
JPWard and Associates LLC

TOTAL Commitment to Excellence

Wentworth Estates

Community Development District

Board of Supervisor's Agenda

April 16, 2013



JPWARD AND ASSOCIATES LLC

513 NE 13TH AVENUE

FORT LAUDERDALE, FLORIDA 33301

E-MAIL: WARD9490@COMCAST.NET

PHONE: (954) 658-4900

WENTWORTH ESTATES

COMMUNITY DEVELOPMENT DISTRICT

April 12, 2013

Board of Supervisors
Wentworth Estates
Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Wentworth Estates Community Development District will be held on **Tuesday, April 16, 2012 at 9:00 a.m.** at the **Treviso Bay Sales Trailer, 9014 Tamiami Trail East, Naples, Florida 34113.**

1. Call to Order & Roll Call
2. Administration of Oath of Office for Mr. Russell Smith, the newly elected Supervisor's from the Landowner's Meeting of November 1, 2012.
3. Consideration of Minutes
 - a) September 21, 2012 Regular Meeting/Public Hearing
 - b) November 1, 2012 Landowner's Meeting
 - c) November 1, 2012 Regular Meeting
4. Consideration of the appointment of Tax Counsel to assist in the representation of the District with respect to the IRS audit of the District's Series 2006 Capital Improvement Revenue Bonds.
5. Consideration of Ratification of Settlement Agreement with Entrix, Inc. (Cardio Entrix) for services performed for the period May, 2012 through June, 2012.
6. Staff Reports
 - a) Attorney
 - b) Engineer
 - c) Manager
7. Supervisor's Requests and Audience Comments
8. Adjournment



James P. Ward
District Manager

513 NORTHEAST 13TH AVENUE
FORT LAUDERDALE, FL 33301

PHONE (954) 658-4900

E-MAIL ward9490@comcast.net

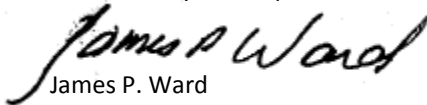
The second item is to administer the oath of office to Mr. Russell Smith who was elected at the Landowner's Election held on November 1, 2012.

The third order of business is consideration of the minutes from the September 21, 2012 Regular Meeting/Public Hearing along with the November 1, 2012 Landowner's and Regular Meetings.

The fourth order of business is the appointment of tax counsel to assist the District in the continuing audit by the IRS of the District's Series 2006 Capital Improvement Revenue Bonds.

The balance of the Agenda is standard in nature and I look forward to seeing you at the meeting, and if you have any questions and/or comments, please do not hesitate to contact me directly at (954) 658-4900.

Yours sincerely,
Wentworth Estates
Community Development District



James P. Ward
District Manager
Enclosures



James P. Ward
District Manager

513 NORTHEAST 13TH AVENUE
FORT LAUDERDALE, FL 33301

PHONE (954) 658-4900

E-MAIL ward9490@comcast.net

OATH OR AFFIRMATION OF OFFICE

I, _____, a citizen of the State of Florida and of the United States of America, and being an officer of the **Wentworth Estates Community Development District** and a recipient of public funds as such officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly and impartially discharge the duties devolving upon me as a member of the Board of Supervisors of the **Wentworth Estates Community Development District**, Collier County, Florida.

Signature

Printed Name: _____

STATE OF FLORIDA
COUNTY OF COLLIER

Sworn to (or affirmed) before me this ____ day of _____, 2013, by _____, whose signature appears hereinabove, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC
STATE OF FLORIDA

Print Name: _____

My Commission Expires: _____

**MINUTES OF MEETING
WENTWORTH ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Wentworth Estates Community Development District's Board of Supervisors was held on Thursday, September 21, 2012, at 9:00 a.m., at the Treviso Bay Sales Trailer, 9014 Tamiami Trail East, Naples, Florida 34113.

Present and constituting a quorum were:

Russell Smith	Chairman
Anthony Burdett	Assistant Secretary
Terry Kirschner	Assistant Secretary

Also present were:

James Ward	District Manager
Jere Earlywine	District Counsel (Telephonic)
Matt Morris	Morris Engineering
Dave Robson	Johnson Engineering
Steve Akins	Keefe McCullough

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Ward called the meeting to order at 9:10 a.m. The record will reflect that all members of the Board are present at roll call with the exception of Supervisors Breakstone and Turner.

