

TERM SHEET FOR
GRANT AWARD AGREEMENT BETWEEN
TRIUMPH GULF COAST, INC.,
PENSACOLA-ESCAMBIA PROMOTION AND DEVELOPMENT COMMISSION
AND
SPACE FLORIDA

(Laser /Project #291)

This Term Sheet summarizes the basic terms upon which Triumph Gulf Coast, Inc. (“**Triumph**”) is considering awarding a grant to the Pensacola-Escambia Promotion and Development Commission (“**Grantee-PEDC**”) and Space Florida, an independent special district, a body politic and corporate, and a subdivision of the State of Florida (“**Grantee-Space Florida**”), 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-PEDC and/or Grantee-Space Florida, and (b) does not create any binding obligations on Triumph, Grantee-PEDC, and/or Grantee-Space Florida 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, Grantee-PEDC, and Grantee-Space Florida with respect to any grant must be contained in a definitive grant award agreement (the “**Grant Agreement**”), approved by Grantee-PEDC and Grantee-Space Florida and the Board of Directors of Triumph and executed by Triumph, Grantee-PEDC and Grantee-Space Florida. At any time prior to such execution of the Grant Agreement, either Triumph, Grantee-PEDC and Grantee-Space Florida may terminate negotiations, and upon such termination, neither party shall have any liabilities or obligations to the other.

GRANT AMOUNT: Up to \$6,000,000

PURPOSE: To provide partial funding for the following project (the “**Project**”): construction by Grantee-Space Florida at Pensacola State College (PSC) campus an 38,750+- sq.ft. building (the “**Facility**”) to house offices and research and development activities of LIFT Technologies, Inc. (the “**Company**”) as part of the Manufacturing USA network, which Company’s operations will provide at least 36 net New Jobs (defined herein) at the Facility paying an average wage of at least \$113,083 per year, all as further described in Grantee-PEDC’s Application for Funds submitted to Triumph (the “**Grant Application**”).

TOTAL PROJECT
COST:

The total cost of the Project is \$21,000,000, of which a match is being made via a conduit financing structure through Grantee-Space Florida and Company totaling not less than \$15,000,000 (the “**Matching Funds**”), and (ii) \$6,000,000 is being provided by the Grant. The total estimated cost of the Project is based upon the Budget attached hereto (the “**Budget**”). To the extent that the actual cost of the Project exceeds \$21,000,000, Grantee-PEDC, Grantee-Space Florida, and/or Company shall be solely responsible for such excess (which excess amount may be paid by Grantee-Space Florida or the Company on behalf of Grantee-PEDC).

CONDITIONS
FOR GRANT:

Triumph’s approval of the Grant, and any obligation to disburse the Grant, are expressly conditioned and contingent upon the following:

(a) **Matching Funds.** No Grant funds shall be disbursed unless there are irrevocable and legally enforceable Matching Funds commitments with a conduit financing structure through Grantee-Space Florida and Company as described in the Budget totaling not less than \$15,000,000 to be used exclusively toward completion of the Facility and Equipment as shown in the Budget.

(b) **Lease.** No Grant funds shall be disbursed unless PSC, as lessor, and Grantee-Space Florida, as lessee, shall have entered into a binding and enforceable lease agreement (the “**Lease**”), pursuant to which PSC agrees to lease the land on which the Facility is located to Grantee-Space Florida (i) for a term of not less than forty (40) years, (ii) at a rental rate of not less than an economic development rate, and (iii) with a provision that, upon expiration or earlier termination of the Lease, the Facility and all other improvements on the leased land shall be owned by PSC, assuming all outstanding balance on debt or financing secured by Grantee-Space Florida for the Facility has been satisfied in accordance to the governing documents between the relevant parties. Triumph shall have fifteen (15) days from receipt of the Lease to approve or disapprove it, and Triumph’s failure to either approve or disapprove the Lease within such fifteen (15) day period shall be deemed approval. In the event of approval, Grantee-Space Florida shall have thirty (30) days to cure any specific objections raised by Triumph.

(c) **Sublease.** No Grant funds shall be disbursed unless Grantee-Space Florida, as sublessor, and the Company, as sublessee, shall have

entered into a binding and enforceable sublease agreement (the “**Sublease**”), pursuant to which the Grantee-Space Florida agrees to sublease the land and the Facility, which Sublease shall contain the following provisions: (i) for a term of not less than twenty (20) years, (ii) an obligation to construct the Facility on the land, the cost of which shall be paid by (a) Grantee-Space Florida, using the Grant funds, and (b) Grantee-Space Florida, using funds from a construction and permanent loan financing from an institutional lender (the “**Financing**”) that, among other things, pledges Grantee-Space Florida’s leasehold interest in the Sublease as collateral for repayment of the Financing, (iii) an acknowledgment of the Company’s obligations under the Performance Agreement (as defined below) in the event the Performance Metrics (as defined below) are not satisfied, and (iv) that, upon expiration or earlier termination of the Lease, the Facility and all other improvements on the leased land shall be owned by PSC, assuming all outstanding balance on debt or financing secured by Grantee-Space Florida for the Facility has been satisfied in accordance to the governing documents between the relevant parties. Triumph shall have fifteen (15) days from receipt of the Sublease to approve or disapprove it, and Triumph’s failure to either approve or disapprove the Sublease within such fifteen (15) day period shall be deemed disapproval. In the event of disapproval, Grantee-Space Florida shall have thirty (30) days to cure any specific objections raised by Triumph.

