

GRANT AWARD AGREEMENT
(AMIKids Pensacola, Inc./Project #217)

October
THIS GRANT AWARD AGREEMENT (this "Agreement") is made and entered into this *15th* day of ~~June~~ 2020 (the "Effective Date"), by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation ("Triumph"), and AMIKids Pensacola, Inc., a Florida not-for-profit corporation ("Grantee").

WITNESSETH:

WHEREAS, pursuant to its authority under Section 288.8017, Florida Statutes, Triumph has agreed to make a Grant (as defined below) to Grantee under the Triumph Infrastructure and Logistics Training Fund, on and subject to the terms and conditions set forth in this Agreement, 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 I, 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"), 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, (ii) state the terms and conditions upon which the Grant will be funded, and (iii) set forth certain requirements as to the manner in which the Project will be undertaken and completed.

2. **Grant Award.** On and subject to the terms and conditions set forth herein, Triumph hereby agrees to make a grant (the "Grant") to Grantee in the aggregate maximum amount of up to Four Hundred Eight Thousand and 00/100 Dollars (\$408,000) (the "Maximum Grant Amount") to provide partial funding for the Project.

3. **Procurement of Items With Grant Funds.** 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.

4. **Funding of Grant:**

4.1 **General Allocation of Grant in Budget Categories.** The Grant shall be allocated as shown in the Budget/Timeline attached hereto as Exhibit "A" and incorporated herein (the "Budget").

4.2 Funding of the Grant.

4.2.1 Request for Funding: 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 on the form attached hereto as Exhibit "B" and incorporated herein (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 listed in Exhibit "C" attached hereto and incorporated herein;
- (ii) Each Request for Funding shall be for not fewer than ten (10) Certificates and not more than ~~one-(1)~~ Requests for Funding may be submitted during each calendar quarter-~~(maximum-of-four-(4)-per-calendar 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

