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October 3, 2012

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Chuck Faranda, District Administrator
City of Lauderhill Safe Neighborhood Districts
5581 W. Oakland Park Boulevard
Lauderhill, FL 33313

Re: Government Relations and Legal Services Retainer

Dear Mr. Faranda:

It was a pleasure meeting with Mrs. Giles-Smith to discuss the City of Lauderhill's ("Client") issues related to the Safe Neighborhood Districts ("SNDs") being able to bond ("Project"). It is our understanding that your bond counsel has opined that Florida laws do not give SNDs the ability to bond or otherwise incur debt. As you know, Becker and Poliakoff ("Firm") is uniquely qualified to help you in these endeavors.

Our scope of services in our representation of Client shall consist of: (1) research and obtain all necessary documents related to the Project; (2) work with Client to frame its arguments in an easy to understand format; (3) interface with officials and staff as necessary to convey Client's arguments and advocate on its behalf; (4) advise Client on feedback we receive from interactions with officials and staff; (5) assist Client in coordination of meetings with other interested parties; (6) work with and prepare Client for future meetings with legislators, departmental officials and their staff; and (7) identify potential opportunities for the Client to achieve its goals to have relevant statutes amended to permit the SNDs to bond or incur debt.

In conjunction with the aforementioned the Client has chosen to hire the Firm on monthly basis beginning on June 1, 2012. Our proposed monthly fee for this project shall be \$1,500 a month for twelve months (or longer based on the mutual agreement of both parties).

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NEW YORK, NEW YORK
WASHINGTON, D.C.
MORRISTOWN, NEW JERSEY
RED BANK, NEW JERSEY
PRAGUE, CZECH REPUBLIC

*by appointment only

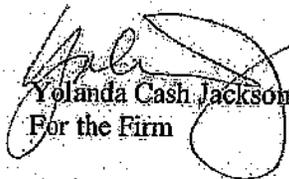
Since our initial scope of services is limited, should you choose to engage our Firm for any additional legal services our fees for those services would be subject to our standard hourly rates as well as a separate Retainer Agreement.

The Firm and the Client agree that this agreement is terminable by either party with thirty (30) days written notice and may be amended at any time in writing with both party's consent.

I trust that you will find our Retainer Agreement, Fees and Scope of Services to be reasonable in light of the importance of this Project.

On behalf of myself, and the entire Firm, I look forward to working with you on this Project and determining how we could assist you in the future at the Federal, State and County levels of government. If you are in agreement with the terms and conditions of this Retainer Agreement and our Firm's Standard Terms of Engagement, which are attached hereto and incorporated herein by reference, please indicate by signing in the space provided below and return one executed original to me. The original additional copy of this Retainer Agreement is for your files.

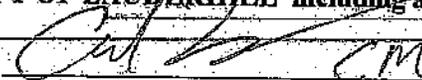
Best regards,


Yolanda Cash Jackson
For the Firm

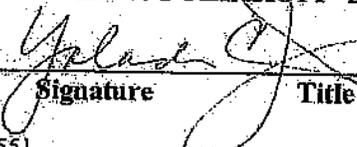
YCJ/ag
Enclosure

cc: Desorae Giles-Smith, Assistant City Manager
Alfreda D. Coward, Esq., SND Attorney

Retainer Agreement Agreed to and Accepted by **CHUCK FARANDA ON BEHALF OF THE CITY OF LAUDERHILL** including any of its related affiliates, entities, and/or assigns.

By:  CM Faranda 10/4/12
Signature Title Print Name Date

Retainer Agreement Agreed to and Accepted by **YOLANDA CASH JACKSON ON BEHALF OF BECKER & POLIAKOFF** including any of its related affiliates, entities, and/or assigns.

By:  Shareholder YOLANDA CASH JACKSON 10/3/12
Signature Title Print Name Date

TERMS OF ENGAGEMENT

We appreciate your decision to retain Becker & Poliakoff, P.A. (the "Firm") as your legal counsel. This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that, in turn, makes our efforts more productive.

Our engagement and the services we will provide to you are limited to the matter(s) identified in the accompanying letter. Any changes in the scope of our representation, as described in the letter, must be approved in writing. We will provide services of a strictly legal nature related to the matter(s) described in the letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter. Further, there may be tax consequences resulting from the transaction, claim, settlement, or other resolution of your matter. Unless specified in writing by the Firm, the Firm will not be providing tax advice. The Firm has capable and experienced tax attorneys on staff who can assist you at your request.

