

1. SALE AND PURCHASE:

1 City of Orlando, a Florida Municipal Corporation ("Seller"),  
2 and Florida Emergency Medicine Foundation, Inc. ("Buyer"),  
3 agree to sell and buy on the terms and conditions specified below the property described as:

4 Address: See attached Exhibit A  
5 County: Orange Tax ID No: See attached Exhibit A  
6 Legal Description:  
7 See attached Exhibit A

10 together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light  
11 fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the  
12 purchase are:  
13 None

15 The following attached items are excluded from the purchase: None

17 The real and personal property described above as included in the purchase is referred to as the "Property." Personal property  
18 listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

PRICE AND FINANCING

20 2. PURCHASE PRICE: \$ 280,000.00 payable by Buyer in U.S. currency as follows:  
21 (a) \$ 25,000.00 Deposit received (checks are subject to clearance)  
22 by \_\_\_\_\_ for First American Title Insurance Company  
23 Signature \_\_\_\_\_ Name of Company ("Escrow Agent")  
24 (b) \$ \_\_\_\_\_ Additional deposit to be delivered to Escrow Agent by \_\_\_\_\_  
25 or \_\_\_\_\_ days from Effective Date. (10 days if left blank)  
26 (c) \_\_\_\_\_ Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)  
27 (d) \$ \_\_\_\_\_ Other:  
28 (e) \$ 255,000.00 Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds  
29 paid at closing must be paid by locally drawn cashier's check, official bank check, or wired  
30 funds. See addendum

31 3. FINANCING: (Check as applicable) ☒ (a) Buyer will pay cash for the Property with no financing contingency.  
32 ☐ (b) Buyer will apply for the financing specified in paragraph 2(c) at the prevailing interest rate and loan costs based on  
33 Buyer's creditworthiness (the "Financing") within \_\_\_\_\_ days from Effective Date (5 days if left blank) and provide Seller  
34 with a written Financing commitment or approval letter ("Commitment") within \_\_\_\_\_ days from Effective Date (30 days if  
35 left blank) ("Commitment Period"). Buyer will keep Seller and Broker fully informed about loan application status, progress  
36 and Commitment issues and authorizes the mortgage broker and lender to disclose all such information to Seller and  
37 Broker. Once Buyer provides the Commitment to Seller, the financing contingency is waived and Seller will be entitled to  
38 retain the deposits if the transaction does not close by the Closing Date unless (1) the Property appraises below the  
39 purchase price and either the parties cannot agree on a new purchase price or Buyer elects not to proceed, or (2) another  
40 provision of this Contract requires the deposits to be returned. If Buyer, using diligence and good faith, cannot provide the  
41 Commitment within the Commitment Period, this Contract will be terminated and Buyer's deposits refunded.

CLOSING

43 4. CLOSING DATE; OCCUPANCY: Unless extended by other provisions of this Contract, this Contract will be closed on  
44 October 31, 2009 April 13, 2009 ("Closing Date") at the time established by the closing  
45 agent, by which time Seller will (a) have removed all personal items and trash from the Property and swept the Property clean  
46 and (b) deliver the deed, occupancy and possession, along with all keys, garage door openers and access codes, to Buyer. If  
47 on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance  
48 suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller-provided title  
49 evidence, surveys, association documents and other items.

50 5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be  
51 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective  
52 date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees  
53 to Broker as per Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs  
54 indicated below.

55 Buyer Ferr/BRS and Seller Sau acknowledge receipt of a copy of this page, which is Page 1 of 7 Pages.  
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56 (a) **Seller Costs:** Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; up to  
57 \$ \_\_\_\_\_ or \_\_\_\_\_ % (1.5% if left blank) of the purchase price for repairs to warranted  
58 items ("Repair Limit"); and up to \$ \_\_\_\_\_ or \_\_\_\_\_ % (1.5% if left blank) of the purchase  
59 price for wood-destroying organism treatment and repairs ("WDO Repair Limit");  
60 Other: \_\_\_\_\_

61 (b) **Buyer Costs:** Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and  
62 financing statements; loan expenses; lender's title policy; inspections; ~~survey~~; flood insurance;  
63 Other: taxes and surtaxes on the deed

64 (c) **Title Evidence and Insurance:** Check (1) or (2):

65 ☒ (1) The title evidence will be a Paragraph 10(a)(1) owner's title insurance commitment. ☒ Seller ☐ Buyer will select  
66 the title agent. ☐ Seller ☒ Buyer will pay for the owner's title policy, search, examination and related charges. Each  
67 party will pay its own closing fees.

68 ☐ (2) Seller will provide an abstract as specified in Paragraph 10(a)(2) as title evidence. ☐ Seller ☐ Buyer will pay  
69 for the owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax  
70 search and lien search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and  
71 closing fees.

72 (d) **Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
73 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of the  
74 Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with  
75 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.

76 (e) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full  
77 amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the  
78 assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and  
79 Buyer will pay all other amounts.

