

TERM SHEET FOR
GRANT AWARD AGREEMENT BETWEEN
TRIUMPH GULF COAST, INC.,
AND
NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT AUTHORITY,
(Project Spinner #338)

This Term Sheet summarizes the basic terms upon which Triumph Gulf Coast, Inc. ("**Triumph**") is considering awarding a grant to the Northwest Florida Beaches International Airport Authority ("**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 \$25,000,000

PURPOSE: To provide funding for the following project (the "**Project**"): construction by Grantee at the Northwest Florida Beaches International Airport (the "**Airport**") of a 100,000+- sq.ft. facility (the "**Facility**") to expand existing operations of a major aviation company (the "**Company**") that performs aircraft engine maintenance, repair, and overhaul ("**MRO**") services, which operations will provide at least 500 Net New Jobs (as defined below) in the aggregate between all qualifying employment at the Facility and at two other facilities owned or leased by the Company (one also at the Airport (the "**Test Facility**") and one in Lynn Haven, Florida (the "**Lynn Haven Facility**")) (the Facility, together with the Test Facility and the Lynn Haven Facility, are referred to herein as the "**Combined Facilities**") paying an average wage of \$60,000 per year, all as further described in Grantee's Application for Funds submitted to Triumph (the "**Grant Application**").

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 to Grantee unless there are Matching Funds commitments from the Company as described in the Budget totaling not less than \$82,500,000 to be used exclusively toward

completion of the Combined Facilities and the purchase of equipment as shown in the Budget.

(b) **Lease.** No Grant funds shall be disbursed to Grantee unless Grantee, as lessor, and the Company, as lessee, shall have entered into a binding and enforceable lease agreement (the "**Lease**"), pursuant to which Grantee agrees to lease the land and the Facility (i) for a term of not less than thirty (30) years, (ii) with a provision that incorporates the Company's obligations under the Performance Agreement (as defined below) in the event the Performance Metrics (as defined below) are not satisfied, 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 Grantee. Triumph shall have forty-five (45) days from receipt of the Lease to approve or disapprove it, and Triumph's failure to either approve or disapprove the Lease within such forty-five (45) day period shall be deemed disapproval.

(c) **Performance Agreement.** No Grant funds shall be disbursed unless and until (i) Grantee has delivered to Triumph 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 (as defined below) 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.

(d) **Letter of Credit.** No Grant funds shall be disbursed to Grantee unless a nationally recognized bank has issued a letter of credit ("**Letter of Credit**"), in form and substance reasonably acceptable to Triumph, which will permit Grantee to draw upon such Letter of Credit at any time and from time to time in the event that Grant funds are for any reason not available or are insufficient to continue and complete construction of the Facility.

(e) **Spending of a Portion of Matching Funds.** No Grant funds shall be disbursed to Grantee unless and until Grantee has provided satisfactory evidence to Triumph that the Company has spent not less than Twelve Million Dollars (\$12,000,000) of the Matching Funds on (i) the purchase of equipment, (ii) the purchase of the Lynn Haven Facility, and (iii) construction and/or renovations of the Lynn Haven Facility and/or the Test Facility, as provided in the Budget.

COMPETITIVE
BIDS:

The contract for the construction of the Facility (the "**CMAR Contract**") shall be between Grantee and a qualified construction manager at risk ("**CMAR**") with a guaranteed maximum price of which Triumph will not fund not more than \$25,000,000. For the CMAR Contract and all other contracts and/or purchases exceeding \$325,000, Grantee shall obtain competitive bids when required under

the applicable laws, statutes, ordinances, rules and regulations when purchasing services or commodities, or contracting for construction or renovations to public property, and Grantee shall upload a copy of the applicable standards or procedures to Triumph's SmartSheet system and submit for Triumph review. When awarding the CMAR Contract and other contracts according to the applicable laws, statutes, ordinances, rules and regulations, Grantee shall award the CMAR Contract and the other contracts to the lowest cost qualified responsive bidder considering the selection criteria contained within the solicitation. Triumph shall have the right to review and approve the CMAR Contract and all other contracts and/or purchases exceeding \$325,000, which shall not be unreasonably withheld. For any disapproval, Triumph shall state the grounds for disapproval.

