

**FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED
REDEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED REDEVELOPMENT AGREEMENT (this “Amendment”) is entered into and made effective this ____ day of _____, 2025 (the “Amendment Effective Date”) by and among 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 (“MOSH”) (collectively, hereinafter the “Parties”).

RECITALS

WHEREAS, the Parties entered into that certain Second Amended And Restated Redevelopment Agreement dated May 20, 2025 (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement upon such terms as more specifically provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in exchange of the mutual covenants and conditions herein set forth, Buyer and Seller hereby agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein by reference.

2. **Definitions.** All capitalized terms used in this Amendment shall have the same meanings indicated for all purposes as set forth in the Agreement unless a contrary meaning is set forth herein.

3. **Amendment to Section 1.1(a) of Agreement.** The following provision is added to the Agreement:

“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. Notwithstanding any other provision herein to the contrary, the precise dimensions of the Museum Parcel, Joint-Use Park Parcel and City Park Parcel may be administratively reconfigured upon the Agreement of the CEO of the DIA, the Director of Parks, Recreation and Community Services, and the Director of Public Works, provided there is no material reduction in acreage of the real property comprising the Joint-Use Park Parcel and City Park Parcel. 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.”

4. **Amendment to Section 2.2 of Agreement.** Section 2.22 of the Agreement is hereby deleted in its entirety and replaced with the following language:

“That certain Museum Improvements Costs Disbursement Agreement among the City, DIA and Developer, dated May 20, 2025.”

5. **Amendment to Section 4.1 of the Agreement.** Section 4.1 of the Agreement is hereby deleted in its entirety and replaced with the following language:

“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 for the Museum Improvements and submitted such designs to the City for approval.

(e) On or before January 30, 2026, MOSH shall have completed the design development phase for the Project and Museum Improvements and submitted such plans to the City for approval.

(f) On or before May 15, 2026, MOSH shall have completed 100% constructions drawings and submitted to the City for review and approval.

(g) On or before June 15, 2026, 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 Improvements.

(h) On or before August 15, 2026, MOSH shall demonstrate to the DIA that all funds necessary to Commence and Substantially Complete the Museum Improvements are immediately available for application to the Museum Improvements Costs (as defined in the Museum Improvements Costs Disbursement Agreement), as such amount is set forth in the guaranteed maximum price under the approved Construction Contract (as defined in the Museum Improvements Costs Disbursement Agreement) and thereafter shall, subject to the requirements of Article 5 hereof, enter into the Museum Lease prior to Commencement of Construction.

(i) On or before July 15, 2026, MOSH shall have issued bid solicitation documents for construction for the Museum Improvements, with responses due by August 15, 2026 or obtained by August 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 September 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 January 30, 2029 (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.

(l) MOSH shall comply with the performance schedule as set forth in the Park Design Project Costs Disbursement Agreement, as amended.

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 DIA Board may extend the Performance Schedule for up to an additional up to six (6) months for good cause shown by the Developer. For purposes of clarity, an extension to any individual deadline in Sections 4.1(e) – (l) shall serve to extend all subsequent deadlines by the same time frame, so that a single extension provided will apply to all such subsequent dates simultaneously.”

6. **Amendment to Exhibit F of Agreement.**

- a. The first paragraph of Exhibit F of the Agreement is hereby amended to reduce the minimum required number of parking spaces within the Museum Parcel to thirty (30) from seventy-five (75) parking spaces.
- b. The following language is added as a new paragraph k of Exhibit F of the Agreement:

“Parking may be surface or structured, providing that they are contained within the Museum Parcel and set back in accordance with requirements governing surface parking as contained in Chapter 656, Part 3, Subpart H, Jacksonville Code of Ordinances.”

7. **Amendment to Exhibit H of Agreement.** The first paragraph of Exhibit B to Exhibit H of the Agreement, which is the Lease Agreement, is hereby amended to reduce the minimum required number of parking spaces within the Museum Parcel to thirty (30) from seventy-five (75) parking spaces.

8. **Force and Effect.** Except as specifically hereby amended, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall govern.

9. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Amendment. Signature pages may be detached from various counterparts and attached to a single copy of this Amendment to physically form one document. A facsimile or PDF version of any signature hereto shall be deemed an original for all purposes.

10. **Ratification.** Except as expressly modified herein, all other terms and provisions of the Agreement are ratified and confirmed and are incorporated herein by reference.

(Signatures on following page)

WHEREFORE, this First Amendment is entered into as of the Amendment Effective Date.

ATTEST:

CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.
Corporate Seal

By: _____
Donna Deegan, Mayor

DOWNTOWN INVESTMENT AUTHORITY

By: _____
Colin Tarbert
Chief Executive Officer

Form Approved:

Office of General Counsel

Signed, sealed, and delivered in the presence of:

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

(Printed Name) _____

By: _____
Dr. Alistair Dove
Chief Executive Officer

(Printed Name) _____

EXHIBIT A

Project Parcel

A PART OF THE E. HUDNALL GRANT, SECTION 50, TOWNSHIP 2 SOUTH, RANGE 26 EAST, AND 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 AND 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, 238.47 FEET TO AFORESAID SOUTHERLY RIGHT OF WAY LINE OF BAY STREET AND THE POINT OF BEGINNING.

CONTAINING 7.23 ACRES MORE OR LESS.

**FIRST AMENDMENT TO MUSEUM IMPROVEMENTS
COST DISBURSEMENT AGREEMENT**

THIS FIRST AMENDMENT TO MUSEUM IMPROVEMENTS COST DISBURSEMENT AGREEMENT (this “Amendment”) is entered into and made effective this ____ day of _____, 2025 (the “Amendment Effective Date”) by and among 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”) (collectively, hereinafter the “Parties”).

RECITALS

WHEREAS, the Parties entered into that certain Museum Improvements Cost Disbursement Agreement dated May 20, 2025 (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement upon such terms as more specifically provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in exchange of the mutual covenants and conditions herein set forth, Buyer and Seller hereby agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein by reference.
2. **Definitions.** All capitalized terms used in this Amendment shall have the same meanings indicated for all purposes as set forth in the Agreement unless a contrary meaning is set forth herein.
3. **Amendment to Exhibit A of Agreement.** Exhibit A of the Agreement is hereby deleted in its entirety and hereby replaced by the Exhibit A-1 attached hereto and incorporated herein by this reference.
4. **Force and Effect.** Except as specifically hereby amended, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall govern.
5. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Amendment. Signature pages may be detached from various counterparts and attached to a single copy of this Amendment to physically form one document. A facsimile or PDF version of any signature hereto shall be deemed an original for all purposes.

6. **Ratification.** Except as expressly modified herein, all other terms and provisions of the Agreement are ratified and confirmed and are incorporated herein by reference.

WHEREFORE, this First Amendment is entered into as of the Amendment Effective Date.

ATTEST:

CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.
Corporate Seal

By: _____
Donna Deegan, Mayor

DOWNTOWN INVESTMENT AUTHORITY

By: _____
Colin Tarbert
Chief Executive Officer

Form Approved:

Office of General Counsel

Signed, sealed, and delivered in the presence of:

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

(Printed Name)

By: _____
Dr. Alistair Dove
Chief Executive Officer

(Printed Name)

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EXHIBIT A-1

Description of Museum Improvements

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 (inclusive of a minimum of 30 parking spaces within the Museum Parcel), 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.
- k. Parking may be surface or structured, providing that they are contained within the Museum Parcel and set back in accordance with requirements governing surface parking as contained in Chapter 656, Part 3, Subpart H, Jacksonville Code of Ordinances.