SECOND ORDER OF BUSINESS

Public Hearing

a) REALLOCATION OF CAPITAL ASSETS

I. Public Comment and Testimony

Mr. Ward stated the primary purpose of your meeting today is to conduct a number of public hearings. The first public hearing is related to the reallocation of the capital assessments for your 2006 Bonds. As this is a public hearing, Mr. Chairman, the first thing I'm going to do is ask that you, by motion, open this for the public hearing portion.

On MOTION by Mr. Smith and seconded by Mr. Burdett, with all in favor of opening the discussion for public comment and testimony.

Mr. Ward stated the record will reflect that there are no members of the public present. I'll ask that you, by motion, close your public hearing.

On MOTION by Mr. Smith and seconded by Mr. Burdett, with all in favor of closing the discussion for public comment and testimony.

II. Equalization Board – (The Board of Supervisors)

Mr. Ward stated the second part of this is where the Board will sit as what we call an Equalization Board; it means that you will listen to the presentations by Mr. Morris of Morris Engineering and myself related to the imposition of these assessments. At the end of that process, you will make a recommendation to the Board of Supervisors with respect to the reallocation of the capital assessments. We'll take a few minutes to go through this, and I'll ask Matt to go ahead and start the process and present the engineer's portion of the reallocation to you.

Mr. Morris stated thank you very much, Jim. I'm going to start off with a brief overview of what we did with the Engineer's Report. As Jim mentioned, this was to reallocate those costs, and that's because of the change in the development entity, and the change in the product mix and densities within the District. Since the density has changed, and infrastructure costs itself didn't change, the cost had to be reallocated based on the new usage for the new densities and new product within the District.

This Engineer's Report identifies that existing infrastructure, the permits and the boundaries of the District, as well as what has been completed out of the District's capital improvement plan, which, at this point, is everything, and all the work was deemed complete by the District Engineer in December of 2011. Aside from setting up those initial things in the report, the second portion of the report was to establish the costs that were going to be allocated. Again, those were based on the funds from the bonds for the District.

They're broken down into eight main categories. You've got the surface water management system, potable water and the sanitary sewer; we group those together in one item; the irrigation system; the District roadways; landscaping; offsite improvements; mitigation; and then the professional and regulatory and other fees associated with the construction of the District's infrastructure.

The third portion is the allocation of the costs to all the properties within the District. As I previously mentioned, they were allocated based on the usage of each component by every property within the District. They're defined differently depending on which of those eight cost categories is being allocated, so they're not allocated the same way. To briefly go into the cost establishment portion, the cost were set forth in the previous engineer's reports; they've already been expended by the District to fund the Capital Improvements Program, and that total is just a little north of \$59 million.

The costs were broken down into the categories based on records from funding requisitions that were used to establish the costs associated out of that \$59 million for each of the eight categories. The costs were then allocated in the second phase of the methodology, which I'll go into a little more detail now. Specifically, just to go through each of the eight items beginning with the surface water management portion, the allocation of those costs associated with the surface water management system were based on the utilization of the system. This is how the system was designed, based on runoff rates being generated from the District going into the storm water management system.

An overview of the storm water management system briefly here is that, first and foremost, this is not an arbitrary or unfair allocation of the cost; it's based on the usage and the function of the storm water system as one integrated storm water system. It was designed to provide all the treatment and flood protection for the entire District, so that no individual property owner or use within the District would have to provide any treatment or flood protection of its own.

The storm water management system provides two essential functions: treatment and removal of pollutants introduced into the system, and flood protection for all the properties. This includes the golf course within the District that's provided by free board incorporated into the design of the storm water ponds, as well as the conveyance via pipes,

swales, control structures, weirs, etc. that direct all the storm water runoff away from the developable property in the District.

Those functions relieve the property owners, including the golf course, from having to provide those functions in a separate system that would otherwise have to be constructed, and the system is an integrated system. It's been designed to provide all those functions for the District as a whole, and was permitted through the South Florida Water Management District in Collier County. All the areas within the District flow into the District's storm water management system.