80 (f) **Tax Withholding:** Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require  
81 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

82 (g) **Home Warranty:** ☐ Buyer ☐ Seller ☒ N/A will pay for a home warranty plan issued by  
83 \_\_\_\_\_ at a cost not to exceed \$ \_\_\_\_\_. A  
84 home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances  
85 in the event of breakdown due to normal wear and tear during the agreement period.

#### PROPERTY CONDITION

86  
87 6. **INSPECTION PERIODS:** Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by

88 October 18, 2006 March 31, 2007 (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-  
89 destroying organism inspection by N/A (at least 5 days prior to closing, if left blank);  
90 and the walk-through inspection on the day before Closing Date or any other time agreeable to the parties; and the survey  
91 referenced in Paragraph 10(c) by \_\_\_\_\_ (at least 5 days prior to closing if left blank).

92 7. **REAL PROPERTY DISCLOSURES:** Seller represents that Seller does not know of any facts that materially affect the value  
93 of the Property, including but not limited to violations of governmental laws, rules and regulations, other than those that Buyer  
94 can readily observe or that are known by or have been disclosed to Buyer. Seller will have all open permits (if any) closed out,  
95 with final inspections completed, no later than 5 days prior to closing.

96 (a) **Energy Efficiency:** Buyer acknowledges receipt of the energy-efficiency information brochure required by Section  
97 553.996, Florida Statutes.

98 (b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
99 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state  
100 guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained  
101 from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person test the  
102 Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon level to an  
103 acceptable EPA level, failing which either party may cancel this Contract.

104 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
105 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding  
106 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are  
107 built below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days  
108 from Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

109 (d) **Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure  
110 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL BUYER**  
111 **HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

112 (e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY  
113 TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR  
114 SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS  
115 REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY  
116 QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER  
117 INFORMATION.

118 (f) **Mold:** Mold is part of the natural environment that, when accumulated in sufficient quantities, may present health risks to  
119 susceptible persons. For more information, contact the county indoor air quality specialist or other appropriate professional.

120 Buyer (FEMC/BPM) and Seller (JRU) acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages.



121 **8. MAINTENANCE, INSPECTIONS AND REPAIR:** Seller will keep the Property in the same condition from Effective Date until  
122 closing, except for normal wear and tear ("~~maintenance requirement~~") and repairs required by this Contract. Seller will provide  
123 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections, return  
124 the Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its  
125 completion. ~~If Seller, using best efforts, is unable to complete required repairs or treatments prior to closing, Seller will give~~  
126 ~~Buyer a credit at closing for the cost of the repairs Seller was obligated to make. At closing, Seller will assign all assignable~~  
127 ~~repair and treatment contracts to Buyer and provide Buyer with paid receipts for all work done on the Property pursuant to the~~  
128 ~~terms of this Contract.~~

129 **(a) Warranty, Inspections and Repair:**

130 **(1) Warranty:** Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,  
131 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working  
132 condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight; and that  
133 torn or missing pool cage and screen room screens and missing roof tiles will be replaced. Seller does not warrant and is  
134 not required to repair cosmetic conditions, unless the cosmetic condition resulted from a defect in a warranted item. Seller  
135 is not obligated to bring any item into compliance with existing building code regulations unless necessary to repair a  
136 warranted item. "Working condition" means operating in the manner in which the item was designed to operate and  
137 "cosmetic conditions" means aesthetic imperfections that do not affect the working condition of the item, including pitted  
138 marcite; missing or torn window screens; fogged windows; tears, worn spots and discoloration of floor  
139 coverings/wallpapers/window treatments; nail holes, scratches, dents, scrapes, chips and caulking in bathroom  
140 ceiling/walls/flooring/tile/fixtures/mirrors; cracked roof tiles; curling or worn shingles; and minor cracks in floor  
141 tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

142 **(2) Professional Inspection:** Buyer may, at Buyer's expense, have warranted items inspected by a person who  
143 specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida  
144 license to repair and maintain the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the  
145 Inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the inspector's  
146 written report, if any, to Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts  
147 the items listed in subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

148 **(3) Repair:** Seller will obtain repair estimates and is obligated only to make repairs necessary to bring warranted items into  
149 the condition warranted, up to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are  
150 not in the condition warranted, have a second inspection made by a professional inspector and will report repair estimates  
151 to Buyer. If the first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller  
152 together will choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the  
153 cost to repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike  
154 manner by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party  
155 may cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to  
156 Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

157 **(b) Wood-Destroying Organisms:** "Wood-destroying organism" means arthropod or plant life, including termites, powder-  
158 post beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding  
159 fences. Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control  
160 business to determine the existence of past or present wood-destroying organism infestation and damage caused by  
161 infestation. If the inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report  
162 to Seller within 5 days from the date of the inspection. If Seller previously treated the Property for wood-destroying  
163 organisms, Seller does not have to treat the Property again if (i) there is no visible live infestation, and (ii) Seller transfers a  
164 current full treatment warranty to Buyer at closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to  
165 have reported damage estimated by a licensed building or general contractor and corrective treatment estimated by a  
166 licensed pest control business. Seller will have treatments and repairs made by an appropriately licensed person at Seller's  
167 expense up to the WDO Repair Limit. If the cost to treat and repair the Property exceeds the WDO Repair Limit, either party  
168 may pay the excess, failing which either party may cancel this Contract by written notice to the other. If Buyer fails to timely  
169 deliver the inspector's written report, Buyer accepts the Property "as is" with regard to wood-destroying organism infestation  
170 and damage, subject to the maintenance requirement.