Confidentiality and Related Matters

Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client, only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you. Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the "entity" and not with its individual executives, shareholders, directors, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. ~~In these cases, our professional responsibilities are owed only to that~~ entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to the individual persons or business organizations who have a relationship with you. Of course, we can also represent individual executives, shareholders, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

Fees and Billing

We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee, success fee, or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee or success fee arrangement, you agree that our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount, or as compared with the work normally and customarily involved in similar engagements. If any of these events occur, you agree that our fees will be based upon the other factors described below, unless you and we agree on a revised fixed or success fee.

If the accompanying letter does not provide for a fixed fee, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable law firms for similar legal services; the amount of money involved or at risk and the results obtained; and, the time constraints imposed by either the client or the circumstances. We generally require a retainer in an amount that is appropriate with respect to the proposed representation. Unless otherwise agreed, the retainer will be applied to the last statement rendered in connection with the representation, with any unused portion being returned to the client. The firm, in its discretion, may apply the retainer against unpaid past due bills and may apply a cost retainer against unpaid attorney's fees.

In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. ~~If we determine that research or other work can be efficiently handled by a law clerk or paralegal under an attorney's supervision, the time of the law clerk or paralegal will be billed at the lowest paralegal rate applicable to the nature of the services performed.~~

Of course, our hourly rates change periodically to account for increases in our cost of delivering legal services, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. You will be advised of any change in the hourly rate applicable to your matter. We record and bill our time in one-tenth hour (six minute) increments; however, the minimum time that is normally billed for the total of an individual lawyer's activities on a matter in a single day is two-tenths of an hour.

When selecting lawyers to perform services for you, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility involved in each matter. That does not mean we will always assign a lawyer with a lower hourly rate than other lawyers. As circumstances require, the services of lawyers in our firm with special skills or experience may be sought when that will either (a) reduce the legal expense to you, (b) provide a specialized legal skill needed, or (c) help move the matter forward more quickly. If that lawyer's regular office is in a location other than the Becker & Poliakoff, P.A. office in the city in which you are located, you will not be charged for his or her travel time except in the case of lawyers whose practice is concentrated in fields of law or whose expertise is greater than that generally available in the city in which you are located. Also, to encourage the use of such lawyers in situations where their services can provide a significant benefit that is disproportionate to the time devoted to the matter, we may not bill for their services on an hourly rate basis but, if you agree in advance, we will adjust the fee on an "added value" basis at the conclusion of the matter, if and to the extent their services contributed to a favorable result for you. In an effort to maximize efficiency and improve the quality of legal services, we have made a substantial investment in the application of technology to the practice of law. A direct benefit of this technology is the ability to do research, compile documents and respond to client needs in a fraction of the time previously required; thereby substantially improving the quality of legal services while reducing the costs. To effectively utilize technology in the law office, there are on-going costs associated with system research, development, maintenance, upkeep, and staff training, as well as the time expended in developing the primary source documents. Accordingly, in situations in which a previously-developed work product is used as a primary source of a paralegal's or an attorney's work product, a value must be applied to the previously-developed work product. This process is known as value billing. Value billing is simply applying a weighted value to the time expended in providing legal services, which allocates a value for the previously-developed work product. The benefit to the client of a technologically-advanced firm is improved legal services tailored to the client's needs in a fraction of the time and at a fraction of the cost. In many matters, a weighted value (value billing) will be applied to a paralegal's or an attorney's efforts which utilize, as a primary source, a previously-developed work product. If you have any questions concerning the application of value billing to a specific matter being handled by us, please feel free to write or call the attorney handling your matter(s).

Out-of-Pocket Expenses

In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and other charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Advanced expenses will generally include such items as travel, parking, postage, filing, recording, certification, and registration fees charged by governmental bodies. Other charges typically include such items as toll calls, facsimile transmissions, scanning charges, overnight courier services, certain charges for computer research and complex document production, and charges for copying and scanning materials sent to you or third parties or required for our use. Some such costs, including computer searches, computer generated documents, long distance telephone calls and faxes, may include an administrative fee charged by the Firm, as determined by the Firm from time to time. We may request an advance cost deposit (in addition to the advance fee deposit) when we expect that we will be required to incur substantial costs on your behalf.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations we may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

Billing

We bill periodically throughout the engagement for a particular matter, and our monthly statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.

