

TERM SHEET FOR
GRANT AWARD AGREEMENT BETWEEN
TRIUMPH GULF COAST, INC.

AND

FLORIDA TOURISM INDUSTRY MARKETING CORPORATION, INC. a/k/a
VISIT FLORIDA
(NWFL Beaches Adventures Within Reach /Project #320)

This Term Sheet summarizes the basic terms upon which Triumph Gulf Coast, Inc. (“**Triumph**”) is considering awarding a grant to Florida Tourism Industry Marketing Corporation, Inc. a/k/a Visit Florida, a Florida not-for-profit corporation (“**Grantee**”) under the Triumph Gulf Coast Trust Fund. This Term Sheet is intended for discussion and negotiation purposes only and (a) does not constitute a grant, or an approval of a grant, by Triumph to Grantee, and (b) does not create any binding obligations on Triumph or Grantee with respect to (i) any grant, (ii) any approval of a grant, or (iii) engaging in any further discussions or negotiations with respect to a grant. Any binding agreement between Triumph and Grantee with respect to any grant must be contained in a definitive grant award agreement (the “**Agreement**”), approved by 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: Up to \$10,500,000 (the “Grant”)

PURPOSE: To provide partial funding for the following project (the “**Project**”): to create and execute a regional tourism promotional project for in 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**”), which will (a) diversify and enhance tourism by spreading the benefits of tourism to areas not typically realizing those benefits by promoting visitation outside of the peak summer season and extending seasonal employment into additional months or year-round employment, and (b) add resilience to the tourism industry in the Affected Counties by facilitating the diversification of product offerings beyond the beach, all as further described in Grantee’s Application for Funds submitted to Triumph (the “**Grant Application**”).

COMPETITIVE
BIDS:

Grantee shall expend grant funds utilizing the same organizational policies and procedures that govern its State expenditures. Grantee has provided a copy of the policy to Triumph staff as of May 10, 2024. The policy requires varying degrees of process for purchases over \$50,000 unless the Sole Source procedure described in that policy is applicable. In accordance with Grantee's policy, individual annual contracts may be adjusted and executed each year to account for budget and scope fluctuations provided that they are executed upon substantially the same terms and conditions that were negotiated at the time the competitive award was made.

FUNDING:

The total cost of the Project is \$13,500,000, of which (i) matching funds are being contributed by Grantee and others in the amount of \$3,000,000 (the “**Matching Funds**”), and (ii) up to \$10,500,000 is being provided by the Grant. The total estimated cost of the Project is based upon the Budget attached hereto as Exhibit “B” (the “**Budget**”). To the extent that the actual cost of the Project exceeds \$13,500,000, Grantee shall be solely responsible for such excess.

Grantee 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’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, 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 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 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 \$262,500. In no event shall the cumulative fundings made by Triumph exceed the \$10,500,000 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.

All amounts funded to Grantee pursuant to a Request for Funding shall be paid to Grantee as a reimbursement of amounts Grantee has already paid to vendors supplying equipment, materials, or services, and/or to employees performing work, in each case consistent with the Budget, in which case the Grant funds shall be retained by Grantee.

None of the Grant Funds shall be used to purchase any products or services for which Grantee is prohibited from purchasing under that certain Agreement Between The Florida Department of Commerce and Grantee, executed by Grantee on August 28, 2023 (Agreement #S0208/Program # SB24-003).

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, facilities overhead, and auxiliary fees.

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

- (a) 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 \$10,500,000 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 the Agreement;
- (e) There is any pending litigation with respect to the performance by Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or funding of the Grant;
- (f) Grantee has taken any action pertaining to the Project which, under the Agreement, requires the approval of Triumph, and Grantee failed to obtain such approval;
- (g) There has been a violation of the prohibited interests provisions of the Agreement;
- (h) Grantee is in material violation, default, or breach of or under any provision of the Agreement;

(i) Grantee is in breach of any material representation or warranty contained in the Agreement;

(j) Grantee 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, 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, invoices, cancelled checks, wire transfer confirmations;

(m) Prior to the December 31, 2026 (the "Completion Deadline"), Grantee has abandoned or discontinued the Project, or for any reason the commencement, prosecution, or timely completion of the Project by Grantee is rendered improbable, infeasible, impossible, or illegal;

(n) All or any portion of the requested funding includes funding for items that are outside the scope of the Project that is contemplated under the Budget;

(o) 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 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 cumulatively increased or decreased by more than 5%; and/or the Matching Funds have cumulatively increased or decreased by more than 5%;

(r) Completion of the Project is not on schedule for completion by the Completion Deadline and it is objectively unlikely that the Project will be completed 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 substantial 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. All checks, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified and readily accessible.

MAINTENANCE
OF RECORDS:

Grantee shall establish and maintain within its existing accounting system or independently from its accounting system a detailed listing of all expenses related to the project. Records of costs incurred under terms of the Agreement shall be maintained in the listing along with supporting documentation and be made available upon request to Triumph during the period of the Agreement and for five (5) years after final payment of the Grant is made.