171 **(c) Walk-through Inspection:** Buyer may walk through the Property solely to verify that Seller has made repairs required by  
172 this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through inspection. If  
173 Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.

174 **9. RISK OF LOSS:** If any portion of the Property is damaged by fire or other casualty before closing and can be restored within  
175 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense,  
176 restore the Property and the Closing Date will be extended accordingly. Seller will not be obligated to replace trees. If the  
177 restoration cannot be completed in time, Buyer may accept the Property "as is", in which case with Seller will credit the  
178 deductible and assign the insurance proceeds, if any, to Buyer at closing in such amounts as are (i) attributable to the Property  
179 and (ii) not yet expended in making repairs, failing which either party may cancel this Contract. If the Property is a condominium,  
180 this paragraph applies only to the unit and limited common elements appurtenant to the unit; if the Property is in a homeowners'  
181 association, this paragraph will not apply to common elements or recreation or other facilities.

182 Buyer (Femp/BPD) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 3 of 7 Pages.  
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## TITLE

Quit Claim

**10. TITLE:** Seller will convey marketable title to the Property by ~~statutory warranty~~ deed or trustee, personal representative or guardian deed as appropriate to Seller's status.

(a) **Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in Seller in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, ~~none of which prevent residential use of the Property~~; covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that Buyer will assume; and encumbrances that Seller will discharge at or before closing. Seller will, at least 2 days prior to closing, deliver to Buyer Seller's choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). Seller will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

(1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.

(2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) **Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph

(b) above. If any part of the Property lies seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the property, unless Buyer waives this requirement in writing.

## MISCELLANEOUS

**11. EFFECTIVE DATE; TIME:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs the latest offer. Time is of the essence for all provisions of this Contract. All time periods will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

**12. NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist. Any notice, document or item given to or received by an attorney or Broker (including a transaction broker) representing a party will be as effective as if given to or by that party.

**13. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence and good faith in performing all obligations under this Agreement. This Contract will not be recorded in any public records.

**14. ASSIGNABILITY; PERSONS BOUND:** Buyer may not assign this Contract without Seller's written consent. The terms "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

Buyer (Famr/BRO) and Seller (ASB) acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages.



# DEFAULT AND DISPUTE RESOLUTION

**15. DEFAULT:** (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among cooperating brokers except when closing does not occur due to Buyer not being able to secure Financing after providing a Commitment, in which case Broker's portion of the deposits will go solely to the listing broker) up to the full amount of the brokerage fee.

**16. DISPUTE RESOLUTION:** This Contract will be construed under Florida law. All controversies, claims and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) **Disputes concerning entitlement to deposits made and agreed to be made:** Buyer and Seller will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real Estate Commission. Buyer and Seller will be bound by any resulting award, judgment or order.

(b) **All other disputes:** Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee or firm named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

(c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the arbitrators' fees and administrative fees of arbitration.

## ESCROW AGENT AND BROKER

**17. ESCROW AGENT:** Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

**18. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition, square footage and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 476, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

**19. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to Closing Agent: Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by Seller or listing broker to cooperating brokers.

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305 N/A N/A  
Selling Sales Associate/License No. N/A Selling Firm/Brokerage Fee: (\$ or % of Purchase Price) N/A

306 N/A N/A  
Listing Sales Associate/License No. N/A Listing Firm/Brokerage Fee: (\$ or % of Purchase Price) N/A

307 **ADDENDA AND ADDITIONAL TERMS**

308 **20. ADDENDA:** The following additional terms are included in addenda and incorporated into this Contract (check if applicable):  
309 ☐ A. Condo. Assn. ☐ H. As Is w/Right to Inspect ☐ O. Interest-Bearing Account ☐ V. Prop. Disclosure Stmt.  
310 ☐ B. Homeowners' Assn. ☐ I. Inspections ☐ P. Back-up Contract ☐ W. FIRPTA  
311 ☐ C. Seller Financing ☐ J. Insulation Disclosure ☐ Q. Broker - Pers. Int. in Prop. ☐ X. 1031 Exchange  
312 ☐ D. Mort. Assumption ☐ K. Pre-1978 Housing stmt.(LBP) ☐ R. Rentals ☐ Y. Additional Clauses  
313 ☐ E. FHA Financing ☐ L. Insurance. ☐ S. Sale/Lease of Buyer's Property ☒ Other Exhibit A  
314 ☐ F. VA Financing ☐ M. Housing Older Persons ☐ T. Rezoning ☒ Other Addendum  
☐ G. New Mort. Rates ☐ N. Unimproved/Ag. Prop. ☐ U. Assignment ☐ Other \_\_\_\_\_

