Second Amended and Restated Redevelopment Agreement

among

The City of Jacksonville,

The Downtown Investment Authority,

and

Museum of Science and History of Jacksonville, Inc.

SECOND AMENDED AND RESTATED REDEVELOPMENT AGREEMENT

This **SECOND AMENDED AND RESTATED REDEVELOPMENT AGREEMENT** (this "Agreement") is made this ___ day of _____, 2025 (the "Effective Date"), between the **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida (the "City"), the **DOWNTOWN INVESTMENT AUTHORITY**, a community redevelopment agency on behalf of the City (the "DIA") and **MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC.** a Florida not-for-profit corporation ("MOSH").

RECITALS:

WHEREAS, the City and MOSH previously entered into that certain Redevelopment Agreement dated May 22, 2023, as authorized by City Ordinance 2023-184-E, as amended by that certain Amended and Restated Redevelopment Agreement dated November 1, 2024, as authorized by City Ordinance 2024-372-E (collectively, the "Redevelopment Agreement") to provide in part for MOSH to redevelop, subject to certain preconditions, approximately 2.5 acres of City-owned real property, and for MOSH to enter into a lease for an approximately 2.5 acre site of City-owned land, on which MOSH intends to construct the Museum Improvements, having a Minimum Required Capital Investment of $85,000,000; and

WHEREAS, MOSH has satisfied the Fundraising Milestone (defined below) and has been pursuing the design of the Park Project Improvements in accordance with the Redevelopment Agreement, but has been delayed in the design of the Museum Improvements, and MOSH has requested and the DIA and City have agreed to amend and restate the Redevelopment Agreement for a second time as set forth herein to provide that the City will own the Museum Improvements and also provide City funding for the Project, and to extend various components of the performance schedule and other milestones; this Agreement amends and restates the Redevelopment Agreement in its entirety with respect to the parties hereto and does not serve as a termination of the Redevelopment Agreement, which is hereby ratified and reaffirmed by the parties hereto.

Article 1.
PRELIMINARY STATEMENTS

1.1 **The Project.**

(a) Overview. MOSH and/or its principals and Affiliates have submitted a proposal to the DIA to lease approximately 2.5 acres of City-owned real property, and to design and construct the Museum Improvements (as defined below) and the design for the surrounding park space and Riverwalk, which together comprise approximately 7.23 acres located generally on the Shipyards East property located along the Northbank of the St. Johns River in Jacksonville, Florida, within the Downtown East Northbank Community Redevelopment Area, as further detailed on **Exhibit A** attached hereto (the "Project Parcel"). The development will include the construction by MOSH of certain Museum Improvements (as hereinafter defined)

on a 2.5-acre portion of the Project Parcel (as defined below, the "Museum Parcel") to be owned by the City and leased by the DIA to MOSH. MOSH will oversee the design of: (i) an up to 1.5 acre joint-use park (as defined below, the "Joint-Use Park") on the real property adjacent to and surrounding the Museum Parcel; (ii) an additional 3.28 acres of public park space (as defined below, the "City Park"); and (iii) certain Riverwalk Improvements (each as defined below), all of which will be constructed by the City. The City will also construct certain Roadway and Utility Improvements related to the development. The Museum Improvements and design of the City Park, Joint Use-Park and Riverwalk Improvements are collectively referred to as the "Project," as further detailed below. The Minimum Required Capital Investment for the Museum Improvements shall be $85,000,000.

(b) Fundraising. As of the Effective Date hereof, MOSH has documented to the DIA that it has legally binding financial commitments of no less than $40,000,000 of private donations, grants or other contributions secured by or on behalf of MOSH, inclusive of donations secured by pledge agreements with individuals, business entities, foundations and the like as well as a grant or grants from the State, Federal Government, or other grant organizations, but exclusive of any funds provided by the City (the "Fundraising Milestone").

(c) Lease of Museum Improvements and Museum Parcel. After satisfaction of the pre-conditions to enter into the Museum Lease and other conditions as set forth herein, the DIA and MOSH will enter into that certain Museum Lease (as defined below) for the lease of the Museum Parcel to MOSH. The City will own the Museum Improvements, which will be designed and constructed by MOSH, owned by the City and maintained solely by MOSH pursuant to the Museum Lease. The development and construction of the Museum Improvements will not be phased; however, this provision shall not preclude future finishing out of not more than 10,000 square feet of exhibit or gallery space and 5,000 square feet of event or classroom space within the interior of the Museum Improvements after Substantial Completion. Any future exterior work on the Museum Parcel will be subject to DDRB review and approval.

The parties shall enter into the Museum Lease and Memorandum of Lease (each, defined below) at the Closing. The Museum Lease will be at no cost to the City, and provides for rental payments to the City in the annual amount of $1.00 over the initial forty (40) year term, as the same may be extended pursuant to the terms of the Museum Lease.

(d) City/DIA Obligations. The DIA and City as applicable will coordinate the following activities prior to Closing:

(1) MOSH acknowledges the City has previously provided MOSH with a storm surge simulation summary memorandum that provides date and projections regarding flood elevation levels for the Property, and the results will be factored into the design of the Museum Parcel and Project.

(2) DIA Staff will present to the DIA Board resolutions allocating the development rights and mobility fee credits as necessary for the Project, and MOSH

may purchase at standard City rates water quality compensatory credits necessary to support the Project if there are Downtown credits available at the time of request.

1.2 **Authority.**

The DIA was created by the City Council of the City of Jacksonville pursuant to Ordinance 2012-364-E. Pursuant to Chapter 163, Florida Statutes, and Section 55.104, Ordinance Code, the DIA is the sole development and community redevelopment agency for Downtown, as defined by Section 55.105, Ordinance Code and has also been designated as the public economic development agency as defined in Section 288.075, Florida Statutes, to promote the general business interests in Downtown. The DIA has approved this Agreement pursuant to its Resolution 2022-01-03, Resolution 2022-09-03, Resolution 2024-02-01 and Resolution 2024-08-01 (collectively, the "Resolution") and the City Council has authorized execution of this Agreement pursuant to City Ordinances 2023-184-E, 2024-372-E and 2025-___-E (collectively, the "Ordinance").

1.3 **City/DIA Determination.**

(a) The City has determined that the entering into the Museum Lease and construction of the Museum Improvements is consistent with the goals of the City in that the Project will, among other things:

(i) increase capital investment in Downtown Jacksonville;

(ii) help meet the overall community goal of residential and business development and growth in Downtown Jacksonville;

(iii) promote and encourage capital investment of at least $85,000,000.

(b) The DIA has determined that the Museum Lease and construction of the Museum Improvements is consistent with the following North Bank Downtown and Southside Community Redevelopment Area Plan Redevelopment Goals:

(i) Redevelopment Goal No. 3. Increase and diversify the number and type of retail, food and beverage, and entertainment establishments within Downtown;

(ii) Redevelopment Goal 4. Increase the vibrancy of Downtown for residents and visitors through arts, culture, history, sports, theater, events, parks, and attractions;

(iii) Redevelopment Goal 6. Improve the walkability/bike-ability of Downtown and pedestrian and bicycle connectivity between Downtown and adjacent neighborhoods and the St. Johns River;

(iv) Redevelopment Goal 7. Capitalize on the aesthetic beauty of the

St. John's River, value its health and respect its natural force, and maximize interactive and recreational opportunities for residents and visitors to create waterfront experiences unique to Downtown Jacksonville; and

(v) Redevelopment Goal 8. Simplify and increase the efficiency of the approval process for Downtown development and improve departmental and agency coordination.

1.4 **Jacksonville Small and Emerging Business Program.**

As more fully described in City Ordinance 2004-602-E, the City has determined that it is important to the economic health of the community that whenever a company receives incentives from the City, that company provides contracting opportunities to the maximum extent possible to small and emerging businesses in Duval County as described in Article 11.

1.5 **Coordination by City.**

The City hereby designates the Chief Executive Officer ("CEO") of the DIA or his or her designee to be the Project Coordinator who will, on behalf of the DIA and City, coordinate with MOSH and administer this Agreement according to the terms and conditions contained herein and in the Exhibit(s) attached hereto and made a part hereof. It shall be the responsibility of MOSH to coordinate all Project related activities with the designated Project Coordinator, unless otherwise stated herein.

1.6 **Maximum Indebtedness.**

The maximum indebtedness of the City for all fees, grants, reimbursable items or other costs pursuant to this Agreement shall be an up-to maximum amount not to exceed the sum of FIFTY MILLION AND NO/100 DOLLARS ($50,000,000.00) that will be encumbered and disbursed pursuant to the Museum Improvements Costs Disbursement Agreement.

1.7 **Availability of Funds.**

Notwithstanding anything to the contrary herein, the City's and DIA's financial obligations under this Agreement are subject to and contingent upon the availability of lawfully appropriated funds for their respective obligations under this Agreement.

NOW THEREFORE, in consideration of the mutual undertakings and agreements herein of City, DIA, and MOSH, and for Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, City, DIA and MOSH agree that the above Preliminary Statements are true and correct, and represent, warrant, covenant and agree as follows:

Article 2.
DEFINITIONS

As used in this Agreement, the following terms shall have the meaning set opposite each:

2.1 **Affiliate.**

A person or entity, directly or indirectly, controlling, controlled by or under common control with a person or entity.

2.2 **Budget.**

"Budget" means the line-item budget of Direct Costs for the Museum Improvements attached hereto as **Exhibit B** and showing the total costs for each line item, as the same may be review and approved by the DIA and revised from time to time with the written approval of MOSH and the DIA, subject to the restrictions and limitations contained in the Museum Improvements Costs Disbursement Agreement. The final Budget for the Museum Improvements shall be subject to the review and approval by the City and DIA in their reasonable discretion.

2.3 **Capital Investment.**

Money invested by or through a developer to purchase items that may normally be capitalized by a developer in the normal conduct of its business to design, construct and develop a project.

2.4 **City Council.**

The body politic, as the same shall be from time to time constituted, charged with the duty of governing the City.

2.5 **City Contribution.**

"City Contribution" shall mean City funding in the up-to, maximum amount of $50,000,000 to be applied to the Construction Costs of the guaranteed maximum price of the Museum Improvements to be made on a reimbursement basis with the MOSH Contribution as further set forth in the Museum Improvements Costs Disbursement Agreement.

2.6 **City Park Parcel.**

That certain parcel of real property consisting of approximately 3.28 acres as further described on **Exhibit C** attached hereto, on which a portion of the Park Project Improvements and Riverwalk Improvements will be constructed.

2.7 **Commence Construction.**

The terms “Commence” or “Commenced” or “Commencing” or “Commencement of” Construction as used herein when referencing the Museum Improvements or any portion thereof means the date when MOSH (i) has completed all pre-construction engineering and design and has obtained all necessary licenses, permits and governmental approvals, has engaged all contractors and ordered all essential equipment and supplies as, in each case, can reasonably be considered necessary so that physical construction of the Museum Improvements may begin and proceed to completion without foreseeable interruption, and (ii) has demonstrated it has the financial commitments and resources to complete the construction of the Museum Improvements, and (iii) has “broken ground” and begun physical, material construction (e.g., site preparation work or such other evidence of commencement of construction as may be approved by the DIA in its reasonable discretion) of such improvements on an ongoing basis without any Impermissible Delays.

2.8 **Construction Costs.**

"Construction Costs" means all soft and hard costs incurred in the design, engineering, permitting and construction of the Museum Improvements by MOSH as itemized in the Budget as set forth in **Exhibit B** attached hereto and may include, without limitation, legal expenses, third-party consultant expenses, inspections, and project contingency, but for clarity shall not include developer fee, F, F, & E (furniture, fixtures, and equipment) not permanently affixed and integral to the real property, interest reserves, operating reserves, or museum display or exhibit costs that are not integral to the building itself, but shall otherwise allow for costs of creating private outdoor exhibit spaces to be constructed on the Museum Parcel.

2.9 **DCSB Lease.**

That certain lease between the City and the Duval County School Board (“DCSB”) dated November 6, 1986, for the lease of real property in relation to the Existing MOSH Lease (defined below).

2.10 **DDRB.**

The Downtown Development Review Board of the City.

2.11 **Downtown Investment Authority.**

The Downtown Investment Authority of the City of Jacksonville and any successor to its duties and authority.

2.12 **Environmental Requirements.**

All Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to Hazardous Substances

(defined below) or wastes, air emissions and discharges to waste or public systems.

2.13 **Existing MOSH Lease.**

That certain lease agreement dated October 31, 1967, between the City and the Museum of Science and History of Jacksonville, Inc., formerly known as the Jacksonville Children's Museum, Inc., inclusive of all amendments thereto.

2.14 **Impermissible Delay**

The term "Impermissible Delay" means, subject to the provisions of Section 15.2, failure of MOSH to proceed with reasonable diligence with the construction of the Museum Improvements within the timeframe for completion contemplated in this Agreement, or after commencement of the Museum Improvements, abandonment of or cessation of work on the Museum Improvements at any time prior to the Completion thereof for a period of more than forty (40) consecutive business days, except in cases of a Force Majeure Event as defined in Section 15.2 hereof. Notwithstanding the foregoing, any delay or cessation of any of the Improvements as to which MOSH has been unable to secure the necessary permits and approvals after diligent efforts shall not be an Impermissible Delay, as long as MOSH continues its diligent efforts to obtain such permits and approvals.

2.15 **Joint-Use Park Agreement.**

That certain Joint-Use Park Agreement to be executed by City and MOSH upon Substantial Completion of the Museum Improvements and Park Project Improvements attached hereto as **Exhibit D**.

2.16 **Joint-Use Park Parcel.**

Up to 1.5 acres of City-owned real property within the Park Parcel surrounding and contiguous to the Museum Parcel, as further described on **Exhibit E** attached hereto.

2.17 **Memorandum of Museum Lease.**

A short form memorandum giving notice of the Museum Lease, to be recorded in the public records of Duval County, Florida.

2.18 **Minimum Required Capital Investment**

"Minimum Required Capital Investment" as to the Museum Improvements as defined in Section 6.1 below.

2.19 **Minimum Requirements.**

"Minimum Requirements" with regard to the Museum Improvements shall mean Construction on the Museum Parcel of an iconic, enclosed building of a minimum 75,000

square feet, inclusive of no less than 50,000 square feet of exhibit and gallery space, exclusive of classrooms, gift shops, cafes, event space and other facilities, with a minimum Capital Investment of $85,000,000.

2.20 **MOSH Contribution.**

"MOSH Contribution" shall mean MOSH funding in the initial amount of $40,000,000 to be applied to the Construction Costs of the guaranteed maximum price of the Museum Improvements (subject to a funding ratio) with the City Contribution as further set forth in the Museum Improvements Costs Disbursement Agreement.

2.21 **Museum Improvements.**

Those certain improvements comprising a new museum of science and history to be constructed on the Museum Parcel in accordance with the Minimum Requirements, together with associated parking, driveways, and private outdoor exhibits spaces to be constructed on the Museum Parcel, with a Minimum Required Capital Investment of $85,000,000, as further described on **Exhibit F** attached hereto.

2.22 **Museum Improvements Costs Disbursement Agreement.**

That certain Museum Improvements Costs Disbursement Agreement attached hereto as **Exhibit G** to be entered into by the City and Developer prior to Commencement of Construction of the Museum Improvements contemporaneous with this Agreement.

2.23 **Museum Lease.**

That certain Lease for the lease from the DIA to MOSH for the Museum Parcel and Museum Improvements, for an initial term of forty (40) years at an annual lease rate of $1.00, substantially in the form attached hereto as **Exhibit H**.

2.24 **Museum Parcel.**

That certain parcel of real property as further described on **Exhibit I** attached hereto on which the Museum Improvements will be constructed.

2.25 **Park Design Project.**

The design and engineering of the Park Project Improvements to be located on the Park Parcel (inclusive of the Riverwalk Parcel), together with the design and engineering of the Riverwalk Improvements, to be undertaken by MOSH pursuant to this Agreement and the Park Design Project Costs Disbursement Agreement.

2.26 **Park Design Project Costs Disbursement Agreement.**

The Park Design Project Costs Disbursement Agreement previously entered into

by the City and MOSH and dated April 2, 2024, as amended by that certain Amendment One to Park Design Project Costs Disbursement Agreement dated December 10, 2024.

2.27 **Park Parcel.**

The Park Parcel shall mean, collectively, the City Park Parcel and the Joint-Use Park Parcel.

2.28 **Park Project Improvements.**

Those certain Park Project Improvements to be constructed by City on the Park Parcel and Riverwalk Parcel, to the extent of lawfully appropriated funds therefor and if elected to be undertaken by the City, as further described on **Exhibit J** attached hereto and incorporated herein by this reference, which shall include the Riverwalk Improvements.

2.29 **Party or Parties.**

"Party" or Parties" means MOSH, DIA and the City, as applicable.

2.30 **Performance Schedule.**

The Performance Schedule, as defined in Article 4 hereof.

2.31 **Permit Approvals.**

The term "Permit Approvals" shall mean all permits and regulatory approvals needed for the construction of the Project, inclusive of final 10-set and DDRB approval for the Project.

2.32 **Project.**

The design and construction of the Museum Improvements together with the Park Design Project, and the obligations of MOSH under this Agreement, as more specifically described herein.

2.33 **Project Parcel.**

That certain, approximately 7.23-acre parcel of real property owned by the City and located generally at 950 Bay Street East, Jacksonville, Florida, as further described on **Exhibit A** attached hereto.

2.34 **Riverwalk Design Criteria.**

The criteria that will govern the design of the Riverwalk Improvements, a copy of which is attached hereto as **Exhibit K**.

2.35 **Riverwalk Improvements.**

Those certain Riverwalk Improvements to be constructed by City on a portion of the City Park Parcel, as further described on **Exhibit L** attached hereto and incorporated herein by this reference.

2.36 **Riverwalk Parcel.**

The portion of the City Park Parcel upon which the Riverwalk Improvements are to be constructed, as further described on **Exhibit M** attached hereto and incorporated herein by this reference.

2.37 **Roadway and Utility Improvements.**

Those certain improvements to and extension of A. Philip Randolph Boulevard and utility installations to be designed and constructed by City, as further described on **Exhibit N** attached hereto and incorporated herein by this reference.

2.38 **Substantial Completion.**

"Substantially Completed", "Substantial Completion" or "Completion" means that all permits have been finalized, a certificate of substantial completion has been issued by the architect of record, and a certificate of occupancy for the Museum Improvements has been issued, and the Museum Improvements are available for use in accordance with their intended purpose, subject to commercially reasonable punch list items and similar items, completion of tenant improvements, and completion of interior finish in not more than 10,000 square feet of gallery or exhibit space and not more than 5,000 square feet of event or classroom space.

Other capitalized terms not defined in this Article shall have the meanings assigned to them elsewhere in this Agreement.

Article 3.
APPROVAL OF AGREEMENT

3.1 **Approval of Agreement.**

By the execution hereof, the parties certify as follows:

(a) MOSH warrants, represents, and covenants with City and DIA that:

(i) the execution and delivery hereof has been approved by all parties whose approval is required under the terms of the governing documents creating MOSH as an entity;

(ii) this Agreement does not violate any of the terms or conditions of such governing documents and the Agreement is binding upon MOSH and enforceable against it in accordance with its terms;

(iii) the person or persons executing this Agreement on behalf of MOSH are duly authorized and fully empowered to execute the same for and on behalf of MOSH; and

(iv) MOSH and each entity composing MOSH is, to the extent required by applicable law, duly authorized to transact business in the State of Florida; and

(v) MOSH, its business operations, and each person or entity composing MOSH are in material compliance with all federal, state and local laws, to the extent applicable to the Project and which could have a material adverse effect on the Project and MOSH's ability to complete the Project in accordance with this Agreement.

(b) The DIA certifies to MOSH that the execution and delivery hereof has been approved at a duly convened meeting of the DIA and the same is binding upon the DIA and enforceable against it in accordance with its terms.

(c) The City certifies to MOSH that the execution and delivery hereof is binding upon the City to the extent provided herein and enforceable against the City in accordance with the terms hereof.

Article 4.
PERFORMANCE SCHEDULE

4.1 **Project Performance Schedule.**

The City, the DIA and MOSH have jointly established the following dates for MOSH's obligations under this Agreement (collectively, the "Performance Schedule"):

(a) As of the Effective Date hereof, MOSH has satisfied the Fundraising Milestone for the Museum Improvements and associated improvements on the Museum Parcel.

(b) On or before June 30, 2024, MOSH completed the procurement process and award for the design of the Museum Improvements in compliance with applicable State of Florida procurement requirements for public improvements, and shall have entered into a contract for the design of the Museum Improvements.

(c) On or before June 30, 2024, MOSH commenced the design of the Museum Improvements.

(d) On or before October 31, 2024, MOSH completed the schematic design phase and submitted such designs to the City for approval.

(e) On or before June 30, 2025, MOSH shall have completed the design development phase for the Project and Museum Project and submitted such plans to the City for approval.

(f) On or before November 15, 2025, MOSH shall have completed 100% constructions drawings and submitted to the City for review and approval.

(g) On or before December 15, 2025, MOSH shall have completed 100% construction drawings, obtained City approval thereof, and submitted applications for all Permit Approvals and shall have prepared construction bid documents for the Project and Museum Project.

(h) On or before February 15, 2026, MOSH shall have binding legal commitments and authority to utilize the MOSH Contribution in accordance with this Agreement that, together with the City Contribution, is sufficient to fully fund the construction of the Museum Improvements in accordance with the approved Plans and Specifications (as defined in the Museum Improvements Costs Disbursement Agreement) for the Museum Improvements (the "Financing Contingency") and thereafter shall, subject to the requirements of Article 5, enter into the Museum Lease prior to Commencement of Construction.

(i) On or before January 15, 2026, MOSH shall have issued bid solicitation documents for construction for the Museum Improvements, with responses due by February 15, 2026 or obtained by February 15, 2026 a Guaranteed Maximum Price from a Construction Manager hired through a competitive bid process in compliance with state law and consistent with the requirements set forth in the Museum Improvements Costs Disbursement Agreement.

(j) Construction of the Museum Improvements shall commence no later than March 1, 2026 (as the same may be extended pursuant to this Agreement the "Commencement of Construction Date") and construction of the Museum Improvements shall proceed without any Impermissible Delays through Substantial Completion. For purposes of clarity, commencement of construction by the City on any of the Park Project Improvements, Roadway and Utility Improvements, or any other construction obligations of the City hereunder shall not constitute the Commencement of Construction of the Museum Improvements.

(k) MOSH shall achieve Substantial Completion of the Museum Improvements by no later than July 31, 2028 (the "Museum Completion Date"). At least 50,000 square feet of exhibit and gallery space and 75,000 square feet of interior museum space must be complete and open to the public by the Museum Completion Date.

The City, DIA and MOSH have approved this Performance Schedule. By the execution hereof, and subject to the terms of this Agreement, MOSH hereby agrees to undertake and complete the design and construction of the Project in accordance with this Agreement and the Performance Schedule, and to comply with all of MOSH's obligations set forth herein. The CEO may extend the Performance Schedule for up to six (6) months in her sole discretion for good cause shown by MOSH, and an additional up to six (6) months by the DIA Board. For purposes of clarity, an extension applicable to the Commencement Date of particular improvements shall also apply to the date of Substantial Completion of such improvements, so that a single extension provided will apply to both such dates

simultaneously. In addition, in the event of an extension to the Museum Completion Date, an extension of equal length will automatically apply to the Park Project Improvements completion date, and be considered a single extension.

Article 5.
LEASE OF MUSEUM PARCEL BY MOSH

5.1 **Property Leased.**

Subject to the terms and conditions of this Agreement and the Permitted Exceptions (as hereafter defined), the City hereby agrees to lease to MOSH, and MOSH hereby agrees to lease from the City, the Museum Parcel pursuant to the Museum Lease, and pursuant to the terms and conditions of this Article 5. The Museum Lease will consist of a not to exceed three (3) year construction term (but in no event later than July 31, 2028, subject to extensions as authorized by this Agreement) commencing upon the Commencement of Construction Date governing the period of time for the construction of the Museum Improvements, and upon Substantial Completion of the Museum Improvements and issuance of a certificate of occupancy therefor, the commencement of the forty (40) year Initial Term (as defined in the Lease). At any time prior to the expiration of the Initial Term, whether or not extended by renewal, MOSH may seek a further extension of the Initial Term, subject to review and approval by the City Council. MOSH's representation that the Museum Improvements will be a high-quality unique structure both as to materials and function and as to building features and design such that it is recognized as architecturally unique and considered a waterfront icon attracting visitors from throughout the Southeast, and MOSH's obligations herein to construct the Museum Improvements also constitute consideration for the lease of the Museum Parcel and Museum Improvements by MOSH. The Museum Improvements constructed on the Museum Parcel will be used by MOSH primarily as a public museum with exhibits, programs and fixed improvements focused principally on science and history including education centered around technology, engineering, arts and mathematics. Ancillary uses may include a gift shop and food service. MOSH is authorized to charge general admission fees; rental fees for on-site third-party events; specific program charges and tuition for workshop, classroom and educational units provided by MOSH; and admission fees for school sponsored visits.

The City has previously provided to MOSH all surveys, ground penetrating radar, soil borings and similar studies and investigations appropriate to make the Project Parcel available for sale or lease for development and has provided to MOSH a copy of the BSRA and any environmental information available regarding the Project Parcel.

5.2 **Conditions to Entering into Museum Lease.**

(a) Title Commitment and Survey. As of the Effective Date hereof, MOSH has obtained an ALTA minimum standards survey of the Museum Parcel, City Park Parcel, Joint-Use Park Parcel and Riverwalk Parcel (the "Survey") and a commitment for title insurance (the "Title Commitment") for a leasehold Policy of Title Insurance (the "Title Policy") for the Museum Parcel, and shall provide copies thereof to the City. The term "Permitted Exceptions", as used herein, shall mean all applicable building, zoning and other ordinances and

governmental requirements affecting the Museum Parcel and to all restrictions, covenants, encumbrances, rights-of-ways, easements, exceptions, reservations and other matters of record encumbering or affecting the Museum Parcel, including but not limited to those matters disclosed by the Title Commitment and Survey. At the Closing MOSH shall pay the premium for the Policy issued under the Title Commitment insuring MOSH's leasehold interest in the Museum Parcel.

(b) Condition of Museum Parcel. The Museum Parcel shall be leased to MOSH in its "as-is", "where is" condition, with all faults. MOSH, at MOSH's expense, has investigated the soil conditions of the Museum Parcel and has determined they are suitable for the Museum Improvements to be constructed by MOSH and MOSH accepts the condition of the Museum Parcel. The Developer has accepted the condition of the Museum Parcel and the Acceptance Date for the purposes of this Agreement was August 21, 2023. MOSH hereby agrees to indemnify and hold DIA and City harmless from any and all claims made or causes of action brought against DIA, City or the Museum Parcel resulting from the activities of MOSH or any of MOSH's agents or servants in conducting any of such inspections on the Museum Parcel. Notwithstanding the foregoing, MOSH's indemnity shall not cover any loss, claim or damage to the Museum Parcel or to any person directly related (i) to any conditions or environmental issues which existed prior to MOSH's inspection or to the existence of any hazardous materials or substances which are discovered during MOSH's inspection or (ii) resulting from City's or DIA's negligent acts or omissions. The terms of this Section shall survive the Closing and the termination of this Agreement, as applicable.

All environmental studies and test results related to the Museum Parcel obtained by MOSH shall be promptly delivered to the City.

(c) No Representations or Warranties by City or DIA; Acceptance of Museum Parcel "As Is".

Disclaimer. MOSH ACKNOWLEDGES AND AGREES THAT CITY AND DIA HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY NEGATE AND DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO ANY ASPECT OF THE MUSEUM PARCEL, INCLUDING, WITHOUT LIMITATION, (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE MUSEUM PARCEL (INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY THEREOF, (B) ANY INCOME TO BE DERIVED FROM THE MUSEUM PARCEL, (C) THE SUITABILITY OF THE MUSEUM PARCEL FOR ANY AND ALL ACTIVITIES AND USES WHICH MOSH MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE MUSEUM PARCEL OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MUSEUM PARCEL, (F) GOVERNMENTAL RIGHTS OF POLICE POWER OR EMINENT DOMAIN, (G)

DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS: (1) NOT KNOWN TO MOSH AND NOT SHOWN BY THE PUBLIC RECORDS BUT KNOWN TO CITY OR DIA AND NOT DISCLOSED IN WRITING BY CITY AND DIA TO MOSH PRIOR TO THE CLOSING, (2) RESULTING IN NO LOSS OR DAMAGE TO MOSH OR (3) ATTACHING OR CREATED SUBSEQUENT TO THE DATE OF THE CLOSING, (H) VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE, (I) ALL MATTERS THAT WOULD BE DISCLOSED BY A CURRENT SURVEY OF THE MUSEUM PARCEL, (J) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE MUSEUM PARCEL, (K) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE MUSEUM PARCEL, OR (L) ANY OTHER MATTER WITH RESPECT TO THE MUSEUM PARCEL, AND SPECIFICALLY, THAT CITY OR DIA HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE, ZONING OR DEVELOPMENT OF REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE MUSEUM PARCEL OF HAZARDOUS MATERIALS (AS DEFINED BELOW). MOSH FURTHER ACKNOWLEDGES THAT MOSH IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE MUSEUM PARCEL AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY CITY OR DIA. AT THE CLOSING MOSH AGREES TO ACCEPT THE MUSEUM PARCEL AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST CITY AND DIA (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE MUSEUM PARCEL OR TO ANY HAZARDOUS MATERIALS ON THE MUSEUM PARCEL. MOSH FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE MUSEUM PARCEL WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT CITY AND DIA HAVE NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKE NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. CITY AND DIA ARE NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE MUSEUM PARCEL, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, OFFICER, EMPLOYEE, AGENT, SERVANT OR OTHER PERSON. MOSH FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LEASE OF THE MUSEUM PARCEL AS PROVIDED FOR HEREIN IS MADE IN AN “AS IS” CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE MUSEUM LEASE RENT HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE MUSEUM PARCEL IS LEASED BY MOSH SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING, TERMINATION OR EXPIRATION OF THIS AGREEMENT.

(d) Hazardous Materials. "Hazardous Materials" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to hazardous or toxic under the common law. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Museum Parcel, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Museum Parcel or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Museum Parcel or adjacent property; or (C) which, if it emanated or migrated from the Museum Parcel, could constitute a trespass.

(e) Environmental Risks. The City, the DIA, and MOSH acknowledge that there are, or may be, certain environmental obligations and risks with respect to the Museum Parcel. Specifically, but without limitation, the parties acknowledge that the Museum Parcel is a "brownfield site" and is subject to a Brownfield Site Rehabilitation Agreement, Site ID #BF160001002, which references Florida Department of Environmental Protection ("FDEP") Consent Order (OGC Case 96-2444) ("Consent Order"), between the FDEP and the City (the "BSRA"), together with various requirements included in or imposed by FDEP's or other agency's approval of plans, reports, petitions, institutional controls, and engineering controls pursuant to the BSRA or other environmental laws, as such requirements now exist or may be added or amended in the future. The parties acknowledge that under the BSRA and Environmental Requirements and other applicable environmental laws and requirements, the Museum Parcel is subject to various requirements including approval of plans, reports, institutional controls, and engineering controls, which requirements may be subject to change by the appropriate regulatory agencies ("BSRA Requirements"). In connection with the BSRA and BSRA Requirements, the following documents, if any, were recorded in the public records of Duval County, Florida and encumber the Museum Parcel: _____ (to be confirmed by title commitment, if left blank none) (collectively, the "BSRA Declaration"). In connection with the construction of the Museum Improvements, MOSH shall comply with the BSRA and BSRA Requirements, and all requirements of the Environmental Requirements, in connection with the Museum Parcel. The City and DIA make no representation or warranty as to whether MOSH's intended use of the Museum Parcel as set forth herein violate or comply with any of the Environmental Requirements. Upon Substantial Completion of the Museum Improvements, neither MOSH nor the City shall take any action in violation of the BSRA and BSRA Requirements. Upon Substantial Completion of the Museum Improvements, and subject to the provisions and limitations of Section 768.28, Florida Statutes, which are not hereby altered, expanded or waived, the City agrees to indemnify, defend and hold MOSH

harmless from any costs, expenses, obligations or claims related to the City's obligations under this Agreement with respect to the lands subject to the BSRA, Environmental Requirements or otherwise with respect to the ownership or operation of the Park Parcel and the Riverwalk Parcel, unless caused by the deliberate acts or omissions of MOSH. Any other provisions of this Agreement to the contrary notwithstanding, upon Substantial Completion of the Project, the City shall be solely responsible for compliance with its obligations under the BSRA. Pursuant to the Museum Lease, MOSH will provide access to the Museum Parcel for any required inspection, investigation, monitoring and other matters related to the BSRA, but shall not be liable for environmental issues applicable to the Museum Parcel except to the extent caused by MOSH or otherwise attributable to the use or occupancy of the Museum Parcel or Joint-Use Park Parcel by MOSH, including liability for any damage caused by MOSH or its contractors during construction of the Museum Improvements.

(f) MOSH Indemnity. MOSH hereby expressly acknowledges that from Commencement of Construction through Substantial Completion, MOSH shall be responsible for the proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the Museum Parcel or in the Museum Improvements in accordance with all Environmental Requirements, including but not limited to the BSRA, Consent Order, and the regulations at 40 C.F.R. Section 61 as authorized under the Clean Air Act and all regulations promulgated or to be promulgated under all other applicable local, state or federal laws, rules or regulations, as same may be amended from time to time. Furthermore, from and after Commencement of Construction, MOSH shall indemnify and hold DIA, the City, and their respective members, officials, officers, employees and agents harmless from and against any and all claims, costs, damages or other liability, including attorney's fees, incurred by DIA, the City, its members, officials, officers, employees and agents as a result of MOSH's failure to comply with the requirements of this Section in connection with MOSH's proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the Museum Parcel. This Indemnification shall survive the Closing and the expiration or earlier termination of this Agreement.

(g) Release. MOSH, on behalf of itself and its heirs, successors and assigns hereby waives, releases, acquits and forever discharges City and DIA, and their respective members, officials, officers, directors, employees, agents, attorneys, representatives, and any other persons acting on behalf of City or DIA and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which MOSH or any of its heirs, successors or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present, or future physical characteristic or condition of the Museum Parcel including, without limitation, any Hazardous Materials in, at, on, under or related to the Museum Parcel, or any violation or potential violation of any Environmental Requirement applicable thereto. Notwithstanding anything to the contrary set forth herein, this release shall survive the Closing, and the termination or expiration of this Agreement.

5.3 **Closing.**

(a) Closing. The closing (the "Closing") shall be held at the offices of DIA's counsel via mail-away closing commencing at 9:00 a.m. and concluding no later than 3:00 p.m. on or before that date designated by DIA, in accordance with Section 4 hereof and after satisfaction of the conditions in Sections 4.1(h) and (i) above, but in no event later than March 1, 2026 (the "Closing Date"), unless the parties mutually agree upon an earlier time or date. It shall be a precondition to Closing that the Jacksonville Jaguars, LLC ("Jaguars") and the City have reached an agreement to reduce or provide substitute parking consistent with the requirements of the lease between the City and the Jaguars dated September 7, 1993, as subsequently amended.

(b) Preconditions to Closing. Prior to Closing and entering into the Museum Lease, MOSH shall have demonstrated it has obtained all Permit Approvals and satisfied the Financing Contingency and has complied with all other requirements of this Agreement.

(c) Possession. Possession of the Museum Parcel shall be delivered to MOSH at the Closing pursuant to the Museum Lease and it shall be a condition to MOSH's obligation to Close that the physical and environmental condition shall not have materially changed after MOSH's Acceptance Date.

(d) Prorations. At Closing, pro-rations of expenses and the apportionment of taxes shall be as follows:

(i) All utilities and all other operating expenses with respect to the Museum Parcel, if any, for the month in which the Closing occurs, and all taxes, if any, and other assessments with respect to the Museum Parcel for the year in which the Closing occurs, shall be prorated as of the date of Closing. MOSH shall be responsible for all property taxes, if any, and other assessments related to the Museum Parcel on and after the Closing Date without adjustment for any changes in assessed values or taxes after the Closing Date.

(ii) The agreements of City, DIA and MOSH set forth in this Section 5.3(c) shall survive the Closing.

(e) Closing Costs. Except as otherwise expressly provided herein, DIA shall pay, on the Closing Date, DIA's attorney's fees. MOSH shall pay, on the Closing Date, the premium for a leasehold title policy, all recording costs, any documentary stamps or intangible taxes owed, and any and all other costs related to any loan obtained by MOSH, the cost of any inspections, the cost of surveys, MOSH's attorney's fees, and all other closing costs except for the above-described closing costs to be paid by DIA.

(f) City/DIA's Obligations at the Closing. At the Closing, DIA shall deliver to MOSH each of the following documents:

(i) Museum Lease. The Parties shall enter into the Museum Lease in the form attached hereto as **Exhibit H**, leasing the Museum Parcel to MOSH and a Memorandum of Museum Lease in the form attached to the Museum Lease.

(ii) Evidence of Authority. Copy of such documents and resolutions as may be acceptable to the Title Company, so as to evidence the authority of the person signing the Museum Lease and other documents to be executed by City at the Closing and the power and authority of City to lease the Museum Parcel to MOSH in accordance with this Agreement.

(iii) Foreign Person. An affidavit of City certifying that City is not a "foreign person", as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended.

(iv) Owner's Affidavit. An executed affidavit or other document reasonably acceptable to the Title Company in issuing the leasehold title policy without exception for the "gap" exception, possible lien claims of mechanics, laborers and materialmen or for parties in possession.

(v) Closing Statement. A closing statement setting forth the allocation of closing costs.

(vi) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of MOSH or its counsel and DIA or its counsel to consummate and enter into the Museum Lease as contemplated herein pursuant to the terms and provisions of this Agreement.

(g) MOSH's Obligations at the Closing. At least ten (10) business days prior to Closing, MOSH shall deliver to DIA the following:

(i) Financing Contingency. Documentary evidence in form and substance satisfactory to the DIA in its reasonable discretion that MOSH has satisfied the Financing Contingency.

(ii) Permit Approvals; Plans and Specifications. All Permit Approvals necessary to Commence Construction of the Museum Improvements have been obtained and the final Plans and Specifications have been approved by the DIA. the City's Department of Public Works, and the City's Department of Parks, Recreation and Community Services.

(iii) Evidence of Authority. Such corporate resolutions, consents and authorizations as DIA may reasonably deem necessary to evidence authorization of MOSH for the lease of the Museum Parcel, the execution and delivery of any documents required in connection with Closing and the taking of all action to be taken by MOSH in connection with Closing.

(iv) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the DIA or its counsel to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

Article 6.
CONSTRUCTION OF MUSEUM IMPROVEMENTS BY MOSH

6.1 **Museum Improvements.**

MOSH shall construct the Museum Improvements in accordance with the terms and conditions of this Agreement, and in accordance with **Exhibit F** attached hereto, respectively, inclusive of the applicable Minimum Requirements as set forth herein. A minimum fifty-foot (50') setback from the St. Johns River on all water-front sides of the Museum Parcel will be required and no portion of the Museum Parcel may encroach within such zone. The City Contribution shall be disbursed on a reimbursement basis with the MOSH Contribution pursuant to the Museum Improvements Costs Disbursement Agreement.

6.2 **Museum Improvements Design and Construction Approval.**

(a) Design of Museum Improvements. MOSH shall at its expense design the Museum Improvements consistent with the design requirements and other requirements as forth on **Exhibit F** attached hereto and incorporated herein by this reference, as well as the requirements of the Downtown Zoning Overlay and adopted design standards. The design of the Museum Improvements may include queueing space for loading and unloading of a maximum of six (6) buses delivering and picking up museum patrons. Surface parking of buses on the Project Parcel shall not be permitted.

(b) DDRB Review and Approval. DDRB is expressly directed to review the design for consistency with the required criteria set forth on **Exhibit F** attached hereto, as well as the Downtown Zoning Overlay and design guidelines. The foregoing criteria and the iconic nature of the proposed facility are material consideration for the DIA's lease of the Museum Parcel. As such, the scope of DDRB's review and evaluation is expanded to ensure the foregoing design criteria are satisfied.

(c) Approval of Plans. Prior to the Commencement of Construction of the Museum Improvements, but no later than December 15, 2025, the City shall have received and approved the plans, specifications and budget (the "Plans") prepared by MOSH's design team for the Museum Improvements. The Plans shall be complete working drawings and specifications, including a full construction bid package for construction of the Museum Improvements, and in connection with the development of the Museum Improvements, MOSH shall follow the applicable permitting, review and approval process as set forth in the Jacksonville Ordinance Code. City representatives shall have access to the Museum Improvements during construction to confirm the Museum Improvements are constructed consistent with the approved Plans.

6.3 **Letter of Credit.**

(a) Prior to commencing any work on the Museum Improvements, MOSH shall provide an irrevocable letter of credit in an amount and containing terms reasonably acceptable to the DIA for the demolition of the Museum Improvements as if constructed to the fifty percent (50%) completed construction level in the event this Agreement and the Museum Lease are terminated prior to Substantial Completion of the Museum Improvements. At such time as the Developer obtains the fifty percent (50%) construction level, the parties agree to amend or replace the irrevocable letter of credit to a dollar amount as necessary for the demolition of the Museum Improvements as if the same were Substantially Complete. The cost for demolition, in each case, shall be the average of no less than two bids received for such work. The cost thereof in each case shall be included in the applicable Budget for the Museum Improvements and paid for by MOSH.

(b) The executed Letter of Credit for the demolition of the Museum Improvements shall be provided to the City prior to Commencement of the Museum Improvements.

6.4 **Compliance with DDRB.**

The Museum Improvements constructed on the Museum Parcel by MOSH shall comply with the DDRB approval of the plans therefor including the requirement of **Exhibit F** and the Downtown Zoning Overlay and all plans and modifications thereof shall be subject to approval by DDRB, or DDRB staff where authorized.

6.5 **Termination of Existing MOSH Lease.**

One hundred eighty days (180) days following the date of Substantial Completion of the Museum Improvements, or such earlier date as mutually agreed upon by the parties (the "Existing MOSH Lease Termination Date"), the City and MOSH shall enter into a termination of lease agreement terminating the Existing MOSH Lease. In addition, MOSH shall cause the sublease between DCSB as sublessor and MOSH as sublessee, as authorized by the DCSB Lease, to terminate on or before the Existing MOSH Lease Termination Date. Prior to termination of the Existing Mosh Lease, MOSH will retain exclusive possession of the premises governed by the Existing MOSH Lease for the purpose of packing and removing non-fixed property belonging to MOSH, immediately following which MOSH will vacate the premises and surrender possession to the City on or before the Existing Mosh Lease Termination Date. Simultaneously with the termination, MOSH shall cause the DCSB to relinquish all interests in the premises. Title to and ownership of all structures and fixtures on the premises by MOSH will pass to the City upon the date following the vacating of the premises by MOSH. Notwithstanding the foregoing, in the event existing grant conditions require that the existing facility remain in operation through 2026, MOSH will comply with such grant requirements or cause the same to be released prior to vacation of the current facility.

6.6 **Termination of DCSB Lease.**

The City shall cause the termination of the DCSB Lease by no later than the Existing MOSH Lease Termination Date.

6.7 **Entitlements.**

The City and the DIA will allocate development rights and mobility fee credits as necessary for the Project at no expense to MOSH. Stormwater Credits will be available for purchase by MOSH in accordance with the ordinance governing the same once the quantity of credits required is known and provided there are Downtown credits available for purchase at such time.

Article 7.
PARK DESIGN PROJECT TO BE UNDERTAKEN BY MOSH

7.1 **Park Design Project.**

Pursuant to the terms and conditions of this Agreement and the Park Design Project Costs Disbursement Agreement, MOSH shall undertake and complete the design and engineering of the Park Design Project. The Park Design Project will be reimbursed by the City on a work performed and invoiced basis in the up-to, maximum amount of $800,000 (the "Park Design Project Costs"), with all cost overruns funded by MOSH, pursuant to the Park Design Project Costs Disbursement Agreement. The Park Design Project will complement and enhance the Museum Improvements, subject to the terms and conditions of this Agreement. The Park Design Project will comply with the requirements of the Downtown Overlay Zone Standards as well as the DDRB's development guidelines, except as may otherwise be approved by the DDRB as allowed by the Jacksonville Ordinance Code, and the Riverwalk Design Criteria as applied to the Riverwalk Improvements by the Director of Parks, Recreation and Community Services. MOSH shall complete or cause to be completed the Park Design Project in accordance with the Performance Schedule set forth in the Park Design Project Costs Disbursement Agreement. The portion of the Park Design Project located between the Museum Improvements and the Bay Street frontage must be designed to comply with the urban open space requirements of the Downtown Overlay Zone Standards.

7.2 **Park Design Project Approval.**

As set forth in the Park Design Project Costs Disbursement Agreement, the design of the Park Design Project shall be subject to the periodic review and approval of the CEO, the Director of the City's Department of Public Works, and the Director of the City's Department of Parks, Recreation and Community Services, in their reasonable discretion.

7.3 **No Warranty by City or DIA**

Nothing contained in this Agreement or any other document attached hereto or contemplated hereby shall constitute or create any duty on or warranty by the City or the DIA

regarding: (a) the accuracy or reasonableness of the Park Design Project budget; (b) the quality or condition of the work; or (c) the competence or qualifications of any third party furnishing services, labor or materials in connection with the design of the Park Design Project. MOSH acknowledges that it has not relied and will not rely upon any experience, awareness or expertise of the City or the DIA, or any City or DIA inspector, regarding the Park Design Project.

Article 8.
CONSTRUCTION OF PARK PROJECT IMPROVEMENTS AND ROADWAY AND UTILITY IMPROVEMENTS BY CITY

8.1 **Construction of Park Project Improvements and Roadway and Utility Improvements by City.**

The City will commence procurement of the design and construction of the Roadway and Utility Improvements within ninety (90) days of the Commencement of Construction of the Museum Improvements, except that the design and construction of the underground utilities shall commence at a later point in time as determined by the City and once commenced, the City will proceed to construct such improvements without any material delays. The Roadway and Utility Improvements shall include the delivery of pavement, electric, water, wastewater, and reuse water utility services to the Museum Parcel as well as facilities for receiving and transporting stormwater from the Project Parcel for management off-site if required or for connecting to the St. Johns River. Construction of the Park Design Project, the Roadway and Utility Improvements and the construction of the Museum Improvements on the Museum Parcel will require coordination and cooperation between the City and MOSH to ensure to the extent reasonably practicable the timely extension of pavement and utility connections between the projects. The City shall use commercially reasonable efforts to Substantially Complete the Park Project Improvements, or such lesser portion thereof as authorized herein and to the extent the Park Improvements can be funded from the funds appropriated by the City for the same, and Roadway and Utility Improvements with the anticipated Substantial Completion of the Museum Improvements, anticipated to be no later than July 31, 2028. The parties agree that final road surfacing may extend and be completed beyond the anticipated July 31, 2028 date. If available and appropriated funding is insufficient to construct all of the Park Project Improvements, the Riverwalk Improvements will be completed first and remaining portions of the Park Project Improvements may be constructed in subsequent phases as determined by City's Parks, Recreation and Community Services Department in its sole discretion. The City shall own the Roadway and Utility Improvements and have all maintenance obligations attendant thereto. Pursuant to the terms and conditions of this Agreement, the City shall procure the plans and specifications (the "Roadway and Utility Plans") for the Roadway and Utility Improvements. The Roadway and Utility Plans shall be complete working drawings and specifications for construction of the Roadway and Utility Improvements. MOSH shall have the opportunity to evaluate the Roadway and Utility Plans as the same are being developed and to provide comments thereto to ensure with reasonable practicality coordination between the City and MOSH in the preparation thereof.

Notwithstanding anything to the contrary in this Agreement, to the extent that lawfully appropriated funds for the Park Project Improvements are deemed insufficient to complete the construction of the same as determined by the Director of Public Works, the City may select and prioritize the construction of different components and elements of the Park Project Improvements, and the failure to construct the entirety of the Park Project Improvements shall not constitute a breach or default of this Agreement.

8.2 **Joint-Use Park Agreement.**

Upon Substantial Completion of the Park Project Improvements in accordance with this Agreement, MOSH and City shall enter into the Joint-Use Park Agreement attached hereto as **Exhibit D**, governing the use and maintenance obligations of the Joint-Use Park Parcel by MOSH.

8.3 **No Warranty by City or DIA**

Nothing contained in this Agreement or any other document attached hereto or contemplated hereby shall constitute or create any duty on or warranty by the City or the DIA regarding: (a) the accuracy or reasonableness of the Park Project Improvements or Park Project Improvements budget; (b) the feasibility or quality of the construction documents for the Park Project Improvements; (c) the quality or condition of the work; or (d) the competence or qualifications of any third party furnishing services, labor or materials in connection with the construction of the Park Project Improvements. MOSH acknowledges that it has not relied and will not rely upon any experience, awareness or expertise of the City or the DIA, or any City or DIA inspector, regarding the aforesaid matters.

Article 9.
RESERVED

9.1 **Reserved.**

Article 10.
THE DEVELOPMENT

10.1 **Scope of Development.**

MOSH shall construct and develop or cause to be constructed and developed, the Museum Improvements, which MOSH is obligated to construct and develop in accordance with the Performance Schedule (subject in all cases to authorized extensions of the applicable Performance Schedules contemplated by this Agreement) and this Agreement. The Museum Improvements will have an aspirational goal of creating an iconic venue. "Iconic" means that the Museum Improvements will be visually dramatic, unique and memorable, and will be designed with the intent to draw visitors from around the Southeast region and serve as an important and enduring landmark contributing to that which defines the City as a distinctive urban center and will remain visually and experientially appealing with the passage of time.

10.2 **Cost of Development.**

Except as otherwise set forth in this Agreement and the Museum Improvements Costs Disbursement Agreement, MOSH shall pay all costs in connection with the design, construction and development of the Museum Improvements in excess of the City Contribution.

10.3 **Approval by Other Governmental Agencies.**

All of the parties' respective rights and obligations under this Agreement are subject to and conditioned upon approval of the Project and all project documents by such other governmental agencies, whether state, local or federal, as have jurisdiction and may be required or entitled to approve them. Notwithstanding any provision of this Agreement to the contrary, neither the City nor the DIA guarantee approval of this Agreement or any aspect of the Project by any government authorities and agencies that are independent of the City.

10.4 **Authority of DIA to Monitor Compliance.**

During all periods of design of the Park Design Project and the design and construction of the Museum Improvements, the CEO of the DIA and the City's Director of Public Works, or their respective designees, shall have the authority to monitor compliance by MOSH with the provisions of this Agreement. Insofar as practicable, the DIA shall coordinate such monitoring and supervising activity with those undertaken by the City so as to minimize duplicate activity. To that end, during the period of construction and with prior notice to MOSH, representatives of the DIA and the City shall have the right of access to the Project Parcel and to every structure on the Project Parcel during normal construction hours.

10.5 **Timing of Completion.**

The Improvements shall be completed substantially in accordance with the terms of this Agreement and the Performance Schedule subject to extension of such timelines pursuant the terms of this Agreement.

10.6 **Construction and Operation Management.**

Except as otherwise expressly provided herein, MOSH shall have discretion and control, free from interference, interruption or disturbance, in all matters relating to the management, development, construction and operation of the Museum Improvements (as the respective obligations of the parties are set forth in this Agreement), provided that the same shall, in any event, conform to and comply with the terms and conditions of this Agreement, and all applicable state and local laws, ordinances and regulations (including, without limitation, applicable zoning, subdivision, building and fire codes). MOSH's discretion, control and authority with respect thereto shall include, without limitation, the following matters:

(a) the construction and design of the Museum Improvements, subject to the express terms and conditions of this Agreement;

(b) the selection, approval, hiring and discharge of engineers, architects, contractors, subcontractors, professionals and other third parties (collectively the "Vendors") on such terms and conditions as MOSH deems appropriate;

(c) the negotiation and execution of contracts, agreements, and other documents with third parties, in form and substance satisfactory to MOSH; and

(d) the preparation of such budgets, cost estimates, financial projections, statements, information, and reports as MOSH deems appropriate.

Article 11.
JSEB PROGRAM

11.1 **Jacksonville Small and Emerging Businesses (JSEB) Program.**

MOSH, in further recognition of and consideration for the public funds provided to assist MOSH pursuant to this Agreement, hereby acknowledge the importance of affording to small and emerging vendors and contractors the full and reasonable opportunity to provide materials and services. Therefore, MOSH hereby agree as follows:

MOSH shall obtain from the City's Procurement Division the list of certified Jacksonville Small and Emerging Businesses ("JSEB"), and shall exercise good faith, in accordance with Municipal Ordinance Code Sections 126.608 et seq., to enter into contracts with City certified JSEBs to provide materials or services in an aggregate amount of not less than One Hundred Seventy-Six Thousand and No/100 ($176,000.00) (the "JSEB Requirement"), with respect to the development activities or operation of the Project over the term of this Agreement.

MOSH shall submit JSEB report(s) regarding their respective actual use of City certified JSEBs on the Project, (i) on the date of any request for City/DIA funds which are payable prior to the Substantial Completion of the Improvements, (ii) upon Substantial Completion of the Museum Improvements. The form of the report to be used for the purposes of this section is attached hereto as **Exhibit O** (the "JSEB REPORTING FORM").

Article 12.
REPORTING

12.1 **Reporting.**

On a quarterly basis as to the status of construction of the Museum Improvements (and with regard to the Fundraising Milestone), MOSH shall submit reports to the DIA regarding the status of construction of the Museum Improvements, the status of the Fundraising Milestone, and all other activities affecting the implementation of this Agreement, including a narrative summary of progress on the Museum Improvements. Samples of the general forms

of these reports are attached hereto as **Exhibit P** (the "Annual Survey"); however, the specific data requested may vary from the forms attached.

MOSH's obligation to submit such reports shall continue until MOSH has complied with all of the terms of this Agreement concerning the Park Design Project and the Museum Improvements and end upon Substantial Completion of the Project.

Within thirty (30) days following a request of the DIA or the City (as applicable), MOSH shall provide the DIA or the City with additional documentation and information relating to this Agreement as reasonably requested by the DIA or the City.

Article 13.
DEFAULTS AND REMEDIES

13.1 **General.**

An "Event of Default" under this Agreement with respect to any portion of the Museum Improvements or the Park Design Project (collectively for the purposes of this Article 13, the "Museum Project"), shall consist of the breach of any covenant, agreement, representation, provision, or warranty (that has not been cured prior to the expiration of any applicable grace period or notice and cure period contained in this Agreement or such other documents, as applicable) contained in: (i) this Agreement; (ii) the documents executed in connection with this Agreement related to the development of the Project Parcel or use thereof; (iii) any default under the Museum Lease or Joint-Use Park Agreement; (iv) any document provided by MOSH to the City or DIA relating to the Museum Project; or (v) any default beyond the applicable cure periods under any and all financing agreements of MOSH relating to any portion of the Museum Project (collectively, the "Project Documents"), and the failure to cure any such breach within the cure periods set forth below.

If any such Event of Default occurs under this Agreement the City may at any time or from time to time proceed to protect and enforce all rights available to the City and DIA under this Agreement with respect to the Museum Project by suit in equity, action at law or by any other appropriate proceeding whether for specific performance of any covenant or agreement contained in this Agreement, or damages, or other relief, or proceed to take any action authorized or permitted under applicable laws or regulations. No occurrence shall constitute an Event of Default until the City has given MOSH written notice of the default and thirty (30) calendar days within which to cure the default. If any default cannot reasonably be cured within the initial thirty (30) calendar days, no Event of Default shall be deemed to occur so long as the defaulting party has commenced and is diligently implementing a cure within such thirty (30) day period and diligently pursues such cure to a conclusion, but in no event longer than one hundred twenty (120) days. Notwithstanding the foregoing, with regard to any defaults under the Performance Schedule, City shall provide MOSH written notice of any such default, and MOSH shall request in writing an extension of time pursuant to Section 4.1 in an amount of time necessary to cure such default. If no time extension is available under Section 4.1, MOSH shall have thirty (30) calendar days within which to cure the default. Also notwithstanding the foregoing, MOSH shall immediately and automatically be in default with

respect to the Museum Project, and the City shall not be required to give MOSH any notice or opportunity to cure such default (and thus the City/DIA shall immediately be entitled to act upon such default), upon the occurrence of any of the following:

(d) Should MOSH make any assignment for the benefit of creditors; or should a receiver, liquidator, or trustee of MOSH of any of MOSH's property be appointed; or should any petition for the adjudication of bankruptcy, reorganization, composition, arrangement or similar relief as to MOSH, pursuant to the Federal Bankruptcy Act or any other law relating to insolvency or relief for debtors, be filed by MOSH; or should MOSH be adjudicated as bankrupt or insolvent; or should MOSH be liquidated or dissolved; or should an involuntary petition seeking to adjudicate MOSH as a bankrupt or to reorganize MOSH be filed against MOSH and remain undismissed for a period of ninety (90) days after the filing date thereof.

(e) In the event MOSH fails to satisfy any performance milestone set forth in Article 4 hereof, the City may immediately terminate this Agreement without the requirement of any notice or cure period.

13.2 **Breach by City.**

No occurrence shall constitute an Event of Default by the City until MOSH has given the City written notice of the default and thirty (30) calendar days within which to cure the default. If any default cannot reasonably be cured within the initial thirty (30) calendar days, no Event of Default shall be deemed to occur so long as the defaulting party has commenced and is diligently implementing a cure within such thirty (30) day period and diligently pursues such cure to a conclusion. If the City commits an Event of Default under this Agreement, MOSH shall have, in addition to the remedies expressly provided herein, all remedies allowed by law or equity; provided, however, that in no event shall the City be liable to MOSH for any punitive, speculative, or consequential damages of any kind.

13.3 **Liens, Security Interests.**

The DIA and City agree and acknowledge that this Agreement does not create any security interest in the Project.

The City is also entitled to prejudgment interest from the date of default.

Article 14.
ANTI-SPECULATION AND ASSIGNMENT PROVISIONS

14.1 **Purpose.**

MOSH represents and agrees that its interests in the Museum Parcel acquired herein and undertakings pursuant to this Agreement are for the purpose of developing the Museum Parcel pursuant to this Agreement and not for speculation in land holding. MOSH further

recognizes, in view of the importance of the development of the Museum Parcel to the general health and welfare of the City.

14.2 **Assignment; Limitation on Conveyance.**

MOSH agrees that it shall not, without the prior written consent of the DIA (which consent may be withheld in the DIA's sole discretion), assign, transfer or convey (i) the Project or any portion thereof, (ii) the Museum Lease or any portion thereof, (iii) this Agreement or any provision hereof, or (iv) a controlling interest in MOSH. Without limiting the foregoing, MOSH may not collaterally assign this Agreement or the Museum Lease or its rights and obligations hereunder or thereunder to any lender providing financing for the Project.

Article 15.
GENERAL PROVISIONS

15.1 **Non-liability of DIA and City Officials.**

No member, official, officer, employee or agent of the DIA or the City shall be personally liable to MOSH or to any person or entity with whom MOSH shall have entered into any contract, or to any other person or entity, in the event of any default or breach by the DIA or the City, or for any amount which may become due to MOSH or any other person or entity under the terms of this Agreement.

15.2 **Force Majeure.**

No party to this Agreement shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities service, lack of transportation, severe weather and other acts or failures beyond the control or without the control of any party that can be shown to directly affect such performance (collectively, a "Force Majeure Event"); provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay and shall be proximately caused by such Force Majeure Event, and in no event shall any of the foregoing excuse any financial liability of a party.

In the event of any delay or nonperformance resulting from such causes, the party affected shall notify the other in writing within seven (7) calendar days of the Force Majeure Event. Such written notice shall describe the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected, and shall describe the actions taken to minimize the impact thereof.

15.3 **Notices.**

All notices to be given hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by an air courier service utilizing return receipts to the parties at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent), and such notices shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, or the date actually received if sent by personal delivery or air courier service, except that notice of a change in address shall be effective only upon receipt.

the DIA and City:

Downtown Investment Authority
117 W. Duval Street, Suite 310
Jacksonville, Florida 32202
Attn: Chief Executive Officer
Email: _____

With a copy to:

City of Jacksonville
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Corporation Secretary
Email: _____

MOSH:

Museum of Science and History of Jacksonville, Inc.
1025 Museum Circle
Jacksonville, FL 32207
Attention: Chief Executive Officer
Email: _____

With a copy to:

Museum of Science and History of Jacksonville, Inc.
1025 Museum Circle, Jacksonville, FL 32207
Attention: Karen Amason, Chief Financial Officer
Email: kamason@themosh.org

15.4 **Time.**

Time is of the essence in the performance by any party of its obligations hereunder.

15.5 **Entire Agreement.**

This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.

15.6 **Amendment.**

This Agreement may be amended by the parties hereto only upon the execution of a written amendment or modification signed by the parties. Notwithstanding the foregoing, the CEO of the DIA is authorized on behalf of the DIA and the City to approve, in his or her sole discretion, any "technical" changes to this Agreement. Such "technical" changes include, without limitation, non-material modifications to legal descriptions and surveys, ingress and egress, easements and rights of way, Performance Schedule (for up to six months by the CEO, and subsequent six months if authorized by the DIA Board) and design standards, as long as such modifications do not involve any increased financial obligation or liability to the City or the DIA.

15.7 **Waivers.**

Except as otherwise provided herein, all waivers, amendments or modifications of this Agreement must be in writing and signed by all parties. Any failures or delays by any party in insisting upon strict performance of the provisions hereof or asserting any of its rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights or remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by any other party.

15.8 **Indemnification.**

MOSH shall indemnify, hold harmless and defend the City of Jacksonville, DIA and their respective members, officials, officers, employees and agents from and against, without limitation, any loss, claim, suit, action, damage, injury, liability, fine, penalty, cost, and expense of whatsoever kind or nature (including without limitation court, investigation and defense costs and reasonable expert and attorneys' fees and costs) related to any suits and actions of any kind brought against the City, DIA and their respective members, officials, officers, employees and agents or other damages or losses incurred or sustained, or claimed to have been incurred or sustained, by any person or persons arising out of or in connection with: (i) any breach of any representation or warranty of MOSH, contained or provided in connection with this Agreement; (ii) any breach or violation of any covenant or other obligation or duty

of MOSH under this Agreement or under applicable law; (iii) any negligent act, error or omission, or intentionally wrongful conduct on the part of MOSH or those under its control that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to MOSH's performance under this Agreement or relating to the Project, except to the extent cause by the negligence of the City or DIA. Nothing contained in this paragraph shall be construed as a waiver, expansion or alteration of the City's sovereign immunity beyond the limitations stated in Section 768.28, Florida Statutes.

This indemnification shall survive the expiration or termination (for any reason) of this Agreement and remain in full force and effect. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to this Agreement or otherwise. The terms "City" and "DIA" as used in this Section 15.8 shall include all officers, officials, board members, City Council members, employees, representatives, agents, successors and assigns of the City and the DIA, as applicable.

15.9 **Severability.**

The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall not affect any other provisions of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15.10 **Compliance with State and Other Laws.**

In the performance of this Agreement, MOSH must comply with any and all applicable federal, state and local laws, rules and regulations, as the same exist and may be amended from time to time. Such laws, rules and regulations include, but are not limited to, Chapter 119, Florida Statutes, (the Public Records Act) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

15.11 **Non-Discrimination Provisions.**

In conformity with the requirements of Section 126.404, *Ordinance Code*, MOSH represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Agreement. MOSH agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Agreement; *provided however*, that MOSH shall not be required to produce for inspection records covering periods of time more than one (1) year

prior to the day and year first above written. MOSH agrees that, if any of its obligations to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Section 15.11 shall be incorporated into and become a part of the subcontract.

