

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

5D-3

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Meeting Date: June 29, 2010 [] Consent [X] Regular
[] Public Hearing
Department: Housing and Community Development
Submitted By: Housing and Community Development
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: The following in connection with the acquisition of a commercial condominium property at 1000 45th Street in the City of West Palm Beach and its conversion into a homeless resource center: **A)** an Agreement for Purchase and Sale with Hand Surgery Institute, Inc. (Unit No. 2) in the amount of \$542,500; and **B)** a Lease Agreement with Hand Surgery Institute, Inc. (HSI).

Summary: On January 12, 2010, the BCC approved an Agreement for Purchase and Sale and a Lease Agreement with HSI for Unit No. 2, which documents were to have been executed by HSI as approved without alteration. HSI did not execute these documents as presented. The BCC also authorized the Department of Housing and Community Development and the County Attorney's Office to institute eminent domain proceedings, including the hiring of any required experts necessary to acquire Unit No. 2, in the event that HSI did not execute the Agreements. Since HSI declined to execute the Agreements at the offered amount of \$391,750, the County Attorney's Office filed an eminent domain case against the HSI (Case # 502010CA003601XXXXMB).

Staff has continued to negotiate with HSI to avoid costly litigation which has resulted in an amicable settlement presented herein. As a result of negotiations that took into account information presented by representatives of HSI (including an appraisal that valued Unit No. 2 at \$478,500), discussions with the County's real estate appraiser, and a review of the County's potential financial exposure in an eminent domain case, the County offered, and HSI has accepted, a comprehensive offer of \$542,500 which includes \$450,000 for the real estate and \$92,500 as compensation for expenses incurred in the negotiation of this administrative settlement and the reestablishment of the Seller's medical practice. Staff acknowledges the Property Review Committee (Committee) provision established in the recently adopted Palm Beach County Real Property Acquisition, Disposition and Leasing Ordinance. One aspect of the provision requires the Committee to review, evaluate and advise the Board on real estate transactions when, the final agreed on price varies from the appraised value by more than 10%. However, due to the timing and facts of this specific proposed settlement, it is the opinion of the County Attorney's office that this proposed settlement does not need to go to the Committee before coming to the Board of County Commissioner's for approval due to the following: a) the Committee has not been staffed yet and no formal appointments have been made or are pending; b) the Homeless Resource Center Project is primarily funded by a \$7,500,000 grant from the Federal Department of Housing and Urban Development, which could be jeopardized if the acquisition process is not timely completed, and c) the results of the negotiations have limited the County's financial exposure that could result from a court order in the recently filed eminent domain proceeding. Of the \$542,500 Purchase Price, \$136,312 is being funded by Community Development Block Grant Funds, \$78,500 is being funded by the Inter-Local Agreement with the City of West Palm Beach and \$327,688 is being funded by the County. Approval of these Agreements will result in the dismissal of the pending eminent domain suit and conclude the Acquisition process. Approval of the purchase of this property must be by supermajority (five commissioners) of the Board pursuant to the PREM Ordinance. District 7 (TKF)

Background and Justification:

On January 12, 2010 (R2010-0131 thru R2010-0137), the Board of County Commissioners (BCC) approved the purchase of seventeen (17) commercial condominium units at 1000 45th Street for the establishment of a homeless resource center. Based on such approval, Unit No. 1 and Units No. 3 through No.17 were acquired.

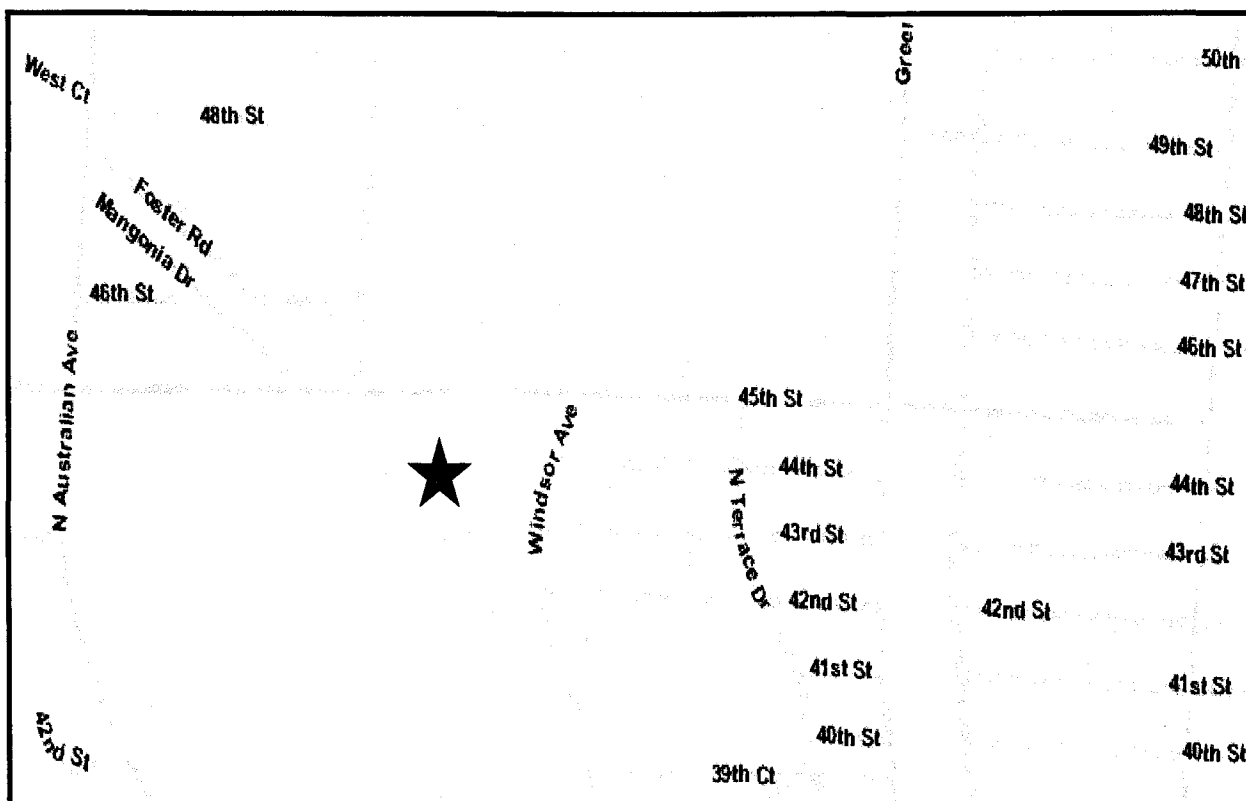
The commercial condominium complex at 1000 45th Street has eight buildings with 34,035 square feet of improved space, on 3.83 acres of land, containing seventeen commercial condominium units. Of the sixteen units acquired by the County to date, two are tenant occupied. The leases for these two tenants will expire on June 30, 2010.

Attachments:

1. Location Maps
2. Agreement for Purchase and Sale with Hand Surgery Institute, Inc.
3. Lease Agreement with Hand Surgery Institute, Inc.

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Recommended by: Edward B. Powell 6/17/2010
Department Director Date
Approved By: Sharon B. [Signature] 6/23/10
Assistant County Administrator Date
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Location Maps
1000 45th Street, West Palm Beach, FL
Proposed Homeless Resource Center



AGREEMENT FOR PURCHASE AND SALE

between

**PALM BEACH COUNTY,
a political subdivision of the
State of Florida, as Purchaser**

and

**HAND SURGERY INSTITUTE, INC.,
a Florida corporation,
as Seller**

AGREEMENT FOR PURCHASE AND SALE

This Agreement for Purchase and Sale is made and entered into on _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County") and HAND SURGERY INSTITUTE, INC., a Florida corporation (hereinafter referred to as the "Seller").

WITNESSETH:

1. **DEFINITIONS.** The following terms as used herein shall have the following meanings:

1.1 **"Agreement"** - this instrument, together with all exhibits, addenda, and proper amendments hereto.

1.2 **"Closing and Closing Date"** - the consummation of the transaction contemplated hereby which shall be held upon the date reflected in Section 11.2 of this Agreement, unless extended by the terms of this Agreement, or by mutual consent of the parties.

1.3 **"Community Development Block Grant Funding (CDBG Funding)"** - Federal Community Development Block Grant Funds received from the U. S. Department of Housing and Urban Development under the Community Development Block Grant Program.

1.4 **"Current Funds"** - wire transfer or a Palm Beach County warrant drawn against a public banking institution located in Palm Beach County, Florida.

1.5 **"Effective Date"** - the Effective Date of this Agreement shall be the date upon which the Palm Beach County Board of County Commissioners approves this Agreement at a formal meeting of the Board.

1.6 **"Inspection Period"** - that certain period of time commencing upon the Effective Date and terminating ten (10) days thereafter unless extended for thirty days at County's sole option.

1.7 **"Litigation"** - Palm Beach County v. Hand Surgery Institute, Inc., (Case No. 502010CA003601XXXXMB), the eminent domain lawsuit filed by the County against Seller in the Palm Beach County Circuit Court.

1.8 **"Permitted Exceptions"** - those exceptions to the title of the Property as set forth in Exhibit "A" attached hereto, together with any other title matters that may be accepted in writing by the County.

1.9 **"Property"** - the Real Property.

1.10 **"Purchase Price"** - the price set forth in or determined in accordance with Section 3.1 of this Agreement.

1.11 **"Real Property"** - Unit 2, 1000 FORTY-FIFTH CONDOMINIUM, according to the Declaration of Condominium thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Official Record Book 4413, Page 598, together with an undivided interest in the common elements declared in said Declaration of Condominium to be an appurtenance to the above described unit.

1.12 **"URA"** - the Uniform Relocation Assistance and Real Property Assistance Policies Act.

