

TERM SHEET  
FOR  
GRANT AWARD AGREEMENT  
BETWEEN  
TRIUMPH GULF COAST, INC.  
AND  
AMIKIDS PENSACOLA (Project #217)

This Term Sheet summarizes the basic terms upon which Triumph Gulf Coast, Inc. ("**Triumph**") is considering awarding a grant to the AMIKids Pensacola, Inc., a Florida not-for-profit corporation ("**Grantee**"), 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 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. Any binding agreement between Triumph and Grantee with respect to any grant must be contained in a definitive grant award agreement (the "**Agreement**"), approved by Board of Directors of Triumph and Grantee and executed by Triumph and Grantee. At any time prior to such execution of the Agreement, either Triumph or Grantee may terminate negotiations, and upon such termination, neither party shall have any liabilities or obligations to the other.

GRANT AMOUNT: \$408,000 (the "**Maximum Grant Amount**").

PURPOSE: To provide partial funding for a project (the "**Project**") to issue up to 130 industry-recognized or Triumph-approved certificates (such industry-recognized or Triumph-approved certificates are hereinafter referred to as "**Certificates**") in NCCER Core plus OSHA 10, NCCER Carpentry 1, and Commercial Driver License (CDL) to (i) 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) non-military students who are residents of one of the eight Affected Counties, all as further described in Grantee's Application for Funds submitted to Triumph (the "**Grant Application**").

FUNDING: Grantee is contributing \$647,918 toward the Project (the "**Matching Funds**"). The total Project cost is estimated to be \$1,055,918, of which (i) Grantee's Matching Funds shall total not less than \$647,918, and (ii) Triumph shall provide a maximum of \$408,000 under the grant. To the extent that the actual cost of the Project exceeds \$1,055,918, Grantee shall be solely responsible for such excess. The grant and the Matching Funds shall be allocated and spent as shown in the Budget/Timeline attached hereto as Exhibit A (the "**Budget**").

The grant shall be funded as follows:

- (a) Within seventy-five (75) days of execution of the Agreement and receipt of a Request for Funding, Triumph shall fund to Grantee the sum of Eighteen Thousand and 00/100 Dollars (\$18,000) of the grant for personnel, recruitment, certification materials/supplies, and fees (the “**Initial Funding**”) to be used over the life of the Project in accordance with the Budget. Grantee shall request the Initial Funding by submitting a Request for Funding. Triumph shall not be obligated to fund any additional grant funds unless and until Grantee provides Triumph with evidence satisfactory to Triumph that at least five (5) Certificates have been awarded (the “**Initial 5 Certificates**”).
- (b) Once the Initial 5 Certificates have been issued, Triumph shall fund to Grantee the sum of Three Thousand and 00/100 Dollars (\$3,000) for each prior and future Certificate awarded until the Maximum Grant Amount has been fully funded to Grantee, subject to the following:
  - (i) Grantee must submit a Request for Funding and shall submit information pursuant to a SmartSheet system by Grantee’s authorized users;
  - (ii) Each Request for Funding shall be for not fewer than twenty (20) Certificates;
  - (iii) Each Request for Funding shall include (A) evidence satisfactory to Triumph that the Certificates that are the subject of the Request for Funding have been awarded to military and military spouse students who are stationed in one of Affected Counties and/or to non-military students who are residents of one of the Affected Counties, (B) reports in budget categories with copies of general ledger detail for the Project account (as defined below) showing itemized expenditures, (C) solely with respect to the first Request for Funding submitted after the Initial Funding (i) copies of invoices, purchase orders, and/or contracts evidencing payment for equipment, materials, and services with the Initial Funding, and (ii) a Recruitment Activity Report that at a minimum includes information on (x) which Certificate recipient each recruiter for Grantee has been responsible for recruiting, (y) how Grantee is progressing with student attainment toward achieving additional Certificates, and (z) the anticipated completion dates for additional Certificates; (D) solely with respect to the final Request for Funding submitted, a Recruitment Activity Report that at a minimum includes information on (x) which Certificate recipient each recruiter for Grantee has been responsible for recruiting, and (y) the completion dates for all Certificates; (E) payroll ledgers, state and federal payroll returns, and other employment data, (F) to the extent that all or any portion of a prior funding was a disbursement for items to be paid rather than a reimbursement of amounts already paid, receipts evidencing that the funds disbursed in the prior funding were in fact paid in the proper amounts to the proper vendors for such items, (G) evidence of payment

and use of Matching Funds, 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. 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 from receipt to review and either approve or disapprove of a Request for Funding. If Triumph approves a Request for Funding, then it shall fund the approved amount to Grantee within thirty (30) days after approval. If Triumph disapproves a 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; and