(d) **Financing.** No Grant funds shall be disbursed to Grantee- Space Florida unless Grantee-Space Florida has closed on the Financing such that the Financing is available to be drawn upon for purposes of construction of the Facility.

(e) **Construction Contract.** No Grant funds shall be disbursed to Grantee- Space Florida unless there is a valid, binding, and enforceable construction contract in place between Grantee - Space Florida and a qualified contractor for the construction of the Facility (the “**Construction Contract**”).

(f) **Performance Agreement.** No Grant funds shall be disbursed unless and until (i) Grantee-PEDC has delivered Triumph, concurrently with the execution of this Agreement, a Performance Guaranty Agreement (“**Performance Agreement**”) in the form attached hereto as Exhibit “B”, executed by the Company, pursuant to which the Company agrees to assume the liability and obligation for the satisfaction of the Performance Metrics and the payment of the Performance Metric Clawback Amount (as defined below), and (ii) Triumph approves, in its sole and absolute discretion, such Performance Agreement.

COMPETITIVE
BIDS:

For contracts and/or purchases exceeding \$325,000 for services, commodities, or construction or renovations to public property (including, but not limited to, the Construction Contract), Grantee-Space Florida shall obtain competitive bids when required under Grantee-Space Florida's own purchasing standards and procedures and under applicable statutes, rules, and regulations. Grantee-Space Florida shall upload a copy of Grantee's Space Florida's applicable standards or procedures to Triumph's SmartSheet system upon request. When awarding contracts according to the applicable statutes, rules, and regulations, Grantee-Space Florida shall award the contract if permitted by statute to the lowest cost bidder or if required by statute to the most qualified responsive bidder considering the selection criteria contained within the solicitation or applicable Florida Statutes, including but not limited to Section 287.055, Florida Statutes. Triumph shall have the right to review and approve the proposed award. Grantee-Space Florida shall notify Triumph in writing of the proposed award, and Triumph shall thereafter have fifteen (15) days to approve or disapprove the award. Triumph's failure to either approve or disapprove within such fifteen (15) day period shall be deemed approved.

FUNDING:

Grantee-Space Florida shall submit to Triumph a separate Request for Funding for each Budget category (a "**Request for Funding**") in accordance with the Budget and shall submit information pursuant to a SmartSheet system by Grantee-Space Florida's authorized users. After the first Request for Funding, each subsequent Request for Funding may only be submitted after Triumph's approval of the immediately preceding Request for Funding. Each Request for Funding shall include the following items (A) through (H): (A) completed detailed Project account spreadsheet (i.e., in a tab on the Budget), (B) a completed Expense Itemization Sheet in a form provided by Triumph ("**Expense Itemization Sheet**") for each category of funds requested and for Matching Funds category, together with invoices, receipts, or contracts from vendors providing equipment, materials, and services; (C) payroll ledgers, percentage of time dedicated to the Project, and job descriptions as they relate to the Project, (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 - Space Florida, copies of front and back of cancelled checks for funding, (F) to the extent that all or any portion of the prior funding was a disbursement for items to be paid rather than a reimbursement of amounts already paid, a completed Expense Itemization Sheet and receipts or other documentation evidencing that the funds disbursed previously were in fact paid in the proper amounts to the proper vendors for such items, including copies of front and back of cancelled checks for funding, (G) copies of the insurance

policies required under the Grant Agreement and evidence that such policies are in current force and effect, 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-Space Florida shall notify the Triumph Program Administrator via email each time a Request for Funding is submitted. Other than the final Request for Funding, (i) no single Request for Funding shall be submitted for a funding request amount of less than \$75,000, and (ii) no single Request for Funding shall be submitted for a funding request in excess forty-three percent (43%) the amount of the invoice(s) actually paid to a contractor under a construction contract for the Facility (with the remaining fifty-seven percent (57%) being paid from Matching Funds . In no event shall the cumulative fundings made by Triumph exceed the \$6,000,000 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-Space Florida 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 submittal of missing or corrective items, the submitting party shall have thirty (30) days following receipt of the notice of disapproval to submit such missing or corrective items. If Triumph fails to notify the submitting party 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-Space Florida prior to the effective date of the Grant Agreement (the date of execution by the last signatory). None of the amounts paid by Grantee-Space Florida 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-Space Florida by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to Grantee-Space Florida 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 neither Grantee-Space Florida shall receive payments, refunds, reimbursements, rebates or credits from any sources in amounts collectively exceeding 100% of the amounts paid or owing by Grantee-Space Florida.

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, facilities overhead, continuing education fees, and auxiliary fees. It is the intent of the parties that grant funds for appropriately reimbursed amounts will be applied as credit enhancement with respect to the Grantee-Space Florida financing of the Facility, including, but not limited to principal reduction, debt reserves and debt payments.