1.13 **"1000 Forty-Fifth Condominium"** - a medical office condominium property located at 1000 45th Street, West Palm Beach, Florida.

2. **SALE AND PURCHASE.** In consideration of the mutual covenants herein contained, and various other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller agrees to sell and convey to County and County agrees to purchase from Seller, on the terms, covenants, and conditions hereinafter set forth, the Property, together with all improvements located thereon, if any, and all right, title, interest, privileges, estates, tenements, hereditaments, and appurtenances appertaining to the Real Property, including, without limitation, any and all streets, roads, highways, easements, accesses, and rights of way appurtenant thereto.

3. **PURCHASE PRICE AND METHOD OF PAYMENT.**

3.1 **Purchase Price.** The purchase price shall be Five Hundred Forty Two Thousand Five Hundred Dollars (\$542,500), which amount was calculated as follows: \$450,000 for the Real Property, \$70,000 for reestablishment costs to reestablish Seller's medical office at another location, \$20,000 in attorney fees and \$2,500 for appraisal reimbursement. The Purchase Price represents the total full and just compensation due to Seller relating to County's acquisition of the Property other than the eligible costs reimbursable to Seller pursuant to the URA.

3.2 **Payment of Purchase Price.** On the Closing Date, County shall pay the total amount of the Purchase Price of the Property in Current Funds, subject to any adjustments, credits, and prorations as herein provided.

4. **ACKNOWLEDGMENTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** As a material inducement to County to enter into this Agreement, Seller hereby acknowledges, represents, and warrants to County as follows:

4.1 Seller is indefeasibly seized of marketable, fee simple title to the Property, and is the sole owner of and has good right, title, and authority to convey and transfer the Property free and clear of all liens and encumbrances, excepting only the Permitted Exceptions.

4.2 The Property abuts a public roadway to which access is not limited or restricted.

4.3 There is no litigation, investigation, or proceeding pending, other than the Litigation, or to the knowledge of Seller threatened, which relates to or adversely affects Seller's ability to perform its obligations under this Agreement.

4.4 There are no judicial or administrative actions, suits, or judgments affecting the Property pending, or to the knowledge of Seller threatened, which relate to or adversely affect Seller's ability to perform its obligations under this Agreement, including, without limitation, those relating to any laws, ordinances, rules, or regulations of any governmental authority having jurisdiction of the Property.

4.5 There are no existing or pending general or special assessments affecting the Property, which are or may be assessed by any governmental authority, water or sewer authority, school district, drainage district, or any other special taxing district.

4.6 Seller represents that simultaneously with Seller's execution of this Agreement, Seller has executed and delivered to County, the Seller's Disclosure of Beneficial Interests attached hereto as Exhibit "B" (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Property as required by Section 286.23 of the Florida Statutes. Seller warrants that in the event there are any changes prior to Closing to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Property after the date of execution of the Disclosure, Seller shall immediately, and in every instance, provide written notification of such change to the County in the manner required by Section 16 of this Agreement. Seller warrants that at Closing, Seller shall provide County with a Disclosure that accurately discloses the beneficial interests in the ownership of the Property at the time of Closing regardless of whether or not the information contained therein has changed from the date of execution of the original Disclosure.

4.7 There are no condemnation (other than the Litigation), environmental, zoning, or other land-use regulation proceedings, either instituted or planned to be instituted, with regard to the Property.

4.8 On the Closing Date there will be no outstanding contracts made by Seller for any improvements to the Property which have not been fully paid for, and Seller shall cause to be discharged all mechanics' or construction liens arising from any labor or materials furnished to the Property prior to the time of Closing.

4.9 All documents executed or to be executed by Seller which are to be delivered to County at Closing will be legal, valid, and binding obligations of Seller.

4.10 There are no service contracts affecting the Property which will survive Closing.

4.11 That all general or special assessments or any other payments due to the condominium association have been fully paid or will be paid at or prior to Closing, and that Seller is not in violation of any condominium rules or regulations.

4.12 That all ad valorem and non-ad valorem taxes for the Property have been fully paid or

will be paid at or prior to Closing in accordance with Paragraph 12 hereof, for the year of Closing and all prior years.

4.13 Seller has entered into no other contracts for the sale of any portion of the Property which remain in force.

4.14 There are no facts known to Seller affecting the value of the Property which have not been disclosed in writing to County.

4.15 Seller has complied and shall comply from the date hereof until Closing with all applicable Federal, State, County and municipal regulations, rules, ordinances, statutes and other requirements and regulations pertaining to the Property.

4.16 Seller has not used, is not currently using and will not in the future (for so long as Seller owns the same) use the Property for the handling, storage, transportation or disposal of hazardous materials and, to the best of Seller's knowledge, the Property has not in the past been so used, with the exception of medical waste which has been handled and disposed of in compliance with all applicable regulations regarding the handling and storage of medical waste.

4.17 There are no tenants occupying the Property and Seller is in sole and exclusive possession of the Property.

4.18 Seller represents that simultaneously with Seller's execution of this Agreement, Seller has executed and delivered to County, a Lease Agreement, in the form attached hereto as Exhibit "C", (the "Lease") evidencing the Seller's intent to continue occupancy of the Real Property as a tenant effective immediately upon Closing.

In the event that any of Seller's acknowledgments, representations and warranties shall prove to be materially untrue, the same shall be considered a default for which the County shall have the rights and remedies identified in Section 18.1 hereof.

5. **INSPECTION OF PROPERTY.** Upon Seller's execution of this Agreement and during the Inspection Period, County and its engineers, surveyors, agents and representatives shall have unrestricted access to the Property for purposes of survey, testing, inspection, and appraisal thereof. County shall make reasonable effort to conduct such inspections in a manner that is not disruptive to Seller's business operations. All surveys, testing, inspections, and appraisals shall be conducted by County at its expense, and shall be performed by licensed persons or firms dealing in the respective areas or matters tested. All testing shall be done in the least intrusive manner reasonably practical. In the event County elects not to close upon its purchase of the Property, County shall restore the Property to the condition in which it existed prior to such inspections, using materials of like kind and quality. Nothing contained herein shall be construed to prohibit County from disclosing the results of said inspections as may be required by applicable law. In the event that such inspections shall reveal a deficiency in the Property or the value thereof, as determined by County in its sole and absolute discretion, County shall have the right to terminate this Agreement at any time during the Inspection Period by giving written notice thereof to Seller, whereupon the parties shall be relieved of all further obligations hereunder.

6. **EVIDENCE OF TITLE.**

6.1 Within fifteen (15) days after the Effective Date of this Agreement, County shall obtain an owner's title insurance commitment, together with legible copies of all exceptions to coverage reflected therein, issued by SouthEast Guaranty and Title, Inc., agreeing to issue to the County upon the recording of the Warranty Deed to the Real Property, an owner's title insurance policy in the amount of the Purchase Price, insuring the marketability of the fee title of the County to the Real Property, subject only to the Permitted Exceptions. The cost of said title insurance commitment and title insurance policy and any premium therefor shall be borne by County.

The County shall have until the end of the Inspection Period in which to review the title insurance commitment. In the event the title insurance commitment shall show as an exception any matter other than the Permitted Exceptions, County shall notify Seller of County's objection thereto, and Seller shall act with reasonable effort, including bringing suit, to remove such exception(s), which exceptions shall be deemed to constitute title defects. The Seller shall be entitled to ninety (90) days from the date of notification by County (with adjournment of the Closing Date, if necessary) within which to cure such defects or to make arrangements with the title insurer for deletion of any such title defects from the title insurance commitment without the inclusion of any additional exceptions to coverage. Notwithstanding the foregoing, Seller shall have the option of discharging any such matters at closing with the closing proceeds. If the defect(s) shall not have been so cured or removed from the title

insurance commitment by endorsement thereto at the termination of the said ninety (90) day period, County shall have the option of: (a) accepting title to the Property as it then exists; or (b) terminating this Agreement, by giving written notice thereof to Seller, provided, however, County shall not thereby waive any rights or remedies available to County due to such default by Seller, including an action for damages.

6.2 County may request, prior to the Closing, an endorsement of the title insurance commitment making it effective to within fifteen (15) days of the Closing Date. At Closing, Seller shall cause the title insurance commitment to be endorsed to remove, without the inclusion of any additional exceptions to coverage, any and all requirements or preconditions to the issuance of an owner's title insurance policy, and to delete any exceptions for: (a) any rights or claims of parties in possession not shown by the public records; (b) encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection of the Property (provided County obtains a survey in accordance with Section 7 hereof); (c) easements or claims of easement not shown by the public records (provided County obtains a survey in accordance with Section 7 hereof); (d) any lien, or right to a lien, for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public records; (e) taxes for the year of Closing and all prior years, and taxes or special assessments which are not shown as existing liens by the public records; (f) matters arising or attaching subsequent to the effective date of the title insurance commitment but before the acquisition of record of title to the Property by the County; and (g) any general or specific title exceptions other than the Permitted Exceptions.

6.3 From and after the Effective Date of this Agreement, Seller shall take no action which would impair or otherwise affect title to any portion of the Property, and shall record no documents in the Public Records which would affect title to the Real Property, without the prior written consent of the County.

7. **SURVEY.** County shall have the right, within the time period provided in Section 6 for delivery and examination of title, to obtain a current survey of the Real Property and all improvements thereon. If the survey reveals any encroachments, overlaps, boundary disputes, or other defects, or any matters other than the Permitted Exceptions, the same shall be treated as title defects as described in Section 6 of this Agreement, and County shall have the same rights and remedies as set forth therein.

