

This instrument prepared by:
Larry Z. Glickman, Esq.
Sachs, Say & Klein, P.A.
Suite 4150, 301 Yamato Road
Boca Raton, FL 33431

**CERTIFICATE OF NOTICE OF AMENDMENT TO LONG TERM LEASES
FOR ALL CONDOMINIUM ASSOCIATIONS in
CENTURY VILLAGE, WEST PALM BEACH**

STATE OF FLORIDA :
COUNTY OF PALM BEACH : SS

BEFORE ME, the undersigned authority, duly authorized by the laws of the State of Florida to administer oaths, on this 30th day of November, 1999, personally appeared Mark Levy, who, having been first duly sworn, did depose and state:

1. That this Affidavit is given in order to effect recordation in the Public Records of Palm Beach County, Florida of the Millennium UCO Amendment (Exhibit "A," hereinafter referred to as the "Millennium UCO Amendment," together with Schedules "1" ["Rent Increase Schedule"] and "2" ["Operating Agreement"] attached thereto, is incorporated herein in its entirety and made a part hereof) to those certain Long Term Leases described on Exhibits "B" ("Schedule of CAR Leases and Condominium Associations"), "C" ("Schedule of COA Leases and Condominium Associations") and "D" ("Schedule of Unaffiliated Leases and Condominium Associations"), inclusive, attached hereto and made a part hereof; and

2. The Millennium UCO Amendment affects the demise of real property located within one (1) or more of the following platted parcels:

CENTURY VILLAGE PLAT NO. TWO, according to the plat thereof as recorded in Plat Book 28, Page 219; and CENTURY VILLAGE PLAT #8 [NO. EIGHT], according to the plat thereof as recorded in Plat Book 29, Page 57; and CENTURY VILLAGE PLAT NO. NINE, according to the plat thereof as recorded in Plat Book 29, Page 82, Public Records; and CENTURY VILLAGE PLAT NO. TEN, according to the plat thereof as recorded in Plat Book 29, Page 111; and CENTURY VILLAGE PLAT NO. ELEVEN, according to the plat thereof as recorded in Plat Book 29, Page 124; and CENTURY VILLAGE PLAT NO. TWELVE, according to the plat thereof as recorded in Plat Book 29, Page 157; all of the foregoing as recorded in the Public Records of Palm Beach County, Florida;

together with all improvements, buildings and structures now or hereafter placed thereon, and all furniture, furnishings, fixtures, machinery, equipment, goods and personal property of every type and nature now or hereafter brought or placed thereon or intended for use thereon, and all additions and accessions thereto, and any replacements thereof; and

3. That The Benenson Capital Company, a New York general partnership, is the owner of the subject recreational facilities and property described on Exhibits "B," "C" and "D," inclusive, and is the lessor under the Long Term Leases, defined below ("Benenson"); and

4. That Affiant is the President of W.P.R.F., Inc., a Delaware corporation authorized to do business in the State of Florida, which is the assignee of lessor's interests in the Long Term Leases through and including December 31, 2021 (W.P.R.F., Inc. and Benenson are hereinafter collectively referred to as "Lessor"); and

5. That United Civic Organization, Inc., a Florida not-for-profit corporation ("UCO"), represents that it is the authorized representative and agent for each of the condominium associations shown on Exhibits "B," "C" and "D," inclusive, pursuant to authorizations for recreation rents arbitration and negotiation ("Authorization"), the form of which Authorization is attached hereto and made a part hereof as Exhibit "E", and which Authorization was duly executed by each of the three hundred nine (309) condominium associations in Century Village, West Palm Beach, Florida; and

6. That there were heretofore executed certain documents each entitled "Long Term Lease" between Century Village, Inc., a Florida corporation, and the condominium associations listed on Exhibits "B," "C" and "D," inclusive, ("Lessee;" collectively, "Lessees"), and same were recorded in the Public Records of Palm Beach County, Florida ("Long Term Lease;" collectively, "Long Term Leases"); and

7. That certain of the Long Term Leases were amended by an Amendment adding to the premises demised therein and recorded March 12, 1974, at Official Records Book 2279, Page 1348 *et seq.*, in the Public Records of Palm Beach County, Florida; and

8. That certain of the Long Term Leases were amended by a Unity Amendment recorded at Official Records Book 5173, Page 1469 *et seq.*, in the Public Records of Palm Beach County, Florida ("CAR Unity Amendment;" collectively, the foregoing Long Term Leases as amended are shown on Exhibit "B" and are referred to as the "CAR Leases"); and

9. That certain of the Long Term Leases were amended by a Unity Amendment recorded at Official Records Book 5173, Page 1528 *et seq.*, in the Public Records of Palm Beach County, Florida ("COA Unity Amendment;" collectively, the foregoing Long Term Leases as amended are shown on Exhibit "C" and are referred to as the "COA Leases"); and

10. That certain of the Long Term Leases were recorded in the Public Records of Palm Beach County, Florida, and amended, all as shown on Exhibit "D" (collectively, "Unaffiliated

Leases"); and

11. That the CAR Leases, the COA Leases, and the Unaffiliated Leases together constitute all of the Long Term Leases; and

12. That Lessor and Lessees have agreed to negotiate rent under the Long Term Leases in the year 1999 for an ensuing period; and

13. That Lessor and UCO have reached a negotiated agreement on rent and other issues; additionally, Lessor and UCO have agreed to modify the Long Term Leases to reflect such negotiated agreement ("Millennium UCO Amendment"); and

14. That Benenson and W.P.R.F., Inc. each have full power and authority to enter into the Millennium UCO Amendment, a true copy of which is attached hereto as Exhibit "A" and made a part hereof; and

15. That he has been advised by UCO that each of the Lessee condominium associations listed on Exhibits "B," "C" and "D," inclusive, has duly approved and entered into the Millennium UCO Amendment, the form of which approval is attached hereto as Exhibit "F" and made a part hereof; and

16. That with this instrument the parties intend that the Millennium UCO Amendment further modifies all of the Long Term Leases as amended and further intend to make said leases uniform with respect to the matters set forth in this Millennium UCO Amendment; and

17. That Lessor has agreed with UCO, pursuant to that certain Operating Agreement which is attached hereto as Schedule "2" to the Millennium UCO Amendment, that Lessor will provide, from rents as same are defined in the Long Term Leases as heretofore and herein amended, funds sufficient to properly operate and maintain the premises demised in the Long Term Leases; and

18. That any subsequent persons taking title to a condominium unit which is part of a condominium operated by a Lessee Association listed on Exhibits "B," "C" and "D," inclusive, shall assume and agree to be bound by such Long Term Lease, as so amended; and

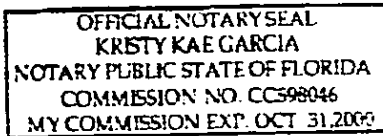
19. Based on the representations set forth above, that this Affidavit is being executed and recorded in the Public Records of Palm Beach County, Florida, as notice that each Association listed on Exhibits "B," "C" and "D," inclusive, has so approved and entered into the Millennium UCO Amendment; and

20. That the original of the approval of each such Association, and the original of the Millennium UCO Amendment, is in the offices of W.P.R.F., Inc. and may be inspected or copied at: The Administration Building located at Century Village, West Palm Beach.

FURTHER AFFIANT SAYETH NAUGHT

Mark Levy
Mark Levy

The foregoing instrument was acknowledged before me this 30th day of November, 1999, by Mark Levy as President of W.P.R.F., Inc., who is personally known to me OR did produce the following identification: Florida driver's license



Kristy Kae Garcia
Signature of Notary Public
Kristy Kae Garcia
Print, type or stamp Commissioned Name

My Commission expires: _____

JOINDER AND EXECUTION

United Civic Organization, Inc. ("UCO") hereby: (1) represents that it has full power and authority to enter into the Millennium UCO Amendment; (2) joins in the foregoing Certificate of Notice of Amendment to Long Term Leases for the purpose of confirming the representations made by UCO and expressed therein; and (3) executes this Certificate of Notice of Amendment to Long Term Leases together with the Millennium UCO Amendment as authorized representative and agent of the Lessee Associations, and as a party to the Operating Agreement, but not as a lessee under the Long Term Leases.

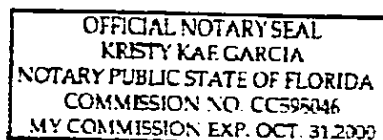
United Civic Organization, Inc.

By: Kurt Weiss
Kurt Weiss
Title: President

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of November, 1999, by Kurt Weiss, as President of United Civic Organization, Inc., for and on behalf of said corporation, who is personally known to me OR did produce the following identification: Florida driver's license



Kristy Kae Garcia
Signature of Notary Public
Kristy Kae Garcia
Print, type or stamp Commissioned Name
My Commission expires: _____

JOINDER AND EXECUTION

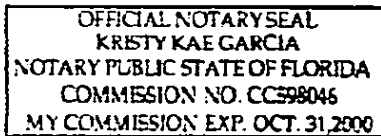
W.P.R.F., Inc. hereby joins in and enters into the Millennium UCO Amendment.

W.P.R.F., Inc.

By: Mark Levy Corporate Seal
Mark Levy
Title: President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of November, 1999, by Mark Levy, as President of W.P.R.F., Inc., for and on behalf of said corporation, who is personally known to me OR did produce the following identification: Florida driver's license



Kristy Kae Garcia
Signature of Notary Public
Kristy Kae Garcia
Print, type or stamp Commissioned Name

My Commission expires:

JOINDER AND EXECUTION

The Benenson Capital Company, a New York general partnership, hereby: (1) represents that it has full power and authority to enter into the Millennium UCO Amendment; (2) joins in the foregoing Certificate of Notice of Amendment to Long Term Leases for the purpose of confirming the representations made therein; and (3) executes this Certificate of Notice of Amendment to Long Term Leases together with the Millennium UCO Amendment as a party to the Operating Agreement and as Lessor under the Long Term Leases.

THE BENENSON CAPITAL COMPANY,
a New York general partnership

By: The Charles B. Benenson
Family Trust, a partner

By: Charles B. Benenson
Charles B. Benenson, Trustee*

*Any Trustee executing this document in a trust capacity shall be solely liable in such capacity and not otherwise.

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 29th day of November, 1999, by Charles B. Benenson, as Trustee of The Charles B. Benenson Family Trust, a partner of The Benenson Capital company, a New York general partnership, for and on behalf of said partnership, who is personally known to me.

Carmen S. Peterson
Signature of Notary Public
CARMEN S. PETERSON
Print, type or stamp Commissioned Name

My Commission expires: MAY 7, 2000

CARMEN S. PETERSON
Notary Public, State of New York
No. 01PE496281
Qualified in New York County
Commission Expires May 7, 2000

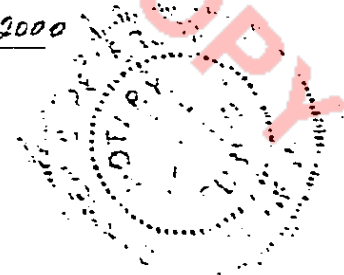


EXHIBIT "A"
MILLENNIUM UCO AMENDMENT
to
LONG TERM LEASE

1. That certain Amendment modifying the description of the demised premises of certain of the Long Term Leases, which Amendment was recorded on March 12, 1974 at Official Records Book 2279, Page 1348 *et seq.* in the Public Records of Palm Beach County, Florida, is hereby incorporated by reference and adopted as an amendment to all of the Long Term Leases, and a modification of the description of the demised premises of all of the Long Term Leases.