As far as the actual cost allocation itself, we broke that down into two portions into stratification. They both take into account the integrative function of this system to provide that treatment and flood protection to all the common areas of the District. Then the second is the specific use of the storm water system by each of the individual properties within the District. The first was the District-wide common area that consist of Treviso Bay Boulevard and the lake areas themselves; that's approximately 20 percent of the District's area. Therefore, all properties within the District utilize that 20 percent, so 20 percent of the overall cost of the storm water system is allocated to each of the properties within the District on an equal basis for that 20 percent.

Then we get down into the actual usage of the system by the individual properties, that remaining 80 percent of the cost to construct the storm water system. That allocation is based on an ERU factor, which is calculated by the runoff generated from each of the properties within the District. It's calculated by the rational method, taking into account pervious and impervious for all the properties. The way that we calculated that for undeveloped lots is utilizing setbacks and allowable uses within each of the properties to estimate how much impervious area could be put on each of the lost.

Once the runoff rate is calculated, it's compared to the runoff generated from a 50-foot lot to establish its ERU factor, and then that ERU factor is utilized to allocate the cost among each of the units. This accounts for the individual incremental usage of the system by each of the properties.

Again, a couple overall observations; the storm water component was the more complicated of the components to do the allocation on, because it's utilized by all the property owners. It's an essential part of the development within the District, and all the

costs associated with its construction need to be allocated in a responsible, fair and unarbitrary manner. We believe that this is a sophisticated cost allocation that accounts for the actual usage by all the properties within the District.

The rest of the components will go a little quicker here. For the potable water and sanitary sewer, again, like the storm water management system, the system that the District constructed provides all the water and sewer distribution for the entire property. There are no properties within the District that could install their own potable water well or septic system. Those costs for the installation of those particular systems are allocated based on the flow rates that are used by Collier County in the design of these systems. Those are broken down into single family, multifamily, commercial, and the golf course. Those flow rates for the land use categories are utilized to establish an ERU factor in order to allocate the costs. That is it for those two.

Likewise, the irrigation system was a little different from the water and sewer, which is why we broke that out in its own separate category. It provides all the irrigation water to the residents and properties within the District. I should also note the District doesn't actually provide the water, whether it be potable or irrigation; that's all provided by the County, but the District conveys all the water through the pipe network that it constructed. Those costs are allocated slightly differently. They're allocated based on the irrigated area for each of the properties. First and foremost, we looked at the golf course being approximately 18 percent of the overall irrigated area for the District, so the golf course has been allocated 18 percent of that cost to construct the irrigation system. The remaining 82 percent of the cost is allocated based on the ERU factor for the irrigated areas for each of the individual properties within the District.

With regard to roadway improvements of the District, they provide access to all properties within the District. There's no separate access that any individual properties, I believe, other than the commercial property could have on any of the County roadway network. They would have to be via the internal roadway system that the District constructed. Those costs were allocated based on the ITE Trip Generation Rates for the different land uses within the District being: single family, multifamily and commercial. This was done because the District's road network was designed to carry that particular volume of traffic generated when the road network was being designed.

One important thing to note on that is that the golf course was not allocated any of the costs for the roadway, because the golf course is anticipated to become a private course, so it won't be a generator of additional traffic coming into or out of the District. Those trip generation rates were used to calculate the ERU factor to allocate the costs for the roadway.

Exterior landscaping was a little easier, but aside from providing aesthetic value, the exterior landscaping was a requirement of the development to provide buffering to adjacent properties and roadway networks. That wasn't necessarily because of any one particular component of the development of the District, but rather for the District as a whole, so that cost was allocated to all properties within the District on an equal basis.

Offsite improvements consisted of the roadway improvements to Tamiami Trail on the Southwest Boulevard. Those were required to improve the safety of the existing roadway networks, providing turn lanes, traffic lights, things of that nature for the development of the District, because of the traffic generated from the District. Like the onsite roadways, the offsite roadways cost was allocated based on the ITE Trip Generation Rates and an ERU factor that was generated from those ITE Trip Generation Rates. Just like the onsite roadways, since the golf course would not generate any additional traffic above and beyond the residential and commercial components of the District, there was no cost allocated to the golf course for the offsite roadway component.