15.12 **Contingent Fees Prohibited.**

In conformity with Section 126.306, *Ordinance Code*, MOSH warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for MOSH, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for MOSH, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, the City and DIA shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

15.13 **Ethics.**

MOSH represents that it has reviewed the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Ordinance Code*.

15.14 **Conflict of Interest.**

The parties will follow the provisions of Section 126.110, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same.

15.15 **Public Entity Crimes Notice.**

The parties are aware and understand that a person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business in excess of $35,000.00 with any public entity for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

15.16 **Survival.**

Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement and remain in effect. Without limiting the foregoing, all obligations for the payment of fees or other sums accruing up to the expiration or termination of this Agreement and all provisions

relating to the City's right to conduct an audit shall survive the expiration or termination of this Agreement.

15.17 **Incorporation by Reference.**

All exhibits and other attachments to this Agreement that are referenced in this Agreement are by this reference made a part hereof and are incorporated herein by this reference.

15.18 **Order of Precedence.**

In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached hereto or of any amendment, the priority, in decreasing order of precedence shall be: 1) any fully executed amendment; 2) provisions in this Agreement; and 3) exhibits to this Agreement.

15.19 **Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Delivery of a counterpart by electronic means shall be valid for all purposes.

15.20 **Independent Contractor.**

In the performance of this Agreement, MOSH will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer or association of the City or the DIA. MOSH and their respective employees or agents shall be solely responsible for the means, method, technique, sequences and procedures utilized by MOSH in the performance of this Agreement.

15.21 **Retention of Records/Audit**

MOSH agrees:

(a) To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the City under this Agreement.

(b) To retain, with respect to the Project, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of six (6) years after completion of the date of final payment by the City under this Agreement with respect to the Project. If an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no additional cost to the City.

(c) Upon demand, at no additional cost to the City, to facilitate the duplication and transfer of any records or documents during the required retention period.

(d) To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by personnel duly authorized by the City, including but not limited to the City Council Auditors.

(e) At all reasonable times for as long as records are maintained, to allow persons duly authorized by the City, including but not limited to the City Council Auditors, full access to and the right to examine any of MOSH's contracts and related records and documents relevant to this Agreement, regardless of the form in which kept.

(f) To ensure that all related party transactions are disclosed to the City.

(g) To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments of this Agreement.

(h) To permit persons duly authorized by the City, including but not limited to the City Council Auditors, to inspect and copy any records, papers, documents, facilities, goods and services of MOSH which are relevant to this Agreement, and to interview any employees and subcontractor employees of MOSH to assure the City of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the City will deliver to MOSH a written report of its findings and request for development by MOSH of a corrective action plan where appropriate. MOSH hereby agrees to timely correct all deficiencies identified in the corrective action plan.

(i) Additional monies due as a result of any audit or annual reconciliation shall be paid within thirty (30) days of date of the City's invoice.

(j) Should the annual reconciliation or any audit reveal that MOSH owe the City or DIA additional monies, and MOSH do not make restitution within thirty (30) days from the date of receipt of written notice from the City, then, in addition to any other remedies available to the City, the City may terminate this Agreement, solely at its option, by written notice to MOSH.

15.22 **Non-merger.**

None of the terms, covenants, agreements or conditions set forth in this Agreement shall be deemed to be merged with any lease or other agreement with respect to the Project Parcel.

15.23 **Exemption of City and DIA.**

Neither this Agreement nor the obligations imposed upon the City or DIA hereunder shall be or constitute an indebtedness of the City or DIA within the meaning of any constitutional, statutory or charter provisions requiring the City to levy ad valorem taxes, or a lien upon any properties of the City or DIA. Payment or disbursement by the City or DIA of the City Contribution hereunder are subject to and contingent upon the availability of lawfully

appropriated funds. If funds are not available pursuant to a lawful appropriation thereof by the City Council or DIA Board, this Agreement shall be void and the parties shall have no further obligations hereunder.

15.24 **Parties to Agreement; Successors and Assigns.**

This is an agreement solely between the DIA, the City and MOSH. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any person not a party hereto. Subject to the limitations contained in Section 14.2, this Agreement shall be binding upon and benefit MOSH, and MOSH's successors and assigns, and shall be binding upon and benefit of the City and DIA, and their successors and assigns. However, MOSH except as contemplated in Section 14.2, shall not assign, transfer or encumber its rights or obligations hereunder or under any document executed in connection herewith without the prior written consent of the City and the DIA, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, MOSH may assign, transfer or encumber its rights or obligations hereunder or under any document executed in connection herewith to an entity in which the principals of MOSH have a controlling interest without the prior written consent of City and the DIA; provided, however, that no such assignment, transfer or conveyance shall release MOSH from any liability or obligation hereunder.

15.25 **Venue; Applicable Law.**

The rights, obligations and remedies of the parties specified under this Agreement shall be interpreted and governed in all respects by the laws of the State of Florida. All legal actions arising out of or connected with this Agreement must be instituted in the Circuit Court of Duval County, Florida, or in the U.S. District Court for the Middle District of Florida, Jacksonville Division. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement.

15.26 **Civil Rights.**

MOSH agrees to comply with all of the terms and requirements of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, and the antidiscrimination provisions of Chapter 126, Part 4, of the City Ordinance Code, and further agrees that in its operation under this Agreement it will not discriminate against anyone on the basis of race, color, age, disability, sex or national origin.

15.27 **Further Assurances.**

Each party to this Agreement will, on request of any other party,

(a) promptly correct any defect, error or omission herein;

(b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts reasonably deemed necessary, desirable or proper by such requesting party to carry out the purposes of this Agreement and to identify and subject to the

liens of this Agreement any property intended to be covered thereby, including any renewals, additions, substitutions replacements, or appurtenances to the Project Parcel;

(c) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts reasonably deemed necessary, desirable or proper by the requesting party to carry out the purposes of this Agreement.

15.28 **Exhibits.**

In the event of a conflict between any provisions of this Agreement and any exhibit attached to or referenced in this Agreement, the provisions of this Agreement shall govern.

15.29 **Construction.**

All parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. MOSH further acknowledges that it has had ample time to review this Agreement and related documents with counsel of its choice. Any doubtful or ambiguous provisions contained herein shall not be construed against the party who drafted the Agreement. Captions and headings in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

15.30 **Further Authorizations.**

The parties acknowledge and agree that the Mayor of the City, or his designee, and the City's Corporation Secretary and the Chief Executive Officer of DIA, or their respective designees, are hereby authorized to execute any and all other contracts and documents and otherwise take all necessary action in connection with this Agreement.

15.31 **Estoppel Certificate.**

Within ten (10) days after request therefor from either MOSH, or from the City or DIA to MOSH, MOSH, City and DIA, as applicable, agree to execute and deliver to the applicable parties, or to such other addressee or addressees as MOSH or City or DIA may designate (and any such addressee may rely thereon), a statement in writing certifying (if true) that this Agreement as it relates to the Project is in full force and effect and unmodified or describing any modifications; that MOSH (or City or DIA, as applicable) has performed all of its obligations under this Agreement arising prior to the date of the certificate, and making such other true representations as may be reasonably requested by MOSH or City or DIA, as applicable.

15.32 **Attorney's Fees.**

Except as otherwise specifically set forth herein, each party shall be responsible for its own attorneys' fees and costs in connection with any legal action related to this Agreement.

IN WITNESS WHEREOF, this Agreement is executed the day and year above written.

ATTEST:

By:_____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By:_____
Donna Deegan, Mayor

WITNESS:

_____
Print Name:_____

_____
Print Name:_____

DOWNTOWN INVESTMENT AUTHORITY

By: _____
Lori N. Boyer, CEO

MOSH

WITNESS:

_____
Print Name:_____

_____
Print Name:_____

MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC. a Florida not-for-profit company

By: _____
Dr. Alistair Dove
Chief Executive Officer

Form Approved:

_____
Office of General Counsel

Encumbrance and funding information for internal City use:

Account or POA Number: _____

1Cloud Account for Certification of Funds	Amount

This above stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one (1) or more subsequently issued purchase order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the *Jacksonville Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Contract; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

_____
Director of Finance
City Contract Number: _____

LIST OF EXHIBITS

Exhibit A	Project Parcel
Exhibit B	Budget
Exhibit C	City Park Parcel
Exhibit D	Joint-Use Park Agreement
Exhibit E	Joint-Use Park Parcel
Exhibit F	Museum Improvements
Exhibit G	Museum Improvements Costs Disbursement Agreement
Exhibit H	Museum Lease
Exhibit I	Museum Parcel
Exhibit J	Park Project Improvements
Exhibit K	Riverwalk Design Criteria
Exhibit L	Riverwalk Improvements
Exhibit M	Riverwalk Parcel
Exhibit N	Roadway and Utility Improvements
Exhibit O	JSEB Reporting Form
Exhibit P	Annual Survey

EXHIBIT A

Project Parcel

A PART OF THE E. HUDNALL GRANT, SECTION 50, TOWNSHIP 2 SOUTH, RANGE 26 EAST, ANO THE E. HUDNALL GRANT, SECTION 45, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA ALSO BEING A PORTION OF THE EAST PARCEL AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 15385, PAGE 1174 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST BAY STREET (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE CENTERLINE OF HOGAN'S CREEK, AS ESTABLISHED BY AGREEMENT RECORDED IN DEED BOOK 59, PAGE 792 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 20·09' 40" WEST, ALONG LAST SAID CENTERLINE AND SAID RIGHT OF WAY LINE, 25.05 FEET; THENCE DEPARTING SAID CENTERLINE AND CONTINUING ALONG SAID RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCE: COURSE NO. 1: SOUTH 73'35'20" EAST, 78.23 FEET TO THE POINT OF BEGINNING: COURSE NO. 2: CONTINUE SOUTH 73·35·20" EAST 33.25, FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 270.00 FEET; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE AN ARC DISTANCE OF 112.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 61.42'00" EAST, 111.25 FEET; COURSE NO 4: SOUTH 49.48'41" EAST, 208.75 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1300.00 FEET; COURSE NO. 5: ALONG AND AROUND THE ARC OF LAST CURVE AN ARC DISTANCE OF 222.90 FEET TO A POINT ON LAST SAID CURVE,. LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54'43'24" EAST, 222.63 FEET. LAST SAID POINT ON A CURVE LYING AT AN INTERSECTION WITH A NORTHEASTERLY PROLONGATION OF A LINE ON THE SOUTHERLY BOUNDARY OF AFORESAID EAST PARCEL; THENCE SOUTH 15·59'05" WEST, ALONG SAID PROLONGATION ANO SOUTHERLY BOUNDARY, 541.35 FEET; THENCE IN A WESTERLY DIRECTION ALONG LAST SAID SOUTHERLY BOUNDARY THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: NORTH 67'52'25" WEST, 94.00 FEET; COURSE NO. 2: NORTH 83.05'25" WEST, 48.00 FEET; COURSE NO. 3: NORTH 26'01 '55" WEST, 45.16 FEET; COURSE NO. 4: NORTH 85'31 '25" WEST, 230.60 FEET; COURSE NO. 5: NORTH 59·19'25" WEST, 31.10 FEET TO AN INTERSECTION WITH THE WESTERLY BOUNDARY OF AFORESAID EAST PARCEL; THENCE NORTH 4·27'35" EAST, ALONG LAST SAID WESTERLY BOUNDARY 409.67 FEET; THENCE NORTH 10·53'25" WEST, CONTINUING ALONG LAST SAID WESTERLY BOUNDARY 46.06 FEET; THENCE NORTH 04'21' 11'' WEST, 54.46 FEET; THENCE NORTH 17'43' 48" EAST, 238. 4 7 FEET TO AFORESAID SOUTHERLY RIGHT OF WAY LINE OF BAY STREET AND THE POINT OF BEGINNING.

CONTAINING 7.23 ACRES MORE OR LESS.

EXHIBIT B

Budget

(Preliminary Budget estimates for Museum Improvements shall be attached hereto once prepared; the final, line-item budget of Direct Costs for the Museum Improvements not to exceed project total to be substituted when approved by Department of Public Works and DIA when final plans are approved)

EXHIBIT C

City Park Parcel

A PART OF THE H. HUDNALL GRANT, SECTION 50, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA ALSO BEING A PORTION OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 15385, PAGE 1174 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST BAY STREET (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE CENTERLINE OF HOGAN'S CREEK, AS ESTABLISHED BY AGREEMENT RECORDED IN DEED BOOK 59, PAGE 792 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 20·09'40" WEST, ALONG LAST SAID CENTERLINE AND SAID RIGHT OF WAY LINE, 25.05 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID CENTERLINE AND CONTINUING ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 73'35'20" EAST 111.48 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 270.00 FEET; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE AN ARC DISTANCE OF 89. 99 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64'02'27" EAST, 89.57 FEET; THENCE SOUTH 15'22'1 O" WEST, 283.43 FEET; THENCE SOUTH 04'56'53" WEST, 254. 79 FEET; THENCE SOUTH 02•24'27" WEST, 84.05 FEET; THENCE SOUTH 73"38'7 7" EAST, 256.69 FEET; THENCE NORTH 15·31 ·11" EAST, 99.49 FEET; THENCE SOUTH 73"38'12" EAST, 41.83 FEET; THENCE NORTH 15'59'05" EAST, 169.32 FEET: THENCE SOUTH 73"57'45" EAST, 50.00 FEET TO AN INTERSECTION WITH A NORTHERLY PROLONGATION OF SOUTHERLY BOUNDARY OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 15385 PAGE 1174, (EAST PARCEL) OF THE CURRENT PUBLIC RECORDS; THENCE SOUTH 15·59'05" WEST, ALONG LAST SAID NORTHERLY PROLONGATION AND SOUTHERLY BOUNDARY 360.30 FEET: THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: NORTH 67'52'25" WEST, 94.00 FEET; COURSE NO. 2: NORTH 83'05'25" WEST, 48.00 FEET; COURSE NO. 3: NORTH 26'01 '55" WEST, 45.16 FEET; COURSE NO. 4: NORTH 85'31'25" WEST, 230.60 FEET; COURSE NO. 5: NORTH 69'19'25" WEST, 31.10 FEET TO AN INTERSECTION WITH THE WESTERLY BOUNDARY OF LAST SAID LANDS; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: NORTH 04"27' 35" EAST, 409.67 FEET; COURSE NO. 2: NORTH 70'58'25"' WEST, 46.06 FEET; COURSE NO. 3: NORTH 37'45'25"' WEST, 93.88 FEET; COURSE NO. 4: NORTH 10"32'05"' EAST, 61.67 FEET; COURSE NO. 5: NORTH 35·27'55"' WEST, 24.50 FEET TO AN INTERSECTION WITH AFORESAID CENTERLINE OF HOGAN'S CREEK; COURSE NO. 6: NORTH 20'09'40'" EAST, ALONG LAST SAID LINE, 159.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.28 ACRES MORE OR LESS.

EXHIBIT D

JOINT-USE PARK AGREEMENT

THIS JOINT-USE PARK AGREEMENT (hereinafter "Agreement") is entered into this day of _____, 202_, ("Effective Date") by and between the **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida (the "City"), and **MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC.**, a Florida not-for-profit corporation **(**hereinafter "MOSH").

WITNESSETH:

WHEREAS, the City, the Downtown Investment Authority (the "DIA") and MOSH have entered into that certain Redevelopment Agreement dated _____, 2023 (the "Redevelopment Agreement") pertaining to the redevelopment of approximately 7.23 acres of City-owned real property (the "Project Parcel"), as more particularly set forth in the Redevelopment Agreement;

WHEREAS, the DIA has leased to MOSH an approximately 2.5 acre portion of the Project Parcel (the "Museum Parcel") as shown on **Exhibit A** attached to the Ground Lease, pursuant to and more particularly described in that certain Ground Lease between the DIA and MOSH dated _____, 202_ (the "Ground Lease") on which the Museum of Science and History is located (the "Museum");

WHEREAS, the City has agreed to allow MOSH certain use rights as set forth herein related to use of a City Park which is an approximately 1.5 acre part of the Project Parcel, which is contiguous to the Museum Parcel and is more particularly described on **Exhibit A** and is referenced as the "Partnership Parcel" therein, comprised of two parcels, one located on the northwestern boundary of the Museum Parcel (the "North Joint-Use Park Parcel" and a second parcel located along the southern boundary of the Museum Parcel (the "South Joint-Use Park Parcel") on which certain Joint-Use Facilities (as hereinafter defined) have been constructed; the North Joint-Use Park Parcel and the South Joint-Use Park Parcel are collectively referred to herein as the "Joint-Use Park Parcel";

WHEREAS, MOSH desires to use the Joint-Use Park Parcel and the Joint-Use Facilities to provide certain programs and activities to the community;

WHEREAS, the City has agreed to permit MOSH to use the Joint-Use Park Parcel and the Joint-Use Facilities subject to the terms and conditions of this Agreement; and

WHEREAS, MOSH's use of the Joint-Use Park Parcel and the Joint-Use Facilities serves a public purpose and benefits the citizens of Jacksonville, Duval County, Florida and its surrounding areas;

NOW, THEREFORE, for and in the consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, including, but not limited to, the covenants, conditions and terms hereof, the sufficiency and receipt of said good and valuable consideration being herewith acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth herein are accurate, correct and true and incorporated herein by this reference.

2. Definitions. As used in this Agreement, the words defined immediately below shall have the meaning stated next to same. Words imparting the singular number include the plural number and vice versa, and the male gender shall include the female gender and vice versa unless the context clearly requires otherwise.

a. "Governmental Requirement" means any permit, law, statute, code, rule, regulation, ordinance, order, judgment, decree, writ, injunction, franchise, condition, certificate, license, authorization, policy, or other direction or requirement of any federal, state, county or municipal government or any of their respective departments, bureaus, boards, commissions and officials with jurisdiction over the City, MOSH, the Joint-Use Park Parcel and/or the Joint-Use Facilities, whether now existing or in the future enacted, promulgated, adopted, entered, or issued, both within and outside the present contemplation of the respective parties to this transaction.

b. "Joint-Use Facilities" mean the portion of the Park Project Improvements (as defined in the Redevelopment Agreement) constructed on the Joint-Use Park Parcel by the City.

c. "Program Activity" means an activity conducted by MOSH on the Joint-Use Park Parcel utilizing the improvements and related facilities constructed thereon that are uniquely educational in nature and are primarily to be used for programs and activities with an educational focus on science, history, technology, engineering, art and/or mathematics.

d. "Museum Activity" means a Program Activity and/or a Non-Program Activity.

e. "Non-Program Activity" means any activity conducted by MOSH on the Joint-Use Park Parcel utilizing improvements and facilities thereon that is not a Program Activity.

f. "Restricted Park Area" means an approximately twenty percent (20%) portion of the South Joint-Use Park Parcel, as shown on the site plan attached hereto as **Exhibit B**.

g. "Year" means each consecutive twelve (12) month period during the Term commencing on the Effective Date.

3. Term. The term of this Agreement shall commence on the Effective Date and continue until the Expiration Date. The "Expiration Date" shall mean the last day of the Term of the Ground Lease, whether by expiration or earlier termination.

4. MOSH Use of Joint-Use Park Parcel.

a. Restricted Park Area. The Joint-Use Park Parcel shall remain generally open and available for public use as a park. The foregoing to the contrary notwithstanding, however, MOSH shall have the right to program and restrict access to the Restricted Park Area for private or ticketed events upon prior written notice of not more than one hundred eighty (180) and not less than thirty (30) calendar days to the City's Parks and Recreation Department, provided no other event is then scheduled using the Restricted Park Area. When MOSH is utilizing the Restricted Park

Area pursuant to this paragraph, said area may be set off from the rest of the Joint-Use Park Parcel through the use of temporary barriers. The total time reserved by MOSH for use of the Restricted Park Area may not exceed eighty percent (80%) of time between the hours of 6 a.m. to 10 p.m. on a monthly basis, and at all other times, the Restricted Park Area remains open for public use.

b. Remainder of Joint-Use Park Parcel. MOSH shall have the right on a first come first serve basis to program portions of the Joint-Use Park Parcel (exclusive of the Restricted Park Area) for events upon prior written notice not exceeding ninety (90) calendar days and of not less than thirty (30) calendar days to the City's Parks and Recreation Department from 5:00 p.m. Friday through 10:00 p.m. Sunday, plus up to 16 hours per week any other times of the week, provided, however, that the Joint-Use Park Parcel remains open to the public. In no event shall the Joint-Use Park Parcel (other than the Restricted Park Area) be temporarily or permanently gated, fenced or access otherwise restricted to require entry through the Museum.

c. Notice; Reservations. MOSH's right to conduct a Museum Activity on the Joint-Use Park Parcel shall be conditioned upon the requirements set forth in subparagraphs (a) and (b) above, and provided the applicable portion of the Joint-Use Park Parcel shall not have been previously reserved for other use by a member of the public or the City. The Director of the Parks and Recreation Department may waive the foregoing notice requirement in his or her discretion for good cause shown by MOSH.

d. Maintenance of Joint-Use Park Parcel. MOSH shall be responsible for routine maintenance of the Joint-Use Park Parcel and the facilities thereon, other than capital repairs and replacements, and may establish rules for its use during Museum Activities consistent with the terms of this Agreement. MOSH shall be responsible for trash removal in connection with its use of the Restricted Park Area. MOSH shall include the Joint-Use Park Parcel within its insurance coverage for all MOSH programs, sponsored or private events.

e. Joint-Use Park Parcel Access Restrictions. Except as provided herein, the Joint-Use Park Parcel, subject to coordination with the Parks and Recreation Department, shall be publicly accessible in accordance with applicable City Park rules for the Riverwalk and adjacent parks space.

f. Conditions to Museum Activities. The City may require that MOSH enter into a supplemental use agreement with the City addressing matters not covered by this Agreement that are customarily addressed between users and owners with respect to a Museum Activity (each, a "Supplemental Use Agreement"). Such Supplemental Use Agreement shall include, without limitation, the following provisions: (i) an agreement by MOSH to, and to cause any third party involved in a Non-Program Activity to, indemnify, defend, protect, and hold harmless the Indemnified Parties (as hereinafter defined) from and against any and all Losses (as hereinafter defined) of any nature resulting from, arising out of or in connection with the Non-Program Activity or the use of the Joint-Use Park Parcel on or in connection with the Non-Program Activity; (ii) a requirement that MOSH and all MOSH Parties (as hereinafter defined) comply with generally applicable policies established by the City for the Joint-Use Park Parcel, including those regarding security, access and operations; (iii) a requirement that any third-party promoter or organizer of a Non-Program Activity obtain and provide the City with evidence at least ten (10) days' prior to the scheduled Non-Program Activity that it has obtained insurance with respect to the Non-Program Activity acceptable to the City in its reasonable discretion, which insurance shall name the City, the DIA and their respective members, officials, officers, employees and agents as an additional insureds; and (iv) such other terms as MOSH and the City mutually agree upon.

g. Signage. MOSH shall not be permitted to install any signage on the Joint-Use Park Parcel other than temporary signage related to a particular Museum Activity, provided that such temporary signage does not cover any fixed signage or cause any damage to City property. Such signage shall be removed at the end of such Museum Activity.

h. Fees. MOSH may charge fees and impose other reasonable restrictions on attendance at any Museum Activity occurring within the Restricted Park Area, provided that the same are applied in a uniform and nondiscriminatory manner and in compliance with the terms and conditions of this Agreement. Other than in the Restricted Park Area during a MOSH reserved event, the purchase of an admission ticket to the Museum shall not be required as a condition for any member of the public to participate in any Program Activity on the Joint-Use Park Parcel. Notwithstanding the foregoing, fees for materials may be charged by the Museum to participants in a Program Activity.

i. Use. Notwithstanding anything herein to the contrary, MOSH shall not use, or permit the use of, any portion of the Joint-Use Park Parcel for any use other than the Museum Activities permitted hereunder.

5. City Use of Joint-Use Park Parcel. Subject to MOSH's rights expressly set forth in Section 4 above, the City shall have the exclusive right and authority to use, operate, manage, schedule, coordinate, control, and supervise the Joint-Use Park Parcel, the facilities thereon and the operation and management thereof, all in accordance with the terms and provisions of this Agreement.

6. Public Access. MOSH understands and agrees that the Joint-Use Park Parcel and the facilities thereon are for the use and enjoyment of the public and shall be open, accessible, and available for the public's general use 24 hours per day, 7 days a week, 365 days a year, or otherwise in accordance with the City's regulations for City parks generally without restriction or interference, subject to MOSH's rights expressly set forth in Section 4 above.

7. Responsibilities of MOSH.

a. Cost of Museum Activities. MOSH shall be solely responsible for all costs related to the Museum Activities including any operational costs and permitting costs for the Non-Program Activities.

b. Compliance with Governmental Requirements. MOSH agrees at its sole cost and expense to comply with and be in compliance at all times in all material respects with such Governmental Requirements as are applicable to the Museum Activities. Without limiting the foregoing, MOSH shall be responsible for obtaining all licenses, permits, inspections and other approvals necessary for the Museum Activities.

c. Maintenance and Repair of Joint-Use Park Parcel and Joint-Use Facilities. Subject to the City's obligations set forth in Section 8 of this Agreement, MOSH at its sole expense, shall, keep, maintain, repair and replace as necessary all portions of the Joint-Use Park Parcel and all improvements and facilities located thereon, including without limitation the Joint-Use Facilities, and all furnishings, equipment, fixtures and machinery situated thereon, the landscaping, pavement, parking facilities, sidewalks, curbs and driveways, as necessary to keep all of the foregoing in first-class condition and repair consistent with the quality and condition of the

Museum.

d. Post-Activity Responsibilities. MOSH shall, at its sole expense, at the end of each Museum Activity leave the Joint-Use Park Parcel and the facilities thereon in clean condition, good order and free from rubbish and debris.

e. Security. MOSH shall be solely responsible for providing any and all security related to the Museum Activities and City shall have no responsibility or liability therefor.

f. Annual Report. On or before January 31st of each calendar year during the Term, MOSH shall deliver to the City a written report in form satisfactory to the City setting forth in reasonable detail the Museum Activities that occurred during the prior calendar year. If MOSH's annual report to the City's Cultural Council includes such information, the City shall accept the same as compliance with this section.

8. Responsibilities of the City. The City shall, at its expense, strive to make all capital repairs and replacements, subject to available budget appropriations, required to maintain the Joint-Use Park Parcel and/or the facilities thereon in first-class condition and repair; provided that, MOSH shall, at its sole cost and expense, repair any damage arising out of (i) a Museum Activity, and/or (ii) the negligence or willful misconduct of MOSH or any of its employees, contractors, subcontractors, invitees, patrons, agents, or representatives (collectively and including MOSH, the "MOSH Parties").

9. Closure. Notwithstanding anything in this Agreement to the contrary, the City has the right to gate or otherwise block MOSH's access to the Joint-Use Park Parcel and the facilities thereon in the event of an emergency or as otherwise recommended by the Jacksonville Sheriff's Office, or at such times as the City deems necessary for undertaking any maintenance or repair responsibilities. The City shall endeavor to use reasonable efforts to minimize, to the extent reasonably practicable, interference with the Museum Activities, and shall provide MOSH with reasonable advance notice (except in emergency situations) of such action, however, the City shall not have any liability to MOSH for any damages or losses on account of any such action or inaction.

10. Assignment. MOSH shall not transfer, hypothecate, mortgage, pledge, assign or convey this Agreement or any of its rights, title or interests in, to or arising under this Agreement, without the prior consent of the City which consent may be withheld in the City's sole discretion.

11. Non-discrimination. MOSH shall not discriminate against any person on the basis of race, creed, color, sex, religion, ethnic or national origin, age, marital status or disability in the use of the Joint-Use Park Parcel and the facilities thereon.

12. Insurance.

a. City Self-Insurance. The City is self-insured, and its obligations with respect thereto are controlled by the provisions and limitations of § 768.28, Florida Statutes, the provisions of which are not altered, expanded or waived.

b. MOSH Insurance. MOSH shall maintain insurance coverage of the types and amounts set forth in **Exhibit C** attached hereto and incorporated herein by reference, and comply with the terms and conditions thereof.

13. Indemnity. MOSH covenants and agrees that the City shall not be liable for any injuries or damages to persons or property from any cause whatsoever by reason of the use, occupation, control or enjoyment of the Joint-Use Park Parcel and the facilities thereon by MOSH or any of the MOSH Parties. MOSH shall indemnify, defend and hold harmless the City, the DIA, and their respective members, officers, officials, employees, agents and representatives (the "Indemnified Parties") from any and all losses, costs, liens, claims, causes of action, liability, damages and expenses (including court costs and reasonable attorneys' fees) ("Losses") arising out of or related to the Museum Activities or any personal injury (whether mental or corporeal) or property damage incurred in connection with, or arising in any way from, the use of the Joint-Use Park Parcel by MOSH or any of the MOSH Parties, except to the extent caused by the gross negligence or willful misconduct of the City. This indemnity does not alter, amend or expand the parameters of Section 768.28, Florida Statutes. MOSH, at MOSH's expense, agrees to employ legal counsel chosen by the City to defend any action against the City for which any claim shall be made for injuries or damages commenced against the City by reason of the foregoing. If MOSH contracts with contractors or subcontractors in any way related to the Joint-Use Park Parcel, MOSH shall require said contractors and subcontractors to comply with the indemnity requirements attached hereto as **Exhibit D**. This paragraph shall survive any termination of this Agreement.

14. Casualty. In the event of a casualty that damages or destroys any of the facilities on the Joint-Use Park Parcel, the City and MOSH shall jointly work to take the necessary steps to secure the Joint-Use Park Parcel and remove any safety hazards on the Joint-Use Park Parcel as a result of such casualty. Thereafter, MOSH shall commence to repair and restore all of the facilities for Non-Program Activities, if any, and the City shall commence to repair and restore all facilities for Program Activities, within ninety (90) days after the date of such damage or destruction. MOSH and the City, as applicable, shall proceed with reasonable diligence to restore such facilities to a condition comparable to that existing prior to such damage or destruction.

15. Title. Title to the Joint-Use Park Parcel, the Joint-Use Facilities and all other facilities thereon shall remain vested with the City, subject to the covenants, conditions and terms of this Agreement, and MOSH shall have no ownership or leasehold interest in the Joint-Use Park Parcel, the Joint-Use Facilities or any other facilities thereon. Any improvements made to the Joint-Use Park Parcel, the Joint-Use Facilities and/or all other facilities thereon shall be vested with the City which shall have fee title thereto. Notwithstanding the foregoing, no furnishings, furniture, fixtures, equipment or other personal property placed by MOSH on or within the Joint-Use Park Parcel during the period of a Museum Activity shall be the City's property (unless such property is permanently affixed to the Joint-Use Park Parcel, the Joint-Use Facilities or the other facilities thereon), but shall be the property of MOSH.

16. Default. Each of the following shall be deemed an "Event of Default" under this Agreement:

a. If MOSH shall default or fail in the performance of a covenant or agreement on its part to be performed in this Agreement, and such default shall not have been cured for a period of ten (10) days after receipt by MOSH of written notice of said default from the City; provided that if such default or failure cannot, with due diligence, be cured within ten (10) days, MOSH shall have an additional period (not to exceed sixty (60) days) as may be necessary to cure the same provided that MOSH continuously proceeds with due diligence to complete such cure (it being intended that at any time MOSH is not continuously proceeding with due diligence to complete such cure it shall be an immediate Event of Default); or

b. If MOSH shall have defaulted or failed in the performance of a covenant or agreement on its part to be performed in this Agreement and notice has been previously given by the City to MOSH of the same default or failure two (2) times or more in the preceding twelve (12) months, then notwithstanding anything to the contrary in this Section 14, the City may in its sole discretion declare such default or failure to be an immediate Event of Default hereunder not subject to any notice or cure period; or

c. If MOSH shall default under the Redevelopment Agreement or the Ground Lease; or

d. If MOSH shall be adjudged to be insolvent; or

e. If a receiver or trustee shall be appointed for the MOSH's property and affairs; or

f. If MOSH shall make an assignment for the benefit of creditors or shall file a voluntary petition under the state or federal bankruptcy laws or be adjudicated a bankrupt or shall make application for the appointment of a receiver; or

g. If any petition shall be filed against MOSH seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, receiver or liquidator of MOSH, unless the petition shall be dismissed within sixty (60) days after the filing, but in any event prior to the entry of a final order, judgment or decree approving such petition; or

h. If any execution or attachment shall be issued against the MOSH or any of the MOSH's property, whereby the Joint-Use Park Parcel or any building or buildings or any improvements thereon, shall be taken or occupied or attempted to be taken or occupied by someone other than the MOSH, except as may be herein permitted and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded within sixty (60) days after the issuance of same.

17. Remedies. If an Event of Default shall occur hereunder, the City shall have all remedies available to it at law or in equity. In addition, the City shall have the right to terminate and cancel this Agreement immediately by giving MOSH written notice of such termination and cancellation. Upon such notice, this Agreement shall terminate and the parties shall be released from all obligations under this Agreement that do not specifically survive its termination. In addition, the City may at any time thereafter, but shall not be obligated to, cure such default. In such event, the City shall provide an invoice to MOSH for such costs and MOSH shall pay the invoice amount to the City within thirty (30) days after receipt of such invoice. If MOSH fails to timely pay such invoice amount, interest will accrue on the unpaid amount at the lesser of (i) eighteen percent (18%) per annum, or (ii) the highest lawful rate from the invoice date until the date paid. The City shall be entitled to pre-judgment interest on all amounts owed to the City hereunder. All of the City's remedies under this Agreement shall be cumulative in nature.

18. Force Majeure. No party to this Agreement shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities

service, lack of transportation, severe weather and other acts or failures beyond the control or without the control of any party that can be shown to directly affect such performance (collectively, a "Force Majeure Event"); provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay and shall be proximately caused by such Force Majeure Event, and in no event shall any of the foregoing excuse any financial liability of a party. In the event of any delay or nonperformance resulting from such causes, the party affected shall notify the other in writing within seven (7) calendar days of the Force Majeure Event. Such written notice shall describe the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected, and shall describe the actions taken to minimize the impact thereof.

19. Contract Administrator. The City hereby designates the Director of the Parks Department or his or her designee to be the Contract Administrator who will, on behalf of the City coordinate with MOSH and administer this Agreement according to the terms and conditions contained herein and in the Exhibit(s) attached hereto and made a part hereof.

20. Miscellaneous.

a. Notices. Any notice, demand, or other communication required, or which may be given, unless otherwise specifically provided for in this Agreement, shall be in writing, shall be addressed to the respective parties at the addresses shown below, and shall be effective: five (5) days after being mailed, if sent by certified, postage prepaid U.S. mail; upon receipt of confirmation, if delivered by confirmed facsimile; upon delivery, if delivered in person; or, the day after dispatch if sent by an overnight courier service that provides the sender with written record of delivery; or immediately if delivered by email (provided that, notice with respect to any breach, default or failure of a party shall also be sent by another form of delivery). Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any entity may change its address as designated herein by giving notice thereof as provided herein.

If to The City:
City of Jacksonville
Parks, Recreation and Community Services
214 North Hogan Street, Suite 3102
Jacksonville, Florida 32202
Attn: Director
Email: _____

With a copy to:
Downtown Investment Authority
117 W. Duval Street, Suite 310
Jacksonville, Florida 32202
Attn: Chief Executive Officer
Email: _____

Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, FL 32202
Email: _____

If to MOSH: _____
_____
_____

b. Further Instruments. Each respective party hereto shall, from time to time, execute and deliver such further instruments as any other party or parties or its counsel may reasonably request to effectuate the intent of this Agreement.

c. Severability of Invalid Provision. If any one or more of the agreements, provisions, covenants, conditions and terms of the Agreement shall be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such agreements, provisions, covenants, conditions or terms shall be null and void with no further force or effect and shall be deemed separable from the remaining agreements, provisions, covenants, conditions and terms of the Agreement and shall in no way affect the validity of any of the other provisions hereof.

d. No Personal Liability. No representation, statement, covenant, warranty, stipulation, obligation or agreement contained herein shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any member, officer, employee or agent of MOSH or the City in his or her individual capacity, and none of the foregoing persons shall be liable personally or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

e. Third Party Beneficiaries. Nothing herein express or implied is intended or shall be construed to confer upon any entity other than MOSH, the City and the DIA any right, remedy or claim, equitable or legal, under and by reason of this Agreement or any provision hereof, all provisions, conditions and terms hereof being intended to be and being for the exclusive and sole benefit of MOSH, the City and the DIA.

f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the Ordinances of the City of Jacksonville. Wherever possible, each provision, condition and term of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision, condition or term of this Agreement, or any documentation executed and delivered hereto, shall be prohibited by or invalid under such applicable law, then such provision, condition or term shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision, condition or term or the remaining provisions, conditions and terms of this Agreement or any documentation executed and delivered pursuant hereto.

g. Section Headings. The section headings inserted in this Agreement are for convenience only and are not intended, and shall not be construed, to limit, enlarge or affect the scope or intent of this Agreement, nor the meaning of any provision, condition or term hereof.

h. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The signatures to this Agreement may be executed on separate pages, and when attached to a counterpart of this Agreement shall constitute one complete document. Delivery of an executed counterpart by electronic transmission shall have the same effect as

delivery of an original ink counterpart.

i. Entire Agreement. This Agreement contains the entire agreement between the respective parties hereto and supersedes any and all prior agreements and understandings between the respective parties hereto relating to the subject matter hereof. No statement or representation of the respective parties hereto or their agents or employees made outside of this Agreement and not contained herein shall form any part hereof or bind any respective party hereto. This Agreement shall not be supplemented, amended or modified except by written instrument signed by the respective parties hereto.

j. Time. Time is of the essence of this Agreement. When any time period specified herein falls upon a Saturday, Sunday or legal holiday, the time period shall be extended to 5:00 P.M. on the next ensuing business day.

k. Attorneys' Fees and Costs. In any litigation arising out of or pertaining to this Agreement, the prevailing party shall be entitled to an award of its attorney's fees and costs, whether incurred before, during or after trial, or upon any appellate level.

l. Waiver of Defaults. The waiver by either party of any breach of this Agreement by the other party shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Agreement.

m. General Interpretive Provisions. Whenever the context may require, terms used in this Agreement shall include the singular and plural forms, and any pronoun shall include the corresponding masculine and feminine forms. The term "including", whenever used in any provision of this Agreement, means including but without limiting the generality of any description preceding or succeeding such term. Each reference to a party or person shall include a reference to such party or person's permitted successors and assigns. All references to "Articles", "Sections", "Schedules" or "Exhibits" shall be references to the Articles, Sections, Schedules and Exhibits to this Agreement, except to the extent that any such reference specifically refers to another document.

n. Radon Disclosure. The following disclosure is required to be made by the laws of the State of Florida:

> RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

[Remainder of page is intentionally left blank. Signature page follows immediately.]

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement for the purposes expressed herein effective the day and year first above written.

ATTEST:

_____
James R. McCain
Corporation Secretary

CITY OF JACKSONVILLE

By:_____
Donna Deegan, Mayor

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 202_, by _____, for and on behalf of Mayor Donna Deegan, as aforesaid, and James R. McCain, Jr., as Corporation Secretary, on behalf of the City of Jacksonville, a Florida a consolidated municipal and county political subdivision, who are personally known to me.

{NOTARY SEAL}

_____
Notary Public, State of Florida
Print Name: _____
Commission No. _____
My Commission Expires: _____

Form Approved (as to City):

By:_____
Office of General Counsel

GC-#1487371-v18-Joint_Use_Agreement_-_MOSH.doc

WITNESSES:

MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC. a Florida not-for-profit corporation

_____ By:_____

Print Name:_____ Print Name: _____

Title: _____

_____

Print Name:_____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 202_, by _____, _____ of the **MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC.** a Florida not-for-profit corporation, who ☐ is personally known to me or ☐ produced _____ as identification.

_____
Name: _____
SEAL: Notary Public
My Commission Expires:_____

EXHIBIT A

Joint-Use Park Parcel

PARTNERSHIP PARCEL A:
A PART OF THE H. HUDNALL GRANT, SECTION 50, TOWNSHIP 2 SOUTH, RANGE 26 EAST, RANGE 27 EAST, DUVAL COUNTY, FLORIDA ALSO BEING A PORTION OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 15385, PAGE 1174 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST BAY STREET (A VARIABLE WIDTH RIGHT- OF- WAY AS NOW ESTABLISHED) WITH THE CENTERLINE OF HOGAN'S CREEK, AS ESTABLISHED BY AGREEMENT RECORDED IN DEED BOOK 59, PAGE 792 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 20'09'40" WEST. ALONG LAST SAID CENTERLINE AND SAID RIGHT OF WAY LINE, 25.05 FEET; THENCE DEPARTING SAID CENTERLINE AND CONTINUING ALONG SAID RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 73'35'20" EAST 111. 48 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 270.00 FEET; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE AN ARC DISTANCE OF 89.99 FEET TO A POINT ON SAID CURVE, AND THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64'02'27" EAST, 89.57 FEET; COURSE NO 3 CONTINUING ALONG SAID CURVE AND ARC DISTANCE OF 22.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE. LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 52'09'07" EAST, 22.05 FEET; COURSE NO. 4: SOUTH 49·45'41" EAST, 208.75 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1300.00 FEET; COURSE NO. 5: THENCE ALONG AND AROUND THE ARC OF SAID CURVE 8.99 FEET TO A POINT ON SAID CURVE. LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50'00'34" EAST, 8.99 FEET; THENCE SOUTH 83'26'13" WEST, 106.34 FEET; THENCE NORTH 73'38'12" WEST, 46.69 FEET; THENCE SOUTH 16'21' 48" WEST, 172.30 FEET; THENCE SOUTH 85'50'01'' WEST, 64. 38 FEET; THENCE NORTH 04'56'53" EAST, 49.91 FEET; THENCE NORTH 15'22'10" EAST, 283.43 FEET TO AFORESAID SOUTHERLY RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

CONTAINING 30492 SQUARE FEET OR 0. 70 ACRES MORE OR LESS.

PARTNERSHIP PARCEL B:
A PART OF THE H. HUDNALL GRANT, SECTION 50, TOWNSHIP 2 SOUTH, RANGE 26 EAST, RANGE 27 EAST, DUVAL COUNTY, FLORIDA ALSO BEING A PORTION OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 15385, PAGE 1174 OF THE CURRENT

PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST BAY STREET (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE CENTERLINE OF HOGAN'S CREEK, AS ESTABLISHED BY AGREEMENT RECORDED IN DEED BOOK 59, PAGE 792 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 20·09'40" WEST, ALONG LAST SAID CENTERLINE AND SAID RIGHT OF WAY LINE, 25.05 FEET; THENCE DEPARTING SA10 CENTERLINE AND CONTINUING ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCE: COURSE NO. 1: SOUTH 73'35'20" EAST 111 .48 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 270.00 FEET; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE AN ARC DISTANCE OF 89.99 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64'02'27" EAST, 89.57 FEET; THENCE SOUTH 15'22'10" WEST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE 283.43 FEET; THENCE SOUTH 04"56'53" WEST, 223.49 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE SOUTH 04'56'53" WEST, 31.30 FEET; THENCE SOUTH 02'24'27" WEST, 84.05 FEET; THENCE SOUTH 73'38'17" EAST, 256.69 FEET; THENCE NORTH 16"31' 11" EAST, 176.65 FEET; THENCE NORTH 7 3'38'12" WEST, 72.69 FEET; THENCE SOU TH 16'20' 34" WEST, 64.45 FEET; THENCE NORTH 73'37'26" WEST, 210. 96 FEET TO THE POINT OF BEGINNING.

CONTAINING 35045 SQUARE FEET OR 0.80 ACRES MORE OR LESS.

EXHIBIT F

Museum Improvements

Minimum Required Construction Costs of $85,000,000 and as further described in this **Exhibit F**, the construction on the Museum Parcel of a building containing a minimum 75,000 gross square feet of space that includes a minimum of 50,000 gross square feet for exhibit and gallery space and otherwise includes classrooms, gift shops, cafes, event space and other spaces associated with a museum, and also includes associated parking, driveways, and, if desired, private outdoor exhibit spaces to be constructed on the Museum Parcel. The Museum Improvements will include the improvements depicted and described in the Final DDRB approved plans consistent with the following criteria in addition to the Downtown Zoning Overlay and design guidelines:

a. MOSH will design the Museum Improvements and the Park Project Improvements with the aspirational goal of creating an iconic venue. Iconic means that the facility will be visually dramatic, unique, and memorable. It will be designed with the intent to draw visitors from around the Southeast Region and serve as an important and enduring landmark contributing to that which defines the City as a distinctive urban center and will remain visually and experientially appealing with the passage of time.

b. The design will comply with the Downtown Overlay Zone Standards as enacted within the Jacksonville Municipal Code, as well as the DDRB's development guidelines except as may otherwise be approved by the DDRB and allowed by Ordinance Code. A minimum 50' building setback from the St. Johns River on all waterfront sides of the Museum Parcel will be required and no portion of the Museum Parcel may encroach within this zone.

c. MOSH shall advise its design team that DIA desires an expanded riverfront park space adjacent to the Riverwalk Improvements to connect parks east and west of the site. To the extent feasible, the building itself and the boundary of the Museum Parcel will be set back 100 feet or more from the bulkhead of the St. Johns River but its riverfront frontage should open to and engage with the Riverfront park. Furthermore, the building should be designed to engage with Bay Street. DIA envisions a walkable activated corridor, and the Project Parcel needs to contribute to the activation of that street frontage. In most instances, retail or restaurant space with direct sidewalk access is required and the zoning Overlay includes a "build to" line.

d. The design of the Museum Parcel may include queueing space for loading and unloading a maximum of 6 buses delivering and picking up museum patrons. Surface parking of buses on the Project Parcel shall not be permitted.

e. In collaboration with the City's Chief Resiliency Officer, the design will include resiliency features, including to the extent practicable the design recommendations set forth in the 2021 Report by the City Council Special Committee on Resiliency and/or other City requirements adopted as of design review, consistent with the term of the Museum Lease. MOSH acknowledges a storm surge simulation has been provided to it by the City, and the results thereof factored into the design.

f. The design must be coordinated with the Hogan's Creek resiliency project which is under design and Emerald trail segment contemplated to cross the site. Preliminary designs contemplate a living shoreline to improve habitat and water quality at the mouth of Hogan's Creek. In addition, the current concept design proposes up to a 100' buffer from the existing bulkhead. The concept design also contemplates a Trail visitor center at Bay Street on the creek front and the trail must connect to the Riverwalk Improvements. Publicly available restrooms for trail and Riverwalk users should be accommodated either in the visitor center or elsewhere within the Park Project. The location of the pedestrian bridge crossing the creek will be subject to coordinated design and placement.

g. A science themed activity node will be included on the Project Parcel executed at a scale, durability and appeal complementing other activity nodes within the Downtown Area. The node marker shall be capable of being lighted at night and visible from other locations along the Riverwalk. If located within the Museum Parcel, MOSH shall have all maintenance obligations in connection therewith.

h. The design will include access to and features complementing the portion of the Riverwalk located adjacent to the Project Parcel.

i. Landscaping will comply with the City's standards, Downtown Design Standards, and the Riverwalk Plant Palette within the Riverwalk adjacent portion of the Project Parcel.

j. The site plan presented to the DIA will be deemed in compliance with the Downtown Overlay Zone Standards if a determination is made by the DDRB that the space between the Museum Improvements and the Bay Street frontage, as finally designed, is consistent with the Downtown Overlay Zone Standards and constitutes qualified urban open space, or a deviation from the "build to" line, meeting the criteria established in said Code. Site plan approval by the DIA is not a determination that either criterion has been met, but assumes one or the other will be, or a revised site plan will be presented to the DIA. A minimum 50' building setback from the river on all waterfront sides of the Project Parcel will be required and no portion of the Museum Parcel may encroach within this zone.

EXHIBIT G

MUSEUM IMPROVEMENTS
COSTS DISBURSEMENT AGREEMENT

THIS MUSEUM IMPROVEMENTS COSTS DISBURSEMENT AGREEMENT ("Agreement") is made and entered into this _____day of _____, 2025 (the "Effective Date") between the **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida ("City"), the **DOWNTOWN INVESTMENT AUTHORITY**, a community redevelopment agency on behalf of the City (the "DIA"), and **MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC.** a Florida not-for-profit corporation ("Developer"). Capitalized terms not otherwise defined herein shall have the meaning as set forth in the RDA, defined below.

ARTICLE 1
PRELIMINARY STATEMENTS

1.1 **Background; Museum Improvements**.

1.1.1 City, DIA and Developer have previously entered into that certain Second Amended and Restated Redevelopment Agreement dated _____, 2025 (the "RDA"), pursuant to which City will provide certain funding to Developer to construct certain Museum Improvements (as defined in the RDA) to be owned by the City consisting in part of a new museum of science and history of at least 75,000 sq. ft. with associated parking, driveways, and outdoor exhibits, on approximately 2.5 acres of real property located on the Shipyards East property located along the Northbank of the St. Johns River in Jacksonville, Florida, within the Downtown East Northbank Community Redevelopment Area, as further, as more particularly described in the RDA

1.1.2 The Developer has agreed that as part of the Project that it will construct certain Museum Improvements on City-owned property in accordance with the terms and conditions of this Agreement and the RDA and that will be funded by the Developer in the minimum amount of $40,000,000 (the "MOSH Funding"), and the City in the up-to, maximum amount of $50,000,000 (the "City Funding"), with all costs in excess thereof the responsibility of the Developer.

1.1.3 The City has determined that the design, engineering, permitting, construction and inspection of the Museum Improvements can most efficiently and cost effectively be completed by Developer. Developer is willing to design, engineer, permit, construct and inspect the Museum Improvements in accordance with applicable Florida law for public projects, including but not limited to pursuant to procedures consistent with Section 287.055, Florida Statutes and otherwise generally consistent with Chapter 126 of the City's Ordinance Code provided the City contributes a portion of the costs of the Museum Improvements as provided herein.

1.1.4 The City has requested, and Developer has agreed, that Developer will design, engineer, permit, construct and inspect the Museum Improvements as specifically

described and depicted on **Exhibit A** attached hereto and incorporated herein by this reference. The Plans and Specifications for the Museum Improvements shall be incorporated into **Exhibit A** as set forth below. The City has agreed to partially fund the design, engineering, permitting, construction and inspection of the Museum Improvements on a pro rata basis with the MOSH Funding as compared to the total cost of the Museum Improvements, in a maximum amount equal to the lesser of: (i) the actual Verified Direct Costs (on a pro rata basis as set forth above) for the construction of the Museum Improvements; or (ii) FIFTY MILLION AND NO/100 DOLLARS ($50,000,000.00), with the balance, if any, being funded by Developer. The funding shall be appropriated over a three-year period

1.2 Design, Construction Budget. Final budgets setting forth: (i) the design costs of the Museum Improvements (to be received by City no later than June 30, 2025); and (ii) the construction costs for the Museum Improvements shall be submitted to the City for its administrative review and approval prior to Developer entering into any contracts for such work (to be received by City no later than February 15, 2026), and the final, approved budgets for the Design of the Museum Improvements and construction of the Museum Improvements shall be attached hereto as **Exhibit C and C-1**, respectively. The City will provide such approvals within ten (10) business days of receiving the final budgets.

1.3 Jacksonville Small and Emerging Businesses. It is important to the economic health of the community that whenever a person/entity receives incentives for construction, that the person/entity and its contractors use good faith efforts to provide contracting opportunities to small and emerging business enterprises in Duval County, pursuant to Section 7.22 hereof.

1.4 Maximum Indebtedness. The total maximum indebtedness of City for the Museum Improvements and financial obligations under this Agreement is FIFTY MILLION AND NO/100 DOLLARS ($50,000,000.00).

1.5 Availability of Funds. Notwithstanding anything to the contrary herein, all of City's financial obligations under this Agreement are subject to and contingent upon the availability of lawfully appropriated funds for the Museum Improvements and this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein of City and Developer, and for Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, City and Developer agree that the above preliminary statements are true and correct, and the parties represent, warrant, covenant, and agree as follows:

ARTICLE 2
DEFINITIONS

The foregoing preliminary statements are true and correct and are hereby incorporated herein by this reference. As used in this Agreement, the following terms shall have the following meanings.

2.1 **"Budget"** means the line-item budgets of Direct Costs for each of the design costs ("Design Budget") and construction costs ("Construction Budget") of the Museum Improvements

attached hereto as **Exhibit C and C-1**, and showing the total costs for each line item, as the same may be reviewed and approved by the DIA and revised from time to time with the written approval of Developer and the DIA, subject to the restrictions and limitations contained herein. The final design and construction Budgets for the Museum Improvements shall be subject to the review and approval by the City in its reasonable discretion.

2.2 **"City Inspector"** means a City employee or third-party entity hired by the City and paid for as a part of the Total Project Costs to perform construction inspection and related services on behalf of the City.

2.3 **"Commence Construction"** The terms "Commence" or "Commenced" or "Commencing" Construction as used herein when referencing the Museum Improvements means the date when Developer (i) has obtained all Federal, State or local permits as required for the construction of such portion of the Museum Improvements, and (ii) has begun physical, material construction (e.g., site demolition, land clearing, utility installation, or such other evidence of commencement of construction as may be approved by the City in its reasonable discretion) of the Museum Improvements on an ongoing basis without any Impermissible Delays. Developer shall provide written notice to City of the actual Commencement Date with three (3) business days thereof.

2.4 **"Completion of Construction"** The terms "Complete Construction" or "Completion of Construction" or "Completion" as used herein when referencing the Museum Improvements means Substantial Completion (as defined below in this Article 2) of such Museum Improvements.

2.5 **"Completion Date"** The term "Completion Date" as used herein means the completion date described in Section 3.7 hereof.

2.6 **"Construction Contract"** means any contract between Developer and a General Contractor for the construction the Museum Improvements entered into after the Effective Date and in accordance with the terms and conditions of this Agreement, and any amendments or modifications thereto approved by City and Developer. For purposes of clarity, the Developer may enter into a contract with separate general contractors for the Museum Improvements.

2.7 **"Construction Documents"** means the Design Professional's Contract(s), the Construction Contract, all construction, engineering, architectural or other design professional contracts and subcontracts, all change orders, all government approvals, the Plans and Specifications, and all other drawings, budgets, and agreements relating to the construction of the Museum Improvements.

2.8 **"Construction Management Fees"** has the meaning ascribed in Section 3.4.

2.9 **"Design Professional"** means engineers, architects, or other professional consultants providing technical advice in accordance with the terms of this Agreement.

2.10 **"Design Professional's Contract(s)"** means any contracts between Developer and a Design Professional for the design or construction inspection of any portion of the Museum Improvements, and any amendments or modification thereto.

2.11 **"Direct Costs"** means direct design, pre-construction, and construction costs Developer incurs on or after _____ in connection with the design, engineering, permitting, construction and inspection of the Museum Improvements, including soft costs associated with the design of the Museum Improvements, preliminary engineering, surveys, geotechnical, environmental and construction testing, removal of unsuitable soils, as itemized in the Budget, as the same may be revised from time to time with the written approval of the City's Director of Public Works and CEO of the DIA. Direct Costs shall not include any Construction Management Fees or other project management or construction fees of Developer relating to the Project.

2.12 **"Disbursement(s)"** means disbursements to Developer of sums equivalent to Developer's Verified Direct Costs for the Museum Improvements as approved by the City pursuant to this Agreement for the design, engineering, permitting, construction and inspection of the Museum Improvements, not to exceed the Maximum City Funding Disbursement Amount. The Disbursements will be made at the times and subject to the conditions set forth in this Agreement. No portion of the amounts allocated for the Museum Improvements as shown in the Budget shall be disbursed to Developer unless such Museum Improvements comply in all material respects with the Plans and Specifications and description of the Museum Improvements attached hereto as **Exhibit A** (which may be modified from time to time pursuant to the terms of this Agreement) and the minimum requirements of the Budgets for the design and construction of the Museum Improvements as described in **Exhibits C** and **C-1**, as reasonably determined by the Director of Public Works or his or her designee.

2.13 **"General Contractor"** means the person or entity/s licensed as a general contractor under Florida law, providing construction management of any portion of the Museum Improvements.

2.14 **"Impermissible Delay"** means, subject to the Force Majeure provisions of Section 11.2, failure to proceed with reasonable diligence with the construction of the Museum Improvements in the reasonable judgment of the City or DIA, or if the City or DIA is of the reasonable opinion that the Museum Improvements at issue cannot be Completed by the Completion Date for such Museum Improvements, or abandonment of or cessation of work on the Museum Improvements at any time prior to the Completion of any Museum Improvements for a period of more than thirty (30) consecutive business days, except in the case of Force Majeure as set forth in Section 11.2, or other casualty which are not the result of Developer's negligence, or other causes beyond Developer's control, in which case such period shall be the lesser of the actual period of delay or ninety (90) consecutive days.

2.15 **"Maximum City Funding Disbursement Amount"** means the maximum disbursement from the City to Developer for the Museum Improvements as approved by the City to partially reimburse Developer's Direct Costs for the design and construction of the Museum Improvements. The Maximum City Funding Disbursement Amount for the Museum Improvements shall be the lesser of the City's portion of the Verified Direct Costs for the Museum Improvements consistent with the Museum Improvements Funding Ratio or $50,000,000, which funds shall only be applied to the eligible costs of the Museum Improvements. The Disbursements will be made as provided in this Agreement.

2.16 **"Museum Area"** means the area on which the Museum Improvements will be constructed, as further detailed on **Exhibit B** attached hereto.

2.17 **"Museum Improvements"** shall have the meaning as set forth in the RDA and means any portion of the Museum Improvements or other related improvements described herein as determined by the context of the usage of such term.

2.18 **"Museum Improvements Costs"** means the Direct Costs of the design, engineering, permitting, construction and inspection of the Museum Improvements to be undertaken by Developer.

2.19 **"Museum Improvements Funding Ratio"** as to each Disbursement Request, shall mean the ratio between the MOSH Funding and City Funding as compared to the Total Project Cost.

2.20 **"Payment Bond"** and **"Performance Bond"** have the meanings ascribed in Section 7.21.

2.21 **"Plans and Specifications"** means the final plans and specifications, including without limitation all maps, sketches, diagrams, surveys, drawings and lists of materials, for the construction of the Museum Improvements or any portion thereof, prepared by the Design Professional and approved by the DIA and Public Works, and any and all modifications thereof made with the written approval of the City and DIA in accordance with this Agreement.

2.22 "**Substantial Completion**" means the satisfaction of the Museum Improvements Completion Conditions applicable to the Museum Improvements, as described in Section 7.13. The date of Substantial Completion of the Museum Improvements is the date of a letter from the City stating that such Museum Improvements are Substantially Complete. Such letter is referred to herein as the "**Substantial Completion Letter**". The one-year warranty as described herein on the Museum Improvements begins on the Substantial Completion date of the Museum Improvements.

2.23 **"Total Project Cost"** shall mean the total project cost as set forth in the final approved Budgets to be attached hereto as **Exhibits C and C-1** prior to Commencement of Construction of the Museum Improvements. For purposes of clarity, the Design Budget shall be submitted contemporaneously with the execution of this Agreement.

2.24 **"Verified Direct Costs"** means the Direct Costs actually incurred by Developer for the design and construction of the Museum Improvements (as to the construction of the Museum Improvements, the "Work"), pursuant to the provisions of this Agreement.

2.25 **"Work"** means workmanship, materials and equipment necessary to this Agreement, and any and all obligations, duties and responsibilities necessary to the successful completion of the Museum Improvements undertaken by Developer under this Agreement, including the furnishing of all labor, materials, and equipment, and any other construction services related thereto.

ARTICLE 3
DISBURSEMENT OF FUNDS BY CITY

3.1 Terms of Disbursement. Subject to an appropriation of funds therefor, City agrees to partially reimburse Developer in accordance with the Museum Improvements Funding Ratio for the Verified Direct Costs incurred and paid for the design, engineering, permitting, construction and inspection of the Museum Improvements on the terms and conditions hereinafter set forth. The disbursement amount shall be in the maximum amount of up to the Maximum City Funding. For the 2024-2025 phase of the Museum Improvements, the disbursement amount shall be a maximum amount not to exceed $3,000,000.00. For the 2025-2026 Phase of the Improvements, the disbursement amount shall be a maximum amount not to exceed $20,000,000.00. For the 2026-2027 phase of the Museum Improvements, the disbursement amount shall be a maximum amount not to exceed $27,000,000.00. Developer shall be responsible for all costs of the Museum Improvements beyond such amounts. Should the City's share of the total Verified Direct Costs incurred by Developer applicable to the Museum Improvements amount to a sum less than the Maximum City Funding Disbursement Amount, City shall only be liable for the actual amount of the City's share of the Verified Direct Costs for the Museum Improvements up to the Maximum City Funding Disbursement Amount.

3.2 Use of Proceeds. All funding authorized pursuant to this Agreement shall be expended solely for the purpose of partially reimbursing Developer for the Verified Direct Costs for any portion of the Museum Improvements as authorized by this Agreement and for no other purpose. Upon Substantial Completion of the Museum Improvements, any excess funds budgeted for the Museum Improvements will be retained by the City.

3.3 Disbursements Directly to Contractors and Vendors. Notwithstanding anything herein, the City may at its option upon the occurrence of an Event of Default, which is not cured within the applicable cure period after notice, and in accordance with the disbursement procedures described in this Article III, and in Article IV and Article V, disburse directly to the Design Professionals, General Contractor, subcontractors, suppliers, and vendors whom Developer has engaged in connection with the Museum Improvements, the reasonable amounts charged by such persons, upon submission to the City of invoices, receipts or other documents required by the City showing that the services rendered pertain to the Museum Improvements and are included in the Direct Costs. In the event the City makes any direct Disbursement as described in this Section 3.3, the City shall, upon request of Developer, deliver to Developer a complete copy of any Disbursement documentation for Developer's records.

3.4 Project Management Fees/Construction Management Fees. No development fees or project management fees or other fees of Developer (collectively, the "Project Management Fees") shall be paid to Developer under this Agreement. Nor are any such fees owed to Developer as of the Effective Date. Any construction management fees to be paid to the General Contractor/s ("Construction Management Fees") shall be paid only after all conditions to the Disbursement have otherwise been satisfied, and such fees shall be made pro rata (other than fees for preconstruction work) with the progress of the Museum Improvements and upon approval of the amount of such fees by the City. All requests for Construction Management Fees must be included

in the Disbursement Request as a separate line item, and the aggregate amount of such fees shall be set forth in the General Contractor's contract, which is subject to the City's approval.

3.5 Procedures for Payment. All Disbursements shall be made from time to time as construction progresses upon written application of Developer pursuant to a Disbursement Request in the form as provided by the City and as defined in Section 4.1. Subject to Article 5 below and the other terms of this Agreement, Developer shall file Disbursement Requests with the City no more frequently than once every two-month period covering Work performed since the prior Disbursement Request. Each Disbursement Request shall constitute a representation by Developer that the Work done and the materials supplied to the date thereof are in accordance with the Plans and Specifications for the Museum Improvements; that the Work and materials for which payment is requested have been physically incorporated into the Museum Improvements; that the value is as stated; that the Work and materials conform with all applicable rules and regulations of the public authorities having jurisdiction; that such Disbursement Request is consistent with the then current Budget; that the proceeds of the previous Disbursement have been actually paid by Developer in accordance with the approved Disbursement Request for such previous Disbursement; and that no Event of Default or event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing.