8. **MAINTENANCE.** Between the Effective Date and Closing, Seller shall maintain the Property in the condition in which it existed as of the Effective Date. Notwithstanding the foregoing, Seller shall deliver the Property at Closing free of any trash, refuse or other debris, and in full compliance with all governmental regulations. Seller shall bear the risk of any loss, damage or casualty to the Property prior to Closing. County shall have access to the Property at any reasonable time prior to Closing to verify Seller's compliance herewith.

9. **PERSONAL PROPERTY.** Seller hereby represents to County that Seller presently occupies the Real Property where Seller conducts its business operations. Seller owns or leases items of Personal Property (tangible and movable property that is not classified as Real Property) that Seller uses to conduct its business operations. Seller intends to vacate the Real Property according to this Agreement and/or the Lease Agreement attached hereto. At the time Seller vacates the Real Property, County shall pay for the cost of moving Seller's items of Personal Property as required by regulations pertaining to the URA.

10. **CONDITION PRECEDENT TO CLOSING.** The following are conditions precedent to County's obligation to close upon its purchase of the Property: (1) Seller shall have performed all of the covenants and obligations under this Agreement that it is obligated to perform at or prior to Closing, on or prior to the dates such performance is required hereby; (2) Seller's representations and warranties identified in this Agreement shall be true and correct; (3) there shall have been no change in the condition of the Property or the status of title to the Property, other than as specifically permitted by this Agreement and; (4) County shall have received the federal funding required to purchase the Property. The foregoing conditions precedent are for the exclusive benefit of County and may be unilaterally waived by the County.

11. **CLOSING.** The parties agree that the Closing upon the Property shall be consummated as follows:

11.1 **Place of Closing.** The Closing shall be held at the County's Property and Real Estate Management Division office, 2633 Vista Parkway, West Palm Beach, Florida.

11.2 **Closing Date.** The Closing shall occur ten (10) days after expiration of the Inspection Period.

11.3 **Closing Documents.** At Closing, Seller shall execute the following documents:

11.3.1 **Statutory Warranty Deed.** A Statutory Warranty Deed conveying good and marketable fee simple title to the Property, subject only to the Permitted Exceptions.

11.3.2 **Seller's Disclosure of Beneficial Interests.** A Seller's Disclosure of Beneficial Interests as required by Section 286.23, Florida Statutes, which accurately discloses the name and address of any person or entity having a 5% or greater beneficial interest in the ownership of the Property as of the date of Closing. The foregoing shall be in addition to any Disclosure or notice of change thereto previously provided to County, and in the same form as previously provided to County.

11.3.3 **Affidavit of Seller.** A Seller's Affidavit stating that the Property is free and clear of all encumbrances, mortgages, liens, leases, licenses, contracts or claim of rights in a form sufficient to permit the title insurer to delete the "Gap" and "Standard Exceptions" from the title insurance policy and insure County's title to the Property in accordance with Section 6 of this Agreement, subject only to the Permitted Exceptions.

11.3.4 **Non-Foreign Affidavit.** Seller represents and warrants to County that Seller is not a "foreign person" as defined by the Federal Foreign Investment in Real Property Tax Act (the "Act"). At Closing, the Seller shall execute and deliver to County a "Non-Foreign Affidavit," as required by the Act. Seller acknowledges that in the event Seller fails to deliver the Non-Foreign Affidavit, County shall be authorized to withhold from the closing proceeds an amount equal to ten percent (10%) of the gross amount of the purchase price, and to remit same to the Internal Revenue Service, as required by the Act.

11.3.5 **Closing Statement.** A Closing Statement prepared in accordance with the terms hereof.

11.3.6 **Dismissal of Litigation.** The Stipulation of Settlement, Order Approving Stipulation and Dismissal Closing Case attached hereto as Exhibit "D" (the "Litigation Dismissal") dismissing the Litigation with prejudice, the original of which will be filed with the Court immediately following Closing.

11.3.7 **Additional Documents.** Seller shall also deliver and/or execute such other instruments as are necessary or reasonably required to consummate the transactions herein contemplated including, without limitation, if applicable, such documents as County or the title company may require evidencing Seller's existence, good standing, power and authority to enter into and consummate the transaction herein contemplated.

11.4 **Possession.** At Closing, Seller shall deliver full, complete, and exclusive possession of the Property to the County, subject only to the rights in favor of the Seller created by the Lease.

11.5 **County's Obligations.** At Closing, County shall deliver, or cause to be delivered, to Seller the required payment due in Current Funds as provided elsewhere herein, the Lease and the Litigation Dismissal.

12. **EXPENSES.**

12.1 County shall pay the following expenses at Closing.

12.1.1 The cost of recording the deed of conveyance.

12.1.2 Documentary Stamps required to be affixed to the deed of conveyance, if any.

12.1.3 All costs and premiums for the owner's title insurance commitment and policy.

12.2 Seller shall pay the following expenses at Closing:

12.2.1 All costs necessary to cure title defect(s) or encumbrances, other than the Permitted Exceptions, and to satisfy or release of record all existing mortgages and liens upon the Property.

12.2.2 All rents, deposits, or costs required by the Lease Agreement.

12.3 The Seller and County shall each pay their own attorney's fees.

13. **PRORATIONS.**

13.1 **Taxes.** On or before the Closing Date, Seller shall establish an escrow fund with the County Tax Collector pursuant to Florida Statutes Section 196.295, and shall pay into said escrow Seller's prorata portion of ad valorem and non-ad valorem real property taxes and assessments for the year of Closing and any prior years as determined by the Tax Collector. Seller's prorata share of all taxes and assessments shall include the day of Closing.

13.2 **Assessments.** If as of the Closing Date, assessments or charges have been imposed against the Property or any part thereof which are, or which may become payable in annual installments, the first installment of which is then a charge or lien, or has been paid, then for the purposes of this Agreement, all of the unpaid installments of any such assessments, including those which become due and payable after the Closing Date, shall be deemed to be due and payable and to be a lien upon the premises affected thereby, and shall be paid and discharged by the Seller on or before the Closing Date. Any other assessments not deemed to be due and payable as aforesaid which burden County owned property shall be deemed to be payable on a calendar year basis in arrears and prorated accordingly.

14. **CONDEMNATION.** The parties agree that this agreement is being entered into under threat of condemnation and specifically in resolution of the Litigation. In the event that all or any part of the Property shall be acquired or condemned by an entity other than County, for a public or quasi-public use or purpose other than that intended by County in connection with this acquisition, or if any acquisition or condemnation proceedings shall be threatened or begun prior to the closing of this transaction by an entity other than County for such other public or quasi-public use or purpose, County shall have the option to either terminate this Agreement, and the obligations of all parties hereunder shall cease, or to proceed, subject to all other terms, covenants, conditions, representations, and warranties of this Agreement, to Closing, receiving, however, any and all damages, awards, or other compensation arising from or attributable to such acquisition or condemnation proceedings.

15. **REAL ESTATE BROKER.** Seller represents and warrants to County that it has not dealt with any broker, salesman, agent, or finder in connection with this transaction other than D. P. Lewis and Associates, Inc. ("Broker"). Seller shall be responsible for any commissions or compensation due to Broker relating to this transaction. Seller agrees to indemnify, defend, save, and hold County harmless from the claims and demands of Broker and any other real estate broker, salesman, agent or finder claiming to have dealt with Seller. All indemnities provided for in this Section shall include, without limitation, the payment of all costs, expenses, and attorney's fees incurred or expended in defense of such claims or demands. The terms of this Section shall survive the closing or termination of this Agreement.

16. **NOTICES.** All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

16.1 County:

Palm Beach County
Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Fax 561-233-0210

With a copy to:
County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791
Fax 561-355-4398

With a copy to:
M. Timothy Hanlon, Esquire
Alley, Maass, et. al
340 Royal Poinciana Way
Suite 321
Palm Beach, Florida 33480-0431
Fax 561-833-2261

16.2 Seller:

Hand Surgery Institute, Inc.
Attention: Dr. Roberto J. Acosta, President
1000 45th Street, Unit #2
West Palm Beach, FL 33407
Fax 561-842-2988

Any party may from time to time change the address at which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

17. **ASSIGNMENT.** Neither County nor Seller may assign this Agreement or any interest herein without the prior written consent of the other party, which may be granted or withheld at such other party's sole and absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Agreement. This provision shall be construed to include a prohibition against any assignment, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

18. **DEFAULT.**

18.1 **Defaults by Seller.** In the event Seller fails, neglects or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, County shall have the right to (1) terminate this Agreement by written notice to Seller, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant Seller a reasonable period of time within which to cure such default during which time Seller shall utilize Seller's best efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms of this Agreement. In the event County elects option number two (2) set forth hereinabove and Seller fails or is unable to cure such default within the applicable time period, County shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event County elects option number three (3) and County is unable to obtain specific performance of this Agreement for any reason, County shall have the right to terminate this Agreement and pursue damages.

18.2 **Defaults by County.** In the event County fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, Seller shall have the right to (1) terminate this Agreement at any time prior to Closing by written notice to County, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant County a reasonable period of time within which to cure such default during which time County shall utilize County's best efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms hereof. In the event Seller elects option number two (2) set forth hereinabove and County fails or is unable to cure such default within the applicable time period, Seller shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event Seller elects option number three (3) and Seller is unable to obtain specific performance of this Agreement for any reason, Seller shall have the right to terminate this Agreement and pursue damages.

19. **GOVERNING LAW & VENUE.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

20. **BINDING EFFECT.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

21. **MEMORANDUM OF AGREEMENT.** Seller represents that simultaneously with Seller's execution of this Agreement, Seller has executed and delivered to County the Memorandum of Agreement attached hereto as Exhibit "E". The County shall be entitled to record the Memorandum of Agreement in the Public Records of Palm Beach County, Florida. In the event County exercises its right

to terminate this Agreement, County shall deliver a termination of such Memorandum of Agreement to Seller within sixty (60) days of such termination.