(iv) In no event shall Grantee submit a Request for Funding for Certificates that exceed the maximum number for each type of Certificate that was stated in the Grant Application.

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. 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

Triumph will honor requests for funding; provided, however, that Triumph may elect by notice in writing not to make a funding if:

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

(b) The Request for Funding seeks funding for items other than as shown on 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 Maximum Grant Amount; or the amount requested for funding under the Request for Funding would exceed \$3,000 multiplied by the number of Certificates that are the subject of that Request for funding; or that Grantee submitted a Request for Funding for Certificates that exceed the maximum number for each type of Certificate that was stated in the Grant Application; 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 the prohibited interests provisions 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 organization or 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 any 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 date of the Project, 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) Intentionally omitted;

(p) Grantee shall have annually failed to make reasonable good faith efforts to obtain Business Donations (as defined below,) 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 as set forth in the Budget, 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 date;

(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 in the Agreement; and/or

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

ELIGIBLE COSTS/  
DOCUMENT-  
ATION:

Grantee shall seek funding only for costs of the Project as shown or contemplated under the Budget attached to the Agreement. All amounts paid by Grantee with respect to the Project shall be supported by properly executed invoices, contracts, vouchers, and payroll records evidencing in proper detail the nature and propriety of the charges and use of the Matching Funds. 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, payroll records, 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.

**BUSINESS  
DONATIONS:**

Grantee shall make reasonable good faith efforts to annually solicit and obtain financial contributions to support the Project and/or in-kind contributions of services and/or equipment from businesses and industry that would support the Project ("**Business Donations**"). Such reasonable good faith efforts shall include sending letters to area businesses, building a file or database of business names in area to annually solicit donations, and maintaining records of donations. Grantee shall provide Triumph with documentation and other evidence of such reasonable good faith efforts, which documentation shall include, but not be limited to, Grantee's good faith estimate of the fair market value of such Business Donations. The Maximum Grant Amount shall be reduced by an amount equal to fifty percent (50%) of the fair market value of any Business Donations. Triumph shall have the right to approve, disapprove, or modify Grantee's good faith estimate of the fair market value of such Business Donations

**MAINTENANCE  
OF RECORDS:**

Grantee shall establish separate accounts to be maintained within its existing accounting system or establish independent accounts (the "Project account"). Records of costs incurred 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 grant payment is made. Copies of these documents and records shall be furnished 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 and sub-consultants performing work on the Project and all other records of Grantee and consultants 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. Grantee shall submit an annual report to Triumph on or before October 31 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 Grantee's audited financial statements.

**TERMINATION  
OR SUSPENSION  
OF PROJECT:**

If Grantee abandons or, before completion, finally discontinues the Project; or for any other reason, the commencement, prosecution, or timely completion of the Project by Grantee is rendered improbable, infeasible, impossible, or illegal, Triumph will, by written notice to Grantee, 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, Grantee shall upon demand by Triumph remit to Triumph all or a portion of the grant previously received.

APPROVAL OF  
CONTRACTS/  
COMPLIANCE  
WITH LAWS:

Triumph shall have the right to review and approve any and all third party contracts with respect to the Project before Grantee executes or obligates itself in any manner requiring the funding of Triumph funds. Grantee shall also comply with all applicable laws regarding public records, third party contracts, labor laws, civil rights laws, and environmental laws.

INSURANCE:

At all times during the term of the Agreement, Grantee shall keep and maintain casualty insurance on all equipment and improvements, the cost of which was in whole or in part was paid for using Triumph grant funds.