2. Article III, captioned **RENT**, of the "CAR Leases" as modified by the "CAR Unity Amendment" (defined in the Certificate of Notice of Amendment to Long Term Leases to which this Amendment is attached); Article XXI, captioned **RENT ADJUSTMENT**, of the "COA Leases" as modified by the "COA Unity Amendment" (defined in said Certificate); and Article XXI, captioned **RENT ADJUSTMENT**, of the "Unaffiliated Leases" (defined in said Certificate and as modified by those certain amendments shown on Exhibit "D" to said Certificate), are hereby deleted in their entirety and the following is substituted therefore:

SUBSTANTIAL REWORDING OF TEXT.
FOR PRESENT TEXT OF CAR LEASES, SEE CAR UNITY AMENDMENT;
FOR PRESENT TEXT OF COA LEASES, SEE COA UNITY AMENDMENT;
FOR PRESENT TEXT OF UNAFFILIATED LEASES, SEE ARTICLE XXI OF
UNAFFILIATED LEASES, AS HERETOFORE MODIFIED.
THESE DOCUMENTS ARE AVAILABLE DURING REGULAR BUSINESS HOURS
at the offices of UNITED CIVIC ORGANIZATION, INC. at
82 STRATFORD F, CENTURY VILLAGE, WEST PALM BEACH, FL 33417

RENT

Section 1. The monthly rent for the ten (10) year period, commencing January 1, 1980 and terminating December 31, 1989 shall be as follows: For the calendar year 1980, the monthly rent shall be the amount of monthly rent provided to be paid under the Long-Term Lease for the year 1979 plus fifty cents (\$.50) per month times the number of units in the Association. Each year thereafter through the Calendar year 1989, the monthly rent shall be increased by an additional fifty cents (\$.50) per unit per year. Total monthly increases per unit during the aforesaid ten (10) years shall be as follows:

<u>Year</u>	<u>Amount of Monthly Increase</u>	<u>Total Monthly Increase over 1979 Rent</u>
1980	\$.50	\$.50
1981	.50	1.00
1982	.50	1.50
1983	.50	2.00
1984	.50	2.50
1985	.50	3.00
1986	.50	3.50
1987	.50	4.00
1988	.50	4.50
1989	.50	5.00

Section 2. The monthly rent for the ten (10) year period commencing January 1, 1990 and terminating December 31, 1999 shall be as follows: for the calendar year 1990, the monthly rent shall be the monthly rent provided to be paid hereunder during the year 1989 plus \$10.00 per month times the number of units in the Association. For the calendar year 1991 the monthly rent shall be the rent required to be paid hereunder for the year 1990 plus \$1.50 per month per unit. For each year thereafter through the calendar year 1999, the monthly rent shall be increased by an additional One Dollar and Fifty Cents (\$1.50) per month per unit. Total monthly increases during the aforesaid period of ten (10) years shall be as follows:

<u>Year</u>	<u>Amount of Monthly Increase</u>	<u>Total Monthly Increase over 1989 Rent</u>
1990	\$10.00	\$10.00
1991	1.50	11.50
1992	1.50	13.00
1993	1.50	14.50
1994	1.50	16.00
1995	1.50	17.50
1996	1.50	19.00
1997	1.50	20.50
1998	1.50	22.00
1999	1.50	23.50

Section 3. The monthly rent for the twenty two (22) year period, commencing January 1, 2000 and terminating December 31, 2021 shall be as follows: For the calendar year 2000, the monthly rent shall be the amount of monthly rent provided to be paid under the Long-Term Lease for the year 1999 plus Seven and no hundredths (\$7.00) Dollars per unit per month times the number of units in the Association. Each year thereafter through the calendar year 2021, the monthly rent shall be increased as shown on Schedule "I", "Schedule of Rent Increases," attached

hereto and made a part hereof. The monthly rent may not be further increased except as expressly provided in paragraph 12(d) below.

Section 4. During 2021 and each tenth year thereafter throughout the balance of the term of the Lease, the parties shall negotiate the rent for the ensuing ten (10) year period. It is the intent of the parties that at such negotiation or at the arbitration provided in Section 9 below, the objective of the negotiation or arbitration shall be the maintenance of a rental structure that at the time of negotiation or arbitration is equivalent to that at the time of the effective date of this Amendment, but stated in terms as of the date of the negotiation or arbitration. Without limiting the generality of the foregoing, it is understood that because of the long term of the Lease and the inability of the parties to anticipate conditions that may exist at the time of any negotiation or arbitration, that the parties should take into account in determining a fair rental such factors as the cost of maintaining and operating the facilities and the anticipated cost of maintaining and operating the facilities over the succeeding period, the general economic conditions that exist, the specific economic conditions that exist in the area of the demised premises, and a reasonable estimate of what they anticipate will occur economically over the succeeding period.

Section 5. This Section is intentionally deleted.

Section 6. Lessor agrees to continue its practice of accepting monthly rental payments from individual unit owners and to assume the responsibility of collecting delinquent past or future accounts from such owners, anything in the Long-Term Lease to the contrary notwithstanding. Lessee agrees to promptly levy assessments for such delinquent accounts and to assign them to Lessor, on request.

Section 7. Lessor agrees that, should any significant portion of the recreation facilities become unusable as the result of a casualty, Lessor will use its best efforts to restore same to use as soon as reasonably possible. However, during such period of unusability, Lessee's rent will be reduced proportionately. Provisions of the Long-Term Lease to the contrary are hereby superseded. Any dispute respecting operation of, or obligations under, this Section 7 shall be resolved pursuant to paragraph 7, "Dispute Resolution," of the Operating Agreement attached hereto as Schedule 2 and made a part hereof.

Section 8. The parties agree that each hereby releases the other of and from any and all claims and causes of action under, or arising out of the execution of, the Long-Term Lease and any amendments thereto from the date of the execution of said Lease to the date of the execution of this Amendment, including without limitation negotiations under Section 3 above but excepting, however, that the Lessor specifically retains the right to collect all rents which may be due it and which have not been paid, and specifically including any increases in rent heretofore provided to

be paid under the Lease as amended. It is understood and agreed, however, that all rights of the parties under the Long-Term Lease as amended by the provisions of this Amendment are reserved to the parties with respect to or in the event of any breach or violation thereof, which may occur after the date of the execution of this Amendment.

Section 9. Lessor and Lessee agree to submit to binding arbitration under Section 10 below any issues that are subject to negotiations under Section 4 above, in the event the parties cannot reach agreement through negotiation. All other disputes hereunder shall be resolved pursuant to paragraph 7, "Dispute Resolution," of Schedule 2, "Operating Agreement."

Section 10. If the negotiations have not terminated in an agreement on or before May 30th, 2021 or May 30th of each tenth year thereafter as the case may be, then the Lessor shall notify the Lessees of such fact. The Lessees not reaching agreement shall have the right to one (1) vote per Association to jointly select one (1) arbitrator within sixty (60) days from the date of such notice. The majority voting shall elect the arbitrator. After selection, the Lessees shall notify the Lessor as to the identity of the Lessees' arbitrator not later than August 1st of the relevant year. Lessor shall notify the arbitrator appointed by the Lessee as to the identity of the Lessor's one (1) arbitrator by August 15th of the relevant year. The two (2) arbitrators shall select the third (3rd) arbitrator by September 1st of the relevant year. The arbitration shall commence by September 10th of the relevant year and must be terminated by November 15th of the relevant year and the arbitrators shall notify the parties as to the results of the arbitration. The Lessor shall notify by mail each Condominium Association and publish in a newspaper of wide circulation the results of the arbitration within fifteen (15) days from receipt of the conclusions of the arbitration panel.

Section 11. It is the purpose of this Lease, as amended, to insure certain services to the Lessee and to insure certain rents to the Lessor, notwithstanding any provisions in the Declaration, Long-Term Lease, this Amendment or elsewhere to the contrary, if any. The parties hereto agree: (1) that no past or future change in the Florida Statutes or by Federal or other legislation will be construed as affecting or changing the provisions of the Lease or this Amendment that require the Lessor to perform its obligations hereunder relative to the providing of facilities and services, and the right of the Lessor to receive the total rent specified herein; (2) no such changes shall change the amount of facilities and services that all Lessees are entitled to receive or change the amount of rent that each of them must pay as set forth herein.

Section 12. Attached hereto and made a part hereof as Schedule "2" is that certain Operating Agreement ("Operating Agreement") between Lessor and UCO.

Pursuant to the Operating Agreement. Lessor hereby recognizes and acknowledges UCO and its agents and assigns as the representative of the various condominium associations who are Lessees under the Long Term Leases. Pursuant to the Operating Agreement, UCO shall make policy for, and control expenditures of, the "Operational Budget" as same is defined in the Operating Agreement and according to the provisions thereof.

(a) Pursuant to the Operating Agreement, during the 1999-2000 "Budget Year" (as same is defined in the Operating Agreement), and for every Budget Year thereafter, except as modified in subparagraph 12 (c) below, Lessor shall fund from rents the aggregate sum of Two Million Seven Hundred Seventeen Thousand and no hundredths (\$2,717,000.00) Dollars ("Total Annual Funded Amount," as defined in the Operating Agreement). In order to enable adequate cash flow during the first year of operations under the Operating Agreement, Lessor shall advance to the "CV-WPB Facilities Account" (as same is defined in the Operating Agreement) during the 1999-2000 Budget Year sufficient funds for ordinary operations as contemplated under the Operating Agreement. Such funds shall be advanced by Lessor for the aforesaid purpose as the need arises, and shall be repaid when funds are available, but in any event all such advances shall be repaid in full no later than June 30, 2001. All such advances shall be on an interest-free basis.

(b) Lessor shall fund the sum of Fifty Thousand (\$50,000.00) Dollars commencing February 1st in each of the years 2002, 2003, 2004 and 2005 for a contingency reserve totaling Two Hundred Thousand (\$200,000.00) Dollars under the Operational Budget. Lessor reserves the right to fund these sums in equal monthly installments. Lessor may at its option set off, against and to the extent of the funding provided for in this subparagraph 12(b), any advance not timely repaid as provided for in subparagraph 12 (a) above. Any such set off shall be credited against the interest-free advances provided for in subparagraph 12 (a) above, but no set off shall postpone or extend the date for repayment in full as provided for in subparagraph 12 (a) above.

(c) Beginning with the rent increase from January, 2010, through December 31, 2021, a portion of every annual rent increase shall be allocated to the Operational Budget, based on the following formula: Calculate the ratio of that year's rent increase to the prior year's rent to get a percentage; apply that percentage to the then-current Operational Budget (including reserves) to get a dollar amount; Lessor shall fund that dollar amount to the Operational Budget. The foregoing is subject to an absolute dollar maximum of Two Hundred Fifty Thousand (\$250,000.00) Dollars per year in the years 2010 to 2014 inclusive, and an absolute dollar maximum of Three Hundred Thousand (\$300,000.00) Dollars per year in the years 2015 to 2021 inclusive.

(d) In addition to the rent increases described in Section 3 and on Schedule "I", UCO may determine under the Operating Agreement that the Operational Budget should be increased for any one (1) or more Budgetary Periods (defined in the Operating Agreement) beyond the level of revenues for Operating Expenses described in or available under this Amendment and the Operating Agreement. In furtherance thereof, the Operating Agreement provides for a procedure whereby UCO may recommend additional increase(s) in rent under the Long Term Leases on an equal, per-unit basis. Lessor shall adopt any such increase(s) so recommended by UCO, and any such increase(s) are to be considered rent and collectible as same hereunder. The full amount of any such increase(s) shall be utilized under the Operational Budget. Any increase(s) recommended by UCO as herein described and adopted by Lessor shall not be considered in calculating rent increase participation under subparagraph 12(c) above.

Section 13. At Lessor's sole expense, Lessor shall construct, deliver and add to the Demised Premises all of the following capital improvements in the year 2000:

(a) provide heaters for six (6) existing pools at Camden, Kent, Somerset, Dorchester, Hastings and Southampton;

(b) construct a one (1) wall, two (2) handball court facility at the existing shuffleboard area adjacent to the Clubhouse;

(c) reposition the first ten (10) rows in sections A and D of the Clubhouse auditorium;

(d) construct two [2] illuminated fountains in the lakes in front of the Clubhouse; and

(e) W.P.R.F., Inc. will renovate the interior and exterior of the Hastings Clubhouse to create a health facility. The site plan for the health facility shall include additional parking. The ground floor will consist of approximately 12,300 sq.ft. and be utilized for aerobics classes, weight training and cardio-vascular equipment areas, offices, and new, expanded men and women's locker rooms and toilet areas. The aerobics and class areas may be used as card rooms with storage rooms provided for tables and chairs. The second floor (3,100 sq.ft.) is to remain a billiards room. The building facade/roof treatment will be upgraded to complement the interior renovations, including new windows and entry doors, consistent with the elevation drawings provided to UCO's negotiating committee. The existing outdoor pool is to remain, with upgrading of the pool deck, landscaping, and the addition of a new walking pool. All mechanical, plumbing and electrical equipment will be updated as required to accommodate the above architectural structural renovations

and to meet code requirements. W.P.R.F., Inc. will purchase the initial fitness equipment that will include treadmills, exercycles and strength training machines and/or stations. The equipment shall be equal in quality, unless otherwise agreed to by the parties, to the equipment at Club Health in Century Village, Pembroke Pines, except the equipment will be new and W.P.R.F., Inc., will purchase the most recent models available by the same company that supplied the equipment at Club Health.

Provision of the foregoing capital improvements is an essential element of this Amendment; but for their inclusion in this Amendment, UCO and the condominium associations described herein would not have joined in, entered into, or approved this Amendment. In the event of a dispute as to the performance of the provisions of this Section 13, the parties shall implement the Dispute Resolution Procedure of paragraph 7 of the Operating Agreement. Maintenance of the foregoing capital improvements shall be undertaken as part of the Operational Budget.

Section 14. Anything in the Long Term Leases, as may have been amended previously, to the contrary notwithstanding, it is agreed by all parties that the provisions of Chapter 83, Fla. Stat. ("Landlord Tenant Act"), as it now exists or as it may hereafter be amended, shall not apply to any action between Lessor, Lessee and/or the Unit Owners. It is further confirmed and agreed that in the event a Unit Owner(s) is delinquent in his, her or its obligation to pay the sums set forth under the Long Term Lease(s) as may have been previously amended and as herein amended, that the Unit Owner(s) and/or their designees may be prohibited from using the recreational facilities until such delinquency is fully satisfied, including but not limited to the payment of all outstanding monthly Long Term Lease Rents, interest, late charges, costs and attorneys fees, if any. It is further agreed by all parties that anything in the Long Term Leases, as may have been amended previously, to the contrary notwithstanding, the terms "Institutional First Mortgage" and/or "Institutional first Mortgagee" shall be defined to refer *only* to the individual purchase money mortgage made or obtained by a condominium unit purchaser from an institutional lender as that term is defined in the Long Term Lease(s) in connection with the initial purchase and acquisition of the condominium unit from the developer of the condominium.