3.6 No Third-Party Beneficiaries. The parties hereto do not intend for the benefits of this Agreement to inure to any third party. Notwithstanding anything contained herein or any conduct or course of conduct by any of the parties hereto, this Agreement shall not be construed as creating any rights, claims, or causes of action against City, DIA or any of their respective officers, agents, or employees, in favor of any contractor, subcontractor, supplier of labor, materials or services, or any of their respective creditors, or any other person or entity other than Developer.

3.7 Performance Schedule. Developer shall commence construction of the Museum Improvements in accordance with the performance schedule set forth in the RDA (the "Performance Schedule"), and such work shall commence on or before March 1, 2026, and shall be Substantially Complete on or before July 31, 2028.

3.8 Progress Reports. During the period of construction of the Museum Improvements, Developer shall provide to the City on a monthly basis (not later than fifteen (15) days after the close of each calendar month) progress reports of the status of construction of the Museum Improvements, which shall include: (i) certification by Developer's engineer of (a) the total dollars spent to date, and (b) the percentage of completion of the Museum Improvements, as well as the estimates of the remaining cost to complete such construction; and (ii) evidence of full payment of all invoices or draw requests, to include copies of checks for payment and invoice draw requests, submitted for payment as to such portion of the Museum Improvements during such monthly reporting period. In addition, on a monthly basis, Developer shall provide to the City copies of its internally generated monitoring reports and related documentation as to construction of the portion of the Museum Improvements within fifteen (15) days after the close of the month.

3.9 No Warranty by City. Nothing contained in this Agreement or any other Museum Improvements Document shall constitute or create any duty or warranty by City or DIA regarding (a) the accuracy or reasonableness of the Budget or (b) the competence or qualifications of the

General Contractor or Design Professional or any other party furnishing labor or materials in connection with the construction of the Museum Improvements. Developer acknowledges that Developer has not relied and will not rely upon any experience, awareness or expertise of City or DIA regarding the aforesaid matters.

ARTICLE 4
DISBURSEMENT REQUESTS

4.1 Request for Disbursement; Payment by City. For each Disbursement request, which shall be made no more frequently than once every two months on a reimbursement basis, Developer shall submit to the City, at least thirty (30) calendar days prior to the requested date of disbursement, a completed written disbursement request (each, a "Disbursement Request") in the form as set forth in **Exhibit E** attached hereto. Disbursements shall be made on a reimbursement basis for work performed and for which payment has been made by Developer. Each Disbursement Request shall certify in detail, reasonably acceptable to the City, (a) the unit price schedule of values, that includes the cost of the labor that has been performed and the materials that have been incorporated into the Museum Improvements under construction, and (b) the amount of the Disbursement that Developer is seeking in accordance with the amounts set forth in the Budget and subject to Section 1.4 above. Each Disbursement Request shall be accompanied by the following supporting data: (i) invoices, waivers of mechanic's and materialmen's liens obtained for payments made by Developer on account of Direct Costs as of the date of the Disbursement Request, and (ii) AIA Forms G702 and G703 certified by the General Contractor and Design Professional for the completed Museum Improvements under construction (collectively, the "Supporting Documentation"). The City shall pay to Developer the amount of each Disbursement Request submitted by Developer in accordance with the applicable requirements of this Agreement, within thirty (30) calendar days of the City's receipt of such Disbursement Request, provided, however, that if the City reasonably disputes any portion of the Disbursement Request, the City shall provide written notice to Developer of such dispute within ten (10) business days of the City's receipt of such Disbursement Request. Thereafter, the parties shall negotiate in good faith to resolve such dispute. Notwithstanding the City's rights to dispute a Disbursement Request as set forth herein, in the event of such a dispute, the City shall, within such original fifteen (15) business day period, disburse to Developer the non-disputed portion of the funds requested pursuant to such Disbursement Request. Each Disbursement Request shall be accompanied by a certification by Developer's Design Professional of (a) updated budgets showing the amount of expenditures for the Museum Improvements to date, (b) the percentage of completion of the Museum Improvements and (c) estimates of the remaining costs to complete the overall Museum Improvements. Developer shall also promptly furnish to City such other information concerning the Museum Improvements as City may from time-to-time reasonably request.

4.2 Inspection. Upon receiving each Disbursement Request, the City will determine in its reasonable discretion (a) whether the Work completed to the date of such Disbursement Request has been done satisfactorily and in accordance with the Plans and Specifications, (b) the percentage of construction of the Museum Improvements completed as of the date of such Disbursement Request for purposes of determining, among other things, the Direct Costs actually incurred for Work in place as part of such Museum Improvements as of the date of such Disbursement Request,

(c) the actual sum necessary to complete construction of such Museum Improvements in accordance with the Plans and Specifications, and (d) the amount of time from the date of such Disbursement Request which will be required to complete construction of such Museum Improvements in accordance with the Plans and Specifications until such Museum Improvements are completed. All inspections by or on behalf of the City shall be solely for the benefit of the City, and Developer shall have no right to claim any loss or damage against City or DIA arising from any alleged (i) negligence in or failure to perform such inspections, or (ii) failure to monitor Disbursements or the progress or quality of construction.

4.3 Disbursements. The City shall have no obligation after making Disbursements in a particular manner to continue to make Disbursements in that manner, except that the City shall provide Developer reasonable advance notice of any change in the City's disbursement procedures, and any new disbursement procedures shall be commercially reasonable and in conformance with this Agreement. Notwithstanding the foregoing, the City's records of any Disbursement made pursuant to this Agreement shall, in the absence of manifest error, be deemed correct and acceptable and binding upon Developer.

4.4 No Warranty by City or DIA. Nothing contained in this Agreement or any other Project Document shall constitute or create any duty on or warranty by the City or DIA regarding (a) the accuracy or reasonableness of the Budget, (b) the proper application by Developer of the Disbursement proceeds, (c) the quality of the Museum Improvements, or (d) the competence or qualifications of the General Contractor, Design Professional, any other party furnishing labor or materials in connection with the construction of the Museum Improvements. Developer acknowledges that Developer has not relied and will not rely upon any experience, awareness or expertise of the City or DIA regarding the aforesaid matters.

ARTICLE 5
CONDITIONS TO DISBURSEMENTS

5.1 **General Conditions**. Subject to compliance by Developer with the terms and conditions of this Agreement, the City shall make Disbursements to Developer for Direct Costs of the Museum Improvements, up to the Maximum City Funding Disbursement Amount, with the Developer responsible for all costs in excess thereof; provided, however, that in no event shall the City be obligated to make Disbursements in excess of the sum of the Direct Costs applicable to such Museum Improvements. The City will have no obligation to make any Disbursement (a) unless City is satisfied, in its reasonable discretion, that the conditions precedent to the making of such Disbursement have been satisfied; or (b) if an Event of Default or an event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing.

5.2 **Conditions to Initial Disbursement**. The City's obligation hereunder to make the initial Disbursement with respect to the Museum Improvements is conditioned upon the City's receipt of the following, each in form and substance reasonably satisfactory to the City:

5.2.1 Each of the Project Documents duly executed as necessary to be enforceable against the parties thereto, and that no Event of Default or event which, with the giving

notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing under any of the Project Documents.

5.2.2 If any portion of the Museum Improvements has been constructed, a satisfactory inspection report with respect to such portion of the Museum Improvements from City or DIA staff, as applicable.

5.2.3 The Supporting Documentation described in Section 4.1 above.

5.3 **Conditions to Initial Disbursement for Verified Direct Costs of Museum Improvements Design Costs.** The City's obligation hereunder to make the initial Disbursement with respect to the Museum Improvements design costs is conditioned upon the City's receipt of the following, each in form and substance reasonably satisfactory to the City:

5.3.1 Satisfaction of each condition as set forth in Section 5.2 hereof.

5.3.2 Developer has submitted its application for 10-set final review after corrections for the Museum Improvements, and all approvals and documentation necessary to disburse the MOSH Funding pursuant to this Agreement to fully fund the design and construction of the Museum Improvements have been obtained.

5.4 **Conditions to Subsequent Disbursements**. The City's obligations hereunder to make any subsequent Disbursements with respect to the Museum Improvements are conditioned upon City's receipt of the following, each in form and substance reasonably satisfactory to the City:

5.4.1 Disbursement Request, together with all required Supporting Documentation;

5.4.2 Except for subsequent disbursements for pre-construction costs, evidence that Developer has obtained all Governmental Approvals or, after construction has commenced, a satisfactory inspection report with respect to the applicable Museum Improvements from the City, which shall be delivered with the applicable Disbursement Request; and

5.4.3 An updated Budget (showing the amount of money spent or incurred to date on particular items and the remaining costs for the Museum Improvements under construction).

5.4.4 Additionally, prior to any Disbursement hereunder for the costs of construction of any portion of the Museum Improvements, the City must be satisfied that all necessary approvals from governmental or quasi-governmental authorities (including without limitation the St. Johns River Water Management District and FDEP) having jurisdiction over the Museum Improvements, including but not limited to street openings or closings, zonings and use and occupancy permits, sewer permits, stormwater drainage permits, and environmental permits and approvals (the "**Governmental Approvals**"), have been obtained for the applicable Museum Improvements under construction, and are or will be final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.

5.5 **Conditions to Final Disbursement**. The City's obligation hereunder to make the final Disbursement with respect to the Museum Improvements is conditioned upon City's receipt of all of the following, each in form and substance reasonably satisfactory to the City:

5.6 Disbursement Request, together with all required Supporting Documentation.

5.7 Evidence that Developer has obtained all Governmental Approvals for the completed Museum Improvements and a satisfactory inspection report with respect to the Museum Improvements from the City, which shall be delivered by Developer with the Disbursement Request.

5.8 An updated Budget, showing the amount of money spent or incurred to date on all of the Museum Improvements.

5.9 Additionally, prior to any final Disbursement hereunder for the costs of construction of the Museum Improvements, the City must be satisfied that all necessary Governmental Approvals have been obtained or will be obtained in due course for the Museum Improvements, and are or will be final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.

5.10 A final as-built survey showing all of the Museum Improvements and applicable easements in compliance with the requirements of Section 7.9.

5.11 Evidence satisfactory to the City that Developer has completed construction of the Museum Improvements, and each of the items set forth in the Museum Improvements Completion Conditions set forth in Section 7.13 below.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

Developer represents and warrants to City that, to its knowledge:

6.1 Authority; Enforceability. (a) The execution and delivery hereof has been approved by all parties whose approval is required under the terms of the governing documents of Developer; (b) this Agreement and any documents executed in connection herewith do not violate any of the terms or conditions of such governing documents and this Agreement is binding upon Developer and enforceable against it in accordance with its terms; (c) the person(s) executing this Agreement on behalf of Developer is (are) duly authorized and fully empowered to execute the same for and on behalf of Developer; and (d) Developer is duly authorized to transact business in the State of Florida and has received all necessary permits and authorizations required by appropriate governmental agencies as a condition to doing business in the State of Florida.

6.2 Survival. All of the representations and warranties of Developer, as set forth in this Agreement, shall survive the making of this Agreement and shall be continuing for a period of one year after the Completion Date as set forth herein.

ARTICLE 7
COVENANTS

7.1 Construction of the Museum Improvements. Subject to the provisions of Section 11.2 and unless otherwise agreed in writing by City, ongoing physical construction of the Museum Improvements shall commence by the Commencement Date as established pursuant to Section 3.7 and shall be carried on diligently without any Impermissible Delays.

7.2 Manner of Construction of the Museum Improvements. The Museum Improvements shall be constructed in a good and workmanlike manner, in substantial accordance with the applicable Plans and Specifications and in compliance with all state, federal and local laws.

7.3 Plans and Specifications for the Museum Improvements. Prior to the Commencement of Construction of the Museum Improvements and prior to entering into any constructions contracts for the same, the City shall have received and approved in its reasonable discretion the Plans and Specifications and Budget (for the purposes of this Article 7, collectively, the "Plans") prepared by Developer's design team for the Museum Improvements. The Plans (i) will comply with all applicable City/state/federal standards, and with the provisions of this Agreement, (ii) shall be reviewed by the City and DIA within thirty (30) days of submission in form acceptable to the City, and (iii) shall be subject to the City's and DIA's approval. Developer shall use the approved Plans and Specifications to solicit bids and/or proposals for the construction of such Museum Improvements. The City shall be given the opportunity to review all bids and approve the final award in its reasonable discretion. City representatives shall have access to any portion of the Museum Improvements during construction to confirm such Museum Improvements are constructed consistent with the approved Plans.

7.4 Pre-Construction Surveys. On or before the Commencement Date, Developer shall deliver to the City surveys (meeting Florida minimum technical standards) and legal descriptions, which will cover such Museum Improvements as well as the location of utility and drainage easements and utility sites. The form and content of the surveys and legal descriptions shall be reasonably satisfactory to City which shall indicate their approval in writing after approving of such form and content in accordance with their respective standard practices.

7.5 Developer Responsibilities; Ownership of Museum Improvements. After the Effective Date, Developer shall be responsible for overseeing the design, permitting and construction of the Museum Improvements under the terms and conditions of this Agreement. City, at all times, shall be the owner and have title to all materials incorporated into the Museum Improvements, as well as owner of the entirety of the Museum Improvements during construction and after Substantial Completion thereof.

7.6 Award of Design Professional's Contract(s) and Construction Contract(s).

7.6.1 Developer shall be responsible for competitively and publicly soliciting professional services, including design and engineering professionals and to conduct the Work in compliance with Section 287.055, Florida Statutes, as applicable, and otherwise in compliance with applicable State of Florida law and this Agreement, and in consultation with the City

Procurement Department. Competitive solicitation of all professional services, construction services, and/or other equipment and materials for the construction of the Museum Improvements shall be in compliance with Section 287.055, and Section 255.20, Florida Statutes, as applicable. All potential bidders shall be prequalified to do business with the City pursuant to the requirements and procedures set forth by the Chief of Procurement and the Ordinance Code of the City of Jacksonville. To the extent competitive solicitation is required for the Museum Improvements, the bidder or bidders selected by Developer in its final award may or may not have submitted the absolute lowest bid; provided, however, that prior to the actual bid award to any bidder other than the lowest bidder, the City shall be given the opportunity to review and approve the bid analysis and award procedures utilized in Developer's final award. City shall have the right to review the bid analysis and award procedures to confirm that such bid and award procedures were conducted in compliance with Florida law. All planning, design and construction services shall be conducted by design professionals, construction companies and/or equipment and material suppliers licensed or certified to conduct business in the State of Florida and the City. Nothing herein shall be deemed to (1) confer any rights on third parties, including any bidders, prospective bidders, contractors or subcontractors, or (2) impose any obligations or liability on the City. Notwithstanding anything to the contrary herein, the bidding and contract award procedures for the Museum Improvements must comply with the procurement requirements of Florida law for public construction projects, including but not limited to Section 287.055, Florida Statutes.

7.6.2 After awarding the Construction Contract for any portion of the Museum Improvements, Developer shall in a timely manner notify the General Contractor to proceed with the Work of constructing such portion of the Museum Improvements. No notice to proceed shall be given until, and the parties' obligations hereunder shall be conditioned upon, satisfaction of the following conditions:

(a) The City shall have received evidence reasonably satisfactory to it that the cost of the Museum Improvements to be constructed will not exceed the amount set forth in the Budget, and that such Museum Improvements will be completed by the Completion Date;

(b) Developer shall provide to the City payment and performance bonds in form and content acceptable to the City in accordance with this Agreement as set forth in Section 7.21 below;

(c) The City shall have received such assurances as may reasonably be required that all necessary permits and other governmental requirements for construction of the Museum Improvements have been received and satisfied or can be received and satisfied in due course.

7.6.3 Developer, the Design Professionals and General Contractor, in consideration of the fees set forth in the Budget, shall perform construction contract management, including obtaining of required testing, inspecting the Work and rendering periodic reports to the City on the progress of the Museum Improvements in compliance with procedures reasonably satisfactory to the City. The City shall be entitled to review and approve the General Contractor's (or construction manager's) draw requests (to be submitted in a City approved format).

7.7 Prosecution of Work. Developer, the Design Professionals and General Contractor, in consideration of the fees set forth in the Budget, shall perform construction contract management, including obtaining of required testing, inspecting the Work and rendering monthly reports to City on the progress of the Museum Improvements if requested by City. Developer shall work diligently to complete construction of the Museum Improvements in a timely and reasonable manner. The threshold inspector selected consistent with Section 553.79, Florida Statutes, shall be paid solely from the City Funding, provided such costs shall be deemed a Verified Direct Cost and the aggregate City Funding authorized by this Agreement shall comply with the Museum Improvements Funding Ratio.

7.8 Liens and Lien Waivers. Developer shall take all action necessary to have any mechanic's and materialmen's liens, judgment liens or other liens or encumbrances related to the Museum Improvements released or transferred to bond within ten business (10) days of the date Developer receives notice of the filing of such lines or encumbrances. Neither the City nor the DIA shall be responsible for any lien or encumbrance related to the Museum Improvements but City shall work cooperatively with Developer for Developer to bond over or remove any such lien or encumbrance. Developer shall be responsible for assuring compliance in all respects whatsoever with the applicable mechanic's and materialmen's lien laws.

7.9 As-Built and Other Surveys. Developer shall deliver to City, in compliance with City's survey requirements, an as-built survey of the Museum Improvements within sixty (60) after Substantial Completion of construction thereof.

7.10 Compliance with Laws and Restrictions. All construction of any portion of the Museum Improvements shall be performed in accordance with all applicable statutes, ordinances, codes, regulations and restrictions. All contractors, subcontractors, mechanics or laborers or other persons providing labor or material in construction of any portion of the Museum Improvements shall have or be covered by worker's compensation insurance, if required by applicable law.

7.11 Ownership of Construction Documents. As security for the obligations of Developer under this Agreement, Developer hereby grants, transfers and assigns to City all of Developer's right, title, interest (free of any security interests of third parties) and benefits in or under the Construction Documents, including any copyrights thereto. Developer represents and warrants that it has permission and authority to convey ownership of the Construction Documents as set forth herein.

7.12 Authority of City/DIA to Monitor Compliance. During all periods of design and construction, Developer shall permit the City's Director of Public Works, Director of Parks, Recreation and Community Services, or their respective designated personnel, to monitor compliance by Developer with the provisions of this Agreement, the Construction Documents and the Museum Improvements Documents. During the period of construction and with prior notice to Developer, representatives of City shall have the right of access to Developer's records and employees, as they relate to Museum Improvements, during normal business hours, provided, however, that Developer shall have the right to have a representative of Developer present during any such inspection.

7.13 Completion of the Museum Improvements. Subject to the terms of this Agreement and to the Force Majeure provisions of Section 11.2, Developer shall Complete Construction of the Museum Improvements by no later than the Completion Date. For purposes of this Agreement, completion of the Museum Improvements shall be deemed to have occurred only when the following conditions (the "Museum Improvements Completion Conditions") shall have been satisfied:

7.13.1 Upon Completion of the Museum Improvements, Developer shall submit to City a proper contractor's final affidavit and releases of liens from each contractor, subcontractor and supplier, or other proof satisfactory to City, confirming that payment has been made for all materials supplied and labor furnished in connection with such Museum Improvements through the date of Substantial Completion reflected in the Disbursement Request;

7.13.2 The Museum Improvements shall have been finally completed in all material respects in substantial accordance with the applicable Plans and Specifications, as verified by a final inspection report satisfactory to City from Developer's construction inspector, certifying that the Museum Improvements have been constructed in a good and workmanlike manner and are in satisfactory condition and are ready for immediate use;

7.13.3 The City shall have issued the Substantial Completion Letter as to the Museum Improvements stating that the Museum Improvements are Substantially Complete and may be used for their intended purpose; and

7.13.4 Developer shall cause the General Contractor to provide a one-year warranty on the Museum Improvements, with said warranty commencing on Substantial Completion and acceptance by the City of the Museum Improvements.

7.14 Change Orders. In connection with any portion of the Museum Improvements, no material amendment shall be made to the Plans and Specifications, the Design Professional's Contract(s) or the Construction Contract, nor shall any change orders be made thereunder, without the prior written consent of the City in their reasonable discretion. Developer shall notify the City in writing of any requested changed condition/change order, which shall describe the changed scope of work, all related costs, and any necessary delay in the Completion Date ("Developer Change Order Request"). Within seven (7) business days after receipt of a Developer Change Order Request, the City will determine if the Developer Change Order Request is justified and will respond to Developer in writing as to whether or not the City and DIA approve the Developer Change Order Request and whether the City and DIA are willing to authorize any associated delay in the Completion Date set forth therein. If the City and DIA do not approve the Developer Change Order Request, the City and DIA will have an additional ten (10) business days to evaluate and respond to Developer in writing. Once a Developer Change Order Request has been agreed upon by Developer, City and DIA, a formal Change Order, describing the agreed scope of work, and applicable extension of the Completion Date, will be executed by both parties within ten (10) business days ("Approved Change Order"). The parties acknowledge that the Work that is the subject of a Developer Change Order Request will not proceed during the City/DIA change order response period, but other Work that will not affect or be affected by the Work that is the subject of a Developer Change Order Request will not be stopped during the City/DIA change order response period. Notwithstanding anything herein, any increased costs in excess of the City

Funding and MOSH Funding for the Museum Improvements resulting from any and all Approved Change Orders during the construction of the Museum Improvements shall be the responsibility of Developer. For the purposes of this Section 7.14, "material" amendment to the Plans and Specifications, the Design Professional's Contract(s) or the Construction Contract is defined as an amendment with related costs in excess of $10,000 and/or that change the scope of the Museum Improvements or associated delays in the Completion Date.

7.15 Subcontractors. Developer agrees that it will not engage or permit the General Contractor to engage or continue to employ any contractor, subcontractor or materialman who may be reasonably objectionable to City. If requested by City, Developer shall deliver to City a fully executed copy of each of the agreements between Developer and such contractors and between the General Contractor and its subcontractors, each of which shall be in form and substance reasonably satisfactory to City. City's approval of a construction contract is specifically conditioned upon the following: (a) the total contract price thereof does not exceed the fair and reasonable cost of the Work to be performed thereunder, (b) the contractor or subcontractor is of recognized standing in the trade, and is otherwise reasonably acceptable to City, and (c) approval of the City's Procurement Department based on its standard prequalification criteria for construction work on City property, provided such contractors or subcontractors are determined by Developer to be qualified and experienced in the design and construction of the Museum Improvements.

7.16 Discrimination. Developer shall not discriminate against any person, or group of persons on account of race, color, creed, sex, age, religion, national origin, marital status, handicap, having children or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of all or any part of the Museum Improvements nor shall Developer or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with the reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sublessees or vendees thereof.

7.17 Indemnification.

Developer shall indemnify the City, the DIA and their respective employees, agents, representatives, successors, assigns, contractors and subcontractors (collectively "Indemnified Parties") against and from all liabilities, damages, losses, costs, and expenses of whatsoever kind or nature, including, but not limited to, reasonable attorney's fees, reasonable expert witness fees and court costs (all of which are collectively referred to as "Damages"), arising out of or in connection with any negligent act or omission or willful misconduct of Developer, the General Contractor or any of their respective employees, contractors, agents or representatives (collectively, the "Developer Parties") in connection with the Developer Parties' construction of the Museum Improvements, which Damages are not paid or reimbursed by or through the Payment and Performance Bond or Insurance as required under this Agreement. This indemnification shall survive the expiration or termination of this Agreement. The term "Indemnified Parties" as used in this Section shall include the DIA, the City, and all officers, board members, DIA Board members, City Council members, employees, representatives, agents, successors and assigns of DIA or the City. This Section 7.17 shall survive the expiration, earlier termination or completion of this Agreement for a period of five (5) years.

7.18 Insurance and Bond Requirements. See **Exhibit G** attached hereto and incorporated herein by this reference for the insurance and bond requirements of the General Contractor.

7.19 Materials and Workmanship. All workmanship, equipment, materials and articles incorporated in the Work are to be new and in accordance with City's Standards, Specification and Details to be provided by City. Developer shall furnish the City with certified copies of test results made of the materials or articles which are to be incorporated in the Work for approval. When so directed, samples of materials shall be submitted for approval. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection, removal and replacement at Developer's expense. If not otherwise provided, material or Work called for in this Agreement shall be furnished and performed in accordance with the manufacturer's instructions and established practice and standards recognized by architects, engineers and the trade.

7.20 Warranty and Guarantee of Work.

7.20.1 Developer warrants to the City that all Work will be of good quality, and substantially in compliance with this Agreement and in accordance with the provisions of Section 7.19. All Work not in conformance to the requirements of this Agreement, including substitutions not properly approved and authorized, may be considered defective. If required by City, Developer shall provide satisfactory evidence as to the quality, type and kind of equipment and materials furnished. This warranty is not limited by, nor limits any other warranty-related provision in this Agreement.

7.20.2 If, within one year of acceptance of the Museum Improvements by City, or within such longer period of time prescribed by law or by the terms of any special warranty provision of this Agreement, any of the Work is found to be defective or not in conformance with this Agreement, Developer shall cause the General Contractor to correct it promptly after notice of such defect or nonconformance. Corrective Work during the warranty period shall also be warranted for a period of one year, with each corrective effort in turn being warranted for a period of one year of satisfactory performance. This obligation shall survive termination, expiration or completion of the Agreement. City shall give notice to Developer promptly after discovery of the condition.

7.20.3 Developer shall bear the cost of correcting or removing all defective or nonconforming Work, including the cost for correcting any damage caused to equipment, materials or other Work by such defect or the correcting thereof.

7.20.4 Developer shall correct any defective or nonconforming Work to the reasonable satisfaction of City, and any of the Work, equipment or materials damaged as a result of such condition or the correcting of such condition, within thirty (30) calendar days of notice of such condition. Should Developer fail to timely correct defective or non-conforming Work under warranty, City, or a third-party contractor on behalf of City, may correct such Work itself and Developer shall reimburse City for the costs of such corrective Work promptly and no later than thirty (30) days after receipt of an invoice from City pertaining to such corrective Work undertaken by City. If Developer fails to correct the nonconforming or defective Work, Developer will be in default hereunder.

7.20.5 Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Developer may have under this Agreement. The establishment of the time period of one year after the date of Substantial Completion, or such longer period of time as may be prescribed by law or by the items of any warranty required by this Agreement, relates only to the specific obligation of Developer to correct the Work and has no relationship to the time within which its obligation to comply with this Agreement may be sought to be enforced, nor the time within which proceedings may be commenced to establish Developer's liability with respect to its obligations other than specifically to correct the Work.

7.21 Payment and Performance Bonds.

7.21.1 Developer shall cause the General Contractor to furnish Performance and Payment Bonds consistent with the requirements of Section 255.05, Florida Statutes, as security for its faithful performance under this Agreement. The Bonds shall be in an amount at least equal to the amount of the Direct Costs for the construction of the Museum Improvements. The Bonds shall be in a form acceptable to the City, and with a surety that is acceptable to the City's Division of Insurance and Risk Management. The cost thereof shall be included in the applicable Budget.

7.21.2 The Performance and Payment Bonds for the Museum Improvements shall accompany the Budget and Plans and Specifications submitted to the City for approval. The Performance and Payment Bonds shall be recorded and delivered prior to Commencement of the Museum Improvements.

7.21.3 If any surety upon any bond furnished in connection with this Agreement becomes unacceptable to the City, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the City, Developer shall, at its own expense, promptly furnish such additional security as may be required from time to time to protect the interests of the City and of persons supplying labor or materials in the prosecution of the Work contemplated by this Agreement and as permitted in the Budget.

7.22 Jacksonville Small and Emerging Businesses (JSEB) Program.

Developer, in further recognition of and consideration for the public funds provided to assist Developer pursuant to this Agreement, hereby acknowledges the importance of affording to small and emerging vendors and contractors the full and reasonable opportunity to provide materials and services ("Opportunity"). Therefore, Developer hereby agrees as follows:

7.22.1 Developer shall obtain from City's Procurement Division the list of certified Jacksonville Small and Emerging Businesses ("JSEB"), and shall, in accordance with Jacksonville Ordinance Code ("Code") Sections 126.601 et seq., use good faith efforts to enter into contracts with City certified JSEBs to provide materials or services in an aggregate amount of twenty percent (20%) of the total Verified Direct Costs of the construction of the Museum Improvements or the City's maximum contribution to the Museum Improvements, whichever is less, provided such JSEBs are determined by Developer to be qualified and experienced in the design and construction of the Museum Improvements.

7.22.2 Developer shall submit a JSEB report regarding Developer's actual use of City certified JSEBs for design, engineering, permitting, construction and inspection of the

Museum Improvements. A JSEB report shall be submitted on a quarterly basis until Substantial Completion of Construction of the Museum Improvements. The form of the report to be used for the purposes of this Section is attached hereto as **Exhibit H** (the "JSEB Reporting Form").

7.23 Indemnification by Contractors.

Developer agrees to include the indemnification provisions set forth in **Exhibit I**, attached hereto and incorporated herein, in all contracts with contractors, subcontractors, consultants, and subconsultants who perform work in connection with this Agreement.

ARTICLE 8
NO ASSIGNMENT OR CONVEYANCE; RESTRICTIONS ON ENCUMBRANCE

8.1 Assignment; Limitation on Conveyance. Developer agrees that it shall not, without the prior written consent of City and DIA, assign, transfer or convey this Agreement or the Museum Improvements Documents or any provision hereof or thereof. The provisions of this section shall not apply to any assignment, transfer or conveyance as collateral or to the sale or conveyance to the holder of any mortgage encumbering all or any portion of Developer's leasehold interest in the property, if any. Any such sale, assignment or conveyance in violation of this section shall constitute a default hereunder, and City may continue to look to Developer to enforce all of the terms and conditions of this Agreement as if such purported sale, assignment or conveyance had not occurred. Any authorized assignment hereunder shall be pursuant to an assignment and assumption agreement in form and content acceptable to the City and DIA in their reasonable discretion.

ARTICLE 9
EVENTS OF DEFAULT AND REMEDIES

9.1 **Event of Default**. The following shall constitute an event of default (each, an "Event of Default") hereunder:

9.1.1 A breach by any party of any other term, covenant, condition, obligation or agreement under this Agreement, and the continuance of such breach for a period of thirty (30) days after written notice thereof shall have been given to such party, provided, however, that if such breach is not reasonably susceptible to cure within thirty (30) days, then the time to cure such breach shall be extended to ninety (90) days so long as the defaulting party is diligently and in good faith pursing such cure;

9.1.2 Any representation or warranty made by any party in this Agreement or the RDA and related documents shall prove to be false, incorrect or misleading in any material respect as of the Effective Date, which is not cured as provided in Section 9.1.1;

9.1.3 A continuing default after any applicable cure period under the Museum Improvements Documents;

9.1.4 The termination of, or default under, the Construction Contract by Developer or the General Contractor, provided, however, that in the event the Construction

Contract is terminated, Developer shall have up to ninety (90) days in which to enter into a replacement Construction Contract, on such terms and with such other General Contractor as shall be reasonably acceptable to City;

9.1.5 Failure of Developer to complete the Museum Improvements in accordance with the Plans and Specifications which, in the reasonable judgment of the City Director of Public Works, results in a Museum Improvements which will not adequately serve the City;

9.1.6 Failure of Developer to Complete Construction of the Museum Improvements, or abandonment of or cessation of Work on any portion of the Museum Improvements at any time prior to completion for a period of more than thirty (30) consecutive business days, except on account of Force Majeure, in which case such period shall be the lesser of the actual period of delay or ninety (90) consecutive days;

9.1.7 The entry of a decree or order by a court having jurisdiction in the premises adjudging the defaulting party bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the such party under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a receiver, liquidator, custodian, assignee, or sequestrator (or other similar official) of such party or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuation of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days; or

9.1.8 The institution by any party of proceedings to be adjudicated bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it to the institution of bankruptcy or insolvency proceedings against it, or the filing of a petition or answer or consent seeking reorganization or relief under the United States Bankruptcy Code or any other similar applicable federal or state law, or the consent by it to the filing of any such petition or to the appointment of a receiver, liquidator, custodian, assignee, trustee or sequestrator (or other similar official) of such party of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due.

9.2 Disbursements. Upon or at any time after the occurrence of an Event of Default, subject to the notice and cure requirements set forth in Section 9.1.1, the City may refuse to make the Disbursement and terminate City's commitment to make any portion of the Disbursement hereunder, except for Verified Direct Costs for work actually performed prior to the date giving rise to the Event of Default.

9.2.1 In the event Developer's action giving rise to an Event of Default pertains to any failure by Developer to commence with or complete construction of the Museum Improvements within the time periods required herein, the City shall be entitled (but not obligated) to (i) complete the applicable the Museum Improvements, and (ii) terminate the City's obligation to pay for any other Museum Improvements costs hereunder. Developer shall remain obligated to the City for any amounts owed by Developer hereunder as a result of such default.

(a) Provided however, if the Event of Default and failure of Developer to cure described above is caused by unforeseen events, Force Majeure (as set forth in Section 11.2) or third party actions which are outside the control of Developer, then in such event the City shall meet with Developer to consider alternative resolutions and shall use reasonable efforts and reasonably cooperate with Developer to reach a mutually acceptable amendment to this Agreement.

(b) In the event that the Event of Default and failure of Developer to cure is caused by Developer's acts or omissions, then upon termination the City may use an alternative general contractor or development manager selected in its sole discretion provided however such general contractor or development manager shall complete the Museum Improvements in accordance with the terms and conditions of this Agreement and all Exhibits hereto.

9.2.2 Developer agrees that an Event of Default under this Agreement shall constitute a default under the Project Documents as to which no additional notice or right to cure shall apply.

9.2.3 Notwithstanding anything herein, upon any breach by the City or DIA hereunder, Developer's maximum damages hereunder (including prejudgment interest) shall be limited to the undisbursed Direct Costs required for the completion of the construction of the Museum Improvements previously Commenced and then under construction in accordance with this Agreement. Any such damages amount will be used by Developer only for the construction of the Museum Improvements then under construction in accordance with the costs in the Budget and pursuant to the Plans and Specifications, and shall be disbursed periodically in partial amounts by the City pursuant to the Disbursement terms and conditions of this Agreement so that a particular Disbursement will only be made after receipt by the City of a Disbursement Request and the completion by Developer of the portion Museum Improvements to which such Disbursement Request applies. The provisions of this Article 9 shall survive the expiration or termination of this Agreement.

ARTICLE 10
ENVIRONMENTAL MATTERS

10.1 Environmental Laws. "Environmental Laws" or "Environmental Law" shall mean any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste-water, storm water runoff, retention ponds, storm water systems, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, regulations, orders, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) ("CERCLA"); (ii) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) ("RCRA"); (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); (v)

the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vii) the Safe Drinking Water Act (42 U.S.C. Section 300f et seq.); (viii) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (ix) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (x) Title III of the Superfund Amendments and Reauthorization Act (42 U.S.C. Section 11001 et seq.); (xi) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.); (xii) the Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.); (xiii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (xiv) the Noise Control Act (42 U.S.C. Section 4901 et seq.); (xv) Chapter 62-780, Florida Administrative Code (FAC) Contaminated Site Cleanup Criteria; and (xvi) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 11001 et seq.).

10.2 Hazardous Materials. "Hazardous Materials" means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law. Without limiting the generality of the foregoing, the term shall mean and include: (a) "Hazardous Substance(s)" as defined in CERCLA, the Superfund Amendments and Reauthorization Act of 1986, or Title III of the Superfund Amendments and Reauthorization Act, each as amended, and regulations promulgated thereunder including, but not limited to, asbestos or any substance containing asbestos, polychlorinated biphenyls, any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes; (b) any petroleum or petroleum-derived waste or product or related materials, and any items defined as hazardous, special or toxic materials, substances or waste; (c) "Hazardous Waste" as defined in the Resource Conservation and Recovery Act of 1976, as amended, and regulations promulgated thereunder; (d) "Materials" as defined as "Hazardous Materials" in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder; (e) "Chemical Substance" or "Mixture" as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder; and (f) mold, microbial growth, moisture impacted building material, lead-based paint or lead-containing coatings, components, materials, or debris, and self-illuminated tritium containing structures, including but not limited to tritium containing exit signs.

10.3 Release of Liability. In the event that Hazardous Materials are discovered within the Museum Improvements Area that affect the construction of the Museum Improvements, any increased cost for such work shall be the responsibility of MOSH. In the event the Florida Department of Environmental Protection or other governmental entity having jurisdiction regarding Hazardous Materials compels remediation work to be undertaken within the Museum Improvements Area, as between Developer and the City, such work in excess of the Maximum City Funding Disbursement Amount will be the responsibility of MOSH. In the event Developer handles Hazardous Materials attendant to construction of the Museum Improvements, it shall do so in compliance with all applicable Environmental Laws and shall be responsible for the health and safety of its workers in handling these materials.

10.4 Developer Release of Hazardous Materials. Developer shall be responsible for any new release of Hazardous Materials within the Museum Improvements Area directly caused by the actions of Developer occurring after the Effective Date of this Agreement or the RDA ("New Release"). For purposes of clarity, any migration of Hazardous Materials within, into or out of the

Museum Improvements Area shall not constitute a New Release caused by Developer, provided, however, the Developer shall be responsible to the extent of any increased liability or financial costs incurred by the City for the spreading, worsening, or exacerbation of a release if directly caused by the negligence, recklessness or intentional wrongful conduct of Developer. Developer shall indemnify and hold the City and its members, officials, officers, employees, and agents harmless from and against any and all claims, costs, damages, or other liability, incurred by the City in connection with New Releases or the spreading, worsening, or exacerbation of a release directly caused by the Developer to the extent of and due to Developer's negligence, recklessness, or intentional wrongful misconduct.

ARTICLE 11
GENERAL PROVISIONS

11.1 Non-Liability. No member, official or employee of City shall be personally liable to Developer or to any person with whom Developer shall have entered into any contract, or to any other person in the event of any default or breach of City or for any amount which may become due to Developer or any other person under the terms of this Agreement.

No director, officer or employee of Developer shall be personally liable to City or to any person with whom City shall have entered into any contract, or to any other person in the event of any default or breach of Developer, or for any amount which may become due to City or any other person under the terms of this Agreement.

11.2 Force Majeure. No party to this Agreement shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualty, declared state of emergency, acts of God, acts of public enemy, epidemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities service, lack of transportation, severe weather and other acts or failures beyond the control or without the control of any party (collectively, a "Force Majeure Event"); provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay. A party affected by a Force Majeure Event (the "Affected Party") shall immediately notify the other party ("Non-Affected Party") in writing of the event, giving sufficient details thereof and the likely duration of the delay. The Affected Party shall use all commercially reasonable efforts to recommence performance of its obligations under this Agreement as soon as reasonably possible. In no event shall any of the foregoing excuse any financial liability of a party.

11.3 Notices. All notices to be given hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by a courier service utilizing return receipts, to the party at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notice shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, or the date actually received if sent by personal delivery or courier service, except that notice of a change in address shall be effective only upon receipt.

11.3.1 DIA and City:

Department of Public Works
214 N. Hogan Street, 10th Flr.
Jacksonville, FL 32202
Attn: _____

Downtown Investment Authority
117 W. Duval St., Suite 310
Jacksonville, FL 32202
Attn: _____

With a copy to:

General Counsel
Office of the General Counsel
City Hall – St. James Building
117 West Duval Street, Suite 480
Jacksonville, FL 32202

11.3.2 Developer:

Museum of Science and History
1025 Museum Circle
Jacksonville, FL 32207
Attn: Chief Executive Officer

With a copy to:

Museum of Science and History of Jacksonville, Inc.
1025 Museum Circle, Jacksonville, FL 32207
Attention: Karen Amason, Chief Financial Officer
Email: kamason@themosh.org

11.4 Time is of the Essence. Time is of the essence in the performance by any party of its obligations hereunder.

11.5 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.

11.6 Amendment. No amendment or modification of this Agreement shall be effective or binding upon any party hereto unless such amendment of modification is in writing, signed by an authorized officer of the party claimed to be bound and delivered to the other party.

11.7 Waivers. All waivers, amendments or modifications of this Agreement must be in writing and signed by all parties. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights or remedies. Except with respect to rights and remedies expressly declared to be

exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, or any other rights or remedies for the same default or any other default by the other party.

11.8 Severability. The invalidity, illegality or inability to enforce any one or more of the provisions of this Agreement shall not affect any other provisions of this Agreement, but this Agreement will be construed as if such invalid illegal or unenforceable provision had never been contained herein.

11.9 Independent Contractor. In the performance of this Agreement, Developer will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or association of City. Developer and its employees or agents or contractors shall be solely responsible for the means, method, technique, sequences and procedures utilized by Developer in performance of this Agreement.

11.10 Exemption of City/DIA. Neither this Agreement nor the obligations imposed upon City or DIA hereunder shall be or constitute an indebtedness of City or DIA within the meaning of any constitutional, statutory or charter provisions requiring City or DIA to levy ad valorem taxes nor a lien upon any properties of City.

11.11 Parties to Agreement. This is an agreement solely between City, DIA and Developer. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any person not a party hereto other than and the permitted successors or assigns of City, DIA and Developer. This Agreement shall be binding upon Developer, and Developer's successors and assigns, and shall inure to the benefit of City, DIA and their respective successors and assigns; provided, however, Developer shall not assign, transfer or encumber its rights or obligations hereunder or under any document executed in connection herewith, except in accordance with the terms and conditions of Section 8.1 above.

11.12 Venue: Applicable Law; Attorneys' Fees. Venue for the purposes of any and all legal actions arising out of or related to this Agreement shall lie solely and exclusively in the Circuit Court of Duval County, Florida, or in the U.S. District Court for the Middle District of Florida, Jacksonville Division. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement. Each party shall be responsible for its own attorneys' fees and costs related to this Agreement and the Museum Improvements Documents.

11.13 Contract Administration. The City's Director of Public Works, or her respective designees, shall act as the designated representatives of the City to coordinate communications between the City and Developer regarding the administration of this Agreement and to otherwise coordinate and facilitate the performance of the obligations of the City under this Agreement.

11.14 Further Authorizations. The Mayor, or his designee, and the Corporation Secretary, are authorized to execute any and all contracts and documents and otherwise take all necessary or appropriate actions in connection with this Agreement, and to negotiate and execute all necessary and appropriate changes and amendments and supplements to this Agreement and other contracts and documents in furtherance of the Museum Improvements, without further City Council action,

provided any such changes and amendments are limited to "technical amendments" and do not change the total financial commitments or the performance schedule, and further provided that all such amendments and changes shall be subject to legal review by the Office of General Counsel and by all other appropriate official action required by law. The term "technical amendments" as used herein includes, without limitation, changes in legal descriptions and surveys, description of infrastructure and/or Museum Improvements, ingress and egress and utility easements and rights of way, design standards, vehicle access and site plans, to the extent the same have no material financial impact, and to the extent that the Office of General Counsel concurs that no further City Council action would be required to effect such technical amendment.

11.15 Civil Rights. Developer agrees to comply with all of the terms and requirements of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, and the antidiscrimination provisions of Chapter 126, Part 4, of the Code, and further agrees that in its operation under this Agreement it will not discriminate against anyone on the basis of race, color, age, disability, sex or national origin.

11.16 Further Assurances. Developer will, upon the City's request: (a) promptly correct any defect, error or omission in this Agreement or any of the Museum Improvements Documents; (b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of such Museum Improvements Documents and to identify (subject to the liens of the Museum Improvements Documents) any property intended to be covered thereby, including any renewals, additions, substitutions, replacements, or appurtenances to the subject property; (c) execute, acknowledge, deliver, procure, file or record any documents or instruments deemed necessary, desirable or proper by City or DIA to protect the liens or the security interest under the Museum Improvements Documents against the right or interests of third persons; and (d) provide such certificates, documents, reports, information, affidavits or other instruments and do such further acts deemed necessary, desirable or proper by City to carry out the purposes of the Museum Improvements Documents.

11.17 Exhibits. In the event of a conflict between any provisions of this Agreement and any exhibit attached to or referenced in this Agreement, the provisions of this Agreement shall govern.

11.18 Construction. All parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Developer further acknowledges that it has had ample time to review this Agreement and related documents with counsel of choice. Any doubtful or ambiguous provisions contained herein shall not be construed against the party who drafted this Agreement. Captions and headings in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

11.19 Counterparts. This Agreement may be executed in counterparts, which when later combined shall constitute one and the same document as if originally executed together. Scanned or faxed signatures shall suffice as original signatures, and the parties may exchange executed counterparts by fax or email, which shall be valid for all purposes.

11.20 Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of the City's sovereign immunity or the limits of liability as set forth in Section 768.28, Florida Statutes or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement, to be effective on the Effective Date.

ATTEST:

By:_____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By:_____
Donna Deegan, Mayor

DOWNTOWN INVESTMENT AUTHORITY

By: _____
Lori N. Boyer
Chief Executive Officer

Form Approved:

_____
Office of General Counsel

Signed, sealed and delivered
in the presence of:

_____
(Printed Name)_____

_____
(Printed Name)_____

MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC., a Florida not-for-profit corporation

By: _____

Name: _____

Its: _____

Encumbrance and funding information for internal City use:

1Cloud Account for Certification of Funds	Amount

The above-stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Contract; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequently issued purchase orders, as specified in said Contract.

_____
Director of Finance
City Contract Number: _____

LIST OF EXHIBITS

EXHIBIT A	Description of Museum Improvements/Plans and Specifications
EXHIBIT B	Museum Improvements Area
EXHIBIT C	Budget for Design of Museum Improvements
EXHIBIT C-1	Budget for Construction of Museum Improvements
EXHIBIT D	Omitted
EXHIBIT E	Disbursement Request Forms
EXHIBIT F	Omitted
EXHIBIT G	Insurance and Bond Requirements
EXHIBIT H	JSEB Reporting Form
EXHIBIT I	Indemnification Requirements of Contractors

EXHIBIT A

Description of Museum Improvements

[To be supplemented with final, approved 10-set plans once available.]

Minimum Required Construction Costs of $85,000,000 and as further described in this **Exhibit A**, the construction on the Museum Parcel of a building containing a minimum 75,000 gross square feet of space that includes a minimum of 50,000 gross square feet for exhibit and gallery space and otherwise includes classrooms, gift shops, cafes, event space and other spaces associated with a museum, and also includes associated parking, driveways, and, if desired, private outdoor exhibit spaces to be constructed on the Museum Parcel. The Museum Improvements will include the improvements depicted and described in the Final DDRB approved plans consistent with the following criteria in addition to the Downtown Zoning Overlay and design guidelines:

a. MOSH will design the Museum Improvements and the Park Project Improvements with the aspirational goal of creating an iconic venue. Iconic means that the facility will be visually dramatic, unique, and memorable. It will be designed with the intent to draw visitors from around the Southeast Region and serve as an important and enduring landmark contributing to that which defines the City as a distinctive urban center and will remain visually and experientially appealing with the passage of time.

b. The design will comply with the Downtown Overlay Zone Standards as enacted within the Jacksonville Municipal Code, as well as the DDRB's development guidelines except as may otherwise be approved by the DDRB and allowed by Ordinance Code. A minimum 50' building setback from the St. Johns River on all waterfront sides of the Museum Parcel will be required and no portion of the Museum Parcel may encroach within this zone.

c. MOSH shall advise its design team that DIA desires an expanded riverfront park space adjacent to the Riverwalk Improvements to connect parks east and west of the site. To the extent feasible, the building itself and the boundary of the Museum Parcel will be set back 100 feet or more from the bulkhead of the St. Johns River but its riverfront frontage should open to and engage with the Riverfront park. Furthermore, the building should be designed to engage with Bay Street. DIA envisions a walkable activated corridor, and the Project Parcel needs to contribute to the activation of that street frontage. In most instances, retail or restaurant space with direct sidewalk access is required and the zoning Overlay includes a "build to" line.

d. The design of the Museum Parcel may include queueing space for loading and unloading a maximum of 6 buses delivering and picking up museum patrons. Surface parking of buses on the Project Parcel shall not be permitted.

e. In collaboration with the City's Chief Resiliency Officer, the design will include resiliency features, including to the extent practicable the design recommendations set forth in the

2021 Report by the City Council Special Committee on Resiliency and/or other City requirements adopted as of design review, consistent with the term of the Museum Lease. MOSH acknowledges a storm surge simulation has been provided to it by the City, and the results thereof factored into the design.

f. The design must be coordinated with the Hogan's Creek resiliency project which is under design and Emerald trail segment contemplated to cross the site. Preliminary designs contemplate a living shoreline to improve habitat and water quality at the mouth of Hogan's Creek. In addition, the current concept design proposes up to a 100' buffer from the existing bulkhead. The concept design also contemplates a Trail visitor center at Bay Street on the creek front and the trail must connect to the Riverwalk Improvements. Publicly available restrooms for trail and Riverwalk users should be accommodated either in the visitor center or elsewhere within the Park Project. The location of the pedestrian bridge crossing the creek will be subject to coordinated design and placement.

g. A science themed activity node will be included on the Project Parcel executed at a scale, durability and appeal complementing other activity nodes within the Downtown Area. The node marker shall be capable of being lighted at night and visible from other locations along the Riverwalk. If located within the Museum Parcel, MOSH shall have all maintenance obligations in connection therewith.

h. The design will include access to and features complementing the portion of the Riverwalk located adjacent to the Project Parcel.

i. Landscaping will comply with the City's standards, Downtown Design Standards, and the Riverwalk Plant Palette within the Riverwalk adjacent portion of the Project Parcel.

j. The site plan presented to the DIA will be deemed in compliance with the Downtown Overlay Zone Standards if a determination is made by the DDRB that the space between the Museum Improvements and the Bay Street frontage, as finally designed, is consistent with the Downtown Overlay Zone Standards and constitutes qualified urban open space, or a deviation from the "build to" line, meeting the criteria established in said Code. Site plan approval by the DIA is not a determination that either criterion has been met, but assumes one or the other will be, or a revised site plan will be presented to the DIA. A minimum 50' building setback from the river on all waterfront sides of the Project Parcel will be required and no portion of the Museum Parcel may encroach within this zone.

EXHIBIT B

Museum Improvements Area

[To be inserted after confirmation by survey]

EXHIBIT C

Budget for Design of Museum Improvements

[To be inserted upon completion and approval by DIA]

EXHIBIT C-1

Budget for Construction of Museum Improvements

[To be inserted once available}

EXHIBIT D

Omitted

EXHIBIT E

Disbursement Request Form

Name: _____ Request/Draw Number: _____

Address: _____ Document Number: _____

_____

Phone: _____ Date Submitted: _____

Tax ID #: _____

1.	Amount of this request:	$_____
2.	Funds received to date:	$_____
3.	Funds disbursed to date:	$_____
4.	Funds previously requested but not yet received:	$_____

Disbursements will be provided based on Verified Direct Costs of the Museum Improvements.

GRANTEE PAYMENT REQUEST

Project Address: _____

_____

_____

Payment #_____ = 100 % Complete

Total Project Cost: $_____

Amount Requested in this Draw: $_____

Grantee: _____

Including this Draw
Total Disbursements To Date: $_____

Grantee: I hereby request an inspection to receive Payment #_____ for the amount of $ _____. I certify that I have satisfactorily completed the necessary work to justify this request and that all bills incurred for labor used and materials furnished in making said repairs and improvements have been paid in full to this date.

Attached is a description of the work completed, the amount of payment requested by work item and such invoices, receipts, cancelled checks (or evidence that payment has cleared grantee's banking account), and other documents required by the City evidencing that the costs and expenses were actually incurred and paid for by the Grantee and were expended on and pertain to the Work.

Grantee Signature: _____ Date: _____

EXHIBIT F

Omitted

EXHIBIT G

Insurance Requirements

The Developer shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and Developer shall require its General Contractor, Designers, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$1,000,000 Each Accident
	$1,000,000 Disease Policy Limit
	$1,000,000 Each Employee/Disease

This insurance shall cover the Developer (and, to the extent they are not otherwise insured, their General Contractor, Contractors and subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$50,000	Fire Damage
	$5,000	Medical Expenses

Developer shall continue to maintain products/completed operations coverage for a period of ten (10) years after the final completion of the project. The amount of products/completed operations coverage maintained during the ten year period shall be not less than the combined limits of Products/ Completed Operations coverage required to be maintained by Developer in the combination of the Commercial General Liability coverage and Umbrella Liability Coverage during the performance of the Work.

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management.

Automobile Liability $1,000,000 Combined Single Limit (Coverage for all automobiles, owned, hired or non-owned used in performance of the Agreement)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Design Professional Liability	$2,000,000 per Claim $2,000,000 Aggregate

Any entity hired to perform professional services as a part of this Agreement shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement and with a ten (10) year reporting option beyond the annual expiration date of the policy.

Builders Risk %100 Completed Value of the Project

Such insurance shall be on a form acceptable to the City's Office of Insurance and Risk Management. The Builder's Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum $10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the Museum Improvements. Named insured's shall be: Developer, General Contractor, the City, and respective members, officials, officers, employees and agents, the Engineer, and the Program Management Firms(s) (when program management services are provided). The City of Jacksonville, its members, officials, officers, employees and agents are to be named as a loss payee.

Pollution Liability	$1,000,000 per Loss $2,000,000 Annual Aggregate

Any entity hired to perform services as part of this Agreement for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

Pollution Legal Liability	$1,000,000 per Loss $2,000,000 Aggregate

Any entity hired to perform services as a part of this Agreement that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily

injury and property damage for losses that arise from the facility that is accepting the waste under this Agreement.

Umbrella Liability $2,000,000 Each Occurrence/ Aggregate.

The Umbrella Liability policy shall be in excess of the above limits without any gap. The Umbrella coverage will follow-form the underlying coverages and provides on an Occurrence basis all coverages listed above.

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville, and their respective members, officials, officers, directors, employees, representatives and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville, and their respective members, officials, officers, directors, employees, representatives and agents.

C. Developers Insurance Primary. The insurance provided by Developer shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City, or any of their respective members, officials, officers, directors, employees, representatives and agents.

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

E. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured. Under no circumstances will the City of Jacksonville, and their respective members, officials, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

F. Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of Developer, Contractors, Subcontractors, employees or agents to the City or others. Any remedy provided to City, or City of Jacksonville, and their respective members, officials, officers, directors, employees and agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

G. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Developer and/or General Contractor shall relieve Developer and/or General Contractor of full responsibility to provide insurance as required under this Agreement.

H. Certificates of Insurance. Developer shall provide the City Certificates of Insurance that shows the corresponding City Agreement Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

I. Notice. Developer shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, Developer shall provide a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of Developer shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Developer shall present this Agreement and this Exhibit G to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Project Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Developer.

Bonds and Other Performance Security. Developer shall not perform or commence any construction services for the Museum Improvements until the following performance bond and labor and material payment bond or other performance security have been delivered to City.

Bonds - In accordance with the provisions of Section 255.05, Florida Statutes, Developer shall provide to City on forms furnished by the City, a 100% Performance Bond and a 100% Labor and Material Payment Bond for the Museum Improvements performed under this Agreement, each in an amount not less than an amount at least equal to the amount of the Direct Costs for the construction of the Museum Improvements, and no qualification or modifications to the Bond forms are permitted.

To be acceptable to City, as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

2. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this agreement.

5. If the Contract Award Amount exceeds $200,000, the Surety Company shall also comply with the following provisions:

a. The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best's Key Rating Guide.

CONTRACT AMOUNT	RATING	RATING
$ 500,000 TO $1,000,000	A-	CLASS IV
$1,000,000 TO $2,500,000	A-	CLASS V
$2,500,000 TO $5,000,000	A-	CLASS VI
$5,000,000 TO $10,000,000	A-	CLASS VII
$10,000,000 TO $25,000,000	A-	CLASS VIII
$25,000,000 TO $50,000,000	A-	CLASS IX
$50,000,000 TO $75,000,000	A-	CLASS X

b. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to conduct business in this state have been met.

2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

EXHIBIT H

JSEB Reporting Form

Business:
Goal: $
Contact:_____
Date:_____

Date Contract Awarded	Contractor Name	Ethnicity (1)	Scope of Work (2)	Contract Amount	Amount Paid to Date	% of Work Completed to Date
		(1) AA – African American		(2) Examples: Masonry		
		HANA – Hispanic, Asian, Native American		Painting		
		WBE – Women		Site Clearing		
		C - Caucasian		Electrical		

EXHIBIT I

Indemnification by Developer

Developer shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Developer that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Developer's performance of the Agreement, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Agreement contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Agreement; and

3. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Work, any product generated by the Work, or any part of the Work as contemplated in this Agreement, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Work, or any product generated by the Work, is held to constitute an infringement and its use is permanently enjoined, the Developer shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Work or product. If the Developer fails to secure such a license for the Indemnified Parties, then the Developer shall replace the Work or product with a non-infringing Work or product or modify such Work or product in a way satisfactory to Buyer, so that the Work or product is non-infringing.

If Developer exercises its rights under this Agreement, the Developer will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to this Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of this Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes. The City is an intended third-party beneficiary of the indemnifications set forth herein, which indemnifications shall survive the expiration or earlier termination of Developer's agreement with General Contractor or its contractors and consultants.

EXHIBIT H

LEASE AGREEMENT

THIS **LEASE AGREEMENT** (this "Lease") made and entered as of the ___ day of _____, 202_ (the "Effective Date"), by and between **DOWNTOWN INVESTMENT AUTHORITY**, a community redevelopment agency on behalf of the City of Jacksonville ("Landlord"), and **MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC.**, a Florida not-for-profit corporation ("Tenant").

W I T N E S S E T H:

WHEREAS, Landlord, Tenant and the City of Jacksonville (the "City"), entered into that certain Second Amended and Restated Redevelopment Agreement dated _____, 2025 (the "Redevelopment Agreement") to redevelop approximately 7.23 acres of real property, as more particularly set forth in the Redevelopment Agreement (the "Project").

WHEREAS, City is the owner of certain real property comprised of approximately 2.5 acres located in Duval County, Florida, which property is more particularly described on **Exhibit A** attached hereto (the "Property"), on which Tenant will construct a public museum facility comprised of a minimum of 75,000 square feet and including exhibits, programs, and improvements focused principally on science and history including education centered around technology, engineering, arts and mathematics (the "Museum"), with all related parking, driveways, private outdoor exhibit spaces, and other improvements to be constructed and installed by Tenant on the Property, (the "Improvements" and together with the Museum, the "Museum Improvements"), all as more particularly and further described in the Redevelopment Agreement and pursuant to the Final Plans and Specifications attached hereto as **Exhibit C**;

WHEREAS, Tenant has obtained all required permits and is ready to Commence Construction (as defined in the Redevelopment Agreement) of the Museum Improvements;

WHEREAS, Landlord has agreed to lease and does hereby lease and demise to the Tenant, and the Tenant has agreed to lease and does lease from the Landlord, for and in consideration of the construction of the Museum Improvements, rents and other covenants, terms and conditions set forth herein, the Property;

TOGETHER with any and all improvements at present on the Property and those buildings and improvements hereafter erected on the Property by Tenant including, without limitation, the Museum Improvements (the Property, the Museum Improvements, and the foregoing improvements are collectively referred to herein as the "Leased Premises");

TOGETHER with all and each of the appurtenances, rights, interests, easements and privileges in anywise appertaining thereto;

TO HAVE AND TO HOLD the Leased Premises for and during the Term as hereinafter described and upon the following terms and conditions;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party, Landlord and Tenant stipulate and agree as follows:

ARTICLE 1
DUE DILIGENCE; TITLE AND SURVEY

Section 1.1 Recitals; Definitions. Landlord and Tenant agree the foregoing recitals are true and correct and are hereby incorporated herein by this reference. Capitalized terms used but not defined herein shall have the meanings set forth in the Redevelopment Agreement.

Section 1.2 Due Diligence. Prior to executing this Lease, the Tenant has performed all due diligence on the Leased Premises as deemed necessary by the Tenant, including but not limited to any soil and ground water samples, hazardous materials inspections, tests and assessments, or review of the non-confidential and non-proprietary books and records of Landlord concerning the Leased Premises, and Tenant hereby approves the condition of the Leased Premises and accepts the Leased Premises in its "AS IS WHERE IS" condition. The foregoing shall not be construed as abrogating any of the Landlord's, City's or Tenant's express obligations as set forth in the Redevelopment Agreement.

Section 1.3 AS IS/WHERE IS. TENANT ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, LANDLORD HAS NOT MADE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO ANY ASPECT OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, NATURE, QUALITY OR CONDITION THEREOF (INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY THEREOF), (B) ANY INCOME TO BE DERIVED THEREFROM, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY ACTIVITY OR USE WHICH TENANT OR ANY OF TENANT'S AGENTS, EMPLOYEES, CONTRACTORS, SUBLESSEES OR INVITEES (COLLECTIVELY, "TENANT PARTIES") MAY CONDUCT THEREON, (D) THE COMPLIANCE OF THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, (F) GOVERNMENTAL RIGHTS OF POLICE POWER OR EMINENT DOMAIN, (G) DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS INCLUDING BUT NOT LIMITED TO THOSE MATTERS (1) NOT KNOWN TO TENANT AND NOT SHOWN BY THE PUBLIC RECORDS BUT KNOWN TO CITY OR LANDLORD AND NOT DISCLOSED IN WRITING BY CITY OR LANDLORD TO THE TENANT, (2) RESULTING IN NO LOSS OR DAMAGE TO TENANT OR (3) ATTACHING OR CREATED SUBSEQUENT TO THE EFFECTIVE DATE, (H) VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE, (I) ALL MATTERS THAT WOULD BE DISCLOSED BY A CURRENT SURVEY OF THE LEASED

PREMISES, (J) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE LEASED PREMISES, (K) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE LEASED PREMISES, OR (L) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY, THAT CITY AND LANDLORD HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE OF THE LEASED PREMISES WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE, ZONING OR DEVELOPMENT OF REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE THEREIN, THEREON OR THEREUNDER OF HAZARDOUS MATERIALS. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, NO PERSON ACTING ON BEHALF OF CITY OR LANDLORD IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF TENANT ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT REGARDING THE LEASED PREMISES OR THE TRANSACTIONS CONTEMPLATED HEREIN. TENANT ACKNOWLEDGES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, TENANT IS RELYING SOLELY ON ITS OWN INVESTIGATIONS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LANDLORD OR THE CITY. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS LEASE, TO THE MAXIMUM EXTENT PERMITTED BY LAW THE LEASE PROVIDED FOR HEREIN IS MADE ON AN "AS-IS, WHERE-IS" BASIS WITH ALL FAULTS. FURTHERMORE, EXCEPT FOR ANY CLAIM THE TENANT MAY HAVE AS A RESULT OF THE BREACH BY THE LANDLORD OF ANY EXPRESS REPRESENTATION OR WARRANTY OF LANDLORD SET FORTH HEREIN OR IN THE REDEVELOPMENT AGREEMENT, TENANT DOES HEREBY RELEASE AND FOREVER DISCHARGE LANDLORD, ITS MEMBERS, OFFICIALS, DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES, LEGAL REPRESENTATIVES, AGENTS AND ASSIGNS, FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) AND DEMANDS FOR, UPON OR BY REASON OF ANY DAMAGE, LOSS OR INJURY WHICH HERETOFORE HAVE BEEN OR WHICH HEREAFTER MAY BE SUSTAINED BY TENANT RELATED TO THE CONDITION OF THE LEASED PREMSIES OR RESULTING FROM OR ARISING OUT OF THE PRESENCE OF ANY HAZARDOUS MATERIALS OR OTHER ENVIRONMENTAL CONTAMINATION ON OR IN THE VICINITY OF THE LEASED PREMISES, INCLUDING THE SOIL AND/OR GROUNDWATER (HEREINAFTER REFERRED TO AS THE "CLAIMS"). THIS RELEASE APPLIES TO ALL SUCH CLAIMS WHETHER THE ACTIONS CAUSING THE PRESENCE OF HAZARDOUS MATERIALS ON OR IN THE VICINITY OF THE LEASED PREMISES OCCURRED BEFORE OR AFTER THE LEASE TERM. THIS RELEASE EXTENDS AND APPLIES TO, AND ALSO COVERS AND INCLUDES, ALL STATUTORY OR COMMON LAW CLAIMS THE TENANT MAY HAVE AGAINST THE LANDLORD. THE PROVISIONS OF ANY STATE, FEDERAL, OR LOCAL LAW OR STATUTE PROVIDING IN SUBSTANCE THAT RELEASES SHALL NOT EXTEND TO CLAIMS, DEMANDS, INJURIES OR DAMAGES WHICH ARE UNKNOWN OR UNSUSPECTED TO EXIST AT THE TIME, TO THE PERSON EXECUTING SUCH RELEASE, ARE HEREBY EXPRESSLY WAIVED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE. THE

FOREGOING SHALL NOT BE CONSTRUED AS ABROGATING ANY OF THE LANDLORD'S, CITY'S OR TENANT'S OBLIGATIONS WITH RESPECT AS SET FORTH IN THE REDEVELOPMENT AGREEMENT.