315 **21. ADDITIONAL TERMS:**

316 See Addendum Attached hereto.  
317 \_\_\_\_\_  
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342 Buyer ( Rem/PRS ) ( \_\_\_\_\_ ) and Seller ( John ) acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.  
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343 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

344 OFFER AND ACCEPTANCE

345 (Check if applicable: ☐ Buyer received a written real property disclosure statement from Seller before making this Offer.)  
346 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy  
347 delivered to Buyer no later than ☐ a.m. ☐ p.m. on \_\_\_\_\_ this  
348 offer will be revoked and Buyer's deposit refunded subject to clearance of funds.

Florida Emergency Medicine Foundation, Inc.

349 Date: January 1, 2007 Buyer: Florida Emergency Medicine Foundation (FEMF)  
350 Print name: Beth Bricker, CEO

351 Date: January 1, 2007 Buyer: Florida Emergency Medicine Foundation (FEMF)  
352 Phone: 407-281-9800 Print name: Beth B  
353 Fax: 407-281-4457 Address: \_\_\_\_\_  
354 Email: bbricker@femf.org

City of Orlando, a Florida Municipal Corporation

355 Date: 1/16/07 Seller: Laurenne DeHartoght, Real Estate Manager  
356 Print name: \_\_\_\_\_

357 Date: \_\_\_\_\_ Seller: \_\_\_\_\_  
358 Phone: \_\_\_\_\_ Print name: \_\_\_\_\_  
359 Fax: \_\_\_\_\_ Address: \_\_\_\_\_  
360 Email: \_\_\_\_\_

361 COUNTER OFFER / REJECTION

362 ☐ Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver  
363 a copy of the acceptance to Seller by 5:00 p.m. on \_\_\_\_\_). ☐ Seller rejects Buyer's offer.

364 Effective Date: 1/16/07 (The date on which the last party signed or initialed acceptance of the final offer.)

365 Buyer (FEMF) and Seller (Laurenne DeHartoght) acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

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ALTA  
STAR  
SOFTWARE



**SCHEDULE 'A'**  
**LEGAL DESCRIPTION**  
**PARCEL:**  
**ESTATE:**  
**PURPOSE:**

LEGAL DESCRIPTION  
PARCEL 16A, NTC ORLANDO, McCOY ANNEX

ALL THAT TRACT OF LAND LYING IN SECTION 32, TOWNSHIP 23 SOUTH, RANGE 30 EAST, AND IN SECTION 5, TOWNSHIP 24 SOUTH, RANGE 30 EAST TALLAHASSEE MERIDIAN, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT A 4" X4" MONUMENT STAMPED "PRM, PLS4201" AT THE SOUTHEASTERLY INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF LANDSTREET ROAD AND THE EAST RIGHT-OF-WAY LINE OF DAETWYLER DRIVE PER THE PLAT OF "VILLAGES OF SOUTHPORT PHASE 1A", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 40, AT PAGES 44,45,AND 46 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LANDSTREET ROAD S63° 34'15"E, 492.96 FEET; THENCE S86° 24' 49"E, 128.98 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN S00° 18' 27"E, 899.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00° 18' 27"E, 582.40 FEET; THENCE N61°50'05"W, 484.20 FEET; THENCE N29°22'32"E, 514.08 FEET; THENCE S61° 14' 42"E, 195.70 FEET TO THE POINT OF BEGINNING. CONTAINING 4.000 ACRES, MORE OR LESS

**LEGEND:**

4"X4" CM, PLS4201  
CM CONCRETE MONUMENT  
R&C REBAR AND CAP  
PRM PERMANENT REFERENCE MARKER  
P.B. PLAT BOOK  
O.R. OFFICIAL RECORDS  
R/W RIGHT-OF-WAY  
FND FOUND  
(PUB) PUBLISHED  
G.I.S. GEOGRAPHIC INFORMATION SYSTEM  
(D) DESCRIBED  
CL CENTERLINE  
P.O.C. POINT OF COMMENCEMENT  
P.O.B. POINT OF BEGINNING  
ESMT. EASEMENT  
R.L.S. REGISTERED LAND SURVEYOR  
L.B. LICENSED BUSINESS  
R/W RIGHT OF WAY  
SEC. SECTION  
P.C. POINT OF CURVATURE  
P.T. POINT OF TANGENCY  
P.R.C. POINT OF REVERSE CURVATURE  
P.C.C. POINT OF COMPOUND CURVATURE  
P.O.L. POINT ON LINE  
CBS CONCRETE BLOCK STRUCTURE  
STY STORY  
PG. PAGE  
FAA FEDERAL AVIATION AUTHORITY  
EDC ECONOMIC DEVELOPMENT CONVEYANCE  
MH MANHOLE  
SANT SANITARY  
FH FIRE HYDRANT  
ANC ANCHOR  
MB MAILBOX  
LP LIGHT POST  
CONC CONCRETE  
P/P POLE  
S SIGN  
RRSW RAILROAD SWITCH  
TELE TELEPHONE  
WV WATER VALVE  
O.U.C. ORLANDO UTILITIES COMMISSION  
(P) PLAT DIMENSION  
HW HEADWALL  
ID IDENTIFICATION