PLANS AND
SPECIFICATIONS:

Grantee shall upload to SmartSheet for Triumph's review and approval of the plans and specifications for the Facility and any proposed changes to said plans and specifications. Triumph shall have fifteen (15) days from receipt of the plans and specifications or proposed change to notify Grantee of its approval or disapproval. Upon any disapproval, Grantee shall have ten (10) days to revise plans and specifications or proposed change ("**Revised Plans**") for resubmission for approval or disapproval by Triumph. Triumph shall have fifteen (15) days from receipt of the Revised Plans and specifications or proposed change to notify Grantee of its approval or disapproval of Revised Plans. If Triumph fails to approve or disapprove of the plans and specifications or proposed change within such fifteen (15) day period, the plans and specifications or proposed change shall be deemed approved. If Grantee fails to upload and notify Triumph, that failure shall be sufficient cause for nonpayment by Triumph.

COMPLIANCE
WITH
CONSULTANTS'
COMPETITIVE
NEGOTIATION

Grantee shall be deemed an "Agency" under, and shall comply in full with, the provisions of Chapter 287.055, Florida Statutes, Consultants' Competitive Negotiation Act with respect to engineering, architecture or surveying services, and shall certify to Triumph that all selections have been accomplished in compliance with said statute.

OWNERSHIP OF
IMPROVEMENTS

Grantee acknowledges and agrees that all improvements constructed with Grant funds shall be owned by Grantee.

FUNDING:

The total cost of the Project is \$107,500,000, of which a match is being contributed by the Company in the amount of \$82,500,000 (the “**Matching Funds**”), and (ii) up to \$25,000,000 is being provided by the Grant. The total estimated cost of the Project is based upon the Budget attached hereto as Exhibit “A” (the “**Budget**”). To the extent that the actual cost of the Project exceeds \$107,500,000, Grantee shall be solely responsible for such excess.

Upon satisfaction of all of the CONDITIONS FOR GRANT described above, 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, labor, 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 when 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 \$625,000. In no event shall the cumulative fundings made by Triumph exceed the \$25,000,000 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 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 approved.

None of the Grant funds 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, continuing education fees, 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 \$25,000,000 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 pursuant to the Grant 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 December 31, 2030 (the “**Completion Deadline**”), Grantee and/or the Company has abandoned or discontinued the Project, or for any reason the commencement, prosecution, or timely completion of the Project by Grantee and/or the Company is rendered improbable, infeasible, impossible, or illegal, or Grantee has failed to make substantial progress toward achieving not less than 500 Net New Jobs;

(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) The Letter of Credit has expired, been revoked or terminated, or is otherwise unavailable for draws by Grantee as contemplated in this Agreement;

(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.

CONSTRUCTION PROGRESS REPORTS

Grantee shall provide Triumph with (x) quarterly reports uploaded to SmartSheet detailing the progress of construction of the Facility, and (y) quarterly reports uploaded to SmartSheet evidencing the payment of Grant funds toward construction of the Facility and/or the payment of Matching Funds toward the construction of the Test Facility, which reports shall include copies of invoices, receipts, or contracts from vendors providing labor, materials and other in connection with the construction of the Facility, together with any of the other items listed in (A) – (H) of the FUNDING provisions above (collectively, the “**Reports**”). Upon completion of construction of the Facility, Grantee shall provide Triumph with (a) a certificate of occupancy for the Facility issued by the applicable governmental agency, and (b) a certificate from the architect of the Facility certifying that the Facility has been completed substantially in accordance with, and without material deviation from, the Plans and Specifications and that the Facility complies with all applicable laws and ordinances, including but not limited to, applicable building, health, and safety codes, and development orders, and is in all respects ready for occupancy.