22. **TIME OF ESSENCE.** Time is of the essence with respect to the performance of each and every provision of this Agreement where a time is specified for performance.

23. **INTEGRATION.** This Agreement constitutes the entire understanding and Agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all of the parties hereto.

24. **EFFECTIVE DATE OF AGREEMENT.** This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

25. **HEADINGS.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

26. **NON-DISCRIMINATION.** The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, familial status, marital status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

27. **CONSTRUCTION.** No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

28. **ENTIRE UNDERSTANDING.** This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Agreement.

29. **SURVIVAL.** The parties' warranties, agreements, covenants and representations set forth in this Agreement shall not be merged and shall survive consummation of the transaction contemplated by this Agreement.

30. **WAIVER.** No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

31. **AMENDMENT.** This Agreement may be modified and amended only by written instrument executed by the parties hereto.

32. **INCORPORATION BY REFERENCE.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

33. **TIME COMPUTATION.** Any references in this Agreement to time periods of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays, and federal or state legal holidays; any time period provided for in this Agreement that shall end on a Saturday, Sunday, or federal or state legal holiday shall extend to 5:00 p.m. (EST) of the next day that is not a Saturday, Sunday, or federal or state legal holiday.

34. **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 testing may be obtained from your County public health unit.

35. **NO REVOCATION.** Seller agrees that by its execution of this Agreement, Seller is making an offer to sell its Property to County according to the terms contained in this Agreement, and Seller's offer to sell may not be revoked prior to presentation of the Agreement for consideration by the Board of County Commissioners, which shall occur no later than July 20, 2010. Seller also authorizes County to begin the inspection of the Property set forth in Section 5 herein prior to approval of this Agreement by County.

36. **AUTHORITY TO ENTER INTO AGREEMENT.** Seller represents that simultaneously with Seller's execution of this Agreement, Seller has executed and delivered to County the Corporate Signature Authority attached hereto as Exhibit "F".

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on the dates set forth below.

Signed, sealed, and delivered
in the presence of:

Date of Execution by Seller:

As to Seller:

June 23, 2010

SELLER:
HAND SURGERY INSTITUTE, INC.
a Florida corporation

Amy Garcia
Witness Signature

Amy Garcia
Print Witness Name

By: [Signature]
Roberto J. Acosta
Its President

(CORPORATE SEAL)

Joseph Greco
Witness Signature

Joseph Greco
Print Witness Name

Date of Execution by County:

_____, 20____

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair
Board of County Commissioners

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

By: [Signature]
Department Director

SCHEDULE OF EXHIBITS

EXHIBIT "A" - Permitted Exceptions

EXHIBIT "B" - Seller's Disclosure of Beneficial Interests

EXHIBIT "C" - The Lease

EXHIBIT "D" - The Litigation Dismissal

EXHIBIT "E" - Memorandum of Agreement

EXHIBIT "F" - Corporate Signature Authority

EXHIBIT "A"

PERMITTED EXCEPTIONS

1. Terms, conditions, declarations, uses, options, leases, agreements, easements, covenants, restrictions, and assessments, as shown in Declaration of Condominium of 1000 Forty-Fifth Condominium recorded in Official Record Book 4413, Page 598; Amendment recorded in Official Record Book 10327, page 1736, Public Records of Palm Beach County, Florida.
2. Easement in favor of FLORIDA POWER & LIGHT COMPANY, filed in Official Record Book, 3870, Page 1678, Public Records of Palm Beach County, Florida.
3. Aerial Easement to FLORIDA POWER & LIGHT COMPANY, filed in Official Record Book, 7028, Page 1015, Public Records of Palm Beach County, Florida.
4. Terms and provisions as set forth in Easement Agreement by ROBERT Q. WYCKOFF and WILLIAM J. HUTCHISON, to BONITA DEVELOPMENT CORPORATION, a Florida Corporation, filed in Official Record Book 3666, Page 853, Public Records of Palm Beach County, Florida.
5. Terms and provisions as Set forth in Agreement by BONITA DEVELOPMENT CORPORATION, to ROBERT Q. WYCKOFF and WILLIAM J. HUTCHISON, filed in Official Record Book 3666, Page 848, Public Records of Palm Beach County, Florida.
6. Lease Agreement between Palm Beach County and Hand Surgery Institute, Inc.

**SELLER'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)**

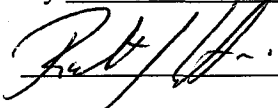
TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

BEFORE ME, the undersigned authority, this day personally appeared, Roberto J. Acosta, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

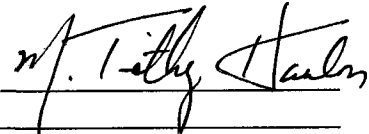
1. Affiant is the President of HAND SURGERY INSTITUTE, INC., a Florida corporation, (the "Owner") which entity is the owner of the real property legally described as: **Unit 2, 1000 FORTY-FIFTH CONDOMINIUM, according to the Declaration of Condominium thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Official Record Book 4413, Page 598, together with an undivided interest in the common elements declared in said Declaration of Condominium to be an appurtenance to the above described unit (the "Property").**
2. Affiant's address is: 1000 45th Street, Unit #2, West Palm Beach, FL 33407.
3. Attached hereto, and made a part hereof, as Attachment "1" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Owner and the percentage interest of each such person or entity.
4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its purchase of the Property.
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

By Roberto J. Acosta
 _____, Affiant

The foregoing instrument was sworn to, subscribed and acknowledged before me this 23rd day of June, 2010, by Roberto J. Acosta, as President of Hand Surgery Institute, Inc., who is personally known to me OR who produced _____ as identification and who did take an oath.

(NOTARY SEAL BELOW)

Notary Signature: 
Notary Name: _____
Notary Public State of Florida

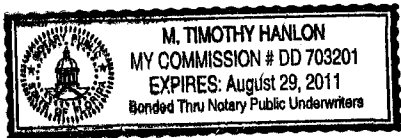


EXHIBIT "C"

LEASE AGREEMENT

between

PALM BEACH COUNTY

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

and

HAND SURGERY INSTITUTE, INC., a Florida corporation

(Tenant)

LEASE AGREEMENT

THIS LEASE made and entered into by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County" and **HAND SURGERY INSTITUTE, INC.**, a Florida corporation, (EIN: #650837976); hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, County intends to acquire the Premises as defined herein from Tenant; and

WHEREAS, as a condition of the sale of the Premises to County, Tenant desires to lease the Premises from County on a short-term basis to allow Tenant time to relocate; and

WHEREAS, County is willing to lease Premises to Tenant for the use set forth hereinafter;

NOW THEREFORE, in consideration of Tenant's sale of the Premises to County, the covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I
BASIC LEASE PROVISIONS**

Section 1.01 Premises.

County hereby demises and leases to the Tenant, and Tenant rents from County, the real property legally described as Unit 2, 1000 FORTY-FIFTH CONDOMINIUM, according to the Declaration of Condominium thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Official Record Book 4413, Page 598 together with nonexclusive ingress, egress and access to the Premises from 45th Street and non-exclusive use of the parking spaces designated on Exhibit "A" attached hereto and incorporated herein by reference (the "Premises"). After the tenants of Units 3 and 4 have vacated such units, Tenant shall have the exclusive use of the 25 parking spaces designated as Future Exclusive Parking on Exhibit "A" (and shall no longer have rights regarding the remaining parking shown on such exhibit). County sole responsibility to ensure the Future Exclusive Parking is available exclusively to Tenant will be to post signage designating such parking as reserved exclusively for Tenant and to include a contractual provision in its contract with its contractor performing renovations to the adjacent property prohibiting such contractor from utilizing the Future Exclusive Parking. Additionally, County will impose a contractual obligation upon such contractor to require all construction traffic to turn east after entering the property and circulate the buildings utilizing the driveways on the east side of the property, rather than through the parking area shown on Exhibit "A". Tenant acknowledges that notwithstanding defining the Premises by reference above to the Declaration of Condominium, County shall have the right to terminate such condominium at any time during the Term.

Section 1.02 Length of Term and Commencement Date.

The term of this Lease shall commence upon the date of Tenant's conveyance of the Premises to County (the "Commencement Date") and shall expire December 31, 2010. (the "Term").

Section 1.03 County's Acquisition Funding and Associated Requirements.

County intends to use Federal Community Development Block Grant Funds in connection with its acquisition of the Premises, the use of which requires compliance with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act ("URA"). Tenant acknowledges having been informed in writing by the County of the aforesaid and understands that it may be eligible to receive certain relocation assistance and payments under URA.

Section 1.04 URA Relocation Assistance.

URA Moving expenses to include all items allowed under the URA, including the commercial move of office to new facility, moving of x-ray machine and other equipment, phone system, computer system and wiring, alarm system, sound system, cost of substitute personal property (e.g., if alarm, sound, phone or computer systems cannot be moved), professional announcements, mailing to patients, providers, insurance companies, governmental entities, pharmaceuticals and other vendors regarding change of address, new yellow pages advertisement, replacement stationery, business checks and other required change of address printing, licenses, permits, fees or certifications, space planner to design new layout and other

similar related costs of moving.

URA Moving/Utility Installations to include all items allowed under the URA including the establishment of all utilities from the right of way to the building, plumbing to include wet sink installations in each exam room equal to the amount in number as in the existing facility, all items necessary to move and re-install the existing x-ray equipment (including electrical and wiring to the machine) and to provide the safety related improvements to the area in which the equipment will be located, and reimbursement for reinstalling relocated personal property, machinery, equipment, substitute property and connections to utilities available within the building including wiring for phone, alarm, computers and cable television. Modifications to personal property, including those mandated by Federal, State or Local Law, Code or Ordinance, necessary to adapt it to the replacement site, and modifications necessary to adapt utilities at the replacement site to personal property are also included.