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

(a) Any of the conditions and contingencies described above have 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 \$6,000,000 maximum amount of the Grant; or the amount requested for funding under the Request for Funding requests of funding in excess of the forty-three percent (43%) limitation described above; 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-Space Florida failed to use any Grant funds funded to date in the amounts and for the purposes stated in the Budget;

(d) Grantee-PEDC knowingly and willingly 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 Grant Agreement;

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

(f) Grantee-PEDC and/or Grantee-Space Florida has taken any action pertaining to the Project which, under the Grant Agreement, requires the approval of Triumph, and Grantee-PEDC and/or Grantee-Space Florida failed to obtain such approval;

(g) There has been a violation of the prohibited interests provisions of the Grant Agreement;

(h) Grantee-PEDC and/or Grantee-Space Florida is in material violation, default, or breach of or under any provision of the Grant Agreement;

(i) Grantee-PEDC and/or Grantee-Space Florida is in breach of any material representation or warranty contained in the Grant Agreement;

(j) Grantee-PEDC, Grantee-Space Florida, the Company, and/or any federal, state, or local government, 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 the Budget, Grantee-PEDC and/or Grantee-Space Florida 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-PEDC and/or Grantee-Space Florida 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 or other agreed upon confirmations of payment;

(m) Prior to the December 31, 2025 (the "Completion Deadline") construction completion deadline for the Facility, Grantee-PEDC, Grantee-Space Florida, and/or the Company has abandoned or discontinued construction of the Facility, or for any reason the commencement, prosecution, or timely completion of the Facility by Grantee-PEDC, Grantee-Space Florida, and/or the Company 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 \$65,000 shall not be subject to approval under the Grant Agreement;

(p) Intentionally omitted;

(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 Construction Completion Deadline;

(s) Grantee-PEDC and/or Grantee-Space Florida has failed to maintain in full force and effect, or to cause the Company to so maintain in full force and effect, all insurance required under the Grant Agreement;

(t) Grantee-PEDC and/or Grantee-Space Florida is not in compliance with all applicable environmental laws and regulations in accordance with the Grant Agreement;

(u) Grantee-PEDC and/or Grantee-Space Florida is not in compliance with the competitive bidding requirements described above; and/or

(v) Grantee-PEDC and/or Grantee-Space Florida is not in compliance with the equal employment opportunity and other labor provisions as required by the Grant Agreement.

ELIGIBLE
COSTS/
DOCUMENT-
ATION:

Grantee-PEDC and Grantee-Space Florida shall seek funding only for costs of the Project as shown or contemplated under the Budget. All amounts paid by Grantee-PEDC and/or by Grantee-Space Florida or the Company on behalf of Grantee-PEDC, 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. 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.

MAINTENANCE
OF RECORDS:

Grantee-PEDC and Grantee-Space Florida 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 Grant Agreement and for five (5) 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-PEDC's and Grantee-Space Florida general accounting records and the Project records, together with supporting documents and records, of Grantee-PEDC, Grantee-Space Florida and all consultants and sub-consultants performing work on the Project and all other records of Grantee-PEDC, Grantee-Space Florida 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 five (5) 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-PEDC shall on an annual basis on or before October 31 of each year submit to Triumph via SmartSheet an activity report which contains, in addition to any other information requested by Triumph (a) the progress of the Project, (b) how the Company is progressing toward achieving not less than the 36 New Jobs, and (c) Grantee-PEDC's most recent audited financial statements. Grantee-Space Florida shall on an annual basis on or before October 31 of each year submit to Triumph via SmartSheet an activity report which contains, in addition to any other information requested by Triumph (a) the progress of the Project, and (b) costs incurred to date, including the expenditure of Grant funds and Matching Funds.

Until a certificate of occupancy for the Facility has been issued, Grantee-Space Florida shall, on an annual basis on or before October 31 of each year and until construction of the Facility is completed and the final Grant funding has been made, submit to Triumph its most recent audited financial statements. In addition, Triumph shall have the right, at any time and from time to time upon reasonable notice to Grantee-PEDC and Grantee-Space Florida to access the Project and inspect any work being performed or as completed. Grantee-PEDC shall also make available to Triumph copies of any and all invoices, contracts, plans and specifications, and other documentation relating to the Project in Grantee-PEDC's possession or control. Grantee-Space Florida shall also make available to Triumph copies of any and all invoices, contracts, plans and

specifications, and other documentation relating to the Project in Grantee-Space Florida's possession or control. The Performance Agreement provides that the Company 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) how the Company is progressing toward achieving the Performance Metrics, and (c) the Company's most recent audited financial statements.

TERMINATION
OR
SUSPENSION
OF PROJECT:

If Grantee-PEDC and/or the Company abandons or, before completion, finally discontinues the Project; or for any other reason, the commencement, prosecution, or timely completion of the Project by Grantee-PEDC and/or the Company is rendered improbable, infeasible, impossible, or illegal, Triumph will, by written notice to Grantee-PEDC suspend any or all of its obligations under the Grant 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 Grant Agreement. Upon receipt of any final termination or suspension notice, Grantee-PEDC shall upon demand by Triumph remit to Triumph all or a portion of the Grant previously received by Grantee-PEDC.