Triumph shall have the right to cease further funding of the Grant in the event that (x) Grantee has not timely provided the Reports and the certificates described above, (y) Grantee is in default under the terms of the Agreement, and/or (z) the commencement, prosecution, or timely completion of the Project by Grantee and/or the Company has been rendered improbable, infeasible, impossible, or illegal. Upon demand by Triumph in connection with any of the events described in the foregoing (x), (y), and/or (z), shall return any unused Grant funds to Triumph;

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 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 Company is progressing with achieving not less than 500 Net New Jobs, and (d) Grantee's most recent financial statements. Company's failure to be making substantial progress toward achieving not less than 500 Net New Jobs 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 and/or the Company abandons or, before completion, finally discontinues the Project; or for any other reason, the commencement, prosecution, or completion of the Project by Grantee and/or the Company 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:

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 (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/
CLAWBACK:

Grant funds funded by Triumph to Grantee shall be subject to being repaid (“clawed back”) in the event Grantee (i) shall have made any misrepresentation 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, (ii) shall have breached a representation or warranty made in the Agreement and/ or shall have made any materially false certification or representation to Triumph in connection the Agreement and/or any request for funding under the Agreement, and/or (iii) Grantee breached, violated, or is in any way in material default under any of its obligations under the Agreement.

In addition, in the event both of the following performance metrics (the “**Performance Metrics**”) set forth in subparagraphs (a) and (b) 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:

- (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, 2032, the Company will have created at least 500 Net New Jobs (as defined below); and

(b) **Performance Metric #2:** All of the 500 Net New Jobs shall have been maintained for at least three (3) years after the Ramp-Up Deadline.

As used herein, a “**Net New Job**” shall mean a full-time equivalent (FTE) job with the Company at the Facility which would qualify as being within a designated target industry under Section 288.005(7), Florida Statutes, paying not less than \$60,000 annually (i.e., a wage that is at or above 115% of the Panama City MSA average wage as of the Commencement Date (based on the Florida Commerce incentive wage chart)) that (a) was created after August 22, 2024, (b) could not be sustained absent the availability of the Facility, and (c) is performed by a full-time employee or a full-time equivalent employee working at least 35 paid hours per week. Jobs are not considered Net New Jobs if they are (A) moved from one 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 wage of the transferred position(s); or (B) 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 calculation of the number of Net New Jobs shall be made by Rick Harper or another similarly qualified economist or analyst selected by Triumph.

In the event Grantee (i) shall have made any misrepresentation 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, (ii) shall have breached a representation or warranty made in the Agreement and/ or shall have made any materially false certification or representation to Triumph in connection with the Agreement and/or any request for funding under the Agreement, and/or (iii) Grantee breached, violated, or is in any way in material default under any of its obligations under the Agreement, Grantee shall within ninety (90) days of written demand by Triumph repay to Triumph all of the Grant theretofore funded to and received by Grantee.

In the event the Company fails to timely achieve the Performance Metrics 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 \$50,000 per job (see the basis for this number below). For example, if there is a shortfall of 1 job (499 jobs created or maintained instead of 500), then the amount owed would be \$50,000 (1 x \$50,000), and if there is a shortfall of 25 jobs (475 jobs created or maintained instead of 500), then the amount owed would be \$1,250,000 (25 x \$50,000). The \$50,000 per job amount is determined by dividing the \$25,000,000 Grant amount by the 500 promised jobs. 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**”). The amount due, including interest thereon, is referred to herein as the “**Clawback Amount**”). Grantee shall (i) 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 copies of invoices for such attorneys’ fees and costs as and when received by Triumph, (b) Triumph shall provide to Grantee 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’s request from time to time, provide to Grantee verbal briefings by Triumph and its attorneys concerning the status and progress of such enforcement actions.

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 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, (ii) based on quantitative evidence, the Performance Metrics were not achieved due to negative economic conditions beyond the Company’s or Grantee’s reasonable control, (iii) the Company and Grantee 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 Grantee’s or the Company’s ability to achieve the Performance Metrics.

**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 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 and/or Grantee may terminate negotiations, and upon such termination, neither party shall have any liabilities or obligations to the other.

[signature page follows]

Dated: February 5, 2025, ~~XXXX~~


TRIUMPH:

Triumph Gulf Coast, Inc.