AUDITS:

The grant shall be subject to audits and/or monitoring by Triumph. Grantee shall on an annual basis (i) 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, and (c) Grantee's most recent audited financial statements, and (ii) on or before August 31 of each year submit to Triumph a marketing plan for the Project for the upcoming year. 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, and if not timely corrected 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:

Consistent with State law governing Grantee's expenditure of State funds, Grantee shall provide third party contracts in excess of \$500,000 to Triumph fourteen (14) days prior to execution for its review and approval. This requirement is applicable to "Master Service Agreements" (MSA), for example, a general media buying or creative production services agreement, but shall not apply to individual media orders or production estimates issued thereunder. In the event the State denies approval of any contract for which Grant funds were proposed to be used or determines that any such contract is not in compliance with the MSA, Grantee shall notify Triumph in writing of such denial or determination within fourteen (14) days thereof and Triumph shall not be obligated to fund such contract with Grant 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 (i) 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, and (ii) workers compensation insurance with respect to the construction of any improvements.

PERFORMANCE
METRICS:

Grantee shall timely achieve the following performance metrics (the “**Performance Metrics**”):

- (a) Performance Metric #1: By December 31, 2026, the Project shall be Substantially Complete (as defined below). In the event that Grantee fails to timely Substantially Complete the Project by such date, Grantee shall re-pay to Triumph an amount equal to the total amount of the Grant that was funded to Grantee. As used herein, the Project shall be deemed Substantially Complete when Grantee expended all of the Grant funds within the scope of the Budget and for the purposes of completing the Project and has timely delivered to Triumph all of the items in the PURPOSE section above as well as all reports referenced herein.
- (b) Performance Metric #2: By December 31, 2026, all Matching Funds shall have been expended on the Project as contemplated in the Budget. In the event that by December 31, 2026, the Project is completed but not all of the Matching Funds were expended on the Project as contemplated in the Budget, then Grantee shall re-pay to Triumph an amount equal to (A) \$3,000,000, minus (B) the actual amount of Matching Funds expended on the Project.

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, in which case Grantee shall upon written demand by Triumph repay to Triumph all portions of Grant theretofore funded to and received by Grantee. In addition, in the event Grantee failed to timely satisfy the Performance Metrics, then Grantee shall upon written demand by Triumph repay to Triumph the amounts specified in items (a) and (b) above under

PERFORMANCE METRICS.

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 the Agreement, was not material in nature, and/or (ii) based on quantitative evidence, the effects of a named hurricane or tropical storm, or specific acts of terrorism adversely affected Grantee's ability to complete the Project. In no event shall the total amount clawed back exceed the total amount of the Grant actually disbursed to Grantee.

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: _____, 2024

TRIUMPH:

Triumph Gulf Coast, Inc.

By: _____
Name: _____
Title: _____

GRANTEE:

Florida Tourism Industry Marketing
Corporation, Inc. a/k/a Visit Florida, a
Florida not-for-profit corporation

By: _____
Name: _____
Title: _____

EXHIBIT "B"

BUDGET

[see attached]

Exhibit B
Project #320, NWFL Adventure Within Reach
 Budget
 Estimated start date - April 1, 2024
 Estimated education component start date NA

	Strategic Consulting		Category #3	Category #4	Total
	Service Fees	Production/Media			
Please change year # to actual year					
Project Total					
Calendar Year 1 - 4/1/2024-12/31/2024	110,000.00	3,890,000.00	-	-	4,000,000.00
Calendar Year 2 - 2025	110,000.00	5,390,000.00	-	-	5,500,000.00
Calendar Year 3 - 2026	110,000.00	3,890,000.00	-	-	4,000,000.00
Calendar Year 4	-	-	-	-	-
Calendar Year 5	-	-	-	-	-
Calendar Year 6	-	-	-	-	-
Calendar Year 7	-	-	-	-	-
Calendar Year 8	-	-	-	-	-
Calendar Year 9	-	-	-	-	-
Calendar Year 10	-	-	-	-	-
Calendar Year 11	-	-	-	-	-
Calendar Year 12	-	-	-	-	-
Project Total	330,000.00	13,170,000.00	-	-	13,500,000.00

Triumph					
Calendar Year 1 - 4/1/2024-12/31/2024		\$ 2,500,000.00			2,500,000.00
Calendar Year 2 - 2025		\$ 4,500,000.00			4,500,000.00
Calendar Year 3 - 2026		\$ 3,500,000.00			3,500,000.00
Calendar Year 4					-
Calendar Year 5					-
Calendar Year 6					-
Calendar Year 7					-
Calendar Year 8					-
Calendar Year 9					-
Calendar Year 10					-
Calendar Year 11					-
Calendar Year 12					-
Triumph Total		10,500,000.00	-	-	10,500,000.00

Grantee					
Calendar Year 1 - 4/1/2024-12/31/2024	110,000.00	1,390,000.00			1,500,000.00
Calendar Year 2 - 2025	110,000.00	890,000.00			1,000,000.00
Calendar Year 3 - 2026	110,000.00	390,000.00			500,000.00
Calendar Year 4					-
Calendar Year 5					-
Calendar Year 6					-
Calendar Year 7					-
Calendar Year 8					-
Calendar Year 9					-
Calendar Year 10					-
Calendar Year 11					-
Calendar Year 12					-
Grantee Total	330,000.00	2,670,000.00	-	-	3,000,000.00

Match Source 1					
Calendar Year 1					-
Calendar Year 2					-
Calendar Year 3					-
Calendar Year 4					-
Calendar Year 5					-
Calendar Year 6					-
Calendar Year 7					-
Calendar Year 8					-
Calendar Year 9					-
Calendar Year 10					-
Calendar Year 11					-
Calendar Year 12					-