If Grantee-Space Florida and/or the Company abandons or, before completion, finally discontinues the Project; or for any other reason, the commencement, prosecution, or timely completion of the Project by Grantee-Space Florida and/or the Company is rendered improbable, infeasible, impossible, or illegal, Triumph will, by written notice to Grantee-Space Florida, suspend any or all of its obligations under the Grant 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 Grant Agreement. Upon receipt of any final termination or suspension notice, Grantee-Space Florida shall upon demand by Triumph remit to Triumph all or a portion of the Grant previously received by Grantee-Space Florida.

APPROVAL
OF
CONTRACTS/
COMPLIANCE
WITH LAWS:

Triumph shall have the right to review and approve any and all third party contracts with a value in excess of \$325,000 (including the Construction Contract) with respect to the Project before Grantee-PEDC and/or Grantee-Space Florida executes or obligates itself in any manner requiring the funding of Triumph funds. Grantee-PEDC and Grantee-Space Florida shall also comply with all applicable laws regarding public records, third party contracts, labor laws, civil rights laws, and environmental laws.

INSURANCE:

The Lease and the Sublease shall provide that, at all times during the term of the Grant Agreement, there shall be kept and maintained casualty insurance on all improvements (including, but not limited to, builder's risk insurance), 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.

PERFORMANCE
METRICS/
CLAWBACK:

Any grant funds funded by Triumph to Grantee-PEDC and/or Grantee-Space Florida shall be subject to being repaid ("clawed back") in the event (i) Grantee-PEDC made any materially false certification or representation to Triumph in connection with its application for the grant, under the Grant Agreement, and/or in connection with any request for funding, and/or (ii) Grantee-PEDC and/or Grantee-Space Florida breached, violated, or is in any way in default under any of its obligations under the Grant Agreement, then Grantee-PEDC and/or Grantee-Space Florida shall upon written demand by Triumph repay to Triumph all portions of Grant theretofore funded to and received by Grantee-PEDC and/or Grantee-Space Florida. In addition, in the event one or more of the following performance metrics (the "**Performance Metrics**") set forth in subparagraphs (a) - (c) below are not achieved, then pursuant to the Performance Agreement the Company shall upon written demand by Triumph be solely liable to repay

to Triumph some or all portions of Grant theretofore funded to and received by Grantee-PEDC and/or Grantee-Space Florida:

(a) **Performance Metric #1:** By the date (the “**Ramp-Up Deadline**”) which is the earlier of (i) five (5) years after the date that the construction of the improvements for the Facility have been substantially completed as evidenced by a certificate of occupancy or other reasonable evidence, or (ii) by December 31, 2030, the Company will have created at least 36 New Jobs (as defined below); and

(b) **Performance Metric #2:** All of the 36 New Jobs shall have been maintained for at least five (5) years after the Ramp-Up Deadline.

As used herein, a “**New Job**” shall mean a job with the Company at the Facility that (a) has an average annual wage of not less than One Hundred Thirteen Thousand Eighty-Three Dollars (\$113,083), (b) was created after June 22, 2023, (c) could not be sustained absent the availability of the Facility, (d) is performed by a full-time employee or a full-time equivalent employee working at least 35 paid hours per week, and (e) is held by an employee who resides 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**”); provided, however, that Triumph shall have the right, upon request from Grantee, to grant exceptions to the residency requirements in individual cases in Triumph’s sole and absolute discretion. Jobs are not considered New Jobs if they are (A) moved from one business to another business within the Company in Florida, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the annual wage of the transferred position(s) or \$113,083, whichever is higher, (B) moved from one business unit or location of a business or any of its affiliates or subsidiaries in Florida to another business unit or location of that business or any of its affiliates or subsidiaries in Florida, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the annual wage of the transferred position(s) or \$113,083, whichever is higher; or (C) temporary construction jobs involved with the construction of the Facility, or temporary or seasonal jobs associated with cyclical business activities or to substitute for permanent employees on a leave of absence.

The parties agree that Performance Metric #2 related to “New Jobs” shall include all positions at Facility regardless of title or classification of the New Job provided they meet the above criteria

and Company has maintained an average of 36 New Jobs per year throughout the five (5) year period following the Ramp-up Deadline. The calculation of the number of New Jobs shall be made by Rick Harper or another similarly qualified economist or analyst selected by Triumph.

(c) **Performance Metric #3:** On or before the Ramp-Up Deadline, the Company shall have expended not less than Thirty-Two Million Dollars (\$32,000,000) in monies and or funding awards including but not limited to grants, appropriations, philanthropic gifts, or endowments; provided such monies are focusing on the broader objectives of the Company's activities.

In addition to the foregoing Performance Metrics, on or before the Ramp-Up Deadline, the Company shall have provided substantive collaborative assistance and mentoring in local entrepreneurial outreach to at least one hundred (100) different businesses in the Affected Counties.