CLAWBACK:

Any grant funds funded by Triumph to Grantee shall be subject to being repaid ("clawed back") in the event (i) 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 funding, and/or (ii) Grantee breached, violated, or is in any way in default under any of its obligations under the Agreement, and/or (iii) Grantee fails to award the Initial 5 Certificates by \_\_\_\_\_, 202\_\_, then Grantee shall upon written demand by Triumph repay to Triumph all portions of Grant theretofore funded to and received by Grantee.

Triumph shall have the discretion to waive, reduce, extend, or defer any amounts due above if it determines in its sole and absolute discretion that (i) a breach of a representation and warranty in the Agreement or in the Grant Application, or a breach, violation, or default of or under any other provision of this Agreement, was not material in nature, (ii) based on quantitative evidence, the Initial 5 Certificates were not achieved due to negative economic conditions beyond Grantee's reasonable control, (iii) Grantee made a good faith effort to award the Initial 5 Certificates, 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 award the Initial 5 Certificates.

OTHER TERMS  
AND  
CONDITIONS:

The Agreement shall contain such other terms and conditions as required by Triumph and its counsel.

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 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. Any binding agreement between Triumph and Grantee with respect to any grant must be contained in a definitive grant award agreement, approved by Grantee of Directors of Triumph and the Grantee and executed by Triumph and Grantee. At any time prior to such execution of the Agreement either Triumph or Grantee may terminate negotiations, and upon such termination neither party shall have any liabilities or obligations to the other.

Dated: 7-22-, 2020

TRIUMPH:

Triumph Gulf Coast, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GRANTEE:

AMIKids Pensacola, Inc., a Florida not-for-profit corporation

By: Cheri Williams  
Name: Cheri Williams  
Title: Executive Director

A3922892.DOCX



# EXHIBIT A

## Budget/Timeline

Exhibit A  
217 AMIKids Pensacola  
Budget  
Estimated construction start date if applicable  
Estimated education component start date if appli Q3 2020

		Recruitment	Certs Completed	Personnel & Operations	Category #4	Total
<b>Project Total</b>						
	2020	18,000.00	90,000.00	75,000.00	-	183,000.00
	2021		195,000.00	263,459.00	-	458,459.00
	2022	-	105,000.00	309,459.00	-	414,459.00
Calendar Year 4		-	-	-	-	-
Calendar Year 5		-	-	-	-	-
Calendar Year 6		-	-	-	-	-
Calendar Year 7		-	-	-	-	-
Calendar Year 8		-	-	-	-	-
Calendar Year 9		-	-	-	-	-
Calendar Year 10		-	-	-	-	-
Calendar Year 11		-	-	-	-	-
<b>Project Total</b>		<b>18,000.00</b>	<b>390,000.00</b>	<b>647,918.00</b>	<b>-</b>	<b>1,055,918.00</b>
<b>Triumph</b>						
	2020	18,000.00	90,000.00			108,000.00
	2021		195,000.00			195,000.00
	2022		105,000.00			105,000.00
Calendar Year 4						-
Calendar Year 5						-
Calendar Year 6						-
Calendar Year 7						-
Calendar Year 8						-
Calendar Year 9						-
Calendar Year 10						-
Calendar Year 11						-
<b>Triumph Total</b>		<b>18,000.00</b>	<b>390,000.00</b>	<b>-</b>	<b>-</b>	<b>408,000.00</b>
<b>Grantee</b>						
	2020			75,000.00		75,000.00
	2021			263,459.00		263,459.00
	2022			309,459.00		309,459.00
Calendar Year 4						-
Calendar Year 5						-
Calendar Year 6						-
Calendar Year 7						-
Calendar Year 8						-
Calendar Year 9						-
Calendar Year 10						-
Calendar Year 11						-
<b>Grantee Total</b>		<b>-</b>	<b>-</b>	<b>647,918.00</b>	<b>-</b>	<b>647,918.00</b>
<b>Match Source 1</b>						
Calendar Year 1						-
Calendar Year 2						-
Calendar Year 3						-
Calendar Year 4						-
Calendar Year 5						-
Calendar Year 6						-
Calendar Year 7						-