**SURVEYORS NOTES:**

1. THIS SKETCH AND LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

2. THE LANDS DESCRIBED HEREIN WERE NOT ABSTRACTED FOR OWNERSHIP, EASEMENTS, RIGHTS-OF-WAY OR OTHER TITLE MATTERS BY THIS FIRM. ANY TITLE MATTERS SHOWN OR NOTED ARE BASED UPON A REVIEW OF FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT NUMBER FA-CC-050029/74307, EFFECTIVE DATE OF MAY 10, 2000 AT 4:00 P.M.

3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE ORANGE COUNTY PUBLIC WORKS DEPARTMENT, PRIMARY HORIZONTAL CONTROL NETWORK (NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT FROM COUNTY ADJUSTMENT OF 08/05/1992) BASED UPON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, T24S, R30E AS BEING SOUTH 00°15'21" WEST.

4. THIS SKETCH AND LEGAL DESCRIPTION IS CERTIFIED TRUE AND CORRECT TO:  
A. THE CITY OF ORLANDO

*Robert M. Jones* 9/08/06  
ROBERT M. JONES  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER  
LICENSE NUMBER LS 4201

**THIS IS NOT A SURVEY**

PROJECT TITLE:

CITY OF ORLANDO  
NTC ORLANDO REUSE PROJECT  
PARCEL 16A, McCOY ANNEX, Sketch and DESCRIPTION

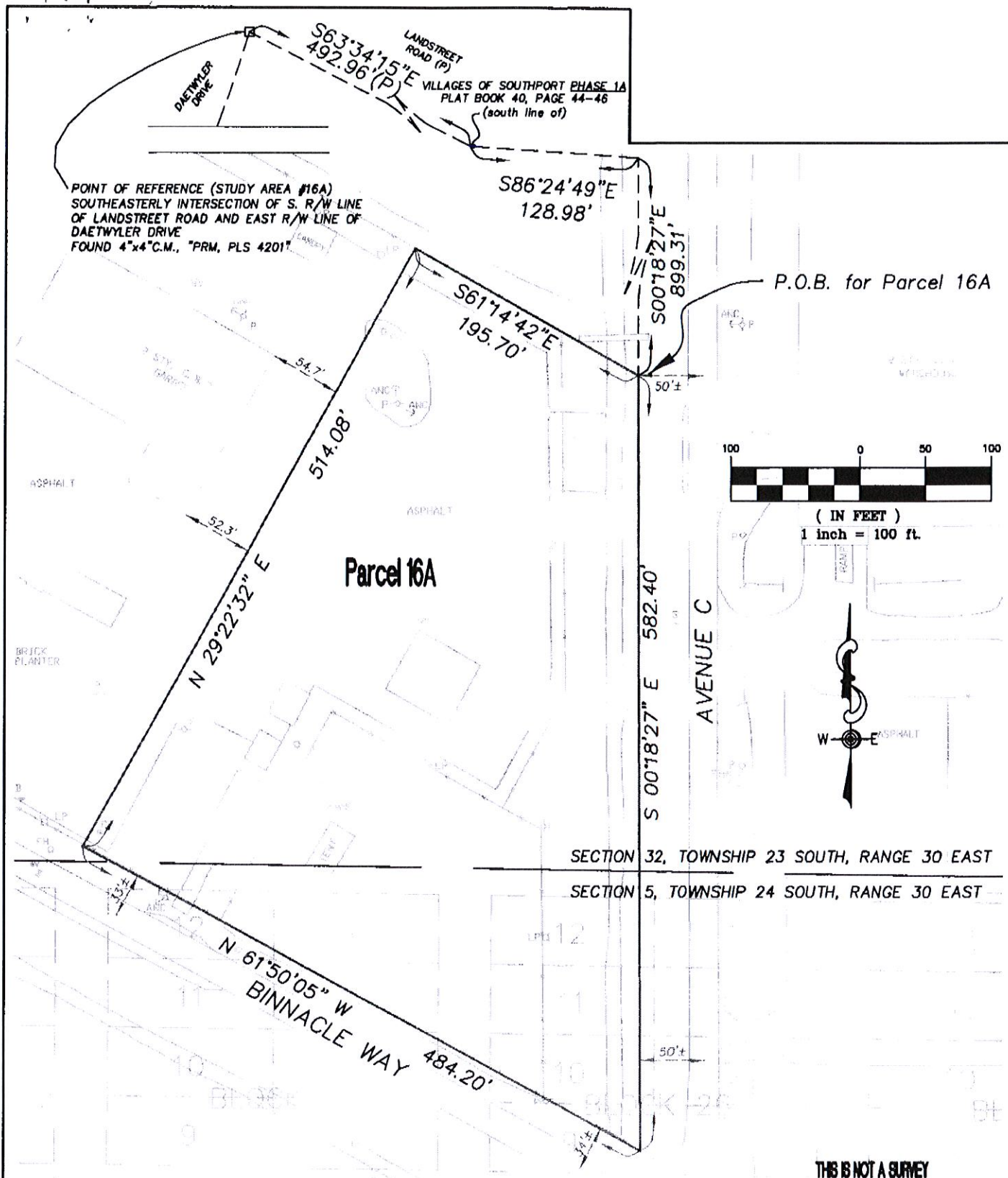


4150 North John Young Parkway  
ORLANDO, FL 32804-2620  
PHONE: (407) 522-7570  
FAX: (407) 522-7576

\* The MACTEC family of companies include the firms formerly known as Regional Engineers, Planners & Surveyors (REPS) and Harding Lawson Associates (HLA) Certificate of authorization number LB-0006969

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: P.E.W.		CHKD. BY: R.M.J.
DATE: 09/08/06		DATE: 09/08/06
JOB No. 6374060235 see 6374050176	SCALE: N/A	SHT. 1 OF 2
DRAWING NAME: Cut Study Area 16.dwg		





THIS IS NOT A SURVEY

PROJECT TITLE:

CITY OF ORLANDO  
NTC ORLANDO REUSE PROJECT  
PARCEL 16A, MCCOY ANNEX, Sketch and DESCRIPTION



**MACTEC**

4150 North John Young Parkway  
ORLANDO, FL 32804-2620  
PHONE: (407) 522-7570  
FAX: (407) 522-7576

\* The MACTEC family of companies include the firms formerly known as Regional Engineers, Planners & Surveyors (REPS) and Harding Lawson Associates (HLA) Certificate of authorization number LB-0006969

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: P.E.W.	CHKD. BY: R.M.J.	
DATE: 09/08/06	DATE: 09/08/06	
JOB No. 6374060235 see 6374050176	SCALE: 1" = 100'	SHT. 2 OF 2
DRAWING NAME: Cut Study Area 16.dwg		



**ADDENDUM TO CONTRACT FOR SALE AND PURCHASE BETWEEN  
THE CITY OF ORLANDO, A FLORIDA MUNICIPAL CORPORATION, SELLER  
AND THE  
FLORIDA EMERGENCY MEDICINE FOUNDATION, INC., BUYER**

1. Buyer to pay documentary stamps on the deed, if any, and recording fee for the deed in accordance with Paragraph 5.
