

Century Village Clubhouse
CENVILL - UCO
CONSTRUCTION IMPROVEMENTS AGREEMENT

This AGREEMENT made this 22 day of February, 2005,

BETWEEN

Cenvill: W.P.R.F. Inc. and Cenvill Recreation, Inc. 1601 Forum Place, Suite 500, West Palm Beach FL 33401; and

UCO: the United Civic Organization Inc. and it's Operations Committee, 2102 West Ave., West Palm Beach, FL 33417

The Project: Certain renovations to the Clubhouse at Century Village West Palm Beach referred to as "Extras" and more fully described in the attached Exhibit A.

Cenvill and UCO agree as set forth below.

1. Pursuant to the Recreation Lease Millennium Agreement between the parties Cenvill is obligated to restore the Recreation Facilities after casualty loss and to reduce rent proportionally as reconstruction occurs. Hurricanes struck Century Village in September 2004 causing substantial damage to the Recreation Facilities. Repairs are under way to restore these facilities to their pre hurricane condition at the direction of Cenvill and it's insurance company.
2. The parties entered into a "Memo of Understanding" dated December 2, 2004 which has set out the required reduction in rent during reconstruction. Cenvill continues to collect the full rent due but has agreed to credit UCO for that portion of the rent to be reduced under said "Memo of Understanding", hereinafter called the "Rent Credit". The "Rent Credit" shall be accounted for and maintained by Cenvill in the WPRF Operating Account. It is estimated the total "Rent Credit" could exceed \$3,000,000 depending on how long the Recreation Facilities are not available to the residents of Century Village.
3. Cenvill and its insurance company has retained QCI Group One Construction, 870 Pratt Ave. N., Schaumburg, ILL 60193, to restore and repair the Recreation Facilities to their pre hurricane condition. Costs for this restoration are being paid by Cenvill and/or it's insurance company and shall hereinafter be referred to as the "Restoration Costs".
4. UCO and Cenvill have agreed to allow certain construction improvements, hereinafter the "Extras", to the Recreation Facilities which UCO has requested and more fully described in Exhibit A. The costs of these Extras shall be paid by Cenvill from the "Rent Credits" in the

the WPRF Operating Account, but not in excess of the "Rent Credits". If the costs of these Extras exceed the "Rent Credits" then UCO shall authorize the payment of said excess costs from the WPRF Operating Account. If the costs of these Extras do not exceed the "Rent Credits" then Cenvill shall credit the Century Village residents the difference. Cenvill and QCI Group One Construction have entered into a separate construction agreement to construct the "Extras".

5. All parties understand the "Restoration Costs" and the costs for "Extras" shall be segregated and separately accounted for even though their construction will be simultaneous by QCI Group One Construction. UCO shall have the right to retain, at it's own cost, construction professionals and accountants to observe said simultaneous construction and to advise and assist UCO in carrying out it's responsibilities under the Millennium Recreation Agreement. UCO shall promptly notify Cenvill of any issues or disputes and provide Cenvill any reports provided by said professionals retained by UCO.

6. In the event of dispute between the parties the mediation and arbitration provisions of the Recreation Lease Millennium Agreement shall apply.

UCO:

R S Marshall
Signature

R S MARSHALL
Printed name and title
2/22/05

CENVILL:

Mark Levy
Signature

MARK F Levy Pres
Printed name and title
2/25/05

A



870 Pratt Ave. N * Schaumburg, IL 60193 * Phone: (847)891-2929 * Fax: (847) 891-2974

AGREEMENT FOR UCO RESIDENT EXTRA'S

BILL TO:

OWNER: Century Village West Palm

Address: 2102 West Drive

City/State/Zip: West Palm Beach, Florida 33417

United Civic Organization, Inc. Of Century Village

RE: Club House Remodel

SCOPE DATE: In Bidding Process

SCOPE AMOUNT \$ Per the Operation Committee
agreement Dated January 20th 2005 not to
exceed \$ 3,000,000.00