Section 1.4 Title and Survey Matters. Tenant has previously obtained, reviewed and approved that certain title insurance commitment # _____ issued by _____ Title Insurance Company (the "Title Company") insuring Tenant's leasehold estate created hereby (the "Title Commitment") and obtained, reviewed and approved a current survey of the Leased Premises (the "Survey").

Section 1.5 Permitted Exceptions. This Lease is expressly granted by Landlord and accepted by Tenant subject to all applicable building, zoning and other ordinances and governmental requirements affecting the Leased Premises and to all restrictions, covenants, encumbrances, rights-of-ways, easements, exceptions, reservations and other matters of record encumbering or affecting the Leased Premises, including but not limited to those disclosed by the Title Commitment and Survey. Furthermore, subject to the rights of Tenant hereunder, Landlord reserves the right to grant any, easements, licenses, and other similar agreements affecting the Leased Premises, including, without limitation, utility and pipeline easements (each, an "Easement"), provided that, (i) the Easement shall be located in a manner that is reasonably calculated to minimize interference with Tenant's operations; and (ii) the Easement holder, including its employees, agents, invitees, contractors and subcontractors, shall comply with Landlord's insurance requirements for contractors performing similar types of work within the Leased Premises. All plans and specifications for an Easement holder's improvements to be located on the Leased Premises shall be subject to the prior written consent of Tenant, which shall not be unreasonably withheld, conditioned or delayed.

Section 1.6 Construction Period. Tenant shall Substantially Complete the Museum Improvements in accordance with the terms and conditions of the Redevelopment Agreement and the Final Plans and Specifications on or before the date that is three (3) years after the Effective Date (the "Outside Completion Date"). For avoidance of doubt, from the Effective Date until the Rent Commencement Date (such period being referred to as the "Construction Period"), Tenant shall comply with all terms and conditions of this Lease including, without limitation, Tenant's indemnification and insurance obligations hereunder, including such insurance from those contractors, materialmen and suppliers engaged with respect to the Museum Improvements, except that Tenant shall have no obligation to pay Rent prior to the Rent Commencement Date. Without limiting the foregoing, Tenant shall be required to pay for all expenses related to the Leased Premises during the Construction Period, including without limitation to, all utilities. Tenant's access to the Leased Premises during the Construction Period shall be subject to Tenant providing to Landlord satisfactory evidence of insurance required under Article VIII and Article IX of this Lease prior to the commencement of the Construction Period. Any delay in putting Tenant in possession of the Leased Premises during the Construction Period shall not serve to extend the Term of this Lease or to make Landlord liable for any damages arising therefrom.

Section 1.7 Term. The term of this Lease shall commence on the Effective Date and shall expire on the fortieth (40^{th}) anniversary of the Rent Commencement Date (the "Initial Term"). As used in this Lease, "Term" means the Initial Term, as extended by any Extension Term (as hereinafter defined). The "Rent Commencement Date" shall be the date of Substantial Completion

of the Museum Improvements under the Redevelopment Agreement as determined by Landlord in its reasonable discretion. In the event that the Substantial Completion of the Museum Improvements has not occurred on or before the Outside Completion Date (subject to time extensions as set forth in the Redevelopment Agreement), then Landlord shall have the right to terminate this Lease in its sole discretion.

Section 1.8 Joint-Use Park Agreement. On or before the Rent Commencement Date, Tenant shall execute and deliver to the City the Joint-Use Park Agreement in the form attached to the Redevelopment Agreement as **Exhibit D** thereof, whereupon the City shall cause the same to be executed and delivered to Tenant.

Section 1.9 Extension Option. Provided all Extension Conditions (as defined below) are satisfied, Tenant shall have one (1) option to extend the Term for a period of ten (10) years (the "Extension Term"). In addition, at any time prior to the expiration of the Term, Tenant may seek a further extension of the Term, subject to review and approval by the City Council and any such term of extension shall be deemed an Extension Term. As used herein, "Extension Conditions" shall mean, collectively, (i) Tenant shall not be in default under this Lease at the time of exercise of the extension option and on the commencement date of the extension term, (ii) no event shall have occurred which, with the passage of time would be considered an Event of Default by Tenant under this Lease at the time of exercise of the extension option or on the commencement date of the extension term, (iii) not less than eighty percent (80%) of the Museum shall be occupied by Tenant and/or leased to third party subtenants, and each such subtenant shall be open and operating and paying full rent under its respective sublease at the time of exercise of the extension option and on the commencement date of the extension term. Tenant may exercise such extension option by giving written notice to Landlord at least one hundred-eighty (180) days, but not more than two hundred seventy (270) days, prior to the end of the Initial Term of this Lease. All of the terms, covenants and conditions of the Initial Term shall continue in full force and effect during the Extension Term.

ARTICLE 2
RESERVED

ARTICLE 3
RENT

Section 3.1 Base Rent. Tenant hereby covenants and agrees to pay to Landlord at the address specified in Article 24 below, or at such other place as Landlord may designate in writing during the Term, without offset, abatement, counterclaim, setoff or deduction except as specifically provided herein, and without previous demand therefor, annual rent in the amount of One and No/100 Dollars ($1.00) ("Base Rent"). Base Rent shall be paid in one (1) annual payment on or before the first (1st) day of each January during the Term of this Lease, together with any applicable sales tax payable on such rent. If the Effective Date of this Lease is not January 1, the Base Rent for the first calendar year of the Term will be prorated and paid upon the full execution of this Lease. All taxes, charges, costs and expenses which Tenant is required to pay under this Lease, other than Base Rent, together with all interest and penalties that may accrue thereon in the event of Tenant's failure to pay such amounts, and all damages, costs and expenses which Landlord may incur by reason of any default of Tenant or failure on Tenant's part to comply with the term

of this Lease, shall be deemed to be additional rent hereunder ("Additional Rent" and together with Base Rent, "Rent").

Section 3.2 Absolute Net Lease. Commencing on the Effective Date and throughout the Term of this Lease, all costs, expenses and obligations of every kind and nature whatsoever, whether foreseen or unforeseen, in any way relating to the condition, maintenance, repair, operation, management, use and/or occupancy of the Leased Premises and/or the Museum Improvements (defined below) shall be paid by Tenant (other than income and similar taxes imposed upon Landlord with respect to the rents hereunder). Without limiting the foregoing, Tenant shall be responsible for the payment of all taxes, assessments whether general or special, license fees, insurance costs, operating costs, utility costs, management and administrative fees, maintenance and repair costs, operation costs, construction costs, and any other costs, expenses, sums, and charges which arise in connection with the management, condition, maintenance, repair, operation, use and/or occupancy of the Leased Premises and/or the Museum Improvements (defined below), including all structures, improvements and property located thereon. All of such costs, expenses, sums, and charges shall constitute Rent, and upon the failure of Tenant to pay any such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay Rent. This Lease is an absolutely net lease and this Lease shall be liberally construed in favor of Landlord to give effect to the above intention of the parties that this shall be an absolutely net lease.

ARTICLE 4
TAXES AND ASSESSMENTS

Section 4.1 Payment of Taxes and Assessments. Tenant shall pay, during the Term as Additional Rent when due, all taxes which may hereafter be imposed or assessed upon the Leased Premises, including, without limitation, the Museum Improvements, any additional improvements made thereon and/or any fixtures, equipment, or property installed on the Leased Premises or any part thereof by or for the Tenant. For purposes of this Lease, the term "taxes" shall mean all ad valorem and non-ad valorem real estate taxes and assessments, general and special assessments, of any kind or nature, plus applicable sales tax. Tenant will be responsible for all taxes associated with Tenant's personal property on the Leased Premises. All such taxes and assessments shall be paid by Tenant before any fine, penalty, interest or costs may be added thereto for the nonpayment thereof, and shall be apportioned between Tenant and Landlord for the tax year in which the Term of this Lease shall begin, as well as for the tax year in which this Lease shall end. Taxes shall not include any inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax, personal property, gross receipts, margin or transfer tax levied or assessed against Landlord.

Section 4.2 Contest of Taxes. Landlord agrees that Tenant, after written notice to Landlord, shall have the right, at Tenant's sole cost and expense, in the Tenant's name, or, if required by law, Landlord's name, to contest the legality or validity of any of the taxes, assessments or other public charges required to be paid by Tenant, but no such contest shall be carried on or maintained by Tenant after such taxes, assessments or other public charges become delinquent unless Tenant shall have duly paid the amount involved under protest or shall procure and maintain a stay of all proceedings to enforce any collection thereof and any forfeiture or sale of the Leased Premises, and shall also provide for payment thereof together with all penalties, interest, cost and expense by deposit of a sufficient sum of money or by a good and sufficient

undertaking as may be required by law to accomplish such stay. In the event any such contest is made by Tenant, Tenant shall promptly, upon final determination thereof, pay and discharge the amount involved or affected by any such contest, together with any penalties, fines, interest, costs and expenses that may have accrued thereon. Any recovery of taxes as a result of Tenant's action hereunder shall belong solely to Tenant, except to the extent such recovery relates to the period after expiration of the Term of this Lease for which Landlord paid such taxes.

Section 4.3 Refund of Taxes and Assessments. Landlord further covenants and agrees that if there shall be any refunds or rebates on account of any taxes, governmental imposition, levy or special or general assessments paid by Tenant under the provisions of this Lease, such refund or rebate shall belong to Tenant, except to the extent such recovery relates to the period after expiration of the Term of this Lease for which Landlord paid such taxes. Any such refunds or rebates owed to Tenant which are received by Landlord shall be trust funds and shall be forthwith paid to Tenant so long as this Lease shall not be in default. Landlord shall, at Tenant's request, sign any receipt which may be necessary to secure the payment of any such refund or rebate owed to Tenant and promptly shall pay over to Tenant such refund or rebate as received by Landlord.

ARTICLE 5
DEVELOPMENT OF THE PROPERTY; CONSTRUCTION

Section 5.1 Development of the Property. The Tenant shall develop the Property and construct the Museum Improvements in accordance with the terms and conditions of the Redevelopment Agreement, and as described in **Exhibit B** in accordance with the final plans and specifications referenced in **Exhibit C** (the "Final Plans and Specifications") and set forth on the site plan attached hereto as **Exhibit D** (the "Site Plan"). Tenant shall construct the Museum Improvements in accordance with all approvals and in accordance with the Redevelopment Agreement. No modifications to the Site Plan shall be permitted unless they have been submitted to and approved by Landlord consistent with the terms of the Redevelopment Agreement. Tenant shall be responsible for obtaining any necessary approvals for the Museum Improvements.

Section 5.2 Construction Liens. Pursuant to Section 713.10, Florida Statutes, it is the intent of the parties hereto that Landlord's interest in the Leased Premises shall not be subject to any construction liens, or other liens arising from Tenant's or its contractor's or subcontractors' failure to make payments in connection with any buildings or improvements installed or constructed on the Leased Premises. Nothing contained in this Lease shall be construed to confer upon any party, including without limitation, material suppliers and contractors, the right to file a construction lien or other lien or any claim related thereto, nor to perform any labor or to furnish any materials for the account of Landlord in respect to the construction of any improvements, alterations or repairs to the Leased Premises by Tenant, its employees, agents or contractors. Any person furnishing labor or materials to or for the benefit of the Leased Premises on account of Tenant or its subtenants shall look only to the Tenant's leasehold estate for the satisfaction of any construction or other lien. If any construction or other liens shall be filed against the Landlord's fee interest in the Leased Premises by reason of or arising out of any labor or materials furnished or alleged to have been furnished to or for the Tenant at the Leased Premises, the Tenant shall, within ten (10) days of the date tenant receives notice thereof, either pay or bond the same or procure the discharge thereof in such manner as may be provided by law. The Tenant shall also defend on behalf of the Landlord at the Tenant's sole cost and expense any action, suit or

proceeding which may be brought thereon or for the enforcement of such liens or orders, and the Tenant shall pay any damage and discharge any judgment entered therein and indemnify and hold Landlord harmless from any claim, costs, including reasonable attorney fees, or damage resulting therefrom or arising in connection therewith. During the entire term of this Lease, Tenant shall pay for all labor performed and material furnished at Tenant's request for the excavation, erection, repair, alterations and improvements of the buildings and improvements to be constructed and erected by Tenant pursuant to the terms of this Lease. The foregoing shall not be construed as abrogating any of the Landlord's, City's or Tenant's obligations as set forth in the Redevelopment Agreement.

Tenant shall include in its contracts for construction on the Leased Premises the following requirements: (i) Landlord and the City be included as an indemnified party in all indemnifications from contractor; (ii) Landlord and the City be included as an additional insured on contractors commercial general liability policy and be provided with an endorsement evidencing same; (iii) Landlord and the City be included in all waivers of subrogation for claims related general liability and/or builder's risk coverage; and (iv) a statement as follows:

> "Tenant advises Contractor that Tenant leases the land upon which the improvements shall be constructed from the DOWNTOWN INVESTMENT AUTHORITY, a community redevelopment agency on behalf of the City of Jacksonville, ("Landlord"). In accordance with the applicable provisions of the Florida Construction Lien Law and specifically Florida Statutes, Section 713.10, no interest of the Landlord or the City of Jacksonville ("City") in any personalty or in the Leased Premises or in the underlying land or in the improvements located on the Leased Premises or Landlord's or the City's fee or other interest therein shall be subject to liens for improvements made by Tenant or caused to be made by Tenant as contemplated in this Contract. Contractor shall cause the foregoing disclosure and prohibition on claims of liens filed against Landlord's or City's interest in the foregoing property and Leased Premises to be included in all bid documents and/or Subcontracts entered into for performance of all work."

To the extent it is necessary for Tenant to record a Notice of Commencement in connection with work performed for Tenant at the Leased Premises, Tenant shall only record a Notice of Commencement in a form acceptable to Landlord in its sole and absolute discretion, and only after written approval from Landlord to record the same. Should a Notice of Commencement be recorded in a form not previously approved by Landlord with respect to the Leased Premises as a result of work performed by Tenant at the Leased Premises, Tenant shall immediately cause such Notice of Commencement to be terminated and promptly provide to Landlord any title clearance documents that Landlord may request, and any failure to terminate as such or provide such documents shall be a material breach of this Lease.

Section 5.3 Landlord's Rights to Terminate Lease for Failure to Construct.

(a) In the event the Tenant does not Commence Construction (as defined in the Redevelopment Agreement) of the Museum Improvements (not including any site work or

horizontal improvements) by no later than December 21, 2025, or such other date as established pursuant to the Redevelopment Agreement, the Landlord shall have the remedies as set forth in the Redevelopment Agreement, which may include the right to terminate this Lease upon not less than thirty (30) days prior written notice to Tenant, with opportunity to cure as set forth in the Redevelopment Agreement.

(b) In the event that the Museum Improvements are not Substantially Completed (as defined in the Redevelopment Agreement) on or before the Outside Completion Date, as the same may be extended pursuant to the Redevelopment Agreement, the Landlord shall have the remedies as set forth in this Lease and/or the Redevelopment Agreement.

Section 5.4 Ownership of Leased Premises; Personal Property. Landlord shall at all times own all components of the Leased Premises, including, without limitation, the Property, the Museum Improvements and all other improvements (including fixtures but not including items of personal property, exhibits, movable fixtures or trade fixtures (collectively, the "Personal Property")) constructed or placed upon the Leased Premises. Tenant shall retain ownership of the Personal Property during the Term, provided that, immediately upon the expiration or earlier termination of the Lease, the Personal Property shall be immediately conveyed to Landlord without further action and at no cost to Landlord. Notwithstanding the foregoing, upon request from Landlord, Tenant agrees to deliver to Landlord a bill of sale conveying the Personal Property at no cost to Landlord. Tenant covenants and agrees, at the expiration or earlier termination of this Lease, whether by limitation, forfeiture or otherwise, to quit, surrender and deliver to the Landlord possession of the Leased Premises with the Museum Improvements and Personal Property thereon, free from any payment therefor and free and clear of any liens or encumbrances arising through Tenant or any subtenant, in first class condition and repair, ordinary wear and tear and damage by casualty excepted.

Section 5.5 Permits and Licenses. Tenant, at its own cost and expense, shall apply for and prosecute with reasonable diligence, all necessary permits and licenses required for any construction by Tenant. Landlord, without cost or expense to itself, and without incurring any liability or waiving any rights, shall cooperate with Tenant in securing building and other permits and authorizations necessary from time to time for any construction, alteration(s) or other work permitted to be done by Tenant under this Lease, but such cooperation by Landlord shall not include any Downtown Development Review Board ("DDRB") approvals and shall not be construed as consent to the filing of a construction lien or a notice of intention to file a construction lien or any claim relating thereto.

Section 5.6 Alterations.

(a) After Substantial Completion of the Museum Improvements, Tenant may not make any alterations or improvements in and to the Leased Premises (hereinafter collectively referred to as "Alterations"), without Landlord's prior written consent; provided that, Tenant may make nonstructural Alterations to the interior of the Museum without Landlord's consent if (i) such Alterations are necessary and appropriate, in Tenant's reasonable and good faith determination, for utilization in connection with the Permitted Use, (ii) such Alterations shall not cause the demolition, dismantling, razing, destroying or wrecking of any portion of the Museum Improvements; (iii) such Alterations shall not limit or restrict public access from the Museum to

the Joint-Use Park Parcel or the Riverwalk Parcel (as such terms are defined in the Redevelopment Agreement); (iv) such Alterations shall not limit or restrict public access from the Museum to Bay Street; (v) such Alterations shall not limit or restrict public access to such portions of the Museum Improvements originally designed for public access; (vi) such Alterations do not adversely affect any structural portion of the Leased Premises or the heating, ventilating and air-conditioning systems and equipment, elevator, life-safety, sprinkler and fire suppression systems, plumbing and sewer, electrical, mechanical and all other systems serving the Leased Premises (including the restrooms and mechanical rooms) (the "Systems"), (vii) such Alterations do not reduce the exhibit and gallery space to less than 50,000 square feet; and (viii) Tenant complies with the terms and conditions of this Lease, including without limitation Article IX. Tenant may also make Alterations to the exhibition space and gallery space as necessary to accommodate exhibitions without Landlord consent, provided that such alterations shall comply with the requirements set forth in (i) – (vii) above, and provided such alterations do not reduce the minimum required exhibition space as set forth in Section 10.5.

(b) Before proceeding with any Alterations, Tenant shall (i) at Tenant's expense, obtain all necessary governmental permits and certificates for the commencement and prosecution of Alterations; (ii) if Landlord's consent is required for such Alteration, submit to Landlord, for its written approval, working drawings, plans and specifications and all permits for the work to be done and Tenant shall not proceed with such Alterations until it has received Landlord's approval; (iii) cause those contractors, materialmen and suppliers engaged to perform the Alterations to maintain policies of insurance as required in Section 9.4; (iv) cause the Alterations to be performed in compliance with (a) all applicable permits, Laws and requirements of public authorities and (b) any private restrictions encumbering the Leased Premises, as evidenced by a document recorded against the Leased Premises (as well as any other real property); and (v) cause the Alterations to be diligently performed in a good and workmanlike manner, using materials and equipment at least equal in quality and class to the Museum Improvements. Upon the completion of any Alterations, Tenant shall provide Landlord with "as built" plans thereof; copies of all construction contracts, governmental permits and certificates; and proof of payment for all labor and materials, including, without limitation, copies of paid invoices and final lien waivers.

(c) All Alterations shall be performed only by contractors and subcontractors approved in writing by Landlord. Tenant shall cause all contractors and subcontractors to procure and maintain insurance coverage naming Landlord, and Landlord's property management company as "additional insureds" against such risks, in such amounts, and with such companies as Landlord may reasonably require. Tenant shall provide Landlord with the identities, mailing addresses and telephone numbers of all persons performing work or supplying materials prior to beginning such construction and Landlord may post on and about the Leased Premises notices of non-responsibility pursuant to applicable Laws. All such work shall be performed in accordance with all Laws and in a good and workmanlike manner so as not to damage any portion of the Leased Premises (including the Systems). All such work which may affect the Systems or any structural component of the Leased Premises must be approved by the Landlord's engineer, at Tenant's expense and, at Landlord's election, must be performed by Landlord's usual contractor for such work. All Alterations affecting any portion of the roof of the Leased Premises must be performed by Landlord's roofing contractor and no such work will be permitted if it would void

or reduce the warranty on the roof. No penetrations of the roof may be made without Landlord's prior written consent which may be withheld in Landlord's sole discretion.

Section 5.7 Environmental Issues.

(a) "Environmental Requirements" shall mean all Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to Hazardous Materials (defined below) or wastes, air emissions and discharges to waste or public systems. The term Environmental Requirements shall also include the BSRA Requirements (as hereinafter defined).

(b) "Hazardous Materials" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; (viii) any additional substances, chemicals, vegetation, or materials which are now or hereafter classified, regulated or considered to be hazardous or toxic under the common law or exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, local, or other governmental authority; and/or (xi) any substance, the presence of which on the Leased Premises, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Leased Premises or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Leased Premises or adjacent property; or (C) which, if it emanated or migrated from the Leased Premises, could constitute a trespass.

(c) Tenant shall not cause or permit any Hazardous Materials to be brought upon, stored, cultivated, treated, deposited, transported, disposed, used, generated, or released on or about the Leased Premises, provided, the foregoing shall not prohibit Tenant from using the following on the Leased Premises in compliance with all Environmental Requirements: (A) gasoline and diesel fuel for the use of portable equipment used in maintaining the Leased Premises (such as blowers, mowers and the like), so long as such use does not require a permit from any governmental authority, (B) standby generators installed on the Leased Premises in accordance with **Exhibit F** attached hereto and which is incorporated herein by reference, and (C) any other equipment approved in writing by Landlord. The previous provision to the contrary notwithstanding, Landlord agrees that the use of household cleaners and other chemicals in standard retail containers as are commonly and lawfully sold by supermarkets, discount stores, and/or drugstores shall be permitted. Additionally, Landlord agrees that Tenant or its subtenants may use such household cleaners and chemicals to maintain the Leased Premises, provided that in doing so, Tenant complies with all applicable Environmental Requirements. At all times during the Construction Period and the Term, Tenant shall comply, and shall cause each Tenant Party to

comply, in all material respects with all Environmental Requirements. Tenant shall take no action nor permit any Tenant Party to take any action in violation of any Environmental Requirements.

(d) Tenant covenants to remove from the Leased Premises, at its sole cost and expense, any and all Hazardous Materials which are brought upon, stored, cultivated, treated, deposited, transported, disposed, used, generated, or released into the environment or disposed of on, in, or under the Leased Premises during the Construction Period or Term and to restore such portions of the Leased Premises to substantially the same condition it was in on the Effective Date, normal wear and tear excepted (including, without limitation, to the extent required hereunder restoring asphalt or concrete surfaces, cleaning such surfaces, removing and replacing any stained or contaminated soil, asphalt or concrete surfaces).

(e) To the fullest extent permitted by law, Tenant hereby agrees to indemnify, defend and hold harmless Landlord, the City and their respective agents, directors, officers, officials, members, employees, agents and representatives from and against any and all liabilities, claims, suits, actions, or causes of action, assessments, losses, taxes, fines, penalties, costs, expenses (including reasonable attorneys' fees) and damages sustained or incurred by such indemnified party ("Losses") arising out of or resulting from the presence or Release of Hazardous Materials on, in, or under the Leased Premises that have been introduced to the Leased Premises or exacerbated during the Term. This indemnification includes, without limitation, any and all costs incurred in connection with any investigation of site conditions or any clean up, remedial, removal, restoration or monitoring work required by any Laws or Environmental Requirements. This indemnity is in addition to the indemnities set forth in the Redevelopment Agreement.

(f) Notwithstanding anything to the contrary in this Lease: (i) Tenant shall not install, and shall not cause or permit to be installed, any underground storage tanks or any other subsurface structures at, on or under the Leased Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion; (ii) Tenant shall not undertake and shall not cause or permit to be undertaken, any activity at, on, or under the Leased Premises that could reasonably be expected to discover or exacerbate the presence or release of any Hazardous Materials that existed at, on, or under the Leased Premises as of the Effective Date; and (iii) Tenant shall not undertake and shall not cause or permit any other person to undertake, any invasive sampling of any environmental media, including any soil, groundwater, surface water or sediment, without the prior written consent of Landlord; provided, the foregoing shall not be deemed to prohibit sampling and testing to the extent required for compliance with the BSRA (as defined below).

(g) Tenant shall immediately notify Landlord of any violation of this Section 5.7 or of any Environmental Requirement which Tenant becomes aware of during the Term.

(h) Landlord and Tenant acknowledge that the Leased Premises is a "brownfield site" and is subject to a Brownfield Site Rehabilitation Agreement, Site ID #BF160001002, which references Florida Department of Environmental Protection ("FDEP") Consent Order (OGC Case 96-2444) ("Consent Order"), between the FDEP and the City (the "BSRA"), together with various requirements included in or imposed by FDEP's or other agency's approval of plans, reports, petitions, institutional controls, and engineering controls pursuant to the BSRA or other environmental laws, as such requirements now exist or may be added or amended

in the future. The parties acknowledge that under the BSRA, the BSRA Declaration (as hereinafter defined), and other applicable Environmental Laws and requirements, the Leased Premises is subject to various requirements including approval of plans, reports, institutional controls, and engineering controls, which requirements may be subject to change by the appropriate regulatory agencies ("BSRA Requirements"). In connection with the BSRA and BSRA Requirements, the following documents, if any, were recorded in the public records of Duval County, Florida and encumber the Leased Premises: _____ (to be confirmed by title commitment, if left blank none) (collectively, the "BSRA Declaration").

(i) Tenant, on behalf of itself and its heirs, successors and assigns hereby waives, releases, acquits and forever discharges City and Landlord, and their respective members, officials, officers, directors, employees, agents, attorneys, representatives, and any other persons acting on behalf of City or Landlord and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Tenant or any of its heirs, successors or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present, or future physical characteristic or condition of the Leased Premises including, without limitation, any Hazardous Materials in, at, on, under or related to the Leased Premises, or any violation or potential violation of any Environmental Requirement applicable thereto. This release shall survive the expiration or earlier termination of this Lease.

(j) This Section 5.7 shall survive the expiration or earlier termination of this Lease.

ARTICLE 6
LEASEHOLD MORTGAGES

Section 6.1 Leasehold Mortgages. Tenant shall not have any right, at any time, to mortgage, pledge, encumber and/or collaterally assign this Lease or the leasehold estate created by this Lease or any sublease, whether to any bank, institutional lender or other third party, without the prior written consent of Landlord which may be withheld in Landlord's sole and absolute discretion.

ARTICLE 7
MAINTENANCE AND REPAIR

Section 7.1 Maintenance and Repairs. Tenant at its sole expense, shall, keep, maintain, repair and replace all exterior and interior portions of the Leased Premises and all components thereof and thereon, including without limitation the Museum Improvements, all Systems and all furnishings, equipment, fixtures and machinery situated therein, all doors, door frames, windows, window frames, plate glass, structural components, footings, foundations, roof system, membrane and components, interior and exterior walls, wall coverings, elevators, elevator shafts, floors, subfloors, floor coverings, and ceilings, and the landscaping, signage, pavement, parking facilities, sidewalks, curbs and driveways, as necessary to keep all of the foregoing in a manner, condition and repair consistent with an iconic venue designed to draw visitors from around the Southeast region of the United States. Further, the Tenant shall repair, replace and renovate all exterior and

interior portions of the Leased Premises and all components thereof as often as necessary to keep all portions of the Leased Premises in first class repair and condition and in compliance with all Laws. Without limiting the foregoing, all landscaping on the Leased Premises shall comply with the standards of the City of Jacksonville established from time to time, including without limitation the Downtown Design Guidelines implemented by the Downtown Development Review Board and DDRB approved plans for the Leased Premises. Tenant, at its sole expense, shall keep all of the Leased Premises in a clean, sanitary, safe order and free of accumulations of dirt, rubbish and debris. In connection herewith, Tenant, at its sole expense, may employ operating services sufficient to perform its duties and obligations as herein set forth herein. Tenant shall promptly, at Tenant's own expense, make, or cause to be made, all necessary repairs, renewals and replacements, interior and exterior, structural and non-structural, of the Leased Premises and Systems. For clarity, Landlord shall have no obligation to make any repairs or improvements of any kind and no obligation to expend any monies for the maintenance of the Leased Premises, the Systems or any portion thereof; provided, Landlord shall be obliged to repair any damage caused by the negligence or willful misconduct of Landlord at its expense.

Section 7.2 Waste. Tenant covenants not to do or suffer to be done, any waste, damage or injury to the Leased Premises, Systems, or any improvements, machinery, fixtures or equipment of Tenant situated thereon.

ARTICLE 8
CASUALTY INSURANCE; DAMAGE OR DESTRUCTION

Section 8.1 Covenant to Insure. Tenant covenants that it will, during the Term of this Lease, keep or cause to be kept, the Museum Improvements now or hereafter erected on the Leased Premises insured, such insurance to be in an insurance company or companies with an A.M. Best rating of at least A- / IX and licensed to do business in the State of Florida, including maintaining the following insurance coverages:

(a) Builder’s risk insurance, during the course of all construction;

(b) All Risk fire and extended coverage insurance;

(c) All property insurance policies insuring the Museum Improvements shall include the Landlord as an insured, shall be written on all risk basis, shall be in an amount equal to the replacement cost of the Museum Improvements, shall not be subject to any coinsurance provisions, and shall include coverage for the perils of windstorm and hail. The maximum deductible for windstorm and hail losses shall be 5% of the replacement cost of the improvements. The maximum deductible for other than windstorm and hail losses shall be $25,000 per occurrence.;

(d) Any other insurance required for compliance with any and all applicable statutes, laws, ordinances, codes, rules and regulations of any and all governmental and/or quasi-governmental agencies and bodies related to the Tenant’s use and occupancy of the Leased Premises.

Section 8.2 Policies of Insurance. All property insurance policies carried or caused to be carried by Tenant shall be for the benefit of Tenant and Landlord, City of Jacksonville and their

respective members, officials, officers, employees and agents, as their respective interests may appear (each of whom, to the extent available, to be named as an additional insured thereunder). Tenant, after notification to Landlord, shall have the right to make all adjustments of loss and execute all proofs of loss with Tenant's insurance company. The proceeds of all such insurance in case of loss(es) shall be payable to Landlord and Tenant, to be held in trust by a mutually acceptable trustee, who shall disburse the proceeds to Tenant upon satisfactory completion of all restoration and/or repairs or upon satisfactory completion of demolition and removal of all improvements and debris, should Landlord determine not to require Tenant to restore and/or repair, provided that in the case of restoration and repair, disbursements may be made on a "partial draw" basis in accordance with procedures customarily utilized by construction lenders in Duval County, Florida.

Section 8.3 Other Insurance. Tenant may maintain for its own account any additional insurance and the proceeds thereof shall belong solely to Tenant. Landlord shall not carry or permit to be carried any additional or other casualty insurance which would cause the coinsurance provisions of any of Tenant's casualty insurance policies to be initiated.

Section 8.4 Fire or Other Casualty.

(a) If any building or other improvements now or hereafter situated on the Leased Premises (including movable trade fixtures, furniture and furnishings) should at any time during the Term of this Lease be damaged or destroyed, the Tenant shall diligently restore and rebuild the same as nearly as possible to the condition they were in immediately prior to such damage or destruction. The previous provisions to the contrary notwithstanding, in the event that the Leased Premises are damaged by fire or other casualty and the cost of repair or restoration exceeds fifty percent (50%) of the replacement value of the Leased Premises, Tenant may elect to terminate this Lease within ninety (90) days of such casualty. If Tenant elects to terminate, the Landlord may direct the Tenant restore the Property to its original condition, in which case Tenant shall cause the remaining Museum Improvements to be razed and Tenant shall infill any holes or areas of the Leased Premises, including compaction, such that the Leased Premises is on grade with the abutting public rights of way. In the event of termination of this Lease, the Landlord shall be entitled to any insurance proceeds for the Museum Improvements up to the amount of any grants or other funds provided by Landlord for the construction of the Museum Improvements, and Tenant shall be entitled to retain the remainder of such insurance proceeds.

(b) Except as otherwise herein provided, in the event of any damage by casualty as aforesaid, the terms of this Lease shall be otherwise unaffected and Tenant shall remain and continue liable for the payment of Rent and other charges hereunder as though no casualty had occurred.

(c) Landlord shall, at Tenant's cost and expense and without any waiver of rights, reasonably cooperate with Tenant to obtain the largest possible recovery on all applicable policies of fire and extended coverage insurance, and all such policies shall provide that proceeds be paid to Landlord and Tenant in trust, as provided above.

Section 8.5 Restoration. In the event of a casualty, the Tenant shall immediately take the necessary steps to secure the Leased Premises and remove any safety hazards on the Leased

Premises as a result of such casualty. Thereafter, in the event the Tenant does not commence the repair and restoration work within ninety (90) days after the date that any portion of the insurance proceeds become available for the purpose of restoring the Leased Premises, but in any event within one hundred fifty (150) days after the date of such damage or destruction, or complete the repair and restoration work within two (2) years after the date of such damage or destruction, Landlord shall have the right, at its option, to: (i) terminate this Lease and either repair and restore or demolish the Leased Premises, at the discretion of the Landlord and the sole cost of Tenant to the extent not otherwise covered by insurance proceeds, which insurance proceeds shall be paid to the Landlord immediately and any such excess costs Tenant shall pay to Landlord during the course of such repairs or restoration or demolition within ten (10) days of receipt of a properly documented invoice from Landlord; or (ii) seek to obtain specific performance of Tenant's repair and restoration obligations. All such repair and restoration work performed by Tenant shall be done in accordance with the terms and provisions of this Lease and the Redevelopment Agreement.

ARTICLE 9
LIABILITY INSURANCE

Section 9.1 Covenant to Insure. Tenant covenants and agrees, at its sole cost and expense, throughout the Term of this Lease, to obtain, keep and maintain in full force and effect for the mutual benefit of Tenant and Landlord, City of Jacksonville and their respective members, officials, officers, employees and agents, (each of whom is to be named as an additional insured thereunder), such insurance to be in a good and solvent insurance company or companies with an A.M. Best Rating of A- / IX or better and licensed to do business in the state in the State of Florida, against claims for damage to persons or property (including fixtures and personal property) arising out of the use and occupancy of the Leased Premises or any part or parts thereof in limits of not less than Five Million Dollars ($5,000,000.00), in respect to bodily injury or death, and property damage in all instances in limits of not less than Two Million Dollars ($2,000,000.00). Such public liability policy or policies may provide for a deductible not in excess of Twenty Five Thousand Dollars ($25,000.00) irrespective of the number of persons, parties or entities involved. A certificate or binder of such insurance shall be furnished to Landlord at the commencement of the Term of this Lease and at any change of insurer or insurers thereafter. Each renewal certificate of such policy shall be furnished to Landlord at least thirty (30) days prior to the expiration of the policy it renews. Each such policy of insurance shall contain an agreement by the insurer that such policy shall not be canceled without thirty (30) days' prior written notice to Landlord. If alcoholic beverages are sold or served by Tenant or any subtenant for on or off-premises consumption, liquor liability and so-called "dram shop" insurance written on an "occurrence" basis, rather than a "claims-made" basis, with combined single limits of not less than $2,000,000.00 per occurrence shall be procured and maintained by Tenant.

Section 9.2 Additional Insurance Provisions

(A) Certificates of Insurance. Tenant shall deliver the Landlord Certificates of Insurance that shows the corresponding City Contract or Bid Number in the Description, Additional Insureds, Waivers of Subrogation and Primary & Non-Contributory statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

(B) Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the Landlord, the City of Jacksonville and their respective members, officials, officers, employees and agents members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be on a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability CA2048.

(C) Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Landlord, the City of Jacksonville and their respective members, officials, officers employees and agents.

(D) Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

(E) Tenant's Insurance Primary. The insurance provided by the Tenant shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the Landlord, the City of Jacksonville or their respective members, officials, officers, employees and agents.

(F) Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Lease shall remain the sole and exclusive responsibility of the Tenant. Under no circumstances will the Landlord, the City of Jacksonville or their respective members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Lease.

(G) Tenant's Insurance Additional Remedy. Compliance with the insurance requirements of this Lease shall not limit the liability of the Tenant or its Sub-Tenants, contractors, employees or agents to the City or others. Any remedy provided to Landlord, the City of Jacksonville or their respective members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Lease or otherwise.

(H) Waiver/Estoppel. Neither approval by Landlord or the City of Jacksonville nor failure to disapprove the insurance furnished by applicant shall relieve applicant of applicant's full responsibility to provide insurance as required under this Lease.

(I) Notice. The Tenant shall provide an endorsement issued by the insurer to provide the Landlord thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the applicant, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

(J) Survival. Anything to the contrary notwithstanding, the liabilities of the Tenant under this Lease shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

(K) Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the Landlord and the City of Jacksonville may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the Landlord, the City of Jacksonville and their respective members, officers, directors, employees, representatives, and agents also be named as an additional insured.

(L) Special Provision: Prior to executing this Lease, Tenant shall present this Lease and insurance requirements attachments to its Insurance Agent Affirming: 1) That the Agent has Personally reviewed the insurance requirements of the Contract Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of the Tenant.

Section 9.3 Failure to Insure. In the event Tenant fails to cause the aforesaid insurance policies to be written and to pay the premiums for the same and deliver all such certificates of insurance or duplicate originals thereof to Landlord within the time provided for herein, Landlord shall nevertheless have the right, without being obligated to do so, to obtain such insurance and pay the premiums therefor, and all such premiums paid by Landlord shall be promptly repaid to Landlord by Tenant as Additional Rent, together with interest at a rate of interest equal to the lower of (i) eighteen percent (18%) per annum, or (ii) the highest rate allowed by law, until paid.

Section 9.4 Tenant's Contractor's Insurance. Tenant shall require any contractor of Tenant performing work on the Leased Premises to take out and keep in force, at no expense to Landlord, and listing Landlord, the City of Jacksonville, and their respective members, officers, directors, employees, representatives, and agents as an additional insured, the following insurance coverages with the minimum limits:

(a) commercial general liability insurance, written on an occurrence basis and including contractual liability coverage to cover occurrences arising out of the operations, products or services of the contractor - Bodily Injury and Property Damage ($2,000,000 per occurrence; $5,000,000 general aggregate); Personal Injury and Advertising Injury ($2,000,000 per occurrence); Products/Completed Operations ($5,000,000 annual aggregate); Damage to Premises Rented to Insured ($2,000,000 any one premises); Fire Damage ($50,000 per occurrence); Medical Expenses ($5,000 per occurrence). The policy shall be endorsed to name the City of Jacksonville, Landlord and their respective members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be on a form no more restrictive than CG2010; and

(b) worker's compensation in form and amounts required by law – minimums as required by the then existing Florida State Statutes and employers liability or similar insurance – $ 100,000 Each Accident; $ 500,000 Disease Policy Limit; $ 100,000 Each Employee/Disease; and

(c) automobile liability insurance. - Bodily Injury and Property Damage ($2,000,000 combined single limit); Hired and Non-Owned Automobiles ($2,000,000 per accident).

ARTICLE 10
COMPLIANCE WITH LAWS; USE

Section 10.1 Compliance with Redevelopment Agreement. Tenant covenants and agrees that, from and after the Effective Date of this Lease, Tenant shall promptly comply with all terms and conditions set forth in the Redevelopment Agreement, the terms of which are incorporated herein by reference.

Section 10.2 Compliance with Laws. Tenant covenants and agrees that, from and after the Effective Date of this Lease, Tenant shall promptly comply with all permits, laws, statutes, codes, rules, regulations, requirements, ordinances, orders, judgments, decrees, writs, injunctions, franchises or licenses of any governmental, quasi-governmental and/or regulatory federal, state, county and municipal governments or any of their departments, bureaus, boards, commissions and officials thereof with jurisdiction over the condition of any portion of the Leased Premises, and/or the use and occupancy thereof, including, all generally applicable, relevant, or appropriate Florida Statutes, City of Jacksonville Ordinances, any regulation and rules found in Florida Administrative Code; whether now existing or in the future enacted, promulgated, adopted, entered, or issued, whether by any national, state, county, city or other local entity, including the Americans With Disabilities Act of 1990, any state laws governing handicapped access or architectural barriers, and all rules, regulations, and guidelines promulgated under such laws, as amended from time to time, and all interpretations of each of the foregoing, both within and outside present contemplation of the parties hereto, and all restrictive covenants affecting the Leased Premises, (collectively, the "Laws").

Section 10.3 Reserved.

Section 10.4 Use of Leased Premises. The Leased Premises shall only be used for the operation of the Museum, which shall at all times during the Term be principally focused on science, technology, engineering, and mathematics and in addition thereto may have components focused on history and/or children, and related ancillary uses including gift shops, food services, hosting social events and facility rentals (the "Permitted Use") all subject to the terms of this Lease (including, without limitation, Article 11), the Redevelopment Agreement and all applicable Laws. Any change in the use of the Leased Premises shall be subject to the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Notwithstanding the foregoing, the Permitted Use shall expressly exclude, and the Tenant covenants not to permit, any surface parking of any buses or other similar vehicles on the Leased Premises except for buses temporarily standing on the Leased Premises in the area designated for bus queuing for the boarding and discharge of passengers visiting the Museum.

Section 10.5 Operating Covenant. Tenant understands and agrees that the operation of the Museum and the Tenant's programming of outdoor activities and events on the Leased Premises and in the Museum that are accessible directly from the Riverwalk Parcel (as defined in the Redevelopment Agreement) are material inducements to Landlord's agreement to lease the Leased Premises to Tenant pursuant to the terms and conditions of this Lease. As such, Tenant covenants to operate the Museum and program activities and events both outdoors and in the Museum that are accessible directly from the Riverwalk Parcel for public and private events, in a manner that consistently activates and brings energy and connectivity to the riverfront. Further,

Tenant covenants and agrees that at all times during the Term (i) the Museum shall contain no less than 50,000 square feet of operating exhibits and gallery space, which shall be in addition to all classrooms, gift shops, cafes, event space and other facilities, provided that, during the first twelve (12) months of the Term and during any temporary transition periods reasonably required to remove old exhibits and install new exhibits, such required minimum may be reduced to 40,000 square feet of operating exhibits and gallery space, and (ii) the Museum shall be open to the public at least five (5) hours per day on at least two hundred ninety-five (295) days per calendar year. Notwithstanding the foregoing and for avoidance of doubt, Tenant shall be permitted to charge general admission fees to the Museum; rental fees for third-party events; program charges and/or tuition for workshop, classroom and educational units provided by the Museum; and admission fees for school sponsored visits.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

Section 11.1 Right to Sublet. Tenant shall not have the right, without the Landlord's prior written consent, which may be withheld at Landlord's sole discretion, to sublet all or any portion or portions of the Leased Premises; provided that, subject to the terms and conditions of Section 10.5 above, Tenant may, without Landlord's consent but after thirty (30) days prior written notice to Landlord, (1) sublet a portion of the Leased Premises consisting of not more than 3,000 square feet (of an enclosed building with a minimum of 75,000 square feet) to the Duval County School Board ("DCSB") for educational purposes (provided that in the event the enclosed building is greater than 75,000 square feet, the square feet of the space sublet to DCSB may increase on a pro rata basis), (2) enter into temporary license agreements with third-parties for short term events not to exceed forty-eight hours and provided the Museum remains open to the public, and (3) sublet a portion of the Leased Premises through operational subleases to third-party providers of food service, parking services and gift shop operations. Any such sublease and license shall be expressly subject and subordinate to the terms and conditions of this Lease and such sublease or license does not alter, change or otherwise adversely affect any of Landlord's rights and privileges granted hereunder or extend beyond the Term of this Lease. Unless otherwise specifically agreed by Landlord in writing, no subletting shall relieve Tenant of any liability or obligation hereunder. Each subtenant or licensee of Tenant shall be deemed, automatically upon and as a condition of its occupying or using the Premises or any part thereof, to have agreed to be bound by the terms and conditions set forth in this Section 11.1. The provisions of this Section 11.1 shall be self-operative, and no further instrument shall be required to give effect to this provision.

Section 11.2 No Right to Assign. Tenant shall not have the right to assign this Lease without the prior written consent of the Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

Section 11.3 Assignment of an Interest in Tenant. For purposes of this Lease, the sale, transfer, conveyance, or assignment of all or a portion of the entity constituting Tenant shall be deemed an assignment of this Lease for the purposes of Section 11.2 hereof.

Section 11.4 Naming and Signage Rights. Tenant may enter into agreements granting naming or other signage rights with respect to the Museum Improvements or portions thereof (each a "Signage Agreement"); provided that, with respect to any signage visible from the exterior of

the Museum, the name of each Signage Agreement shall be subject to Landlord's prior written approval and shall be expressly subject to the terms and conditions of this Lease. No Signage Agreement shall alter, change or otherwise adversely affect any of Landlord's rights and privileges granted hereunder or extend beyond lesser of the Term of this Lease and the useful life of the related improvements, and all naming and signage rights thereunder shall expire immediately upon the expiration or earlier termination of the Term.

ARTICLE 12
INDEMNITY

Tenant covenants and agrees, and shall cause any subtenant of Tenant to agree, that Landlord shall not be liable for any injuries or damages to persons or property from any cause whatsoever by reason of the use, occupation, control or enjoyment of the Leased Premises by Tenant or such subtenant, or its agents or employees or any person entering thereon for any reason, or invited, suffered or permitted by Tenant or such subtenant to go or be thereon, or holding under Tenant or such subtenant at any time during the term of this Lease, including, without limitation, any subtenant or assignee. Tenant will indemnify and hold Landlord harmless from and against any and all damages, liabilities, claims or expenses, including reasonable attorney's fees, whatsoever on account of such injuries or damages caused by Tenant, any subtenant, or the use of the Leased Premises. Tenant and any such subtenant will, jointly and severally, indemnify and hold Landlord harmless from and against any and all damages, liabilities, claims or expenses, including reasonable attorney's fees, whatsoever on account of such injuries or damages caused by a subtenant or caused by subtenant's breach of this Lease. The injuries and damages referred to herein shall include, without limiting the generality of the preceding provisions, injuries, damages and construction liens arising directly or indirectly out of any demolition, disposal of debris, repairs, restoration, reconstruction, changes, alterations and construction which Tenant or any subtenant may make or cause to be made upon the Leased Premises or any portion thereof. Tenant, at Tenant's expense, agrees to employ legal counsel chosen by Landlord to defend any action against Landlord for which any claim shall be made for injuries or damages commenced against Landlord by reason of the foregoing. Nothing contained in this Lease shall be construed as a waiver, expansion, or alteration of the Landlord's sovereign immunity beyond the limitations stated in Section 768.28, Florida Statutes. The scope and terms of the indemnity obligations described in this Lease are separate and apart from, and shall not be limited by, any insurance provided pursuant to this Lease or otherwise. This Article 12 shall survive the termination or expiration of this Lease.

ARTICLE 13
UTILITY EASEMENTS

Tenant shall be responsible, at Tenant's sole expense, for negotiating, subject to Landlord's approval, not to be unreasonably withheld, (i) any easements on the Leased Premises as the Tenant may deem reasonably necessary to install, provide and maintain all utilities to and serving only the Leased Premises, including easements to utility companies and/or the municipal authorities having jurisdiction thereof, and (ii) any necessary modifications of existing utility easements as Tenant may reasonably request so as to remove, terminate or relocate certain easements from their present locations to the perimeter or boundaries of the Leased Premises in order to avoid or reduce interference with the erection of the Museum Improvements and the continued use thereof.

Landlord shall, promptly upon request, execute in recordable form such instruments granting such easements or modifications to existing easements as may be requested by Tenant, as prepared and obtained by Tenant, in all cases in forms satisfactory to Landlord, in Landlord's sole and absolute discretion. The foregoing shall not be construed as abrogating any of the Landlord's, City's or Tenants obligations set forth in the Redevelopment Agreement.

Tenant shall pay before delinquency all charges for gas, water, electricity, light, heat or power, telephone or other communication service, sewer, trash removal, cable and all other services or utilities used in, upon or about the Leased Premises by Tenant or any of its contractors, subcontractors, employees, subtenants, licensees, invitees, subtenant or assignees. Tenant shall also obtain, or cause to be obtained, without cost to Landlord, any and all necessary permits, licenses or other authorizations required for the lawful and proper installation and maintenance upon the Leased Premises of wires, pipes, conduits, tubes and other equipment, appliances and infrastructure for use in supplying any service to and upon the Leased Premises. In furtherance of the foregoing and for the avoidance of doubt, it is the intent of this Lease that Tenant arrange for and pay directly to the applicable providers the foregoing costs, and that this Lease therefore be considered to be absolute net of such costs.

ARTICLE 14
DEFAULT

Section 14.1 Events of Default By Tenant. Each of the following shall be deemed an "Event of Default" under this Lease:

(a) If the Tenant shall default in payment of Rent or in the payment of other charges as such shall become due on the date(s) provided for in this Lease, and if such default shall continue for a period of ten (10) days after receipt by Tenant of written notice of said nonpayment; or

(b) If Tenant shall default or fail in the performance of a covenant or agreement on its part to be performed in this Lease, and such default shall not have been cured for a period of ten (10) days after receipt by Tenant of written notice of said default from Landlord; provided that if such default or failure cannot, with due diligence, be cured within ten (10) days, Tenant shall have an additional period (not to exceed sixty (60) days) as may be necessary to cure the same provided that Tenant continuously proceeds with due diligence to complete such cure (it being intended that at any time Tenant is not continuously proceeding with due diligence to complete such cure it shall be an immediate Event of Default);

(c) If Tenant shall default under the Redevelopment Agreement; or

(d) If the Tenant shall be adjudged to be insolvent; or

(e) If a receiver or trustee shall be appointed for the aforesaid Tenant's property and affairs; or

(f) If the Tenant shall make an assignment for the benefit of creditors or shall file a voluntary petition under the state or federal bankruptcy laws or be adjudicated a bankrupt or shall make application for the appointment of a receiver; or

(g) If any petition shall be filed against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, receiver or liquidator of Tenant, unless the petition shall be dismissed within sixty (60) days after the filing, but in any event prior to the entry of a final order, judgment or decree approving such petition; or

(h) If any execution or attachment shall be issued against the Tenant or any of the Tenant's property, whereby the Leased Premises or any building or buildings or any improvements thereon, including without limitation the Museum Improvements, shall be taken or occupied or attempted to be taken or occupied by someone other than the Tenant, except as may be herein permitted and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded within sixty (60) days after the issuance of same.

Section 14.2 Remedies for Tenant Default. If an Event of Default shall occur hereunder, Landlord shall have all remedies available to it at law or in equity, and it shall and may be lawful for the Landlord, at its option, by summary proceedings or by any other appropriate legal action or proceedings, to terminate this Lease and to enter upon the Leased Premises or any part thereof and expel the Tenant or any person or persons occupying the Leased Premises and so to repossess and enjoy the Leased Premises. Subject to the provisions of this Lease, at any time or from time to time after any such termination or expiration of this Lease, Landlord may relet the Leased Premises or any part thereof in Landlord's own name, or otherwise, for such term or terms and with such options or extension or renewal (which may be greater or less than the periods which would otherwise have constituted the balance of the Term of this Lease) and on such conditions as Landlord, in its discretion, may determine and may collect and receive the rentals therefor. In the event of such reletting, all rentals received by Landlord shall be applied first to the payment of any commercially reasonable costs or expenses of reletting incurred by Landlord, second to the payment of rental due and unpaid to Landlord hereunder; and the residue, if any, shall be held by Landlord and applied to any rental thereafter due Landlord under this Lease. Any and all remedies set forth in this Lease shall be in addition to any and all other remedies Landlord may have at law or in equity, shall be cumulative, and may be pursued successively or concurrently as Landlord may elect. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Landlord hereunder, or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions, and covenants herein contained.

Section 14.3 In addition to Landlord's other remedies, if Tenant at any time fails to perform any of its obligations under this Lease in a manner reasonably satisfactory to Landlord, Landlord shall have the right, but not the obligation, upon giving Tenant at least ten (10) business days' prior written notice of its election to do so (in the event of an emergency, no prior notice shall be required), to perform such obligations on behalf of and for the account of Tenant and to take all such action necessary to perform such obligations without liability to Tenant for any loss or damage that may result to Tenant's business by reason of the same. In such event, Landlord's costs and expenses incurred therein shall be paid for by Tenant, forthwith upon demand therefor with interest thereon from the date Landlord performs such work at the interest rate established by

the State of Florida for judgments, as amended from time to time. The performance by Landlord of any such obligation shall not constitute a release or waiver of Tenant therefrom.

Section 14.4 Landlord Default. The following shall be deemed a "Landlord Default" under this Lease:

(a) If the Landlord shall default or fail in the performance of a material covenant or agreement on its part to be performed in this Lease, and such default shall not have been cured for a period of sixty (60) days after receipt by Landlord of written notice of said default from Tenant; or

(b) If the Landlord shall default or fail in the performance of a material covenant or agreement on its part to be performed in this Lease, and such default cannot, with due diligence, be cured within sixty (60) days, and Landlord shall not have commenced the remedying thereof within such period or shall not be proceeding with due diligence to remedy same (it being intended in connection with a default not susceptible of being cured by Landlord with due diligence within sixty (60) days, that the time within which to remedy same shall be extended for such period as may be necessary to complete same with due diligence).

Section 14.5 Remedies for Landlord Default. If a Landlord Default shall occur hereunder, Tenant shall have the following remedies:

(a) Judicial Proceeding. To bring suit for the collection of any amounts which may be due and payable by Landlord to Tenant hereunder for which Landlord may be in default, or to pursue judicial proceedings for specific performance by Landlord of its duties and obligations hereunder.

ARTICLE 15
FORCE MAJEURE

No party to this Agreement shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities service, lack of transportation, severe weather and other acts or failures beyond the control or without the control of any party that can be shown to directly affect such performance (collectively, a "Force Majeure Event"); provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay and shall be proximately caused by such Force Majeure Event, and in no event shall any of the foregoing excuse any financial liability of a party.

In the event of any delay or nonperformance resulting from such causes, the party affected shall notify the other in writing within seven (7) calendar days of the Force Majeure Event. Such written notice shall describe the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected, and shall describe the actions taken to minimize the impact thereof.

ARTICLE 16
ESTOPPEL CERTIFICATES

Either Landlord or Tenant, without charge, at any time and from time to time (but no more frequently than twice per year), upon twenty (20) days written request by the other, shall certify, by written instrument, duly executed and acknowledged, to the other party, any third party mortgagees selected, or any purchaser, or any proposed mortgagee or proposed purchaser, or any proposed subtenant of the Tenant, or any other independent, unrelated, third party person, firm or corporation specified by the other party:

(a) that this Lease is unmodified and in full force and effect, or, if there has been a modification, that the same is in full force and effect as modified, and stating the date and nature of such modification;

(b) the dates, if any, to which the Rent and other impositions and other charges hereunder have been paid in advance;

(c) to the certifying party's knowledge, whether either party is or is not in default in the performance of any covenant, condition or agreement on its part to be performed, and the nature of such default, if any; and

(d) to the certifying party's knowledge, whether any event has occurred which, with the passage of time, would constitute an event of default under this Lease.

In the event any party requests more than two (2) estoppel certificates in any single calendar year, the non-requesting party shall be permitted to charge One Thousand and No/100 Dollars ($1,000.00) for every such additional estoppel certificate requested during any calendar year. The foregoing estoppel certificate may be relied upon only by the designated recipient of such certification and not by either Landlord or Tenant against the certifying party unless the estoppel certificate is specifically addressed to the Landlord or Tenant.

ARTICLE 17
SIGNS

Tenant may, without cost or expense to Landlord, at any time and from time to time, place or permit to be placed signs and advertising matter in, on or about the Leased Premises and any buildings now or hereafter erected thereon, including the roof of any such buildings, and to remove them or permit them to be removed, provided same is done in full compliance with the Redevelopment Agreement, the Final Plans and Specifications, and all applicable permits and required approvals from DDRB and the City. Tenant covenants and agrees to indemnify, defend and hold Landlord harmless from any damages, liabilities, claims or expenses, including reasonable attorney fees, that may be sustained by anyone by reason thereof. All signage shall be in full compliance with all applicable Laws, including but not limited to the City of Jacksonville sign ordinance.

ARTICLE 18
LANDLORD CAPACITY

Tenant agrees and acknowledges that the terms and provisions of this Lease constitute the Landlord's agreement solely as the fee owner of the Leased Premises and shall not be construed as a limitation on Landlord acting in any other capacity, including, without limitation, its regulatory capacity.

ARTICLE 19
EASEMENT OVER ADJACENT CITY PARK AREAS

During the Term, Landlord shall grant Tenant a non-exclusive pedestrian easement over the City Park Parcel and Riverwalk Parcel to provide access for the benefit of Museum patrons and guests, inclusive of a restrictive covenant prohibiting development of vertical improvements on the Riverwalk Parcel greater than 6' in height, except for landscaping, hardscaping, cultural art pieces, lighting fixtures and signage, in form and substance as set forth on **Exhibit G** attached hereto.

ARTICLE 20
RESERVED

ARTICLE 21
PERSONAL PROPERTY TAXES

Following commencement of the Term, Tenant shall pay, before delinquency, all personal taxes which shall at any time be assessed against the Leased Premises or any part or component thereof or taxable interest therein, including, without limiting the generality of the foregoing, all leasehold improvements and personal property located upon the Leased Premises and/or within the building(s) located thereon. It is the belief and intent of Landlord and Tenant that neither the Leased Premises, nor any portion thereof, shall be the subject of any imposition, levy or payment of ad valorem real property tax. If any such tax is payable, it shall be the sole obligation of Tenant.

ARTICLE 22
HOLDOVER

If the Tenant shall hold over as a Tenant after the expiration of the Term, then such tenancy shall be deemed to be on a month-to-month basis upon the same terms and conditions as are contained herein except that Rent shall equal one hundred fifty percent (150%) of the Fair Market Rent of the Leased Premises. "Fair Market Rent" shall mean the market rent for the Leased Premises with all improvements located thereon, based on a new tenancy (for a term comparable to the Extension Term) for commercial space of comparable size and quality to the Leased Premises in downtown Jacksonville, taking into account the condition of the Leased Premises and improvements in their then "as is" condition.

ARTICLE 23
PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which this Lease is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 24
NOTICES

Whenever under the terms of this Lease a notice is required, the same shall be accomplished in writing, by hand delivery (by local courier or otherwise), registered or certified mail, return receipt requested, postage prepaid, or by Federal Express, United Parcel Service or other reputable overnight courier, prepaid, addressed as follows:

To Landlord: Downtown Investment Authority
117 W. Duval Street, Suite 300
Jacksonville, Florida 32202
Attn: Chief Executive Officer

City of Jacksonville
Real Estate Division
214 N. Hogan Street, 10th Flr.
Jacksonville, Florida 32202

With a copy to: City of Jacksonville
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Corporation Secretary

To Tenant: Museum of Science and History of Jacksonville, Inc.
1025 Museum Circle
Jacksonville, FL 32207
Attention: Bruce Fafard, CEO
Email: BFafard@the mosh.org

With a copy to: _____
_____
_____
Email: _____

or to such other address or addresses in the continental United States of America as any of the parties above mentioned shall designate by notice given in like manner.

ARTICLE 25
CAPTIONS

The captions of the Articles of this Lease are solely for convenience and shall not be deemed a part of this instrument for the purpose of construing the meaning thereof, or for any other purpose.

ARTICLE 26
SURRENDER

No act by Landlord shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept a surrender of the Leased Premises shall be valid unless it is in writing and signed by Landlord. Upon the expiration or earlier termination of this Lease, Tenant shall promptly quit and surrender the Leased Premises.

ARTICLE 27
QUIET ENJOYMENT

Landlord agrees, covenants and warrants that as long as Tenant performs the agreements, terms, covenants and conditions of this Lease within the applicable grace and cure periods, as the same may be extended for any unavoidable delays, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises for the entire Term hereby granted without disturbance by Landlord or by persons claiming by, through or under Landlord.

ARTICLE 28
NO WAIVER

No waiver of any consent or condition contained in this Lease or of any breach of any such covenant or condition shall constitute a waiver of any subsequent breach of such covenant or condition by either party, or justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof of either party.

ARTICLE 29
INTERPRETATION AND FORUM

This Lease shall be construed in accordance with the laws of the State of Florida without regard to rules regarding conflicts and choice of laws. Whenever the contents of any provision shall require it, the singular number shall be held to include the plural number and vice versa. The neuter gender includes the masculine and the feminine. If either party institutes legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be Duval County, Florida or if in the United States District Court, then the Middle District of Florida.

ARTICLE 30
ATTORNEY'S FEES

In the event of any litigation between Landlord and Tenant with respect to any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant,

or Tenant's use or occupancy of the Leased Premises, each party shall be responsible for its own attorneys' fees and costs and paralegals' fees and costs, whether incurred out of court, at trial, on appeal or in any arbitration, bankruptcy or administrative proceeding.

ARTICLE 31
WAIVER OF JURY TRIAL

LANDLORD AND TENANT SHALL AND DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, INCLUDING, BUT NOT LIMITED TO MATTERS RELATING TO THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES OR ANY EMERGENCY OR OTHER STATUTORY REMEDY.

ARTICLE 32
SUCCESSORS AND ASSIGNS

This Lease and all obligations and rights hereunder shall inure to the benefit of, and be binding upon, Landlord and Tenant and their respective heirs, representatives, successors and assigns.

ARTICLE 33
MEMORANDUM OF LEASE; RECORDING

Landlord and Tenant will, at any time, within fifteen (15) days after the request of either one, promptly execute a Memorandum of Lease in the form attached hereto as **Exhibit E** (the "Memorandum of Lease"). The party requesting the Memorandum of Lease shall be responsible for the recording cost of same. Upon the expiration of the Term of this Lease, or the sooner termination of this Lease by Landlord or Tenant pursuant to any provision contained herein, Tenant shall forthwith upon demand by Landlord execute and deliver to Landlord a termination of such Memorandum of Lease and a release and cancellation of all rights arising therefrom and/or from this Lease which accrue after such expiration, termination or cancellation of this Lease, in form satisfactory to the Title Company to delete the Memorandum of Lease as an exception on any subsequent title policy for the Leased Premises, and if Tenant fails to execute and deliver such termination of such Memorandum of Lease, Tenant hereby appoints Landlord as Tenant's attorney-in-fact for such purpose, such power being irrevocable and coupled with an interest. Tenant shall be responsible for the cost of recording any such termination of the Memorandum of Lease.