The last two are mitigation and the professional and regulatory fees. Mitigation is being provided for the District overall. There is not one property within the District or one component of the District that required mitigation, and one other component did not. Therefore, we allocated those costs equally among all of the properties within the District. Same thing goes for the professional and regulatory fees, those being required for the overall development of the District, so those were allocated equally among all the properties within the District.

To sum it up and to conclude, with regard to the cost allocation and the Engineer's Report itself, we believe that the costs that we've set forth in the Engineer's Report were allocated in a fair and unarbitrary fashion. The cost were allocated based on the anticipated usage of east of the District's funded improvements by the properties served. The anticipated usage is what was calculated and utilized to design the size and the type of

infrastructure appropriately that was being funded by the District to ensure that these services would be provided to all properties within the District.

The scope and costs of the District's capital improvements is a direct result of that design based on usage and, therefore, the cost allocation was prepared in a similar manner. That's the extent of my report, unless anybody has any questions.

Mr. Ward asked any questions?

Mr. Earlywine stated Matt, I think you did a good job reviewing your report. I had one point I just wanted to draw out a little bit more, which is this. It's my understanding that the new project doesn't really impact the capital infrastructure so much, as it's really just new product types that are going to fit within the existing footprint of the already planned lot areas. As such, any change to the District's capital infrastructure would be minimal in terms of costs. Is that an accurate statement?

Mr. Morris stated that's correct.

Mr. Earlywine stated okay, that's all I've got on that issue.

Mr. Ward asked any questions from the Board? Hearing none. The second part of this public hearing, as your Equalization Board, is to take a few moments and go through the actual special assessment methodology that we will utilize for Treviso Bay. Just to add a little bit to what Jere just mentioned to you, the primary purpose of this report, and in concert with Matt's report, is to deal with the revised development plan and the new product types that have been developed for this community.

That is what has triggered the necessity to evaluate the entire special assessment process that were levied in, I think, 2004/2005. What we are trying to do is to ensure that the assessments are fair, reasonable and just, and do confer a special benefit (**Inaudible 16:27**) of the new property types that we have here in the District. The assessment methodology itself outlines all of the properties in the District that are subject to the debt assessments, and it will identify the special assessment that is conferred upon each of the properties within the District.

The methodology has three primary objectives: one is to determine the special and peculiar benefits that flow to the assessable properties; two, to apportion those special benefits to all of the parcels in a manner that is fair and reasonable; and three, then to apply those proportionate special benefits to the allocated costs that Matt identified for you in his

report to each of the assessment categories, to each of the product types that might result in a modification of those costs allocated to fixing the assessment on the parcel or the acre basis. We did not modify any of those costs based upon the report that I'll go through for you, and they will then be consistent with what Matt indicated to you.

In Florida, there are two requirements for a valid special assessment to occur: one is that the properties must receive, peculiar to the acre or the parcel of the property, a special benefit that flows from the systems and facilities and services that you are constructing within the District. The courts have generally recognized a four-prong test: added use, added enjoyment, enhanced value, and decreased insurance premiums, as those special benefits. Second, the special benefits must be fairly and reasonably apportioned in relation to the magnitude of the benefit, and peculiar to the properties being assessed, resulting in what we call a proportionate special benefit being applied to the District.

Generally speaking, added use of the property contemplates an increased ability to use the property for its intended purpose. Added enjoyment contemplates the increase in the satisfaction or the quality of use of the specially benefited property. Increased marketability and the value of the property means will there be a dollar increase in the value of the property as a result that can be determined at some later time. That net special benefit equates into an increase in at least some of the property values of the surrounding homes. It doesn't necessarily mean that each particular house has to have an increase in its property values.

Finally, what we call decreased insurance premiums means that, as a result of the implementation of the overall construction of the programs, at some point in the future there is a likelihood that the insurance premiums for either the District or all of the property owners or partial property owners will decrease as a result of the construction of the District system. Each of these special benefits can be more valuable than the cost of or the actual assessment imposed and/or levied for the services and improvements, and they become then peculiar to all of the receiving properties.