1. OWNER hereby authorizes QCI Group One Construction to remodel the property described above.
2. QCI Group One Construction has provided OWNER with a written estimate (hereafter sometimes referred to as "scope") of the cost of said remodel shown above. QCI Group One Construction will complete all remodel in accordance with the scope of work, i.e. repairs, replacements, installations and demolitions included.
3. All remodel, replacements, installations and demolitions will be completed in accordance with local building codes. OWNER FURTHER AUTHORIZES QCI Group One Construction TO SIGN, AS AGENT, ALL FORMS FOR NECESSARY MUNICIPAL PERMITS.
4. No out of pocket expenses will be billed to owner except for extra items/repairs/change orders/unforeseen items and upgrades required to comply with applicable building codes and shall be paid prior to commencement of work by OWNER to QCI Group One Construction.
5. All workmanship shall conform to the guidelines found in the publication Commercial Construction Performance Guidelines - For Professional Builders and Remodelers, National Association of Commercial Builders, 1996. If an item is not covered in that publication, standard industry practice shall govern.
6. Owner hereby assigns all insurance proceeds to QCI Group One Construction and hereby directs insurer to include QCI Group One Construction name on all drafts of the insurer in payment of said claim. OWNER FURTHER AUTHORIZES QUALITY TO ENDORSE ON ITS BEHALF ALL DRAFTS OF THE INSURER IN PAYMENT FOR THE WORK. OWNER agrees that the cost of such repairs, additions, and extras not covered by insurance shall be paid by OWNER to QCI Group One Construction to. OWNER hereby agrees to promptly execute all claim forms, disbursement authorizations, and directions for disbursements as shall be reasonably required by QCI Group One Construction.
7. OWNER agrees that a copy of this Agreement may be sent to OWNER'S insurer and mortgagee and shall be deemed a binding authorization for payment and delivery to mortgagee of payment to QCI Group One Construction.

(Terms & Conditions)

1. The remodel estimate has been approved by the owner and the owner agrees to pay for the cost of said remodel. Any supplemental estimates, if any, shall be submitted to the owner for approval.
2. ANY CHANGE ORDERS AND/OR EXTRAS SHALL BE AUTHORIZED IN WRITING BY OWNER. QCI GROUP ONE CONSTRUCTION WILL NOT ACCEPT ORAL CHANGE ORDERS. ALL CHANGE ORDERS FOR ADD ONS AND UPGRADES WILL HAVE PAYMENT SCHEDULE ATTACHED.
3. QCI GROUP ONE CONSTRUCTION agrees to remodel the property for the price set forth above plus; (a) supplemental estimates approved by the owner, and (b) extras and change orders authorized in writing by owner. Said work shall be in accordance with the plans and specifications provided in written scope, and shall be completed by QCI GROUP ONE CONSTRUCTION in a good workmanlike manner in a timely manner and shall be delivered in broom clean condition.
4. QCI GROUP ONE CONSTRUCTION shall provide to owner lien waivers as required by the Florida Mechanics Lien Act.
5. QCI GROUP ONE CONSTRUCTION IS NOT RESPONSIBLE FOR THE THEFT, DISAPPEARANCE OF OR DAMAGE TO JEWELRY, ART OBJECT, SILVER, GOLD, ANTIQUE OR PERSONAL ITEMS AND OWNER AGREES TO REMOVE, STORE OR PROTECT SUCH ITEMS.
6. QCI GROUP ONE CONSTRUCTION will not be responsible for damage caused by conditions such as faulty building construction, ordinary wear and tear or faulty maintenance.
7. QCI GROUP ONE CONSTRUCTION hereby warrants to OWNER that its work is free of defects in workmanship and materials for one year from the date of completion of said work. The parties shall create a punch list of all work requiring correction and completion. Any observable defects not set forth in said punch list are excluded from the terms of this warranty. OWNER ACKNOWLEDGES THAT THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, GIVEN BY QCI GROUP ONE CONSTRUCTION FOR THE WORK AND MATERIALS, AND THAT ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED. Any warranty claims by OWNER against QCI GROUP ONE CONSTRUCTION must be received in writing by QCI GROUP ONE CONSTRUCTION prior to the expiration of the term of the warranty.
8. OWNER agrees that all payments not paid when due shall bear interest at the rate of 1.5% per month until paid. OWNER further agrees to pay all costs of collection of any amounts due QCI GROUP ONE CONSTRUCTION, including reasonable attorney's fees and court costs. All notices shall be in writing and served at the address as shown above.
9. The written estimate provided to OWNER shall be firm for thirty days from the date hereof. If this contract is not accepted by OWNER within thirty days from the date hereof, then QCI GROUP ONE CONSTRUCTION reserves the right to revise the estimate.
10. PAYMENT TERMS: Down Payment and Progress Payments to be determined by QCI GROUP ONE CONSTRUCTION and agreed upon with OWNER. The issuance of a Certificate of Occupancy and/or sign off shall be deemed substantial completion by QCI GROUP ONE CONSTRUCTION, and QCI GROUP ONE CONSTRUCTION shall then be entitled to full and final payment. There shall not be any holdbacks for punch list items. Failure to meet payment schedule will result in withdrawal from job.

DATED: _____

QCI GROUP ONE CONSTRUCTION

OWNER: _____

BY: Peter S. Scaffidi Vice President
SEE ATTACHED FOR MORTGAGE INFORMATION

CENVILL RECREATION, INC.

1601 FORUM PLACE - SUITE 500
WEST PALM BEACH, FL 33401

Phone (561) 640-3133

Fax (561) 640-3160

MEMO OF UNDERSTANDING between W.P.R.F., Inc. and the
Operating Committee of U.C.O.