ARTICLE 34
TIME OF THE ESSENCE; TIME PERIODS; UNAVOIDABLE DELAYS

Time is and shall be of the essence with respect to the respective duties and obligations of Tenant and Landlord as set forth in this Lease. For purposes of all time requirements and limits hereunder, any time requirement reference to days other than "business days" shall mean actual "calendar days" which shall include each day after the day from which the period commences. All time requirements referenced as "business days" shall include each day after the day from which

the period commences excluding any Saturday, Sunday or legal holiday in Jacksonville, Florida. If the final day of any such time period falls on a Saturday, Sunday or legal holiday in the jurisdiction where the Leased Premises is located, such period shall extend to 5:00 PM (local time for Duval County, Florida) on the first business day thereafter.

ARTICLE 35
BROKERS

Tenant represents that it has had no dealings with any brokers or agents in connection with this Lease. Landlord represents that it has had no dealings with any brokers or agents in connection with this Lease. Landlord and Tenant agree to defend, indemnify and hold the other harmless from any and all claims for compensation or commission in connection with this Lease by any broker, agent, or finder claiming to have dealt with such indemnifying party. This indemnity shall survive the termination or expiration of this Lease.

ARTICLE 36
LANDLORD RIGHT OF ENTRY

Landlord and persons authorized by Landlord may enter the Leased Premises at all reasonable times upon reasonable advance notice (except in the case of an emergency in which case no prior notice is necessary) for the purpose of inspections, investigation, monitoring activities and other reasonable purposes; including, without limitation, any activities Landlord elects to undertake related to the BSRA Requirements (as hereinabove defined), the Redevelopment Agreement, or the enforcement of Landlord's rights under this Lease. Landlord shall use commercially reasonable efforts to enter the Leased Premises in a manner which does not interfere with Tenant's business; provided that, Landlord shall not be liable for inconvenience to or disturbance of Tenant by reason of any such entry. Provided, however, that such efforts shall not require Landlord to use overtime labor unless Tenant shall pay for the increased costs to be incurred by Landlord for such overtime labor. Landlord also shall have the right to enter the Premises at all reasonable times after giving prior oral notice to Tenant, to exhibit the Premises to any prospective purchaser. During the last nine months of the Term or in the Event of Default, Landlord also shall have the right to enter the Premises at all reasonable times after giving prior oral notice to Tenant, to exhibit the Premises to any prospective tenants.

ARTICLE 37
MISCELLANEOUS

Section 37.1 Non-Discrimination. In conformity with the requirements of Section 126 Part 4, Jacksonville Ordinance Code, the Grantee represents and warrants to the DIA that Tenant has adopted and will maintain a policy of nondiscrimination, as defined by such ordinance, throughout the Term. Tenant agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records by the executive director for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, that Tenant shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this Agreement. Tenant agrees that, if any of the obligations under this Lease are to be performed

by a subcontractor, the provisions of subsections (a) and (b) of Section 126.404, Jacksonville Ordinance Code, shall be incorporated into and become a part of the subcontract.

Section 37.2 No Security. Tenant acknowledges and agrees that, notwithstanding anything to the contrary in this Lease, Landlord is not providing any security services to Tenant with respect to the Leased Premises or otherwise, and Landlord shall not be liable for, and Tenant hereby waives any and all claims against Landlord with respect to, any loss by theft or any other damage or injury suffered or incurred in connection with any unauthorized entry into the Leased Premises or any other breach of security with respect to the same.

Section 37.3 No Reliance. Notwithstanding anything to the contrary set forth in this Lease, pursuant to Section 122.428, Ordinance Code of the City of Jacksonville, Tenant expressly acknowledges that it has not relied and will not rely upon any experience, awareness or expertise of Landlord or any of Landlord's employees, agents or contractors, and neither Landlord nor any of Landlord's employees, agents or contractors has made any representations or warranties, regarding (i) its authority to enter into this Lease, (ii) the feasibility of Tenant's use or the current or ongoing quality or conditions of the improvements or their suitability for Tenant's purposes, (iii) the competence or qualifications of any third party furnishing services, labor or materials whether or not City has approved the contract for the third party activities, (iv) any other matter related to the Leased Premises or the use or occupancy thereof, and/or (v) any responsibilities of Landlord. Landlord shall not be liable to Tenant for any damages arising from Tenant's use of the Leased Premises, whether economic or noneconomic, general or special, incidental or consequential, statutory, or otherwise, arising out of the presence or operation of Tenant's activities on, in or about the Leased Premises. Tenant acknowledges that this paragraph is a condition precedent to Landlord entering into this Lease.

Section 37.4 Maximum Indebtedness. Notwithstanding any term or provision of this Lease, Landlord's total and maximum liability arising out of or relating to this Lease shall be Zero Dollars ($0.00) (the "Maximum Indebtedness Amount"). In no event shall Landlord be obligated, responsible or otherwise liable to Tenant for any amount in excess of the Maximum Indebtedness Amount.

Section 37.5 Right of Entry. Landlord and its employees, agents or representatives shall have the right of entry and reasonable access to the Leased Premises without charges or fees, for the purposes of: (i) ascertaining compliance with the terms of this Lease; (ii) inspecting and maintaining the Leased Premises; (iii) making repairs, and any alterations or additions necessary to give effect to such repair, to the Leased Premises; (iv) erecting additional building(s) and improvements on adjacent land owned by Landlord; (v) performing any obligations of Landlord under the Lease, including, without limitation, compliance with the BSRA Requirements and remediation of Hazardous Materials if determined to be the responsibility of Landlord, (vi) posting and keeping posted thereon notices of non-responsibility for any construction, alteration or repair thereof, as required or permitted by any Law, (vii) investigation and monitoring activities, and (viii) placing "For Sale" signs, and showing the Leased Premises to Landlord's existing or potential successors, purchasers, lenders and tenants. Landlord's access shall be reasonably exercised to minimize interference with Tenant's operations, however, there shall not be any rent abatement or reduction or any liability to Tenant for any loss of occupation or quiet enjoyment of the Leased Premises for any such entry.

Section 37.6 No Joint Venture. The parties agree that they intend by this Lease to create only the relationship of landlord and tenant. No provision of this Lease, or act of either party under this Lease, shall be construed as creating the relationship of principal and agent, or as creating a partnership, joint venture, or other enterprise, or render either party liable for any of the debts or obligations of the other party, except under any indemnity provisions of this Lease.

Section 37.7 No Third-Party Beneficiaries. This Agreement and the rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the parties hereto. This Agreement is for the sole and exclusive benefit of the parties hereto, and no third party is intended to or shall have any rights or benefits hereunder.

Section 37.8 Reserved.

Section 37.9 Survival. All representations, warranties, indemnities and other covenants set forth herein shall be deemed continuing in nature and shall survive the expiration or early termination of this Lease.

Section 37.10 Conformity to Applicable Laws. Tenant shall comply with all applicable federal, state and local laws, rules, regulations and policies as the same exist and as may be amended from time to time, including, but not limited to, the "Public Records Law", Chapter 119, Florida Statutes. If any of the obligations of this Lease are to be performed by a subcontractor of Tenant, Tenant shall incorporate the provisions of this section into and shall become a part of the subcontract.

Section 37.11 Ethics. Tenant represents and warrants to the Landlord that Tenant has received, reviewed, understands, is familiar with and will comply with the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, Jacksonville Ordinance Code, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, Jacksonville Ordinance Code.

Section 37.12 Public Entity Crimes Notice. The parties hereto acknowledge and agree that a person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contractor with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of Thirty Five Thousand Dollars ($35,000) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

ARTICLE 38
ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties hereto with respect to the leasing of the Leased Premises described herein, and this Lease may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto, their respective successor or assigns. Notwithstanding anything to the contrary herein, nothing in

this Lease shall be deemed to modify or diminish Landlord's rights or Tenant's obligations under the Redevelopment Agreement.

ARTICLE 39
RADON GAS DISCLOSURE

Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon Testing may be obtained from your County Public Health Unit.

ARTICLE 40
COUNTERPARTS

This Lease may be executed in two or more counterparts, each of which shall be deemed an original. The signatures to this Lease may be executed on separate pages, and when attached to a counterpart of this Lease shall constitute one complete document. Delivery of an executed counterpart by electronic transmission shall have the same effect as delivery of an original ink counterpart.

[The balance of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LANDLORD:

DOWNTOWN INVESTMENT AUTHORITY, a community redevelopment agency

Form Approved:

By:_____
Lori N. Boyer, CEO

_____
Office of General Counsel

GC-#1622029-v3-MOSH_-_Museum_Lease_Agreement.docx

(Signatures continue on next page)

TENANT:

MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC., a Florida not-for-profit corporation

By:_____
Name:_____
Title:_____

EXHIBIT A

Legal Description of Leased Premises

A PART OF THE H. HUDNALL GRANT, SECTION 50, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA ALSO BEING A PORTION OF THE LANDS DESCRIBED ANO RECORDED IN OFFICIAL RECORDS 15385, PAGE 1174 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST BAY STREET (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE CENTERLINE OF HOGAN'S CREEK, AS ESTABLISHED BY AGREEMENT RECORDED IN DEED BOOK 59, PAGE 792 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 20·09'40" WEST, ALONG LAST SAID CENTERLINE AND SAID RIGHT OF WAY LINE, 25.05 FEET; THENCE DEPARTING SAID CENTERLINE AND CONTINUING ALONG SAID RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 7335'20"' EAST 111.48 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 270.00 FEET; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE AN ARC DISTANCE OF 112.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 61'42'00" EAST, 111.25 FEET; COURSE NO 3: SOUTH 49"48'41" EAST, 208.75 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1300.00 FEET; COURSE NO. 4: ALONG AND AROUND THE ARC OF LAST CURVE AN ARC DISTANCE OF 8. 99 FEET TO A POINT ON LAST SAID CURVE, AND THE POINT OF BEGINNING, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50'03'34" EAST, 8.99 FEET. COURSE NO. 5: CONTINUING ALONG LAST SAID CURVE AN ARC DISTANCE OF 127.62 FEET TO A POINT ON SAID CURVE, LYING ON THE FORMER WESTERLY RIGHT OF WAY LINE OF FLORIDA AVENUE (CLOSED BY: ORDINANCE 82-735-338, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 53'01'11" EAST, 127.57 FEET; THENCE IN A SOUTHERLY DIRECTION ALONG SAID FORMER WESTERLY RIGHT OF WAY AND IT'S SOUTHERLY PROLONGATION THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1 SOUTH 15"56'05" WEST, 2.03 FEET; COURSE NO. 2: NORTH 72'35'20" WEST, 1.00 FEET; COURSE NO. 3: SOUTH 15'56'05" WEST, 226.23 FEET; THENCE SOUTH 73'31'06" EAST, 33.62 FEET; THENCE SOUTH 15'59'05" WEST, 145.99 FEET; THENCE NORTH 7338'12" WEST, 41.83 FEET; THENCE NORTH 16'31' 11" EAST, 77.16 FEET; THENCE NORTH 73'38'12" WEST, 72.69 FEET; THENCE SOUTH 16"20'34" EAST, 64.45 FEET; THENCE NORTH 73'37'26" WEST 210.96 FEET; THENCE NORTH 04"56'53" WEST, 173.57 FEET; THENCE NORTH 85'50'01'' EAST, 64.38 FEET; THENCE NORTH 16'21 '48" EAST, 172.30 FEET; THENCE SOUTH 73'38'12" EAST, 46.69 FEET; THENCE NORTH 83"26'13" EAST, 106.34 FEET TO AFORESAID SOUTHERLY RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

CONTAINING 2.50 ACRES MORE OR LESS.

EXHIBIT B

Museum Improvements

With a Minimum Required Capital Investment of $85,000,000 and as further described in this **Exhibit B**, the construction on the Museum Parcel of a building containing a minimum 75,000 gross square feet of space that includes a minimum of 50,000 gross square feet for exhibit and gallery space and otherwise includes classrooms, gift shops, cafes, event space and other spaces associated with a museum, and also includes associated parking, driveways, and, if desired, private outdoor exhibit spaces to be constructed on the Museum Parcel. The Museum Improvements will include the improvements depicted and described in the Final DDRB approved plans consistent with the following criteria in addition to the Downtown Zoning Overlay and design guidelines:

a. MOSH will design the Museum Improvements and the Park Project Improvements with the aspirational goal of creating an iconic venue. Iconic means that the facility will be visually dramatic, unique, and memorable. It will be designed with the intent to draw visitors from around the Southeast Region and serve as an important and enduring landmark contributing to that which defines the City as a distinctive urban center and will remain visually and experientially appealing with the passage of time.

b. The design will comply with the Downtown Overlay Zone Standards as enacted within the Jacksonville Municipal Code, as well as the DDRB's development guidelines except as may otherwise be approved by the DDRB and allowed by Ordinance Code. A minimum 50' building setback from the St. Johns River on all waterfront sides of the Museum Parcel will be required and no portion of the Museum Parcel may encroach within this zone.

c. MOSH shall advise its design team that DIA desires an expanded riverfront park space adjacent to the Riverwalk Improvements to connect parks east and west of the site. To the extent feasible, the building itself and the boundary of the Museum Parcel will be set back 100 feet or more from the bulkhead of the St. Johns River but its riverfront frontage should open to and engage with the Riverfront park. Furthermore, the building should be designed to engage with Bay Street. DIA envisions a walkable activated corridor, and the Project Parcel needs to contribute to the activation of that street frontage. In most instances, retail or restaurant space with direct sidewalk access is required and the zoning Overlay includes a "build to" line.

d. The design of the Museum Parcel may include queueing space for loading and unloading a maximum of 6 buses delivering and picking up museum patrons. Surface parking of buses on the Project Parcel shall not be permitted.

e. In collaboration with the City's Chief Resiliency Officer, the design will include resiliency features, including to the extent practicable the design recommendations set forth in the 2021 Report by the City Council Special Committee on Resiliency and/or other City

requirements adopted as of design review, consistent with the term of the Museum Lease. MOSH acknowledges a storm surge simulation has been provided to it by the City, and the results thereof factored into the design.

f. The design must be coordinated with the Hogan's Creek resiliency project which is under design and Emerald trail segment contemplated to cross the site. Preliminary designs contemplate a living shoreline to improve habitat and water quality at the mouth of Hogan's Creek. In addition, the current concept design proposes up to a 100' buffer from the existing bulkhead. The concept design also contemplates a Trail visitor center at Bay Street on the creek front and the trail must connect to the Riverwalk Improvements. Publicly available restrooms for trail and Riverwalk users should be accommodated either in the visitor center or elsewhere within the Park Project. The location of the pedestrian bridge crossing the creek will be subject to coordinated design and placement.

g. A science themed activity node will be included on the Project Parcel executed at a scale, durability and appeal complementing other activity nodes within the Downtown Area. The node marker shall be capable of being lighted at night and visible from other locations along the Riverwalk. If located within the Museum Parcel, MOSH shall have all maintenance obligations in connection therewith.

h. The design will include access to and features complementing the portion of the Riverwalk located adjacent to the Project Parcel.

i. Landscaping will comply with the City's standards, Downtown Design Standards, and the Riverwalk Plant Palette within the Riverwalk adjacent portion of the Project Parcel.

j. The site plan presented to the DIA will be deemed in compliance with the Downtown Overlay Zone Standards if a determination is made by the DDRB that the space between the Museum Improvements and the Bay Street frontage, as finally designed, is consistent with the Downtown Overlay Zone Standards and constitutes qualified urban open space, or a deviation from the "build to" line, meeting the criteria established in said Code. Site plan approval by the DIA is not a determination that either criterion has been met, but assumes one or the other will be, or a revised site plan will be presented to the DIA. A minimum 50' building setback from the river on all waterfront sides of the Project Parcel will be required and no portion of the Museum Parcel may encroach within this zone.

EXHIBIT C

Final Approved Plans and Specifications

To be inserted once Tenant has obtained or has caused to obtain all approvals and permits necessary for construction of the Museum Improvements, providing further that such Approved Plans and Specifications are consistent with those more particularly described in the Redevelopment Agreement and **prior to the Effective Date of this Lease**.

EXHIBIT D

Final Site Plan

To be inserted once Tenant has obtained or has caused to obtain all approvals and permits necessary for construction of the Museum Improvements, providing further that such Approved Plans and Specifications are consistent with those more particularly described in the Redevelopment Agreement.

The Site Plan shall be substantially similar to the Site plan below and approved by DIA as a condition to the disposition, and subject to the following conditions:

1. Building egress points to Bay Street and the St. Johns River shall be prominent and have a direct, external connection to each other with the intention that these access points ensure a strong relationship between the building and the site.

2. The museum's rooftop shall be activated consistent with the Downtown Zoning Overlay.

3. The Activity Node beacon shall be located along the St. Johns River frontage, at the south end of the property.

4.MOSH shall maximize transparency of, and minimize opacity of, the Hixon Exhibit space consistent with applicable wildlife (animal husbandry) regulations.

5. The Urban Open Space between the building and Bay Street shall feature public art or interactive equipment or installations (i.e., swings, exercise or play equipment, information kiosks, and/or similar features) for a curated pedestrian experience.

6. The continuous right-turn lane from Bay Street into the bus drop-off loop shall be removed. Entrance to the site shall be via A Philip Randolph Boulevard, however a right turn lane at the signalized intersection may be allowed subject to traffic Engineering approval.

The following minor changes to the site plan below are permitted with the approval of the DIA CEO:

a. A substantial portion of the building's Bay Street frontage must remain café space (or a similar use) with associated outdoor dining space;
b. Interior spaces may be reorganized to allow for greater public interaction around the building envelope (in no case shall the Gallery/exhibit square footage be less than 50,000 within the museum facility);
c. The changes implement conditions adopted by the DIA Board
d. The changes move, but do not reduce the number of, entrances and exits and connectivity to the park and partnership parcels
e. The changes do not include any vehicular access directly from Bay Street

EXHIBIT D cont.

EXHIBIT E

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

John C. Sawyer, Jr.
Chief, Gov. Operations Dept.
City of Jacksonville
117 W. Duval St., Suite 480
Jacksonville, FL 32202

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is made as of _____, 202_ by and between the **DOWNTOWN INVESTMENT AUTHORITY**, a community redevelopment agency on behalf of the City of Jacksonville, ("Landlord"), and **MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC.**, a Florida not-for-profit corporation, whose mailing address is _____, Jacksonville, Florida _____, ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of that certain parcel of land in Duval County, Florida, containing approximately 2.5 acres (together with the building(s), improvements and facilities located or to be located thereon) and as further described on **Exhibit A** attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Landlord desired to lease the Premises to Tenant, and Tenant desired to lease the Premises from Lessor, and consequently, Landlord and Tenant entered into a Lease dated as of even date herewith, pursuant to which Landlord has leased the Premises to Tenant, on and subject to the terms and conditions set forth therein (the "Lease"); and

WHEREAS, Landlord and Tenant have agreed to evidence the Lease by the recording of this Memorandum in the real estate records of Duval County, Florida;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Lease and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby acknowledge and agree as follows:

1. Name and Address of Landlord. The name and address of Landlord are as follows:

Downtown Investment Authority
117 W. Duval Street, Suite 310
Jacksonville, Florida 32202

2. Name and Address of Tenant. The name and address of Tenant are as follows:

Museum of Science and History of Jacksonville, Inc.
_____
Jacksonville, Florida _____

3. Term. The initial term of the Lease is forty (40) years and commences on the date of Tenant's Substantial Completion of the Museum Improvements (as set forth in the Lease), unless sooner terminated in accordance with the provisions of the Lease (the "Term").

4. Extension Option. Tenant has the right to extend the initial Term of the Lease for one (1) additional term of ten (10) years.

5. Leasehold Mortgage Prohibited. The Lease prohibits Tenant from mortgaging, pledging or encumbering the Lease or the Tenant's interests thereunder.

6. Copy of Lease. A copy of the Lease is maintained at Landlord's office.

7. Lease Controls. This Memorandum is executed for the sole purpose of giving public notice of the terms and provisions of the Lease and nothing contained in this Memorandum (or any termination or release of this Memorandum) is intended or shall be construed to expand, limit, interpret, modify or otherwise affect the rights and interests of Landlord and Tenant under the Lease. Memorandum is subject to all the conditions, terms and provisions of the Lease, which is incorporated herein in full and made a part hereof.

8. Governing Law. This Memorandum shall be governed by and construed in accordance with the laws of the State of Florida.

9. Counterparts. This Memorandum may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed an original, and all such counterparts shall together constitute but one and the same agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum on the respective dates set forth in the acknowledgments below, but to be effective for all purposes as of the date first above written.

Signed, sealed and delivered
in the presence of:

LANDLORD:

DOWNTOWN INVESTMENT AUTHORITY,
a community redevelopment agency

_____
Print Name:_____

_____
Print Name:_____

By: _____
Print Name:_____
Its: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [_] physical presence or [___] online notarization, this ____ day of _____, 202_, by _____, as Chief Executive Officer of the **DOWNTOWN INVESTMENT AUTHORITY**, a community redevelopment agency, on behalf of the community redevelopment agency, who [___] is personally known to me or [_] has produced _____ as identification.

_____
Notary Public, State of _____
Printed Name: _____
Commission No.:_____
My commission expires:_____
[NOTARIAL SEAL]

Signed, sealed and delivered
in the presence of:

TENANT:

MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC., a Florida not-for-profit corporation

_____
Print Name:_____

_____
Print Name:_____

By: _____
Print Name:_____
Its: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [_] physical presence or [___] online notarization, this ____ day of _____, 202_, by _____, as _____ of **MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC**., a Florida not-for-profit corporation, on behalf of the corporation, who [__] is personally known to me or [_] has produced _____ as identification.

_____
Notary Public, State of _____
Printed Name: _____
Commission No.:_____
My commission expires:_____
[NOTARIAL SEAL]

Exhibit A to Memorandum of Lease

Legal Description

A PART OF THE H. HUDNALL GRANT, SECTION 50, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA ALSO BEING A PORTION OF THE LANDS DESCRIBED ANO RECORDED IN OFFICIAL RECORDS 15385, PAGE 1174 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST BAY STREET (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE CENTERLINE OF HOGAN'S CREEK, AS ESTABLISHED BY AGREEMENT RECORDED IN DEED BOOK 59, PAGE 792 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 20·09'40" WEST, ALONG LAST SAID CENTERLINE AND SAID RIGHT OF WAY LINE, 25.05 FEET; THENCE DEPARTING SAID CENTERLINE AND CONTINUING ALONG SAID RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 7335'20"' EAST 111.48 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 270.00 FEET; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE AN ARC DISTANCE OF 112.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 61'42'00" EAST, 111.25 FEET; COURSE NO 3: SOUTH 49"48'41" EAST, 208.75 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1300.00 FEET; COURSE NO. 4: ALONG AND AROUND THE ARC OF LAST CURVE AN ARC DISTANCE OF 8. 99 FEET TO A POINT ON LAST SAID CURVE, AND THE POINT OF BEGINNING, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50'03'34" EAST, 8.99 FEET. COURSE NO. 5: CONTINUING ALONG LAST SAID CURVE AN ARC DISTANCE OF 127.62 FEET TO A POINT ON SAID CURVE, LYING ON THE FORMER WESTERLY RIGHT OF WAY LINE OF FLORIDA AVENUE (CLOSED BY: ORDINANCE 82-735-338, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 53'01'11" EAST, 127.57 FEET; THENCE IN A SOUTHERLY DIRECTION ALONG SAID FORMER WESTERLY RIGHT OF WAY AND IT'S SOUTHERLY PROLONGATION THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1 SOUTH 15"56'05" WEST, 2.03 FEET; COURSE NO. 2: NORTH 72'35'20" WEST, 1.00 FEET; COURSE NO. 3: SOUTH 15'56'05" WEST, 226.23 FEET; THENCE SOUTH 73'31'06" EAST, 33.62 FEET; THENCE SOUTH 15'59'05" WEST, 145.99 FEET; THENCE NORTH 7338'12" WEST, 41.83 FEET; THENCE NORTH 16'31' 11" EAST, 77.16 FEET; THENCE NORTH 73'38'12" WEST, 72.69 FEET; THENCE SOUTH 16"20'34" EAST, 64.45 FEET; THENCE NORTH 73'37'26" WEST 210.96 FEET; THENCE NORTH 04"56'53" WEST, 173.57 FEET; THENCE NORTH 85'50'01'' EAST, 64.38 FEET; THENCE NORTH 16'21 '48" EAST, 172.30 FEET; THENCE SOUTH 73'38'12" EAST, 46.69 FEET; THENCE NORTH 83"26'13" EAST, 106.34 FEET TO AFORESAID SOUTHERLY RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

CONTAINING 2.50 ACRES MORE OR LESS.

EXHIBIT F

BACK-UP GENERATOR

Subject to the terms and conditions set forth in the Lease to which this **Exhibit F** is attached, including, without limitation, this **Exhibit F**, Tenant shall have the right to install in a location approved by Landlord after Landlord's receipt of the specifications of the proposed Back-up Generator (as hereinafter defined) from Tenant, at Tenant's sole cost and expense, a Back-up Generator. As used herein, the term "Back-up Generator" shall mean an electric power supply generator having the size, characteristics, and powered by the type of fuel, approved by Landlord. After Landlord approves of the size and technical aspects of the Back-up Generator and designates the location therefor, Tenant shall submit to Landlord, for approval in its reasonable discretion, plans for the installation of the Back-up Generator prepared by qualified engineers mutually acceptable to both Landlord and Tenant, showing all aesthetic, structural, mechanical and electrical details of the Back-up Generator (including, but not limited to, all associated conduit and related equipment), all in accordance with all applicable federal, state and local laws, statutes and ordinances (including, without limitation, all Environmental Requirements)

Prior to the installation of the Back-up Generator by Tenant: (i) Tenant shall obtain all permits and applicable governmental approvals required for the installation of the Back-up Generator; (ii) Tenant and the contractor to undertake such installation shall obtain such insurance coverages as Landlord may reasonably require in writing and cause Landlord and the City to be named as additional insureds under such insurance policies (and submit evidence of such coverages to Landlord); and (iii) provide a copy of the placard for the Back-Up Generator to Landlord. Without limiting the foregoing or anything herein to the contrary, Tenant shall maintain at its sole cost and expense at all times during its installation, operation and maintenance of the Back-Up Generator, a storage tank liability coverage insurance policy insuring Landlord and the City, based on their respective interests. At Tenant's sole cost, the Back-up Generator shall be fully screened from view and sound in a manner directed by Landlord which shall include, without limitation, the installation of an additional screening wall and sound baffling.

Throughout the Term, Tenant shall (A) insure that the Back-up Generator complies with all applicable federal, state and local laws, statutes and ordinances (including, without limitation, all Environmental Requirements); (B) cause engineers, including environmental engineers, acceptable to Landlord to inspect the Back-up Generator at least twice yearly to insure that such equipment is functioning properly and that no Hazardous Materials are emanating therefrom, and no less than once per year provide a copy of such inspection and maintenance reports to Landlord (including, but not limited to, a copy of the annual inspection for the Environmental Protection Agency and evidence of the renewal of the placard for the Back-Up Generator); (C) maintain the Back-up Generator in good order and repair, and in an aesthetically pleasing condition; (D) maintain insurance coverages with respect thereto as are required by Landlord from time to time and provide reasonable documentary evidence thereof to Landlord; and (E) maintain all permits and applicable governmental approvals necessary for the operation of the Back-up Generator. Tenant shall immediately notify Landlord in writing if Tenant determines that the Back-up Generator is leaking or is in violation of any applicable federal, state and local laws, statutes and ordinances (including, without limitation, all Environmental Requirements). Tenant shall

immediately repair all equipment malfunctions or violations of law arising out of the operation of the Back-up Generator. Throughout the Term, Tenant shall keep and ensure that the Back-Up Generator is and remains in good working order and make any necessary repairs and replacements. Tenant shall indemnify Landlord, the City and their respective agents, directors, officers, officials, members, employees, agents and representatives and hold it harmless from and against all loss, costs, claims, liabilities, injury or damages (including reasonable attorneys' fees), suffered or sustained by Landlord which arise out of the installation, use, operation or removal of the Back-up Generator. The foregoing indemnification provision shall survive the expiration of the Term or earlier termination of the Lease and shall be in addition to all other indemnification obligations of Tenant under this Lease. Tenant expressly acknowledges and agrees that, notwithstanding the fact that Landlord has permitted Tenant to install the Back-up Generator, Tenant shall remain liable for all claims, damages, costs or liabilities suffered or sustained by Landlord or the City which arise out of, involve or relate to the Back-Up Generator (including, but not limited to, the presence of Hazardous Materials which were brought to the Leased Premises). Without limitation of the foregoing, Landlord shall not incur liability for damages caused directly or indirectly by any malfunction of a computer system or systems within the Building resulting from or arising out of the failure or malfunction of any electrical, air conditioning or other system serving the Building or the property, unless such failure is caused by the negligence or willful misconduct of Landlord, its employees, or property management firm.

EXHIBIT G

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

John C. Sawyer, Jr.
Deputy, Gov. Operations Dept.
City of Jacksonville
117 W. Duval St., Suite 480
Jacksonville, FL 32202

NON-EXCLUSIVE PEDESTRIAN ACCESS EASEMENT AGREEMENT

This NON-EXCLUSIVE PEDESTRIAN ACCESS EASEMENT AGREEMENT ("Easement Agreement") is made as of the _____ day of _____, 202_, by and between **CITY OF JACKSONVILLE**, a body politic and municipal corporation existing under the laws of the State of Florida ("Grantor"), whose mailing address is c/o Downtown Investment Authority, 117 W. Duval Street, Suite 310, Jacksonville, Florida 32202, hereinafter called the Grantor and **MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC.**, a Florida not-for-profit corporation, ("Grantee") whose mailing address is _____, Jacksonville, Florida _____.

RECITALS:

A. Grantor is the owner of that certain parcel of land in Duval County, Florida, containing approximately 3.28 acres and as further described on **Exhibit A-1** attached hereto (inclusive of the Riverwalk Parcel as shown on **Exhibit A-2**, the "City Park Parcel" or "Easement Parcel").

B. The Downtown Investment Authority ("DIA") on behalf of Grantor has entered into a Lease with Grantee (the "Lease") by which the DIA as Landlord thereunder has leased to Grantee as Tenant thereunder certain premises including that certain parcel of real property located in Duval County, Florida, and more particularly described in **Exhibit B** attached hereto (the "Museum Parcel"), pursuant to which Grantee is obligated to construct and operate a public museum facility comprised of a minimum of 75,000 square feet and including exhibits, programs, and improvements focused principally on science and history including education centered around technology, engineering, arts and mathematics (the "Museum").

C. A Memorandum of Lease pertaining to the Lease has been recorded in Official Records Book ____, page _____, current public records of Duval County, Florida.

D. Grantee has requested, and Grantor has agreed to provide, a non-exclusive easement for pedestrian ingress, egress and passage over and across the Easement Parcel, to provide access for the benefit of Museum patrons and guests during the term of the Lease, according to the terms and conditions more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Lease and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby acknowledge and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Easement Rights**. Grantor hereby bargains, sells, grants and conveys unto Grantee, its permitted successors and assigns under the Lease, a non-exclusive easement over and across the Easement Parcel for the purpose of pedestrian ingress, egress and passage for the benefit of Museum patrons and guests during the term of the Lease.

3. **Reservation of Rights**. Notwithstanding anything in this Easement Agreement to the contrary or the foregoing grant of easement rights, Grantor, for itself and its successors and assigns, hereby reserves and retains the right to (a) use, and to grant to others the right to use the Easement Parcel for any lawful purpose or use not inconsistent with the grants made herein, provided that during the term of the Lease the primary use of the City Park Parcel shall be a public park and the primary use of Riverwalk Parcel shall be a public walkway; (b) grant additional easements and licenses to others over, across, and under the Easement Parcel, (c) alter, modify or replace all or part of the sidewalks and other improvements located within the Easement Parcel in such a manner which does not materially diminish or prevent the access and use provided by the sidewalks as of the date of this Easement Agreement, and (d) construct and install additional or substitute improvements within the Easement Parcel at any location and in any configuration that Grantor determines. Grantee acknowledges and agrees that the City Park Parcel is a public park and the Riverwalk Parcel is a public walkway and Grantee's rights granted herein are co-equal to the rights of the public to use the City Park Parcel as a public park and the Riverwalk Parcel as a public walkway. Without limiting the foregoing, (i) Grantor reserves the right to gate or otherwise block Grantee's access to the Easement Parcel during times of high pedestrian activity when recommended by the Jacksonville Sheriff's Office, and (ii) Grantor and the JEA may exclusively use the Easement Parcel to place piping, pumps and other equipment used in connection with the maintenance or repair of any utilities, during such times as the JEA or Grantor deems necessary for undertaking any such utilities maintenance or repair.

4. **Termination**. This Easement Agreement shall automatically terminate on the expiration or earlier termination of the Lease. Grantee shall, within ten (10) days after written request from Grantor, execute and deliver to Grantor a written document in recordable form confirming the termination of this Easement Agreement, and Grantor shall be authorized to record the same in the public records of Duval County, Florida. If Grantee does not execute and deliver to Grantor its counterpart to any such written document within such ten (10) day period, then

Grantor shall have the right to execute and unilaterally record a written document confirming termination of this Easement Agreement in the public records of Duval County, Florida.

5. **Restrictions on Use of Easement Parcel**. Grantee agrees that in utilizing the Easement Parcel, Grantee will not unreasonably interfere with any existing or future use of the Easement Parcel by the Grantor, its successors and assigns. Any property of Grantor disturbed by the Grantee in the exercise of the rights granted herein will be restored as soon as reasonably practical following such activity to its previously existing condition by the Grantee, at its sole cost and expense. Grantee shall not place or allow the placement of any items or structures on the Easement Parcel (including without limitation portable toilets) at any time without prior written permission from the Grantor, which permission may be denied in the Grantor's sole discretion. Grantee shall not at any time interfere with the rights of the public to use the City Park Parcel as a public park and the Riverwalk Parcel as a public walkway.

6. **Vertical Improvements**. During the term of the Lease, Grantor agrees not to construct, erect or build any structures or other improvements greater than six (6) feet in height on the Riverwalk Parcel, provided that the foregoing restriction shall not apply to any landscaping, cultural pieces, lighting fixtures, shade devices or signage.

7. **Maintenance; Self-Help**. Grantor shall maintain the Riverwalk Parcel in good condition and repair consistent with the standard of maintenance of the other areas of the Northbank Riverwalk. Grantor shall maintain the City Park Parcel in good condition and repair consistent with the City's standard of maintenance for City parks. If Grantor shall default in the performance of its maintenance obligations hereunder, and shall not commence to cure such default within sixty (60) days after notice in writing delivered by Grantee specifying the default and proceed with reasonable due diligence to cure such default, then Grantee may at any time thereafter cure such default, and Grantor shall reimburse Grantee for any reasonable amount actually paid by Grantee to cure such default. The self-help remedy described above in this paragraph shall be Grantee's sole and exclusive remedy for any default by Grantor for failure to maintain any portion of the Easement Parcel as required under this Easement Agreement. No default by Grantor shall limit or affect the rights of the public to access and use the Easement Parcel as described herein. Grantee covenants and agrees that Grantee shall not cause any damage to the Easement Parcel resulting from the use of the easement described in this Easement Agreement. Notwithstanding anything to the contrary contained herein, if Grantee causes any damage to the Easement Parcel, Grantee shall, at Grantee's sole cost and expense, repair and restore the Easement Parcel to good condition and repair and in accordance with any applicable governmental permits, laws, rules and regulations.

8. **Indemnification**. Grantee shall indemnify, defend and hold harmless Grantor, the DIA, and their respective officers, agents, servants, employees, successors and assigns (the "Indemnified Parties") against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the rights granted herein, except to the extent such claim, action, loss, damage, injury, liability, cost or expense shall have been caused by the gross negligence of the Indemnified Parties. This indemnity does not alter, amend or expend the parameters of Section 768.28, Florida Statutes. If Grantee contracts with contractors or

subcontractors in any way related to the Easement, Grantee shall require said contractors and subcontractors to comply with the indemnity requirements attached hereto as **Exhibit C**. This paragraph shall survive the expiration or earlier termination of this Easement Agreement.

9. **Insurance**. Grantee shall comply with the insurance requirements attached hereto as Exhibit D. If Grantee contracts with contractors or subcontractors in any way related to this Easement Agreement, Grantee shall require said contractors and subcontractors to comply with the insurance requirements attached hereto as **Exhibit D**.

10. **Notices.** Any notice required or permitted to be given pursuant to the terms of this Easement Agreement shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by an air courier service utilizing return receipts, only to the parties at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notices shall be deemed given and received for all purposes under this instrument and shall be effective only upon receipt or when delivery is attempted and refused.

Grantor:

City of Jacksonville
Parks, Recreation and Community Services
214 N. Hogan Street, Room 473
Jacksonville, Florida 32202
Attention: Director

With a copy to:

Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Corporation Secretary

Grantee:

Museum of Science and History of C/O Jacksonville, Inc.
1025 Museum Circle
Jacksonville, Florida 32207
Attention: Chief Executive Officer

With a copy to:

The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America, by at least ten (10) days written notice to the other party.

11. **Enforceability**. The terms of this Easement Agreement shall be binding and enforceable by Grantor, Grantee, and their respective successors and assigns.

12. **Copies of Documents**. A copy of the Lease is maintained at the offices of the DIA or its successor in function.

13. **Attorneys Fees**. If any lawsuit, arbitration or other legal proceeding (including, without limitation, any appellate proceeding) arises in connection with the interpretation or enforcement of this Easement Agreement, each party shall be responsible for its own costs and

expenses, including reasonable attorneys' fees, charges and disbursements incurred in connection therewith, in preparation therefor and on appeal therefrom.

14. **Miscellaneous**. This Easement Agreement shall be construed under the laws of the State of Florida. Venue for any action for the interpretation or enforcement of this Easement Agreement shall lie only in Duval County, Florida. This Easement Agreement may only be modified or supplemented in writing signed by the parties, or their heirs, successors and assigns, and any modification shall take effect only upon recordation of the signed instrument in the Public Records of Duval County, Florida

15. **WAIVER OF RIGHT TO TRIAL BY JURY**. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS EASEMENT AGREEMENT OR THE RELATIONSHIP OF THE PARTIES UNDER THIS EASEMENT AGREEMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION WITH THIS EASEMENT AGREEMENT.

[Signatures on following page.]

IN WITNESS WHEREOF, the DIA and MOSH have executed this Easement Agreement on the respective dates set forth in the acknowledgments below, but to be effective for all purposes as of the date first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

CITY OF JACKSONVILLE, a body politic and corporate of the State of Florida

_____
Print Name:_____

_____
Print Name:_____

By: _____
Donna Deegan
Mayor

ATTEST:

(Sign) _____
(Print) _____

By: _____
James R. McCain, Jr.
Corporation Secretary

(Sign) _____
(Print) _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this ____ day of _____, 202_, by Donna Deegan, Mayor, and James R. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a body politic and corporate of the State of Florida, on behalf of the City, who [_] is personally known to me or [_] has produced _____ as identification.

_____
Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

(SEAL)

Signed, sealed and delivered
in the presence of:

MOSH:

MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC., a Florida not-for-profit corporation

_____
Print Name:_____

_____
Print Name:_____

By: _____
Print Name:_____
Its: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [_] physical presence or [___] online notarization, this ____ day of _____, 202_, by _____, as _____ of **MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC**., a Florida not-for-profit corporation, on behalf of the corporation, who [__] is personally known to me or [_] has produced _____ as identification.

_____
Notary Public, State of _____
Printed Name: _____
Commission No.:_____
My commission expires:_____
[NOTARIAL SEAL]

Exhibit A-1

Legal Description of City Park Parcel

A PART OF THE H. HUDNALL GRANT, SECTION 50, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA ALSO BEING A PORTION OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 15385, PAGE 1174 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST BAY STREET (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE CENTERLINE OF HOGAN'S CREEK, AS ESTABLISHED BY AGREEMENT RECORDED IN DEED BOOK 59, PAGE 792 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 20·09'40" WEST, ALONG LAST SAID CENTERLINE AND SAID RIGHT OF WAY LINE, 25.05 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID CENTERLINE AND CONTINUING ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 73'35'20" EAST 111.48 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 270.00 FEET; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE AN ARC DISTANCE OF 89. 99 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64'02'27" EAST, 89.57 FEET; THENCE SOUTH 15'22'1 O" WEST, 283.43 FEET; THENCE SOUTH 04'56'53" WEST, 254. 79 FEET; THENCE SOUTH 02•24'27" WEST, 84.05 FEET; THENCE SOUTH 73"38'7 7" EAST, 256.69 FEET; THENCE NORTH 15·31 ·11" EAST, 99.49 FEET; THENCE SOUTH 73"38'12" EAST, 41.83 FEET; THENCE NORTH 15'59'05" EAST, 169.32 FEET: THENCE SOUTH 73"57'45" EAST, 50.00 FEET TO AN INTERSECTION WITH A NORTHERLY PROLONGATION OF SOUTHERLY BOUNDARY OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 15385 PAGE 1174, (EAST PARCEL) OF THE CURRENT PUBLIC RECORDS; THENCE SOUTH 15·59'05" WEST, ALONG LAST SAID NORTHERLY PROLONGATION AND SOUTHERLY BOUNDARY 360.30 FEET: THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: NORTH 67'52'25" WEST, 94.00 FEET; COURSE NO. 2: NORTH 83'05'25" WEST, 48.00 FEET; COURSE NO. 3: NORTH 26'01 '55" WEST, 45.16 FEET; COURSE NO. 4: NORTH 85'31'25" WEST, 230.60 FEET; COURSE NO. 5: NORTH 69'19'25" WEST, 31.10 FEET TO AN INTERSECTION WITH THE WESTERLY BOUNDARY OF LAST SAID LANDS; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: NORTH 04"27' 35" EAST, 409.67 FEET; COURSE NO. 2: NORTH 70'58'25"' WEST, 46.06 FEET; COURSE NO. 3: NORTH 37'45'25"' WEST, 93.88 FEET; COURSE NO. 4: NORTH 10"32'05"' EAST, 61.67 FEET; COURSE NO. 5: NORTH 35·27'55"' WEST, 24.50 FEET TO AN INTERSECTION WITH AFORESAID CENTERLINE OF HOGAN'S CREEK; COURSE NO. 6: NORTH 20'09'40'" EAST, ALONG LAST SAID LINE, 159.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.28 ACRES MORE OR LESS.

Exhibit A-2
Description of Riverwalk Parcel

A 25’ wide strip on which a 16’ wide Riverwalk and associated landscaping, lighting and street furniture meeting the Riverfront Park Design criteria will be constructed and installed located as follows:

Along the western side of the Park Parcel parallel to Hogan’s Creek, running from Bay Street on the north to the bulkhead on the southern edge of the Park parcel, the Riverwalk Parcel shall be a minimum 25’ wide and shall be located interior to the creek edge above the base flood elevation for the site taking into account the desired natural shoreline on said western park edge.

On the southern edge of the Park Parcel, the Riverwalk Parcel shall be a minimum 25’ wide strip parallel to the existing bulkhead an shall include the southwest corner lookout as expanded Riverwalk area;

On the eastern edge of the Park Parcel, a 25’ strip parallel to the bulkhead.

All as generally depicted below.

[Legal description to be inserted after confirmation by survey.]

Exhibit A-2 cont.

Exhibit B
Legal Description of Museum Parcel

A PART OF THE H. HUDNALL GRANT, SECTION 50, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA ALSO BEING A PORTION OF THE LANDS DESCRIBED ANO RECORDED IN OFFICIAL RECORDS 15385, PAGE 1174 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST BAY STREET (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE CENTERLINE OF HOGAN'S CREEK, AS ESTABLISHED BY AGREEMENT RECORDED IN DEED BOOK 59, PAGE 792 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 20·09'40" WEST, ALONG LAST SAID CENTERLINE AND SAID RIGHT OF WAY LINE, 25.05 FEET; THENCE DEPARTING SAID CENTERLINE AND CONTINUING ALONG SAID RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 7335'20"' EAST 111.48 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 270.00 FEET; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE AN ARC DISTANCE OF 112.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 61'42'00" EAST, 111.25 FEET; COURSE NO 3: SOUTH 49"48'41" EAST, 208.75 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1300.00 FEET; COURSE NO. 4: ALONG AND AROUND THE ARC OF LAST CURVE AN ARC DISTANCE OF 8. 99 FEET TO A POINT ON LAST SAID CURVE, AND THE POINT OF BEGINNING, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50'03'34" EAST, 8.99 FEET. COURSE NO. 5: CONTINUING ALONG LAST SAID CURVE AN ARC DISTANCE OF 127.62 FEET TO A POINT ON SAID CURVE, LYING ON THE FORMER WESTERLY RIGHT OF WAY LINE OF FLORIDA AVENUE (CLOSED BY: ORDINANCE 82-735-338, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 53'01'11" EAST, 127.57 FEET; THENCE IN A SOUTHERLY DIRECTION ALONG SAID FORMER WESTERLY RIGHT OF WAY AND IT'S SOUTHERLY PROLONGATION THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1 SOUTH 15"56'05" WEST, 2.03 FEET; COURSE NO. 2: NORTH 72'35'20" WEST, 1.00 FEET; COURSE NO. 3: SOUTH 15'56'05" WEST, 226.23 FEET; THENCE SOUTH 73'31'06" EAST, 33.62 FEET; THENCE SOUTH 15'59'05" WEST, 145.99 FEET; THENCE NORTH 7338'12" WEST, 41.83 FEET; THENCE NORTH 16'31' 11" EAST, 77.16 FEET; THENCE NORTH 73'38'12" WEST, 72.69 FEET; THENCE SOUTH 16"20'34" EAST, 64.45 FEET; THENCE NORTH 73'37'26" WEST 210.96 FEET; THENCE NORTH 04"56'53" WEST, 173.57 FEET; THENCE NORTH 85'50'01'' EAST, 64.38 FEET; THENCE NORTH 16'21 '48" EAST, 172.30 FEET; THENCE SOUTH 73'38'12" EAST, 46.69 FEET; THENCE NORTH 83"26'13" EAST, 106.34 FEET TO AFORESAID SOUTHERLY RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

CONTAINING 2.50 ACRES MORE OR LESS.

Exhibit C

Indemnification

Grantee's contractors and subcontractors (the "**Indemnifying Party/Parties**") shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively, the "**Indemnified Parties**") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Easement Agreement, operations, services or work performed hereunder; and

2. Environmental Liability, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages caused by or arising out of the acts or omissions of Grantee or its agents, contractors, subtenants or employees in connection with this Easement Agreement; and

If an Indemnified Party exercises its right under this Easement Agreement, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Easement Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Easement Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Exhibit D

Insurance

INSURANCE REQUIREMENTS

Without limiting its liability under this Easement Agreement, Grantee shall at all times during the term of this Easement Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Easement Agreement (and Grantee shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 1,000,000 Each Accident

This insurance shall cover the Grantee (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$1,000,000	General Aggregate
	$1,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Each Occurrence
	$1,000,000	Personal/Advertising Injury

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits. Grantor and Grantee agree that Grantee may, in lieu of a commercial general liability policy, obtain and maintain a specialized marina insurance liability policy that contains minimum policy limits as set forth above.

Automobile Liability	$500,000	Combined Single Limit

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Easement Agreement)

Grantee shall maintain Automobile Liability coverage only if Grantee operates any automobiles in connection with the Easement Agreement. Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability $1,000,000 per Claim and Aggregate
(Including Medical Malpractice when applicable)

Any entity hired to perform professional services as a part of this Easement Agreement shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Easement Agreement and with a three year reporting option beyond the annual expiration date of the policy.

Builders Risk/ Installation Floater **%100 Completed Value of the Project**

Such insurance shall be on a form acceptable to the CITY's Office of Insurance and Risk Management. The Builder's Risk/Installation Floater policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum $10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named insured's shall be: CONTRACTOR, the CITY, and respective members, officials, employees and agents, the ENGINEER, and the PROGRAM MANAGEMENT FIRM(S) (when program management services are provided). The City of Jacksonville, its members, officials, officers, employees and agents are to be named as a loss payee.

Pollution Liability $1,000,000 per Loss
$2,000,000 Annual Aggregate

Any entity hired to perform services as part of this Easement Agreement for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

Pollution Legal Liability $1,000,000 per Loss
$2,000,000 Aggregate

Any entity hired to perform services as a part of this Easement Agreement that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this Easement Agreement.

Additional Insurance Provisions

A. Certificates of Insurance. Grantee shall deliver to the City of Jacksonville Certificates of Insurance that shows the corresponding City Contract , Bid Number or PO if applicable in the Description, Additional Insured, Waivers of Subrogation and statement as provided below. The certificates of insurance shall be insurance certificate shall be made available upon request of the City of Jacksonville.

B. Additional Insured: All insurance except Worker's Compensation, Crime shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability in a form no more restrictive than CA2048.

C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville its respective members, officers, officials, employees and agents

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

E. Grantee Insurance Primary. The insurance provided by Grantee shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City of Jacksonville and their respective members, officers, officials, employees and agents

F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Easement Agreement shall remain the sole and exclusive responsibility of the named insured Grantee . Under no circumstances will the City of Jacksonville its respective members, officers, officials, employees and agents be responsible for paying any deductible or self-insured retention related to this Easement Agreement.

G. Easement Agreement Insurance Additional Remedy. Compliance with the insurance requirements of this Easement Agreement shall not limit the liability of the Grantee or its subcontractors, employees or agents to the City of Jacksonville its respective members, officers, officials, employees and agents and shall be in addition to and not in lieu of any other remedy available under this Easement Agreement or otherwise.

H. Waiver/Estoppel. Neither approval by City of Jacksonville nor its failure to disapprove the

insurance furnished by Grantee shall relieve Grantee of Grantee's full responsibility to provide insurance as required under this Easement Agreement.

I. Notice. The Grantee shall provide an endorsement issued by the insurer to provide the City of Jacksonville thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, the Grantee, shall provide said thirty (30) days written notice of any change in the above coverages or limits, or of coverages being suspended, voided, cancelled, including through expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Grantee under this Easement Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City of Jacksonville may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City of Jacksonville and its respective members, officers, officials, employees and agents also be named as an additional insured.

L. Special Provision: Prior to executing this Easement Agreement, Grantee shall present this Easement Agreement and insurance requirements to its Insurance Agent Affirming: 1) that the agent has personally reviewed the insurance requirements of this Easement Agreement, and (2) that the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Easement Agreement.

EXHIBIT I

Museum Parcel

A PART OF THE H. HUDNALL GRANT, SECTION 50, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA ALSO BEING A PORTION OF THE LANDS DESCRIBED ANO RECORDED IN OFFICIAL RECORDS 15385, PAGE 1174 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST BAY STREET (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE CENTERLINE OF HOGAN'S CREEK, AS ESTABLISHED BY AGREEMENT RECORDED IN DEED BOOK 59, PAGE 792 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 20·09'40" WEST, ALONG LAST SAID CENTERLINE AND SAID RIGHT OF WAY LINE, 25.05 FEET; THENCE DEPARTING SAID CENTERLINE AND CONTINUING ALONG SAID RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 7335'20"' EAST 111.48 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 270.00 FEET; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE AN ARC DISTANCE OF 112.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 61'42'00" EAST, 111.25 FEET; COURSE NO 3: SOUTH 49"48'41" EAST, 208.75 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1300.00 FEET; COURSE NO. 4: ALONG AND AROUND THE ARC OF LAST CURVE AN ARC DISTANCE OF 8. 99 FEET TO A POINT ON LAST SAID CURVE, AND THE POINT OF BEGINNING, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50'03'34" EAST, 8.99 FEET. COURSE NO. 5: CONTINUING ALONG LAST SAID CURVE AN ARC DISTANCE OF 127.62 FEET TO A POINT ON SAID CURVE, LYING ON THE FORMER WESTERLY RIGHT OF WAY LINE OF FLORIDA AVENUE (CLOSED BY: ORDINANCE 82-735-338, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 53'01'11" EAST, 127.57 FEET; THENCE IN A SOUTHERLY DIRECTION ALONG SAID FORMER WESTERLY RIGHT OF WAY AND IT'S SOUTHERLY PROLONGATION THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1 SOUTH 15"56'05" WEST, 2.03 FEET; COURSE NO. 2: NORTH 72'35'20" WEST, 1.00 FEET; COURSE NO. 3: SOUTH 15'56'05" WEST, 226.23 FEET; THENCE SOUTH 73'31'06" EAST, 33.62 FEET; THENCE SOUTH 15'59'05" WEST, 145.99 FEET; THENCE NORTH 7338'12" WEST, 41.83 FEET; THENCE NORTH 16'31' 11" EAST, 77.16 FEET; THENCE NORTH 73'38'12" WEST, 72.69 FEET; THENCE SOUTH 16"20'34" EAST, 64.45 FEET; THENCE NORTH 73'37'26" WEST 210.96 FEET; THENCE NORTH 04"56'53" WEST, 173.57 FEET; THENCE NORTH 85'50'01'' EAST, 64.38 FEET; THENCE NORTH 16'21 '48" EAST, 172.30 FEET; THENCE SOUTH 73'38'12" EAST, 46.69 FEET; THENCE NORTH 83"26'13" EAST, 106.34 FEET TO AFORESAID SOUTHERLY RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

CONTAINING 2.50 ACRES MORE OR LESS.

EXHIBIT J

Park Project Improvements

Those certain Park Project Improvements to be constructed by City on the Park Parcel and Riverwalk Parcel, to the extent of lawfully appropriated funds therefor and if elected to be undertaken by the City, consisting of landscape, hardscape, furnishings, lighting, Urban open space features adjacent to Bay Street, park amenities such as playground equipment and other recreational facilities, and a node marker all as contained within the final approved plans for the park which are the deliverable of the Park Design Project and developed in accordance with the scope, budget, timeline and priorities established in the Public Infrastructure Park Design Project Costs Disbursement Agreement.

EXHIBIT K

Riverwalk Design Criteria

[SEE ATTACHED]

[To be inserted once available]

EXHIBIT L

Riverwalk Improvements

Those certain publicly accessible improvements to the City-owned land located within 50' of the bulkhead or water's edge of the City Park Parcel providing a continuous multi-use path from Bay Street at Hogans Creek to the St Johns Riverfront and along the riverfront to the eastern edge of the City Park Parcel. The Riverwalk Improvements are to be designed by MOSH but are subject to approval by Director of the City's Parks, Recreation and Community Services Department and the Director of the City's Department of Public Works, and in compliance with all applicable design guidelines and ordinances.

EXHIBIT M

Riverwalk Parcel

A 25’ wide strip on which a 16’ wide Riverwalk and associated landscaping, lighting and street furniture meeting the Riverfront Park Design criteria will be constructed and installed located as follows:

Along the western side of the Park Parcel parallel to Hogan’s Creek, running from Bay Street on the north to the bulkhead on the southern edge of the Park parcel, the Riverwalk Parcel shall be a minimum 25’ wide and shall be located interior to the creek edge above the base flood elevation for the site taking into account the desired natural shoreline on said western park edge.

On the southern edge of the Park Parcel, the Riverwalk Parcel shall be a minimum 25’ wide strip parallel to the existing bulkhead an shall include the southwest corner lookout as expanded Riverwalk area;

On the eastern edge of the Park Parcel, a 25’ strip parallel to the bulkhead, all generally as depicted below.

EXHIBIT M cont.

EXHIBIT N

Roadway and Utility Improvements

Those certain improvements to and extension of A. Philip Randolph Boulevard and utility installations to be designed and constructed by City pursuant to and within the scope of an approved City CIP project. It is contemplated that the roadway will be:

1. An extension of Philip Randolph Boulevard across E. Bay Street to within approximately 50 feet of the current bulkhead;
2. Will be aligned with the current right of way lines of A Philip Randolph Boulevard north of East bay Street;
3. Will be designed and constructed to city standards and open for public use;
4. Will contain sidewalks, landscape, lighting and street furniture consistent with Downtown standards for the Sports and Entertainment District;
5. Will contain within the right of way, utility service extensions for water, sewer, electric and other customary utilities to serve the adjacent MOSH Leased Parcel;
6. Will contain within the right of way stormwater connections;
7. May contain a right turn lane on East Bay Street at the signalized intersection of A. Philip Randolph if desired by MOSH and approved by COJ Traffic Engineering.

EXHIBIT O

JSEB Reporting Form

Business:
Goal: $
Contact:_____
Date:_____

Date Contract Awarded	Contractor Name	Ethnicity (1)	Scope of Work (2)	Contract Amount	Amount Paid to Date	% of Work Completed to Date
		(1) AA – African American		(2) Examples: Masonry		
		HANA – Hispanic, Asian, Native American		Painting		
		WBE – Women		Site Clearing		
		C - Caucasian		Electrical		

EXHIBIT P

ANNUAL SURVEY

Year ___

Send completed form to:

Downtown Investment Authority
Office of Contract and Regulatory Compliance
117 West Duval Street, Suite 310
Jacksonville, Florida 32202

Fax: (904) 255-5309
Email: Jcrescimbeni@coj.net

Company Name: _____

Mailing Address: _____

_____

Primary Contact Name: _____

Primary Contact Title: _____

Phone: _____ Email: _____

Signature: _____ Reporting Date: _____

As of December 31, 20___:

❶ CAPITAL INVESTMENT INFORMATION

Project Land Costs	[3] $
Project Structure Costs	[4] $
Project Equipment Costs	[5] $
Other Costs	[6] $
Total Project Costs (sum [3] through [6])	$

❷ ASSESSED PROPERTY VALUE

Assessed Value of Property on **20___** Duval County Property Tax Bill:	
Real Property	[7] $
Personal Property	[8] $
Total of [7] & [8]	$
Amount of Taxes Paid: $	Date Taxes Paid:

❸ **PLEASE PROVIDE A REPORT ON ALL ACTIVITIES AFFECTING THE IMPLEMENTATION OF THIS AGREEMENT, INCLUDING A NARRATIVE SUMMARY OF PROGRESS ON THE PROJECT.**

LEASE AGREEMENT

THIS **LEASE AGREEMENT** (this "Lease") made and entered as of the ___ day of _____, 202_ (the "Effective Date"), by and between **DOWNTOWN INVESTMENT AUTHORITY**, a community redevelopment agency on behalf of the City of Jacksonville ("Landlord"), and **MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC.**, a Florida not-for-profit corporation ("Tenant").

W I T N E S S E T H:

WHEREAS, Landlord, Tenant and the City of Jacksonville (the "City"), entered into that certain Second Amended and Restated Redevelopment Agreement dated _____, 2025 (the "Redevelopment Agreement") to redevelop approximately 7.23 acres of real property, as more particularly set forth in the Redevelopment Agreement (the "Project").

WHEREAS, City is the owner of certain real property comprised of approximately 2.5 acres located in Duval County, Florida, which property is more particularly described on **Exhibit A** attached hereto (the "Property"), on which Tenant will construct a public museum facility comprised of a minimum of 75,000 square feet and including exhibits, programs, and improvements focused principally on science and history including education centered around technology, engineering, arts and mathematics (the "Museum"), with all related parking, driveways, private outdoor exhibit spaces, and other improvements to be constructed and installed by Tenant on the Property, (the "Improvements" and together with the Museum, the "Museum Improvements"), all as more particularly and further described in the Redevelopment Agreement and pursuant to the Final Plans and Specifications attached hereto as **Exhibit C**;

WHEREAS, Tenant has obtained all required permits and is ready to Commence Construction (as defined in the Redevelopment Agreement) of the Museum Improvements;

WHEREAS, Landlord has agreed to lease and does hereby lease and demise to the Tenant, and the Tenant has agreed to lease and does lease from the Landlord, for and in consideration of the construction of the Museum Improvements, rents and other covenants, terms and conditions set forth herein, the Property;

TOGETHER with any and all improvements at present on the Property and those buildings and improvements hereafter erected on the Property by Tenant including, without limitation, the Museum Improvements (the Property, the Museum Improvements, and the foregoing improvements are collectively referred to herein as the "Leased Premises");

TOGETHER with all and each of the appurtenances, rights, interests, easements and privileges in anywise appertaining thereto;

TO HAVE AND TO HOLD the Leased Premises for and during the Term as hereinafter described and upon the following terms and conditions;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party, Landlord and Tenant stipulate and agree as follows:

ARTICLE 1
DUE DILIGENCE; TITLE AND SURVEY

Section 1.1 Recitals; Definitions. Landlord and Tenant agree the foregoing recitals are true and correct and are hereby incorporated herein by this reference. Capitalized terms used but not defined herein shall have the meanings set forth in the Redevelopment Agreement.

Section 1.2 Due Diligence. Prior to executing this Lease, the Tenant has performed all due diligence on the Leased Premises as deemed necessary by the Tenant, including but not limited to any soil and ground water samples, hazardous materials inspections, tests and assessments, or review of the non-confidential and non-proprietary books and records of Landlord concerning the Leased Premises, and Tenant hereby approves the condition of the Leased Premises and accepts the Leased Premises in its "AS IS WHERE IS" condition. The foregoing shall not be construed as abrogating any of the Landlord's, City's or Tenant's express obligations as set forth in the Redevelopment Agreement.

Section 1.3 AS IS/WHERE IS. TENANT ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, LANDLORD HAS NOT MADE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO ANY ASPECT OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, NATURE, QUALITY OR CONDITION THEREOF (INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY THEREOF), (B) ANY INCOME TO BE DERIVED THEREFROM, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY ACTIVITY OR USE WHICH TENANT OR ANY OF TENANT'S AGENTS, EMPLOYEES, CONTRACTORS, SUBLESSEES OR INVITEES (COLLECTIVELY, "TENANT PARTIES") MAY CONDUCT THEREON, (D) THE COMPLIANCE OF THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, (F) GOVERNMENTAL RIGHTS OF POLICE POWER OR EMINENT DOMAIN, (G) DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS INCLUDING BUT NOT LIMITED TO THOSE MATTERS (1) NOT KNOWN TO TENANT AND NOT SHOWN BY THE PUBLIC RECORDS BUT KNOWN TO CITY OR LANDLORD AND NOT DISCLOSED IN WRITING BY CITY OR LANDLORD TO THE TENANT, (2) RESULTING IN NO LOSS OR DAMAGE TO TENANT OR (3) ATTACHING OR CREATED SUBSEQUENT TO THE EFFECTIVE DATE, (H) VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE, (I) ALL MATTERS THAT WOULD BE DISCLOSED BY A CURRENT SURVEY OF THE LEASED

PREMISES, (J) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE LEASED PREMISES, (K) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE LEASED PREMISES, OR (L) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY, THAT CITY AND LANDLORD HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE OF THE LEASED PREMISES WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE, ZONING OR DEVELOPMENT OF REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE THEREIN, THEREON OR THEREUNDER OF HAZARDOUS MATERIALS. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, NO PERSON ACTING ON BEHALF OF CITY OR LANDLORD IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF TENANT ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT REGARDING THE LEASED PREMISES OR THE TRANSACTIONS CONTEMPLATED HEREIN. TENANT ACKNOWLEDGES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, TENANT IS RELYING SOLELY ON ITS OWN INVESTIGATIONS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LANDLORD OR THE CITY. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS LEASE, TO THE MAXIMUM EXTENT PERMITTED BY LAW THE LEASE PROVIDED FOR HEREIN IS MADE ON AN "AS-IS, WHERE-IS" BASIS WITH ALL FAULTS. FURTHERMORE, EXCEPT FOR ANY CLAIM THE TENANT MAY HAVE AS A RESULT OF THE BREACH BY THE LANDLORD OF ANY EXPRESS REPRESENTATION OR WARRANTY OF LANDLORD SET FORTH HEREIN OR IN THE REDEVELOPMENT AGREEMENT, TENANT DOES HEREBY RELEASE AND FOREVER DISCHARGE LANDLORD, ITS MEMBERS, OFFICIALS, DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES, LEGAL REPRESENTATIVES, AGENTS AND ASSIGNS, FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) AND DEMANDS FOR, UPON OR BY REASON OF ANY DAMAGE, LOSS OR INJURY WHICH HERETOFORE HAVE BEEN OR WHICH HEREAFTER MAY BE SUSTAINED BY TENANT RELATED TO THE CONDITION OF THE LEASED PREMSIES OR RESULTING FROM OR ARISING OUT OF THE PRESENCE OF ANY HAZARDOUS MATERIALS OR OTHER ENVIRONMENTAL CONTAMINATION ON OR IN THE VICINITY OF THE LEASED PREMISES, INCLUDING THE SOIL AND/OR GROUNDWATER (HEREINAFTER REFERRED TO AS THE "CLAIMS"). THIS RELEASE APPLIES TO ALL SUCH CLAIMS WHETHER THE ACTIONS CAUSING THE PRESENCE OF HAZARDOUS MATERIALS ON OR IN THE VICINITY OF THE LEASED PREMISES OCCURRED BEFORE OR AFTER THE LEASE TERM. THIS RELEASE EXTENDS AND APPLIES TO, AND ALSO COVERS AND INCLUDES, ALL STATUTORY OR COMMON LAW CLAIMS THE TENANT MAY HAVE AGAINST THE LANDLORD. THE PROVISIONS OF ANY STATE, FEDERAL, OR LOCAL LAW OR STATUTE PROVIDING IN SUBSTANCE THAT RELEASES SHALL NOT EXTEND TO CLAIMS, DEMANDS, INJURIES OR DAMAGES WHICH ARE UNKNOWN OR UNSUSPECTED TO EXIST AT THE TIME, TO THE PERSON EXECUTING SUCH RELEASE, ARE HEREBY EXPRESSLY WAIVED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE. THE

FOREGOING SHALL NOT BE CONSTRUED AS ABROGATING ANY OF THE LANDLORD'S, CITY'S OR TENANT'S OBLIGATIONS WITH RESPECT AS SET FORTH IN THE REDEVELOPMENT AGREEMENT.