This is a little detailed, so I'm going to go through it somewhat as quickly as I possibly can, and then we'll get to the end of this. When we talk about the benefit of added use for specifically one of the eight categories that Matt had mentioned to you, the water management system, the added use to the property throughout the District are flood

reduction and prevention, and reduced overall drainage. The golf course benefits from increased opportunities for residents to use the course and facilities, because the water management system will avoid the need to undergo intense revitalization efforts that could render the course or parts of the course temporarily unusable. Other individual properties, both residential and commercial, will receive similar benefits, but to a lesser extent than the golf course, because they have a reduced use of the water management system, as they are proportionately smaller.

The added enjoyment for the water management system is through the improved water quality that you receive throughout the District and an aesthetic enhancement of the property in general through a better maintained landscape, resulting in a clean and pristine environment. The golf course will be significantly enhanced by allowing players to enjoy a better game play experience in playing on well drained, hence dry lands, as well as the satisfaction of playing on a highly maintained course with an admirable beauty as a direct result of that maintenance.

Residential and commercial properties within the District also enjoy the significant decrease in pollutant build upon their lands and common areas, and the consequent positive environmental and aesthetic effects of their lands and local community as a direct result of the enhanced water management systems constructed by the District. For value and the increase benefit of an enhanced value and increased marketability, these special benefits of this type include: decreased landscaping and maintenance costs, reduced environmental degradation, higher quality property maintenance, reduced water treatment costs, since the system is effectively removing a substantial portion of the pollutants before the runoff water reaches a water treatment facility, and increased prestige, attractiveness and revenue generation potential to the golf course in particular.

Moreover, the enhanced value received by the property will remain despite any changes in future use, because the storm water management system benefits the lands of the District irrespective of the current or anticipated purpose. The dollar increase in the value of the property can be determined at a later time by others. The golf course, as a better served entity, will be much more valuable as a result of the storm water management system and, potentially, may draw higher revenues should its overall enhancement entice

more golfers to visit. This, in turn, could increase the prestige and visibility of the course, further driving up its market value.

Residential and commercial properties would specifically benefit from similar value increases directly attributable to better water quality at residents disposal, less local maintenance and landscape expenditures, and significantly more attractive individual land lots, which, by their aesthetic characteristics, are more sought after and marketable. With respect to the special benefit of decreased insurance premium, that monetary value has to be determined at a later time by others. What we are saying here is that, through the construction of the water management system, there is a greater likelihood that the property, both residential and commercial, and the golf course, will see a significant reduction or some reduction in the insurance costs. If the system is proved to decrease pollutants locally and in the manner intended, as well as provide a means for flood prevention, that would reduce the potential for property damage throughout the entire District.

For utilities and the landscaping, those two specific services are the special benefits that are peculiar to each parcel or property. They constitute the source of the special benefit on which the assessment is based, because without these there is no capital infrastructure, nor could its maintenance and operation accrue to the properties. The offsite landscaping component of the special benefits primarily consist of transportation-related improvements, and from these improvements, the community will mitigate any transportation-related deficiencies of the offsite roadway system that are due to the traffic being generated from the parcels and properties in the District.

These offsite improvements would not be required if not for the development of the properties in the District, and property within the District will specially benefit from the better flow of traffic into and out of the District. The golf course, however, does not generate any additional traffic, since the course is not a public course nor open to membership outside the residential property within the District. As such, the golf course receives no benefit from these offsite improvements. As applicable to other services, that is, all of these special benefits would not exist but for the successful operations of the District's functions and duties. The services constitute the source of the special benefit to the property owners, which the special benefit is based, since without it, no development would ever occur.

The mitigation component of the District's services consist of the construction of wetland or other habitat replacement due to the development of the community itself. These mitigation improvements would not be required if not for the development of the properties in the District, and these properties will also specially benefit from increased storm protection and flood damage due to major storm events. The wetland and other habitat replacements increase nature's nurseries or various birds, animals, plant life, and ultimately increase the enjoyment by residents in the District to participate in wetland activities, such as canoeing, bird watching, photography and other outdoor recreation.

As applicable to the other services that I described, these special benefits would not exist but for the successful operation of the District's functions and/or construction of the District's functions and constitute the source of the special benefits that's peculiar to all of the property. The final service of the special benefit is the miscellaneous services, which are all of the necessary soft costs, such as engineering, design, inspection, permitting, etc. for all of the other systems and facilities.