Retrofit for safety/hurricane glass and security shutters, signage at new facility, and ADA compliance costs are included in the URA Re-Establishment expenses.

Section 1.05 Provisions Subject to URA.

This Lease shall be subject to the requirements of the URA. Except as stated in the last sentence of this Section 1.05, in the event of any conflicts between the provisions of this Lease and the requirements of URA, the requirements of the URA shall control. Notwithstanding the forgoing, in the event the URA limits the payments due tenant under Section 1.04, Section 1.04 of this Lease shall control.

**ARTICLE II
RENT**

Section 2.01 Rent.

Tenant shall not be obligated to pay County any rent for Premises for the Term of this Lease.

Section 2.02 Unpaid Fees, Holdover.

In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate of one and one-half percent (1 1/2 %) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by County. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to County pursuant to this Lease or from enforcing any other provisions contained herein or implied by law. In the event Tenant shall holdover, refuse or fail to relinquish possession of the Premises at the expiration or termination of this Agreement, Tenant shall be liable to County for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to County during the entire period of such holdover, double rental, as provided for in Chapter 83.06, Florida Statutes in the amount of \$7,250 per month.

Section 2.03 Accord and Satisfaction.

In the event Tenant pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. The County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Lease or under the law.

**ARTICLE III
CONDITION OF LEASED PREMISES, ALTERATIONS**

Section 3.01 Acceptance of Premises by Tenant.

Tenant has occupied the Premises for twelve (12) years and acknowledges, agrees, and certifies that Tenant has inspected the Premises and accepts same "As Is", in its existing condition, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Tenant further acknowledges that the County has made no warranties or representations of any nature whatsoever regarding the Premises including, without limitation, any relating to the physical condition of the Premises or any improvements or equipment located thereon, or the suitability of the Premises or any improvements for Tenant's intended use of the Premises. County shall not be required to perform any repair work, alterations, or remodeling of the Premises as a condition of this Lease. Tenant agrees to perform any and all work at its own cost and expense which is necessary to fully equip and maintain the Premises for the lawful use of the Premises by

Tenant as specified in Section 4.01 of this Lease.

Section 3.02 Alterations.

Tenant shall not make any improvements, additions, modifications or alterations to the Premises.

Section 3.03 No Liens.

Tenant covenants and agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida stating that County's interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Tenant's Premises or other County property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within 10 days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said 10 day period, County may do so and thereafter charge Tenant, and Tenant shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Tenant agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

**ARTICLE IV
CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT**

Section 4.01 Use.

Tenant shall use and occupy the Premises solely and exclusively for a hand surgery facility. Tenant shall not use, permit, or suffer the use of the Premises for any other use, business, or purpose whatsoever without the prior written consent of County, which consent may be granted or withheld in County's sole discretion.

Section 4.02 Waste or Nuisance.

Tenant shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises or which results in an unsightly condition. All refuse is to be removed from the Premises at Tenant's sole cost and expense and Tenant will keep such refuse in proper fireproof containers on the interior of the Premises until removed. Tenant will keep the access to the Premises, the parking areas and other contiguous areas to the Premises free and clear of obstruction. Tenant, at its sole cost and expense, will keep the Premises free of rodents, vermin and other pests.

Section 4.03 Governmental Regulations.

Tenant shall, at Tenant's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant or Tenant's use of the Premises, or the Premises generally. Tenant shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section.

Section 4.04 Non-Discrimination.

Tenant shall assure and certify that it will comply with the Title IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, familial status religion, ancestry, sex, age, marital status, sexual orientation, gender identity or expression, or disability with respect to any activity occurring on the Premises or under this Lease. Tenant warrants that in the event the facilities constructed or operated upon the Premises are public facilities the same shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the Premises are located.

Section 4.05 Surrender of Premises.

Upon termination or expiration of this Agreement, Tenant, shall surrender the Premises to the County in the same condition the Premises were in as of the Commencement Date of this Agreement, reasonable wear and tear excepted. Upon surrender of the Premises, Tenant

shall have removed Tenant's personal property, removable fixtures, and equipment from the Premises. After surrender of the Premises, title to any and all remaining improvements, alterations or personal property within the Premises shall vest in County.

Section 4.06 Hazardous Substance

Tenant shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Tenant's operations, on the Premises or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Tenant shall not cause or permit the Disposal of Hazardous Materials upon the Premises or upon adjacent lands and shall operate and occupy the Premises in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any medical waste, hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. Disposal shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Disposal of a Hazardous Material, whether by Tenant or any third party, shall be reported to County immediately upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials disposed of or discovered upon the Premises or emanating from the Premises onto adjacent lands, as a result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees.

Tenant hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by County, including reasonable attorney's fees and costs, which may arise directly, indirectly or proximately as a result of any violation of the Disposal of any Hazardous Materials upon the Premises or violation of this provision. Tenants responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to alter or diminish any statutory or common law liability of Tenant.

Tenant acknowledges that County would not have entered into this Lease without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive expiration or termination of this Lease.

**ARTICLE V
REPAIRS AND MAINTENANCE OF PREMISES**

Section 5.01 Responsibility of County and Tenant.

County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Premises except that County shall maintain the 45th Street driveway and parking areas shown on Exhibit "A" in which Tenant then has rights in a condition which permits normal use of such areas. Tenant shall keep and maintain all portions of the Premises, and all improvements in good condition and repair, at Tenant's sole cost and expense.

Section 5.02 County's Right to Inspect.

County or County's agents shall have the right, upon reasonable prior notice to Tenant (except that no notice need be given in case of emergency) to enter the Premises for the purpose of inspection of the Premises and the improvements located thereon. Any such entrance into the Premises shall be conducted by County in a manner calculated to minimize interference with or disruption of Tenant's operations within the Premises.

**ARTICLE VI
UTILITIES**

Tenant shall be solely responsible for and promptly pay directly to the utility company or the provider of such service all charges and assessments for any utility services provided including, without limitation, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. In no event shall County be liable for an interruption or failure in the supply of any such utility to the Premises.

ARTICLE VII INSURANCE

Unless otherwise specified in this Lease, Tenant shall maintain, at its sole expense, in full force and effect at all times during the life of this Lease or the performance of work hereunder, insurance limits, coverages or endorsements required herein. Tenant hereby agrees the requirements contained herein, as well as County's review or acceptance of insurance, is not intended to and shall not in any manner limit nor qualify Tenant's liabilities and obligations under this Lease.

Section 7.01 Commercial General Liability.

Tenant shall maintain: Commercial General Liability with limits of liability not less than \$1,000,000 Each Occurrence including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability; Fire Legal liability with a limit not less than \$100,000; and Medical Payments (when available) with a limit not less than \$5,000. Tenant shall ensure such coverage is provided on a primary basis.

Section 7.02 Workers' Compensation & Employers Liability.

Tenant shall maintain Workers' Compensation & Employers Liability in accordance with Chapter 440 Florida Statutes and applicable Federal Acts. Tenant shall ensure such coverage is provided on a primary basis.

Section 7.03 Additional Insured Endorsement.

Tenant shall cause each liability insurance policy required to be maintained by Tenant to be endorsed to add the County as an Additional Insured on, except for Worker's Compensation and Business Auto Liability. The CG 2011 Additional Insured - Managers or Lessors of Premises or CG 2026 Additional Insured - Designated Person or Organization endorsements, or their equivalent, shall be used to endorse the Commercial General Liability policy. The standard Additional Insured endorsement offered by the insurer shall be used to endorse the other policies, when required. Tenant shall ensure the Additional Insured endorsements provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

Section 7.04 Certificate of Insurance.

Ten (10) days prior to the Commencement Date, Tenant shall provide the County with a certificate of insurance evidencing limits, coverages and endorsements required herein. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or not renewed during the life of this Lease, Tenant shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should Tenant fail to maintain the insurance required herein, the County shall have the right, but not the obligation, to purchase or maintain said insurance, and Tenant shall promptly pay as Additional Rent, upon demand from County, all premiums and expenses incurred by County.

Section 7.05 Waiver of Subrogation.

Tenant hereby agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Tenant shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should Tenant enter into such an agreement on a pre-loss basis.

Section 7.06 Deductibles, Coinsurance, & Self-Insured Retention.

Tenant shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy terms.

Section 7.07 No Representation of Coverage Adequacy.

The limits, coverages or endorsements identified herein primarily transfer risk and minimize liability for the County, and Tenant agrees not to rely upon such requirements when assessing risk or determining appropriate types or limits of coverage to protect Tenant against any loss exposures, whether as a result of this Lease or otherwise.

**ARTICLE VIII
INDEMNIFICATION**

Tenant shall indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Lease for any personal injury, loss of life, environmental contamination, and/or damage to property sustained in or about the Premises by reason, during, or as a result of the use and occupancy of the Premises by the Tenant, its agents, employees, licensees, invitees, any subtenant and the general public, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Tenant or by Tenant against any third party, then Tenant shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Tenant recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have entered into this Lease without Tenant's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Lease.

**ARTICLE IX
DESTRUCTION OF PREMISES**

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease or any extension thereof, whereby the same shall be rendered untenable, in whole or in part then either party shall have the right, at its option, to terminate this Lease. County shall not be obligated to restore the Premises and shall retain all insurance proceeds payable on account of said casualty as County's sole property. In the event either party elects to terminate this Lease, the parties shall be relieved of all further obligations hereunder arising after the date of such termination. The termination herein mentioned shall be evidenced in writing.

**ARTICLE X
ASSIGNMENT AND SUBLETTING**

Tenant may not assign, mortgage, pledge or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the Premises nor grant any easements affecting the Premises, without prior written consent of County, which may be granted or withheld at County's absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Lease. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

**ARTICLE XI
DEFAULT**

Section 11.01 Default by Tenant.