Section 1.4 Title and Survey Matters. Tenant has previously obtained, reviewed and approved that certain title insurance commitment # _____ issued by _____ Title Insurance Company (the "Title Company") insuring Tenant's leasehold estate created hereby (the "Title Commitment") and obtained, reviewed and approved a current survey of the Leased Premises (the "Survey").

Section 1.5 Permitted Exceptions. This Lease is expressly granted by Landlord and accepted by Tenant subject to all applicable building, zoning and other ordinances and governmental requirements affecting the Leased Premises and to all restrictions, covenants, encumbrances, rights-of-ways, easements, exceptions, reservations and other matters of record encumbering or affecting the Leased Premises, including but not limited to those disclosed by the Title Commitment and Survey. Furthermore, subject to the rights of Tenant hereunder, Landlord reserves the right to grant any, easements, licenses, and other similar agreements affecting the Leased Premises, including, without limitation, utility and pipeline easements (each, an "Easement"), provided that, (i) the Easement shall be located in a manner that is reasonably calculated to minimize interference with Tenant's operations; and (ii) the Easement holder, including its employees, agents, invitees, contractors and subcontractors, shall comply with Landlord's insurance requirements for contractors performing similar types of work within the Leased Premises. All plans and specifications for an Easement holder's improvements to be located on the Leased Premises shall be subject to the prior written consent of Tenant, which shall not be unreasonably withheld, conditioned or delayed.

Section 1.6 Construction Period. Tenant shall Substantially Complete the Museum Improvements in accordance with the terms and conditions of the Redevelopment Agreement and the Final Plans and Specifications on or before the date that is three (3) years after the Effective Date (the "Outside Completion Date"). For avoidance of doubt, from the Effective Date until the Rent Commencement Date (such period being referred to as the "Construction Period"), Tenant shall comply with all terms and conditions of this Lease including, without limitation, Tenant's indemnification and insurance obligations hereunder, including such insurance from those contractors, materialmen and suppliers engaged with respect to the Museum Improvements, except that Tenant shall have no obligation to pay Rent prior to the Rent Commencement Date. Without limiting the foregoing, Tenant shall be required to pay for all expenses related to the Leased Premises during the Construction Period, including without limitation to, all utilities. Tenant's access to the Leased Premises during the Construction Period shall be subject to Tenant providing to Landlord satisfactory evidence of insurance required under Article VIII and Article IX of this Lease prior to the commencement of the Construction Period. Any delay in putting Tenant in possession of the Leased Premises during the Construction Period shall not serve to extend the Term of this Lease or to make Landlord liable for any damages arising therefrom.

Section 1.7 Term. The term of this Lease shall commence on the Effective Date and shall expire on the fortieth (40^{th}) anniversary of the Rent Commencement Date (the "Initial Term"). As used in this Lease, "Term" means the Initial Term, as extended by any Extension Term (as hereinafter defined). The "Rent Commencement Date" shall be the date of Substantial Completion

of the Museum Improvements under the Redevelopment Agreement as determined by Landlord in its reasonable discretion. In the event that the Substantial Completion of the Museum Improvements has not occurred on or before the Outside Completion Date (subject to time extensions as set forth in the Redevelopment Agreement), then Landlord shall have the right to terminate this Lease in its sole discretion.

Section 1.8 Joint-Use Park Agreement. On or before the Rent Commencement Date, Tenant shall execute and deliver to the City the Joint-Use Park Agreement in the form attached to the Redevelopment Agreement as **Exhibit D** thereof, whereupon the City shall cause the same to be executed and delivered to Tenant.

Section 1.9 Extension Option. Provided all Extension Conditions (as defined below) are satisfied, Tenant shall have one (1) option to extend the Term for a period of ten (10) years (the "Extension Term"). In addition, at any time prior to the expiration of the Term, Tenant may seek a further extension of the Term, subject to review and approval by the City Council and any such term of extension shall be deemed an Extension Term. As used herein, "Extension Conditions" shall mean, collectively, (i) Tenant shall not be in default under this Lease at the time of exercise of the extension option and on the commencement date of the extension term, (ii) no event shall have occurred which, with the passage of time would be considered an Event of Default by Tenant under this Lease at the time of exercise of the extension option or on the commencement date of the extension term, (iii) not less than eighty percent (80%) of the Museum shall be occupied by Tenant and/or leased to third party subtenants, and each such subtenant shall be open and operating and paying full rent under its respective sublease at the time of exercise of the extension option and on the commencement date of the extension term. Tenant may exercise such extension option by giving written notice to Landlord at least one hundred-eighty (180) days, but not more than two hundred seventy (270) days, prior to the end of the Initial Term of this Lease. All of the terms, covenants and conditions of the Initial Term shall continue in full force and effect during the Extension Term.

ARTICLE 2
RESERVED

ARTICLE 3
RENT

Section 3.1 Base Rent. Tenant hereby covenants and agrees to pay to Landlord at the address specified in Article 24 below, or at such other place as Landlord may designate in writing during the Term, without offset, abatement, counterclaim, setoff or deduction except as specifically provided herein, and without previous demand therefor, annual rent in the amount of One and No/100 Dollars ($1.00) ("Base Rent"). Base Rent shall be paid in one (1) annual payment on or before the first (1st) day of each January during the Term of this Lease, together with any applicable sales tax payable on such rent. If the Effective Date of this Lease is not January 1, the Base Rent for the first calendar year of the Term will be prorated and paid upon the full execution of this Lease. All taxes, charges, costs and expenses which Tenant is required to pay under this Lease, other than Base Rent, together with all interest and penalties that may accrue thereon in the event of Tenant's failure to pay such amounts, and all damages, costs and expenses which Landlord may incur by reason of any default of Tenant or failure on Tenant's part to comply with the term

of this Lease, shall be deemed to be additional rent hereunder ("Additional Rent" and together with Base Rent, "Rent").

Section 3.2 Absolute Net Lease. Commencing on the Effective Date and throughout the Term of this Lease, all costs, expenses and obligations of every kind and nature whatsoever, whether foreseen or unforeseen, in any way relating to the condition, maintenance, repair, operation, management, use and/or occupancy of the Leased Premises and/or the Museum Improvements (defined below) shall be paid by Tenant (other than income and similar taxes imposed upon Landlord with respect to the rents hereunder). Without limiting the foregoing, Tenant shall be responsible for the payment of all taxes, assessments whether general or special, license fees, insurance costs, operating costs, utility costs, management and administrative fees, maintenance and repair costs, operation costs, construction costs, and any other costs, expenses, sums, and charges which arise in connection with the management, condition, maintenance, repair, operation, use and/or occupancy of the Leased Premises and/or the Museum Improvements (defined below), including all structures, improvements and property located thereon. All of such costs, expenses, sums, and charges shall constitute Rent, and upon the failure of Tenant to pay any such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay Rent. This Lease is an absolutely net lease and this Lease shall be liberally construed in favor of Landlord to give effect to the above intention of the parties that this shall be an absolutely net lease.

ARTICLE 4
TAXES AND ASSESSMENTS

Section 4.1 Payment of Taxes and Assessments. Tenant shall pay, during the Term as Additional Rent when due, all taxes which may hereafter be imposed or assessed upon the Leased Premises, including, without limitation, the Museum Improvements, any additional improvements made thereon and/or any fixtures, equipment, or property installed on the Leased Premises or any part thereof by or for the Tenant. For purposes of this Lease, the term "taxes" shall mean all ad valorem and non-ad valorem real estate taxes and assessments, general and special assessments, of any kind or nature, plus applicable sales tax. Tenant will be responsible for all taxes associated with Tenant's personal property on the Leased Premises. All such taxes and assessments shall be paid by Tenant before any fine, penalty, interest or costs may be added thereto for the nonpayment thereof, and shall be apportioned between Tenant and Landlord for the tax year in which the Term of this Lease shall begin, as well as for the tax year in which this Lease shall end. Taxes shall not include any inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax, personal property, gross receipts, margin or transfer tax levied or assessed against Landlord.

Section 4.2 Contest of Taxes. Landlord agrees that Tenant, after written notice to Landlord, shall have the right, at Tenant's sole cost and expense, in the Tenant's name, or, if required by law, Landlord's name, to contest the legality or validity of any of the taxes, assessments or other public charges required to be paid by Tenant, but no such contest shall be carried on or maintained by Tenant after such taxes, assessments or other public charges become delinquent unless Tenant shall have duly paid the amount involved under protest or shall procure and maintain a stay of all proceedings to enforce any collection thereof and any forfeiture or sale of the Leased Premises, and shall also provide for payment thereof together with all penalties, interest, cost and expense by deposit of a sufficient sum of money or by a good and sufficient

undertaking as may be required by law to accomplish such stay. In the event any such contest is made by Tenant, Tenant shall promptly, upon final determination thereof, pay and discharge the amount involved or affected by any such contest, together with any penalties, fines, interest, costs and expenses that may have accrued thereon. Any recovery of taxes as a result of Tenant's action hereunder shall belong solely to Tenant, except to the extent such recovery relates to the period after expiration of the Term of this Lease for which Landlord paid such taxes.

Section 4.3 Refund of Taxes and Assessments. Landlord further covenants and agrees that if there shall be any refunds or rebates on account of any taxes, governmental imposition, levy or special or general assessments paid by Tenant under the provisions of this Lease, such refund or rebate shall belong to Tenant, except to the extent such recovery relates to the period after expiration of the Term of this Lease for which Landlord paid such taxes. Any such refunds or rebates owed to Tenant which are received by Landlord shall be trust funds and shall be forthwith paid to Tenant so long as this Lease shall not be in default. Landlord shall, at Tenant's request, sign any receipt which may be necessary to secure the payment of any such refund or rebate owed to Tenant and promptly shall pay over to Tenant such refund or rebate as received by Landlord.

ARTICLE 5
DEVELOPMENT OF THE PROPERTY; CONSTRUCTION

Section 5.1 Development of the Property. The Tenant shall develop the Property and construct the Museum Improvements in accordance with the terms and conditions of the Redevelopment Agreement, and as described in **Exhibit B** in accordance with the final plans and specifications referenced in **Exhibit C** (the "Final Plans and Specifications") and set forth on the site plan attached hereto as **Exhibit D** (the "Site Plan"). Tenant shall construct the Museum Improvements in accordance with all approvals and in accordance with the Redevelopment Agreement. No modifications to the Site Plan shall be permitted unless they have been submitted to and approved by Landlord consistent with the terms of the Redevelopment Agreement. Tenant shall be responsible for obtaining any necessary approvals for the Museum Improvements.

Section 5.2 Construction Liens. Pursuant to Section 713.10, Florida Statutes, it is the intent of the parties hereto that Landlord's interest in the Leased Premises shall not be subject to any construction liens, or other liens arising from Tenant's or its contractor's or subcontractors' failure to make payments in connection with any buildings or improvements installed or constructed on the Leased Premises. Nothing contained in this Lease shall be construed to confer upon any party, including without limitation, material suppliers and contractors, the right to file a construction lien or other lien or any claim related thereto, nor to perform any labor or to furnish any materials for the account of Landlord in respect to the construction of any improvements, alterations or repairs to the Leased Premises by Tenant, its employees, agents or contractors. Any person furnishing labor or materials to or for the benefit of the Leased Premises on account of Tenant or its subtenants shall look only to the Tenant's leasehold estate for the satisfaction of any construction or other lien. If any construction or other liens shall be filed against the Landlord's fee interest in the Leased Premises by reason of or arising out of any labor or materials furnished or alleged to have been furnished to or for the Tenant at the Leased Premises, the Tenant shall, within ten (10) days of the date tenant receives notice thereof, either pay or bond the same or procure the discharge thereof in such manner as may be provided by law. The Tenant shall also defend on behalf of the Landlord at the Tenant's sole cost and expense any action, suit or

proceeding which may be brought thereon or for the enforcement of such liens or orders, and the Tenant shall pay any damage and discharge any judgment entered therein and indemnify and hold Landlord harmless from any claim, costs, including reasonable attorney fees, or damage resulting therefrom or arising in connection therewith. During the entire term of this Lease, Tenant shall pay for all labor performed and material furnished at Tenant's request for the excavation, erection, repair, alterations and improvements of the buildings and improvements to be constructed and erected by Tenant pursuant to the terms of this Lease. The foregoing shall not be construed as abrogating any of the Landlord's, City's or Tenant's obligations as set forth in the Redevelopment Agreement.

Tenant shall include in its contracts for construction on the Leased Premises the following requirements: (i) Landlord and the City be included as an indemnified party in all indemnifications from contractor; (ii) Landlord and the City be included as an additional insured on contractors commercial general liability policy and be provided with an endorsement evidencing same; (iii) Landlord and the City be included in all waivers of subrogation for claims related general liability and/or builder's risk coverage; and (iv) a statement as follows:

> "Tenant advises Contractor that Tenant leases the land upon which the improvements shall be constructed from the DOWNTOWN INVESTMENT AUTHORITY, a community redevelopment agency on behalf of the City of Jacksonville, ("Landlord"). In accordance with the applicable provisions of the Florida Construction Lien Law and specifically Florida Statutes, Section 713.10, no interest of the Landlord or the City of Jacksonville ("City") in any personalty or in the Leased Premises or in the underlying land or in the improvements located on the Leased Premises or Landlord's or the City's fee or other interest therein shall be subject to liens for improvements made by Tenant or caused to be made by Tenant as contemplated in this Contract. Contractor shall cause the foregoing disclosure and prohibition on claims of liens filed against Landlord's or City's interest in the foregoing property and Leased Premises to be included in all bid documents and/or Subcontracts entered into for performance of all work."

To the extent it is necessary for Tenant to record a Notice of Commencement in connection with work performed for Tenant at the Leased Premises, Tenant shall only record a Notice of Commencement in a form acceptable to Landlord in its sole and absolute discretion, and only after written approval from Landlord to record the same. Should a Notice of Commencement be recorded in a form not previously approved by Landlord with respect to the Leased Premises as a result of work performed by Tenant at the Leased Premises, Tenant shall immediately cause such Notice of Commencement to be terminated and promptly provide to Landlord any title clearance documents that Landlord may request, and any failure to terminate as such or provide such documents shall be a material breach of this Lease.

Section 5.3 Landlord's Rights to Terminate Lease for Failure to Construct.

(a) In the event the Tenant does not Commence Construction (as defined in the Redevelopment Agreement) of the Museum Improvements (not including any site work or

horizontal improvements) by no later than December 21, 2025, or such other date as established pursuant to the Redevelopment Agreement, the Landlord shall have the remedies as set forth in the Redevelopment Agreement, which may include the right to terminate this Lease upon not less than thirty (30) days prior written notice to Tenant, with opportunity to cure as set forth in the Redevelopment Agreement.

(b) In the event that the Museum Improvements are not Substantially Completed (as defined in the Redevelopment Agreement) on or before the Outside Completion Date, as the same may be extended pursuant to the Redevelopment Agreement, the Landlord shall have the remedies as set forth in this Lease and/or the Redevelopment Agreement.

Section 5.4 Ownership of Leased Premises; Personal Property. Landlord shall at all times own all components of the Leased Premises, including, without limitation, the Property, the Museum Improvements and all other improvements (including fixtures but not including items of personal property, exhibits, movable fixtures or trade fixtures (collectively, the "Personal Property")) constructed or placed upon the Leased Premises. Tenant shall retain ownership of the Personal Property during the Term, provided that, immediately upon the expiration or earlier termination of the Lease, the Personal Property shall be immediately conveyed to Landlord without further action and at no cost to Landlord. Notwithstanding the foregoing, upon request from Landlord, Tenant agrees to deliver to Landlord a bill of sale conveying the Personal Property at no cost to Landlord. Tenant covenants and agrees, at the expiration or earlier termination of this Lease, whether by limitation, forfeiture or otherwise, to quit, surrender and deliver to the Landlord possession of the Leased Premises with the Museum Improvements and Personal Property thereon, free from any payment therefor and free and clear of any liens or encumbrances arising through Tenant or any subtenant, in first class condition and repair, ordinary wear and tear and damage by casualty excepted.

Section 5.5 Permits and Licenses. Tenant, at its own cost and expense, shall apply for and prosecute with reasonable diligence, all necessary permits and licenses required for any construction by Tenant. Landlord, without cost or expense to itself, and without incurring any liability or waiving any rights, shall cooperate with Tenant in securing building and other permits and authorizations necessary from time to time for any construction, alteration(s) or other work permitted to be done by Tenant under this Lease, but such cooperation by Landlord shall not include any Downtown Development Review Board ("DDRB") approvals and shall not be construed as consent to the filing of a construction lien or a notice of intention to file a construction lien or any claim relating thereto.

Section 5.6 Alterations.

(a) After Substantial Completion of the Museum Improvements, Tenant may not make any alterations or improvements in and to the Leased Premises (hereinafter collectively referred to as "Alterations"), without Landlord's prior written consent; provided that, Tenant may make nonstructural Alterations to the interior of the Museum without Landlord's consent if (i) such Alterations are necessary and appropriate, in Tenant's reasonable and good faith determination, for utilization in connection with the Permitted Use, (ii) such Alterations shall not cause the demolition, dismantling, razing, destroying or wrecking of any portion of the Museum Improvements; (iii) such Alterations shall not limit or restrict public access from the Museum to

the Joint-Use Park Parcel or the Riverwalk Parcel (as such terms are defined in the Redevelopment Agreement); (iv) such Alterations shall not limit or restrict public access from the Museum to Bay Street; (v) such Alterations shall not limit or restrict public access to such portions of the Museum Improvements originally designed for public access; (vi) such Alterations do not adversely affect any structural portion of the Leased Premises or the heating, ventilating and air-conditioning systems and equipment, elevator, life-safety, sprinkler and fire suppression systems, plumbing and sewer, electrical, mechanical and all other systems serving the Leased Premises (including the restrooms and mechanical rooms) (the "Systems"), (vii) such Alterations do not reduce the exhibit and gallery space to less than 50,000 square feet; and (viii) Tenant complies with the terms and conditions of this Lease, including without limitation Article IX. Tenant may also make Alterations to the exhibition space and gallery space as necessary to accommodate exhibitions without Landlord consent, provided that such alterations shall comply with the requirements set forth in (i) – (vii) above, and provided such alterations do not reduce the minimum required exhibition space as set forth in Section 10.5.

(b) Before proceeding with any Alterations, Tenant shall (i) at Tenant's expense, obtain all necessary governmental permits and certificates for the commencement and prosecution of Alterations; (ii) if Landlord's consent is required for such Alteration, submit to Landlord, for its written approval, working drawings, plans and specifications and all permits for the work to be done and Tenant shall not proceed with such Alterations until it has received Landlord's approval; (iii) cause those contractors, materialmen and suppliers engaged to perform the Alterations to maintain policies of insurance as required in Section 9.4; (iv) cause the Alterations to be performed in compliance with (a) all applicable permits, Laws and requirements of public authorities and (b) any private restrictions encumbering the Leased Premises, as evidenced by a document recorded against the Leased Premises (as well as any other real property); and (v) cause the Alterations to be diligently performed in a good and workmanlike manner, using materials and equipment at least equal in quality and class to the Museum Improvements. Upon the completion of any Alterations, Tenant shall provide Landlord with "as built" plans thereof; copies of all construction contracts, governmental permits and certificates; and proof of payment for all labor and materials, including, without limitation, copies of paid invoices and final lien waivers.

(c) All Alterations shall be performed only by contractors and subcontractors approved in writing by Landlord. Tenant shall cause all contractors and subcontractors to procure and maintain insurance coverage naming Landlord, and Landlord's property management company as "additional insureds" against such risks, in such amounts, and with such companies as Landlord may reasonably require. Tenant shall provide Landlord with the identities, mailing addresses and telephone numbers of all persons performing work or supplying materials prior to beginning such construction and Landlord may post on and about the Leased Premises notices of non-responsibility pursuant to applicable Laws. All such work shall be performed in accordance with all Laws and in a good and workmanlike manner so as not to damage any portion of the Leased Premises (including the Systems). All such work which may affect the Systems or any structural component of the Leased Premises must be approved by the Landlord's engineer, at Tenant's expense and, at Landlord's election, must be performed by Landlord's usual contractor for such work. All Alterations affecting any portion of the roof of the Leased Premises must be performed by Landlord's roofing contractor and no such work will be permitted if it would void

or reduce the warranty on the roof. No penetrations of the roof may be made without Landlord's prior written consent which may be withheld in Landlord's sole discretion.

Section 5.7 Environmental Issues.

(a) "Environmental Requirements" shall mean all Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to Hazardous Materials (defined below) or wastes, air emissions and discharges to waste or public systems. The term Environmental Requirements shall also include the BSRA Requirements (as hereinafter defined).

(b) "Hazardous Materials" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; (viii) any additional substances, chemicals, vegetation, or materials which are now or hereafter classified, regulated or considered to be hazardous or toxic under the common law or exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, local, or other governmental authority; and/or (xi) any substance, the presence of which on the Leased Premises, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Leased Premises or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Leased Premises or adjacent property; or (C) which, if it emanated or migrated from the Leased Premises, could constitute a trespass.

(c) Tenant shall not cause or permit any Hazardous Materials to be brought upon, stored, cultivated, treated, deposited, transported, disposed, used, generated, or released on or about the Leased Premises, provided, the foregoing shall not prohibit Tenant from using the following on the Leased Premises in compliance with all Environmental Requirements: (A) gasoline and diesel fuel for the use of portable equipment used in maintaining the Leased Premises (such as blowers, mowers and the like), so long as such use does not require a permit from any governmental authority, (B) standby generators installed on the Leased Premises in accordance with **Exhibit F** attached hereto and which is incorporated herein by reference, and (C) any other equipment approved in writing by Landlord. The previous provision to the contrary notwithstanding, Landlord agrees that the use of household cleaners and other chemicals in standard retail containers as are commonly and lawfully sold by supermarkets, discount stores, and/or drugstores shall be permitted. Additionally, Landlord agrees that Tenant or its subtenants may use such household cleaners and chemicals to maintain the Leased Premises, provided that in doing so, Tenant complies with all applicable Environmental Requirements. At all times during the Construction Period and the Term, Tenant shall comply, and shall cause each Tenant Party to

comply, in all material respects with all Environmental Requirements. Tenant shall take no action nor permit any Tenant Party to take any action in violation of any Environmental Requirements.

(d) Tenant covenants to remove from the Leased Premises, at its sole cost and expense, any and all Hazardous Materials which are brought upon, stored, cultivated, treated, deposited, transported, disposed, used, generated, or released into the environment or disposed of on, in, or under the Leased Premises during the Construction Period or Term and to restore such portions of the Leased Premises to substantially the same condition it was in on the Effective Date, normal wear and tear excepted (including, without limitation, to the extent required hereunder restoring asphalt or concrete surfaces, cleaning such surfaces, removing and replacing any stained or contaminated soil, asphalt or concrete surfaces).

(e) To the fullest extent permitted by law, Tenant hereby agrees to indemnify, defend and hold harmless Landlord, the City and their respective agents, directors, officers, officials, members, employees, agents and representatives from and against any and all liabilities, claims, suits, actions, or causes of action, assessments, losses, taxes, fines, penalties, costs, expenses (including reasonable attorneys' fees) and damages sustained or incurred by such indemnified party ("Losses") arising out of or resulting from the presence or Release of Hazardous Materials on, in, or under the Leased Premises that have been introduced to the Leased Premises or exacerbated during the Term. This indemnification includes, without limitation, any and all costs incurred in connection with any investigation of site conditions or any clean up, remedial, removal, restoration or monitoring work required by any Laws or Environmental Requirements. This indemnity is in addition to the indemnities set forth in the Redevelopment Agreement.

(f) Notwithstanding anything to the contrary in this Lease: (i) Tenant shall not install, and shall not cause or permit to be installed, any underground storage tanks or any other subsurface structures at, on or under the Leased Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion; (ii) Tenant shall not undertake and shall not cause or permit to be undertaken, any activity at, on, or under the Leased Premises that could reasonably be expected to discover or exacerbate the presence or release of any Hazardous Materials that existed at, on, or under the Leased Premises as of the Effective Date; and (iii) Tenant shall not undertake and shall not cause or permit any other person to undertake, any invasive sampling of any environmental media, including any soil, groundwater, surface water or sediment, without the prior written consent of Landlord; provided, the foregoing shall not be deemed to prohibit sampling and testing to the extent required for compliance with the BSRA (as defined below).

(g) Tenant shall immediately notify Landlord of any violation of this Section 5.7 or of any Environmental Requirement which Tenant becomes aware of during the Term.

(h) Landlord and Tenant acknowledge that the Leased Premises is a "brownfield site" and is subject to a Brownfield Site Rehabilitation Agreement, Site ID #BF160001002, which references Florida Department of Environmental Protection ("FDEP") Consent Order (OGC Case 96-2444) ("Consent Order"), between the FDEP and the City (the "BSRA"), together with various requirements included in or imposed by FDEP's or other agency's approval of plans, reports, petitions, institutional controls, and engineering controls pursuant to the BSRA or other environmental laws, as such requirements now exist or may be added or amended

in the future. The parties acknowledge that under the BSRA, the BSRA Declaration (as hereinafter defined), and other applicable Environmental Laws and requirements, the Leased Premises is subject to various requirements including approval of plans, reports, institutional controls, and engineering controls, which requirements may be subject to change by the appropriate regulatory agencies ("BSRA Requirements"). In connection with the BSRA and BSRA Requirements, the following documents, if any, were recorded in the public records of Duval County, Florida and encumber the Leased Premises: _____ (to be confirmed by title commitment, if left blank none) (collectively, the "BSRA Declaration").

(i) Tenant, on behalf of itself and its heirs, successors and assigns hereby waives, releases, acquits and forever discharges City and Landlord, and their respective members, officials, officers, directors, employees, agents, attorneys, representatives, and any other persons acting on behalf of City or Landlord and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Tenant or any of its heirs, successors or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present, or future physical characteristic or condition of the Leased Premises including, without limitation, any Hazardous Materials in, at, on, under or related to the Leased Premises, or any violation or potential violation of any Environmental Requirement applicable thereto. This release shall survive the expiration or earlier termination of this Lease.

(j) This Section 5.7 shall survive the expiration or earlier termination of this Lease.

ARTICLE 6
LEASEHOLD MORTGAGES

Section 6.1 Leasehold Mortgages. Tenant shall not have any right, at any time, to mortgage, pledge, encumber and/or collaterally assign this Lease or the leasehold estate created by this Lease or any sublease, whether to any bank, institutional lender or other third party, without the prior written consent of Landlord which may be withheld in Landlord's sole and absolute discretion.

ARTICLE 7
MAINTENANCE AND REPAIR

Section 7.1 Maintenance and Repairs. Tenant at its sole expense, shall, keep, maintain, repair and replace all exterior and interior portions of the Leased Premises and all components thereof and thereon, including without limitation the Museum Improvements, all Systems and all furnishings, equipment, fixtures and machinery situated therein, all doors, door frames, windows, window frames, plate glass, structural components, footings, foundations, roof system, membrane and components, interior and exterior walls, wall coverings, elevators, elevator shafts, floors, subfloors, floor coverings, and ceilings, and the landscaping, signage, pavement, parking facilities, sidewalks, curbs and driveways, as necessary to keep all of the foregoing in a manner, condition and repair consistent with an iconic venue designed to draw visitors from around the Southeast region of the United States. Further, the Tenant shall repair, replace and renovate all exterior and

interior portions of the Leased Premises and all components thereof as often as necessary to keep all portions of the Leased Premises in first class repair and condition and in compliance with all Laws. Without limiting the foregoing, all landscaping on the Leased Premises shall comply with the standards of the City of Jacksonville established from time to time, including without limitation the Downtown Design Guidelines implemented by the Downtown Development Review Board and DDRB approved plans for the Leased Premises. Tenant, at its sole expense, shall keep all of the Leased Premises in a clean, sanitary, safe order and free of accumulations of dirt, rubbish and debris. In connection herewith, Tenant, at its sole expense, may employ operating services sufficient to perform its duties and obligations as herein set forth herein. Tenant shall promptly, at Tenant's own expense, make, or cause to be made, all necessary repairs, renewals and replacements, interior and exterior, structural and non-structural, of the Leased Premises and Systems. For clarity, Landlord shall have no obligation to make any repairs or improvements of any kind and no obligation to expend any monies for the maintenance of the Leased Premises, the Systems or any portion thereof; provided, Landlord shall be obliged to repair any damage caused by the negligence or willful misconduct of Landlord at its expense.

Section 7.2 Waste. Tenant covenants not to do or suffer to be done, any waste, damage or injury to the Leased Premises, Systems, or any improvements, machinery, fixtures or equipment of Tenant situated thereon.

ARTICLE 8
CASUALTY INSURANCE; DAMAGE OR DESTRUCTION

Section 8.1 Covenant to Insure. Tenant covenants that it will, during the Term of this Lease, keep or cause to be kept, the Museum Improvements now or hereafter erected on the Leased Premises insured, such insurance to be in an insurance company or companies with an A.M. Best rating of at least A- / IX and licensed to do business in the State of Florida, including maintaining the following insurance coverages:

(a) Builder's risk insurance, during the course of all construction;

(b) All Risk fire and extended coverage insurance;

(c) All property insurance policies insuring the Museum Improvements shall include the Landlord as an insured, shall be written on all risk basis, shall be in an amount equal to the replacement cost of the Museum Improvements, shall not be subject to any coinsurance provisions, and shall include coverage for the perils of windstorm and hail. The maximum deductible for windstorm and hail losses shall be 5% of the replacement cost of the improvements. The maximum deductible for other than windstorm and hail losses shall be $25,000 per occurrence.;

(d) Any other insurance required for compliance with any and all applicable statutes, laws, ordinances, codes, rules and regulations of any and all governmental and/or quasi-governmental agencies and bodies related to the Tenant's use and occupancy of the Leased Premises.

Section 8.2 Policies of Insurance. All property insurance policies carried or caused to be carried by Tenant shall be for the benefit of Tenant and Landlord, City of Jacksonville and their

respective members, officials, officers, employees and agents, as their respective interests may appear (each of whom, to the extent available, to be named as an additional insured thereunder). Tenant, after notification to Landlord, shall have the right to make all adjustments of loss and execute all proofs of loss with Tenant's insurance company. The proceeds of all such insurance in case of loss(es) shall be payable to Landlord and Tenant, to be held in trust by a mutually acceptable trustee, who shall disburse the proceeds to Tenant upon satisfactory completion of all restoration and/or repairs or upon satisfactory completion of demolition and removal of all improvements and debris, should Landlord determine not to require Tenant to restore and/or repair, provided that in the case of restoration and repair, disbursements may be made on a "partial draw" basis in accordance with procedures customarily utilized by construction lenders in Duval County, Florida.

Section 8.3 Other Insurance. Tenant may maintain for its own account any additional insurance and the proceeds thereof shall belong solely to Tenant. Landlord shall not carry or permit to be carried any additional or other casualty insurance which would cause the coinsurance provisions of any of Tenant's casualty insurance policies to be initiated.

Section 8.4 Fire or Other Casualty.

(a) If any building or other improvements now or hereafter situated on the Leased Premises (including movable trade fixtures, furniture and furnishings) should at any time during the Term of this Lease be damaged or destroyed, the Tenant shall diligently restore and rebuild the same as nearly as possible to the condition they were in immediately prior to such damage or destruction. The previous provisions to the contrary notwithstanding, in the event that the Leased Premises are damaged by fire or other casualty and the cost of repair or restoration exceeds fifty percent (50%) of the replacement value of the Leased Premises, Tenant may elect to terminate this Lease within ninety (90) days of such casualty. If Tenant elects to terminate, the Landlord may direct the Tenant restore the Property to its original condition, in which case Tenant shall cause the remaining Museum Improvements to be razed and Tenant shall infill any holes or areas of the Leased Premises, including compaction, such that the Leased Premises is on grade with the abutting public rights of way. In the event of termination of this Lease, the Landlord shall be entitled to any insurance proceeds for the Museum Improvements up to the amount of any grants or other funds provided by Landlord for the construction of the Museum Improvements, and Tenant shall be entitled to retain the remainder of such insurance proceeds.

(b) Except as otherwise herein provided, in the event of any damage by casualty as aforesaid, the terms of this Lease shall be otherwise unaffected and Tenant shall remain and continue liable for the payment of Rent and other charges hereunder as though no casualty had occurred.

(c) Landlord shall, at Tenant's cost and expense and without any waiver of rights, reasonably cooperate with Tenant to obtain the largest possible recovery on all applicable policies of fire and extended coverage insurance, and all such policies shall provide that proceeds be paid to Landlord and Tenant in trust, as provided above.

Section 8.5 Restoration. In the event of a casualty, the Tenant shall immediately take the necessary steps to secure the Leased Premises and remove any safety hazards on the Leased

Premises as a result of such casualty. Thereafter, in the event the Tenant does not commence the repair and restoration work within ninety (90) days after the date that any portion of the insurance proceeds become available for the purpose of restoring the Leased Premises, but in any event within one hundred fifty (150) days after the date of such damage or destruction, or complete the repair and restoration work within two (2) years after the date of such damage or destruction, Landlord shall have the right, at its option, to: (i) terminate this Lease and either repair and restore or demolish the Leased Premises, at the discretion of the Landlord and the sole cost of Tenant to the extent not otherwise covered by insurance proceeds, which insurance proceeds shall be paid to the Landlord immediately and any such excess costs Tenant shall pay to Landlord during the course of such repairs or restoration or demolition within ten (10) days of receipt of a properly documented invoice from Landlord; or (ii) seek to obtain specific performance of Tenant's repair and restoration obligations. All such repair and restoration work performed by Tenant shall be done in accordance with the terms and provisions of this Lease and the Redevelopment Agreement.

ARTICLE 9
LIABILITY INSURANCE

Section 9.1 Covenant to Insure. Tenant covenants and agrees, at its sole cost and expense, throughout the Term of this Lease, to obtain, keep and maintain in full force and effect for the mutual benefit of Tenant and Landlord, City of Jacksonville and their respective members, officials, officers, employees and agents, (each of whom is to be named as an additional insured thereunder), such insurance to be in a good and solvent insurance company or companies with an A.M. Best Rating of A- / IX or better and licensed to do business in the state in the State of Florida, against claims for damage to persons or property (including fixtures and personal property) arising out of the use and occupancy of the Leased Premises or any part or parts thereof in limits of not less than Five Million Dollars ($5,000,000.00), in respect to bodily injury or death, and property damage in all instances in limits of not less than Two Million Dollars ($2,000,000.00). Such public liability policy or policies may provide for a deductible not in excess of Twenty Five Thousand Dollars ($25,000.00) irrespective of the number of persons, parties or entities involved. A certificate or binder of such insurance shall be furnished to Landlord at the commencement of the Term of this Lease and at any change of insurer or insurers thereafter. Each renewal certificate of such policy shall be furnished to Landlord at least thirty (30) days prior to the expiration of the policy it renews. Each such policy of insurance shall contain an agreement by the insurer that such policy shall not be canceled without thirty (30) days' prior written notice to Landlord. If alcoholic beverages are sold or served by Tenant or any subtenant for on or off-premises consumption, liquor liability and so-called "dram shop" insurance written on an "occurrence" basis, rather than a "claims-made" basis, with combined single limits of not less than $2,000,000.00 per occurrence shall be procured and maintained by Tenant.

Section 9.2 Additional Insurance Provisions

(A) Certificates of Insurance. Tenant shall deliver the Landlord Certificates of Insurance that shows the corresponding City Contract or Bid Number in the Description, Additional Insureds, Waivers of Subrogation and Primary & Non-Contributory statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

(B) Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the Landlord, the City of Jacksonville and their respective members, officials, officers, employees and agents members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be on a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability CA2048.

(C) Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Landlord, the City of Jacksonville and their respective members, officials, officers employees and agents.

(D) Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

(E) Tenant's Insurance Primary. The insurance provided by the Tenant shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the Landlord, the City of Jacksonville or their respective members, officials, officers, employees and agents.

(F) Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Lease shall remain the sole and exclusive responsibility of the Tenant. Under no circumstances will the Landlord, the City of Jacksonville or their respective members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Lease.

(G) Tenant's Insurance Additional Remedy. Compliance with the insurance requirements of this Lease shall not limit the liability of the Tenant or its Sub-Tenants, contractors, employees or agents to the City or others. Any remedy provided to Landlord, the City of Jacksonville or their respective members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Lease or otherwise.

(H) Waiver/Estoppel. Neither approval by Landlord or the City of Jacksonville nor failure to disapprove the insurance furnished by applicant shall relieve applicant of applicant's full responsibility to provide insurance as required under this Lease.

(I) Notice. The Tenant shall provide an endorsement issued by the insurer to provide the Landlord thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the applicant, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

(J) Survival. Anything to the contrary notwithstanding, the liabilities of the Tenant under this Lease shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

(K) Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the Landlord and the City of Jacksonville may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the Landlord, the City of Jacksonville and their respective members, officers, directors, employees, representatives, and agents also be named as an additional insured.

(L) Special Provision: Prior to executing this Lease, Tenant shall present this Lease and insurance requirements attachments to its Insurance Agent Affirming: 1) That the Agent has Personally reviewed the insurance requirements of the Contract Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of the Tenant.

Section 9.3 Failure to Insure. In the event Tenant fails to cause the aforesaid insurance policies to be written and to pay the premiums for the same and deliver all such certificates of insurance or duplicate originals thereof to Landlord within the time provided for herein, Landlord shall nevertheless have the right, without being obligated to do so, to obtain such insurance and pay the premiums therefor, and all such premiums paid by Landlord shall be promptly repaid to Landlord by Tenant as Additional Rent, together with interest at a rate of interest equal to the lower of (i) eighteen percent (18%) per annum, or (ii) the highest rate allowed by law, until paid.

Section 9.4 Tenant's Contractor's Insurance. Tenant shall require any contractor of Tenant performing work on the Leased Premises to take out and keep in force, at no expense to Landlord, and listing Landlord, the City of Jacksonville, and their respective members, officers, directors, employees, representatives, and agents as an additional insured, the following insurance coverages with the minimum limits:

(a) commercial general liability insurance, written on an occurrence basis and including contractual liability coverage to cover occurrences arising out of the operations, products or services of the contractor - Bodily Injury and Property Damage ($2,000,000 per occurrence; $5,000,000 general aggregate); Personal Injury and Advertising Injury ($2,000,000 per occurrence); Products/Completed Operations ($5,000,000 annual aggregate); Damage to Premises Rented to Insured ($2,000,000 any one premises); Fire Damage ($50,000 per occurrence); Medical Expenses ($5,000 per occurrence). The policy shall be endorsed to name the City of Jacksonville, Landlord and their respective members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be on a form no more restrictive than CG2010; and

(b) worker's compensation in form and amounts required by law – minimums as required by the then existing Florida State Statutes and employers liability or similar insurance – $ 100,000 Each Accident; $ 500,000 Disease Policy Limit; $ 100,000 Each Employee/Disease; and

(c) automobile liability insurance. - Bodily Injury and Property Damage ($2,000,000 combined single limit); Hired and Non-Owned Automobiles ($2,000,000 per accident).

ARTICLE 10
COMPLIANCE WITH LAWS; USE

Section 10.1 Compliance with Redevelopment Agreement. Tenant covenants and agrees that, from and after the Effective Date of this Lease, Tenant shall promptly comply with all terms and conditions set forth in the Redevelopment Agreement, the terms of which are incorporated herein by reference.

Section 10.2 Compliance with Laws. Tenant covenants and agrees that, from and after the Effective Date of this Lease, Tenant shall promptly comply with all permits, laws, statutes, codes, rules, regulations, requirements, ordinances, orders, judgments, decrees, writs, injunctions, franchises or licenses of any governmental, quasi-governmental and/or regulatory federal, state, county and municipal governments or any of their departments, bureaus, boards, commissions and officials thereof with jurisdiction over the condition of any portion of the Leased Premises, and/or the use and occupancy thereof, including, all generally applicable, relevant, or appropriate Florida Statutes, City of Jacksonville Ordinances, any regulation and rules found in Florida Administrative Code; whether now existing or in the future enacted, promulgated, adopted, entered, or issued, whether by any national, state, county, city or other local entity, including the Americans With Disabilities Act of 1990, any state laws governing handicapped access or architectural barriers, and all rules, regulations, and guidelines promulgated under such laws, as amended from time to time, and all interpretations of each of the foregoing, both within and outside present contemplation of the parties hereto, and all restrictive covenants affecting the Leased Premises, (collectively, the "Laws").

Section 10.3 Reserved.

Section 10.4 Use of Leased Premises. The Leased Premises shall only be used for the operation of the Museum, which shall at all times during the Term be principally focused on science, technology, engineering, and mathematics and in addition thereto may have components focused on history and/or children, and related ancillary uses including gift shops, food services, hosting social events and facility rentals (the "Permitted Use") all subject to the terms of this Lease (including, without limitation, Article 11), the Redevelopment Agreement and all applicable Laws. Any change in the use of the Leased Premises shall be subject to the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Notwithstanding the foregoing, the Permitted Use shall expressly exclude, and the Tenant covenants not to permit, any surface parking of any buses or other similar vehicles on the Leased Premises except for buses temporarily standing on the Leased Premises in the area designated for bus queuing for the boarding and discharge of passengers visiting the Museum.

Section 10.5 Operating Covenant. Tenant understands and agrees that the operation of the Museum and the Tenant's programming of outdoor activities and events on the Leased Premises and in the Museum that are accessible directly from the Riverwalk Parcel (as defined in the Redevelopment Agreement) are material inducements to Landlord's agreement to lease the Leased Premises to Tenant pursuant to the terms and conditions of this Lease. As such, Tenant covenants to operate the Museum and program activities and events both outdoors and in the Museum that are accessible directly from the Riverwalk Parcel for public and private events, in a manner that consistently activates and brings energy and connectivity to the riverfront. Further,

Tenant covenants and agrees that at all times during the Term (i) the Museum shall contain no less than 50,000 square feet of operating exhibits and gallery space, which shall be in addition to all classrooms, gift shops, cafes, event space and other facilities, provided that, during the first twelve (12) months of the Term and during any temporary transition periods reasonably required to remove old exhibits and install new exhibits, such required minimum may be reduced to 40,000 square feet of operating exhibits and gallery space, and (ii) the Museum shall be open to the public at least five (5) hours per day on at least two hundred ninety-five (295) days per calendar year. Notwithstanding the foregoing and for avoidance of doubt, Tenant shall be permitted to charge general admission fees to the Museum; rental fees for third-party events; program charges and/or tuition for workshop, classroom and educational units provided by the Museum; and admission fees for school sponsored visits.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

Section 11.1 Right to Sublet. Tenant shall not have the right, without the Landlord's prior written consent, which may be withheld at Landlord's sole discretion, to sublet all or any portion or portions of the Leased Premises; provided that, subject to the terms and conditions of Section 10.5 above, Tenant may, without Landlord's consent but after thirty (30) days prior written notice to Landlord, (1) sublet a portion of the Leased Premises consisting of not more than 3,000 square feet (of an enclosed building with a minimum of 75,000 square feet) to the Duval County School Board ("DCSB") for educational purposes (provided that in the event the enclosed building is greater than 75,000 square feet, the square feet of the space sublet to DCSB may increase on a pro rata basis), (2) enter into temporary license agreements with third-parties for short term events not to exceed forty-eight hours and provided the Museum remains open to the public, and (3) sublet a portion of the Leased Premises through operational subleases to third-party providers of food service, parking services and gift shop operations. Any such sublease and license shall be expressly subject and subordinate to the terms and conditions of this Lease and such sublease or license does not alter, change or otherwise adversely affect any of Landlord's rights and privileges granted hereunder or extend beyond the Term of this Lease. Unless otherwise specifically agreed by Landlord in writing, no subletting shall relieve Tenant of any liability or obligation hereunder. Each subtenant or licensee of Tenant shall be deemed, automatically upon and as a condition of its occupying or using the Premises or any part thereof, to have agreed to be bound by the terms and conditions set forth in this Section 11.1. The provisions of this Section 11.1 shall be self-operative, and no further instrument shall be required to give effect to this provision.

Section 11.2 No Right to Assign. Tenant shall not have the right to assign this Lease without the prior written consent of the Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

Section 11.3 Assignment of an Interest in Tenant. For purposes of this Lease, the sale, transfer, conveyance, or assignment of all or a portion of the entity constituting Tenant shall be deemed an assignment of this Lease for the purposes of Section 11.2 hereof.

Section 11.4 Naming and Signage Rights. Tenant may enter into agreements granting naming or other signage rights with respect to the Museum Improvements or portions thereof (each a "Signage Agreement"); provided that, with respect to any signage visible from the exterior of

the Museum, the name of each Signage Agreement shall be subject to Landlord's prior written approval and shall be expressly subject to the terms and conditions of this Lease. No Signage Agreement shall alter, change or otherwise adversely affect any of Landlord's rights and privileges granted hereunder or extend beyond lesser of the Term of this Lease and the useful life of the related improvements, and all naming and signage rights thereunder shall expire immediately upon the expiration or earlier termination of the Term.

ARTICLE 12
INDEMNITY

Tenant covenants and agrees, and shall cause any subtenant of Tenant to agree, that Landlord shall not be liable for any injuries or damages to persons or property from any cause whatsoever by reason of the use, occupation, control or enjoyment of the Leased Premises by Tenant or such subtenant, or its agents or employees or any person entering thereon for any reason, or invited, suffered or permitted by Tenant or such subtenant to go or be thereon, or holding under Tenant or such subtenant at any time during the term of this Lease, including, without limitation, any subtenant or assignee. Tenant will indemnify and hold Landlord harmless from and against any and all damages, liabilities, claims or expenses, including reasonable attorney's fees, whatsoever on account of such injuries or damages caused by Tenant, any subtenant, or the use of the Leased Premises. Tenant and any such subtenant will, jointly and severally, indemnify and hold Landlord harmless from and against any and all damages, liabilities, claims or expenses, including reasonable attorney's fees, whatsoever on account of such injuries or damages caused by a subtenant or caused by subtenant's breach of this Lease. The injuries and damages referred to herein shall include, without limiting the generality of the preceding provisions, injuries, damages and construction liens arising directly or indirectly out of any demolition, disposal of debris, repairs, restoration, reconstruction, changes, alterations and construction which Tenant or any subtenant may make or cause to be made upon the Leased Premises or any portion thereof. Tenant, at Tenant's expense, agrees to employ legal counsel chosen by Landlord to defend any action against Landlord for which any claim shall be made for injuries or damages commenced against Landlord by reason of the foregoing. Nothing contained in this Lease shall be construed as a waiver, expansion, or alteration of the Landlord's sovereign immunity beyond the limitations stated in Section 768.28, Florida Statutes. The scope and terms of the indemnity obligations described in this Lease are separate and apart from, and shall not be limited by, any insurance provided pursuant to this Lease or otherwise. This Article 12 shall survive the termination or expiration of this Lease.

ARTICLE 13
UTILITY EASEMENTS

Tenant shall be responsible, at Tenant's sole expense, for negotiating, subject to Landlord's approval, not to be unreasonably withheld, (i) any easements on the Leased Premises as the Tenant may deem reasonably necessary to install, provide and maintain all utilities to and serving only the Leased Premises, including easements to utility companies and/or the municipal authorities having jurisdiction thereof, and (ii) any necessary modifications of existing utility easements as Tenant may reasonably request so as to remove, terminate or relocate certain easements from their present locations to the perimeter or boundaries of the Leased Premises in order to avoid or reduce interference with the erection of the Museum Improvements and the continued use thereof.

Landlord shall, promptly upon request, execute in recordable form such instruments granting such easements or modifications to existing easements as may be requested by Tenant, as prepared and obtained by Tenant, in all cases in forms satisfactory to Landlord, in Landlord's sole and absolute discretion. The foregoing shall not be construed as abrogating any of the Landlord's, City's or Tenants obligations set forth in the Redevelopment Agreement.

Tenant shall pay before delinquency all charges for gas, water, electricity, light, heat or power, telephone or other communication service, sewer, trash removal, cable and all other services or utilities used in, upon or about the Leased Premises by Tenant or any of its contractors, subcontractors, employees, subtenants, licensees, invitees, subtenant or assignees. Tenant shall also obtain, or cause to be obtained, without cost to Landlord, any and all necessary permits, licenses or other authorizations required for the lawful and proper installation and maintenance upon the Leased Premises of wires, pipes, conduits, tubes and other equipment, appliances and infrastructure for use in supplying any service to and upon the Leased Premises. In furtherance of the foregoing and for the avoidance of doubt, it is the intent of this Lease that Tenant arrange for and pay directly to the applicable providers the foregoing costs, and that this Lease therefore be considered to be absolute net of such costs.

ARTICLE 14
DEFAULT

Section 14.1 Events of Default By Tenant. Each of the following shall be deemed an "Event of Default" under this Lease:

(a) If the Tenant shall default in payment of Rent or in the payment of other charges as such shall become due on the date(s) provided for in this Lease, and if such default shall continue for a period of ten (10) days after receipt by Tenant of written notice of said nonpayment; or

(b) If Tenant shall default or fail in the performance of a covenant or agreement on its part to be performed in this Lease, and such default shall not have been cured for a period of ten (10) days after receipt by Tenant of written notice of said default from Landlord; provided that if such default or failure cannot, with due diligence, be cured within ten (10) days, Tenant shall have an additional period (not to exceed sixty (60) days) as may be necessary to cure the same provided that Tenant continuously proceeds with due diligence to complete such cure (it being intended that at any time Tenant is not continuously proceeding with due diligence to complete such cure it shall be an immediate Event of Default);

(c) If Tenant shall default under the Redevelopment Agreement; or

(d) If the Tenant shall be adjudged to be insolvent; or

(e) If a receiver or trustee shall be appointed for the aforesaid Tenant's property and affairs; or

(f) If the Tenant shall make an assignment for the benefit of creditors or shall file a voluntary petition under the state or federal bankruptcy laws or be adjudicated a bankrupt or shall make application for the appointment of a receiver; or

(g) If any petition shall be filed against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, receiver or liquidator of Tenant, unless the petition shall be dismissed within sixty (60) days after the filing, but in any event prior to the entry of a final order, judgment or decree approving such petition; or

(h) If any execution or attachment shall be issued against the Tenant or any of the Tenant's property, whereby the Leased Premises or any building or buildings or any improvements thereon, including without limitation the Museum Improvements, shall be taken or occupied or attempted to be taken or occupied by someone other than the Tenant, except as may be herein permitted and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded within sixty (60) days after the issuance of same.

Section 14.2 Remedies for Tenant Default. If an Event of Default shall occur hereunder, Landlord shall have all remedies available to it at law or in equity, and it shall and may be lawful for the Landlord, at its option, by summary proceedings or by any other appropriate legal action or proceedings, to terminate this Lease and to enter upon the Leased Premises or any part thereof and expel the Tenant or any person or persons occupying the Leased Premises and so to repossess and enjoy the Leased Premises. Subject to the provisions of this Lease, at any time or from time to time after any such termination or expiration of this Lease, Landlord may relet the Leased Premises or any part thereof in Landlord's own name, or otherwise, for such term or terms and with such options or extension or renewal (which may be greater or less than the periods which would otherwise have constituted the balance of the Term of this Lease) and on such conditions as Landlord, in its discretion, may determine and may collect and receive the rentals therefor. In the event of such reletting, all rentals received by Landlord shall be applied first to the payment of any commercially reasonable costs or expenses of reletting incurred by Landlord, second to the payment of rental due and unpaid to Landlord hereunder; and the residue, if any, shall be held by Landlord and applied to any rental thereafter due Landlord under this Lease. Any and all remedies set forth in this Lease shall be in addition to any and all other remedies Landlord may have at law or in equity, shall be cumulative, and may be pursued successively or concurrently as Landlord may elect. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Landlord hereunder, or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions, and covenants herein contained.

Section 14.3 In addition to Landlord's other remedies, if Tenant at any time fails to perform any of its obligations under this Lease in a manner reasonably satisfactory to Landlord, Landlord shall have the right, but not the obligation, upon giving Tenant at least ten (10) business days' prior written notice of its election to do so (in the event of an emergency, no prior notice shall be required), to perform such obligations on behalf of and for the account of Tenant and to take all such action necessary to perform such obligations without liability to Tenant for any loss or damage that may result to Tenant's business by reason of the same. In such event, Landlord's costs and expenses incurred therein shall be paid for by Tenant, forthwith upon demand therefor with interest thereon from the date Landlord performs such work at the interest rate established by

the State of Florida for judgments, as amended from time to time. The performance by Landlord of any such obligation shall not constitute a release or waiver of Tenant therefrom.

Section 14.4 Landlord Default. The following shall be deemed a "Landlord Default" under this Lease:

(a) If the Landlord shall default or fail in the performance of a material covenant or agreement on its part to be performed in this Lease, and such default shall not have been cured for a period of sixty (60) days after receipt by Landlord of written notice of said default from Tenant; or

(b) If the Landlord shall default or fail in the performance of a material covenant or agreement on its part to be performed in this Lease, and such default cannot, with due diligence, be cured within sixty (60) days, and Landlord shall not have commenced the remedying thereof within such period or shall not be proceeding with due diligence to remedy same (it being intended in connection with a default not susceptible of being cured by Landlord with due diligence within sixty (60) days, that the time within which to remedy same shall be extended for such period as may be necessary to complete same with due diligence).

Section 14.5 Remedies for Landlord Default. If a Landlord Default shall occur hereunder, Tenant shall have the following remedies:

(a) Judicial Proceeding. To bring suit for the collection of any amounts which may be due and payable by Landlord to Tenant hereunder for which Landlord may be in default, or to pursue judicial proceedings for specific performance by Landlord of its duties and obligations hereunder.

ARTICLE 15
FORCE MAJEURE

No party to this Agreement shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities service, lack of transportation, severe weather and other acts or failures beyond the control or without the control of any party that can be shown to directly affect such performance (collectively, a "Force Majeure Event"); provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay and shall be proximately caused by such Force Majeure Event, and in no event shall any of the foregoing excuse any financial liability of a party.

In the event of any delay or nonperformance resulting from such causes, the party affected shall notify the other in writing within seven (7) calendar days of the Force Majeure Event. Such written notice shall describe the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected, and shall describe the actions taken to minimize the impact thereof.

ARTICLE 16
ESTOPPEL CERTIFICATES

Either Landlord or Tenant, without charge, at any time and from time to time (but no more frequently than twice per year), upon twenty (20) days written request by the other, shall certify, by written instrument, duly executed and acknowledged, to the other party, any third party mortgagees selected, or any purchaser, or any proposed mortgagee or proposed purchaser, or any proposed subtenant of the Tenant, or any other independent, unrelated, third party person, firm or corporation specified by the other party:

(a) that this Lease is unmodified and in full force and effect, or, if there has been a modification, that the same is in full force and effect as modified, and stating the date and nature of such modification;

(b) the dates, if any, to which the Rent and other impositions and other charges hereunder have been paid in advance;

(c) to the certifying party's knowledge, whether either party is or is not in default in the performance of any covenant, condition or agreement on its part to be performed, and the nature of such default, if any; and

(d) to the certifying party's knowledge, whether any event has occurred which, with the passage of time, would constitute an event of default under this Lease.

In the event any party requests more than two (2) estoppel certificates in any single calendar year, the non-requesting party shall be permitted to charge One Thousand and No/100 Dollars ($1,000.00) for every such additional estoppel certificate requested during any calendar year. The foregoing estoppel certificate may be relied upon only by the designated recipient of such certification and not by either Landlord or Tenant against the certifying party unless the estoppel certificate is specifically addressed to the Landlord or Tenant.

ARTICLE 17
SIGNS

Tenant may, without cost or expense to Landlord, at any time and from time to time, place or permit to be placed signs and advertising matter in, on or about the Leased Premises and any buildings now or hereafter erected thereon, including the roof of any such buildings, and to remove them or permit them to be removed, provided same is done in full compliance with the Redevelopment Agreement, the Final Plans and Specifications, and all applicable permits and required approvals from DDRB and the City. Tenant covenants and agrees to indemnify, defend and hold Landlord harmless from any damages, liabilities, claims or expenses, including reasonable attorney fees, that may be sustained by anyone by reason thereof. All signage shall be in full compliance with all applicable Laws, including but not limited to the City of Jacksonville sign ordinance.

ARTICLE 18
LANDLORD CAPACITY

Tenant agrees and acknowledges that the terms and provisions of this Lease constitute the Landlord's agreement solely as the fee owner of the Leased Premises and shall not be construed as a limitation on Landlord acting in any other capacity, including, without limitation, its regulatory capacity.

ARTICLE 19
EASEMENT OVER ADJACENT CITY PARK AREAS

During the Term, Landlord shall grant Tenant a non-exclusive pedestrian easement over the City Park Parcel and Riverwalk Parcel to provide access for the benefit of Museum patrons and guests, inclusive of a restrictive covenant prohibiting development of vertical improvements on the Riverwalk Parcel greater than 6' in height, except for landscaping, hardscaping, cultural art pieces, lighting fixtures and signage, in form and substance as set forth on **Exhibit G** attached hereto.

ARTICLE 20
RESERVED

ARTICLE 21
PERSONAL PROPERTY TAXES

Following commencement of the Term, Tenant shall pay, before delinquency, all personal taxes which shall at any time be assessed against the Leased Premises or any part or component thereof or taxable interest therein, including, without limiting the generality of the foregoing, all leasehold improvements and personal property located upon the Leased Premises and/or within the building(s) located thereon. It is the belief and intent of Landlord and Tenant that neither the Leased Premises, nor any portion thereof, shall be the subject of any imposition, levy or payment of ad valorem real property tax. If any such tax is payable, it shall be the sole obligation of Tenant.

ARTICLE 22
HOLDOVER

If the Tenant shall hold over as a Tenant after the expiration of the Term, then such tenancy shall be deemed to be on a month-to-month basis upon the same terms and conditions as are contained herein except that Rent shall equal one hundred fifty percent (150%) of the Fair Market Rent of the Leased Premises. "Fair Market Rent" shall mean the market rent for the Leased Premises with all improvements located thereon, based on a new tenancy (for a term comparable to the Extension Term) for commercial space of comparable size and quality to the Leased Premises in downtown Jacksonville, taking into account the condition of the Leased Premises and improvements in their then "as is" condition.

ARTICLE 23
PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which this Lease is held invalid or unenforceable, shall not be affected

thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 24
NOTICES

Whenever under the terms of this Lease a notice is required, the same shall be accomplished in writing, by hand delivery (by local courier or otherwise), registered or certified mail, return receipt requested, postage prepaid, or by Federal Express, United Parcel Service or other reputable overnight courier, prepaid, addressed as follows:

To Landlord:	Downtown Investment Authority 117 W. Duval Street, Suite 300 Jacksonville, Florida 32202 Attn: Chief Executive Officer
	City of Jacksonville Real Estate Division 214 N. Hogan Street, 10th Flr. Jacksonville, Florida 32202
With a copy to:	City of Jacksonville Office of General Counsel 117 W. Duval Street, Suite 480 Jacksonville, Florida 32202 Attn: Corporation Secretary
To Tenant:	Museum of Science and History of Jacksonville, Inc. 1025 Museum Circle Jacksonville, FL 32207 Attention: Bruce Fafard, CEO Email: BFafard@the mosh.org
With a copy to:	_____ _____ _____ Email: _____

or to such other address or addresses in the continental United States of America as any of the parties above mentioned shall designate by notice given in like manner.

ARTICLE 25
CAPTIONS

The captions of the Articles of this Lease are solely for convenience and shall not be deemed a part of this instrument for the purpose of construing the meaning thereof, or for any other purpose.

ARTICLE 26
SURRENDER

No act by Landlord shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept a surrender of the Leased Premises shall be valid unless it is in writing and signed by Landlord. Upon the expiration or earlier termination of this Lease, Tenant shall promptly quit and surrender the Leased Premises.

ARTICLE 27
QUIET ENJOYMENT

Landlord agrees, covenants and warrants that as long as Tenant performs the agreements, terms, covenants and conditions of this Lease within the applicable grace and cure periods, as the same may be extended for any unavoidable delays, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises for the entire Term hereby granted without disturbance by Landlord or by persons claiming by, through or under Landlord.

ARTICLE 28
NO WAIVER

No waiver of any consent or condition contained in this Lease or of any breach of any such covenant or condition shall constitute a waiver of any subsequent breach of such covenant or condition by either party, or justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof of either party.

ARTICLE 29
INTERPRETATION AND FORUM

This Lease shall be construed in accordance with the laws of the State of Florida without regard to rules regarding conflicts and choice of laws. Whenever the contents of any provision shall require it, the singular number shall be held to include the plural number and vice versa. The neuter gender includes the masculine and the feminine. If either party institutes legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be Duval County, Florida or if in the United States District Court, then the Middle District of Florida.

ARTICLE 30
ATTORNEY'S FEES

In the event of any litigation between Landlord and Tenant with respect to any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use or occupancy of the Leased Premises, each party shall be responsible for its own attorneys' fees and costs and paralegals' fees and costs, whether incurred out of court, at trial, on appeal or in any arbitration, bankruptcy or administrative proceeding.

ARTICLE 31
WAIVER OF JURY TRIAL

LANDLORD AND TENANT SHALL AND DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, INCLUDING, BUT NOT LIMITED TO MATTERS RELATING TO THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES OR ANY EMERGENCY OR OTHER STATUTORY REMEDY.

ARTICLE 32
SUCCESSORS AND ASSIGNS

This Lease and all obligations and rights hereunder shall inure to the benefit of, and be binding upon, Landlord and Tenant and their respective heirs, representatives, successors and assigns.