Upon the occurrence of (i) Grantee-PEDC having made any materially false certification or representation to Triumph in connection with its application for the grant, under the Grant Agreement, and/or in connection with any request for funding, and/or (ii) Grantee-PEDC and/or Grantee-Space Florida having breached, violated, or is in any way in material default under any of its obligations under the Grant Agreement, then Triumph shall have the right to demand payment of all amounts of the Grant that were theretofore funded, together with interest at the rate *Wall Street Journal Prime Rate* plus three percent (3%) per annum on such amounts to be repaid. For the avoidance of any doubt, neither Grantee-PEDC nor Grantee-Space Florida shall bear any liability for any Clawback Amount (defined herein below) resulting from the failure of the Company to achieve any of the Performance Metrics.

In the event the Company fails to timely achieve both of the Performance Metric #1 and Performance Metric #2 described above, then upon written demand by Triumph, pursuant to the Performance Agreement, the Company shall repay to Triumph an amount of the Grant proportional to the jobs shortfall, based on \$166,667 per job (see the basis for this number below). For example, if there is a shortfall of 1 job (35 jobs created or maintained instead of 36), then the amount owed would be \$166,667 (1 x 166,667), and if there is a shortfall of 15 jobs (21 jobs created or maintained instead of 36), then the amount owed would be \$2,500,005 (15 x \$166,667). The \$166,667 per job amount is determined by dividing the \$6,000,000 Grant amount by the 36 promised jobs.

In the event the Company fails to timely achieve Performance Metric #3 described in Section 3 above, then upon written demand by Triumph, pursuant to the Performance Agreement, the Company shall pay to Triumph an amount equal to fifteen percent (15%) multiplied by the difference between (a) \$32,000,000, minus (b) the actual amount of monies or funding received by Company focusing on the broader objectives of the Company's activities. By way of example only, if the actual amount of such monies or funds was \$26,000,000 rather than \$32,000,000, the Company must pay to Triumph \$900,000 (15% x (\$32,000,000 - \$26,000,000 = \$6,000,000)).

In no event will Company be required to pay to Triumph an amount exceeding the amount of the Grant.

All amounts owed shall be repaid with interest at the rate *Wall Street Journal Prime Rate* plus three percent (3%) per annum on such amounts to be repaid. Such interest shall accrue commencing on the date of such written demand by Triumph and shall continue to accrue until the amount demanded is repaid in full. The amount due, including interest thereon, is referred to herein as the "**Clawback Amount**").

Grantee-PEDC shall bear fifty percent (50%) of the reasonable cost of Triumph's attorneys' fees and costs incurred in connection with any enforcement actions under the Performance Agreement against the Company; and (ii) cooperate in all reasonable respects with Triumph's efforts to enforce the clawbacks under the Performance Agreement; provided that (a) Triumph shall provide to Grantee-PEDC copies of invoices for such attorneys' fees and costs as and when received by Triumph, (b) Triumph shall provide to Grantee-PEDC copies of all documents, correspondence and pleadings related to such enforcement actions, unless such documents are subject to attorney-client privilege, and (c) Triumph shall, upon Grantee-PEDC's request from time to time, provide to Grantee-PEDC verbal briefings by Triumph and its attorneys concerning the status and progress of such enforcement actions. Grantee-PEDC's liability for any such attorneys' fees under this section shall be reduced in an amount corresponding to any award for attorneys' fees collected by Triumph from the Company in any such enforcement action.

Notwithstanding the foregoing, Triumph shall have the discretion to waive, reduce, extend, or defer any Clawback Amount 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 Grant Agreement, was not material in nature, (ii) based on quantitative evidence, the Performance Metrics were not achieved

due to negative economic conditions beyond the Company's and/or Grantee-PEDC's reasonable control, (iii) the Company and Grantee-PEDC made a good faith effort to achieve the Performance Metrics, and/or (iv) based on quantitative evidence, the effects of a named hurricane or tropical storm, or specific acts of terrorism, adversely affected the Grantee-PEDC's and/or the Company's ability to achieve the Performance Metrics.

**ELECTRONIC
SIGNATURES**

Electronic or facsimile signatures shall be valid for this Term Sheet, the Grant Agreement, and all documents submitted under the Grant Agreement.

**OTHER
TERMS
AND
CONDITIONS:**

The Grant 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-PEDC and/or Grantee-Space Florida, and (b) does not create any binding obligations on Triumph, Grantee-PEDC and/or Grantee-Space Florida 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, Grantee-PEDC and Grantee-Space Florida with respect to any grant must be contained in a definitive grant award Agreement, approved by the Board of Directors of Triumph, Grantee-PEDC and Grantee-Space Florida and executed by Triumph, Grantee-PEDC and Grantee-Space Florida. At any time prior to such execution of the Grant Agreement, either Triumph, Grantee-PEDC or Grantee-Space Florida may terminate negotiations, and upon such termination, neither party shall have any liabilities or obligations to the other.

[signature page follows]

Dated: _____, 2023

TRIUMPH:

Triumph Gulf Coast, Inc.