If our statement is not paid in a timely manner, we reserve the right to discontinue services. Additionally, if our statement has not been paid within thirty (30) days from the date of the statement, we impose an interest charge of one and one-half (1.5%) percent per month (an eighteen [18%] percent annual percentage rate), from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past-due statements are applied first to the oldest outstanding statement. If you have given the Firm a deposit for attorneys' fees and/or costs that the Firm has deposited in our trust account which is designated for use in one matter, and you fail to pay attorneys' fees or costs for another matter the Firm is handling for you, the Firm shall have the option to disburse those funds to the Firm to pay outstanding attorneys' fees and costs in any other matter provided that attorneys' fees and costs in the other matter are more than 60 days past due. If collection activities are necessary, we will be entitled to reasonable attorneys' fees and costs, whether pre-trial, trial or appellate. Post-judgment interest shall accrue at the rate of eighteen (18%) percent per annum. In the event of a dispute over the amount of legal fees charged or the manner, nature or extent of legal services provided, **YOU AGREE TO A WAIVER OF TRIAL BY JURY.** In any such litigation, jurisdiction and venue will lie in the Judicial Circuit for Broward County, Florida, or the county where the Firm office is located that has provided the greatest amount of services to the Client, measured by the amount of the delinquent debt.

Should the Firm cease to represent Client for any reason, including the Firm's voluntary withdrawal during the pendency of any action, and any attorney's fees or costs remain unpaid, the Firm is entitled to a charging lien and to payment of any costs and attorney's fees out of any eventual recovery in the action (in addition to any right to a retaining lien) or other rights retained herein.

Questions About Our Bills

We invite you to discuss freely with us any questions you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and we are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Relationships With Other Clients

Because we are a large, multi-practice law firm with offices throughout Florida, in the U.S., and internationally, we may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by our firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with Becker & Poliakoff, our firm wishes to be able to consider the representation of other persons who may be competitors in your industry or who may have interests that are potentially adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics that govern us permit us to accept such multiple representations, assuming certain requirements are met.

During the term of this engagement, we agree that we will not accept representation of another client to pursue interests that are directly adverse to your interests, unless and until we make full disclosure to you of all relevant facts and circumstances of our undertaking the two representations, confirm to you in good faith that we have done so, and that the following criteria are met: (1) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (2) any confidential information we have received from you will not be available to the lawyers and other Becker & Poliakoff personnel involved in the representation of the other client; (3) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (4) the other client has also consented, in writing, and on our full disclosure of the relevant facts, circumstances, and implications of undertaking the two representations. If the foregoing conditions are satisfied, you agree that we may undertake the adverse representation, and that all conflict issues will be deemed to have been resolved or waived by you.

~~By making this agreement, we are establishing the criteria that will govern the exercise of your rights under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.~~

Virus Protection

During the course of our engagement, we may exchange electronic versions of documents and emails with you using commercially available software. Unfortunately, the technology community is occasionally victimized by the creation and dissemination of so-called viruses, or similar destructive electronic programs. We take the issues raised by these viruses seriously and have invested in

document and email scanning software that identifies and rejects files containing known viruses. We also update our system with the software of various vendors' current releases at regular intervals.

By utilizing this virus scanning software, our system may occasionally reject a communication you send to us. We in turn may send you something that is rejected by your system. We believe this infrequent occurrence is to be expected as part of the ordinary course of business.

Because the virus protection industry is generally one or two steps behind new viruses, we cannot guarantee that our communications and documents will always be virus free. Occasionally, a virus will escape and go undetected as it is passed from system to system. Although we believe our virus protection measures are excellent, we can make no warranty that our documents will be virus free at all times.

Please inform us immediately in the event a virus enters your company's system via any electronic means originating from our Firm. Through cooperative efforts we can minimize any disruption to our communications.

Solicitation

We spend a great deal of time and resources to hire and train superior attorneys and employees who are able to provide you with legal services conforming to our high professional standards. Accordingly, in the event you solicit or hire a Firm attorney or employee during the time period we are representing you and for a period of six months thereafter, you agree you will pay the Firm an amount equivalent to twenty-five (25%) percent of that attorney or employee's first year of base salary with your organization (including any signing bonus), plus stock or equity in your organization equivalent to twenty-five (25%) percent of any stock or equity grant made as part of your hiring of such attorney or employee.

Termination

Upon completion of the matter(s) to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end, unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay our fees and expenses incurred prior to the termination.

* * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.

ACTIVE: 4167551_1