2. Closing shall be held in the county wherein the real property is located at the office of the attorney or other closing agent designated by the Seller.
3. This contract will be construed under Florida law. The location for settlement of any claims, controversies or disputes arising out of or relating to any part of this agreement, or any breach hereof, shall be Orange County, Florida.
4. Seller shall convey title to the real property by Quit Claim Deed.
5. This deed shall contain a reverter clause, "Reversion", providing that, except as provided herein, the Subject Property shall immediately and without further notice, revert to the Seller in the event said property ceases to be used for the Emergency Medicine Foundation, Emergency Medicine Learning and Resource Center, and/or Florida College of Emergency Medicine, or other such closely related purposes, or in the event that Buyer defaults under the terms of the Mortgage, as hereinafter defined. However, if all of the following conditions occur, the Property shall not revert to Seller, notwithstanding the above provision:
  - A. Buyer provides written Notice to Seller that Buyer intends to sell the Property, or any portion thereof, or intends to purchase Seller's reversionary interest in the Property, said Notice to include either (1) the contract-selling price as allocated by an MAI appraisal to reflect the value of the Property as though vacant and any relevant conditions or contingencies or (2) a copy of an MAI appraisal of the Property as though vacant, and
  - B. Buyer pays to Seller an amount of money constituting Additional Consideration as hereinafter defined for purchase of the Property under this Contract, and
  - C. In consideration for Buyer's payment of Additional Consideration to Seller, Seller shall release the reverter clause within three (3) business days of Seller's receipt of the Additional Consideration, by written document in recordable form prepared by Buyer's legal counsel, thus releasing the Property from the Seller's reversionary interest, and



D. The Additional Consideration to the Seller shall be in an amount equal to 53% of the difference between the price Buyer paid for the Property, or any portion thereof, and the price Buyer sells the Property or any portion thereof or purchases the Seller's reversionary interest in the Property or any portion thereof.

E. Seller's interest in the Subject Property, by virtue of this provision, is subordinate to the interest of the Mortgagee under the terms of the Mortgage, but to absolutely no other interest. Mortgagee and Mortgage are hereinafter defined.

