

**FIRST AMENDMENT TO THE CONSORTIUM AGREEMENT BETWEEN  
ADVENTIST HEALTH SYSTEM/SUNBELT, INC. D/B/A FLORIDA HOSPITAL AND  
THE CITY OF ORLANDO**

**THIS FIRST AMENDMENT** is entered into by and between the CITY OF ORLANDO, a Florida municipal corporation (hereinafter referred to as the “City”), and ADVENTIST HEALTH SYSTEM/SUNBELT, INC. D/B/A FLORIDA HOSPITAL (herein after referred to as “Florida Hospital”)(collectively referred to as “the parties”).

**W I T N E S S E T H:**

**WHEREAS**, on February 25, 2013, the City and Florida Hospital entered into a Consortium Agreement (hereinafter referred to as the “Agreement”) wherein the City provided Florida Hospital the sum of 2.5 million dollars for the creation of a life sciences incubator focused on translational research commercialization in the Florida Hospital Health Village; and

**WHEREAS**, according to the Agreement, a second life sciences incubator focused on drug development and related commercialization was to be created by Tavistock Group, Inc. at the Lake Nona Medical City under a separate consortium agreement; and

**WHEREAS**, Florida Hospital will instead use the remaining funds to collaborate with Tavistock Group, Inc. who will design, develop, and construct an incubator within available space in the Guidewell Innovation Center in the Lake Nona Medical City and engage the University of Central Florida to operate the incubator and recruit companies into the incubator for the purposes of high wage job creation and meaningful economic impact; and

**WHEREAS**, the incubator in the Lake Nona Medical City will focus on both drug development and translational research commercialization; and

**WHEREAS**, the parties desire to amend the Agreement to reflect this modification to the original project.

**NOW THEREFORE**, in consideration of the premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledge, the City and the Florida Hospital agree to the following modifications to the Agreement:

1. Section 2 titled “Description and Goal of the Project,” is deleted in its entirety and replaced with the following language:

One initial life sciences incubator will be created in Central Florida that will be focused on both translational research and drug development, and related commercialization. This incubator will be located at the Lake Nona Medical City.

2. Section 3 titled “Duties and Obligations,” under the paragraph “Right of City to Inspect”, the first sentence shall be amended to read: “The City, and any Department

authorized representative, shall have the right to enter the Lake Nona Medical City Life Science Incubator facilities and any development thereon during normal business hours for the purpose of inspecting the Project and Improvements.”

3. Section 5 titled “Insurance, Indemnification, and Safety,” the first sentence in the first paragraph is amended to read: “...during the duration of this Agreement, Florida Hospital agrees to ensure that Tavistock Group, Inc. provide the City with certificates of all required insurance, as described below, on forms acceptable to the City, which shall include the City as an additional insured where indicated...”
4. Exhibit A, titled “Scope of Work”, the second paragraph shall be amended to read as follows:

To accelerate health and life sciences commercialization, a coordinated Central Florida Life Sciences Incubator Consortium will be established that supports new company recruitment, equipment, programs and laboratory space in strategic locations in the region, resulting in high wage job creation and meaningful economic impact. Toward that end, one initial life sciences incubator will be created in Central Florida that will be focused on both translational research and drug development, and related commercialization. This incubator will be located at the Lake Nona Medical City adjacent to the biomedical research enterprises of Sanford-Burnham, UCF College of Medicine, University of Florida, Nemours Children’s Hospital and the VA Medical Center.

5. Exhibit C, titled “Milestones”, shall be amended to remove any reference to the Florida Hospital Health Village Incubator.
6. Except as set forth herein, the Agreement remains unchanged and remains in full force and effect.

**IN WITNESS WHEREOF** the parties have executed this First Amendment on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF ORLANDO**

By: \_\_\_\_\_  
Mayor/Pro Tem

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Orlando City Clerk

APPROVED AS TO FORM AND  
LEGALITY

for the use and reliance of the  
City of Orlando, Florida, only.

\_\_\_\_\_, 2017.

\_\_\_\_\_  
Assistant City Attorney  
Orlando, Florida

**ADVENTIST HEALTH SYSTEM/SUNBELT,  
INC. D/B/A FLORIDA HOSPITAL**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_