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant's failure to pay any sum due hereunder within fifteen (15) days after the same shall become due; (ii) Tenant's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease on Tenant's part to be performed or observed if such failure continues for more than thirty (30) days after notice from County; (iii) Tenant's vacating or abandoning the Premises; or (iv) Tenant's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to pursue such remedies as may be available to County under the law, including, without limitation, the right to give Tenant notice that County intends to terminate this Lease upon a specified date not less than three (3) days after the date notice is received by Tenant, in which event this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the three (3) day period and the County is so notified, this Lease will continue.

Section 11.02 Default by County.

County shall not be in default unless County fails to perform obligations required of County

within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to County, specifying wherein County has failed to perform such obligations; provided, however, that if the nature of County's obligations is such that more than thirty (30) days are required for performance then County shall not be in default if County commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

ARTICLE XII ANNUAL BUDGETARY FUNDING/CANCELLATION

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

ARTICLE XIII QUIET ENJOYMENT

Upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by County or any other person or persons lawfully or equitably claiming by, through or under the County, subject, nevertheless, to the terms and conditions of this Lease. Notwithstanding the foregoing, Tenant acknowledges that County's commencement of renovation of the adjacent units shall not constitute a breach of the foregoing covenant of quiet enjoyment, provided such activities do not unreasonably interfere with the operation of Tenant's medical practice.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Entire Agreement.

This Lease and any Exhibits attached hereto constitute all agreements, conditions and understandings between County and Tenant concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon County or Tenant unless reduced to writing and signed by them.

Section 14.02 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone 561-233-0217
Fax 561-233-0210

With a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone 561-355-2225

Fax 561-355-4398

(b) If to the Tenant at:

Hand Surgery Institute, Inc.
Attention: Dr. Roberto J. Acosta
1000 45th Street, Unit #2
West Palm Beach, FL 33407
Fax 561-842-2988

(c) With a copy to:

M. Timothy Hanlon, Esquire
Alley, Maass, et. al
340 Royal Poinciana Way
Suite 321
Palm Beach, Florida 33480-0431
Fax 561-833-2261

Any party may from time to time change the address at which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

Section 14.03 Severability.

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 14.04 Broker's Commission.

Tenant represents and warrants to County that it has not dealt with any broker, salesman, agent, or finder in connection with this transaction other than D. P. Lewis and Associates, Inc. ("Broker"). Tenant shall be responsible for any commissions or compensation due to Broker relating to this transaction. Tenant agrees to indemnify, defend, save, and hold County harmless from the claims and demands of Broker and any other real estate broker, salesman, agent or finder claiming to have dealt with Tenant. All indemnities provided for in this Section shall include, without limitation, the payment of all costs, expenses, and attorney's fees incurred or expended in defense of such claims or demands. The terms of this Section shall survive the expiration or termination of this Agreement.

Section 14.05 Recording.

Tenant shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of County, which may be granted or withheld at County's sole discretion.

Section 14.06 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.

Section 14.07 Governing Law and Venue.

This Lease shall be governed by and interpreted according to the laws of the State of Florida. Venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida.

Section 14.08 Radon.

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 County's public health unit.

Section 14.09 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 14.1009 Waiver, Accord and Satisfaction.

The waiver by County of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained. The consent or approval by County to or of any act by Tenant requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Tenant.

Section 14.11 Non-exclusivity of Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14.12 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 14.13 Incorporation by Reference.

Exhibits, if any, attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 14.14 Survival.

Notwithstanding any early termination of this Lease, Tenant shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Tenant hereunder arising prior to the date of such termination.

Section 14.15 Effective Date of Lease.

This Lease is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

WITNESSES:

TENANT:
HAND SURGERY INSTITUTE, INC.
a Florida corporation

Witness Signature

By: _____
Roberto J. Acosta
Its President

Print Witness Name

(CORPORATE SEAL)

Witness Signature

Print Witness Name

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair
Board of County Commissioners

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County Attorney

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR PALM
BEACH COUNTY, FLORIDA

PALM BEACH COUNTY, a political
Subdiviion of the State of Florida,

CASE NO: 502010CA003601XXXXMB
DIVISION: AF

Petitioner,

v.

HAND SURGERY INSTITUTE, INC., et al.

UNIT 2

Respondents.

**STIPULATION OF SETTLEMENT, ORDER APPROVING
STIPULATION AND DISMISSAL CLOSING CASE**

COMES NOW the Petitioner, Palm Beach County (hereinafter the "County") and the Respondent, Hand Surgery Institute, Inc., (hereinafter the "Institute") by and through their respective undersigned counsel and stipulate and agree as follows:

1. The County has filed this condemnation action to condemn Unit 2 of 1000 45th Street, West Palm Beach, Florida, 33407, for completion of a Homeless Resource Shelter as more fully set forth in the County's Petition for Eminent Domain with exhibits filed in this case.

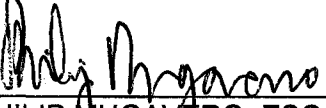
2. The case between the parties has been amicably resolved in all respects including full compensation to the Institute, attorneys fees, costs and reimbursables. The parties stipulate and agree that this resolution was under threat of condemnation and specifically in resolution of this eminent domain lawsuit.

3. Full compensation to the Institute will be paid in two parts: a) Upon closing and in accordance with the terms of the Purchase and Sale Agreement for Unit 2 and all related and attached documents, all of which are attached hereto as exhibit "A" and incorporated herein; and b) the remainder in accordance with the Lease Agreement attached hereto as exhibit "B" and incorporated herein.

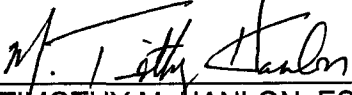
4. The parties stipulate and agree that upon completion of the closing for Unit 2 in accordance with exhibit "A" hereto, the original of this Stipulation of Settlement will be filed with the Court and this case will be dismissed with prejudice.

5. This Stipulation of Settlement is subject to and conditioned upon the approval of exhibit "A" hereto by the Palm Beach Board of County Commissioners and will be placed on its agenda as soon as practical.

Dated this 23rd day of ~~April~~ ^{June}, 2010.



PHILIP MUGAVERO, ESQ.
Assistant County Attorney
Florida Bar No. 931179
30 North Dixie Hwy., Suite 359
West Palm Beach, FL 33401



TIMOTHY M. HANLON, ESQ.
Florida Bar No. 822833
Ally, Maass, Rogers & Lindsay, P.A.
340 Royal Poinciana Way, #321
Palm Beach, FL 33480

6/23/10

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR PALM
BEACH COUNTY, FLORIDA

PALM BEACH COUNTY, a political
Subdivision of the State of Florida,

CASE NO: 502010CA003601XXXXMB
DIVISION: AF

Petitioner,

v.

HAND SURGERY INSTITUTE, INC., et al.

UNIT 2

Respondents.

ORDER APPROVING STIPULATION OF SETTLEMENT AND DISMISSAL CLOSING CASE

THIS CAUSE, having come before the Court upon the above Stipulation of Settlement of the parties, and the Court having reviewed the Stipulation of Settlement, the file, and being otherwise duly advised in the premises, it is hereby;

ORDERED AND ADJUDGED that the attached Stipulation of Settlement is approved in its entirety and made an order of this Court and the parties are ordered to comply with it and abide by its terms, it is further;

ORDERED AND ADJUDGED that this case is dismissed with prejudice based upon the Stipulation of the parties, and that the Court shall reserve jurisdiction over this case and the parties hereto, to enforce the terms of the Stipulation of Settlement and enter any orders necessary or related thereto.

DONE AND ORDERED in Chambers this _____ day of April, 2010, at West Palm Beach, Palm Beach County, Florida.

HONORABLE JOSEPH MARX
Circuit Judge

Copies furnished to:

Philip Mugavero, Esq., Palm Beach County Attorney's Office, 300 North Dixie Hwy., Suite 359, West Palm Beach, Florida 34301

Timothy M. Hanlon, Esq., Ally, Maass, Rogers & Lindsay, P.A., 340 Royal Poinciana Way, Suite 321, Palm Beach, FL 33480

MEMORANDUM OF AGREEMENT

Prepared By/Return To:
Peter Banting, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Div.
2633 Vista Parkway
West Palm Beach, FL 33411-5605

MEMORANDUM OF AGREEMENT

This is a MEMORANDUM OF AGREEMENT regarding that certain Agreement for Purchase and Sale, dated (Resolution No.) (the "Agreement"), by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, with an address of 301 North Olive Avenue, Administration, 11th Floor, West Palm Beach, Florida 33401, ("County"), and HAND SURGERY INSTITUTE, INC., a Florida corporation, with an address of 1000 45th Street, Unit #2, West Palm Beach, FL 33407 ("Seller").

WITNESSETH:

WHEREAS, County and Seller have entered into the Agreement pursuant to which Seller has agreed to sell to County and County has agreed to purchase from Seller the Real Property located in Palm Beach County legally described as: Unit 2, 1000 FORTY-FIFTH CONDOMINIUM, according to the Declaration of Condominium thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Official Record Book 4413, Page 598, together with an undivided interest in the common elements declared in said Declaration of Condominium to be an appurtenance to the above described unit (the "Property"); and

WHEREAS, Seller has executed this Memorandum of Agreement for the purpose of giving public notice of the existence of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby acknowledges, and gives notice of, the existence of the Agreement.

This Memorandum of Agreement is not a complete summary of the Agreement. Provisions of this Memorandum shall not be used to interpret the provisions of the Agreement, and, in the event of a conflict between this Memorandum and the Agreement, the Agreement shall control.