ARTICLE 33
MEMORANDUM OF LEASE; RECORDING

Landlord and Tenant will, at any time, within fifteen (15) days after the request of either one, promptly execute a Memorandum of Lease in the form attached hereto as **Exhibit E** (the "Memorandum of Lease"). The party requesting the Memorandum of Lease shall be responsible for the recording cost of same. Upon the expiration of the Term of this Lease, or the sooner termination of this Lease by Landlord or Tenant pursuant to any provision contained herein, Tenant shall forthwith upon demand by Landlord execute and deliver to Landlord a termination of such Memorandum of Lease and a release and cancellation of all rights arising therefrom and/or from this Lease which accrue after such expiration, termination or cancellation of this Lease, in form satisfactory to the Title Company to delete the Memorandum of Lease as an exception on any subsequent title policy for the Leased Premises, and if Tenant fails to execute and deliver such termination of such Memorandum of Lease, Tenant hereby appoints Landlord as Tenant's attorney-in-fact for such purpose, such power being irrevocable and coupled with an interest. Tenant shall be responsible for the cost of recording any such termination of the Memorandum of Lease.

ARTICLE 34
TIME OF THE ESSENCE; TIME PERIODS; UNAVOIDABLE DELAYS

Time is and shall be of the essence with respect to the respective duties and obligations of Tenant and Landlord as set forth in this Lease. For purposes of all time requirements and limits hereunder, any time requirement reference to days other than "business days" shall mean actual "calendar days" which shall include each day after the day from which the period commences. All time requirements referenced as "business days" shall include each day after the day from which the period commences excluding any Saturday, Sunday or legal holiday in Jacksonville, Florida. If the final day of any such time period falls on a Saturday, Sunday or legal holiday in the jurisdiction where the Leased Premises is located, such period shall extend to 5:00 PM (local time for Duval County, Florida) on the first business day thereafter.

ARTICLE 35
BROKERS

Tenant represents that it has had no dealings with any brokers or agents in connection with this Lease. Landlord represents that it has had no dealings with any brokers or agents in connection with this Lease. Landlord and Tenant agree to defend, indemnify and hold the other harmless from any and all claims for compensation or commission in connection with this Lease by any broker, agent, or finder claiming to have dealt with such indemnifying party. This indemnity shall survive the termination or expiration of this Lease.

ARTICLE 36
LANDLORD RIGHT OF ENTRY

Landlord and persons authorized by Landlord may enter the Leased Premises at all reasonable times upon reasonable advance notice (except in the case of an emergency in which case no prior notice is necessary) for the purpose of inspections, investigation, monitoring activities and other reasonable purposes; including, without limitation, any activities Landlord elects to undertake related to the BSRA Requirements (as hereinabove defined), the Redevelopment Agreement, or the enforcement of Landlord's rights under this Lease. Landlord shall use commercially reasonable efforts to enter the Leased Premises in a manner which does not interfere with Tenant's business; provided that, Landlord shall not be liable for inconvenience to or disturbance of Tenant by reason of any such entry. Provided, however, that such efforts shall not require Landlord to use overtime labor unless Tenant shall pay for the increased costs to be incurred by Landlord for such overtime labor. Landlord also shall have the right to enter the Premises at all reasonable times after giving prior oral notice to Tenant, to exhibit the Premises to any prospective purchaser. During the last nine months of the Term or in the Event of Default, Landlord also shall have the right to enter the Premises at all reasonable times after giving prior oral notice to Tenant, to exhibit the Premises to any prospective tenants.

ARTICLE 37
MISCELLANEOUS

Section 37.1 Non-Discrimination. In conformity with the requirements of Section 126 Part 4, Jacksonville Ordinance Code, the Grantee represents and warrants to the DIA that Tenant has adopted and will maintain a policy of nondiscrimination, as defined by such ordinance, throughout the Term. Tenant agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records by the executive director for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, that Tenant shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this Agreement. Tenant agrees that, if any of the obligations under this Lease are to be performed by a subcontractor, the provisions of subsections (a) and (b) of Section 126.404, Jacksonville Ordinance Code, shall be incorporated into and become a part of the subcontract.

Section 37.2 No Security. Tenant acknowledges and agrees that, notwithstanding anything to the contrary in this Lease, Landlord is not providing any security services to Tenant

with respect to the Leased Premises or otherwise, and Landlord shall not be liable for, and Tenant hereby waives any and all claims against Landlord with respect to, any loss by theft or any other damage or injury suffered or incurred in connection with any unauthorized entry into the Leased Premises or any other breach of security with respect to the same.

Section 37.3 No Reliance. Notwithstanding anything to the contrary set forth in this Lease, pursuant to Section 122.428, Ordinance Code of the City of Jacksonville, Tenant expressly acknowledges that it has not relied and will not rely upon any experience, awareness or expertise of Landlord or any of Landlord's employees, agents or contractors, and neither Landlord nor any of Landlord's employees, agents or contractors has made any representations or warranties, regarding (i) its authority to enter into this Lease, (ii) the feasibility of Tenant's use or the current or ongoing quality or conditions of the improvements or their suitability for Tenant's purposes, (iii) the competence or qualifications of any third party furnishing services, labor or materials whether or not City has approved the contract for the third party activities, (iv) any other matter related to the Leased Premises or the use or occupancy thereof, and/or (v) any responsibilities of Landlord. Landlord shall not be liable to Tenant for any damages arising from Tenant's use of the Leased Premises, whether economic or noneconomic, general or special, incidental or consequential, statutory, or otherwise, arising out of the presence or operation of Tenant's activities on, in or about the Leased Premises. Tenant acknowledges that this paragraph is a condition precedent to Landlord entering into this Lease.

Section 37.4 Maximum Indebtedness. Notwithstanding any term or provision of this Lease, Landlord's total and maximum liability arising out of or relating to this Lease shall be Zero Dollars ($0.00) (the "Maximum Indebtedness Amount"). In no event shall Landlord be obligated, responsible or otherwise liable to Tenant for any amount in excess of the Maximum Indebtedness Amount.

Section 37.5 Right of Entry. Landlord and its employees, agents or representatives shall have the right of entry and reasonable access to the Leased Premises without charges or fees, for the purposes of: (i) ascertaining compliance with the terms of this Lease; (ii) inspecting and maintaining the Leased Premises; (iii) making repairs, and any alterations or additions necessary to give effect to such repair, to the Leased Premises; (iv) erecting additional building(s) and improvements on adjacent land owned by Landlord; (v) performing any obligations of Landlord under the Lease, including, without limitation, compliance with the BSRA Requirements and remediation of Hazardous Materials if determined to be the responsibility of Landlord, (vi) posting and keeping posted thereon notices of non-responsibility for any construction, alteration or repair thereof, as required or permitted by any Law, (vii) investigation and monitoring activities, and (viii) placing "For Sale" signs, and showing the Leased Premises to Landlord's existing or potential successors, purchasers, lenders and tenants. Landlord's access shall be reasonably exercised to minimize interference with Tenant's operations, however, there shall not be any rent abatement or reduction or any liability to Tenant for any loss of occupation or quiet enjoyment of the Leased Premises for any such entry.

Section 37.6 No Joint Venture. The parties agree that they intend by this Lease to create only the relationship of landlord and tenant. No provision of this Lease, or act of either party under this Lease, shall be construed as creating the relationship of principal and agent, or as creating a

partnership, joint venture, or other enterprise, or render either party liable for any of the debts or obligations of the other party, except under any indemnity provisions of this Lease.

Section 37.7 No Third-Party Beneficiaries. This Agreement and the rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the parties hereto. This Agreement is for the sole and exclusive benefit of the parties hereto, and no third party is intended to or shall have any rights or benefits hereunder.

Section 37.8 Reserved.

Section 37.9 Survival. All representations, warranties, indemnities and other covenants set forth herein shall be deemed continuing in nature and shall survive the expiration or early termination of this Lease.

Section 37.10 Conformity to Applicable Laws. Tenant shall comply with all applicable federal, state and local laws, rules, regulations and policies as the same exist and as may be amended from time to time, including, but not limited to, the "Public Records Law", Chapter 119, Florida Statutes. If any of the obligations of this Lease are to be performed by a subcontractor of Tenant, Tenant shall incorporate the provisions of this section into and shall become a part of the subcontract.

Section 37.11 Ethics. Tenant represents and warrants to the Landlord that Tenant has received, reviewed, understands, is familiar with and will comply with the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, Jacksonville Ordinance Code, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, Jacksonville Ordinance Code.

Section 37.12 Public Entity Crimes Notice. The parties hereto acknowledge and agree that a person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contractor with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of Thirty Five Thousand Dollars ($35,000) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

ARTICLE 38
ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties hereto with respect to the leasing of the Leased Premises described herein, and this Lease may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto, their respective successor or assigns. Notwithstanding anything to the contrary herein, nothing in this Lease shall be deemed to modify or diminish Landlord's rights or Tenant's obligations under the Redevelopment Agreement.

ARTICLE 39
RADON GAS DISCLOSURE

Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon Testing may be obtained from your County Public Health Unit.

ARTICLE 40
COUNTERPARTS

This Lease may be executed in two or more counterparts, each of which shall be deemed an original. The signatures to this Lease may be executed on separate pages, and when attached to a counterpart of this Lease shall constitute one complete document. Delivery of an executed counterpart by electronic transmission shall have the same effect as delivery of an original ink counterpart.

[The balance of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LANDLORD:

DOWNTOWN INVESTMENT AUTHORITY, a community redevelopment agency

Form Approved:

By:_____
Lori N. Boyer, CEO

_____
Office of General Counsel

GC-#1622029-v3-MOSH_-_Museum_Lease_Agreement.docx

(Signatures continue on next page)

TENANT:

MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC., a Florida not-for-profit corporation

By:_____
Name:_____
Title:_____

EXHIBIT A

Legal Description of Leased Premises

A PART OF THE H. HUDNALL GRANT, SECTION 50, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA ALSO BEING A PORTION OF THE LANDS DESCRIBED ANO RECORDED IN OFFICIAL RECORDS 15385, PAGE 1174 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST BAY STREET (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE CENTERLINE OF HOGAN'S CREEK, AS ESTABLISHED BY AGREEMENT RECORDED IN DEED BOOK 59, PAGE 792 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 20·09'40" WEST, ALONG LAST SAID CENTERLINE AND SAID RIGHT OF WAY LINE, 25.05 FEET; THENCE DEPARTING SAID CENTERLINE AND CONTINUING ALONG SAID RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 7335'20"' EAST 111.48 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 270.00 FEET; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE AN ARC DISTANCE OF 112.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 61'42'00" EAST, 111.25 FEET; COURSE NO 3: SOUTH 49"48'41" EAST, 208.75 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1300.00 FEET; COURSE NO. 4: ALONG AND AROUND THE ARC OF LAST CURVE AN ARC DISTANCE OF 8. 99 FEET TO A POINT ON LAST SAID CURVE, AND THE POINT OF BEGINNING, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50'03'34" EAST, 8.99 FEET. COURSE NO. 5: CONTINUING ALONG LAST SAID CURVE AN ARC DISTANCE OF 127.62 FEET TO A POINT ON SAID CURVE, LYING ON THE FORMER WESTERLY RIGHT OF WAY LINE OF FLORIDA AVENUE (CLOSED BY: ORDINANCE 82-735-338, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 53'01'11" EAST, 127.57 FEET; THENCE IN A SOUTHERLY DIRECTION ALONG SAID FORMER WESTERLY RIGHT OF WAY AND IT'S SOUTHERLY PROLONGATION THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1 SOUTH 15"56'05" WEST, 2.03 FEET; COURSE NO. 2: NORTH 72'35'20" WEST, 1.00 FEET; COURSE NO. 3: SOUTH 15'56'05" WEST, 226.23 FEET; THENCE SOUTH 73'31'06" EAST, 33.62 FEET; THENCE SOUTH 15'59'05" WEST, 145.99 FEET; THENCE NORTH 7338'12" WEST, 41.83 FEET; THENCE NORTH 16'31' 11" EAST, 77.16 FEET; THENCE NORTH 73'38'12" WEST, 72.69 FEET; THENCE SOUTH 16"20'34" EAST, 64.45 FEET; THENCE NORTH 73'37'26" WEST 210.96 FEET; THENCE NORTH 04"56'53" WEST, 173.57 FEET; THENCE NORTH 85'50'01'' EAST, 64.38 FEET; THENCE NORTH 16'21 '48" EAST, 172.30 FEET; THENCE SOUTH 73'38'12" EAST, 46.69 FEET; THENCE NORTH 83"26'13" EAST, 106.34 FEET TO AFORESAID SOUTHERLY RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

CONTAINING 2.50 ACRES MORE OR LESS.

EXHIBIT B

Museum Improvements

With a Minimum Required Capital Investment of $85,000,000 and as further described in this **Exhibit B**, the construction on the Museum Parcel of a building containing a minimum 75,000 gross square feet of space that includes a minimum of 50,000 gross square feet for exhibit and gallery space and otherwise includes classrooms, gift shops, cafes, event space and other spaces associated with a museum, and also includes associated parking, driveways, and, if desired, private outdoor exhibit spaces to be constructed on the Museum Parcel. The Museum Improvements will include the improvements depicted and described in the Final DDRB approved plans consistent with the following criteria in addition to the Downtown Zoning Overlay and design guidelines:

a. MOSH will design the Museum Improvements and the Park Project Improvements with the aspirational goal of creating an iconic venue. Iconic means that the facility will be visually dramatic, unique, and memorable. It will be designed with the intent to draw visitors from around the Southeast Region and serve as an important and enduring landmark contributing to that which defines the City as a distinctive urban center and will remain visually and experientially appealing with the passage of time.

b. The design will comply with the Downtown Overlay Zone Standards as enacted within the Jacksonville Municipal Code, as well as the DDRB's development guidelines except as may otherwise be approved by the DDRB and allowed by Ordinance Code. A minimum 50' building setback from the St. Johns River on all waterfront sides of the Museum Parcel will be required and no portion of the Museum Parcel may encroach within this zone.

c. MOSH shall advise its design team that DIA desires an expanded riverfront park space adjacent to the Riverwalk Improvements to connect parks east and west of the site. To the extent feasible, the building itself and the boundary of the Museum Parcel will be set back 100 feet or more from the bulkhead of the St. Johns River but its riverfront frontage should open to and engage with the Riverfront park. Furthermore, the building should be designed to engage with Bay Street. DIA envisions a walkable activated corridor, and the Project Parcel needs to contribute to the activation of that street frontage. In most instances, retail or restaurant space with direct sidewalk access is required and the zoning Overlay includes a "build to" line.

d. The design of the Museum Parcel may include queueing space for loading and unloading a maximum of 6 buses delivering and picking up museum patrons. Surface parking of buses on the Project Parcel shall not be permitted.

e. In collaboration with the City's Chief Resiliency Officer, the design will include resiliency features, including to the extent practicable the design recommendations set forth in the 2021 Report by the City Council Special Committee on Resiliency and/or other City

requirements adopted as of design review, consistent with the term of the Museum Lease. MOSH acknowledges a storm surge simulation has been provided to it by the City, and the results thereof factored into the design.

f. The design must be coordinated with the Hogan's Creek resiliency project which is under design and Emerald trail segment contemplated to cross the site. Preliminary designs contemplate a living shoreline to improve habitat and water quality at the mouth of Hogan's Creek. In addition, the current concept design proposes up to a 100' buffer from the existing bulkhead. The concept design also contemplates a Trail visitor center at Bay Street on the creek front and the trail must connect to the Riverwalk Improvements. Publicly available restrooms for trail and Riverwalk users should be accommodated either in the visitor center or elsewhere within the Park Project. The location of the pedestrian bridge crossing the creek will be subject to coordinated design and placement.

g. A science themed activity node will be included on the Project Parcel executed at a scale, durability and appeal complementing other activity nodes within the Downtown Area. The node marker shall be capable of being lighted at night and visible from other locations along the Riverwalk. If located within the Museum Parcel, MOSH shall have all maintenance obligations in connection therewith.

h. The design will include access to and features complementing the portion of the Riverwalk located adjacent to the Project Parcel.

i. Landscaping will comply with the City's standards, Downtown Design Standards, and the Riverwalk Plant Palette within the Riverwalk adjacent portion of the Project Parcel.

j. The site plan presented to the DIA will be deemed in compliance with the Downtown Overlay Zone Standards if a determination is made by the DDRB that the space between the Museum Improvements and the Bay Street frontage, as finally designed, is consistent with the Downtown Overlay Zone Standards and constitutes qualified urban open space, or a deviation from the "build to" line, meeting the criteria established in said Code. Site plan approval by the DIA is not a determination that either criterion has been met, but assumes one or the other will be, or a revised site plan will be presented to the DIA. A minimum 50' building setback from the river on all waterfront sides of the Project Parcel will be required and no portion of the Museum Parcel may encroach within this zone.

EXHIBIT C

Final Approved Plans and Specifications

To be inserted once Tenant has obtained or has caused to obtain all approvals and permits necessary for construction of the Museum Improvements, providing further that such Approved Plans and Specifications are consistent with those more particularly described in the Redevelopment Agreement and **prior to the Effective Date of this Lease**.

EXHIBIT D

Final Site Plan

To be inserted once Tenant has obtained or has caused to obtain all approvals and permits necessary for construction of the Museum Improvements, providing further that such Approved Plans and Specifications are consistent with those more particularly described in the Redevelopment Agreement.

The Site Plan shall be substantially similar to the Site plan below and approved by DIA as a condition to the disposition, and subject to the following conditions:

1. Building egress points to Bay Street and the St. Johns River shall be prominent and have a direct, external connection to each other with the intention that these access points ensure a strong relationship between the building and the site.

2. The museum's rooftop shall be activated consistent with the Downtown Zoning Overlay.

3. The Activity Node beacon shall be located along the St. Johns River frontage, at the south end of the property.

4.MOSH shall maximize transparency of, and minimize opacity of, the Hixon Exhibit space consistent with applicable wildlife (animal husbandry) regulations.

5. The Urban Open Space between the building and Bay Street shall feature public art or interactive equipment or installations (i.e., swings, exercise or play equipment, information kiosks, and/or similar features) for a curated pedestrian experience.

6. The continuous right-turn lane from Bay Street into the bus drop-off loop shall be removed. Entrance to the site shall be via A Philip Randolph Boulevard, however a right turn lane at the signalized intersection may be allowed subject to traffic Engineering approval.

The following minor changes to the site plan below are permitted with the approval of the DIA CEO:

a. A substantial portion of the building's Bay Street frontage must remain café space (or a similar use) with associated outdoor dining space;
b. Interior spaces may be reorganized to allow for greater public interaction around the building envelope (in no case shall the Gallery/exhibit square footage be less than 50,000 within the museum facility);
c. The changes implement conditions adopted by the DIA Board
d. The changes move, but do not reduce the number of, entrances and exits and connectivity to the park and partnership parcels
e. The changes do not include any vehicular access directly from Bay Street

EXHIBIT D cont.

EXHIBIT E

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

John C. Sawyer, Jr.
Chief, Gov. Operations Dept.
City of Jacksonville
117 W. Duval St., Suite 480
Jacksonville, FL 32202

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is made as of _____, 202_ by and between the **DOWNTOWN INVESTMENT AUTHORITY**, a community redevelopment agency on behalf of the City of Jacksonville, ("Landlord"), and **MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC.**, a Florida not-for-profit corporation, whose mailing address is _____, Jacksonville, Florida _____, ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of that certain parcel of land in Duval County, Florida, containing approximately 2.5 acres (together with the building(s), improvements and facilities located or to be located thereon) and as further described on **Exhibit A** attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Landlord desired to lease the Premises to Tenant, and Tenant desired to lease the Premises from Lessor, and consequently, Landlord and Tenant entered into a Lease dated as of even date herewith, pursuant to which Landlord has leased the Premises to Tenant, on and subject to the terms and conditions set forth therein (the "Lease"); and

WHEREAS, Landlord and Tenant have agreed to evidence the Lease by the recording of this Memorandum in the real estate records of Duval County, Florida;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Lease and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby acknowledge and agree as follows:

1. Name and Address of Landlord. The name and address of Landlord are as follows:

Downtown Investment Authority
117 W. Duval Street, Suite 310
Jacksonville, Florida 32202

2. Name and Address of Tenant. The name and address of Tenant are as follows:

Museum of Science and History of Jacksonville, Inc.
_____
Jacksonville, Florida _____

3. Term. The initial term of the Lease is forty (40) years and commences on the date of Tenant's Substantial Completion of the Museum Improvements (as set forth in the Lease), unless sooner terminated in accordance with the provisions of the Lease (the "Term").

4. Extension Option. Tenant has the right to extend the initial Term of the Lease for one (1) additional term of ten (10) years.

5. Leasehold Mortgage Prohibited. The Lease prohibits Tenant from mortgaging, pledging or encumbering the Lease or the Tenant's interests thereunder.

6. Copy of Lease. A copy of the Lease is maintained at Landlord's office.

7. Lease Controls. This Memorandum is executed for the sole purpose of giving public notice of the terms and provisions of the Lease and nothing contained in this Memorandum (or any termination or release of this Memorandum) is intended or shall be construed to expand, limit, interpret, modify or otherwise affect the rights and interests of Landlord and Tenant under the Lease. Memorandum is subject to all the conditions, terms and provisions of the Lease, which is incorporated herein in full and made a part hereof.

8. Governing Law. This Memorandum shall be governed by and construed in accordance with the laws of the State of Florida.

9. Counterparts. This Memorandum may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed an original, and all such counterparts shall together constitute but one and the same agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum on the respective dates set forth in the acknowledgments below, but to be effective for all purposes as of the date first above written.

Signed, sealed and delivered
in the presence of:

LANDLORD:

DOWNTOWN INVESTMENT AUTHORITY,
a community redevelopment agency

_____
Print Name:_____

_____
Print Name:_____

By: _____
Print Name:_____
Its: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [_] physical presence or [___] online notarization, this ____ day of _____, 202_, by _____, as Chief Executive Officer of the **DOWNTOWN INVESTMENT AUTHORITY**, a community redevelopment agency, on behalf of the community redevelopment agency, who [___] is personally known to me or [_] has produced _____ as identification.

_____
Notary Public, State of _____
Printed Name: _____
Commission No.:_____
My commission expires:_____
[NOTARIAL SEAL]

Signed, sealed and delivered
in the presence of:

TENANT:

MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC., a Florida not-for-profit corporation

_____
Print Name:_____

_____
Print Name:_____

By: _____
Print Name:_____
Its: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [_] physical presence or [___] online notarization, this ____ day of _____, 202_, by _____, as _____ of **MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC**., a Florida not-for-profit corporation, on behalf of the corporation, who [__] is personally known to me or [_] has produced _____ as identification.

_____
Notary Public, State of _____
Printed Name: _____
Commission No.:_____
My commission expires:_____
[NOTARIAL SEAL]

Exhibit A to Memorandum of Lease

Legal Description

A PART OF THE H. HUDNALL GRANT, SECTION 50, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA ALSO BEING A PORTION OF THE LANDS DESCRIBED ANO RECORDED IN OFFICIAL RECORDS 15385, PAGE 1174 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST BAY STREET (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE CENTERLINE OF HOGAN'S CREEK, AS ESTABLISHED BY AGREEMENT RECORDED IN DEED BOOK 59, PAGE 792 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 20·09'40" WEST, ALONG LAST SAID CENTERLINE AND SAID RIGHT OF WAY LINE, 25.05 FEET; THENCE DEPARTING SAID CENTERLINE AND CONTINUING ALONG SAID RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 7335'20"' EAST 111.48 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 270.00 FEET; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE AN ARC DISTANCE OF 112.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 61'42'00" EAST, 111.25 FEET; COURSE NO 3: SOUTH 49"48'41" EAST, 208.75 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1300.00 FEET; COURSE NO. 4: ALONG AND AROUND THE ARC OF LAST CURVE AN ARC DISTANCE OF 8. 99 FEET TO A POINT ON LAST SAID CURVE, AND THE POINT OF BEGINNING, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50'03'34" EAST, 8.99 FEET. COURSE NO. 5: CONTINUING ALONG LAST SAID CURVE AN ARC DISTANCE OF 127.62 FEET TO A POINT ON SAID CURVE, LYING ON THE FORMER WESTERLY RIGHT OF WAY LINE OF FLORIDA AVENUE (CLOSED BY: ORDINANCE 82-735-338, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 53'01'11" EAST, 127.57 FEET; THENCE IN A SOUTHERLY DIRECTION ALONG SAID FORMER WESTERLY RIGHT OF WAY AND IT'S SOUTHERLY PROLONGATION THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1 SOUTH 15"56'05" WEST, 2.03 FEET; COURSE NO. 2: NORTH 72'35'20" WEST, 1.00 FEET; COURSE NO. 3: SOUTH 15'56'05" WEST, 226.23 FEET; THENCE SOUTH 73'31'06" EAST, 33.62 FEET; THENCE SOUTH 15'59'05" WEST, 145.99 FEET; THENCE NORTH 7338'12" WEST, 41.83 FEET; THENCE NORTH 16'31' 11" EAST, 77.16 FEET; THENCE NORTH 73'38'12" WEST, 72.69 FEET; THENCE SOUTH 16"20'34" EAST, 64.45 FEET; THENCE NORTH 73'37'26" WEST 210.96 FEET; THENCE NORTH 04"56'53" WEST, 173.57 FEET; THENCE NORTH 85'50'01'' EAST, 64.38 FEET; THENCE NORTH 16'21 '48" EAST, 172.30 FEET; THENCE SOUTH 73'38'12" EAST, 46.69 FEET; THENCE NORTH 83"26'13" EAST, 106.34 FEET TO AFORESAID SOUTHERLY RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

CONTAINING 2.50 ACRES MORE OR LESS.

EXHIBIT F

BACK-UP GENERATOR

Subject to the terms and conditions set forth in the Lease to which this **Exhibit F** is attached, including, without limitation, this **Exhibit F**, Tenant shall have the right to install in a location approved by Landlord after Landlord's receipt of the specifications of the proposed Back-up Generator (as hereinafter defined) from Tenant, at Tenant's sole cost and expense, a Back-up Generator. As used herein, the term "Back-up Generator" shall mean an electric power supply generator having the size, characteristics, and powered by the type of fuel, approved by Landlord. After Landlord approves of the size and technical aspects of the Back-up Generator and designates the location therefor, Tenant shall submit to Landlord, for approval in its reasonable discretion, plans for the installation of the Back-up Generator prepared by qualified engineers mutually acceptable to both Landlord and Tenant, showing all aesthetic, structural, mechanical and electrical details of the Back-up Generator (including, but not limited to, all associated conduit and related equipment), all in accordance with all applicable federal, state and local laws, statutes and ordinances (including, without limitation, all Environmental Requirements)

Prior to the installation of the Back-up Generator by Tenant: (i) Tenant shall obtain all permits and applicable governmental approvals required for the installation of the Back-up Generator; (ii) Tenant and the contractor to undertake such installation shall obtain such insurance coverages as Landlord may reasonably require in writing and cause Landlord and the City to be named as additional insureds under such insurance policies (and submit evidence of such coverages to Landlord); and (iii) provide a copy of the placard for the Back-Up Generator to Landlord. Without limiting the foregoing or anything herein to the contrary, Tenant shall maintain at its sole cost and expense at all times during its installation, operation and maintenance of the Back-Up Generator, a storage tank liability coverage insurance policy insuring Landlord and the City, based on their respective interests. At Tenant's sole cost, the Back-up Generator shall be fully screened from view and sound in a manner directed by Landlord which shall include, without limitation, the installation of an additional screening wall and sound baffling.

Throughout the Term, Tenant shall (A) insure that the Back-up Generator complies with all applicable federal, state and local laws, statutes and ordinances (including, without limitation, all Environmental Requirements); (B) cause engineers, including environmental engineers, acceptable to Landlord to inspect the Back-up Generator at least twice yearly to insure that such equipment is functioning properly and that no Hazardous Materials are emanating therefrom, and no less than once per year provide a copy of such inspection and maintenance reports to Landlord (including, but not limited to, a copy of the annual inspection for the Environmental Protection Agency and evidence of the renewal of the placard for the Back-Up Generator); (C) maintain the Back-up Generator in good order and repair, and in an aesthetically pleasing condition; (D) maintain insurance coverages with respect thereto as are required by Landlord from time to time and provide reasonable documentary evidence thereof to Landlord; and (E) maintain all permits and applicable governmental approvals necessary for the operation of the Back-up Generator. Tenant shall immediately notify Landlord in writing if Tenant determines that the Back-up Generator is leaking or is in violation of any applicable federal, state and local laws, statutes and ordinances (including, without limitation, all Environmental Requirements). Tenant shall

immediately repair all equipment malfunctions or violations of law arising out of the operation of the Back-up Generator. Throughout the Term, Tenant shall keep and ensure that the Back-Up Generator is and remains in good working order and make any necessary repairs and replacements. Tenant shall indemnify Landlord, the City and their respective agents, directors, officers, officials, members, employees, agents and representatives and hold it harmless from and against all loss, costs, claims, liabilities, injury or damages (including reasonable attorneys' fees), suffered or sustained by Landlord which arise out of the installation, use, operation or removal of the Back-up Generator. The foregoing indemnification provision shall survive the expiration of the Term or earlier termination of the Lease and shall be in addition to all other indemnification obligations of Tenant under this Lease. Tenant expressly acknowledges and agrees that, notwithstanding the fact that Landlord has permitted Tenant to install the Back-up Generator, Tenant shall remain liable for all claims, damages, costs or liabilities suffered or sustained by Landlord or the City which arise out of, involve or relate to the Back-Up Generator (including, but not limited to, the presence of Hazardous Materials which were brought to the Leased Premises). Without limitation of the foregoing, Landlord shall not incur liability for damages caused directly or indirectly by any malfunction of a computer system or systems within the Building resulting from or arising out of the failure or malfunction of any electrical, air conditioning or other system serving the Building or the property, unless such failure is caused by the negligence or willful misconduct of Landlord, its employees, or property management firm.

EXHIBIT G

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

John C. Sawyer, Jr.
Deputy, Gov. Operations Dept.
City of Jacksonville
117 W. Duval St., Suite 480
Jacksonville, FL 32202

NON-EXCLUSIVE PEDESTRIAN ACCESS EASEMENT AGREEMENT

This NON-EXCLUSIVE PEDESTRIAN ACCESS EASEMENT AGREEMENT ("Easement Agreement") is made as of the _____ day of _____, 202_, by and between **CITY OF JACKSONVILLE**, a body politic and municipal corporation existing under the laws of the State of Florida ("Grantor"), whose mailing address is c/o Downtown Investment Authority, 117 W. Duval Street, Suite 310, Jacksonville, Florida 32202, hereinafter called the Grantor and **MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC.**, a Florida not-for-profit corporation, ("Grantee") whose mailing address is _____, Jacksonville, Florida _____.

RECITALS:

A. Grantor is the owner of that certain parcel of land in Duval County, Florida, containing approximately 3.28 acres and as further described on **Exhibit A-1** attached hereto (inclusive of the Riverwalk Parcel as shown on **Exhibit A-2**, the "City Park Parcel" or "Easement Parcel").

B. The Downtown Investment Authority ("DIA") on behalf of Grantor has entered into a Lease with Grantee (the "Lease") by which the DIA as Landlord thereunder has leased to Grantee as Tenant thereunder certain premises including that certain parcel of real property located in Duval County, Florida, and more particularly described in **Exhibit B** attached hereto (the "Museum Parcel"), pursuant to which Grantee is obligated to construct and operate a public museum facility comprised of a minimum of 75,000 square feet and including exhibits, programs, and improvements focused principally on science and history including education centered around technology, engineering, arts and mathematics (the "Museum").

C. A Memorandum of Lease pertaining to the Lease has been recorded in Official Records Book ____, page _____, current public records of Duval County, Florida.

D. Grantee has requested, and Grantor has agreed to provide, a non-exclusive easement for pedestrian ingress, egress and passage over and across the Easement Parcel, to provide access for the benefit of Museum patrons and guests during the term of the Lease, according to the terms and conditions more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Lease and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby acknowledge and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Easement Rights**. Grantor hereby bargains, sells, grants and conveys unto Grantee, its permitted successors and assigns under the Lease, a non-exclusive easement over and across the Easement Parcel for the purpose of pedestrian ingress, egress and passage for the benefit of Museum patrons and guests during the term of the Lease.

3. **Reservation of Rights**. Notwithstanding anything in this Easement Agreement to the contrary or the foregoing grant of easement rights, Grantor, for itself and its successors and assigns, hereby reserves and retains the right to (a) use, and to grant to others the right to use the Easement Parcel for any lawful purpose or use not inconsistent with the grants made herein, provided that during the term of the Lease the primary use of the City Park Parcel shall be a public park and the primary use of Riverwalk Parcel shall be a public walkway; (b) grant additional easements and licenses to others over, across, and under the Easement Parcel, (c) alter, modify or replace all or part of the sidewalks and other improvements located within the Easement Parcel in such a manner which does not materially diminish or prevent the access and use provided by the sidewalks as of the date of this Easement Agreement, and (d) construct and install additional or substitute improvements within the Easement Parcel at any location and in any configuration that Grantor determines. Grantee acknowledges and agrees that the City Park Parcel is a public park and the Riverwalk Parcel is a public walkway and Grantee's rights granted herein are co-equal to the rights of the public to use the City Park Parcel as a public park and the Riverwalk Parcel as a public walkway. Without limiting the foregoing, (i) Grantor reserves the right to gate or otherwise block Grantee's access to the Easement Parcel during times of high pedestrian activity when recommended by the Jacksonville Sheriff's Office, and (ii) Grantor and the JEA may exclusively use the Easement Parcel to place piping, pumps and other equipment used in connection with the maintenance or repair of any utilities, during such times as the JEA or Grantor deems necessary for undertaking any such utilities maintenance or repair.

4. **Termination**. This Easement Agreement shall automatically terminate on the expiration or earlier termination of the Lease. Grantee shall, within ten (10) days after written request from Grantor, execute and deliver to Grantor a written document in recordable form confirming the termination of this Easement Agreement, and Grantor shall be authorized to record the same in the public records of Duval County, Florida. If Grantee does not execute and deliver to Grantor its counterpart to any such written document within such ten (10) day period, then

Grantor shall have the right to execute and unilaterally record a written document confirming termination of this Easement Agreement in the public records of Duval County, Florida.

5. **Restrictions on Use of Easement Parcel**. Grantee agrees that in utilizing the Easement Parcel, Grantee will not unreasonably interfere with any existing or future use of the Easement Parcel by the Grantor, its successors and assigns. Any property of Grantor disturbed by the Grantee in the exercise of the rights granted herein will be restored as soon as reasonably practical following such activity to its previously existing condition by the Grantee, at its sole cost and expense. Grantee shall not place or allow the placement of any items or structures on the Easement Parcel (including without limitation portable toilets) at any time without prior written permission from the Grantor, which permission may be denied in the Grantor's sole discretion. Grantee shall not at any time interfere with the rights of the public to use the City Park Parcel as a public park and the Riverwalk Parcel as a public walkway.

6. **Vertical Improvements**. During the term of the Lease, Grantor agrees not to construct, erect or build any structures or other improvements greater than six (6) feet in height on the Riverwalk Parcel, provided that the foregoing restriction shall not apply to any landscaping, cultural pieces, lighting fixtures, shade devices or signage.

7. **Maintenance; Self-Help**. Grantor shall maintain the Riverwalk Parcel in good condition and repair consistent with the standard of maintenance of the other areas of the Northbank Riverwalk. Grantor shall maintain the City Park Parcel in good condition and repair consistent with the City's standard of maintenance for City parks. If Grantor shall default in the performance of its maintenance obligations hereunder, and shall not commence to cure such default within sixty (60) days after notice in writing delivered by Grantee specifying the default and proceed with reasonable due diligence to cure such default, then Grantee may at any time thereafter cure such default, and Grantor shall reimburse Grantee for any reasonable amount actually paid by Grantee to cure such default. The self-help remedy described above in this paragraph shall be Grantee's sole and exclusive remedy for any default by Grantor for failure to maintain any portion of the Easement Parcel as required under this Easement Agreement. No default by Grantor shall limit or affect the rights of the public to access and use the Easement Parcel as described herein. Grantee covenants and agrees that Grantee shall not cause any damage to the Easement Parcel resulting from the use of the easement described in this Easement Agreement. Notwithstanding anything to the contrary contained herein, if Grantee causes any damage to the Easement Parcel, Grantee shall, at Grantee's sole cost and expense, repair and restore the Easement Parcel to good condition and repair and in accordance with any applicable governmental permits, laws, rules and regulations.

8. **Indemnification**. Grantee shall indemnify, defend and hold harmless Grantor, the DIA, and their respective officers, agents, servants, employees, successors and assigns (the "Indemnified Parties") against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the rights granted herein, except to the extent such claim, action, loss, damage, injury, liability, cost or expense shall have been caused by the gross negligence of the Indemnified Parties. This indemnity does not alter, amend or expend the parameters of Section 768.28, Florida Statutes. If Grantee contracts with contractors or

subcontractors in any way related to the Easement, Grantee shall require said contractors and subcontractors to comply with the indemnity requirements attached hereto as **Exhibit C**. This paragraph shall survive the expiration or earlier termination of this Easement Agreement.

9. **Insurance**. Grantee shall comply with the insurance requirements attached hereto as Exhibit D. If Grantee contracts with contractors or subcontractors in any way related to this Easement Agreement, Grantee shall require said contractors and subcontractors to comply with the insurance requirements attached hereto as **Exhibit D**.

10. **Notices.** Any notice required or permitted to be given pursuant to the terms of this Easement Agreement shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by an air courier service utilizing return receipts, only to the parties at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notices shall be deemed given and received for all purposes under this instrument and shall be effective only upon receipt or when delivery is attempted and refused.

Grantor:

City of Jacksonville
Parks, Recreation and Community Services
214 N. Hogan Street, Room 473
Jacksonville, Florida 32202
Attention: Director

With a copy to:

Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Corporation Secretary

Grantee:

Museum of Science and History of Jacksonville, Inc.
1025 Museum Circle
Jacksonville, Florida 32207
Attention: Chief Executive Officer

With a copy to:

The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America, by at least ten (10) days written notice to the other party.

11. **Enforceability**. The terms of this Easement Agreement shall be binding and enforceable by Grantor, Grantee, and their respective successors and assigns.

12. **Copies of Documents**. A copy of the Lease is maintained at the offices of the DIA or its successor in function.

13. **Attorneys Fees**. If any lawsuit, arbitration or other legal proceeding (including, without limitation, any appellate proceeding) arises in connection with the interpretation or enforcement of this Easement Agreement, each party shall be responsible for its own costs and

expenses, including reasonable attorneys' fees, charges and disbursements incurred in connection therewith, in preparation therefor and on appeal therefrom.

14. **Miscellaneous**. This Easement Agreement shall be construed under the laws of the State of Florida. Venue for any action for the interpretation or enforcement of this Easement Agreement shall lie only in Duval County, Florida. This Easement Agreement may only be modified or supplemented in writing signed by the parties, or their heirs, successors and assigns, and any modification shall take effect only upon recordation of the signed instrument in the Public Records of Duval County, Florida

15. **WAIVER OF RIGHT TO TRIAL BY JURY**. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS EASEMENT AGREEMENT OR THE RELATIONSHIP OF THE PARTIES UNDER THIS EASEMENT AGREEMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION WITH THIS EASEMENT AGREEMENT.

[Signatures on following page.]

IN WITNESS WHEREOF, the DIA and MOSH have executed this Easement Agreement on the respective dates set forth in the acknowledgments below, but to be effective for all purposes as of the date first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

CITY OF JACKSONVILLE, a body politic and corporate of the State of Florida

_____
Print Name:_____

_____
Print Name:_____

By: _____
Donna Deegan
Mayor

ATTEST:

(Sign) _____
(Print) _____

By: _____
James R. McCain, Jr.
Corporation Secretary

(Sign) _____
(Print) _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this ____ day of _____, 202_, by Donna Deegan, Mayor, and James R. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a body politic and corporate of the State of Florida, on behalf of the City, who [_] is personally known to me or [_] has produced _____ as identification.

_____
Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

(SEAL)

Signed, sealed and delivered
in the presence of:

MOSH:

MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC., a Florida not-for-profit corporation

_____
Print Name:_____

_____
Print Name:_____

By: _____
Print Name:_____
Its: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [_] physical presence or [___] online notarization, this ____ day of _____, 202_, by _____, as _____ of **MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC**., a Florida not-for-profit corporation, on behalf of the corporation, who [__] is personally known to me or [_] has produced _____ as identification.

_____
Notary Public, State of _____
Printed Name: _____
Commission No.:_____
My commission expires:_____
[NOTARIAL SEAL]

Exhibit A-1

Legal Description of City Park Parcel

A PART OF THE H. HUDNALL GRANT, SECTION 50, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA ALSO BEING A PORTION OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 15385, PAGE 1174 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST BAY STREET (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE CENTERLINE OF HOGAN'S CREEK, AS ESTABLISHED BY AGREEMENT RECORDED IN DEED BOOK 59, PAGE 792 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 20·09'40" WEST, ALONG LAST SAID CENTERLINE AND SAID RIGHT OF WAY LINE, 25.05 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID CENTERLINE AND CONTINUING ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 73'35'20" EAST 111.48 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 270.00 FEET; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE AN ARC DISTANCE OF 89. 99 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64'02'27" EAST, 89.57 FEET; THENCE SOUTH 15'22'1 O" WEST, 283.43 FEET; THENCE SOUTH 04'56'53" WEST, 254. 79 FEET; THENCE SOUTH 02•24'27" WEST, 84.05 FEET; THENCE SOUTH 73"38'7 7" EAST, 256.69 FEET; THENCE NORTH 15·31 ·11" EAST, 99.49 FEET; THENCE SOUTH 73"38'12" EAST, 41.83 FEET; THENCE NORTH 15'59'05" EAST, 169.32 FEET: THENCE SOUTH 73"57'45" EAST, 50.00 FEET TO AN INTERSECTION WITH A NORTHERLY PROLONGATION OF SOUTHERLY BOUNDARY OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 15385 PAGE 1174, (EAST PARCEL) OF THE CURRENT PUBLIC RECORDS; THENCE SOUTH 15·59'05" WEST, ALONG LAST SAID NORTHERLY PROLONGATION AND SOUTHERLY BOUNDARY 360.30 FEET: THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: NORTH 67'52'25" WEST, 94.00 FEET; COURSE NO. 2: NORTH 83'05'25" WEST, 48.00 FEET; COURSE NO. 3: NORTH 26'01 '55" WEST, 45.16 FEET; COURSE NO. 4: NORTH 85'31'25" WEST, 230.60 FEET; COURSE NO. 5: NORTH 69'19'25" WEST, 31.10 FEET TO AN INTERSECTION WITH THE WESTERLY BOUNDARY OF LAST SAID LANDS; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: NORTH 04"27' 35" EAST, 409.67 FEET; COURSE NO. 2: NORTH 70'58'25"' WEST, 46.06 FEET; COURSE NO. 3: NORTH 37'45'25"' WEST, 93.88 FEET; COURSE NO. 4: NORTH 10"32'05"' EAST, 61.67 FEET; COURSE NO. 5: NORTH 35·27'55"' WEST, 24.50 FEET TO AN INTERSECTION WITH AFORESAID CENTERLINE OF HOGAN'S CREEK; COURSE NO. 6: NORTH 20'09'40'" EAST, ALONG LAST SAID LINE, 159.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.28 ACRES MORE OR LESS.

Exhibit A-2
Description of Riverwalk Parcel

A 25’ wide strip on which a 16’ wide Riverwalk and associated landscaping, lighting and street furniture meeting the Riverfront Park Design criteria will be constructed and installed located as follows:

Along the western side of the Park Parcel parallel to Hogan’s Creek, running from Bay Street on the north to the bulkhead on the southern edge of the Park parcel, the Riverwalk Parcel shall be a minimum 25’ wide and shall be located interior to the creek edge above the base flood elevation for the site taking into account the desired natural shoreline on said western park edge.

On the southern edge of the Park Parcel, the Riverwalk Parcel shall be a minimum 25’ wide strip parallel to the existing bulkhead an shall include the southwest corner lookout as expanded Riverwalk area;

On the eastern edge of the Park Parcel, a 25’ strip parallel to the bulkhead.

All as generally depicted below.

[Legal description to be inserted after confirmation by survey.]

Exhibit A-2 cont.

Exhibit B
Legal Description of Museum Parcel

A PART OF THE H. HUDNALL GRANT, SECTION 50, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA ALSO BEING A PORTION OF THE LANDS DESCRIBED ANO RECORDED IN OFFICIAL RECORDS 15385, PAGE 1174 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST BAY STREET (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE CENTERLINE OF HOGAN'S CREEK, AS ESTABLISHED BY AGREEMENT RECORDED IN DEED BOOK 59, PAGE 792 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 20·09'40" WEST, ALONG LAST SAID CENTERLINE AND SAID RIGHT OF WAY LINE, 25.05 FEET; THENCE DEPARTING SAID CENTERLINE AND CONTINUING ALONG SAID RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 7335'20"' EAST 111.48 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 270.00 FEET; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE AN ARC DISTANCE OF 112.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 61'42'00" EAST, 111.25 FEET; COURSE NO 3: SOUTH 49"48'41" EAST, 208.75 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1300.00 FEET; COURSE NO. 4: ALONG AND AROUND THE ARC OF LAST CURVE AN ARC DISTANCE OF 8. 99 FEET TO A POINT ON LAST SAID CURVE, AND THE POINT OF BEGINNING, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50'03'34" EAST, 8.99 FEET. COURSE NO. 5: CONTINUING ALONG LAST SAID CURVE AN ARC DISTANCE OF 127.62 FEET TO A POINT ON SAID CURVE, LYING ON THE FORMER WESTERLY RIGHT OF WAY LINE OF FLORIDA AVENUE (CLOSED BY: ORDINANCE 82-735-338, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 53'01'11" EAST, 127.57 FEET; THENCE IN A SOUTHERLY DIRECTION ALONG SAID FORMER WESTERLY RIGHT OF WAY AND IT'S SOUTHERLY PROLONGATION THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1 SOUTH 15"56'05" WEST, 2.03 FEET; COURSE NO. 2: NORTH 72'35'20" WEST, 1.00 FEET; COURSE NO. 3: SOUTH 15'56'05" WEST, 226.23 FEET; THENCE SOUTH 73'31'06" EAST, 33.62 FEET; THENCE SOUTH 15'59'05" WEST, 145.99 FEET; THENCE NORTH 7338'12" WEST, 41.83 FEET; THENCE NORTH 16'31' 11" EAST, 77.16 FEET; THENCE NORTH 73'38'12" WEST, 72.69 FEET; THENCE SOUTH 16"20'34" EAST, 64.45 FEET; THENCE NORTH 73'37'26" WEST 210.96 FEET; THENCE NORTH 04"56'53" WEST, 173.57 FEET; THENCE NORTH 85'50'01'' EAST, 64.38 FEET; THENCE NORTH 16'21 '48" EAST, 172.30 FEET; THENCE SOUTH 73'38'12" EAST, 46.69 FEET; THENCE NORTH 83"26'13" EAST, 106.34 FEET TO AFORESAID SOUTHERLY RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

CONTAINING 2.50 ACRES MORE OR LESS.

Exhibit C

Indemnification

Grantee's contractors and subcontractors (the "**Indemnifying Party/Parties**") shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively, the "**Indemnified Parties**") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Easement Agreement, operations, services or work performed hereunder; and

2. Environmental Liability, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages caused by or arising out of the acts or omissions of Grantee or its agents, contractors, subtenants or employees in connection with this Easement Agreement; and

If an Indemnified Party exercises its right under this Easement Agreement, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Easement Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Easement Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Exhibit D

Insurance

INSURANCE REQUIREMENTS

Without limiting its liability under this Easement Agreement, Grantee shall at all times during the term of this Easement Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Easement Agreement (and Grantee shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 1,000,000 Each Accident

This insurance shall cover the Grantee (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$1,000,000	General Aggregate
	$1,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Each Occurrence
	$1,000,000	Personal/Advertising Injury

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits. Grantor and Grantee agree that Grantee may, in lieu of a commercial general liability policy, obtain and maintain a specialized marina insurance liability policy that contains minimum policy limits as set forth above.

Automobile Liability	$500,000	Combined Single Limit

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Easement Agreement)

Grantee shall maintain Automobile Liability coverage only if Grantee operates any automobiles in connection with the Easement Agreement. Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability $1,000,000 per Claim and Aggregate
(Including Medical Malpractice when applicable)

Any entity hired to perform professional services as a part of this Easement Agreement shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Easement Agreement and with a three year reporting option beyond the annual expiration date of the policy.

Builders Risk/ Installation Floater **%100 Completed Value of the Project**

Such insurance shall be on a form acceptable to the CITY's Office of Insurance and Risk Management. The Builder's Risk/Installation Floater policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum $10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named insured's shall be: CONTRACTOR, the CITY, and respective members, officials, employees and agents, the ENGINEER, and the PROGRAM MANAGEMENT FIRM(S) (when program management services are provided). The City of Jacksonville, its members, officials, officers, employees and agents are to be named as a loss payee.

Pollution Liability $1,000,000 per Loss
$2,000,000 Annual Aggregate

Any entity hired to perform services as part of this Easement Agreement for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

Pollution Legal Liability $1,000,000 per Loss
$2,000,000 Aggregate

Any entity hired to perform services as a part of this Easement Agreement that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this Easement Agreement.

Additional Insurance Provisions

A. Certificates of Insurance. Grantee shall deliver to the City of Jacksonville Certificates of Insurance that shows the corresponding City Contract , Bid Number or PO if applicable in the Description, Additional Insured, Waivers of Subrogation and statement as provided below. The certificates of insurance shall be insurance certificate shall be made available upon request of the City of Jacksonville.

B. Additional Insured: All insurance except Worker's Compensation, Crime shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability in a form no more restrictive than CA2048.

C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville its respective members, officers, officials, employees and agents

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

E. Grantee Insurance Primary. The insurance provided by Grantee shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City of Jacksonville and their respective members, officers, officials, employees and agents

F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Easement Agreement shall remain the sole and exclusive responsibility of the named insured Grantee . Under no circumstances will the City of Jacksonville its respective members, officers, officials, employees and agents be responsible for paying any deductible or self-insured retention related to this Easement Agreement.

G. Easement Agreement Insurance Additional Remedy. Compliance with the insurance requirements of this Easement Agreement shall not limit the liability of the Grantee or its subcontractors, employees or agents to the City of Jacksonville its respective members, officers, officials, employees and agents and shall be in addition to and not in lieu of any other remedy available under this Easement Agreement or otherwise.

H. Waiver/Estoppel. Neither approval by City of Jacksonville nor its failure to disapprove the

insurance furnished by Grantee shall relieve Grantee of Grantee's full responsibility to provide insurance as required under this Easement Agreement.

I. Notice. The Grantee shall provide an endorsement issued by the insurer to provide the City of Jacksonville thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, the Grantee, shall provide said thirty (30) days written notice of any change in the above coverages or limits, or of coverages being suspended, voided, cancelled, including through expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Grantee under this Easement Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City of Jacksonville may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City of Jacksonville and its respective members, officers, officials, employees and agents also be named as an additional insured.

L. Special Provision: Prior to executing this Easement Agreement, Grantee shall present this Easement Agreement and insurance requirements to its Insurance Agent Affirming: 1) that the agent has personally reviewed the insurance requirements of this Easement Agreement, and (2) that the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Easement Agreement.

MUSEUM IMPROVEMENTS
COSTS DISBURSEMENT AGREEMENT

THIS MUSEUM IMPROVEMENTS COSTS DISBURSEMENT AGREEMENT ("Agreement") is made and entered into this _____day of _____, 2025 (the "Effective Date") between the **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida ("City"), the **DOWNTOWN INVESTMENT AUTHORITY**, a community redevelopment agency on behalf of the City (the "DIA"), and **MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC.** a Florida not-for-profit corporation ("Developer"). Capitalized terms not otherwise defined herein shall have the meaning as set forth in the RDA, defined below.

ARTICLE 1
PRELIMINARY STATEMENTS

1.1 **Background; Museum Improvements**.

1.1.1 City, DIA and Developer have previously entered into that certain Second Amended and Restated Redevelopment Agreement dated _____, 2025 (the "RDA"), pursuant to which City will provide certain funding to Developer to construct certain Museum Improvements (as defined in the RDA) to be owned by the City consisting in part of a new museum of science and history of at least 75,000 sq. ft. with associated parking, driveways, and outdoor exhibits, on approximately 2.5 acres of real property located on the Shipyards East property located along the Northbank of the St. Johns River in Jacksonville, Florida, within the Downtown East Northbank Community Redevelopment Area, as further, as more particularly described in the RDA

1.1.2 The Developer has agreed that as part of the Project that it will construct certain Museum Improvements on City-owned property in accordance with the terms and conditions of this Agreement and the RDA and that will be funded by the Developer in the minimum amount of $40,000,000 (the "MOSH Funding"), and the City in the up-to, maximum amount of $50,000,000 (the "City Funding"), with all costs in excess thereof the responsibility of the Developer.

1.1.3 The City has determined that the design, engineering, permitting, construction and inspection of the Museum Improvements can most efficiently and cost effectively be completed by Developer. Developer is willing to design, engineer, permit, construct and inspect the Museum Improvements in accordance with applicable Florida law for public projects, including but not limited to pursuant to procedures consistent with Section 287.055, Florida Statutes and otherwise generally consistent with Chapter 126 of the City's Ordinance Code provided the City contributes a portion of the costs of the Museum Improvements as provided herein.

1.1.4 The City has requested, and Developer has agreed, that Developer will design, engineer, permit, construct and inspect the Museum Improvements as specifically described and depicted on **Exhibit A** attached hereto and incorporated herein by this reference.

The Plans and Specifications for the Museum Improvements shall be incorporated into **Exhibit A** as set forth below. The City has agreed to partially fund the design, engineering, permitting, construction and inspection of the Museum Improvements on a pro rata basis with the MOSH Funding as compared to the total cost of the Museum Improvements, in a maximum amount equal to the lesser of: (i) the actual Verified Direct Costs (on a pro rata basis as set forth above) for the construction of the Museum Improvements; or (ii) FIFTY MILLION AND NO/100 DOLLARS ($50,000,000.00), with the balance, if any, being funded by Developer. The funding shall be appropriated over a three-year period

1.2 Design, Construction Budget. Final budgets setting forth: (i) the design costs of the Museum Improvements (to be received by City no later than June 30, 2025); and (ii) the construction costs for the Museum Improvements shall be submitted to the City for its administrative review and approval prior to Developer entering into any contracts for such work (to be received by City no later than February 15, 2026), and the final, approved budgets for the Design of the Museum Improvements and construction of the Museum Improvements shall be attached hereto as **Exhibit C and C-1**, respectively. The City will provide such approvals within ten (10) business days of receiving the final budgets.

1.3 Jacksonville Small and Emerging Businesses. It is important to the economic health of the community that whenever a person/entity receives incentives for construction, that the person/entity and its contractors use good faith efforts to provide contracting opportunities to small and emerging business enterprises in Duval County, pursuant to Section 7.22 hereof.

1.4 Maximum Indebtedness. The total maximum indebtedness of City for the Museum Improvements and financial obligations under this Agreement is FIFTY MILLION AND NO/100 DOLLARS ($50,000,000.00).

1.5 Availability of Funds. Notwithstanding anything to the contrary herein, all of City's financial obligations under this Agreement are subject to and contingent upon the availability of lawfully appropriated funds for the Museum Improvements and this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein of City and Developer, and for Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, City and Developer agree that the above preliminary statements are true and correct, and the parties represent, warrant, covenant, and agree as follows:

ARTICLE 2
DEFINITIONS

The foregoing preliminary statements are true and correct and are hereby incorporated herein by this reference. As used in this Agreement, the following terms shall have the following meanings.

2.1 **"Budget"** means the line-item budgets of Direct Costs for each of the design costs ("Design Budget") and construction costs ("Construction Budget") of the Museum Improvements attached hereto as **Exhibit C and C-1**, and showing the total costs for each line item, as the same

may be reviewed and approved by the DIA and revised from time to time with the written approval of Developer and the DIA, subject to the restrictions and limitations contained herein. The final design and construction Budgets for the Museum Improvements shall be subject to the review and approval by the City in its reasonable discretion.

2.2 **"City Inspector"** means a City employee or third-party entity hired by the City and paid for as a part of the Total Project Costs to perform construction inspection and related services on behalf of the City.

2.3 **"Commence Construction"** The terms "Commence" or "Commenced" or "Commencing" Construction as used herein when referencing the Museum Improvements means the date when Developer (i) has obtained all Federal, State or local permits as required for the construction of such portion of the Museum Improvements, and (ii) has begun physical, material construction (e.g., site demolition, land clearing, utility installation, or such other evidence of commencement of construction as may be approved by the City in its reasonable discretion) of the Museum Improvements on an ongoing basis without any Impermissible Delays. Developer shall provide written notice to City of the actual Commencement Date with three (3) business days thereof.

2.4 **"Completion of Construction"** The terms "Complete Construction" or "Completion of Construction" or "Completion" as used herein when referencing the Museum Improvements means Substantial Completion (as defined below in this Article 2) of such Museum Improvements.

2.5 **"Completion Date"** The term "Completion Date" as used herein means the completion date described in Section 3.7 hereof.

2.6 **"Construction Contract"** means any contract between Developer and a General Contractor for the construction the Museum Improvements entered into after the Effective Date and in accordance with the terms and conditions of this Agreement, and any amendments or modifications thereto approved by City and Developer. For purposes of clarity, the Developer may enter into a contract with separate general contractors for the Museum Improvements.

2.7 **"Construction Documents"** means the Design Professional's Contract(s), the Construction Contract, all construction, engineering, architectural or other design professional contracts and subcontracts, all change orders, all government approvals, the Plans and Specifications, and all other drawings, budgets, and agreements relating to the construction of the Museum Improvements.

2.8 **"Construction Management Fees"** has the meaning ascribed in Section 3.4.

2.9 **"Design Professional"** means engineers, architects, or other professional consultants providing technical advice in accordance with the terms of this Agreement.

2.10 **"Design Professional's Contract(s)"** means any contracts between Developer and a Design Professional for the design or construction inspection of any portion of the Museum Improvements, and any amendments or modification thereto.

2.11 **"Direct Costs"** means direct design, pre-construction, and construction costs Developer incurs on or after _____ in connection with the design, engineering, permitting, construction and inspection of the Museum Improvements, including soft costs associated with the design of the Museum Improvements, preliminary engineering, surveys, geotechnical, environmental and construction testing, removal of unsuitable soils, as itemized in the Budget, as the same may be revised from time to time with the written approval of the City's Director of Public Works and CEO of the DIA. Direct Costs shall not include any Construction Management Fees or other project management or construction fees of Developer relating to the Project.

2.12 **"Disbursement(s)"** means disbursements to Developer of sums equivalent to Developer's Verified Direct Costs for the Museum Improvements as approved by the City pursuant to this Agreement for the design, engineering, permitting, construction and inspection of the Museum Improvements, not to exceed the Maximum City Funding Disbursement Amount. The Disbursements will be made at the times and subject to the conditions set forth in this Agreement. No portion of the amounts allocated for the Museum Improvements as shown in the Budget shall be disbursed to Developer unless such Museum Improvements comply in all material respects with the Plans and Specifications and description of the Museum Improvements attached hereto as **Exhibit A** (which may be modified from time to time pursuant to the terms of this Agreement) and the minimum requirements of the Budgets for the design and construction of the Museum Improvements as described in **Exhibits C** and **C-1**, as reasonably determined by the Director of Public Works or his or her designee.

2.13 **"General Contractor"** means the person or entity/s licensed as a general contractor under Florida law, providing construction management of any portion of the Museum Improvements.

2.14 **"Impermissible Delay"** means, subject to the Force Majeure provisions of Section 11.2, failure to proceed with reasonable diligence with the construction of the Museum Improvements in the reasonable judgment of the City or DIA, or if the City or DIA is of the reasonable opinion that the Museum Improvements at issue cannot be Completed by the Completion Date for such Museum Improvements, or abandonment of or cessation of work on the Museum Improvements at any time prior to the Completion of any Museum Improvements for a period of more than thirty (30) consecutive business days, except in the case of Force Majeure as set forth in Section 11.2, or other casualty which are not the result of Developer's negligence, or other causes beyond Developer's control, in which case such period shall be the lesser of the actual period of delay or ninety (90) consecutive days.

2.15 **"Maximum City Funding Disbursement Amount"** means the maximum disbursement from the City to Developer for the Museum Improvements as approved by the City to partially reimburse Developer's Direct Costs for the design and construction of the Museum Improvements. The Maximum City Funding Disbursement Amount for the Museum Improvements shall be the lesser of the City's portion of the Verified Direct Costs for the Museum Improvements consistent with the Museum Improvements Funding Ratio or $50,000,000, which funds shall only be applied to the eligible costs of the Museum Improvements. The Disbursements will be made as provided in this Agreement.

2.16 **"Museum Area"** means the area on which the Museum Improvements will be constructed, as further detailed on **Exhibit B** attached hereto.

2.17 **"Museum Improvements"** shall have the meaning as set forth in the RDA and means any portion of the Museum Improvements or other related improvements described herein as determined by the context of the usage of such term.

2.18 **"Museum Improvements Costs"** means the Direct Costs of the design, engineering, permitting, construction and inspection of the Museum Improvements to be undertaken by Developer.

2.19 **"Museum Improvements Funding Ratio"** as to each Disbursement Request, shall mean the ratio between the MOSH Funding and City Funding as compared to the Total Project Cost.

2.20 **"Payment Bond"** and **"Performance Bond"** have the meanings ascribed in Section 7.21.

2.21 **"Plans and Specifications"** means the final plans and specifications, including without limitation all maps, sketches, diagrams, surveys, drawings and lists of materials, for the construction of the Museum Improvements or any portion thereof, prepared by the Design Professional and approved by the DIA and Public Works, and any and all modifications thereof made with the written approval of the City and DIA in accordance with this Agreement.

2.22 "**Substantial Completion**" means the satisfaction of the Museum Improvements Completion Conditions applicable to the Museum Improvements, as described in Section 7.13. The date of Substantial Completion of the Museum Improvements is the date of a letter from the City stating that such Museum Improvements are Substantially Complete. Such letter is referred to herein as the "**Substantial Completion Letter**". The one-year warranty as described herein on the Museum Improvements begins on the Substantial Completion date of the Museum Improvements.

2.23 **"Total Project Cost"** shall mean the total project cost as set forth in the final approved Budgets to be attached hereto as **Exhibits C and C-1** prior to Commencement of Construction of the Museum Improvements. For purposes of clarity, the Design Budget shall be submitted contemporaneously with the execution of this Agreement.

2.24 **"Verified Direct Costs"** means the Direct Costs actually incurred by Developer for the design and construction of the Museum Improvements (as to the construction of the Museum Improvements, the "Work"), pursuant to the provisions of this Agreement.

2.25 **"Work"** means workmanship, materials and equipment necessary to this Agreement, and any and all obligations, duties and responsibilities necessary to the successful completion of the Museum Improvements undertaken by Developer under this Agreement, including the furnishing of all labor, materials, and equipment, and any other construction services related thereto.

ARTICLE 3
DISBURSEMENT OF FUNDS BY CITY

3.1 Terms of Disbursement. Subject to an appropriation of funds therefor, City agrees to partially reimburse Developer in accordance with the Museum Improvements Funding Ratio for the Verified Direct Costs incurred and paid for the design, engineering, permitting, construction and inspection of the Museum Improvements on the terms and conditions hereinafter set forth. The disbursement amount shall be in the maximum amount of up to the Maximum City Funding. For the 2024-2025 phase of the Museum Improvements, the disbursement amount shall be a maximum amount not to exceed $3,000,000.00. For the 2025-2026 Phase of the Improvements, the disbursement amount shall be a maximum amount not to exceed $20,000,000.00. For the 2026-2027 phase of the Museum Improvements, the disbursement amount shall be a maximum amount not to exceed $27,000,000.00. Developer shall be responsible for all costs of the Museum Improvements beyond such amounts. Should the City's share of the total Verified Direct Costs incurred by Developer applicable to the Museum Improvements amount to a sum less than the Maximum City Funding Disbursement Amount, City shall only be liable for the actual amount of the City's share of the Verified Direct Costs for the Museum Improvements up to the Maximum City Funding Disbursement Amount.