By: _____
Name: _____
Title: _____

Grantee-PEDC:

Pensacola-Escambia Promotion and
Development Commission

By: _____
Name: _____
Title: _____

Grantee-Space Florida, an independent special district, a body politic and corporate, and a
subdivision of the State of Florida

By: _____
Name: _____
Title: _____

A5124201.DOCX

EXHIBIT “A”

BUDGET

[see attached]

Exhibit A

Project # 291, LASER

Budget

Estimated construction start date if applicable 1/31/24

Estimated education component start date if applicable

		Design & Construction	Equipment	Total
Please change year # to actual year				
Project Total				
	2023	910,000	-	910,000
	2024	13,090,000	-	13,090,000
	2025	-	7,000,000	7,000,000
	2026	-	-	-
	2027	-	-	-
	2028	-	-	-
	2029	-	-	-
Calendar Year 8		-	-	-
Calendar Year 9		-	-	-
Calendar Year 10		-	-	-
Calendar Year 11		-	-	-
Calendar Year 12		-	-	-
Project Total		14,000,000	7,000,000	21,000,000
Triumph				
	2023			-
	2024	6,000,000		6,000,000
	2025			-
	2026			-
	2027			-
	2028			-
	2029			-
Calendar Year 8				-
Calendar Year 9				-
Calendar Year 10				-
Calendar Year 11				-
Calendar Year 12				-
Triumph Total		6,000,000	-	6,000,000
Match Source 1				
	2023	910,000		910,000
	2024	7,090,000		7,090,000
	2025		7,000,000	7,000,000
	2026			-
	2027			-
	2028			-
	2029			-
Calendar Year 8				-
Calendar Year 9				-
Calendar Year 10				-
Calendar Year 11				-
Calendar Year 12				-
Match Source 1 Total		8,000,000	7,000,000	15,000,000

EXHIBIT “B”

Form of Performance Guaranty Agreement

[see attached]

PERFORMANCE GUARANTY AGREEMENT

This Performance Guaranty Agreement (this “**Agreement**”) is made and entered into as of _____, 2023, by LIFT Technologies, Inc., a Michigan corporation (the “**Company**”) in favor of and for the benefit of Triumph Gulf Coast, Inc., a Florida not-for-profit corporation (“**Triumph**”).

RECITALS:

WHEREAS, Triumph, Pensacola-Escambia Promotion and Development Commission (“**Grantee-PEDC**”) and Space Florida, an independent special district, a body politic and corporate, and a subdivision of the State of Florida, (“**Grantee-Space Florida**”) are parties to that certain Grant Award Agreement dated _____, 2023 (the “**Grant Agreement**”).

WHEREAS, pursuant to the Grant Agreement, and subject to the terms and conditions therein, Triumph has agreed to make a grant to Grantee-PEDC and Grantee-Space Florida in the maximum amount of \$6,000,000 (the “**Grant**”) to provide partial funding for a project (the “**Project**”) for the construction at the Pensacola campus of Pensacola State College (PSC) of a 38,750+- sq.ft. building (the “**Facility**”) to house offices and research and development activities of the Company.

WHEREAS, it is a condition to Triumph’s obligation to make and fund the Grant to Grantee-PEDC and/or Grantee-Space Florida that the Company agree to perform, achieve and satisfy the Performance Metrics (as defined below) and to bear sole responsibility for the payment of the Performance Metric Clawback Amounts (as defined as defined below) in the event that the Performance Metrics are not satisfied.

WHEREAS, the Company has agreed to enter into this Agreement, pursuant to which, among other things, the Company agrees to perform, achieve and satisfy the Performance Metrics and pay to Triumph the Performance Metric Clawback Amount in the event that the Performance Metrics are not satisfied.

WHEREAS, the Company will derive a substantial benefit from the making of the Grant to Grantee-PEDC and Grantee-Space Florida and the completion of the Project, and thus the Company has received and will receive good and valuable consideration for entering into this Agreement.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company agrees as follows:

1. Accuracy of Recitals. The Company acknowledges and agrees that the foregoing Recitals are true and accurate.

2. Review and Understanding of Grant Agreement and this Agreement. The Company acknowledges and agrees that it (i) has been provided with and has reviewed a fully-executed copy of the Grant Agreement, and (ii) has had an opportunity to consult with its own legal counsel regarding its rights and obligations under this Agreement, including, but not limited to, rights and obligation that arise under this Agreement as they relate to the Grant Agreement.

3. **Performance Metrics.** The Company hereby agrees to perform, achieve and satisfy all of the following performance metrics (the “**Performance Metrics**”):

- (a) **Performance Metric #1: Performance Metric #1:** By the date (the “**Ramp-Up Deadline**”) which is the earlier of (i) five (5) years after the date that the construction of the improvements for the Facility have been substantially completed as evidenced by a certificate of occupancy or other reasonable evidence, or (ii) by December 31, 2030, the Company will have created at least 36 New Jobs (as defined below);
- (b) **Performance Metric #2:** All of the 36 New Jobs shall have been maintained for at least five (5) years after the Ramp-Up Deadline.