Pursuant to the U.C.O. Millennium Agreement, in the event of material damages to the Recreation Facilities, the unit owners are entitled to a proportionate reduction of monthly recreation fees.

The parties hereby agree to the percentage of the reduction pursuant to the schedule attached hereto and initialed by both parties.

The initial agreed reduction is seventy (70%) percent, which will change in percentages as additional facilities become usable as set forth in the attached schedule. The actual dates will determine the changes in the percentages of reduction.

Agreed to:

By: Mark F. Levy 12/2/04
Mark F. Levy
President
Cenvill Recreation, Inc.

By: George Loewenstein 12/2/04
George Loewenstein
Treasurer
U.C.O.



QCI GROUP ONE CONSTRUCTION

Administrative Information

Type of Estimate: Resident change order 2A

Client: . (West Palm Beach Century Village)

Business: (847) 833-4947

Property: 100 Century Blvd
West Palm Beach, FL 33417

Operator: PETE

Estimator: Pete Scaffidi

Company: Resident Pay

Date Entered: 11/14/05

Price List: FLWB2S43

Restoration/Service/Remodel with Service
Charges Factored In

Estimate: W.P.RESIDENTS#2A

File Number: CHANGE 002

Opening Statement:

W.P. Residents #2A this scope of work represents the second portion of the Resident extra's.



QCI GROUP ONE CONSTRUCTION

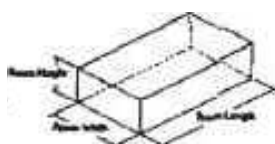
W.P.RESIDENTS#2A

Auditorium

Room: Back stepped seating area



CAT	SEL CALC	ACT DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Room Totals: Back stepped seating area						
						0.00
Area Items Total: Auditorium						
						0.00



Room: Electrical

CAT	SEL CALC	ACT DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
ELE	110	* & Install electrical per revised drawings for interior and exterior per plans	1.00 EA	4.41+	86,950.00=	86,954.41
ELE	SECC	* & Security additonal openings and magentic door holders per revised plans	1.00 EA	2.33+	21,360.00=	21,362.33
Room Totals: Electrical						
						108,316.74

Future Interior, Inc.

1603 W. Copans Road #10
Pompano Beach, FL 33064

Invoice

DATE	INVOICE NO.
06/08/05	24628

BILL TO
Quality Craft 870 Pratt Avenue Schaumburg, IL

JOB SITE
Century Village WPB 100 Century Blvd West Palm Beach, FL 33417

P.O. NO.	TERMS	CONTACT	PROJECT	JOB#	JOB TYPE
0 4040	Due on receipt			25112	FHF
ITEM	DESCRIPTION	QTY	RATE	AMOUNT	
FHF	Payment Due Upon Completion of Work to Furnish Labor & Material to Install Resident Extra's per Spec's dated 6/8/05		306,350.00	306,350.00	
Thank you for your business.				Total	\$306,350.00

Handwritten notes:
12 7/21/05
on 7/21/05
Day

DOS SANTOS CONSTRUCTION, CORP.
873 IMPERIAL LAKE RD.
WEST PALM BEACH FL 33411
Phone: (561) 342-5222 Cell: (561) 502-1341

TAX ID: 25-0796757

Date 04/12/08

INVOICE # 1269

Customer ID
CENTURY VILLAGE (WEST PALM BEACH)
Technical Sales: Edgert Santha

EST/Proposal: **GROUP ONE MRLPITE**
Project: CLUB HOUSE EXTRAS PUNCH LIST 1

Reference	Description	Amount
NORTH SIDE: NORTH SIDE: WEST SIDE: WEST SIDE: EAST SIDE: EAST SIDE:	CLOSE LOUVER WINDOW & FINISH CLOSE & PATCH HOLES IN WALLS FINISH WOODS AND PATCH HOLES IN WALLS OPEN WINDOWS (DRILL / PATCH / FINISH) STUCCO PATCH INSIDE OPEN WINDOWS BUILD RETAINING WALLS BY COLUMNS INCLUDING: PT CONCRETE FOOTINGS CLOSE CEILING HOLES W / CONCRETE CUT AND BUILD CONCRETE SILL CONCRETE AND FOOTING / EQUIPMENT CLOSE & PATCH HOLES, FINISH DOOR COVERS IN HOBBY ROOM, FINISH WINDOW BORDERS	
TOTAL Cost (Before Tax Included)		\$8,836.70
Terms of Payment	50% PAYING CONTRACT	\$1,579.33
	Balance with completion	\$1,919.35
		\$3,498.68

Please Initial front page and sign the agreement form.

Date: / /

Proposal valid for 30 days.

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