

TERM SHEET FOR
GRANT AWARD AGREEMENT BETWEEN
TRIUMPH GULF COAST, INC.
AND
OKALOOSA COUNTY SCHOOL DISTRICT
(AI /Project #243)

This Term Sheet summarizes the basic terms upon which Triumph Gulf Coast, Inc. (“**Triumph**”) is considering awarding a grant the Okaloosa County School District (“**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 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 Grantee and the Board of Directors of Triumph 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: \$2,840,000

PURPOSE: To provide partial funding for a project (the “**Project**”) that includes (i) contracted services with the University of Florida (“UF”), (ii) the installation of artificial intelligence innovation labs, and (iii) the purchase of equipment and computers, all supporting a program to issue up to 1,100 industry-recognized Florida Department of Education-approved CAPE certificates (“**Certificates**”), to (a) 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 (b) 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**”).

COMPETITIVE

BIDS: For contracts exceeding \$25,000, Grantee shall obtain competitive bids using Grantee’s established competitive bidding procedures (including,

but not limited to, utilization of any continuing services agreements with approved vendors) for equipment, a copy of which established procedures shall be uploaded to Triumph's SmartSheet system, as applicable. In awarding the contract pursuant to Sections 180.24 and 255 et seq., Florida Statutes, Grantee shall award the contract to the lowest, responsive bidder considering the selection criteria contained within the invitation to bid. Triumph shall have the right to review and approve the proposed award and all other contracts. Triumph shall have fifteen (15) days from the receipt of the submitted material to notify Grantee of its approval or disapproval of such proposed contract. If Triumph fails to approve or disapprove of the contract within such fifteen (15) day period, the contract shall be deemed approved.

FUNDING:

The total cost of the Project is \$5,700,000, of which a match is being contributed in the amount of \$2,860,000 (the "**Matching Funds**"), and (ii) \$2,840,000 is being provided by the grant. The total estimated cost of the Project is based upon the Budget/Timeline attached hereto as Exhibit "A" (the "**Budget**"). To the extent that the actual cost of the Project exceeds \$5,700,000, Grantee shall be solely responsible for such excess.

Not more than once per calendar quarter, Grantee may submit to Triumph a written Request for Funding (an "**Request for Funding**") for the amounts of the invoice(s) owing by Grantee to the contractors, materialmen, or vendors. Each Request for Funding shall include (A) reports in budget categories with copies of general ledger detail for the Project account (as defined below) showing itemized expenditures, (B) invoices, purchase orders, or contracts from vendors providing equipment, materials, and services; (C) payroll ledgers, state and federal payroll returns, and other employment data, (D) documentation evidencing the completion of the work that is the subject of the requested funding, (E) to the extent that any portion of the current funding request is for reimbursement of amounts already paid by Grantee, copies of cancelled checks evidencing that Grantee paid vendors, and to the extent that all or any portion of the prior month's funding was a disbursement for items to be paid rather than a reimbursement of amounts already paid, receipts evidencing that the funds disbursed previously were in fact paid in the proper amounts to the proper vendors for such items, (F) evidence of payment and use of Matching Funds, and (G) 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 \$50,000. In no event shall the cumulative fundings made by Triumph exceed the \$2,840,000 maximum amount of the Grant. 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.

It shall be a condition to Triumph's approval of the first Request for Funding that Grantee provide satisfactory evidence that Matching Funds from the Federal American Rescue Plan (FARP) and/or the Elementary and Secondary School Emergency Relief (ESSER II and ESSER III) program have been officially committed to Grantee for the Project (the "**Matching Fund Condition**").

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.

None of the grant funds or the Matching Funds shall be used to pay, reimburse, or recover any overhead or other indirect costs, including, but not limited to, general and/or administrative overhead, rental or other facilities overhead, continuing education fees, auxiliary fees, and fringe

fees.

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

(a) The Matching Fund Condition has not been satisfied and/or there is missing or incomplete documentation;

(b) The Request for Funding seeks funding for items other than as shown in the Budget or seeks funding for more than amounts actually invoiced by contractors, materialmen, or other vendors under any contracts;

(c) The amount requested for funding under the Request for Funding, together with all amounts previously funded under the Grant, would exceed the \$2,840,000 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 this 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, this Agreement, or funding of the Grant;

(f) Grantee has taken any action pertaining to the Project which, under this 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) The Company and/or any federal, state, or local organization or agency 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 for 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, or Grantee has failed to make substantial progress toward student attainment of achieving not less 1,100 Certificates;

(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 \$50,000 shall not be subject to approval under this Agreement;

(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 the Matching Funds have 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 competitive bidding requirements described 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/
DOCUMENT-
ATION:

Grantee shall seek funding only for costs of the Project 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, and other 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 (as defined below) 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.

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 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.

**USE OF UF
CURRICULUM:**

All curriculum, including but not limited to, materials and use rights, developed by UF and purchased by Grantee in connection with the Project shall continue to be usable by Grantee at no additional cost for other projects and programs after completion of the Project. Grantee shall obtain written consent from UF for such continued use at the time of purchase from UF.

**ARTICULATION
AGREEMENT:**

By December 31, 2024, Grantee shall have provided proof of good faith efforts to pursue an articulation agreement with college or university partners to award college credit for AI certifications created through the curriculum developed through the grant.