By: Jay N Trumbull, Sr.
Name: _____
Title: _____

GRANTEE:

Northwest Florida Beaches International Airport Authority

By: 
Name: MARK SNEED
Title: Chairman

A5450435.DOCX

EXHIBIT "A"

BUDGET

[see attached]

Exhibit A

Project #, name Project #338 Job
 Budget \$107,500,000
 Estimated construction start date if applicable Q1 2025
 Estimated education component start date if applicable N/A

	Building	Equipment	Category #3	Category #4	Total
<i>Please change year if to actual year</i>					
Project Total					
Pre-award	7,500,000.00				7,500,000.00
2024					
2025	5,000,000.00	2,000,000.00			7,000,000.00
2026	60,000,000.00	8,000,000.00			68,000,000.00
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
Project Total	72,500,000.00	10,000,000.00			82,500,000.00
Triumph					
Pre-award					
2024					
2025	20,000,000.00				20,000,000.00
2026	5,000,000.00				5,000,000.00
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
Triumph Total	25,000,000.00				25,000,000.00
Grantee					
Pre-award					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
Grantee Total					
Company					
Pre-award	7,500,000.00				7,500,000.00
2024					
2025	5,000,000.00	2,000,000.00			7,000,000.00
2026	60,000,000.00	8,000,000.00			68,000,000.00
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
Match Source 1 Total	72,500,000.00	10,000,000.00			82,500,000.00

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 _____, 2024, by _____ (the “**Company**”) in favor of and for the benefit of Triumph Gulf Coast, Inc., a Florida not-for-profit corporation (“**Triumph**”).

RECITALS:

WHEREAS, Triumph and Northwest Florida Beaches International Airport Authority (the “**Grantee**”), and are parties to that certain Grant Award Agreement dated _____, 2024 (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 in the maximum amount of \$25,000,000 (the “**Grant**”) to provide funding for a project (the “**Project**”) for the construction at the Northwest Florida Beaches International Airport of a 100,000+- sq.ft. facility (the “**Facility**”) to expand existing operations of the Company which operations will provide at least 500 Net New Jobs (as defined below) at the Facility and at two other facilities owned or leased by the Company (one also at the Airport and one in Lynn Haven) (the Facility, together with these other two facilities, are referred to herein as the “**Combined Facilities**”) paying an average wage of \$60,000 per year.

WHEREAS, it is a condition to Triumph’s obligation to make and fund the Grant to Grantee that the Company agree to perform, achieve and satisfy the Performance Metrics (as defined below) and pay 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 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 both of the following performance metrics (the “**Performance Metrics**”):

(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, 2032, the Company will have created at least 500 Net New Jobs (as defined below); and

(b) **Performance Metric #2:** All of the 500 Net New Jobs shall have been maintained for at least three (3) years after the Ramp-Up Deadline.

As used herein, a “**Net New Job**” shall mean a full-time equivalent (FTE) job with the Company at the Facility which would qualify as being within a designated target industry under Section 288.005(7), Florida Statutes, paying not less than \$60,000 annually (i.e., a wage that is at or above 115% of the Panama City MSA average wage as of the Commencement Date (based on the Florida Commerce incentive wage chart)) that (a) was created after August 22, 2024, (b) could not be sustained absent the availability of the Facility, and (c) is performed by a full-time employee or a full-time equivalent employee working at least 35 paid hours per week. Jobs are not considered Net New Jobs if they are (A) moved from one 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 wage of the transferred position(s); or (B) 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 calculation of the number of Net New Jobs shall be made by Rick Harper or another similarly qualified economist or analyst selected by Triumph.

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 Metrics described in Section 3 above, then the Company shall pay to Triumph, within thirty (30) days of demand therefor, an amount of the Grant proportional to the jobs shortfall, based on \$50,000 per job (see the basis for this number below). For example, if there is a shortfall of 1 job (499 jobs created or maintained instead of 500), then the amount owed would be \$50,000 (1 x 50,000), and if there is a shortfall of 25 jobs (475 jobs created or maintained instead of 500), then the amount owed would be \$1,250,000 (25 x \$50,000). The \$50,000 per job amount is determined by dividing the \$25,000,000 Grant amount

by the 500 promised jobs. 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 and 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 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 [REDACTED] 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:

If to the Company:

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

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.

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

The Company:

By: _____
Print Name: _____
Title: _____