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September 5, 2012

Tom Ansbro, Esq.
City Attorney
City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, Florida 33004

Re: Engagement Letter to Provide Bond Counsel Services
to the City of Dania Beach

Dear Mr. Ansbro:

We very much appreciate the opportunity to present to you a proposal to act as bond counsel to the City of Dania Beach (the "City") on the refunding of the City's Sales Tax Revenue Bonds, Series 1994 (the "Bonds"). From our experience, we have found that clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for those services.

This letter is intended to set forth our understanding as to the nature and scope of the legal services we have agreed to render for you, the amount of our fees for those services, the manner in which our fees for those services shall be determined and the terms upon which you will make payment.

1. Nature of Legal Services. As bond counsel, we will:
 - a) Examine applicable law:

- b) Prepare or review (i) the authorizing ordinances and/or resolutions (collectively the "Bond Resolution") of the City, (ii) such other documents (such as a loan agreement) as may be required by the financing or which we deem necessary for rendering our opinion, and (iii) the forms of such closing documents, certificates and opinions of counsel, including tax documents, as may be required by the terms of the financing and applicable federal and state laws;
- c) Consult with the parties prior to the issuance of the Bonds;
- d) Review the City Charter and certified proceedings;
- e) Attend City Council meetings at which the Bonds are discussed, if requested; and
- f) Undertake such additional duties as are necessary to render our opinion.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- a) The City is duly created and validly existing as a municipality under the laws of the State of Florida, with authority to adopt the Bond Resolution, perform its obligations thereunder and issue the Bonds;
- b) The Bond Resolution has been duly authorized by the City and constitutes a valid and binding obligation of the City;
- c) The Bond Resolution creates a valid lien on the revenues pledged under the Bond Resolution or Loan Agreement for the security of the Bonds;
- d) The Bonds have been duly authorized by the City and are valid and binding obligations of the City, payable solely from the revenues as provided in the Bond Resolution or Loan Agreement;
- e) The interest paid on the Bonds is excluded from gross income for federal income tax purposes and is exempt from Florida taxes (subject to certain limitations which may be expressed in the opinion); and
- f) In the case of "bank-qualified Bonds," the Bonds are "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code.

The opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing"), and will be based on facts and laws existing as of its date.

2. Fees for Services. We understand that the financing to be undertaken is a refunding of the outstanding amount of the City's Sales Tax Revenue Bonds, Series 1994, and that the refunding will be done as a private placement with a bank. Based on that understanding, our fees for the services described in the preceding paragraph will be a flat fee of \$10,000.

3. Costs. In addition to the attorneys' fees discussed in paragraph 2, the firm will bill for actual out-of-pocket costs such as delivery charges, long distance telephone charges, photocopies, postage, faxes, preparation of closing transcripts and computer research expenses.

4. Payment of Fees and Costs. The fees for the bond counsel services outlined in this letter are usually payable at Closing, and we customarily do not submit any statement until the Closing or unless there is a substantial delay in completing the financing. If, after we have begun work on a financing, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our standard hourly rates for time actually spent (but not to exceed the flat fee of \$10,000 quoted in paragraph 2), plus out-of-pocket expenses.

5. Withdrawal from Representation. We reserve the right to withdraw from representing you if you have misrepresented or failed to disclose material facts to us, or if we disagree about the course of action which should be pursued.

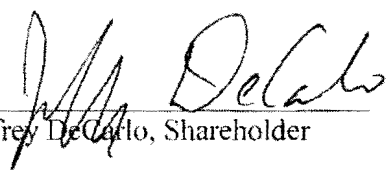
6. Representation of Other Clients/Conflict. We are bound by rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation. If this letter is addressed to more than one person, your signature on this letter will constitute such consent from you with respect to the matter or matters specifically described in the paragraph of this letter entitled "Nature of Legal Services."

7. Commencement of Representation. If the foregoing is agreeable to you, please acknowledge your understanding and agreement by signing this letter and delivering it to us.

We appreciate your confidence in our Firm and we assure you that we will make every effort to perform our services in a prompt and efficient manner.

Sincerely,

WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE, P.L.

By: 
Jeffrey DeCarlo, Shareholder

WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE, P.L.

Tom Ansbro, Esq.
City of Dania Beach
September 5, 2012
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AGREED and ACCEPTED on September ___, 2012.

CITY OF DANIA BEACH, FLORIDA

By: _____
Name: _____
Title: _____

Approved as to Form:

City Attorney