These miscellaneous improvements would not have been required if not for the balance of the other systems and, as such, development of the properties in the District and these parcels will specially benefit from these miscellaneous services and all of the other systems, facilities and services that have been constructed. They constitute the source of the special benefit peculiar to the property owner on which the assessment is based, and without these services, no development would occur.

The next major test is what we call the reasonable and fair apportionment of the costs to all of the properties. I won't go through this portion of it in detail, because it opines exactly the same things as what Matt had went through with you. All of the costs that are allocable to the properties are identified in his report, and any fair apportion or adjustment to those costs were not necessary as a result of my review of his report.

The final, and I think most important, piece is what does that mean to end users, what does that mean to all of the various product lines that are within the District. If you look at my report on page 23, what we have done is take these allocated costs, the \$59 million in allocated costs that Matt mentioned to you in his report that are identified specifically in my report. There is only \$36,770,000 in bonds that are outstanding within the District and, as such, we have reduced those allocated costs based upon the percentage

of allocation to the total down to the \$36,770,000, and then come up with what we call a par outstanding for each of the various product types. They range anywhere from \$29,500 for a 50-foot lot up to roughly \$63,000 for the 150-foot lots, and then there's a commercial assessment of \$849,000, and a golf course assessment of \$3.564 million.

That equates to what we estimate will be the annual payment for the debt service associated with the par outstanding debts for each of the product types. That number does and will change on a yearly basis based upon the actual debt service that is owed by the District. Finally, attached to this, is the assessment roll, which the District provided individual mailed notices to all of the properties that are listed on this roll, advising them of the special assessment that we will have within the District if the Board so chooses to proceed today.

That concludes my presentation, and are there any questions from the Board? Jere, did you have any questions or comments?

Mr. Earlywine stated yes. I think you did a great job reviewing your report and making sure we have covered all the necessary elements. Just to clarify, this hearing was noticed in accordance with Florida Law and our standards as to the publication and mailings, and the published notice on file? That was your office, Jim?

Mr. Ward stated yes.

Mr. Earlywine stated okay, perfect. Just, in summary form, if we could, just so we got it sort of in the record, it's a fair statement that the land subjected to the reallocated assessments will continue to receive a benefit from the District's existing project?

Mr. Ward stated yes.

Mr. Earlywine asked the amount of benefit exceed or equal the amount of the reallocated assessments?

Mr. Ward stated yes.

Mr. Earlywine asked are the reallocated special assessments fairly and reasonably apportioned among the land subject to the special assessment?

Mr. Ward stated yes.

Mr. Earlywine asked finally, is it your opinion that it's in the best interest of the District that the special assessments be paid and collected in accordance with the methodology and the assessment resolutions?

Mr. Ward stated yes.

Mr. Earlywine asked and then Jim, did you want to review the resolution or did you want me to touch on that?

Mr. Ward stated let's get through the Equalization Board and hear if there are any Board comments, and then we'll do the resolution, then you can talk about it at that point.

Mr. Earlywine stated perfect.

Mr. Ward stated so with the conclusion of that presentation, you are currently sitting as an Equalization Board. It's your determination, and I would recommend a motion of the Equalization Board to recommend the proposed Engineer's Report and special assessment methodology to the Board of Supervisors.

<p>On MOTION by Mr. Smith and seconded by Mr. Burdett, with all in favor of recommending approval of the proposed Engineer's Report and special assessment methodology to the Board of Supervisors.</p>
--

III. Board of Supervisors Comment

Mr. Ward asked are there any comments, questions, concerns, opinions from the Board? Hearing none.

IV. Consideration of Resolution 2012-11 authorizing the construction and/or acquisition of a revised project; reallocating, equalizing, approving, confirming and levying special assessments on property specially benefitted by such projects to pay the cost thereof; addressing true-up provisions; addressing delinquent assessments; providing for the recording of an assessment notice.

Mr. Ward stated the final consideration is for the Board to consider Resolution 2012-11. Jere, if you'd like to take a moment and go through this with the Board, that would be appreciated.

Mr. Earlywine stated will do, thank you, Jim. If you look at the resolution, section one addresses the authorization for this resolution, which is Chapters 170, 190 and 197 of the Florida Statute. Section two asks the Board to make certain findings, which are really

consistent with what Matt and Jim presented today. The first few findings just talked about the background of the District, the fact that we have the authority to impose special assessments to repay our special assessment bonds.