As used herein, a “**New Job**” shall mean a job with the Company at the Facility that (a) has an average annual wage of not less than One Hundred Thirteen Thousand Eighty Three Dollars (\$113,083), (b) was created after June 22, 2023, (c) could not be sustained absent the availability of the Facility, (d) is performed by a full-time employee or a full-time equivalent employee working at least 35 paid hours per week, and (e) is held by an employee who resides 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**”). Jobs are not considered New Jobs if they are (A) moved from one business to another business within the Company in Florida, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the annual wage of the transferred position(s) or \$113,083, whichever is higher, (B) moved from one business unit or location of a business or any of its affiliates or subsidiaries in Florida to another business unit or location of that business or any of its affiliates or subsidiaries in Florida, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the annual wage of the transferred position(s) or \$113,083, whichever is higher; or (C) temporary construction jobs involved with the construction of the Facility, or temporary or seasonal jobs associated with cyclical business activities or to substitute for permanent employees on a leave of absence.

The parties agree that Performance Metric #2 related to “New Jobs” shall include all positions at Facility regardless of title or classification of the New Job provided they meet the above criteria and Company has maintained an

average of 36 New Jobs per year throughout the five (5) year period following the Ramp-up Deadline. The calculation of the number of New Jobs shall be made by Rick Harper or another similarly qualified economist or analyst selected by Triumph.

- (c) **Performance Metric #3:** On or before the Ramp-Up Deadline, the Company shall have expended not less than Thirty-Two Million Dollars (\$32,000,000) in monies and or funding awards including but not limited to grants, appropriations, philanthropic gifts, or endowments; provided such monies are focusing on the broader objectives of the Company's activities.

In addition to the above Performance Metrics, or before the Ramp-Up Deadline, the Company shall have provided substantive collaborative assistance and mentoring in local entrepreneurial outreach to at least one hundred (100) different businesses in the Affected Counties.

At any time and from time to time, upon written request by Triumph, the Company shall within thirty (30) days of such request, deliver to Triumph such data, reports, payroll ledgers, state and federal payroll returns, financial statements and reporting, and other documents, instruments, and information, as well as its State of Florida employment reporting forms (collectively, "**Back-up Data**") as Triumph requires in order to determine whether the Company achieved of any or all of the above Performance Metrics. The Company's refusal or failure to timely provide any requested Back-up Data shall be deemed the Company's failure to timely achieve the above Performance Metrics. Notwithstanding the foregoing, so long as the Company is making diligent efforts to obtain the Back-up Data from third parties, the thirty (30) day deadline described above shall be reasonably extended with respect to any Back-up Data needed to be obtained from third parties.

4. **Payment of Performance Metric Clawback Amounts.** In the event the Company fails to timely achieve both of the Performance Metric #1 and Performance Metric #2 described in Section 3 above, then, upon written demand by Triumph, the Company shall repay to Triumph an amount of the Grant proportional to the jobs shortfall, based on \$166,667 per job (see the basis for this number below). For example, if there is a shortfall of 1 job (35 jobs created or maintained instead of 36), then the amount owed would be \$166,667 (1 x 166,667), and if there is a shortfall of 15 jobs (21 jobs created or maintained instead of 36), then the amount owed would be \$2,500,005 (15 x \$166,667). The \$166,667 per job amount is determined by dividing the \$6,000,000 Grant amount by the 36 promised jobs.

In the event the Company fails to timely achieve Performance Metric #3 described in Section 3 above, then, upon written demand by Triumph, the Company shall pay to Triumph an amount equal to (i) fifteen percent (15%), multiplied by (ii) the difference between (a) \$32,000,000, minus (b) the actual amount of monies or funding received by Company focusing on the broader objectives of the Company's activities. By way of example only, if the actual amount of such monies or funds was \$26,000,000 rather than

\$32,000,000, the Company must pay to Triumph \$900,000 (15% x (\$32,000,000 - \$26,000,000) = \$6,000,000)).

In no event will Company be required to pay to Triumph an amount exceeding the amount of the Grant.

All amounts owed shall be repaid with interest at the rate *Wall Street Journal Prime Rate* plus three percent (3%) per annum on such amounts to be repaid. Such interest shall accrue commencing on the date of such written demand by Triumph and shall continue to accrue until the amount demanded is repaid in full. The amount(s) due under this Section 4, including interest thereon and any attorneys' fees and costs incurred by Triumph in connection with enforcing this Agreement is referred to herein as the "**Performance Metric Clawback Amount.**"

5. **Financial Statements.** The Company 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) how the Company is progressing toward achieving the Performance Metrics, and (c) the Company's most recent audited financial statements.

6. **Conditional Nature of Grant.** The Company acknowledges and agrees that any amounts set forth in Section 4 to be paid by the Company are intended as a third-party repayment of Grant funds conditionally disbursed to Grantee-PEDC and/or Grantee-Space Florida are due and payable to Triumph as a result of the Company's failure to timely satisfy the Performance Metrics. Such amounts are not intended as and shall not be deemed damages or a penalty. Notwithstanding the foregoing, to the extent that for any reason such amounts are deemed damages, the Company agrees that (i) such amounts shall constitute liquidated damages, (ii) the actual damages suffered by Triumph would be unreasonably difficult to determine and that Triumph would not have a convenient and adequate alternative to the liquidated damages, (iii) the amounts due Triumph bear a reasonable relationship to any anticipated harm and is a genuine pre-estimate suffered by Triumph, and (iv) the Company irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are excessive or punitive.