6. Buyer may, at the Buyer's option, within twelve (12) months of the closing, pay \$320,000 to Seller, as consideration for the release of the City's right of Reversion. Within three (3) days of the receipt of said payment by the City, City shall file a Release of the Reversion, in the Public Records of Orange County, Florida.
7. At Closing, Buyer and Seller shall enter into a reciprocal license agreement for vehicular parking over a portion of the Subject Property in order to serve the adjacent City Property and for vehicular parking over a portion of the adjacent City Property in order to serve the Subject Property. The exact number of parking spaces, location and terms of the licensed parking shall be mutually agreed to by the parties and evidenced in the reciprocal license agreement, referenced above. In conjunction with development of the Subject Property, and further described by the terms of the reciprocal license agreement, the Buyer agrees, at their sole cost and expense, to repave and/or blacktop and restripe the adjacent City parking lot in a manner approved by the City of Orlando in its role as both the owner of the property and as the governmental regulatory authority.
8. Buyer proposes to develop the Subject Property by constructing a minimum 25,000 square foot Emergency Medical and Training Facility (Building) and Buyer agrees that within one hundred eighty (180) days from the Effective Date herein, Buyer shall apply for and thereafter diligently pursue the necessary zoning and site plan approval(s) for the construction of the Facility on the Subject Property. Seller will expediently process Buyer's application(s), but nothing herein shall vest or ensure any particular development of the Subject Property. Buyer remains subject to any and all applicable laws, rules and regulations.
9. The parties acknowledge that the Seller, or its agent, may be constructing a fire station or other public facility, "Fire Station," on adjacent City property to the west of the Subject Property. The Buyer shall, at its sole cost and expense, design and construct its onsite stormwater system, "Stormwater System", to accommodate all stormwater retention and detention required to serve the Fire Station. Prior to the initiation of construction of the Stormwater System, Buyer must obtain written confirmation from the Seller that the Stormwater System as designed and submitted for permit(s) will accommodate the stormwater retention



and detention needs of the Fire Station. An appropriate stormwater drainage easement shall be conveyed by the Buyer to the Seller as necessary to allow for the Seller's use of the Stormwater System. Said easement shall be recorded prior to the issuance of the permit for construction of the Stormwater System.

10. The parties acknowledge that the Seller owns the building adjacent to and directly Northwest of the Subject Property, which is currently utilized as a City warehouse, which is referenced to hereinabove as the City Property. At the time the Buyer's new facility is under construction and/or being painted, the Buyer, at their sole cost and expense, shall repaint the exterior of the City warehouse in a similar or complimentary color as the Buyers facility so as to create a unified appearance. Buyer shall be solely responsible for determining the color of paint on such building.
11. Buyer waives any claims against Seller for any defects or other damage to the Subject Property that may exist at closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. Seller and Buyer understand and agree that the Subject Property is being sold AS IS with no warranties or guarantees whatsoever. Seller shall assign any and all warranty, if any, that Seller may have obtained through the transfer of the property to the Seller from Previous Owner.
12. Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. The City has provided the Buyer with a copy of any and all environmental reports that Seller possesses regarding the Subject Property.
13. Buyer shall have the right for a ninety (90) day period (the "Due Diligence Period") after complete execution of the Contract for Sale and Purchase to inspect the Subject Property, review the status of title and make such other inspections (including environmental), feasibility determinations, financing arrangements or other studies as Buyer shall determine necessary. Seller shall make all records and information relating to the Subject Property available to the Buyer within five (5) business days from the Effective Date of this Contract. Buyer shall have the right to terminate the Contract for Sale and Purchase within the Due Diligence Period if Buyer is not satisfied in Buyer's sole and absolute discretion with any matter relating to the Subject Property, the aforesaid inspections, reviews, determinations, financing arrangements or studies, in which case neither party shall have any further liability to the other. In the event the Subject Property does not convey, Buyer shall provide to the Seller a copy of any and all reports, analyses, or studies that were completed on the Subject Property.
14. This Contract sets forth the entire understanding of the parties hereto and there are no other agreements or representations, prior or present, which shall be binding on Seller or Buyer unless specifically included in this Contract. Any prior



or present representations, negotiations or agreements between the parties which are not specifically set forth herein are deemed to have merged herein and are extinguished hereby to the extent not contained herein. This Contract may not be amended in any manner other than by written instrument signed by all parties hereto, and no other modification (whether oral, by course of conduct or otherwise) shall be binding on any party.