Section 15. In the event of any conflict between the terms of this Millennium UCO Amendment, and any other term or terms of the Long Term Lease, whether as originally recorded or as may have been previously amended, the terms of this Millennium UCO Amendment shall prevail.

3. The Effective Date of this Amendment shall be the earlier of January 1, 2000, or the date of its recording in the Public Records of Palm Beach County, Florida.

4. All parties acknowledge that the terms and conditions of this Amendment were

arrived at in arms-length negotiations between the parties, with independent legal advice, and with each party giving due and full consideration to the legal position of the other in regard to the provisions of this Amendment, and that therefore no term herein shall be construed against any party as the drafter thereof.

5. Any Trustee executing this document in a trust capacity shall be solely liable in such capacity and not otherwise.

6. Except as expressly modified herein, all other provisions of the Long Term Leases, as they may have been amended, are accepted, approved, and remain in full force and effect.

NOT A CERTIFIED COPY

SCHEDULE "1" to MILLENNIUM UCO AMENDMENT

SCHEDULE OF RENT INCREASES

MO'LY PER UNIT RENTAL INCREASES <i>IN ADDITION TO RENT LEVELS IN EXISTENCE IN DECEMBER, 1999</i>	
PAYMENT DATE	(increase over prior month)
January, 2000, and monthly until . . .	\$ 7.00 (+ 7.00)
January, 2001, and monthly until . . .	7.75 (+ 75¢)
January, 2002, and monthly until . . .	8.50 (+ 75¢)
January, 2003, and monthly until . . .	9.25 (+ 75¢)
January, 2004, and monthly until . . .	10.00 (+ 75¢)
January, 2005, and monthly until . . .	11.50 (+ 1.50)
January, 2006, and monthly until . . .	12.50 (+ 1.00)
January, 2007, and monthly until . . .	13.50 (+ 1.00)
January, 2008, and monthly until . . .	14.50 (+ 1.00)
January, 2009, and monthly until . . .	15.50 (+ 1.00)
January, 2010, and monthly until December, 2010	21.50 (+ 6.00)
January, 2011, and monthly until . . .	22.75 (+ 1.25)
January, 2012, and monthly until . . .	24.00 (+ 1.25)
January, 2013, and monthly until . . .	25.25 (+ 1.25)
January, 2014, and monthly until . . .	26.50 (+ 1.25)
January, 2015, and monthly until . . .	28.00 (+ 1.50)
January, 2016, and monthly until . . .	29.50 (+ 1.50)
January, 2017, and monthly until . . .	31.00 (+ 1.50)
January, 2018, and monthly until . . .	32.50 (+ 1.50)
January, 2019, and monthly until . . .	34.00 (+ 1.50)
January, 2020, and monthly until . . .	35.50 (+ 1.50)
January, 2021, and monthly until December, 2021	37.00 (+ 1.50)

**SCHEDULE "2" to MILLENNIUM UCO AMENDMENT
OPERATING AGREEMENT**

THIS OPERATING AGREEMENT is made and entered into as of this 30th day of November, 1999, by and between The Benenson Capital Company, a New York general partnership, the owner of the subject recreational facilities and lessor under the Long Term Leases ("Benenson"); W.P.R.F., INC., a Delaware corporation authorized to do business in the State of Florida and assignee of lessor's interests in the Long Term Leases through and including December 31, 2021 ("W.P.R.F."); Benenson and W.P.R.F. are hereinafter collectively referred to as "Lessor"); and UNITED CIVIC ORGANIZATION, INC., a Florida not-for-profit corporation ("UCO"), as the representative of all the condominium associations in CENTURY VILLAGE WEST PALM BEACH (collectively, "CV-WPB"), as follows:

WHEREAS, Lessor and the various condominium associations of CV-WPB have simultaneously herewith modified those certain Long Term Leases which provide for rights and obligations with respect to the CV-WPB Facility ("Millennium UCO Amendment," together with "Schedule of Rent Increases" attached thereto and made a part thereof as Schedule "1," and this "Operating Agreement" attached thereto and made a part thereof as Schedule "2"); and

WHEREAS, Lessor and the various condominium associations of CV-WPB desire to make certain delegations of authority to UCO and to establish certain standards and procedures relating to the operation of the CV-WPB Facility concurrent with the term of the Long Term Leases as amended, and to append this Agreement to said Long Term Leases as a part thereof;

NOW, THEREFORE, for and in consideration of the premises herein contained, and the receipt of Ten Dollars (\$10.00) and other good and valuable consideration, to each in hand paid to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RECITATIONS. The foregoing recitations are true and correct and incorporated herein by reference.

2. DEFINITIONS.

A. "All Facilities". The CV-WPB Facility and the Other Facilities.

B. "Allocated Costs". Costs which are allocated to the CV-WPB Facility and at least one of the Other Facilities.

C. "Allocated Personnel". Any individual providing administrative and/or resource services to at least one (1) of the Other Facilities as well as the CV-WPB Facility, and whose salary or a portion thereof is included in the "Op. Budget" (defined in paragraph 4A below).

D. "Allocated Services". Certain services provided in-house by the Management Company to the CV-WPB Facility and at least one (1) of the Other Facilities. Allocated Services are the following: (i) bookkeeping and accounting, including supervision thereof; (ii) entertainment booking; and (iii) data processing. The foregoing is a complete list and shall not be increased in scope without the express written consent of the Committee (defined in paragraph 3 below).

E. "Budgetary Period". The period from November 1st of one year to October 31st of the next year.

F. "Committee". UCO, or its designee, constituted according to paragraph 4 below.

G. "CV-WPB Facility". The recreation facilities and property demised under the Long Term Leases in the project known as Century Village, West Palm Beach, Florida.

H. "Dispute Resolution Procedure". The procedure set forth in paragraph 7 for resolution of disputes between the parties hereto.

I. "Effective Date". January 1, 2000.

J. "Lessee Associations". The Condominium Associations which are parties to the Millennium UCO Amendment.

K. "Long Term Leases". In the aggregate, each Long Term Lease, together with all amendments thereto, leasing, on a non-exclusive basis, the CV-WPB Facility to the Lessee Association named therein.

L. "Management Company". Lessor, or its designee, providing day-to-day supervision and management of the CV-WPB Facility. The term "Management Company" shall include all assignees and successors-in-interest to Lessor.

M. "Non-Allocated Personnel". All employees of Management Company providing services to the CV-WPB Facility who are not Allocated Personnel.

N. "Non-Allocated Services". Services provided to the CV-WPB Facility which are not Allocated Services.

O. "Operating Expenses". Each, every and all costs, whether direct or indirect, of the operation, maintenance, refurbishment, replacement, repair and supervision of the CV-WPB Facility and all personalty, fixtures and equipment therein, including without limitation insurance deductibles, ad valorem real estate taxes, and sales taxes, if any, on rents paid under the Long Term Leases.

1. Upon replacement of the entire Clubhouse roof, as provided in paragraph 4(F)(8) herein, further repairs and/or replacements to the Clubhouse roof shall be an Operating Expense hereunder.

2. In the event any governmental or regulatory agency mandates repairs, replacements or retrofitting to the CV-WPB Facility, no party shall agree, concede, or acquiesce in compliance therewith absent notice to and consultation with the other party; and, further:

(i) the expense of such mandatory repairs, replacements or retrofitting incident to the repair and replacement of the Clubhouse roof pursuant to paragraph 4(F)(8) herein shall be allocated two-thirds ($\frac{2}{3}$) to Management Company and one third ($\frac{1}{3}$) to Operating Expenses;

(ii) the expense of such mandatory repairs, replacements or retrofitting incident to provision of capital improvements pursuant to Section 13 of the Millennium UCO Amendment shall be allocated one hundred (100%) per cent to Management Company; and

(iii) the expense of any other mandatory repair, replacement or retrofitting to the CV-WPB Facility shall be allocated one hundred (100%) per cent to Management Company if the expense is a capital improvement, or one hundred (100%) per cent to Operating Expenses if the expense is an Operating Expense.

(a) If the parties cannot agree as to the allocation of an expense under the foregoing paragraph 2 (O)(2)(iii), the parties shall implement the Dispute Resolution Procedure in paragraph 7 below.

3. There shall be excluded from Operating Expenses, however, replacement of the basic building shell(s) for demised building(s), the initial costs of construction of additional

recreational facilities and improvements thereon, appreciation, depreciation, and debt service associated with the CV-WPB Facility.

P. "Other Facilities". The leased recreation facilities in the projects known as Century Village, Boca Raton, Florida; Century Village, Deerfield Beach, Florida; and Century Village, Pembroke Pines, Florida; together with any other leased recreational facilities in projects in which Management Company, or its/their affiliates or related companies, owns and/or leases recreation facilities and/or provides services to such facilities.

Q. "Other Income". All income, other than rent under the Long Term Leases, received on account of the operation of the CV-WPB Facility, including without limitation income derived from the sale of tickets for shows or movies or class fees, vending machine revenues, lottery revenues, other user fees, etc. or any such other fees charged to persons utilizing the CV-WPB Facility to defray expenses associated with the CV-WPB Facility. "Other Income" expressly excludes bingo revenues.

R. "Project". Century Village, West Palm Beach, Florida.

S. "Total Annual Funded Amount" is defined as the amount which shall be timely funded by Management Company to the Op. Budget over the course of a Budgetary Period.

T. "Unit Owner/Owners". Each Owner or Owners of a unit in the Project.

U. DELEGATION AND STANDARDS. This Agreement, to the extent that it delegates authority to the Committee or otherwise limits the discretion of Management Company, shall be deemed a partial delegation or limitation, as the case may be, of the rights of Management Company to operate and manage the CV-WPB Facility during the term of the Long Term Leases. This Agreement constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof. All prior negotiations between

the parties are merged into this Agreement. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied, between them other than as set forth herein or in the Long Term Leases.

3. COMMITTEE. A Committee shall be formed by UCO. Pursuant to this Agreement, the Committee shall perform functions related to the operation of the CV-WPB Facility, including, but not limited to, the making of all policy and control of all budgetary matters regarding Operating Expenses, subject to the following: In the event of a disagreement between Management Company and the Committee concerning the operation of the CV-WPB Facility, the decision of the Committee shall prevail and be implemented, subject to the Dispute Resolution Procedure described in paragraph 7 below. Notwithstanding the foregoing, all decisions of the Committee shall conform to the Standards set forth in paragraph 4C. In the event the Management Company implements a decision of the Committee with which it disagrees, Management Company shall be fully indemnified from the CV-WPB Facility Account (defined in paragraph 4F below) and as an Operating Expense, from all claims, loss, costs and expense of any nature, including reasonable attorney and paralegal's fees at all levels of proceeding including, but not limited to, appeals, bankruptcy and collection, suffered by Management Company on account of the implementation of such decision. The funds necessary to pay such costs shall be deemed an Operating Expense of the CV-WPB Facility. Notwithstanding the foregoing, the provision for indemnification in this paragraph excludes the costs and expense, including legal fees, of defending the validity of the terms of Section 14 of the Millennium UCO Amendment, and excludes defense of this Agreement under paragraph 11 hereof.

A. The Committee shall be selected and shall serve as may be provided by UCO or its successors or assigns in its discretion. Unless the Committee and Management Company agree to the contrary in writing, the Committee may meet at least monthly to consider the desires and needs of all Lessees as concerns the CV-WPB Facility. In accordance with the provisions of paragraph 4-G(1) hereof, the Committee, or its designated representatives, shall have access to the books and records of Management Company pertaining to the CV-WPB Facility. Additionally, the Management Company and the Committee shall meet at least monthly, during normal business hours, concerning the operation of the CV-WPB Facility. An agenda for such meetings shall be drawn up by the Committee and submitted to the Management Company at least seven (7) days in advance of the meeting. Upon request of the Management Company, items shall be added to the agenda. During said meetings, the parties agree to reasonably and in good faith consult with each other concerning the operation and maintenance of the CV-WPB Facility including, but not necessarily limited to, those matters set forth in this Agreement and to the end that the Unit Owners may be best able to utilize the CV-WPB Facility. The Committee shall have input into all matters affecting the operation and maintenance of the CV-WPB Facility, including, but not limited to, adoption of reasonable rules and regulations concerning the utilization of meeting rooms, costs of the operation of the CV-WPB Facility, and programming policy in the entertainment and recreation facilities portion of the CV-WPB Facility.

4. BUDGETS, RECORDS.

A. Budgets. On or before September 1st of each year, Management Company shall submit a proposed budget to the Committee covering the period November 1 through October 31 of the subsequent Budget Year.

1. The Committee shall have a period of thirty (30) business days to review and either approve of, or make specific objections or recommendations to, Management Company concerning all or any portion of the proposed budget. In the event of a dispute concerning the proposed budget, if a new Budgetary Period commences prior to completion of the Dispute Resolution Procedure and, pending such resolution, the recommendations of the Committee are implemented despite objection of Management Company, the Lessee Associations shall be deemed to have fully indemnified and held Management Company harmless as to such disputed items only, in accordance with the provisions of paragraph 3 above. Management Company, after review by the Committee and subject to completion of the Dispute Resolution Procedure as to any dispute concerning the proposed budget, shall adopt an operational budget ("Op. Budget," or "Operational Budget") for operating the CV-WPB Facility for the next Budgetary Period.