3.2 Use of Proceeds. All funding authorized pursuant to this Agreement shall be expended solely for the purpose of partially reimbursing Developer for the Verified Direct Costs for any portion of the Museum Improvements as authorized by this Agreement and for no other purpose. Upon Substantial Completion of the Museum Improvements, any excess funds budgeted for the Museum Improvements will be retained by the City.

3.3 Disbursements Directly to Contractors and Vendors. Notwithstanding anything herein, the City may at its option upon the occurrence of an Event of Default, which is not cured within the applicable cure period after notice, and in accordance with the disbursement procedures described in this Article III, and in Article IV and Article V, disburse directly to the Design Professionals, General Contractor, subcontractors, suppliers, and vendors whom Developer has engaged in connection with the Museum Improvements, the reasonable amounts charged by such persons, upon submission to the City of invoices, receipts or other documents required by the City showing that the services rendered pertain to the Museum Improvements and are included in the Direct Costs. In the event the City makes any direct Disbursement as described in this Section 3.3, the City shall, upon request of Developer, deliver to Developer a complete copy of any Disbursement documentation for Developer's records.

3.4 Project Management Fees/Construction Management Fees. No development fees or project management fees or other fees of Developer (collectively, the "Project Management Fees") shall be paid to Developer under this Agreement. Nor are any such fees owed to Developer as of the Effective Date. Any construction management fees to be paid to the General Contractor/s ("Construction Management Fees") shall be paid only after all conditions to the Disbursement have otherwise been satisfied, and such fees shall be made pro rata (other than fees for preconstruction work) with the progress of the Museum Improvements and upon approval of the amount of such fees by the City. All requests for Construction Management Fees must be included

in the Disbursement Request as a separate line item, and the aggregate amount of such fees shall be set forth in the General Contractor's contract, which is subject to the City's approval.

3.5 Procedures for Payment. All Disbursements shall be made from time to time as construction progresses upon written application of Developer pursuant to a Disbursement Request in the form as provided by the City and as defined in Section 4.1. Subject to Article 5 below and the other terms of this Agreement, Developer shall file Disbursement Requests with the City no more frequently than once every two-month period covering Work performed since the prior Disbursement Request. Each Disbursement Request shall constitute a representation by Developer that the Work done and the materials supplied to the date thereof are in accordance with the Plans and Specifications for the Museum Improvements; that the Work and materials for which payment is requested have been physically incorporated into the Museum Improvements; that the value is as stated; that the Work and materials conform with all applicable rules and regulations of the public authorities having jurisdiction; that such Disbursement Request is consistent with the then current Budget; that the proceeds of the previous Disbursement have been actually paid by Developer in accordance with the approved Disbursement Request for such previous Disbursement; and that no Event of Default or event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing.

3.6 No Third-Party Beneficiaries. The parties hereto do not intend for the benefits of this Agreement to inure to any third party. Notwithstanding anything contained herein or any conduct or course of conduct by any of the parties hereto, this Agreement shall not be construed as creating any rights, claims, or causes of action against City, DIA or any of their respective officers, agents, or employees, in favor of any contractor, subcontractor, supplier of labor, materials or services, or any of their respective creditors, or any other person or entity other than Developer.

3.7 Performance Schedule. Developer shall commence construction of the Museum Improvements in accordance with the performance schedule set forth in the RDA (the "Performance Schedule"), and such work shall commence on or before March 1, 2026, and shall be Substantially Complete on or before July 31, 2028.

3.8 Progress Reports. During the period of construction of the Museum Improvements, Developer shall provide to the City on a monthly basis (not later than fifteen (15) days after the close of each calendar month) progress reports of the status of construction of the Museum Improvements, which shall include: (i) certification by Developer's engineer of (a) the total dollars spent to date, and (b) the percentage of completion of the Museum Improvements, as well as the estimates of the remaining cost to complete such construction; and (ii) evidence of full payment of all invoices or draw requests, to include copies of checks for payment and invoice draw requests, submitted for payment as to such portion of the Museum Improvements during such monthly reporting period. In addition, on a monthly basis, Developer shall provide to the City copies of its internally generated monitoring reports and related documentation as to construction of the portion of the Museum Improvements within fifteen (15) days after the close of the month.

3.9 No Warranty by City. Nothing contained in this Agreement or any other Museum Improvements Document shall constitute or create any duty or warranty by City or DIA regarding (a) the accuracy or reasonableness of the Budget or (b) the competence or qualifications of the

General Contractor or Design Professional or any other party furnishing labor or materials in connection with the construction of the Museum Improvements. Developer acknowledges that Developer has not relied and will not rely upon any experience, awareness or expertise of City or DIA regarding the aforesaid matters.

ARTICLE 4
DISBURSEMENT REQUESTS

4.1 Request for Disbursement; Payment by City. For each Disbursement request, which shall be made no more frequently than once every two months on a reimbursement basis, Developer shall submit to the City, at least thirty (30) calendar days prior to the requested date of disbursement, a completed written disbursement request (each, a "Disbursement Request") in the form as set forth in **Exhibit E** attached hereto. Disbursements shall be made on a reimbursement basis for work performed and for which payment has been made by Developer. Each Disbursement Request shall certify in detail, reasonably acceptable to the City, (a) the unit price schedule of values, that includes the cost of the labor that has been performed and the materials that have been incorporated into the Museum Improvements under construction, and (b) the amount of the Disbursement that Developer is seeking in accordance with the amounts set forth in the Budget and subject to Section 1.4 above. Each Disbursement Request shall be accompanied by the following supporting data: (i) invoices, waivers of mechanic's and materialmen's liens obtained for payments made by Developer on account of Direct Costs as of the date of the Disbursement Request, and (ii) AIA Forms G702 and G703 certified by the General Contractor and Design Professional for the completed Museum Improvements under construction (collectively, the "Supporting Documentation"). The City shall pay to Developer the amount of each Disbursement Request submitted by Developer in accordance with the applicable requirements of this Agreement, within thirty (30) calendar days of the City's receipt of such Disbursement Request, provided, however, that if the City reasonably disputes any portion of the Disbursement Request, the City shall provide written notice to Developer of such dispute within ten (10) business days of the City's receipt of such Disbursement Request. Thereafter, the parties shall negotiate in good faith to resolve such dispute. Notwithstanding the City's rights to dispute a Disbursement Request as set forth herein, in the event of such a dispute, the City shall, within such original fifteen (15) business day period, disburse to Developer the non-disputed portion of the funds requested pursuant to such Disbursement Request. Each Disbursement Request shall be accompanied by a certification by Developer's Design Professional of (a) updated budgets showing the amount of expenditures for the Museum Improvements to date, (b) the percentage of completion of the Museum Improvements and (c) estimates of the remaining costs to complete the overall Museum Improvements. Developer shall also promptly furnish to City such other information concerning the Museum Improvements as City may from time-to-time reasonably request.

4.2 Inspection. Upon receiving each Disbursement Request, the City will determine in its reasonable discretion (a) whether the Work completed to the date of such Disbursement Request has been done satisfactorily and in accordance with the Plans and Specifications, (b) the percentage of construction of the Museum Improvements completed as of the date of such Disbursement Request for purposes of determining, among other things, the Direct Costs actually incurred for Work in place as part of such Museum Improvements as of the date of such Disbursement Request,

(c) the actual sum necessary to complete construction of such Museum Improvements in accordance with the Plans and Specifications, and (d) the amount of time from the date of such Disbursement Request which will be required to complete construction of such Museum Improvements in accordance with the Plans and Specifications until such Museum Improvements are completed. All inspections by or on behalf of the City shall be solely for the benefit of the City, and Developer shall have no right to claim any loss or damage against City or DIA arising from any alleged (i) negligence in or failure to perform such inspections, or (ii) failure to monitor Disbursements or the progress or quality of construction.

4.3 Disbursements. The City shall have no obligation after making Disbursements in a particular manner to continue to make Disbursements in that manner, except that the City shall provide Developer reasonable advance notice of any change in the City's disbursement procedures, and any new disbursement procedures shall be commercially reasonable and in conformance with this Agreement. Notwithstanding the foregoing, the City's records of any Disbursement made pursuant to this Agreement shall, in the absence of manifest error, be deemed correct and acceptable and binding upon Developer.

4.4 No Warranty by City or DIA. Nothing contained in this Agreement or any other Project Document shall constitute or create any duty on or warranty by the City or DIA regarding (a) the accuracy or reasonableness of the Budget, (b) the proper application by Developer of the Disbursement proceeds, (c) the quality of the Museum Improvements, or (d) the competence or qualifications of the General Contractor, Design Professional, any other party furnishing labor or materials in connection with the construction of the Museum Improvements. Developer acknowledges that Developer has not relied and will not rely upon any experience, awareness or expertise of the City or DIA regarding the aforesaid matters.

ARTICLE 5
CONDITIONS TO DISBURSEMENTS

5.1 **General Conditions**. Subject to compliance by Developer with the terms and conditions of this Agreement, the City shall make Disbursements to Developer for Direct Costs of the Museum Improvements, up to the Maximum City Funding Disbursement Amount, with the Developer responsible for all costs in excess thereof; provided, however, that in no event shall the City be obligated to make Disbursements in excess of the sum of the Direct Costs applicable to such Museum Improvements. The City will have no obligation to make any Disbursement (a) unless City is satisfied, in its reasonable discretion, that the conditions precedent to the making of such Disbursement have been satisfied; or (b) if an Event of Default or an event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing.

5.2 **Conditions to Initial Disbursement**. The City's obligation hereunder to make the initial Disbursement with respect to the Museum Improvements is conditioned upon the City's receipt of the following, each in form and substance reasonably satisfactory to the City:

5.2.1 Each of the Project Documents duly executed as necessary to be enforceable against the parties thereto, and that no Event of Default or event which, with the giving

notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing under any of the Project Documents.

5.2.2 If any portion of the Museum Improvements has been constructed, a satisfactory inspection report with respect to such portion of the Museum Improvements from City or DIA staff, as applicable.

5.2.3 The Supporting Documentation described in Section 4.1 above.

5.3 **Conditions to Initial Disbursement for Verified Direct Costs of Museum Improvements Design Costs.** The City's obligation hereunder to make the initial Disbursement with respect to the Museum Improvements design costs is conditioned upon the City's receipt of the following, each in form and substance reasonably satisfactory to the City:

5.3.1 Satisfaction of each condition as set forth in Section 5.2 hereof.

5.3.2 Developer has submitted its application for 10-set final review after corrections for the Museum Improvements, and all approvals and documentation necessary to disburse the MOSH Funding pursuant to this Agreement to fully fund the design and construction of the Museum Improvements have been obtained.

5.4 **Conditions to Subsequent Disbursements**. The City's obligations hereunder to make any subsequent Disbursements with respect to the Museum Improvements are conditioned upon City's receipt of the following, each in form and substance reasonably satisfactory to the City:

5.4.1 Disbursement Request, together with all required Supporting Documentation;

5.4.2 Except for subsequent disbursements for pre-construction costs, evidence that Developer has obtained all Governmental Approvals or, after construction has commenced, a satisfactory inspection report with respect to the applicable Museum Improvements from the City, which shall be delivered with the applicable Disbursement Request; and

5.4.3 An updated Budget (showing the amount of money spent or incurred to date on particular items and the remaining costs for the Museum Improvements under construction).

5.4.4 Additionally, prior to any Disbursement hereunder for the costs of construction of any portion of the Museum Improvements, the City must be satisfied that all necessary approvals from governmental or quasi-governmental authorities (including without limitation the St. Johns River Water Management District and FDEP) having jurisdiction over the Museum Improvements, including but not limited to street openings or closings, zonings and use and occupancy permits, sewer permits, stormwater drainage permits, and environmental permits and approvals (the "**Governmental Approvals**"), have been obtained for the applicable Museum Improvements under construction, and are or will be final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.

5.5 **Conditions to Final Disbursement**. The City's obligation hereunder to make the final Disbursement with respect to the Museum Improvements is conditioned upon City's receipt of all of the following, each in form and substance reasonably satisfactory to the City:

5.6 Disbursement Request, together with all required Supporting Documentation.

5.7 Evidence that Developer has obtained all Governmental Approvals for the completed Museum Improvements and a satisfactory inspection report with respect to the Museum Improvements from the City, which shall be delivered by Developer with the Disbursement Request.

5.8 An updated Budget, showing the amount of money spent or incurred to date on all of the Museum Improvements.

5.9 Additionally, prior to any final Disbursement hereunder for the costs of construction of the Museum Improvements, the City must be satisfied that all necessary Governmental Approvals have been obtained or will be obtained in due course for the Museum Improvements, and are or will be final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.

5.10 A final as-built survey showing all of the Museum Improvements and applicable easements in compliance with the requirements of Section 7.9.

5.11 Evidence satisfactory to the City that Developer has completed construction of the Museum Improvements, and each of the items set forth in the Museum Improvements Completion Conditions set forth in Section 7.13 below.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

Developer represents and warrants to City that, to its knowledge:

6.1 Authority; Enforceability. (a) The execution and delivery hereof has been approved by all parties whose approval is required under the terms of the governing documents of Developer; (b) this Agreement and any documents executed in connection herewith do not violate any of the terms or conditions of such governing documents and this Agreement is binding upon Developer and enforceable against it in accordance with its terms; (c) the person(s) executing this Agreement on behalf of Developer is (are) duly authorized and fully empowered to execute the same for and on behalf of Developer; and (d) Developer is duly authorized to transact business in the State of Florida and has received all necessary permits and authorizations required by appropriate governmental agencies as a condition to doing business in the State of Florida.

6.2 Survival. All of the representations and warranties of Developer, as set forth in this Agreement, shall survive the making of this Agreement and shall be continuing for a period of one year after the Completion Date as set forth herein.

ARTICLE 7
COVENANTS

7.1 Construction of the Museum Improvements. Subject to the provisions of Section 11.2 and unless otherwise agreed in writing by City, ongoing physical construction of the Museum Improvements shall commence by the Commencement Date as established pursuant to Section 3.7 and shall be carried on diligently without any Impermissible Delays.

7.2 Manner of Construction of the Museum Improvements. The Museum Improvements shall be constructed in a good and workmanlike manner, in substantial accordance with the applicable Plans and Specifications and in compliance with all state, federal and local laws.

7.3 Plans and Specifications for the Museum Improvements. Prior to the Commencement of Construction of the Museum Improvements and prior to entering into any constructions contracts for the same, the City shall have received and approved in its reasonable discretion the Plans and Specifications and Budget (for the purposes of this Article 7, collectively, the "Plans") prepared by Developer's design team for the Museum Improvements. The Plans (i) will comply with all applicable City/state/federal standards, and with the provisions of this Agreement, (ii) shall be reviewed by the City and DIA within thirty (30) days of submission in form acceptable to the City, and (iii) shall be subject to the City's and DIA's approval. Developer shall use the approved Plans and Specifications to solicit bids and/or proposals for the construction of such Museum Improvements. The City shall be given the opportunity to review all bids and approve the final award in its reasonable discretion. City representatives shall have access to any portion of the Museum Improvements during construction to confirm such Museum Improvements are constructed consistent with the approved Plans.

7.4 Pre-Construction Surveys. On or before the Commencement Date, Developer shall deliver to the City surveys (meeting Florida minimum technical standards) and legal descriptions, which will cover such Museum Improvements as well as the location of utility and drainage easements and utility sites. The form and content of the surveys and legal descriptions shall be reasonably satisfactory to City which shall indicate their approval in writing after approving of such form and content in accordance with their respective standard practices.

7.5 Developer Responsibilities; Ownership of Museum Improvements. After the Effective Date, Developer shall be responsible for overseeing the design, permitting and construction of the Museum Improvements under the terms and conditions of this Agreement. City, at all times, shall be the owner and have title to all materials incorporated into the Museum Improvements, as well as owner of the entirety of the Museum Improvements during construction and after Substantial Completion thereof.

7.6 Award of Design Professional's Contract(s) and Construction Contract(s).

7.6.1 Developer shall be responsible for competitively and publicly soliciting professional services, including design and engineering professionals and to conduct the Work in compliance with Section 287.055, Florida Statutes, as applicable, and otherwise in compliance with applicable State of Florida law and this Agreement, and in consultation with the City Procurement Department. Competitive solicitation of all professional services, construction services, and/or other equipment and materials for the construction of the Museum Improvements shall be in compliance with Section 287.055, and Section 255.20, Florida Statutes, as applicable.

All potential bidders shall be prequalified to do business with the City pursuant to the requirements and procedures set forth by the Chief of Procurement and the Ordinance Code of the City of Jacksonville. To the extent competitive solicitation is required for the Museum Improvements, the bidder or bidders selected by Developer in its final award may or may not have submitted the absolute lowest bid; provided, however, that prior to the actual bid award to any bidder other than the lowest bidder, the City shall be given the opportunity to review and approve the bid analysis and award procedures utilized in Developer's final award. City shall have the right to review the bid analysis and award procedures to confirm that such bid and award procedures were conducted in compliance with Florida law. All planning, design and construction services shall be conducted by design professionals, construction companies and/or equipment and material suppliers licensed or certified to conduct business in the State of Florida and the City. Nothing herein shall be deemed to (1) confer any rights on third parties, including any bidders, prospective bidders, contractors or subcontractors, or (2) impose any obligations or liability on the City. Notwithstanding anything to the contrary herein, the bidding and contract award procedures for the Museum Improvements must comply with the procurement requirements of Florida law for public construction projects, including but not limited to Section 287.055, Florida Statutes.

7.6.2 After awarding the Construction Contract for any portion of the Museum Improvements, Developer shall in a timely manner notify the General Contractor to proceed with the Work of constructing such portion of the Museum Improvements. No notice to proceed shall be given until, and the parties' obligations hereunder shall be conditioned upon, satisfaction of the following conditions:

(a) The City shall have received evidence reasonably satisfactory to it that the cost of the Museum Improvements to be constructed will not exceed the amount set forth in the Budget, and that such Museum Improvements will be completed by the Completion Date;

(b) Developer shall provide to the City payment and performance bonds in form and content acceptable to the City in accordance with this Agreement as set forth in Section 7.21 below;

(c) The City shall have received such assurances as may reasonably be required that all necessary permits and other governmental requirements for construction of the Museum Improvements have been received and satisfied or can be received and satisfied in due course.

7.6.3 Developer, the Design Professionals and General Contractor, in consideration of the fees set forth in the Budget, shall perform construction contract management, including obtaining of required testing, inspecting the Work and rendering periodic reports to the City on the progress of the Museum Improvements in compliance with procedures reasonably satisfactory to the City. The City shall be entitled to review and approve the General Contractor's (or construction manager's) draw requests (to be submitted in a City approved format).

7.7 Prosecution of Work. Developer, the Design Professionals and General Contractor, in consideration of the fees set forth in the Budget, shall perform construction contract management, including obtaining of required testing, inspecting the Work and rendering monthly

reports to City on the progress of the Museum Improvements if requested by City. Developer shall work diligently to complete construction of the Museum Improvements in a timely and reasonable manner. The threshold inspector selected consistent with Section 553.79, Florida Statutes, shall be paid solely from the City Funding, provided such costs shall be deemed a Verified Direct Cost and the aggregate City Funding authorized by this Agreement shall comply with the Museum Improvements Funding Ratio.

7.8 Liens and Lien Waivers. Developer shall take all action necessary to have any mechanic's and materialmen's liens, judgment liens or other liens or encumbrances related to the Museum Improvements released or transferred to bond within ten business (10) days of the date Developer receives notice of the filing of such lines or encumbrances. Neither the City nor the DIA shall be responsible for any lien or encumbrance related to the Museum Improvements but City shall work cooperatively with Developer for Developer to bond over or remove any such lien or encumbrance. Developer shall be responsible for assuring compliance in all respects whatsoever with the applicable mechanic's and materialmen's lien laws.

7.9 As-Built and Other Surveys. Developer shall deliver to City, in compliance with City's survey requirements, an as-built survey of the Museum Improvements within sixty (60) after Substantial Completion of construction thereof.

7.10 Compliance with Laws and Restrictions. All construction of any portion of the Museum Improvements shall be performed in accordance with all applicable statutes, ordinances, codes, regulations and restrictions. All contractors, subcontractors, mechanics or laborers or other persons providing labor or material in construction of any portion of the Museum Improvements shall have or be covered by worker's compensation insurance, if required by applicable law.

7.11 Ownership of Construction Documents. As security for the obligations of Developer under this Agreement, Developer hereby grants, transfers and assigns to City all of Developer's right, title, interest (free of any security interests of third parties) and benefits in or under the Construction Documents, including any copyrights thereto. Developer represents and warrants that it has permission and authority to convey ownership of the Construction Documents as set forth herein.

7.12 Authority of City/DIA to Monitor Compliance. During all periods of design and construction, Developer shall permit the City's Director of Public Works, Director of Parks, Recreation and Community Services, or their respective designated personnel, to monitor compliance by Developer with the provisions of this Agreement, the Construction Documents and the Museum Improvements Documents. During the period of construction and with prior notice to Developer, representatives of City shall have the right of access to Developer's records and employees, as they relate to Museum Improvements, during normal business hours, provided, however, that Developer shall have the right to have a representative of Developer present during any such inspection.

7.13 Completion of the Museum Improvements. Subject to the terms of this Agreement and to the Force Majeure provisions of Section 11.2, Developer shall Complete Construction of the Museum Improvements by no later than the Completion Date. For purposes of this Agreement, completion of the Museum Improvements shall be deemed to have occurred only when the

following conditions (the "Museum Improvements Completion Conditions") shall have been satisfied:

7.13.1 Upon Completion of the Museum Improvements, Developer shall submit to City a proper contractor's final affidavit and releases of liens from each contractor, subcontractor and supplier, or other proof satisfactory to City, confirming that payment has been made for all materials supplied and labor furnished in connection with such Museum Improvements through the date of Substantial Completion reflected in the Disbursement Request;

7.13.2 The Museum Improvements shall have been finally completed in all material respects in substantial accordance with the applicable Plans and Specifications, as verified by a final inspection report satisfactory to City from Developer's construction inspector, certifying that the Museum Improvements have been constructed in a good and workmanlike manner and are in satisfactory condition and are ready for immediate use;

7.13.3 The City shall have issued the Substantial Completion Letter as to the Museum Improvements stating that the Museum Improvements are Substantially Complete and may be used for their intended purpose; and

7.13.4 Developer shall cause the General Contractor to provide a one-year warranty on the Museum Improvements, with said warranty commencing on Substantial Completion and acceptance by the City of the Museum Improvements.

7.14 Change Orders. In connection with any portion of the Museum Improvements, no material amendment shall be made to the Plans and Specifications, the Design Professional's Contract(s) or the Construction Contract, nor shall any change orders be made thereunder, without the prior written consent of the City in their reasonable discretion. Developer shall notify the City in writing of any requested changed condition/change order, which shall describe the changed scope of work, all related costs, and any necessary delay in the Completion Date ("Developer Change Order Request"). Within seven (7) business days after receipt of a Developer Change Order Request, the City will determine if the Developer Change Order Request is justified and will respond to Developer in writing as to whether or not the City and DIA approve the Developer Change Order Request and whether the City and DIA are willing to authorize any associated delay in the Completion Date set forth therein. If the City and DIA do not approve the Developer Change Order Request, the City and DIA will have an additional ten (10) business days to evaluate and respond to Developer in writing. Once a Developer Change Order Request has been agreed upon by Developer, City and DIA, a formal Change Order, describing the agreed scope of work, and applicable extension of the Completion Date, will be executed by both parties within ten (10) business days ("Approved Change Order"). The parties acknowledge that the Work that is the subject of a Developer Change Order Request will not proceed during the City/DIA change order response period, but other Work that will not affect or be affected by the Work that is the subject of a Developer Change Order Request will not be stopped during the City/DIA change order response period. Notwithstanding anything herein, any increased costs in excess of the City Funding and MOSH Funding for the Museum Improvements resulting from any and all Approved Change Orders during the construction of the Museum Improvements shall be the responsibility of Developer. For the purposes of this Section 7.14, "material" amendment to the Plans and Specifications, the Design Professional's Contract(s) or the Construction Contract is defined as an

amendment with related costs in excess of $10,000 and/or that change the scope of the Museum Improvements or associated delays in the Completion Date.

7.15 Subcontractors. Developer agrees that it will not engage or permit the General Contractor to engage or continue to employ any contractor, subcontractor or materialman who may be reasonably objectionable to City. If requested by City, Developer shall deliver to City a fully executed copy of each of the agreements between Developer and such contractors and between the General Contractor and its subcontractors, each of which shall be in form and substance reasonably satisfactory to City. City's approval of a construction contract is specifically conditioned upon the following: (a) the total contract price thereof does not exceed the fair and reasonable cost of the Work to be performed thereunder, (b) the contractor or subcontractor is of recognized standing in the trade, and is otherwise reasonably acceptable to City, and (c) approval of the City's Procurement Department based on its standard prequalification criteria for construction work on City property, provided such contractors or subcontractors are determined by Developer to be qualified and experienced in the design and construction of the Museum Improvements.

7.16 Discrimination. Developer shall not discriminate against any person, or group of persons on account of race, color, creed, sex, age, religion, national origin, marital status, handicap, having children or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of all or any part of the Museum Improvements nor shall Developer or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with the reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sublessees or vendees thereof.

7.17 Indemnification.

Developer shall indemnify the City, the DIA and their respective employees, agents, representatives, successors, assigns, contractors and subcontractors (collectively "Indemnified Parties") against and from all liabilities, damages, losses, costs, and expenses of whatsoever kind or nature, including, but not limited to, reasonable attorney's fees, reasonable expert witness fees and court costs (all of which are collectively referred to as "Damages"), arising out of or in connection with any negligent act or omission or willful misconduct of Developer, the General Contractor or any of their respective employees, contractors, agents or representatives (collectively, the "Developer Parties") in connection with the Developer Parties' construction of the Museum Improvements, which Damages are not paid or reimbursed by or through the Payment and Performance Bond or Insurance as required under this Agreement. This indemnification shall survive the expiration or termination of this Agreement. The term "Indemnified Parties" as used in this Section shall include the DIA, the City, and all officers, board members, DIA Board members, City Council members, employees, representatives, agents, successors and assigns of DIA or the City. This Section 7.17 shall survive the expiration, earlier termination or completion of this Agreement for a period of five (5) years.

7.18 Insurance and Bond Requirements. See **Exhibit G** attached hereto and incorporated herein by this reference for the insurance and bond requirements of the General Contractor.

7.19 Materials and Workmanship. All workmanship, equipment, materials and articles incorporated in the Work are to be new and in accordance with City's Standards, Specification and

Details to be provided by City. Developer shall furnish the City with certified copies of test results made of the materials or articles which are to be incorporated in the Work for approval. When so directed, samples of materials shall be submitted for approval. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection, removal and replacement at Developer's expense. If not otherwise provided, material or Work called for in this Agreement shall be furnished and performed in accordance with the manufacturer's instructions and established practice and standards recognized by architects, engineers and the trade.

7.20 Warranty and Guarantee of Work.

7.20.1 Developer warrants to the City that all Work will be of good quality, and substantially in compliance with this Agreement and in accordance with the provisions of Section 7.19. All Work not in conformance to the requirements of this Agreement, including substitutions not properly approved and authorized, may be considered defective. If required by City, Developer shall provide satisfactory evidence as to the quality, type and kind of equipment and materials furnished. This warranty is not limited by, nor limits any other warranty-related provision in this Agreement.

7.20.2 If, within one year of acceptance of the Museum Improvements by City, or within such longer period of time prescribed by law or by the terms of any special warranty provision of this Agreement, any of the Work is found to be defective or not in conformance with this Agreement, Developer shall cause the General Contractor to correct it promptly after notice of such defect or nonconformance. Corrective Work during the warranty period shall also be warranted for a period of one year, with each corrective effort in turn being warranted for a period of one year of satisfactory performance. This obligation shall survive termination, expiration or completion of the Agreement. City shall give notice to Developer promptly after discovery of the condition.

7.20.3 Developer shall bear the cost of correcting or removing all defective or nonconforming Work, including the cost for correcting any damage caused to equipment, materials or other Work by such defect or the correcting thereof.

7.20.4 Developer shall correct any defective or nonconforming Work to the reasonable satisfaction of City, and any of the Work, equipment or materials damaged as a result of such condition or the correcting of such condition, within thirty (30) calendar days of notice of such condition. Should Developer fail to timely correct defective or non-conforming Work under warranty, City, or a third-party contractor on behalf of City, may correct such Work itself and Developer shall reimburse City for the costs of such corrective Work promptly and no later than thirty (30) days after receipt of an invoice from City pertaining to such corrective Work undertaken by City. If Developer fails to correct the nonconforming or defective Work, Developer will be in default hereunder.

7.20.5 Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Developer may have under this Agreement. The establishment of the time period of one year after the date of Substantial Completion, or such longer period of time as may be prescribed by law or by the items of any warranty required by this

Agreement, relates only to the specific obligation of Developer to correct the Work and has no relationship to the time within which its obligation to comply with this Agreement may be sought to be enforced, nor the time within which proceedings may be commenced to establish Developer's liability with respect to its obligations other than specifically to correct the Work.

7.21 Payment and Performance Bonds.

7.21.1 Developer shall cause the General Contractor to furnish Performance and Payment Bonds consistent with the requirements of Section 255.05, Florida Statutes, as security for its faithful performance under this Agreement. The Bonds shall be in an amount at least equal to the amount of the Direct Costs for the construction of the Museum Improvements. The Bonds shall be in a form acceptable to the City, and with a surety that is acceptable to the City's Division of Insurance and Risk Management. The cost thereof shall be included in the applicable Budget.

7.21.2 The Performance and Payment Bonds for the Museum Improvements shall accompany the Budget and Plans and Specifications submitted to the City for approval. The Performance and Payment Bonds shall be recorded and delivered prior to Commencement of the Museum Improvements.

7.21.3 If any surety upon any bond furnished in connection with this Agreement becomes unacceptable to the City, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the City, Developer shall, at its own expense, promptly furnish such additional security as may be required from time to time to protect the interests of the City and of persons supplying labor or materials in the prosecution of the Work contemplated by this Agreement and as permitted in the Budget.

7.22 Jacksonville Small and Emerging Businesses (JSEB) Program.

Developer, in further recognition of and consideration for the public funds provided to assist Developer pursuant to this Agreement, hereby acknowledges the importance of affording to small and emerging vendors and contractors the full and reasonable opportunity to provide materials and services ("Opportunity"). Therefore, Developer hereby agrees as follows:

7.22.1 Developer shall obtain from City's Procurement Division the list of certified Jacksonville Small and Emerging Businesses ("JSEB"), and shall, in accordance with Jacksonville Ordinance Code ("Code") Sections 126.601 et seq., use good faith efforts to enter into contracts with City certified JSEBs to provide materials or services in an aggregate amount of twenty percent (20%) of the total Verified Direct Costs of the construction of the Museum Improvements or the City's maximum contribution to the Museum Improvements, whichever is less, provided such JSEBs are determined by Developer to be qualified and experienced in the design and construction of the Museum Improvements.

7.22.2 Developer shall submit a JSEB report regarding Developer's actual use of City certified JSEBs for design, engineering, permitting, construction and inspection of the Museum Improvements. A JSEB report shall be submitted on a quarterly basis until Substantial Completion of Construction of the Museum Improvements. The form of the report to be used for the purposes of this Section is attached hereto as **Exhibit H** (the "JSEB Reporting Form").

7.23 Indemnification by Contractors.

Developer agrees to include the indemnification provisions set forth in **Exhibit I**, attached hereto and incorporated herein, in all contracts with contractors, subcontractors, consultants, and subconsultants who perform work in connection with this Agreement.

ARTICLE 8
NO ASSIGNMENT OR CONVEYANCE; RESTRICTIONS ON ENCUMBRANCE

8.1 Assignment; Limitation on Conveyance. Developer agrees that it shall not, without the prior written consent of City and DIA, assign, transfer or convey this Agreement or the Museum Improvements Documents or any provision hereof or thereof. The provisions of this section shall not apply to any assignment, transfer or conveyance as collateral or to the sale or conveyance to the holder of any mortgage encumbering all or any portion of Developer's leasehold interest in the property, if any. Any such sale, assignment or conveyance in violation of this section shall constitute a default hereunder, and City may continue to look to Developer to enforce all of the terms and conditions of this Agreement as if such purported sale, assignment or conveyance had not occurred. Any authorized assignment hereunder shall be pursuant to an assignment and assumption agreement in form and content acceptable to the City and DIA in their reasonable discretion.

ARTICLE 9
EVENTS OF DEFAULT AND REMEDIES

9.1 **Event of Default**. The following shall constitute an event of default (each, an "Event of Default") hereunder:

9.1.1 A breach by any party of any other term, covenant, condition, obligation or agreement under this Agreement, and the continuance of such breach for a period of thirty (30) days after written notice thereof shall have been given to such party, provided, however, that if such breach is not reasonably susceptible to cure within thirty (30) days, then the time to cure such breach shall be extended to ninety (90) days so long as the defaulting party is diligently and in good faith pursing such cure;

9.1.2 Any representation or warranty made by any party in this Agreement or the RDA and related documents shall prove to be false, incorrect or misleading in any material respect as of the Effective Date, which is not cured as provided in Section 9.1.1;

9.1.3 A continuing default after any applicable cure period under the Museum Improvements Documents;

9.1.4 The termination of, or default under, the Construction Contract by Developer or the General Contractor, provided, however, that in the event the Construction Contract is terminated, Developer shall have up to ninety (90) days in which to enter into a replacement Construction Contract, on such terms and with such other General Contractor as shall be reasonably acceptable to City;

9.1.5 Failure of Developer to complete the Museum Improvements in accordance with the Plans and Specifications which, in the reasonable judgment of the City Director of Public Works, results in a Museum Improvements which will not adequately serve the City;

9.1.6 Failure of Developer to Complete Construction of the Museum Improvements, or abandonment of or cessation of Work on any portion of the Museum Improvements at any time prior to completion for a period of more than thirty (30) consecutive business days, except on account of Force Majeure, in which case such period shall be the lesser of the actual period of delay or ninety (90) consecutive days;

9.1.7 The entry of a decree or order by a court having jurisdiction in the premises adjudging the defaulting party bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the such party under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a receiver, liquidator, custodian, assignee, or sequestrator (or other similar official) of such party or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuation of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days; or

9.1.8 The institution by any party of proceedings to be adjudicated bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it to the institution of bankruptcy or insolvency proceedings against it, or the filing of a petition or answer or consent seeking reorganization or relief under the United States Bankruptcy Code or any other similar applicable federal or state law, or the consent by it to the filing of any such petition or to the appointment of a receiver, liquidator, custodian, assignee, trustee or sequestrator (or other similar official) of such party of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due.

9.2 Disbursements. Upon or at any time after the occurrence of an Event of Default, subject to the notice and cure requirements set forth in Section 9.1.1, the City may refuse to make the Disbursement and terminate City's commitment to make any portion of the Disbursement hereunder, except for Verified Direct Costs for work actually performed prior to the date giving rise to the Event of Default.

9.2.1 In the event Developer's action giving rise to an Event of Default pertains to any failure by Developer to commence with or complete construction of the Museum Improvements within the time periods required herein, the City shall be entitled (but not obligated) to (i) complete the applicable the Museum Improvements, and (ii) terminate the City's obligation to pay for any other Museum Improvements costs hereunder. Developer shall remain obligated to the City for any amounts owed by Developer hereunder as a result of such default.

(a) Provided however, if the Event of Default and failure of Developer to cure described above is caused by unforeseen events, Force Majeure (as set forth in Section 11.2) or third party actions which are outside the control of Developer, then in such event the City shall meet with Developer to consider alternative

resolutions and shall use reasonable efforts and reasonably cooperate with Developer to reach a mutually acceptable amendment to this Agreement.

(b) In the event that the Event of Default and failure of Developer to cure is caused by Developer's acts or omissions, then upon termination the City may use an alternative general contractor or development manager selected in its sole discretion provided however such general contractor or development manager shall complete the Museum Improvements in accordance with the terms and conditions of this Agreement and all Exhibits hereto.

9.2.2 Developer agrees that an Event of Default under this Agreement shall constitute a default under the Project Documents as to which no additional notice or right to cure shall apply.

9.2.3 Notwithstanding anything herein, upon any breach by the City or DIA hereunder, Developer's maximum damages hereunder (including prejudgment interest) shall be limited to the undisbursed Direct Costs required for the completion of the construction of the Museum Improvements previously Commenced and then under construction in accordance with this Agreement. Any such damages amount will be used by Developer only for the construction of the Museum Improvements then under construction in accordance with the costs in the Budget and pursuant to the Plans and Specifications, and shall be disbursed periodically in partial amounts by the City pursuant to the Disbursement terms and conditions of this Agreement so that a particular Disbursement will only be made after receipt by the City of a Disbursement Request and the completion by Developer of the portion Museum Improvements to which such Disbursement Request applies. The provisions of this Article 9 shall survive the expiration or termination of this Agreement.

ARTICLE 10
ENVIRONMENTAL MATTERS

10.1 Environmental Laws. "Environmental Laws" or "Environmental Law" shall mean any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste-water, storm water runoff, retention ponds, storm water systems, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, regulations, orders, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) ("CERCLA"); (ii) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) ("RCRA"); (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); (v) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vii) the Safe Drinking Water Act (42 U.S.C. Section 300f et seq.); (viii) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (ix) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and

42 U.S.C.); (x) Title III of the Superfund Amendments and Reauthorization Act (42 U.S.C. Section 11001 et seq.); (xi) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.); (xii) the Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.); (xiii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (xiv) the Noise Control Act (42 U.S.C. Section 4901 et seq.); (xv) Chapter 62-780, Florida Administrative Code (FAC) Contaminated Site Cleanup Criteria; and (xvi) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 11001 et seq.).

10.2 Hazardous Materials. "Hazardous Materials" means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law. Without limiting the generality of the foregoing, the term shall mean and include: (a) "Hazardous Substance(s)" as defined in CERCLA, the Superfund Amendments and Reauthorization Act of 1986, or Title III of the Superfund Amendments and Reauthorization Act, each as amended, and regulations promulgated thereunder including, but not limited to, asbestos or any substance containing asbestos, polychlorinated biphenyls, any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes; (b) any petroleum or petroleum-derived waste or product or related materials, and any items defined as hazardous, special or toxic materials, substances or waste; (c) "Hazardous Waste" as defined in the Resource Conservation and Recovery Act of 1976, as amended, and regulations promulgated thereunder; (d) "Materials" as defined as "Hazardous Materials" in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder; (e) "Chemical Substance" or "Mixture" as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder; and (f) mold, microbial growth, moisture impacted building material, lead-based paint or lead-containing coatings, components, materials, or debris, and self-illuminated tritium containing structures, including but not limited to tritium containing exit signs.

10.3 Release of Liability. In the event that Hazardous Materials are discovered within the Museum Improvements Area that affect the construction of the Museum Improvements, any increased cost for such work shall be the responsibility of MOSH. In the event the Florida Department of Environmental Protection or other governmental entity having jurisdiction regarding Hazardous Materials compels remediation work to be undertaken within the Museum Improvements Area, as between Developer and the City, such work in excess of the Maximum City Funding Disbursement Amount will be the responsibility of MOSH. In the event Developer handles Hazardous Materials attendant to construction of the Museum Improvements, it shall do so in compliance with all applicable Environmental Laws and shall be responsible for the health and safety of its workers in handling these materials.

10.4 Developer Release of Hazardous Materials. Developer shall be responsible for any new release of Hazardous Materials within the Museum Improvements Area directly caused by the actions of Developer occurring after the Effective Date of this Agreement or the RDA ("New Release"). For purposes of clarity, any migration of Hazardous Materials within, into or out of the Museum Improvements Area shall not constitute a New Release caused by Developer, provided, however, the Developer shall be responsible to the extent of any increased liability or financial costs incurred by the City for the spreading, worsening, or exacerbation of a release if directly caused by the negligence, recklessness or intentional wrongful conduct of Developer. Developer

shall indemnify and hold the City and its members, officials, officers, employees, and agents harmless from and against any and all claims, costs, damages, or other liability, incurred by the City in connection with New Releases or the spreading, worsening, or exacerbation of a release directly caused by the Developer to the extent of and due to Developer's negligence, recklessness, or intentional wrongful misconduct.

ARTICLE 11
GENERAL PROVISIONS

11.1 Non-Liability. No member, official or employee of City shall be personally liable to Developer or to any person with whom Developer shall have entered into any contract, or to any other person in the event of any default or breach of City or for any amount which may become due to Developer or any other person under the terms of this Agreement.

No director, officer or employee of Developer shall be personally liable to City or to any person with whom City shall have entered into any contract, or to any other person in the event of any default or breach of Developer, or for any amount which may become due to City or any other person under the terms of this Agreement.

11.2 Force Majeure. No party to this Agreement shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualty, declared state of emergency, acts of God, acts of public enemy, epidemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities service, lack of transportation, severe weather and other acts or failures beyond the control or without the control of any party (collectively, a "Force Majeure Event"); provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay. A party affected by a Force Majeure Event (the "Affected Party") shall immediately notify the other party ("Non-Affected Party") in writing of the event, giving sufficient details thereof and the likely duration of the delay. The Affected Party shall use all commercially reasonable efforts to recommence performance of its obligations under this Agreement as soon as reasonably possible. In no event shall any of the foregoing excuse any financial liability of a party.

11.3 Notices. All notices to be given hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by a courier service utilizing return receipts, to the party at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notice shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, or the date actually received if sent by personal delivery or courier service, except that notice of a change in address shall be effective only upon receipt.

11.3.1 DIA and City:

Department of Public Works
214 N. Hogan Street, 10th Flr.
Jacksonville, FL 32202

Attn: _____

Downtown Investment Authority
117 W. Duval St., Suite 310
Jacksonville, FL 32202
Attn: _____

With a copy to:

General Counsel
Office of the General Counsel
City Hall – St. James Building
117 West Duval Street, Suite 480
Jacksonville, FL 32202

11.3.2 Developer:

Museum of Science and History
1025 Museum Circle
Jacksonville, FL 32207
Attn: Chief Executive Officer

With a copy to:

Museum of Science and History of Jacksonville, Inc.
1025 Museum Circle, Jacksonville, FL 32207
Attention: Karen Amason, Chief Financial Officer
Email: kamason@themosh.org

11.4 Time is of the Essence. Time is of the essence in the performance by any party of its obligations hereunder.

11.5 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.

11.6 Amendment. No amendment or modification of this Agreement shall be effective or binding upon any party hereto unless such amendment of modification is in writing, signed by an authorized officer of the party claimed to be bound and delivered to the other party.

11.7 Waivers. All waivers, amendments or modifications of this Agreement must be in writing and signed by all parties. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights or remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise

by it, at the same or different times, or any other rights or remedies for the same default or any other default by the other party.

11.8 Severability. The invalidity, illegality or inability to enforce any one or more of the provisions of this Agreement shall not affect any other provisions of this Agreement, but this Agreement will be construed as if such invalid illegal or unenforceable provision had never been contained herein.

11.9 Independent Contractor. In the performance of this Agreement, Developer will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or association of City. Developer and its employees or agents or contractors shall be solely responsible for the means, method, technique, sequences and procedures utilized by Developer in performance of this Agreement.

11.10 Exemption of City/DIA. Neither this Agreement nor the obligations imposed upon City or DIA hereunder shall be or constitute an indebtedness of City or DIA within the meaning of any constitutional, statutory or charter provisions requiring City or DIA to levy ad valorem taxes nor a lien upon any properties of City.

11.11 Parties to Agreement. This is an agreement solely between City, DIA and Developer. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any person not a party hereto other than and the permitted successors or assigns of City, DIA and Developer. This Agreement shall be binding upon Developer, and Developer's successors and assigns, and shall inure to the benefit of City, DIA and their respective successors and assigns; provided, however, Developer shall not assign, transfer or encumber its rights or obligations hereunder or under any document executed in connection herewith, except in accordance with the terms and conditions of Section 8.1 above.

11.12 Venue: Applicable Law; Attorneys' Fees. Venue for the purposes of any and all legal actions arising out of or related to this Agreement shall lie solely and exclusively in the Circuit Court of Duval County, Florida, or in the U.S. District Court for the Middle District of Florida, Jacksonville Division. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement. Each party shall be responsible for its own attorneys' fees and costs related to this Agreement and the Museum Improvements Documents.

11.13 Contract Administration. The City's Director of Public Works, or her respective designees, shall act as the designated representatives of the City to coordinate communications between the City and Developer regarding the administration of this Agreement and to otherwise coordinate and facilitate the performance of the obligations of the City under this Agreement.

11.14 Further Authorizations. The Mayor, or his designee, and the Corporation Secretary, are authorized to execute any and all contracts and documents and otherwise take all necessary or appropriate actions in connection with this Agreement, and to negotiate and execute all necessary and appropriate changes and amendments and supplements to this Agreement and other contracts and documents in furtherance of the Museum Improvements, without further City Council action, provided any such changes and amendments are limited to "technical amendments" and do not change the total financial commitments or the performance schedule, and further provided that all

such amendments and changes shall be subject to legal review by the Office of General Counsel and by all other appropriate official action required by law. The term "technical amendments" as used herein includes, without limitation, changes in legal descriptions and surveys, description of infrastructure and/or Museum Improvements, ingress and egress and utility easements and rights of way, design standards, vehicle access and site plans, to the extent the same have no material financial impact, and to the extent that the Office of General Counsel concurs that no further City Council action would be required to effect such technical amendment.

11.15 Civil Rights. Developer agrees to comply with all of the terms and requirements of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, and the antidiscrimination provisions of Chapter 126, Part 4, of the Code, and further agrees that in its operation under this Agreement it will not discriminate against anyone on the basis of race, color, age, disability, sex or national origin.

11.16 Further Assurances. Developer will, upon the City's request: (a) promptly correct any defect, error or omission in this Agreement or any of the Museum Improvements Documents; (b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of such Museum Improvements Documents and to identify (subject to the liens of the Museum Improvements Documents) any property intended to be covered thereby, including any renewals, additions, substitutions, replacements, or appurtenances to the subject property; (c) execute, acknowledge, deliver, procure, file or record any documents or instruments deemed necessary, desirable or proper by City or DIA to protect the liens or the security interest under the Museum Improvements Documents against the right or interests of third persons; and (d) provide such certificates, documents, reports, information, affidavits or other instruments and do such further acts deemed necessary, desirable or proper by City to carry out the purposes of the Museum Improvements Documents.

11.17 Exhibits. In the event of a conflict between any provisions of this Agreement and any exhibit attached to or referenced in this Agreement, the provisions of this Agreement shall govern.

11.18 Construction. All parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Developer further acknowledges that it has had ample time to review this Agreement and related documents with counsel of choice. Any doubtful or ambiguous provisions contained herein shall not be construed against the party who drafted this Agreement. Captions and headings in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

11.19 Counterparts. This Agreement may be executed in counterparts, which when later combined shall constitute one and the same document as if originally executed together. Scanned or faxed signatures shall suffice as original signatures, and the parties may exchange executed counterparts by fax or email, which shall be valid for all purposes.

11.20 Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of the City's sovereign immunity or the limits of liability as set forth in Section 768.28, Florida Statutes or other law, and nothing in this Agreement shall inure to the benefit of any third

party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement, to be effective on the Effective Date.

ATTEST:

By:_____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By:_____
Donna Deegan, Mayor

DOWNTOWN INVESTMENT AUTHORITY

By: _____
Lori N. Boyer
Chief Executive Officer

Form Approved:

_____
Office of General Counsel

Signed, sealed and delivered
in the presence of:

_____
(Printed Name)_____

_____
(Printed Name)_____

MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC., a Florida not-for-profit corporation

By: _____

Name: _____

Its: _____

GC-#1651258-v10-MOSH_-_Museum_Improvements_Costs_Disbursement_Agreement.docx

Encumbrance and funding information for internal City use:

1Cloud Account for Certification of Funds	Amount

The above-stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Contract; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequently issued purchase orders, as specified in said Contract.

_____
Director of Finance
City Contract Number: _____

LIST OF EXHIBITS

EXHIBIT A	Description of Museum Improvements/Plans and Specifications
EXHIBIT B	Museum Improvements Area
EXHIBIT C	Budget for Design of Museum Improvements
EXHIBIT C-1	Budget for Construction of Museum Improvements
EXHIBIT D	Omitted
EXHIBIT E	Disbursement Request Forms
EXHIBIT F	Omitted
EXHIBIT G	Insurance and Bond Requirements
EXHIBIT H	JSEB Reporting Form
EXHIBIT I	Indemnification Requirements of Contractors

EXHIBIT A

Description of Museum Improvements

[To be supplemented with final, approved 10-set plans once available.]

Minimum Required Construction Costs of $85,000,000 and as further described in this **Exhibit A**, the construction on the Museum Parcel of a building containing a minimum 75,000 gross square feet of space that includes a minimum of 50,000 gross square feet for exhibit and gallery space and otherwise includes classrooms, gift shops, cafes, event space and other spaces associated with a museum, and also includes associated parking, driveways, and, if desired, private outdoor exhibit spaces to be constructed on the Museum Parcel. The Museum Improvements will include the improvements depicted and described in the Final DDRB approved plans consistent with the following criteria in addition to the Downtown Zoning Overlay and design guidelines:

a. MOSH will design the Museum Improvements and the Park Project Improvements with the aspirational goal of creating an iconic venue. Iconic means that the facility will be visually dramatic, unique, and memorable. It will be designed with the intent to draw visitors from around the Southeast Region and serve as an important and enduring landmark contributing to that which defines the City as a distinctive urban center and will remain visually and experientially appealing with the passage of time.

b. The design will comply with the Downtown Overlay Zone Standards as enacted within the Jacksonville Municipal Code, as well as the DDRB's development guidelines except as may otherwise be approved by the DDRB and allowed by Ordinance Code. A minimum 50' building setback from the St. Johns River on all waterfront sides of the Museum Parcel will be required and no portion of the Museum Parcel may encroach within this zone.

c. MOSH shall advise its design team that DIA desires an expanded riverfront park space adjacent to the Riverwalk Improvements to connect parks east and west of the site. To the extent feasible, the building itself and the boundary of the Museum Parcel will be set back 100 feet or more from the bulkhead of the St. Johns River but its riverfront frontage should open to and engage with the Riverfront park. Furthermore, the building should be designed to engage with Bay Street. DIA envisions a walkable activated corridor, and the Project Parcel needs to contribute to the activation of that street frontage. In most instances, retail or restaurant space with direct sidewalk access is required and the zoning Overlay includes a "build to" line.

d. The design of the Museum Parcel may include queueing space for loading and unloading a maximum of 6 buses delivering and picking up museum patrons. Surface parking of buses on the Project Parcel shall not be permitted.

e. In collaboration with the City's Chief Resiliency Officer, the design will include resiliency features, including to the extent practicable the design recommendations set forth in the

2021 Report by the City Council Special Committee on Resiliency and/or other City requirements adopted as of design review, consistent with the term of the Museum Lease. MOSH acknowledges a storm surge simulation has been provided to it by the City, and the results thereof factored into the design.

f. The design must be coordinated with the Hogan's Creek resiliency project which is under design and Emerald trail segment contemplated to cross the site. Preliminary designs contemplate a living shoreline to improve habitat and water quality at the mouth of Hogan's Creek. In addition, the current concept design proposes up to a 100' buffer from the existing bulkhead. The concept design also contemplates a Trail visitor center at Bay Street on the creek front and the trail must connect to the Riverwalk Improvements. Publicly available restrooms for trail and Riverwalk users should be accommodated either in the visitor center or elsewhere within the Park Project. The location of the pedestrian bridge crossing the creek will be subject to coordinated design and placement.

g. A science themed activity node will be included on the Project Parcel executed at a scale, durability and appeal complementing other activity nodes within the Downtown Area. The node marker shall be capable of being lighted at night and visible from other locations along the Riverwalk. If located within the Museum Parcel, MOSH shall have all maintenance obligations in connection therewith.

h. The design will include access to and features complementing the portion of the Riverwalk located adjacent to the Project Parcel.

i. Landscaping will comply with the City's standards, Downtown Design Standards, and the Riverwalk Plant Palette within the Riverwalk adjacent portion of the Project Parcel.

j. The site plan presented to the DIA will be deemed in compliance with the Downtown Overlay Zone Standards if a determination is made by the DDRB that the space between the Museum Improvements and the Bay Street frontage, as finally designed, is consistent with the Downtown Overlay Zone Standards and constitutes qualified urban open space, or a deviation from the "build to" line, meeting the criteria established in said Code. Site plan approval by the DIA is not a determination that either criterion has been met, but assumes one or the other will be, or a revised site plan will be presented to the DIA. A minimum 50' building setback from the river on all waterfront sides of the Project Parcel will be required and no portion of the Museum Parcel may encroach within this zone.

EXHIBIT B

Museum Improvements Area

[To be inserted after confirmation by survey]

EXHIBIT C

Budget for Design of Museum Improvements

[To be inserted upon completion and approval by DIA]

EXHIBIT C-1

Budget for Construction of Museum Improvements

[To be inserted once available]

EXHIBIT D

Omitted

EXHIBIT E

Disbursement Request Form

Name: _____ Request/Draw Number: _____

Address: _____ Document Number: _____

_____

Phone: _____ Date Submitted: _____

Tax ID #: _____

1.	Amount of this request:	$_____
2.	Funds received to date:	$_____
3.	Funds disbursed to date:	$_____
4.	Funds previously requested but not yet received:	$_____

Disbursements will be provided based on Verified Direct Costs of the Museum Improvements.

GRANTEE PAYMENT REQUEST

Project Address: _____

_____

_____

Payment #_____ = 100 % Complete

Total Project Cost: $_____

Amount Requested in this Draw: $_____

Grantee: _____

Including this Draw
Total Disbursements To Date: $_____

Grantee: I hereby request an inspection to receive Payment #_____ for the amount of $ _____. I certify that I have satisfactorily completed the necessary work to justify this request and that all bills incurred for labor used and materials furnished in making said repairs and improvements have been paid in full to this date.

Attached is a description of the work completed, the amount of payment requested by work item and such invoices, receipts, cancelled checks (or evidence that payment has cleared grantee's banking account), and other documents required by the City evidencing that the costs and expenses were actually incurred and paid for by the Grantee and were expended on and pertain to the Work.

Grantee Signature: _____ Date: _____

EXHIBIT F

Omitted

EXHIBIT G

Insurance Requirements

The Developer shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and Developer shall require its General Contractor, Designers, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$1,000,000 Each Accident
	$1,000,000 Disease Policy Limit
	$1,000,000 Each Employee/Disease

This insurance shall cover the Developer (and, to the extent they are not otherwise insured, their General Contractor, Contractors and subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$50,000	Fire Damage
	$5,000	Medical Expenses

Developer shall continue to maintain products/completed operations coverage for a period of ten (10) years after the final completion of the project. The amount of products/completed operations coverage maintained during the ten year period shall be not less than the combined limits of Products/ Completed Operations coverage required to be maintained by Developer in the combination of the Commercial General Liability coverage and Umbrella Liability Coverage during the performance of the Work.

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management.

Automobile Liability $1,000,000 Combined Single Limit (Coverage for all automobiles, owned, hired or non-owned used in performance of the Agreement)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Design Professional Liability	$2,000,000 per Claim $2,000,000 Aggregate

Any entity hired to perform professional services as a part of this Agreement shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement and with a ten (10) year reporting option beyond the annual expiration date of the policy.

Builders Risk %100 Completed Value of the Project

Such insurance shall be on a form acceptable to the City's Office of Insurance and Risk Management. The Builder's Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum $10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the Museum Improvements. Named insured's shall be: Developer, General Contractor, the City, and respective members, officials, officers, employees and agents, the Engineer, and the Program Management Firms(s) (when program management services are provided). The City of Jacksonville, its members, officials, officers, employees and agents are to be named as a loss payee.

Pollution Liability	$1,000,000 per Loss $2,000,000 Annual Aggregate

Any entity hired to perform services as part of this Agreement for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

Pollution Legal Liability	$1,000,000 per Loss $2,000,000 Aggregate

Any entity hired to perform services as a part of this Agreement that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily

injury and property damage for losses that arise from the facility that is accepting the waste under this Agreement.

Umbrella Liability $2,000,000 Each Occurrence/ Aggregate.

The Umbrella Liability policy shall be in excess of the above limits without any gap. The Umbrella coverage will follow-form the underlying coverages and provides on an Occurrence basis all coverages listed above.

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville, and their respective members, officials, officers, directors, employees, representatives and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville, and their respective members, officials, officers, directors, employees, representatives and agents.

C. Developers Insurance Primary. The insurance provided by Developer shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City, or any of their respective members, officials, officers, directors, employees, representatives and agents.

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

E. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured. Under no circumstances will the City of Jacksonville, and their respective members, officials, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

F. Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of Developer, Contractors, Subcontractors, employees or agents to the City or others. Any remedy provided to City, or City of Jacksonville, and their respective members, officials, officers, directors, employees and agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

G. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Developer and/or General Contractor shall relieve Developer and/or General Contractor of full responsibility to provide insurance as required under this Agreement.

H. Certificates of Insurance. Developer shall provide the City Certificates of Insurance that shows the corresponding City Agreement Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

I. Notice. Developer shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, Developer shall provide a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of Developer shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Developer shall present this Agreement and this Exhibit G to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Project Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Developer.

Bonds and Other Performance Security. Developer shall not perform or commence any construction services for the Museum Improvements until the following performance bond and labor and material payment bond or other performance security have been delivered to City.

Bonds - In accordance with the provisions of Section 255.05, Florida Statutes, Developer shall provide to City on forms furnished by the City, a 100% Performance Bond and a 100% Labor and Material Payment Bond for the Museum Improvements performed under this Agreement, each in an amount not less than an amount at least equal to the amount of the Direct Costs for the construction of the Museum Improvements, and no qualification or modifications to the Bond forms are permitted.

To be acceptable to City, as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

2. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this agreement.

5. If the Contract Award Amount exceeds $200,000, the Surety Company shall also comply with the following provisions:

a. The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best's Key Rating Guide.

CONTRACT AMOUNT	RATING	RATING
$ 500,000 TO $1,000,000	A-	CLASS IV
$1,000,000 TO $2,500,000	A-	CLASS V
$2,500,000 TO $5,000,000	A-	CLASS VI
$5,000,000 TO $10,000,000	A-	CLASS VII
$10,000,000 TO $25,000,000	A-	CLASS VIII
$25,000,000 TO $50,000,000	A-	CLASS IX
$50,000,000 TO $75,000,000	A-	CLASS X

b. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to conduct business in this state have been met.

2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

EXHIBIT H

JSEB Reporting Form

Business:
Goal: $
Contact:_____
Date:_____

Date Contract Awarded	Contractor Name	Ethnicity (1)	Scope of Work (2)	Contract Amount	Amount Paid to Date	% of Work Completed to Date
		(1) AA – African American		(2) Examples: Masonry		
		HANA – Hispanic, Asian, Native American		Painting		
		WBE – Women		Site Clearing		
		C - Caucasian		Electrical		

EXHIBIT I

Indemnification by Developer

Developer shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Developer that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Developer's performance of the Agreement, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Agreement contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Agreement; and

3. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Work, any product generated by the Work, or any part of the Work as contemplated in this Agreement, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Work, or any product generated by the Work, is held to constitute an infringement and its use is permanently enjoined, the Developer shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Work or product. If the Developer fails to secure such a license for the Indemnified Parties, then the Developer shall replace the Work or product with a non-infringing Work or product or modify such Work or product in a way satisfactory to Buyer, so that the Work or product is non-infringing.

If Developer exercises its rights under this Agreement, the Developer will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to this Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of this Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes. The City is an intended third-party beneficiary of the indemnifications set forth herein, which indemnifications shall survive the expiration or earlier termination of Developer's agreement with General Contractor or its contractors and consultants.

AMENDMENT TWO TO PUBLIC INFRASTRUCTURE PARK DESIGN PROJECT COSTS DISBURSEMENT AGREEMENT

THIS AMENDMENT TWO TO PUBLIC INFRASTRUCTURE PARK DESIGN PROJECT COSTS DISBURSEMENT AGREEMENT ("Amendment") is made and entered into this _____day of _____, 2025 (the "Effective Date") between the **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida ("City"), and **MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC.**, a Florida not-for-profit corporation **(**"Developer"). Capitalized terms used herein and not otherwise defined shall having the meaning as set forth in the Disbursement Agreement, defined below.

RECITALS:

WHEREAS, City and Developer have previously entered into that certain Redevelopment Agreement dated May 22, 2023 (as amended, the "RDA"), and that certain Public Infrastructure Park Design Project Costs Disbursement Agreement dated April 2, 2024 (as amended, the "Disbursement Agreement"), pursuant to which City will provide funding to the Developer for the design and engineering for the Plans and Specifications (defined below) of the Park Project Improvements and Riverwalk Improvements (each as defined in the RDA, collectively, the "Improvements");

WHEREAS, Developer is diligently pursuing the design and engineering of the Plans and Specifications for the Park Project Improvements, but has been delayed in the design of the museum building, which impacts the ability of Developer to complete the Park Project Improvements in accordance with the times frames set forth in the Disbursement Agreement, and MOSH has requested and the City has agreed to amend the Disbursement Agreement as set forth herein to re-align the performance schedule for completion of the Plans and Specifications for the Park Project Improvements with the revised schedule for completion of the design of the museum improvements.

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and the premises, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, City and Developer covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and hereby incorporated herein by this reference.

2. Exhibit H to Disbursement Agreement. The last paragraph of Exhibit H to the Disbursement Agreement is hereby deleted in its entirety and replaced with the following language:

> "This schedule to be incorporated into the design contract, however failure to strictly adhere to interim monthly stages is not a default so long as 30% design is completed by end of October 31, 2024, 60% design completed on or about June 30, 2025 and 90% design

and estimates of probable cost provided by December 15, 2025. Final completion date is established by the Agreement."

3. Counterparts. This Amendment may be executed in counterparts, which when later combined shall constitute one and the same document as if originally executed together. Scanned or faxed signatures shall suffice as original signatures, and the parties may exchange executed counterparts by fax or email, which shall be binding for all purposes.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment, to be effective on the Effective Date.

ATTEST:	**CITY OF JACKSONVILLE**
By:_____ James R. McCain, Jr. Corporation Secretary	By:_____ Donna Deegan, Mayor

Form Approved:

_____
Office of General Counsel

GC-#1666742-v2-MOSH_-_Amendment_Two_to_Park_Design_Project_Costs_Disbursement_Agreement_1_15_25.DOCX

Encumbrance and funding information for internal City use:

Account or POA Number: _____

1Cloud Account for Certification of Funds	Amount

This above stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one (1) or more subsequently issued purchase order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the *Jacksonville Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Contract; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

_____
Director of Finance
City Contract Number: _____

Signed, sealed and delivered
in the presence of:

_____
(Printed Name)_____

_____
(Printed Name)_____

MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC., a Florida not-for-profit corporation

By: _____

Name: _____

Its: _____

GC-#1666742-v1-Amendment_Two_to_Park_Design_Project_Costs_Disbursement_Agreement_1_15_25.docx