

**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 "1", "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 30<sup>th</sup>, 2021 or May 30<sup>th</sup> 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 1<sup>st</sup> 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 15<sup>th</sup> of the relevant year. The two (2) arbitrators shall select the third (3<sup>rd</sup>) arbitrator by September 1<sup>st</sup> of the relevant year. The arbitration shall commence by September 10<sup>th</sup> of the relevant year and must be terminated by November 15<sup>th</sup> 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 1<sup>st</sup> 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 "1", 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.

**SCHEDULE "1" to MILLENNIUM UCO AMENDMENT**

**SCHEDULE OF RENT INCREASES**

<b>MO'LY PER UNIT RENTAL INCREASES IN ADDITION TO RENT LEVELS IN EXISTENCE IN DECEMBER, 1999</b>	
<b>PAYMENT DATE</b>	<b>(increase over prior month)</b>
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)

~~\$105.50~~  
 15.50  
 \$120.50