2. In its review of the proposed budget, the Committee may determine that the proposed budget should be increased beyond the level of revenues reasonably anticipated for the Budget Year. The Committee may recommend an increase in rent under the Long Term Leases for the Budget Year on an equal, per-unit basis. The Operational Budget adopted by Management Company shall reflect any such recommendation, and Management Company shall cause any such increase to be collected as rent under the Long Term Leases. The full amount of any such increase shall be utilized under the Operational Budget.

B. Operational Budget ("Op. Budget"). Notwithstanding anything in the Long Term Leases or this Agreement to the contrary, all future Op. Budgets promulgated as aforesaid, starting with the Op. Budget for the Budgetary Period commencing November 1, 1999, shall

be prospective in nature for the next ensuing Budgetary Period. The Op. Budget shall be calculated utilizing the Committee's and the Management Company's best estimate for future Operating Expenses for the next ensuing Budgetary Period, and may, in the discretion of the Committee, include the provision of reserves as part of the Op. Budget. To the extent that the actual Operating Expenses exceed or are less than the estimated amounts, the same shall be adjusted on the Op. Budget for the next ensuing Budgetary Period as the Committee shall determine.

C. Standards. Notwithstanding any limitation above, no items shall be excluded from, or included in, the Op. Budget which will adversely, in any way: (i) affect the right of Management Company to collect rent as defined in the Long Term Leases; and/or (ii) in any way cause a breach of the terms and provisions of the Long Term Leases or other recorded documents or mortgages affecting Management Company or the CV-WPB Facility; and/or (iii) fail to provide for payment of proper expenditures over which Management Company has no control (for example, taxes, utility charges, and charges required by governmental authorities), other than Allocated Services, and subject to the provisions of paragraph 6 below; and/or (iv) fail to provide a reasonable mechanism for emergency situations.

The Op. Budget, from rents and Other Income, shall fully and completely provide funds sufficient to properly operate and maintain the CV-WPB Facility.

It is understood that, notwithstanding any terms to the contrary in the Long Term Leases, the Operating Expenses shall be reduced by application of entertainment admission, ticket revenues and other income as provided for in paragraph 4-f below, as well as by any and all other non-rental revenues inuring to the benefit of the CV-WPB Facility. The sources

of such revenues shall include, but shall not be limited to, vending machine revenues, lottery revenues,, and user fees.

D. Implementation. Management Company will operate within the approved Op. Budget. No late fees or penalties with respect to any Op. Budget items shall be considered an Operating Expense or cost, except where such fees are incurred because of matters beyond the control of Management Company. If it appears that the funds available are inadequate to discharge all obligations pursuant to the Op. Budget, or that material deviations therefrom are advisable or necessary, then and in that event, Management Company shall notify the Committee, in writing. The Committee shall, within thirty (30) days from its receipt of such notice, approve or disapprove of the additional expenditure or deviation, in writing. In the event any such approval is not obtained and, in Management Company's opinion the expenditure must be made, then Management Company may, but shall not be obligated to, make the expenditure from its own funds. Management Company may thereupon implement the Dispute Resolution Procedure provided for in paragraph 7 below, and, in the event that any such expenditure is approved as a consequence of the Dispute Resolution Procedure, then and in that event the Lessees shall be liable for additional rent to reimburse Management Company for any such specific expenditure. The sums due shall be paid promptly on demand together with interest thereon (at Wall Street Journal prime rate, plus one percent (1%) per annum, calculated from the date such sum was expended until the date of reimbursement). The dispute will be deemed resolved in a binding manner pursuant to paragraph 7 below, and that item will be included in the Op. Budget and paid in the future. Alternatively, if the expenditure is either denied by the Committee and no Dispute Resolution Procedure is implemented or the Dispute Resolution Procedure is resolved adversely to the Management

Company, the Management Company shall not request that such expenditure be made in the future. In any event, if the approval of the Committee is not given, the Budget, pending the completion of the Dispute Resolution Procedure, shall be as set forth in this paragraph 4.

E. Management Fee. There shall be no management fee paid to Management Company.

F. Funding / CV-WPB Facility Bank Accounts. During the term of this Operating Agreement, the Op. Budget shall be fully funded, as follows:

1. From November 1, 1999, through December 31, 2009, the Total Annual Funded Amount for each Budgetary Period shall be equal to the amount provided in Section 12 (a) of the Millennium UCO Amendment. From November 1, 2000, through December 31, 2009, the Total Annual Funded Amount for each Budgetary Period shall not be decreased by any increase in Other Income in excess of the level of Other Income under the 1999-2000 Budget.

2. From January 1, 2010 through December 31, 2021, the Total Annual Funded Amount for each Budgetary Period shall be increased over the amount in paragraph 4F(1) above by a sum to be determined for each Budgetary Period according to the formula provided in Section 12(c) of the Millennium UCO Amendment. The Total Annual Funded Amount for any Budgetary Period shall not be decreased by any increase in Other Income in excess of the level of Other Income under the 1999-2000 Budget.

3. In addition to the Total Annual Funded Amount, as increased by the formula provided in Section 12(c) of the Millennium UCO Amendment, the Committee may further increase the level of rents to be collected by Management Company, which increased rents shall be used exclusively to fund the Op. Budget.

4. All Other Income shall be utilized to fund the Op. Budget.

5. From November 1, 1999, through December 31, 1999, the Management Company shall fund and implement the Op. Budget for 1999, as provided herein; the Management Company shall not be required to segregate Op. Budget funds, but shall be required to give a complete accounting of income and expenses therefore. Commencing January 1, 2000, the Management Company shall establish one (1) or more separate bank account(s) relating to the operation of the CV-WPB Facility ("CV-WPB Facility Account"). All Op. Budget funds collected and processed by Management Company on account of the CV-WPB Facility shall be deposited into the CV-WPB Facility Account three (3) times per month on the 7th, 12th and 22nd day of each month, or if a weekend or holiday, on the next business day thereafter. Interest earned on the CV-WPB Facility Account, if any, shall be deemed to be receipts on account of the operation of the CV-WPB Facility. Any prepaid Op. Budget funds collected by the Management Company shall be deposited into the CV-WPB Facility Account on the next ensuing deposit date. All Other Income received on account of the operation of the CV-WPB Facility, such as income derived from the sale of tickets for shows or movies or class fees, other user fees, etc. or any such other fees charged to persons utilizing the CV-WPB Facility to defray expenses associated with the CV-WPB Facility shall also be deposited into the CV-WPB Facility Account.

6. All Operating Expenses associated with the CV-WPB Facility shall be paid from the CV-WPB Facility Account. No funds shall be expended from the CV-WPB Facility Account for any purpose other than as related to the CV-WPB Facility pursuant to the Approved Op. Budget and other provisions of this Agreement.

7. The Committee may, in its discretion, borrow funds from the Management Company for the Operating Account, such borrowing not to exceed the principal sum of Sixty

Seven Thousand and no hundredths (\$67,000.00) Dollars outstanding at any time. Any funds so borrowed shall bear simple interest at the rate of eight (8%) per cent per annum, and shall be repayed in equal payments amortized over ten (10) years. The Committee may pre-pay all or any portion of the outstanding principal at any time.

8. Management Company will immediately replace the flat portion of the roof over the theater in the Clubhouse, using funds in the amount of Twenty Two Thousand Five Hundred (\$22,500) Dollars funded for that purpose in the Op. Budget for the 1999-2000 Budget Year. When it is no longer cost effective to repair the remainder of the Clubhouse roof, Management Company shall replace the entire remainder of the Clubhouse roof; two-thirds ($\frac{2}{3}$) of the expense of said replacement shall be paid by Management Company, and one-third ($\frac{1}{3}$) of the expense shall be an Operating Expense hereunder.

G. Records.

1. Information. The records described below shall be available for review by the designees of the Committee during normal business hours and upon reasonable written notice. Management Company shall maintain Y2K-compliant books and records as follows:

(i) Management Company commencing as of the date hereof, shall keep each invoice, a separate set or a computer printout duplicate of its accounting records, and contracts, its general ledger, and its books of original entry, prepared in accordance with generally accepted accounting principles at the CV-WPB Facility. The records described herein shall be kept at the administration building occupied by W.P.R.F., Inc. or the CV-WPB Facility at the option of W.P.R.F., Inc., and shall be made available upon reasonable request and shall be open to inspection by the Committee, or its authorized representatives, at all reasonable times during normal business hours and upon reasonable prior notice. The records

include, but are not necessarily limited to, daily vouchers and supporting documents concerning the operations, services and other related matters with regard to the operation of the CV-WPB Facility. The right to examine the accounting records includes the right to examine the relevant records of interrelated companies providing services if the same are required to verify the accuracy or authenticity of revenues and expenditures charged to the cost of operations by interrelated companies. A request to examine such records shall be made in writing and with reasonable specificity. The right of examination may not be exercised in an unreasonable manner so as to harass or cause undue or significant expense. A statement of actual operating income and expense as compared to the Op. Budget shall be provided by Management Company to the Committee on a quarterly basis.

(ii) Management Company shall provide to the Committee all financial reports, documents, and other requisite data regarding operation of the CV-WPB Facility within thirty (30) days, after the end of each calendar month, quarter, or fiscal year, and shall provide copies of all requested support documents within five (5) business days after written request.

All Allocated Costs incurred in connection with the preparation and maintenance of such records (i.e., accounting, data processing, etc.) shall be determined pursuant to the provisions of this Agreement and billed, on the first business day of each month, by the Management Company and paid from the CV-WPB Facility Account.

(iii) All records required hereunder shall be maintained for a period of no less than three (3) years from the date Internal Revenue Service tax returns are filed for the relevant year. Additionally, records shall be kept as long as an audit as described below of the relevant year is in progress and until the report of the audit is received and accepted.

If either party rejects the results of the audit, the records must be kept until the results of the Dispute Resolution Procedure are final and binding.

2. Audit. The Committee may conduct audits of the operation of the CV-WPB Facility which audits shall, subject to the Dispute Resolution Procedure, be binding upon the Committee and the Management Company on the following basis: (a) each audit must be conducted for one (1) Budgetary Period, within three (3) years from the date that Internal Revenue Service tax returns are filed for the relevant year; (b) each audit must be conducted by an independent CPA mutually acceptable to both parties; (c) copies of each audit and all other relevant documentation shall be given at the same time to Management Company and the Committee; (d) the cost of each audit shall be borne as an Operating Expense of the CV-WPB Facility unless any of the audit(s) demonstrates a discrepancy which is material and adverse to the Owners (a material and adverse discrepancy is defined to be a deviation of two percent [2%] or more from the reports previously provided to the Committee). In such event, Management Company shall pay the cost of the audit, within thirty (30) days from the date that the audit is provided to the parties or if the audit is made subject to the Dispute Resolution Procedure, when such Dispute Resolution Procedure becomes final and binding. In the event that the audit(s) reveals that the Management Company has overcharged or undercharged for an Operating Expense then the discrepancy shall be adjusted on the next ensuing Budget.

5. CONTRACTS.

A. Review Procedure. Management Company may not enter into any new contracts or renewals of contracts for services rendered or goods supplied with respect to operation of the CV-WPB Facility, including insurance, without submitting the proposed contract or renewal to the Committee, as provided below.

Management Company shall submit, at the time of submission of the proposed Op. Budget (but in no event less than forty-five [45] days before proposing to enter into or renew a contract, for services rendered or goods supplied), a list of the contracts that will expire, indicating those that Management Company proposes to enter into or renew, for the next twelve (12) month operating period together with the following information:

- (i) A copy of each of the existing contracts in question;
- (ii) Commencement and termination date of the contract;
- (iii) Name and address of vendor;
- (iv) Proposed contract, if any, or proposals containing the material terms;
- (v) Copies of request for proposal and response (including contract specifications), and any competitive written bids, with associated contract documents; and
- (vi) A statement whether or not the Contract is for Allocated Services pursuant to the terms of paragraph 5C below, and the explanation therefor. The failure to so advise shall be deemed a waiver of the provisions of paragraph 5C hereof.

The Committee shall approve or disapprove of the contracts, renewals and proposals in writing, on a per contract basis, on or before thirty (30) days after its receipt of all the required information, unless a reasonable extension of no more than fifteen (15) additional days is requested by the Committee. In the event that the Committee does not approve of the contracts, renewals or proposals within said time period, the contracts, renewals or proposals shall be deemed disapproved. It is intended that the time periods provided for herein for contract review be implemented in a manner so as to not cause any interruption in services rendered to, or goods supplied to, the CV-WPB Facility, or to fail to provide adequate time in which to cancel an existing contract before expiration.

B. Substitute Bid. If the Committee disapproves a proposed contract or renewal, then the Committee shall submit, within thirty (30) days prior to the date of expiration or renewal, provided that the contract or renewal is timely submitted by the Management Company, another proposal for that service or supply of goods from a vendor acceptable to the Committee ("Substitute Bid"). The Substitute Bid must be for comparable services or goods. Except as provided in paragraph 5C below in connection with Allocated Services, Management Company shall contract for those services with the vendor making the Substitute Bid within ten (10) days of submission by the Committee. If the price of the Substitute Bid is higher than provided for in the Op. Budget, the difference shall be an additional Operating Expense.

