

SUMMARY
OF
GRANT AWARD AGREEMENT
BETWEEN
TRIUMPH GULF COAST, INC.
AND
AMIKIDS PENSACOLA, INC.
(Project #217)

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 AMIKids Pensacola, Inc., a Florida not-for-profit corporation (“**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: Up to Four Hundred Eight Thousand and 00/100 Dollars (\$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) non-military students who are residents of 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) military and military spouse students who are stationed in one of the eight Affected Counties, all as further described in Grantee’s Application for Funds submitted to Triumph (the “**Grant Application**”).

PROCUREMENT: Grantee shall follow all of Grantee’s established procurement procedures (a copy of which shall be uploaded to Triumph’s SmartSheet system) with respect to the purchase of any equipment or materials with Grant funds.

FUNDING: The Grant shall be allocated as shown in the Budget/Timeline attached hereto as Exhibit “A”. The Grant shall be funded as follows:

(a) Following execution of this Agreement, Grantee shall request the Initial Funding (as defined below) by submitting a Request for Funding. As used herein, “**Initial Funding**” shall mean the sum of Eighteen Thousand and 00/100 Dollars (\$18,000) of the Grant to be used over the life of the Project for personnel, recruitment, certification materials/supplies, and fees in accordance with the Budget. Triumph shall have forty-five (45) days from receipt to review and either approve or disapprove of the Request for Funding. If Triumph approves the Request for Funding, then it shall fund the Initial Funding 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. 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 ten (10) Certificates and not more than four (4) Requests for Funding may be submitted during each year;
- (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 (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. 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 the conditions for funding and/or there is missing or incomplete documentation;
- (b) The Request for Funding seeks funding for items other than as described above or 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 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 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 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 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 (as defined in the Agreement), 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 and/or the overall Budget has been increased or 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 in accordance with the Agreement;

(u) Grantee is not in compliance with the procurement procedures set forth above; and/or

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

ELIGIBLE COSTS/
DOCUMENTATION:

The total cost of the Project is \$1,055,918, of which (i) Grantee shall pay \$647,918 as shown in the Budget (the “**Matching Funds**”), and (ii) \$408,000 shall be provided by the Grant. The total estimated cost of the Project is based upon the Budget. 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, 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.

BUSINESS DONATIONS:

Grantee shall make reasonable good faith efforts, up until the Completion Deadline, 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 amount of the Grant 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.

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 disbursements 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 disbursed to and received by Grantee.

**APPROVAL OF
CONTRACTS:**

All proposed contracts in connection with the Project (each, a "**Contract**" or "**contract**" and collectively, the "**Contracts**" or "**contracts**") and any proposed amendments or change thereto shall be entered into in accordance with all contracting requirements under Florida Statutes and regulations applicable to Grantee.

**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 disbursed 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 award the Initial 5 Certificates by June 30, 2021, 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 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 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 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 award the Initial 5 Certificates.

**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.

EXHIBIT "A"

BUDGET/TIMELINE

Exhibit A
2.17 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
Project Total					
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					
Project Total	18,000.00	390,000.00	647,918.00	-	1,055,918.00
Triumph					
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					
Triumph Total	18,000.00	390,000.00	-	-	408,000.00
Grantee					
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					
Grantee Total	-	-	647,918.00	-	647,918.00
Match Source 1					
Calendar Year 1					
Calendar Year 2					
Calendar Year 3					
Calendar Year 4					
Calendar Year 5					
Calendar Year 6					
Calendar Year 7					