



November 9th, 2012

Mark Bates
Finance Director
City of Dania Beach
100 West Dania Beach Blvd
Dania Beach, FL 33004

RE: Interest Rate Lock Agreement

Dear Mark:

TD Bank, N.A. (the "Bank") is pleased to be working with the City of Dania Beach (the "Borrower") on the financing of the sales tax refunding bank loan, Series 2012 (the "Loan") as described in the Term Sheet dated November 1st, 2012 (the "Term Sheet"). The Borrower has the option of establishing the fixed rate of interest on the Loan prior to closing (the "Forward Rate") by executing this agreement with the Bank prior to closing (the "Rate Lock Agreement") and setting the Forward Rate on that date (or such other designated date as shall be mutually agreeable to Bank and Borrower). The Forward Rate shall be a 10 year fixed rate, to be set based on an assumed repayment schedule of 10 years, annual principal payments, and mortgage style amortization. The amount of the loan shall be up to \$1,950,000. This letter will serve as the Rate Lock Agreement. In the event the Borrower does not elect to execute the Rate Lock Agreement, the fixed rate of interest on the Loan shall be established at closing.

Break Funding Provision: The Forward Rate is subject to a "Break Funding Fee" as follows. The Break Funding Fee is due under any of the following circumstances (in each case, the "Breakage Date"): (1) the Borrower decides not to pay the Forward Rate on the Loan but instead elects either a fixed rate established at closing or a floating rate or (2) the Bank's Loan does not close on or before the date indicated in the Acknowledgement Letter as the "Forward Rate Expiration Date" other than due to a refusal of the Bank to close in a manner consistent with the term sheet..

Break Funding Fee: The **Break Funding Fee**, if payable, is computed as follows: The current cost of funds, specifically the 10 year Interest Rate Swap published on the Federal Reserve H15 Selected Interest Rates effective at 4:15pm two days prior to the Breakage Date, shall be subtracted from the 10 year Interest Rate Swap published on the Federal Reserve H15 Selected Interest Rates effective at 4:15pm on the day that the forward rate lock was fixed. If the result is zero or a negative number, there shall be no Break Funding Fee due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the scheduled outstanding principal balance, as specified in the **Interest Rate Lock Agreement Schedule B**, for each remaining monthly period. Each resulting amount shall be divided by 360 and multiplied by the number of days in the monthly period. Said amounts shall be reduced to present values calculated by using the above reference current costs of funds divided by twelve (12). The resulting sum of present values shall be the Break Funding Fee due to the Bank on the Breakage Date.

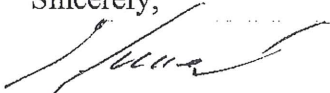
"Breakage Date" as used herein shall mean the earlier of either the start of the first payment period in Schedule B or the date of written notice if provided to the Bank to terminate this Rate Lock Agreement. The Break Funding Fee shall be due and payable on the Breakage Date.

Adjustments to Interest Rate: Notwithstanding the foregoing, even if the Bank and the Borrower shall have agreed to a Forward Rate, the rate of interest on the Loan will be subject to change in accordance with items described in the Term Sheet, including, but not limited to, changes in the Borrower's long term credit ratings, yield protection provisions, the declaration of a default, or other conditions as may be described in more detail in the loan documents.

Execution: In order to select the Forward Rate Option, the Borrower will execute this Rate Lock Agreement in the space provided below and in so doing will be bound by the provisions described in this Rate Lock Agreement. The Forward Rate and its effective date will be stated in a written acknowledgement from the Bank (the "Acknowledgement Letter"), the form of which is attached to this letter as Appendix A. The availability of the Forward Rate shall be null and void unless accepted by the Borrower and received by the Bank by 3:00 PM EST on the date of the Acknowledgement Letter. If timely accepted by the Borrower and received by the Bank, the Forward Rate shall expire on the Forward Rate Expiration Date set forth in the Acknowledgement Letter.

This Rate Lock Agreement does not constitute a commitment by the Bank to make the Loan nor does this Rate Lock Agreement supersede or in any way supplant any term sheet or commitment letter issued or to be issued by the Bank. This Rate Lock Agreement is intended only to establish the Forward Rate to be charged on the Loan provided the Bank's Loan is approved and closed on or before the Forward Rate Expiration Date and in accordance with terms and conditions acceptable to the Bank.

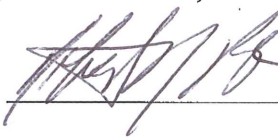
Sincerely,



Marcel Summermatter
VP, Municipal Lending
TD Bank, N.A.

Acknowledged and accepted this 9th day of November, 2012.

City of Dania Beach, FL

By:  _____

Title City Manager

**Appendix A
Form of Acknowledgement Letter**

November 9th, 2012

Mr. Marcel Summermatter
VP, Municipal Lending
TD Bank, N.A.
5900 North Andrews Avenue
Second Floor
Fort Lauderdale, FL 33309

Re: Acknowledgement of Forward Rate


Dear Marcel:

Provided TD Bank, N.A. (the "Bank") has received a fully executed original or faxed copy of this letter by 3:00 PM EST on the date of this letter (the "Effective Date") by an authorized officer of the Borrower, and subject to the terms of the Rate Lock Agreement dated November 9th, 2012, and subject to the scheduled outstanding principal as specified in the Rate Lock Agreement Schedule B, the Bank and the Borrower have agreed to establish a fixed rate of interest of 1.65% percent per annum on an 30/360 actual basis with a closing date no later than December 31st, 2012 (the "Forward Rate Expiration Date"). This interest rate, and all other provisions of the Loan, are subject to the terms and provisions of all documents that govern this transaction.

**THIS ACKNOWLEDGEMENT LETTER SHALL BE NULL AND VOID IF NOT
ACCEPTED BY BORROWER AND RECEIVED BY BANK NO LATER THAN 3:00 PM
EST ON THE DATE SET FORTH ABOVE.**

Accepted by Borrower:

City of Dania Beach, FL

By:  11/9/12, 2012
Date

Title City Manager

Acknowledgement of Receipt:

TD Bank, N.A.

By: _____, 2012
Date

Title _____