C. Allocated Services. If a disapproved contract or renewal proposal is for services that are Allocated Services, and the effect of the disapproval, if the CV-WPB Facility were excluded from the proposed contract, is to either materially increase the costs of obtaining those services or goods to the Other Facilities or to cause the vendor to materially and adversely alter its proposal, or to not provide the services or goods to the Other Facilities, then Management Company may reject the Substitute Bid. If Management Company rejects the Substitute Bid, then Management Company shall either: (i) cause the vendor recommended by Management Company to perform the services at the price and terms specified in the Substitute Bid, or (ii) perform the services with its own personnel at the price and terms specified in the Substitute Bid.

D. Insurance Contracts. Notwithstanding anything to the contrary above, the existing or substantially similar insurance coverages, maintained with a carrier rated at least A by Standard & Poor's, as afforded by the currently maintained insurance policies, shall be

maintained in the future unless otherwise agreed by the Committee and Management Company.

E. Competitive Bidding. It is understood and agreed that, except for Allocated Services rendered by Management Company, or its affiliates, all contracts and renewals of contracts for services or goods for the CV-WPB Facility shall be solicited on the basis of competitive bidding, unless Management Company and the Committee agree in writing, as to a specific contract or renewal, to the contrary.

F. Contracts Pending Dispute Resolution. In the event of a dispute regarding any provisions of this paragraph 5, including, but not limited to, whether a Substitute Bid is for comparable services or goods, or whether a Substitute Bid for Allocated Services materially increases the cost of obtaining those services to the Other Facilities, or otherwise causes a vendor to materially and adversely alter its proposal or not provide the services to the Other Facilities, such dispute shall be resolved pursuant to the provisions of paragraph 7 hereof. Subject to the provisions of Paragraph 4D, pending resolution of the dispute, the decision of the Committee shall be implemented, without prejudice, until the dispute is finally resolved pursuant to the terms of this Agreement.

G. Entertainment.

Management Company will submit to the Committee, for its approval, the proposed entertainment services for the CV-WPB Facility and the price thereof. The Management Company shall consult with, and receive the approval of, the Committee, on an item-by-item basis, prior to booking and pricing any entertainment for the CV-WPB Facility. Upon approval, the entertainment will be booked. Failure of the Committee to disapprove proposed

entertainment service(s) within thirty (30) days after written submittal hereunder shall be deemed to be approval by the Committee.

The Management Company shall make available to the Committee all copies of proposed contracts, proposals, gross and net revenue recapitulations, advance bookings, ticket sales summaries, financial statements, and any and all other records reasonably requested by the Committee relating to entertainment. All such records and documents shall be submitted by Management Company to the Committee a reasonable time prior to Management Company's requesting the approval of the Committee for entertainment to be booked for the CV-WPB Facility. To the extent permitted by law, the Committee shall keep, and request that the Board of Directors of UCO keep, all such information confidential.

6. OPERATIONAL MATTERS.

A. Wages and Salaries.

(i) Annual Review Procedure. Management Company shall not grant any raises in salary or bonuses to Non-Allocated Personnel, without the written approval and consent of the Committee. To the extent permitted by law, the Committee shall keep, and request that the Board of Directors of UCO keep, all such information confidential. Management Company will submit to the Committee, for its written approval and consent during each Budgetary Period, its written salary recommendations for Non-Allocated Personnel for the next ensuing Budgetary Period.

The written salary recommendations shall include the following information:

a. The name, date of employment, and classification of the employee;

b. Present salary, fringe benefits and medical insurance;

- c. Date of last change in salary;
- d. Recommended salary for the next ensuing Budgetary Period.
- e. The grievance history accumulated pursuant to the provisions of

paragraphs B(ii) and (iii) below.

The Committee shall approve or disapprove of the recommendations, in whole or in part, on a per-employee basis, as part of the budget process. Any salary increases that are approved shall take effect during the month of February of each year, or as otherwise agreed between Management Company and the Committee.

(ii) Mid-Year Raises. If any Non-Allocated Personnel are hired during the Budgetary Period, or are entitled to a mid-Budgetary Period salary raise in the opinion of Management Company (i.e., for example, a pre-determined raise at the expiration of a probation period, or a raise based upon a job change or promotion or based upon a change in job description entitling the employee to additional salary, in the opinion of a supervisor), then such employee may be granted a raise until the next salary review as set forth above, provided that the written approval and consent of the Committee is first obtained.

(iii) Bonuses. Management Company will submit to the Committee for its written approval and consent, within each Budgetary Period, its written recommendations for bonuses to be paid to Non-Allocated Personnel on a calendar year-end basis. The written bonus recommendations shall include all the information required in paragraph (i) above, as well as the prior history of any bonuses previously paid to that employee in the prior three (3) years, if any.

The Committee shall approve or disapprove of the bonus recommendations in writing, on a per-employee basis, as part of the budget process. Bonuses shall be a line item of the Op. Budget.

(iv) Allocated Personnel. With respect to Allocated Personnel whose salaries, bonuses, etc. shall be contained in the "administrative overhead" portion of the Budget, the Committee shall review the grievance history and the allocated portion of salaries and bonuses, and grant or withhold approval of such "administrative overhead" portion of the Budget, pursuant to Paragraph 4.

B. HIRING/FIRING.

(i) Management Company shall have the sole authority to hire and fire all personnel, including any Allocated supervisors. However, when hiring a supervisor (e.g., a site supervisor), or replacing any other key personnel (i.e., site administrator, athletic director, entertainment director, budget director, maintenance supervisor and allocated supervisors), Management Company shall afford to the Committee the opportunity to interview the recommended candidates and to advise Management Company concerning these candidates.

(ii) If the Committee has any grievance relating to the performance of Allocated Personnel, it shall notify Management Company and specify the nature of the grievance. Neither the Committee nor any of its members shall discuss the matters complained of directly with the employee. Subject to paragraph B(i) above, Management Company shall respond to the grievance and notify the Committee of its proposed action, if any, in regard thereto.

(iii) If the Committee has any grievance relating to the performance of any other employee, it shall notify Management Company and specify the nature of the grievance.

Management Company shall take such action in response to the grievance as it deems appropriate and shall notify the Committee of its action in regard thereto. Neither the Committee nor any of its members shall discuss the matters complained of directly with the employee.

7. DISPUTE RESOLUTION. To facilitate the efficient operations of the CV-WPB Facility and in the event of a dispute concerning any of the provisions of this Agreement, the parties agree as follows:

A. Meetings. Upon request of either Management Company or the Committee, the representatives of Management Company and the Committee shall meet on a regular basis.

B. Standard. The parties shall, in implementing the provisions of this Agreement and in their future dealings, act in a reasonable manner and shall not act in an arbitrary and/or capricious manner.

C. Disagreement. In the event of a dispute, before implementing the Dispute Resolution Procedure set forth below, the aggrieved party ("Aggrieved Party") shall notify the other "Non-Aggrieved Party"), in writing, setting forth the nature of, and reasons for, the dispute. The Aggrieved and Non-Aggrieved Parties shall, within five (5) days, meet in an attempt to resolve the dispute. If the parties fail or refuse to meet and/or if the dispute is not resolved, then the Aggrieved Party may request the activation of the Dispute Resolution Procedure set forth below.

D. Dispute. The Aggrieved Party, within fifteen (15) days after said parties have met (or should have met as required by paragraph C above) and have not resolved the dispute, may request, in writing, resolution of the dispute pursuant to the provisions of paragraph E. If the Aggrieved Party fails to notify the Non-Aggrieved Party in writing within the fifteen (15)-

day period, then the dispute shall be deemed waived by the Aggrieved Party and the recommendations or position of the Non-Aggrieved Party shall be implemented, followed, or adhered to, as the case may be.

E. Arbitration. If the Aggrieved Party notifies the Non-Aggrieved Party within the fifteen (15) day period, the Aggrieved and Non-Aggrieved Parties shall consult in an attempt to select an arbitrator to conduct a mandatory arbitration proceeding. The final results of the proceeding shall be binding or advisory and non-binding as hereinafter provided. In the event that the Aggrieved and Non-Aggrieved Parties are unable to agree upon an Arbitrator within 30 days, then either party shall request that an Arbitrator be appointed according to the then prevailing procedures of the American Arbitration Association.

Once the Arbitrator is selected, the dispute shall be arbitrated by submission to the Arbitrator in accordance with the rules of the American Arbitration Association, unless herein provided to the contrary.

(i) At the request of any party to the arbitration, such arbitrator shall issue subpoenas for the attendance of witnesses and the production of books, records, documents, and other evidence and any party on whose behalf a subpoena is issued may apply to the court or arbitrator for orders compelling such attendance and production. Subpoenas shall be served and shall be enforceable in the manner provided by law.

(ii) Within thirty (30) days of the conclusion of the arbitration proceeding, the arbitration decision, which shall set forth findings of fact and conclusions of law, shall be presented to the parties in writing. Except as otherwise awarded by the Arbitrator, each party shall share and pay for the fees of the Arbitrator and costs of the arbitration equally. However, at the discretion of the Arbitrator, the Arbitrator may award his fees and the costs of the

arbitration to the prevailing party as part of a cost award. If no complaint for a trial de novo, as provided in paragraph E(iv) below, is filed, each party shall bear its own attorney fees.

(iii) An arbitration decision shall be final, in accordance with the provisions of paragraph E(v) below, if a complaint for a trial de novo is not filed in the Circuit Court of Palm Beach County, Florida, within thirty (30) days of the decision. The right to file for a trial de novo entitles either party to file a complaint in the Circuit Court of Palm Beach County, Florida, for a judicial resolution of the dispute. The decision of the Arbitrator shall be admissible in evidence at the trial de novo.

(iv) The party who files a complaint for a trial de novo shall be assessed the other party's reasonable arbitration costs, court costs, and attorneys' fees for the arbitration and the trial de novo if the judgment rendered in the trial de novo is not more favorable to the party filing the complaint than the arbitration decision. If the judgment is more favorable to the party filing the complaint, the party filing a complaint shall be awarded reasonable arbitration costs, court costs, and attorneys' fees for the arbitration and the trial de novo. In the event of a dispute, the Court shall determine if the judgment rendered is, or is not, more favorable to the party filing the complaint, than the arbitration decision. Provided, however, that Management Company may not claim that its attorney fees and costs, if any, pursuant to this paragraph 7 are an Operating Expense under the terms of the Long Term Leases, unless the Court determines that Management Company is entitled to recover its attorneys' fees and costs pursuant to this paragraph 7.

(v) If no trial de novo is requested, any party to an arbitration proceeding may enforce an arbitration award by filing a Motion to Confirm Arbitration Award in the Circuit Court for Palm Beach County according to Chapter 682, Fla. Stats. A Judgment

confirming the arbitration award may not be granted unless the time for the filing of a complaint for trial de novo has expired. The Arbitrator's award shall be considered final and binding when judgment is entered confirming the Arbitrator's decision as provided herein.

8. REPRESENTATIONS.

A. Standing. UCO and Management Company each warrant and represent to the other that UCO and the Management Company are valid legal entities in good standing and authorized to conduct business in the State of Florida.

B. Corporation Authority. UCO and Management Company each warrant and represent to the other that the respective Boards of Directors (or other governing authority) of each of them have approved this Agreement as required by the documents governing each of them.

C. Condominium Authority. Each Lessee Association consenting to this Agreement warrants and represents that this Agreement has been approved by whatever percent of its membership is required to approve an amendment to its Declaration of Condominium, and that this Agreement is binding upon the Lessee Association and its Unit Owners.

9. FULL AGREEMENT.

A. Negotiation. All parties acknowledge that the terms and conditions of this Agreement were arrived at in arms-length negotiations between the parties, with independent legal advice, and with each party giving due and full consideration to the legal position of the other in regard to the provisions of this Agreement.

B. It is the intent of this Agreement, to establish certain procedures for the supervision, operation, and management of the CV-WPB Facility until the expiration of the term of the Long Term Leases and to establish a mechanism for the resolution of any disputes concerning the implementation of the provisions of this Agreement.

10. COSTS. Each party shall bear its own costs, attorney's and other fees incurred or suffered in connection with the making of this Agreement.

11. DEFENSE. Any attack on the terms and/or conditions of this Agreement by any third party shall be jointly defended by UCO and Management Company. Each party shall vigorously defend this Agreement. Selection of any attorney to conduct any such defense shall be by mutual consent. The legal and other professional fees and disbursements incurred during such proceedings shall be valid Operating Expenses of the CV-WPB Facility. All parties to this Agreement shall exercise their reasonable best efforts to cause the full approval of this Agreement. No party to this Agreement shall prosecute, directly or indirectly, any action or proceeding, which would tend to challenge or undermine this Agreement. This covenant shall not be deemed to affect the enforcement of any provision or provisions of this Agreement.

12. SPECIFIC PERFORMANCE. As to all matters relating to this Agreement, the parties agree that, inasmuch as the CV-WPB Facility is unique, each and every of the terms of this Agreement may be enforced by specific performance within the context of the Dispute Resolution Procedure provided herein.