IN WITNESS WHEREOF, Seller has caused this Memorandum of Agreement to be executed on the date set forth below.

Signed and delivered in the presence of two witnesses for Seller:

Witness Signature: [Signature]
Print Witness Name: Amy Garcia

Witness Signature: [Signature]
Print Witness Name: Joseph Greco

SELLER:
HAND SURGERY INSTITUTE, INC.
a Florida corporation
By: [Signature]
Roberto J. Acosta
Its President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Memorandum of Agreement was acknowledged before me this 23rd day of June, 2010, by Roberto J. Acosta, as President of Hand Surgery Institute, Inc., who is personally known to me OR who produced as identification and who did take an oath.

(NOTARY SEAL BELOW)



Notary Signature: [Signature]
Notary Name: Notary Public State of Florida

CORPORATE SIGNATURE AUTHORITY

The undersigned hereby certifies that the following are true and correct statements:

1. That he/she is the Secretary of Hand Surgery Institute, Inc., a corporation organized and existing in good standing under the laws of the State of Florida hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the ____ day of _____, 2010, in accordance with the laws of the State of Florida, the Articles of Incorporation, and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that Roberto J. Acosta, the President of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 23rd day of June, 2010.

(CORPORATE SEAL)

HAND SURGERY INSTITUTE, INC.

By Its Secretary:

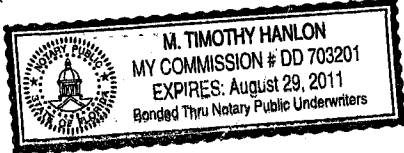
Name: Roberto J. Acosta

Signature: [Handwritten Signature]

STATE OF FLORIDA
COUNTY OF PALM BEACH

The forgoing instrument was acknowledged before me this 23rd day of June, 2010, by Roberto J. Acosta, who is personally known to me, or who has produced _____ as identification, and who did (did not) take an oath.

(NOTARY SEAL BELOW)



Notary Signature: [Handwritten Signature]

Notary Name: _____
Notary Public State of Florida

LEASE AGREEMENT

between

**PALM BEACH COUNTY
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA
(County)**

and

**HAND SURGERY INSTITUTE, INC., a Florida corporation
(Tenant)**

LEASE AGREEMENT

THIS LEASE made and entered into by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County" and **HAND SURGERY INSTITUTE, INC.**, a Florida corporation, (EIN: #650837976); hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, County intends to acquire the Premises as defined herein from Tenant; and

WHEREAS, as a condition of the sale of the Premises to County, Tenant desires to lease the Premises from County on a short-term basis to allow Tenant time to relocate; and

WHEREAS, County is willing to lease Premises to Tenant for the use set forth hereinafter;

NOW THEREFORE, in consideration of Tenant's sale of the Premises to County, the covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I BASIC LEASE PROVISIONS

Section 1.01 Premises.

County hereby demises and leases to the Tenant, and Tenant rents from County, the real property legally described as Unit 2, 1000 FORTY-FIFTH CONDOMINIUM, according to the Declaration of Condominium thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Official Record Book 4413, Page 598 together with nonexclusive ingress, egress and access to the Premises from 45th Street and non-exclusive use of the parking spaces designated on Exhibit "A" attached hereto and incorporated herein by reference (the "Premises"). After the tenants of Units 3 and 4 have vacated such units, Tenant shall have the exclusive use of the 25 parking spaces designated as Future Exclusive Parking on Exhibit "A" (and shall no longer have rights regarding the remaining parking shown on such exhibit). County sole responsibility to ensure the Future Exclusive Parking is available exclusively to Tenant will be to post signage designating such parking as reserved exclusively for Tenant and to include a contractual provision in its contract with its contractor performing renovations to the adjacent property prohibiting such contractor from utilizing the Future Exclusive Parking. Additionally, County will impose a contractual obligation upon such contractor to require all construction traffic to turn east after entering the property and circulate the buildings utilizing the driveways on the east side of the property, rather than through the parking area shown on Exhibit "A". Tenant acknowledges that notwithstanding defining the Premises by reference above to the Declaration of Condominium, County shall have the right to terminate such condominium at any time during the Term.

Section 1.02 Length of Term and Commencement Date.

The term of this Lease shall commence upon the date of Tenant's conveyance of the Premises to County (the "Commencement Date") and shall expire December 31, 2010. (the "Term").

Section 1.03 County's Acquisition Funding and Associated Requirements.

County intends to use Federal Community Development Block Grant Funds in connection with its acquisition of the Premises, the use of which requires compliance with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act ("URA"). Tenant acknowledges having been informed in writing by the County of the aforesaid and understands that it may be eligible to receive certain relocation assistance and payments under URA.

Section 1.04 URA Relocation Assistance.

URA Moving expenses to include all items allowed under the URA, including the commercial move of office to new facility, moving of x-ray machine and other equipment, phone system, computer system and wiring, alarm system, sound system, cost of substitute personal property (e.g., if alarm, sound, phone or computer systems cannot be moved), professional announcements, mailing to patients, providers, insurance companies, governmental entities, pharmaceuticals and other vendors regarding change of address, new yellow pages advertisement, replacement stationery, business checks and other required change of address printing, licenses, permits, fees or certifications, space planner to design new layout and other

similar related costs of moving.

URA Moving/Utility Installations to include all items allowed under the URA including the establishment of all utilities from the right of way to the building, plumbing to include wet sink installations in each exam room equal to the amount in number as in the existing facility, all items necessary to move and re-install the existing x-ray equipment (including electrical and wiring to the machine) and to provide the safety related improvements to the area in which the equipment will be located, and reimbursement for reinstalling relocated personal property, machinery, equipment, substitute property and connections to utilities available within the building including wiring for phone, alarm, computers and cable television. Modifications to personal property, including those mandated by Federal, State or Local Law, Code or Ordinance, necessary to adapt it to the replacement site, and modifications necessary to adapt utilities at the replacement site to personal property are also included.

Retrofit for safety/hurricane glass and security shutters, signage at new facility, and ADA compliance costs are included in the URA Re-Establishment expenses.

Section 1.05 Provisions Subject to URA.

This Lease shall be subject to the requirements of the URA. Except as stated in the last sentence of this Section 1.05, in the event of any conflicts between the provisions of this Lease and the requirements of URA, the requirements of the URA shall control. Notwithstanding the forgoing, in the event the URA limits the payments due tenant under Section 1.04, Section 1.04 of this Lease shall control.

ARTICLE II RENT

Section 2.01 Rent.

Tenant shall not be obligated to pay County any rent for Premises for the Term of this Lease.

Section 2.02 Unpaid Fees, Holdover.

In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate of one and one-half percent (1 1/2 %) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by County. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to County pursuant to this Lease or from enforcing any other provisions contained herein or implied by law. In the event Tenant shall holdover, refuse or fail to relinquish possession of the Premises at the expiration or termination of this Agreement, Tenant shall be liable to County for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to County during the entire period of such holdover, double rental, as provided for in Chapter 83.06, Florida Statutes in the amount of \$7,250 per month.

Section 2.03 Accord and Satisfaction.

In the event Tenant pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. The County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Lease or under the law.

ARTICLE III CONDITION OF LEASED PREMISES, ALTERATIONS

Section 3.01 Acceptance of Premises by Tenant.

Tenant has occupied the Premises for twelve (12) years and acknowledges, agrees, and certifies that Tenant has inspected the Premises and accepts same "As Is", in its existing condition, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Tenant further acknowledges that the County has made no warranties or representations of any nature whatsoever regarding the Premises including, without limitation, any relating to the physical condition of the Premises or any improvements or equipment located thereon, or the suitability of the Premises or any improvements for Tenant's intended use of the Premises. County shall not be required to perform any repair work, alterations, or remodeling of the Premises as a condition of this Lease. Tenant agrees to perform any and all work at its own cost and expense which is necessary to fully equip and maintain the Premises for the lawful use of the Premises by

Tenant as specified in Section 4.01 of this Lease.

Section 3.02 Alterations.

Tenant shall not make any improvements, additions, modifications or alterations to the Premises.

Section 3.03 No Liens.

Tenant covenants and agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida stating that County's interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Tenant's Premises or other County property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within 10 days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said 10 day period, County may do so and thereafter charge Tenant, and Tenant shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Tenant agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

**ARTICLE IV
CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT**

Section 4.01 Use.

Tenant shall use and occupy the Premises solely and exclusively for a hand surgery facility. Tenant shall not use, permit, or suffer the use of the Premises for any other use, business, or purpose whatsoever without the prior written consent of County, which consent may be granted or withheld in County's sole discretion.

Section 4.02 Waste or Nuisance.

Tenant shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises or which results in an unsightly condition. All refuse is to be removed from the Premises at Tenant's sole cost and expense and Tenant will keep such refuse in proper fireproof containers on the interior of the Premises until removed. Tenant will keep the access to the Premises, the parking areas and other contiguous areas to the Premises free and clear of obstruction. Tenant, at its sole cost and expense, will keep the Premises free of rodents, vermin and other pests.

Section 4.03 Governmental Regulations.

Tenant shall, at Tenant's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant or Tenant's use of the Premises, or the Premises generally. Tenant shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section.

Section 4.04 Non-Discrimination.

Tenant shall assure and certify that it will comply with the Title IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, familial status religion, ancestry, sex, age, marital status, sexual orientation, gender identity or expression, or disability with respect to any activity occurring on the Premises or under this Lease. Tenant warrants that in the event the facilities constructed or operated upon the Premises are public facilities the same shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the Premises are located.

Section 4.05 Surrender of Premises.

Upon termination or expiration of this Agreement, Tenant, shall surrender the Premises to the County in the same condition the Premises were in as of the Commencement Date of this Agreement, reasonable wear and tear excepted. Upon surrender of the Premises, Tenant

shall have removed Tenant's personal property, removable fixtures, and equipment from the Premises. After surrender of the Premises, title to any and all remaining improvements, alterations or personal property within the Premises shall vest in County.

