for any other reason, the commencement, prosecution, or timely completion of the Project by Grantee is rendered improbable, infeasible, impossible, or illegal, Triumph shall have the right, by written notice to Grantee, to (i) suspend any further funding of the Grant and/or any or all of Triumph's other obligations under the 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 Grantee shall, upon written demand by Triumph, repay to Triumph all portions of the Grant theretofore funded to and received by Grantee.

APPROVAL OF
CONTRACTS:

Triumph shall have the right to review and approve any and all proposed Contracts in connection with the Project and any proposed amendments or change orders to previously approved Contracts in excess of \$5,000 before Grantee executes or obligates itself in any manner. Triumph shall have fifteen (15) days from receipt of a proposed Contract, amendment, or change order to notify Grantee of its approval or disapproval of such Contract, amendment, or change order. If Triumph fails to approve or disapprove of a Contract, amendment, or change order within such fifteen (15) day period, the subject Contract, amendment, 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.

COMPLIANCE
WITH LAWS:

Grantee shall also comply with all applicable laws regarding third party contracts, labor laws, and civil rights laws. The Agreement also has prohibitions on conflicts of interest.

INSURANCE:

Grantee 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 funded 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, Grantee shall either replace the improvements, fixtures, and equipment, or reimburse Triumph to the extent the Grant was used to purchase or such improvements, fixtures, and equipment.

CLAWBACK: Any Grant funds funded by Triumph to Grantee shall be subject in being repaid (“clawed back”) in the event (i) Grantee abandons, suspends or discontinues the Project, or fails to complete the Project by Completion Deadline, and/or (ii) Grantee 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 reimbursement, and/or (iii) Grantee breaches any obligation under the Agreement, and/or (iv) Grantee fails to timely achieve the following performance metric (the “Performance Metric”), then Grantee shall upon written demand by Triumph repay to Triumph all portions of Grant theretofore funded to and received by Grantee:

By December 31, 2023, not less than 700 industry-recognized certificates (excluding FAA introductory certifications) in UAS shall have been issued (students may obtain multiple certificates and each non-duplicative certificate shall count toward the 700 even if the student does not complete the normal 8 sequential certificates) to military and military spouse students who are stationed in one of the eight Affected Counties and/or to non-military students who are residents of one of the eight Affected Counties.

The calculation of the number of certificates shall be made by Rick Harper or another similarly qualified economist or analyst selected by Triumph.

Grantee shall also use reasonable good faith efforts to continue the certification program beyond the satisfaction of the Performance Metric as long as there is a demand, as offered in Grantee’s March 26, 2020, letter to Triumph that is part of the Grant Application.

Triumph shall have the discretion to waive, reduce, extend, or defer any clawback amounts due 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 the Agreement, was not material in nature, (ii) based on quantitative evidence, the Performance Metric was not achieved due to negative economic conditions beyond Grantee’s reasonable control, (iii)

Grantee made a good faith effort to achieve full performance of the Performance Metric 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 Grantee's ability to achieve the Performance Metric.

OTHER TERMS
AND
CONDITIONS:

This is a summary only. The Agreement contains such other covenants, representations and warranties, and other terms and conditions as agreed to by Triumph and Grantee.

A3881575.DOCX

BUDGET/TIMELINE

Exhibit A

Project #210, UAS Pilot Bootcamp

Budget

Estimated construction start date if applicable

Oct-20

Estimated education component start date if applicable

15-Jun-20

	Faculty/Instruct or Salaries (2)	Equipment, Modular Lab, and Scenario Assets	Industry Certification Prep and Exam Fees	Institutional Support	Regional Safety/Privacy Education and Recruitment	Tuition Assistance Scholarships	
<i>Please change year 2 to actual year</i>							
Project Total							
2020	50,000.00	800,000.00	548,750.00	55,000.00	10,000.00	30,000.00	1,493,750.00
2021	150,000.00	175,000.00	960,313.00	55,000.00	20,000.00	45,000.00	1,405,313.00
2022	100,000.00	25,000.00	381,562.00	55,000.00	10,000.00	35,000.00	616,562.00
2023	100,000.00	-	294,375.00	55,000.00	10,000.00	30,000.00	489,375.00
Project Total	400,000.00	1,000,000.00	2,195,000.00	220,000.00	50,000.00	140,000.00	4,005,000.00
Triumph							
2020	-	800,000.00	548,750.00	-	-	-	1,348,750.00
2021	-	-	760,313.00	-	-	-	760,313.00
2022	-	-	130,000.00	-	-	-	130,000.00
2023	-	-	20,000.00	-	-	-	20,000.00
Triumph Total	-	800,000.00	1,439,063.00	-	-	-	2,259,063.00
Grantee							
2020	-	-	-	55,000.00	-	-	55,000.00
2021	-	-	200,000.00	55,000.00	-	-	255,000.00
2022	-	-	281,562.00	55,000.00	-	-	316,562.00
2023	-	-	274,375.00	55,000.00	-	-	329,375.00
Grantee Total	-	-	735,937.00	220,000.00	-	-	955,937.00
Unmanned Safety Institute							
2020	50,000.00	-	-	-	10,000.00	30,000.00	90,000.00
2021	150,000.00	175,000.00	-	-	20,000.00	45,000.00	390,000.00
2022	100,000.00	25,000.00	-	-	10,000.00	35,000.00	170,000.00
2023	100,000.00	-	-	-	10,000.00	30,000.00	140,000.00
Match Source 1 Total	400,000.00	200,000.00	-	-	50,000.00	140,000.00	790,000.00