13. SURVIVAL OF PROVISIONS. The representations, warranties, covenants, agreements and indemnities of the parties hereto made in this Agreement or any certificate or documents delivered pursuant hereto shall remain and survive the execution and delivery hereof.

14. APPLICABLE LAW. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of Florida, as they exist as of the date hereof.

15. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original. The counterparts shall together constitute one and the same instrument.

16. CAPTIONS. The captions of paragraphs of this Agreement, or underlining of headings, are for convenient reference only and shall not affect the construction or interpretation of any of its terms or provisions as set forth herein.

17. ATTORNEYS' FEES. Except as provided to the contrary herein, in any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable costs and attorneys' fees (including paralegal fees) at all levels of proceedings, including, but not limited to, appeals, bankruptcy and collection.

18. NOTICES. Any notices required to be given hereunder shall be in writing directed to the following:

As to Management	MARK F. LEVY
Company	100 Century Boulevard
	West Palm Beach, FL 33417

And as to any MANNY GARCIA, ESQ.

notice provided to Abrams Anton, P.A.

the above, a copy 2021 Tyler Street

to: P.O. Box 229010

Hollywood, FL 33022-9010

and

THE BENFENSON CAPITAL COMPANY

708 Third Avenue, 28th Floor

New York, New York, 10017

Attn: Mr. Charles B. Benenson

and

GOLDFARB & FLEECE

345 Park Avenue

New York, New York 10154

Attn: Emanuel Lubin, Esq.

As to UCO and the UNITED CIVIC ORGANIZATION, INC.

Associations: 82 Stratford "F"

West Palm Beach, FL 33417

Attn: Kurt Weiss, President

And as to any PETER S. SACHS, ESQ.
 notice provided to Sachs, Sax & Klein, P.A.
 the above, a copy 301 Yamato Road
 to: Suite 4150
 Boca Raton, FL 33431

and

ROD TENNYSON, ESQ.
 Rod Tennyson, P.A.
 1801 Australian Avenue South
 Suite 101
 West Palm Beach, FL 33409

Notices may be given by the legal representative of any party.

19. FURTHER ASSURANCES. The parties agree to timely execute all such further instruments and take all such further action that may be reasonably required by any party to fully execute the terms and provisions of this Agreement.

20. TIME. Time is of the essence in all regards concerning this Agreement.

21. MODIFICATION. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party (or its

representative) against which the enforcement of such modification, waiver, amendment, discharge or change is sought.

22. PRONOUNS. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons or entity may require.

23. GOOD FAITH Each of the parties, their successors and assigns, shall act in good faith under this Operating Agreement in order to implement the provisions hereof.

24. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. This Agreement may be recorded in the Public Records of Palm Beach County, Florida, and shall be deemed actual and constructive notice to all persons and/or entities in connection with, or relating to, the project known as Century Village at West Palm Beach.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals (by their duly authorized officers or agents) on the day and year first set forth in this Agreement.

Witnesses:

W.P.R.F., Inc., a Delaware corporation

Print Name: _____

By: _____

Mark Levy

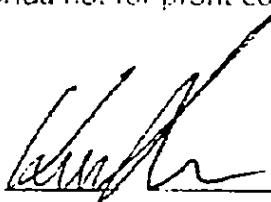
Its: President

Print Name: _____

Witnesses:

UNITED CIVIC ORGANIZATION, INC.,
a Florida not-for-profit corporation

Print Name: _____

By: 

CORPORATE
SEAL

Kurt Weiss

Its: President

Print Name: _____

THE BENENSON CAPITAL COMPANY,
a New York general partnership

Print Name: _____

By: The Charles B. Benenson Family
Trust, a partner

Print Name: _____

By: 

Charles B. Benenson, Trustee*

*Any Trustee executing this document in a trust
capacity shall be solely liable in such capacity and not
otherwise.

STATE OF FLORIDA

SS:

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of November, 1999, by Mark Levy,
as President of W.P.R.I., Inc., a Delaware corporation, on behalf of the Corporation. He/She is personally known
to me or has produced Driver's license as identification and did/did not take an oath.

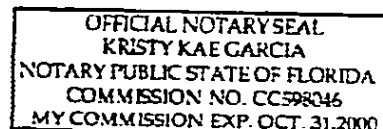


NOTARY PUBLIC

PRINT/STAMP/TYPE NAME: Kristy Kae Garcia

COMMISSION EXPIRES: _____

COMMISSION NUMBER (if any): _____



STATE OF FLORIDA

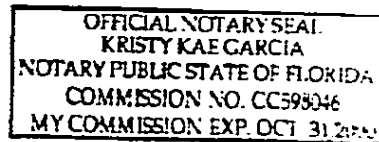
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of November, 1999, by Kurt Weiss, as President of United Civic Organization, Inc., a Florida corporation, on behalf of the Corporation. He/She is personally known to me or has produced Driver's license as identification and did/did not take an oath.

Kristy Kae Garcia
 NOTARY PUBLIC
 PRINT/STAMP/TYPE NAME: Kristy Kae Garcia
 COMMISSION EXPIRES: _____
 COMMISSION NUMBER (if any): _____

STATE OF NEW YORK

COUNTY OF NEW YORK



The foregoing instrument was acknowledged before me this 24th day of November, 1999, by Charles B. Benenson, as Trustee of The Charles B. Benenson Family Trust, a partner of The Benenson Capital Company, a New York general partnership, for and on behalf of said partnership, who is personally known to me.

Carmen S. Peterson
 Signature of Notary Public
CARMEN S. PETERSON
 Print, type or stamp Commissioned Name _____

My Commission expires: May 7, 2000

CARMEN S. PETERSON
 Notary Public, State of New York
 No. 01PC496281
 Qualified in New York County
 Commission Expires May 7, 2000

**EXHIBIT "B" to CERTIFICATE OF NOTICE OF AMENDMENT
SCHEDULE OF CAR LEASES AND CONDOMINIUM ASSOCIATIONS**

NOT A CERTIFIED COPY

EXHIBIT "A"

LESSEE CONDOMINIUM ASSOCIATION	LEASE RE- CORDED IN F.A.M. B.C.N. COUNTY PUBLIC RECORDS:	RECORDING INFORMATION: OFFICIAL RECORD BOOK & PAGE NO.		FIRST AMENDMENT TO LEASE RECORDED:	RECORDING INFORMATION: OFFICIAL RECORD BOOK & PAGE NO.	
		O.R.B.	PAGE		O.R.B.	PAGE
Andover E	8/4/71	1920	1304	7/15/81	3561	0824-0840
Andover H	9/9/71	1931	0364	7/15/81	3561	0824-0840
Andover I	9/9/71	1931	0411	7/15/81	3561	0824-0840
Andover J	5/28/71	1902	1490	7/15/81	3561	0824-0840
Andover K	5/20/71	1902	4536	7/15/81	3561	0824-0840
Andover L	6/10/71	1905	1872	7/15/81	3561	0824-0840
Berkshire B	4/17/72	2002	0809	7/15/81	3561	0824-0840
Berkshire C	5/11/72	2012	0084	7/15/81	3561	0824-0840
Berkshire D	5/11/72	2012	0131	7/15/81	3561	0824-0840
Berkshire J	7/24/72	2035	1919	7/15/81	3561	0824-0840
Cambridge A	2/23/72	1983	0096	7/15/81	3561	0824-0840
Cambridge B	3/1/72	1985	1459	7/15/81	3561	0824-0840
Cambridge F	2/29/72	1985	0819	7/15/81	3561	0824-0840
Cambridge G	2/23/72	1983	0237	7/15/81	3561	0824-0840
Cambridge I	2/23/72	1983	0321	7/15/81	3561	0824-0840
Camden B	10/20/72	2074	0316	7/15/81	3561	0824-0840
Camden C	10/30/72	2074	0364	7/15/81	3561	0824-0840
Camden F	10/30/72	2074	0505	7/15/81	3561	0824-0840
Camden G	9/18/72	2057	0536	7/15/81	3561	0824-0840
Camden I	9/18/72	2057	0636	7/15/81	3561	0824-0840
Camden J	9/18/72	2057	0683	7/15/81	3561	0824-0840
Camden L	9/18/72	2057	0730	7/15/81	3561	0824-0840
Camden M	9/18/72	2057	0777	7/15/81	3561	0824-0840
Camden N	9/18/72	2057	0824	7/15/81	3561	0824-0840
Camden O	9/18/72	2057	0489	7/15/81	3561	0824-0840
Camden P	10/30/72	2074	0264	7/15/81	3561	0824-0840
Canterbury C	2/24/73	2120	1606	7/15/81	3561	0824-0840
Canterbury F	3/27/73	2137	1497	7/15/81	3561	0824-0840
Canterbury G	3/27/73	2137	1543	7/15/81	3561	0824-0840
Canterbury H	3/27/73	2137	1589	7/15/81	3561	0824-0840

LESSOR CLAMINIUM ASSOCIATION	DATE RE- CORDED IN FARM SCH. COUNTY PUBLIC RECORDS:	RECORDING INFORMATION: OFFICIAL RECORD BOOK & PAGE No.	FIRST ALIGNMENT TO CHASE RECORDED:	RECORDING INFORMATION: OFFICIAL RECORD BOOK & PAGE No.
		O.R.B. PAGE		O.R.B. PAGE
Canterbury I	3/5/73	2128 0433	7/15/81	3561 0824-0840
Canterbury J	3/27/73	2137 1632	7/15/81	3561 0824-0840
Chatham A	6/27/73	2179 0593	7/15/81	3561 0824-0840
Chatham B	6/27/73	2179 0639	7/15/81	3561 0824-0840
Chatham D	7/24/73	2191 0562	7/15/81	3561 0824-0840
Chatham E	7/24/73	2191 0654	7/15/81	3561 0824-0840
Chatham G	6/27/73	2179 0730	7/15/81	3561 0824-0840
Chatham H	6/27/73	2179 0776	7/15/81	3561 0824-0840
Chatham I	7/24/73	2191 0816	7/15/81	3561 0824-0840
Chatham J	8/13/73	2199 0998	7/15/81	3561 0824-0840
Chatham K	9/12/73	2212 0651	7/15/81	3561 0824-0840
Chatham O	10/1/73	2219 0748	7/15/81	3561 0824-0840
Chatham P	8/13/73	2199 1182	7/15/81	3561 0824-0840
Chatham S	7/24/73	2191 Q700	7/15/81	3561 0824-0840
Chatham U	10/1/73	2219 0886	7/15/81	3561 0824-0840
Coventry A	10/7/69	1755 1273	7/15/81	3561 0824-0840
Coventry F	10/24/69	1759 1569	7/15/81	3561 0824-0840
Coventry J	1/20/70	1780 1519	7/15/81	3561 0824-0840
Coventry L	11/14/69	1764 1081	7/15/81	3561 0824-0840
Dorchester A	2/11/72	1979 1400	7/15/81	3561 0824-0840
Dorchester B	2/1/72	1975 1836	7/15/81	3561 0824-0840
Dorchester C	1/31/72	1975 1410	7/15/81	3561 0824-0840
Dorchester D	2/11/72	1979 1447	7/15/81	3561 0824-0840
Dorchester E	2/11/72	1979 1494	7/15/81	3561 0824-0840
Easthampton A	4/25/69	1718 1098	7/15/81	3561 0824-0840
Easthampton D	8/8/69	1742 0836	7/15/81	3561 0824-0840
Hastings B	11/5/71	1948 0650	7/15/81	3561 0824-0840
Hastings D	12/23/71	1963 1554	7/15/81	3561 0824-0840
Hastings F	12/23/71	1963 1648	7/15/81	3561 0824-0840
Hastings G	1/20/72	1972 0880	7/15/81	3561 0824-0840
Hastings M	1/20/72	1972 0927	7/15/81	3561 0824-0840
Hastings I	1/20/72	1972 0974	7/15/81	3561 0824-0840