**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 on an annual basis on or before October 31 of each year submit to Triumph an activity report which contains, in addition to any other information requested by Triumph (a) the progress of the Project, (b) costs incurred to date, (c) how Grantee is progressing with student attainment toward achieving not less 1,100 Certificates, (d) evidence

satisfactory to Triumph that Certificates awarded to date have been awarded to non-military students who are residents of one of the Affected Counties and/or military and military spouse students who are stationed in one of Affected Counties, (e) evidence of requests for Business Donations, and (f) Grantee's most recent audited financial statements. Grantee's failure to be making substantial progress toward student attainment of achieving not less 1,100 Certificates shall be grounds for suspension or termination of funding any unfunded portion of the grant. In addition, 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 also make available to Triumph copies of any and all invoices, contracts, plans and specifications, and other documentation relating to the Project.

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 improvements, the cost of which was

in whole or in part was paid for using Triumph grant funds, but only to the extent that such improvements can in fact be insured.

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, then Grantee shall upon written demand by Triumph repay to Triumph all portions of Grant theretofore funded to and received by Grantee. In the event Grantee fails to award at least 250 Certificates by December 31, 2024, Grantee shall upon written demand by Triumph repay to Triumph an amount equal to (A) \$2,582, multiplied by (B) the sum of (a) 250, minus (b) the actual number of Certificates issued as of December 31, 2024 (the “Repayment Amount”). In addition, in the event Grantee fails to award a cumulative total of at least 1,100 Certificates by December 31, 2027, then Grantee shall upon written demand by Triumph repay to Triumph an amount equal to (A) \$2,582, multiplied by (B) the sum of (a) 1,100, minus (b) the actual number of Certificates issued as of December 31, 2027, minus (C) the amount of any Repayment Amount previously paid to Triumph.

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 issuance of not less than 1,100 Certificates was not achieved due to negative economic conditions beyond Grantee’s reasonable control, (iii) Grantee made a good faith effort to award not less than 1,100 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 not less than 1,100 Certificates.

Grantee shall, for at least four (4) years following the satisfaction of the Performance Metric, use reasonable good faith efforts to continue the Certificate program.

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 the 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.

[signature page follows]

Dated: _____, 2021

TRIUMPH:

Triumph Gulf Coast, Inc.

By: _____

Name: _____

Title: _____

GRANTEE:

Okaloosa County School District

By: _____

Name: _____

Title: _____

EXHIBIT "A"

BUDGET/TIMELINE

[see attached]

Exhibit A

243, Artificial Intelligence Learning institutes
5,700,000

NA

Fall, 2022

		Labs/Equip	Personnel	Curriculum/ Training/ Cert Exams	Total
Please change year # to actual year					
Project Total					
	2021	375,000.00	185,410.00	250,000.00	810,410.00
	2022	1,050,000.00	352,090.00	362,500.00	1,764,590.00
	2023	840,000.00	92,500.00	137,500.00	1,070,000.00
Calendar Year 4		540,000.00	-	125,000.00	665,000.00
Calendar Year 5		400,000.00	-	122,500.00	522,500.00
Calendar Year 6		450,000.00	-	120,000.00	570,000.00
Calendar Year 7		225,000.00	-	72,500.00	297,500.00
Calendar Year 8		-	-	-	-
Calendar Year 9		-	-	-	-
Calendar Year 10		-	-	-	-
Calendar Year 11		-	-	-	-
Project Total		3,880,000.00	630,000.00	1,190,000.00	5,700,000.00
Triumph					
	2021		185,410.00		185,410.00
	2022		352,090.00		352,090.00
	2023	50,000.00	92,500.00	105,000.00	247,500.00
Calendar Year 4		540,000.00		125,000.00	665,000.00
Calendar Year 5		400,000.00		122,500.00	522,500.00
Calendar Year 6		450,000.00		120,000.00	570,000.00
Calendar Year 7		225,000.00		72,500.00	297,500.00
Calendar Year 8		-	-	-	-
Calendar Year 9		-	-	-	-
Calendar Year 10		-	-	-	-
Calendar Year 11		-	-	-	-
Triumph Total		1,665,000.00	630,000.00	545,000.00	2,840,000.00
Grantee					
	2021	375,000.00		250,000.00	625,000.00
	2022	1,050,000.00		362,500.00	1,412,500.00
	2023	790,000.00		32,500.00	822,500.00
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		2,215,000.00	-	645,000.00	2,860,000.00
Match Source 1					
	2021				-
	2022				-
	2023				-
Calendar Year 4					-
Calendar Year 5					-
Calendar Year 6					-
Calendar Year 7					-
Calendar Year 8					-
Calendar Year 9					-
Calendar Year 10					-
Calendar Year 11					-
Match Source 1 Total		-	-	-	-
Match Source 2					
Calendar Year 1					-
Calendar Year 2					-
Calendar Year 3					-
Calendar Year 4					-
Calendar Year 5					-
Calendar Year 6					-
Calendar Year 7					-
Calendar Year 8					-
Calendar Year 9					-
Calendar Year 10					-
Calendar Year 11					-
Match Source 2 Total		-	-	-	-