There at the bottom, it starts into some of the history of the issuance of the 2006A bonds. It goes on there to page two talking about some of the background on our prior levy assessments, the adoption of the settlement and forbearance agreement is mentioned in paragraph H. It goes on to talk more about the declaring resolution that was adopted earlier this year, where we adopted as a preliminary matter a supplement Engineer's Report and assessment methodology with either contemplating regarding this project.

If you look at page three, there's some additional findings that are really requirements under Florida Law; for example, that this hearing be advertised in accordance with Florida Law by being published in the newspaper and also by mail. We adopted the necessary resolution to set this hearing today. The following page, if you're looking at page four, there are more findings, and these are the findings that deal with the allocation itself. The fact that there is benefit and that the assessments, as proposed, would be fairly and reasonably allocated there, and that it's in the best interest of the District that the reallocated debt assessments be paid and collected as set forth in our debt assessment resolutions as modified today.

I'm going to talk about the bondholder consent here in a minute, but skipping ahead to section three, on page five, section three actually authorizes the revised project that Matt describe. Section four adopts the estimated cost that there are improvements consistent with what Matt described. Section five would impose the reallocated assessments, equalizes the (Inaudible 34:37), confirms the levy of the special assessments are consistent with the Engineer's Report and Jim's methodology. It makes it clear that these, like the original lien, are first priority liens, coequal to any other governmental taxes, etc.

Section six addresses true-up payments and says that the true-up provisions continue to apply. They're just adjusted to reflect the new product type. Section seven makes it clear that our delinquent assessments that are still being forborne are the settlement for (Inaudible 35:11) agreement will continue to be forborne and we're not waiving any right with respect to who. Section eight authorizes the District's secretary to

record a general notice of reallocated assessment. Section nine is the severability provision, and section ten address conflicts, and then section 11 is the effective date.

That's the balance of the resolution. The one thing that I would point out that's a little different, and I found this out this week, is that we did originally ask for bondholder's consent and there's a consent form attached to Exhibit C. I had a conversation with the bondholder representatives earlier this week, and I was asked specifically whether the Board could move forward with the reallocation without having that consent issued. I said, certainly, it would be our preference to have the consent in hand. With that said, it's up to the Board whether to move forward with the reallocation. We can do it without the consent, but we prefer to have it to make sure that everyone is on the same page, and that there's no risks regarding that.

With that, I don't expect that we're going to get a bondholder consent form signed and executed, but it's certainly the Board's prerogative to move forward without that consent. Are there any questions on the resolution?

Mr. Ward stated hearing none, then a motion to adopt the resolution, modifying it to remove the section with respect to the receipt of the bondholder's consent would be in order.

On MOTION by Mr. Smith and seconded by Mr. Burdett, with all in favor of approving Resolution 2012-11, modifying it to remove the section with respect to the receipt of the bondholder's consent.

b) FISCAL YEAR 2013 BUDGET

I. Public Comment and Testimony

Mr. Ward stated this is also a public hearing, and I'll ask for a motion to open your public hearing.

On MOTION by Mr. Smith and seconded by Mr. Burdett, with all in favor of opening the discussion for public comment and testimony.

Mr. Ward stated the record will reflect that there are no members of the public present, and a motion to close your public hearing would be in order.

MOTION by Mr. Smith and seconded by Mr. Burdett, with all in favor of closing the discussion for public comment and testimony.

II. Board Comment and Consideration

None.

III. Consideration of Resolution 2012-12 adopting the annual appropriation and budget for Fiscal Year 2013

Mr. Ward stated the budget that you have attached to the annual appropriation resolution has not changed since it was presented to you a few months ago. This also was subject to the notice provision in Chapter 170 where we did send out individual notice to all properties. Property owners' General Fund assessments have decreased from \$350.95 per unit down to \$158.53 per unit for Fiscal Year 2013. The debt service assessments are now consistent with a methodology that you adopted just prior to this public hearing.