LEASEE CONDOMINIUM ASSOCIATION	LEASE RE- CORDED IN PAVN REC. BOOK & PAGE PUBLIC RECORDS:	RECORDING INFORMATION: OFFICIAL RECORD BOOK & PAGE NO.	FIRST DATE RECORDED:	RECORDING INFORMATION: OFFICIAL RECORD BOOK & PAGE NO.
		O.R.B. PAGE		O.R.B. PAGES
Kent G	5/8/73	2157 0421	7/15/81	3561 0824-0840
Kent J	5/31/73	2167 0169	7/15/81	3561 0824-0840
Kent L	5/31/73	2167 0215	7/15/81	3561 0824-0840
Kingswood F	9/11/73	2054 1023	7/15/81	3561 0824-0840
Northampton E	12/20/72	2095 1848	7/15/81	3561 0824-0840
Northampton F	12/20/72	2095 1894	7/15/81	3561 0824-0840
Northampton J	1/24/73	2111 0806	7/15/81	3561 0824-0840
Northampton K	1/24/73	2111 0852	7/15/81	3561 0824-0840
Northampton M	1/24/73	2111 0945	7/15/81	3561 0824-0840
Northampton O	10/29/73	2231 1846	7/15/81	3561 0824-0840
Northampton P	1/24/73	2111 1003	7/15/81	3561 0824-0840
Northampton Q	1/24/73	2111 1049	7/15/81	3561 0824-0840
Northampton R	1/24/73	2111 1095	7/15/81	3561 0824-0840
Norwich A	3/6/70	1792 0978	7/15/81	3561 0824-0840
Norwich B	3/6/70	1792 1024	7/15/81	3561 0824-0840
Norwich C	7/29/70	1827 1865	7/15/81	3561 0824-0840
Norwich H	7/29/70	1827 1912	7/15/81	3561 0824-0840
Salisbury D	7/9/69	1734 1727	7/15/81	3561 0824-0840
Salisbury E	8/7/69	1741 1651	7/15/81	3561 0824-0840
Salisbury F	6/30/69	1731 0026	7/15/81	3561 0824-0840
Sheffield D	11/5/71	1948 0781	7/15/81	3561 0824-0840
Sheffield J	11/22/71	1953 0854	7/15/81	3561 0824-0840
Somerset A	12/4/72	2088 1310	7/15/81	3561 0824-0840
Somerset B	12/4/72	2088 1357	7/15/81	3561 0824-0840
Somerset C	12/4/72	2088 1404	7/15/81	3561 0824-0840
Somerset E	11/7/72	2078 0121	7/15/81	3561 0824-0840
Somerset F	11/7/72	2078 0074	7/15/81	3561 0824-0840
Somerset H	12/4/72	2088 1498	7/15/81	3561 0824-0840
Somerset I	12/4/72	2088 1545	7/15/81	3561 0824-0840
Somerset J	11/7/72	2078 0027	7/15/81	3561 0824-0840
Sussex A	1/18/74	2261 1354	7/15/81	3561 0824-0840
Sussex B	2/22/74	2273 0449	7/15/81	3561 0824-0840

LEASEE CONDOMINIUM ASSOCIATION	LEASE RE- CORDED IN PALM BCH. COUNTY PUBLIC RECORDS:	RECORDING INFORMATION: OFFICIAL RECORD BOOK & PAGE NO.	FIRST AMENDMENT TO LEASE RECORDED:	RECORDING INFORMATION: OFFICIAL RECORD BOOK & PAGE NO.
		O.R.B. PAGE		O.R.B. PAGE
SUSSEX C	12/21/73	2251 1558	7/15/81	3561 0824-0840
SUSSEX N	5/20/74	2306 1859	7/15/81	3561 0824-0840
Waltham E	3/18/69	1709 1642	7/15/81	3561 0824-0840
Waltham O	5/21/69	1724 0671	7/15/81	3561 0824-0840
Waltham H	6/6/69	1728 0131	7/15/81	3561 0824-0840
Windsor A	5/11/72	2012 0180	7/15/81	3561 0824-0840
Windsor C	7/3/72	2029 1561	7/15/81	3561 0824-0840
Windsor D	6/2/72	2070 0074	7/15/81	3561 0824-0840
Windsor E	7/3/72	2029 1608	7/15/81	3561 0824-0840
Windsor G	7/24/72	2036 0027	7/15/81	3561 0824-0840
Windsor I	7/24/72	2036 0121	7/15/81	3561 0824-0840
Windsor J	7/24/72	2036 0168	7/15/81	3561 0824-0840
Windsor K	7/24/72	2036 0215	7/15/81	3561 0824-0840
Windsor L	7/3/72	2029 1836	7/15/81	3561 0824-0840
Windsor M	5/11/72	2012 0274	7/15/81	3561 0824-0840
Windsor N	5/12/72	2012 1332	7/15/81	3561 0824-0840
Windsor O	7/3/72	2029 1884	7/15/81	3561 0824-0840
Windsor P	7/24/72	2036 0262	7/15/81	3561 0824-0840
Windsor Q	7/24/72	2036 0213	7/15/81	3561 0824-0840
Windsor R	7/24/72	2036 0407	7/15/81	3561 0824-0840

**EXHIBIT "C" to CERTIFICATE OF NOTICE OF AMENDMENT
SCHEDULE OF COA LEASES AND CONDOMINIUM ASSOCIATIONS**

NOT A CERTIFIED COPY

EXHIBIT "A"

LESSOR CONDOMINIUM ASSOCIATION	LEASE RE- CORDED IN PALM BCH. COUNTY PUBLIC RECORDS:	RECORDING INFORMATION: OFFICIAL RECORD BOOK & PAGE NO.		FIRST SUBSEQUENT TO LEASE RECORDED:	RECORDING INFORMATION: OFFICIAL RECORD BOOK & PAGE NO.	
		O.R.B.	PAGE		O.R.B.	PAGE
Andover A	7/7/71	1912	853	4/23/80	3277	1412-1419
Andover B	7/7/71	1912	899	4/23/80	3277	1420-1427
Andover C	7/7/71	1912	945	4/23/80	3277	1428-1435
Andover D	6/28/71	1910	758	5/28/80	3298	1659-1666
Andover F	8/4/71	1920	1350	4/23/80	3277	1444-1451
Andover G	8/4/71	1920	1396	4/23/80	3277	1452-1459
Andover H	6/10/71	1905	1927	4/23/80	3277	1436-1443
Bedford A	12/18/70	1861	314	4/23/80	3277	1460-1467
Bedford B	12/18/70	1861	360	4/23/80	3277	1268-1275
Bedford C	12/18/70	1861	406	4/23/80	3277	1252-1259
Bedford D	12/18/70	1861	452	4/23/80	3277	1484-1491
Bedford E	1/6/71	1865	718	4/23/80	3277	1468-1475
Bedford F	1/6/71	1865	764	4/23/80	3277	1476-1483
Bedford G	1/6/71	1865	810	4/23/80	3277	1260-1267
Bedford H	3/12/71	1881	119	4/23/80	3277	1300-1307
Bedford I	3/12/71	1881	165	4/23/80	3277	1292-1299
Bedford J	3/12/71	1881	231	4/23/80	3277	1276-1283
Bedford K	3/12/71	1881	311	4/23/80	3277	1284-1291
Berkshire A	4/17/72	2002	762	4/23/80	3277	1180-1187
Berkshire B	7/3/72	2029	1738	4/23/80	3277	1324-1331
Berkshire F	6/2/72	2020	27	4/23/80	3277	1196-1203
Berkshire G	6/2/72	2019	1953	4/23/80	3277	1308-1315
Berkshire H	7/3/72	2029	1656	4/23/80	3277	1316-1323
Berkshire I	7/24/72	2035	1872	4/23/80	3277	1188-1195
Berkshire K	7/24/72	2035	1966	4/23/80	3277	1172-1179
Cambridge C	2/23/72	1983	143	4/23/80	3277	1212-1219
Cambridge D	2/23/72	1983	190	4/23/80	3277	1204-1211
Cambridge E	2/29/72	1985	772	7/14/81	3560	1554-1561
Cambridge H	2/23/72	1983	284	7/14/81	3560	1554-1561
Camden D	10/30/72	2074	411	4/23/80	3277	1244-1251
Camden E	10/30/72	2074	458	4/23/80	3277	1220-1227

LESSEE CONDOMINIUM ASSOCIATION	LEASE RE- CORDED IN PALM BCH. COUNTY PUBLIC RECORDS:	RECORDING INFORMATION: OFFICIAL RECORD BOOK & PAGE NO.		FIRST AMENDMENT TO LEASE RECORDED:	RECORDING INFORMATION: OFFICIAL RECORD BOOK & PAGE NO.	
		<u>O.R.B.</u>	<u>PAGE</u>		<u>O.R.B.</u>	<u>PAGES</u>
Camden K	9/18/72	2057	589	4/23/80	3277	1228-1235
Camden K	10/30/72	2074	219	4/23/80	3277	1236-1243
Canterbury A	4/3/72	1996	1746	4/23/80	3277	1092-1099
Canterbury B	4/3/72	1996	1793	4/23/80	3277	1100-1107
Canterbury D	3/7/73	2129	1193	4/23/80	3277	1116-1123
Canterbury E	4/23/73	2150	26	4/23/80	3277	1108-1115
Canterbury K	3/5/73	2128	499	7/14/81	3560	1554-1563
Chatham C	7/24/73	2191	470	4/23/80	3277	1132-1139
Chatham F	6/27/73	2179	685	7/14/81	3560	1554-1563
Chatham K	8/13/73	2199	1044	7/14/81	3560	1554-1563
Chatham L	7/24/73	2191	608	7/14/81	3560	1554-1563
Chatham M	8/13/73	2199	1136	7/14/81	3560	1554-1563
Chatham O	10/1/73	2219	794	7/14/81	3560	1554-1563
Chatham R	10/1/73	2219	840	4/23/80	3277	1124-1131
Chatham T	8/13/73	2199	1090	7/14/81	3560	1554-1563
Coventry B	10/7/69	1755	1227	7/8/80	3321	1604-1611
Coventry C	10/24/69	1759	1523	4/23/80	3277	1012-1019
Coventry D	11/14/69	1764	943	4/23/80	3277	1020-1027
Coventry E	10/24/69	1764	989	4/23/80	3277	1028-1035
Coventry G	11/14/69	1764	1025	4/23/80	3277	1164-1171
Coventry H	11/31/69	1775	1273	4/23/80	3277	1156-1163
Coventry I	11/31/69	1775	1227	4/23/80	3277	1148-1155
Coventry K	1/20/70	1780	1565	4/23/80	3277	1140-1147
Dorchester F	2/11/72	1979	1541	4/23/80	3277	1068-1075
Dorchester G	2/11/72	1979	1588	4/23/80	3277	1060-1067
Dorchester H	2/14/72	1980	685	4/23/80	3277	1052-1059
Dorchester I	2/21/72	1975	1457	4/23/80	3277	1044-1051
Dorchester J	2/14/72	1975	1883	4/23/80	3277	1036-1043
Dorchester K	2/11/72	1979	1635	4/23/80	3277	1076-1083
Dover (A,B,C)	8/10/73	2198	1807	4/23/80	3277	0922-0929
Easthampton B	5/21/69	1724	714	4/23/80	3277	1084-1091
Easthampto.. C	6/6/69	1728	86	4/23/80	3277	0940-0947

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		<u>O.R.B.</u>	<u>PAGE</u>		<u>O.R.B.</u>	<u>PAGES</u>
Easthampton K	8/20/69	1744	1449	4/23/80	3277	0942-0955
Easthampton F	7/9/69	1734	1772	4/23/80	3277	0956-0963
Easthampton G	6/20/69	1730	1757	4/23/80	3277	0964-0971
Easthampton H	6/6/69	1728	176	4/23/80	3277	0972-0979
Easthampton I	8/7/69	1741	1696	4/23/80	3277	0980-0987
Greenbrier A	8/16/72	2045	1601	4/23/80	3277	0988-0995
Greenbrier B	4/17/72	2002	840	4/23/80	3277	0996-1003
Greenbrier C	7/3/72	2019	1789	4/23/80	3277	1004-1011
Hastings A	11/5/71	1948	603	4/23/80	3277	1509-1516
Hastings C	11/22/71	1953	901	4/23/80	3277	1501-1508
Hastings E	12/23/71	1963	1601	4/23/80	3277	1492-1500
Kent A	4/10/73	2144	50	4/23/80	3277	1517-1524
Kent C	4/25/73	2151	149	7/14/81	3560	1534-1563
Kent D	4/25/73	2151	195	7/14/81	3560	1534-1563
Kent F	4/25/73	2151	287	7/14/81	3560	1534-1563
Kent H	6/12/73	2172	1233	4/23/80	3277	1525-1532
Kent I	6/12/73	2172	1279	4/23/80	3277	1533-1540
Kent K	5/31/73	2167	123	4/23/80	3277	1541-1548
Kent M	4/25/73	2151	103	4/23/80	3277	1549-1556
Kent N	4/25/73	2151	57	4/23/80	3277	1557-1564
Kingswood A	3/12/71	1880	1885	4/23/80	3277	1565-1572
Kingswood B	3/12/71	1880	1931	4/23/80	3277	0852-0859
Kingswood C	3/12/71	1880	1977	7/9/80	3322	1576-1583
Kingswood D	3/12/71	1881	27	7/14/81	3560	1534-1563
Kingswood E	3/12/71	1881	73	7/14/81	3560	1534-1563
Northampton A	12/4/72	2088	778	5/28/80	3298	1631-1638
Northampton B	12/4/72	2088	824	7/14/81	3560	1534-1563
Northampton C	12/4/72	2088	870	4/23/80	3277	0860-0867
Northampton D	12/20/72	2095	1802	7/14/81	3560	1534-1563
Northampton G	12/20/72	2095	1940	7/3/80	3320	0529-0531
Northampton H	1/18/73	2108	936	4/23/80	3277	0868-0875
Northampton I	12/20/72	2096	26	4/23/80	3277	0876-0883