7. **Term of Agreement.** This Agreement and the Company's obligations hereunder shall remain in full force and effect until the later to occur of (i) all obligations of Grantee-PEDC and Grantee-Space Florida under the Grant Agreement have been satisfied, or (ii) all Performance Metric Clawback Amounts due and payable hereunder have been paid in full and no additional Performance Metric Clawback Amount can thereafter arise hereunder.

8. **Representations and Warranties of the Company.** The Company hereby makes the following representations and warranties to Triumph:

(a) **Organization; Power and Authority.** The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Michigan

and is duly qualified to do business in and is in good standing in the State of Florida, and has all requisite power and authority to own, lease, and operate its properties and to carry on its affairs as currently conducted.

(b) **Authorization and Binding Obligation.** The Company has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

(c) **No Violations.** The execution and delivery by the Company of this Agreement and the performance by it of the transactions contemplated hereby does not (i) conflict with or result in a breach of any provision of the Company's articles/certificate of incorporation, certificate of formation, bylaws, or similar corporate document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of the Company's loan agreements, indentures, material agreements or other material instruments or (iii) violate any applicable law or regulation. The Company has not been convicted of a "public entity crime" (as such term is defined in Section 287.133 of the Florida Statutes) nor has the Company been placed on the "discriminatory vendor list" (as such term is defined in Section 287.134 of the Florida Statutes). Neither the Company nor any person or entity that possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the Company, is listed on the Specially Designated Nationals List or the Foreign Sanctions Evaders List, in each case, as maintained by the United States Department of the Treasury. Neither the Company nor its officers, directors, agents, distributors, employees, or other persons or entities acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money or anything of value to a government official or to obtain or retain business for any person or entity in violation of applicable law.

(d) **Litigation; Compliance with Laws.** No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental agency is pending or, to the knowledge of the Company, threatened by or against the Company or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the assets, operations, or financial condition of the Company or the Company's ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney

in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending or, to the knowledge of the Company, threatened by or against the Company or any of its officers. No permanent injunction, temporary restraining order or similar decree has been issued against the Company which, individually or in the aggregate, could reasonably be expected to have a material and adverse effect on the assets, operations, or financial condition of the Company or the Company's ability to perform its obligations under this Agreement.

9. **Miscellaneous Provisions:**

9.1 **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

9.2 **Non-Assignment.** The Company shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Triumph, which consent may be withheld in Triumph's sole and absolute discretion. Triumph shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another person or entity upon giving prior written notice to the Company. Any attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*.

9.3 **Construction: Interpretation.** The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. Time is of the essence with respect to the performance of all obligations under this Agreement. The Company and Triumph have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Company and Triumph, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

9.4 **Preservation of Remedies; Severability.** No delay or omission to exercise any right, power, or remedy accruing to either party hereto upon breach or default by either

party hereto under this Agreement, will impair any such right, power, or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect.

9.5 Entire Agreement; Amendment; Waiver. This Agreement embodies the entire agreement of the Company and Triumph other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Company and Triumph. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Company and the authorized officer of Triumph. No waiver by a party hereto of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party hereto shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

9.6 Notices. All notices and demands to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered, (ii) when transmitted via facsimile to the number set out above if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a reputable national overnight air courier service, or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices and shall be sent to the applicable address set forth below, unless another address has been previously specified in writing in accordance with this Section 9.6:

If to Triumph:

Triumph Gulf Coast, Inc.
P.O. Box 12007
Tallahassee, FL 32317
Attention: Executive Director

If to the Company:

9.7 Attorney's Fees. In the event litigation arises (at the trial or appellate level) in connection with this Agreement, the prevailing party will be entitled to be reimbursed for all costs incurred in connection with such litigation, including without limitation reasonable attorneys' fees and costs.

9.8 TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE COMPANY AND, BY ITS ACCEPTANCE OF THIS AGREEMENT, TRIUMPH, HERETO WAIVE TRIAL BY JURY IN RESPECT OF ANY CLAIM, DISPUTE OR ACTION ARISING OUT OF, RELATED OR PERTAINING TO THIS AGREEMENT, THE GRANT APPLICATION, AND/OR THE GRANT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE AND THE COMPANY AND, BY ITS ACCEPTANCE OF THIS AGREEMENT, TRIUMPH, HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COMPANY AND, BY ITS ACCEPTANCE OF THIS AGREEMENT, TRIUMPH, ENTERING INTO THIS AGREEMENT. EACH OF THE COMPANY AND, BY ITS ACCEPTANCE OF THIS AGREEMENT, TRIUMPH, IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. EACH OF THE COMPANY AND, BY ITS ACCEPTANCE OF THIS AGREEMENT, TRIUMPH, REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

9.9 **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Escambia. The Company expressly consents to the exclusive personal jurisdiction and venue in any state court located in Escambia County, Florida, and waives any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between the Company and Triumph shall be solely in the State of Florida. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement. In the event of any conflict between this Agreement and the Grant Agreement, the provisions of this Agreement shall control.

9.10 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the Company caused this Agreement be executed as of the day and year first above written.

The Company:

LIFT Technologies,
Inc., a Michigan
corporation

By: _____
Print Name: _____
Title: _____