15. Subject to Seller's approval, which approval shall not be unreasonably withheld, Buyer shall have the right to relocate the drainage ditch which currently runs along the eastern edge of the Property into the City Right of Way for Daetwyler. Buyer shall bear all costs of said relocation including design, permitting, and construction, and including any costs to maintain the congruity of the drainage Ditch with the Drainage Ditches located along adjacent properties. Buyer shall be solely responsible, in perpetuity, for the maintenance of the relocated ditch. Buyer shall comply with any and all applicable government regulations in the design, permitting, construction, and maintenance of the relocated ditch. In conjunction with Buyer's approval of the relocated ditch, Seller will grant to Buyer any non-exclusive easements which are reasonably necessary for the construction or maintenance of the relocated ditch.
16. Buyer grants to Seller, the exclusive right, from the date of closing herein to January 1, 2050, to repurchase the Subject Property according to the terms and conditions, except as modified herein, of any contract of sale which the Buyer accepts during the term of this right of first refusal. Buyer shall notify Seller within five (5) days after accepting or deciding to accept any offer from a third party to enter into a contract of sale for the Subject Property. Notice shall be accomplished by delivering to the Seller, two (2) copies of the contract, which the Buyer has accepted, together with a notice stating that this contract has been accepted by the Buyer. Delivery must be accomplished by personal service or by Certified U.S. Mail return receipt. To exercise this right of first refusal, the Seller shall deliver notice within ten (10) business days of Seller's receipt of Buyer's notice to the Buyer that Seller is exercising its right of first refusal and agrees to be bound by the contract of sale except that the purchase price for the Property shall be reduced by 53% of the value of the Property as though vacant (which 53% constitutes the value of the Seller's reversionary interest). This foregoing right of first refusal shall automatically terminate upon the Buyer paying to the Seller the Additional Consideration as set forth in Section 5 B of this Addendum. Seller's interest in the Subject Property, by virtue of this provision, is subordinate to the interest of the Mortgagee under the terms of the Mortgage, but to absolutely no other interest. Mortgagee and Mortgage are hereinafter defined.
17. Closing shall occur no later than thirty (30) from the termination of the Due Diligence Period.
18. Buyer intends to purchase the Subject Property with funds borrowed from Wachovia Bank, "Mortgagee", which funds are to be secured by the Subject



Property under the terms of a mortgage, "Mortgage". The Mortgage includes any and all addendums, amendments or assignments. As a condition of this Contract, Buyer shall ensure that the Mortgage contains a provision by which the Seller, City of Orlando, receives actual, written notice of Buyer's default(s) under the terms of the Mortgage and, upon actual receipt of said notice, that Seller shall have sixty (60) days to cure said default, prior to any enforcement action by the Mortgagee.

Other than the Mortgage, Buyer shall not mortgage or otherwise encumber the Subject Property or any portion thereof. This provision shall survive closing.

**Seller:**

**CITY OF ORLANDO, FLORIDA**

By: Joanne Rely

Print Name: Laune Ratterly

Title: Real Estate Mgr.

Date: 1/16/07

**Buyer:**

**FLORIDA EMERGENCY MEDICINE  
FOUNDATION, Inc.**

By: Beth R

Print Name: BETH BRUNN

Title: CHIEF EXECUTIVE OFFICER

Date: January 16, 2007

**APPROVED AS TO FORM AND LEGALITY**

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

1/25, 2006

[Signature]  
Assistant City Attorney



**ADDENDUM TO CONTRACT FOR SALE AND PURCHASE BETWEEN  
THE CITY OF ORLANDO, A FLORIDA MUNICIPAL CORPORATION, SELLER  
AND THE  
FLORIDA EMERGENCY MEDICINE FOUNDATION, INC., BUYER**

1. The closing date is hereby amended to be on or before April 30, 2007.
2. All other terms and provisions of the Contract remain in full force and effect.

**Seller:**

**CITY OF ORLANDO, FLORIDA**

By: Laurie Rott

Print Name: Laurie Rott

Title: Real Estate Manager

Date: 4/9/07

**Buyer:**

**FLORIDA EMERGENCY MEDICINE  
FOUNDATION, Inc.**

By: Beth Brum

Print Name: Beth Brum

Title: CFO

Date: 4-6-2007

**APPROVED AS TO FORM AND LEGALITY**

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

4/9, 2007

[Signature]  
Assistant City Attorney



ADDENDUM #2  
TO CONTRACT FOR SALE AND PURCHASE BETWEEN  
THE CITY OF ORLANDO, A FLORIDA MUNICIPAL CORPORATION, SELLER  
AND THE  
FLORIDA EMERGENCY MEDICINE FOUNDATION, INC., BUYER

1. The closing date is hereby amended to be on or before May 4, 2007.
2. All other terms and provisions of the Contract remain in full force and effect.

**Seller:**

CITY OF ORLANDO, FLORIDA

By: Laurie Bottling

Print Name: Laurie Bottling

Title: Real Estate Mgr.

Date: 4/24/07

**Buyer:**

FLORIDA EMERGENCY MEDICINE  
FOUNDATION, Inc.

By: Bob Br...

Print Name: Bob Br...

Title: CITIZEN EXECUTIVE OFFICER

Date: April 20, 2007

APPROVED AS TO FORM AND LEGALITY  
For the use and reliance of the  
City of Orlando, Florida, only.

4/24, 2007

  
Assistant City Attorney