LEASE CONDOMINIUM ASSOCIATION	LEASE RE- CORDED IN PALM BCH. COUNTY PUBLIC RECORDS:	RECORDING INFORMATION. OFFICIAL RECORD BOOK & PAGE NO.	FIRST ASSIGNMENT TO LEASE RECORDED.	RECORDING INFORMATION. OFFICIAL RECORD BOOK & PAGE NO.
		O.R.B. PAGE		O.R.B. PAGE
Northampton L	1/18/73	2108 982	7/14/81	3560 1534-1563
Northampton M	1/24/73	2111 898	4/23/80	3277 0884-0891
Northampton S	12/4/72	2088 916	4/23/80	3277 0892-0899
Norwich C	3/6/70	1792 1070	4/23/80	3277 0900-0907
Norwich D	3/8/70	1808 820	4/23/80	3277 0924-0931
Norwich E	3/8/70	1808 866	4/23/80	3277 0772-0779
Norwich F	6/15/70	1817 991	4/23/80	3277 0780-0787
Norwich I	7/29/70	1827 1958	4/23/80	3277 0796-0803
Norwich J	9/28/70	1841 296	4/23/80	3277 0916-0923
Norwich K	7/29/70	1828 27	4/23/80	3277 0908-0915
Norwich L	7/29/70	1828 73	4/23/80	3277 0820-0827
Norwich M	3/6/70	1792 1116	4/23/80	3277 0812-0819
Norwich N	3/6/70	1792 1162	4/23/80	3277 0804-0811
Norwich O	3/6/70	1792 1208	4/23/80	3277 0788-0795
Salisbury A	4/9/69	1714 1348	4/23/80	3277 0844-0851
Salisbury C	2/18/69	1703 1110	4/23/80	3277 0836-0843
Salisbury H	5/21/69	1724 626	4/23/80	3277 0828-0835
Salisbury I	4/3/69	1716 438	7/3/80	3277 0692-0699
Sheffield A	12/2/71	1956 1512	4/23/80	3277 0692-0699
Sheffield B	11/5/71	1948 697	4/23/80	3277 1596-1603
Sheffield C	11/5/71	1948 744	4/23/80	3277 1588-1595
Sheffield E	12/8/71	1958 1430	4/23/80	3277 1580-1587
Sheffield F	12/20/71	1962 744	4/23/80	3277 1573-1579
Sheffield H	12/2/71	1956 1465	4/23/80	3277 0764-0771
Sheffield I	12/2/71	1956 1559	4/23/80	3277 0756-0763
Sheffield K	9/30/71	1937 978	4/23/80	3277 0748-0755
Sheffield L	9/30/71	1937 1025	4/23/80	3277 0740-0747
Sheffield M	9/30/71	1937 1072	4/23/80	3277 0700-0707
Sheffield N	9/9/71	1931 270	4/23/80	3277 0708-0715
Sheffield O	8/19/71	1924 1966	4/23/80	3277 0716-0723
Sheffield P	9/9/71	1931 327	4/23/80	3277 0724-0731
Sheffield Q	8/19/71	1925 27	4/23/80	3277 0732-0739

LESSOR CONDOMINIUM ASSOCIATION	LEASE RE- CORDED IN PALM BEACH COUNTY PUBLIC RECORDS:	RECORDING INFORMATION: OFFICIAL RECORD BOOK & PAGE NO.	FIRST ASSIGNMENT TO LEASE RECORDED:	RECORDING INFORMATION: OFFICIAL RECORD BOOK & PAGE NO.
		O.R.B.	PAGE	O.R.B. PAGE
Somerset D	12/4/72	2088	1451	4/23/80 3277 1604-1611
Somerset E	11/7/72	2077	1832	4/23/80 3277 1612-1619
Somerset F	11/7/72	2077	1946	4/23/80 3277 1620-1627
Somerset L	11/7/72	2077	1899	4/23/80 3277 1628-1635
Southampton A	6/17/74	2317	1499	4/23/80 3277 1636-1643
Sussex D	3/22/74	2283	994	4/23/80 3277 1644-1651
Sussex E	3/22/74	2283	1040	4/23/80 3277 0612-0619
Sussex F	3/22/74	2283	1086	4/23/80 3277 0620-0627
Sussex G	12/21/73	2251	1604	4/23/80 3277 0628-0635
Sussex H	12/21/73	2251	1604	4/23/80 3277 0636-0643
Sussex I	3/22/74	2283	1132	4/23/80 3277 0616-0643
Sussex J	6/6/74	2314	524	5/27/80 3297 1113-1125
Sussex K	7/18/74	2330	381	4/23/80 3277 0644-0651
Sussex L	5/20/74	2306	1823	4/23/80 3277 0652-0659
Waltham A	12/6/68	1689	477	4/23/80 3277 1340-1347
Waltham B	12/12/68	1690	685	4/23/80 3277 1332-1339
Waltham C	1/8/69	1695	196	4/23/80 3277 0684-0691
Waltham D	2/4/69	1700	1268	4/23/80 3277 0676-0683
Waltham E	4/9/69	1714	1303	4/23/80 3277 0660-0667
Waltham F	4/25/69	1718	1289	4/23/80 3277 0668-0675
Wellington A	12/18/70	1861	218	4/23/80 3277 1348-1355
Wellington B	3/12/71	1881	306	4/23/80 3277 1356-1363
Wellington C	6/28/71	1910	713	4/23/80 3277 1364-1371
Wellington D	9/9/71	1931	223	4/23/80 3277 0604-0611
Wellington E	12/23/71	1963	1698	4/23/80 3277 0596-0603
Wellington F	2/29/72	1985	848	4/23/80 3277 0588-0595
Wellington G	6/12/73	2172	1187	4/23/80 3277 1404-1411
Wellington H	4/23/73	2151	336	4/23/80 3277 1396-1403
Wellington J	3/5/73	2128	407	4/23/80 3277 1388-1395
Wellington K	1/18/73	2108	1031	4/23/80 3277 1380-1387
Wellington L	12/22/72	2097	1423	4/23/80 3277 1372-1379
Windsor A	5/11/72	2012	227	7/14/81 3560 1554-1563

**LESSEE
CONDOMINIUM
ASSOCIATION**

**LEASE RE-
CORD IN
FILE NO.
OFFICIAL
PUBLIC
RECORDS:**

**RECORDING
INFORMATION:
OFFICIAL RECORD
BOOK & PAGE NO.**
O.R.B. PAGE

**FIRST
ASSIGNMENT
TO LEASE
RECORDED:**

**RECORDING
INFORMATION:
OFFICIAL RECORD
BOOK & PAGE NO.**
O.R.B. PAGES

Windsor F	7/3/72	2054	1070	7/14/81	3560	1554-1563
Windsor H	7/24/72	2036	74	7/14/81	3560	1554-1563
Windsor R	7/24/72	2036	407	7/14/81	3560	1554-1563

NOT A CERTIFIED COPY

EXHIBIT "D" TO CERTIFICATE OF NOTICE OF AMENDMENT
SCHEDULE OF UNAFFILIATED LEASES AND CONDOMINIUM ASSOCIATIONS

Name of Condominium Association	Name of Condominium	Declaration of Condominium		Long Term Lease		2 nd Amendment to Long Term Lease	
		ORB *	Page	ORB *	Page	ORB *	Page
1. Golf's Edge Condominium Association	"A"	1749	0243	1749	0308	5306	0095
	"B"	1763	0990	1763	1054		
	"C"	1763	0908	1763	0972		
	"D"	1785	1370	1785	1433		
	"E"	1797	0798	1797	0862		
	"F"	1797	0962	1797	1026		
2. Plymouth No. 3 Condominium Association	"G"	1797	0880	1797	0944	5306	0319
	"A"	1894	0092	1894	0114		
	"B"	1894	0131	1894	0155		
	"C"	1894	0172	1894	0196		
	"D"	1894	0213	1894	0237		
	"E"	1894	0254	1894	0278		
	"F"	1894	0295	1894	0319		

Name of Condominium Association	Name of Condominium	Declaration of Condominium		Long Term Lease		2 nd Amendment to Long Term Lease	
		ORB*	Page	ORB*	Page	ORB*	Page
3. Plymouth No. 4 Condominium Association	N/A	1958	0253	1958	0315	5306	0347
4. Plymouth No. 5 Condominium Association	N/A	2023	0407	2023	0470	5306	0375
5. Oxford 100 Condominium Association	N/A	1838	0757	1846	0090	5306	0123
6. Oxford 200 Condominium Association	N/A	1860	1701	1860	1790	5306	0151
7. Oxford 300 Condominium Association	N/A	1860	1232	1860	1320	5306	0179
8. Oxford 400 Condominium Association	N/A	1950	1580	1950	1671	5306	0207
9. Oxford 500 Condominium Association	N/A	1895	0774	1895	0863	5306	0235

Name of Condominium Association	Name of Condominium	Declaration of Condominium		Long Term Lease		2 nd Amendment to Long Term Lease	
		ORB*	Page	ORB*	Page	ORB*	Page
10. Oxford 600 Condominium Association	N/A	1950	1685	1950	1775	5306	0263
11. Oxford 700 Condominium Association	N/A	1994	1389	1994	1478	5306	0291
12. Stratford A Condominium Association	N/A	1786	1204	1786	1229	5306	0403
13. Stratford B Condominium Association	N/A	1802	0535	1802	0559	5306	0431
14. Stratford C Condominium Association	N/A	1804	1634	1804	1658	5306	0459
15. Stratford D Condominium Association	N/A	1822	0348	1822	0372	5306	0487
16. Stratford E Condominium Association	N/A	1822	0389	1822	0413	5306	0515
17. Stratford G Condominium Association	N/A	1831	1848	1831	1872	5306	0543
18. Stratford H Condominium Association	N/A	1841	0582	1841	0606	5306	0571

Name of Condominium Association	Name of Condominium	Declaration of Condominium		Long Term Lease		2 nd Amendment to Long Term Lease	
		ORB*	Page	ORB*	Page	ORB*	Page
19. Stratford I Condominium Association	N/A	1841	0623	1841	0647	5306	0599
20. Stratford J Condominium Association	N/A	1841	0664	1841	0688	5306	0627
21. Stratford K Condominium Association	N/A	1841	0705	1841	0729	5306	0655
22. Stratford L Condominium Association	N/A	1841	0746	1841	0770	5306	0683
23. Stratford M Condominium Association	N/A	1841	0787	1841	0811	5306	0711
24. Stratford N Condominium Association	N/A	1841	0828	1841	0852	5306	0739
25. Stratford O Condominium Association	N/A	1841	0869	1841	0885	5306	0767
26. Kent B Condominium Association	N/A	2144	0071	2144	0093	5173	1500
27. Kent E Condominium Association	N/A	2151	0216	2151	0241	3560**	1554

Name of Condominium Association	Name of Condominium	Declaration of Condominium		Long Term Lease		2 nd Amendment to Long Term Lease	
		ORB*	Page	ORB*	Page	ORB*	Page
28. Salisbury B Condominium Association	N/A	1709	1662	1709	1687	5173	1500
29. Salisbury G Condominium Association	N/A	1727	1129	1727	1154	5173	1500
30. Sheffield G Condominium Association	N/A	1958	1451	1958	1477	5173	1500
31. Wellington M Condominium Association	N/A	2071	1438	2071	1467	5173	1500
32. Southampton A Condominium Association	N/A	2306	1890	2306	1917	5173	1500
33. Southampton C Condominium Association	N/A	2300	0737	2300	0764	5173	1500

- All recording references are to the Public Records of Palm Beach County, Florida.
- Only one (1) amendment appears of record for Kent E Condominium Association.

M:\Association\JC\CO\Operating Agreement\Ex. D.wpd

EXHIBIT "E" to CERTIFICATE OF NOTICE OF AMENDMENT
FORM OF ASSOCIATION AUTHORIZATION FOR UCO TO
NEGOTIATE RENTS

CONDOMINIUM ASSOCIATION
at Century Village

AUTHORIZATION FOR RECREATION RENTS
ARBITRATION and NEGOTIATION

COMES NOW the _____ Condominium Association at Century Village and hereby delegates and appoints the United Civic Organization (UCO), as our authorized representative and agent in all matters concerning the arbitration and negotiation of recreation rents pursuant to the UCO Unity Recreation Lease Amendments of 1987, and more specifically delegates to UCO the following responsibilities.

1. Association does hereby authorize UCO to vote and otherwise appoint arbitrators under the 1987 UCO Unity Lease Amendment.

2. Association hereby delegates to UCO the responsibilities of initiating and/or defending arbitration under the 1987 UCO Unity Lease Amendment, granting UCO the authority to retain legal counsel and expert witnesses. Association further delegates to UCO the responsibility of deciding all strategies and procedures of the arbitration, including the number of arbitrators and the appointment of arbitrators. Association hereby delegates to UCO the authority to negotiate and/or settle any and all claims in arbitration concerning recreation rents under the long term recreation lease provided.

3. It is the intent of the Association that one arbitration proceeding shall govern all Associations who have adopted the 1987 UCO Unity Lease Amendment.

4. As declared in our earlier resolution, we have pledged to UCO certain sums which will be the Association's sole financial obligation to UCO for purposes of funding negotiation and arbitration proceedings.

5. Any agreement arrived at as a result of negotiations will be brought before the Association for ratification

SO AGREED this ____ day of _____, 1999.

ATTEST. _____ Condominium Association

Secretary

President

ATTEST:

UNITED CIVIC ORGANIZATION

Secretary

President

RECORDER'S MEMO: Legibility of document
unsatisfactory when received.