Section 4.06 Hazardous Substance

Tenant shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Tenant's operations, on the Premises or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Tenant shall not cause or permit the Disposal of Hazardous Materials upon the Premises or upon adjacent lands and shall operate and occupy the Premises in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any medical waste, hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. Disposal shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Disposal of a Hazardous Material, whether by Tenant or any third party, shall be reported to County immediately upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials disposed of or discovered upon the Premises or emanating from the Premises onto adjacent lands, as a result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees.

Tenant hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by County, including reasonable attorney's fees and costs, which may arise directly, indirectly or proximately as a result of any violation of the Disposal of any Hazardous Materials upon the Premises or violation of this provision. Tenants responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to alter or diminish any statutory or common law liability of Tenant.

Tenant acknowledges that County would not have entered into this Lease without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive expiration or termination of this Lease.

ARTICLE V REPAIRS AND MAINTENANCE OF PREMISES

Section 5.01 Responsibility of County and Tenant.

County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Premises except that County shall maintain the 45th Street driveway and parking areas shown on Exhibit "A" in which Tenant then has rights in a condition which permits normal use of such areas. Tenant shall keep and maintain all portions of the Premises, and all improvements in good condition and repair, at Tenant's sole cost and expense.

Section 5.02 County's Right to Inspect.

County or County's agents shall have the right, upon reasonable prior notice to Tenant (except that no notice need be given in case of emergency) to enter the Premises for the purpose of inspection of the Premises and the improvements located thereon. Any such entrance into the Premises shall be conducted by County in a manner calculated to minimize interference with or disruption of Tenant's operations within the Premises.

ARTICLE VI UTILITIES

Tenant shall be solely responsible for and promptly pay directly to the utility company or the provider of such service all charges and assessments for any utility services provided including, without limitation, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. In no event shall County be liable for an interruption or failure in the supply of any such utility to the Premises.

ARTICLE VII INSURANCE

Unless otherwise specified in this Lease, Tenant shall maintain, at its sole expense, in full force and effect at all times during the life of this Lease or the performance of work hereunder, insurance limits, coverages or endorsements required herein. Tenant hereby agrees the requirements contained herein, as well as County's review or acceptance of insurance, is not intended to and shall not in any manner limit nor qualify Tenant's liabilities and obligations under this Lease.

Section 7.01 Commercial General Liability.

Tenant shall maintain: Commercial General Liability with limits of liability not less than \$1,000,000 Each Occurrence including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability; Fire Legal liability with a limit not less than \$100,000; and Medical Payments (when available) with a limit not less than \$5,000. Tenant shall ensure such coverage is provided on a primary basis.

Section 7.02 Workers' Compensation & Employers Liability.

Tenant shall maintain Workers' Compensation & Employers Liability in accordance with Chapter 440 Florida Statutes and applicable Federal Acts. Tenant shall ensure such coverage is provided on a primary basis.

Section 7.03 Additional Insured Endorsement.

Tenant shall cause each liability insurance policy required to be maintained by Tenant to be endorsed to add the County as an Additional Insured on, except for Worker's Compensation and Business Auto Liability. The CG 2011 Additional Insured - Managers or Lessors of Premises or CG 2026 Additional Insured - Designated Person or Organization endorsements, or their equivalent, shall be used to endorse the Commercial General Liability policy. The standard Additional Insured endorsement offered by the insurer shall be used to endorse the other policies, when required. Tenant shall ensure the Additional Insured endorsements provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

Section 7.04 Certificate of Insurance.

Ten (10) days prior to the Commencement Date, Tenant shall provide the County with a certificate of insurance evidencing limits, coverages and endorsements required herein. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or not renewed during the life of this Lease, Tenant shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should Tenant fail to maintain the insurance required herein, the County shall have the right, but not the obligation, to purchase or maintain said insurance, and Tenant shall promptly pay as Additional Rent, upon demand from County, all premiums and expenses incurred by County.

Section 7.05 Waiver of Subrogation.

Tenant hereby agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Tenant shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should Tenant enter into such an agreement on a pre-loss basis.

Section 7.06 Deductibles, Coinsurance, & Self-Insured Retention.

Tenant shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy terms.

Section 7.07 No Representation of Coverage Adequacy.

The limits, coverages or endorsements identified herein primarily transfer risk and minimize liability for the County, and Tenant agrees not to rely upon such requirements when assessing risk or determining appropriate types or limits of coverage to protect Tenant against any loss exposures, whether as a result of this Lease or otherwise.

ARTICLE VIII INDEMNIFICATION

Tenant shall indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Lease for any personal injury, loss of life, environmental contamination, and/or damage to property sustained in or about the Premises by reason, during, or as a result of the use and occupancy of the Premises by the Tenant, its agents, employees, licensees, invitees, any subtenant and the general public, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Tenant or by Tenant against any third party, then Tenant shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Tenant recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have entered into this Lease without Tenant's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Lease.

ARTICLE IX DESTRUCTION OF PREMISES

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease or any extension thereof, whereby the same shall be rendered untenable, in whole or in part then either party shall have the right, at its option, to terminate this Lease. County shall not be obligated to restore the Premises and shall retain all insurance proceeds payable on account of said casualty as County's sole property. In the event either party elects to terminate this Lease, the parties shall be relieved of all further obligations hereunder arising after the date of such termination. The termination herein mentioned shall be evidenced in writing.

ARTICLE X ASSIGNMENT AND SUBLETTING

Tenant may not assign, mortgage, pledge or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the Premises nor grant any easements affecting the Premises, without prior written consent of County, which may be granted or withheld at County's absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Lease. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

ARTICLE XI DEFAULT

Section 11.01 Default by Tenant.

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant's failure to pay any sum due hereunder within fifteen (15) days after the same shall become due; (ii) Tenant's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease on Tenant's part to be performed or observed if such failure continues for more than thirty (30) days after notice from County; (iii) Tenant's vacating or abandoning the Premises; or (iv) Tenant's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to pursue such remedies as may be available to County under the law, including, without limitation, the right to give Tenant notice that County intends to terminate this Lease upon a specified date not less than three (3) days after the date notice is received by Tenant, in which event this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the three (3) day period and the County is so notified, this Lease will continue.

Section 11.02 Default by County.

County shall not be in default unless County fails to perform obligations required of County

within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to County, specifying wherein County has failed to perform such obligations; provided, however, that if the nature of County's obligations is such that more than thirty (30) days are required for performance then County shall not be in default if County commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

ARTICLE XII ANNUAL BUDGETARY FUNDING/CANCELLATION

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

ARTICLE XIII QUIET ENJOYMENT

Upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by County or any other person or persons lawfully or equitably claiming by, through or under the County, subject, nevertheless, to the terms and conditions of this Lease. Notwithstanding the foregoing, Tenant acknowledges that County's commencement of renovation of the adjacent units shall not constitute a breach of the foregoing covenant of quiet enjoyment, provided such activities do not unreasonably interfere with the operation of Tenant's medical practice.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Entire Agreement.

This Lease and any Exhibits attached hereto constitute all agreements, conditions and understandings between County and Tenant concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon County or Tenant unless reduced to writing and signed by them.

Section 14.02 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone 561-233-0217
Fax 561-233-0210

With a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone 561-355-2225

(b) If to the Tenant at:

Hand Surgery Institute, Inc.
Attention: Dr. Roberto J. Acosta
1000 45th Street, Unit #2
West Palm Beach, FL 33407
Fax 561-842-2988

(c) With a copy to:

M. Timothy Hanlon, Esquire
Alley, Maass, et. al
340 Royal Poinciana Way
Suite 321
Palm Beach, Florida 33480-0431
Fax 561-833-2261

Any party may from time to time change the address at which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

Section 14.03 Severability.

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 14.04 Broker's Commission.

Tenant represents and warrants to County that it has not dealt with any broker, salesman, agent, or finder in connection with this transaction other than D. P. Lewis and Associates, Inc. ("Broker"). Tenant shall be responsible for any commissions or compensation due to Broker relating to this transaction. Tenant agrees to indemnify, defend, save, and hold County harmless from the claims and demands of Broker and any other real estate broker, salesman, agent or finder claiming to have dealt with Tenant. All indemnities provided for in this Section shall include, without limitation, the payment of all costs, expenses, and attorney's fees incurred or expended in defense of such claims or demands. The terms of this Section shall survive the expiration or termination of this Agreement.

Section 14.05 Recording.

Tenant shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of County, which may be granted or withheld at County's sole discretion.

Section 14.06 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.

Section 14.07 Governing Law and Venue.

This Lease shall be governed by and interpreted according to the laws of the State of Florida. Venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida.

Section 14.08 Radon.

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 County's public health unit.

Section 14.09 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 14.1009 Waiver, Accord and Satisfaction.

The waiver by County of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained. The consent or approval by County to or of any act by Tenant requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Tenant.

Section 14.11 Non-exclusivity of Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14.12 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 14.13 Incorporation by Reference.

Exhibits, if any, attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 14.14 Survival.

Notwithstanding any early termination of this Lease, Tenant shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Tenant hereunder arising prior to the date of such termination.

Section 14.15 Effective Date of Lease.

This Lease is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

WITNESSES:



Witness Signature

Amy Garcia

Print Witness Name




Witness Signature

Joseph Greco

Print Witness Name

TENANT:
HAND SURGERY INSTITUTE, INC.
a Florida corporation

By: 

Roberto J. Acosta
Its President

6/23/2010

(CORPORATE SEAL)

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair
Board of County Commissioners

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County Attorney