The only one caveat that I will provide to you with respect to the General Fund Budget, because this is such a tight budget, is I found out yesterday when I was reviewing your new insurance policy is that your \$6.5 million bridge is not insured. I've added that to the policy, but that is about a \$25,000 premium.

A male speaker stated that's a separate issue. Did you get the thing about the inspection?

Mr. Ward stated yes. That's about a \$25,000 cost that will be added to this particular budget but, hopefully, we'll be able to make that up somewhere else during the year, and I'll do a budget amendment later in the year to deal with that particular problem. With that, are there any Board comments or questions with respect to the Fiscal Year 2013 Budget? Hearing none, a motion to adopt Resolution 2012-12, which by title is the annual appropriation resolution of the Wentworth Estates Community Development District related to the annual appropriations and adopting the budget for fiscal year beginning October 1, 2012, and ending September 30, 2013.

On MOTION by Mr. Smith and seconded by Mr. Burdett, with all in favor of approving Resolution 2012-12.

- c) FISCAL YEAR 2013 IMPOSING SPECIAL ASSESSMENTS; ADOPTING AN ASSESSMENT ROLL, APPROVING THE GENERAL FUND SPECIAL ASSESSMENT METHODOLOGY AND SETTING AN OPERATIONS AND MAINTENANCE CAP FOR NOTICE PURPOSES ONLY.

I. Public Comment and Testimony

Mr. Ward stated this is a public hearing, and I'll ask that you go ahead and open it for any public comment or testimony by a motion.

On MOTION by Mr. Smith and seconded by Mr. Burdett, with all in favor of opening the discussion for public comment and testimony.

Mr. Ward stated the final action then is a motion to adopt Resolution 2012-13.

A male speaker asked did we close the public hearing yet?

Mr. Earlywine stated Jim, if I could, there were a couple changes to Resolution 2012-13 that just needs to be picked up in section three, so if we could adopt it in substantial form. Really, the changes deal with the fact that certain assessments are being forborne under the settlement agreement. That's really the balance of it. If we could adopt it in substantial form, I would appreciate that.

Mr. Ward stated okay, that's fine.

MOTION by Mr. Smith and seconded by Mr. Burdett, with all in favor of closing the discussion for public comment and testimony.

II. Board Comment

None.

- III. Consideration of Resolution 2012-13 imposing special assessments, adopting an assessment roll, and approving the General Fund special assessment methodology

Mr. Ward stated a motion to adopt Resolution 2012-13 in substantial form with modifications of record by your attorney would be in order.

On MOTION by Mr. Smith and seconded by Mr. Burdett, with all in favor of approving Resolution 2012-13 in substantial form with modifications of record by the Board Attorney.

IV. Consideration of Resolution 2012-14 establishing an operation and maintenance cap for notice purposes only.

Mr. Ward stated all this is really doing is indicating that unless our assessment goes over \$176.14 per unit in a future year, we will send out mailed notices to those individuals if it goes over that amount. If it's under that, we don't have to do the individual mailed notices. It will just be on the TRIM notice that individual residents received, so that resolution is in order and recommended for your consideration.

On MOTION by Mr. Smith and seconded by Mr. Burdett, with all in favor of approving Resolution 2012-14 as presented.

THIRD ORDER OF BUSINESS

Consideration of access easement from Lennar Homes to the District for Terrace I at Treviso Bay.

Mr. Ward stated I enclosed a standard format for this easement that we've used many times before. What this does is provide the District with limited access over the grantable area for access to a road system in a condominium project. If you have any questions, I'll be glad to answer them. Otherwise, that access easement is recommended for your consideration.

Mr. Earlywine stated Jim, if we could approve that one in substantial form as well, I just haven't had a chance to review it, but it looks pretty good.

On MOTION by Mr. Smith, seconded by Mr. Burdett, with all in favor of approving in substantial form the access easement from Lennar Homes to the District for Terrace I at Treviso Bay.

FOURTH ORDER OF BUSINESS**Consideration of acceptance of the audited financial statements for the fiscal year ended September 30, 2011.**

Mr. Ward stated with us on the phone is Steve Akins with Keefe McCullough & Co., who was the individual primarily responsible for the prep of your audit. I'll ask Steve to take a few moments and go through that with you, after which I'll ask the Board to accept it for purposes of inclusion in the record. Steve?

Mr. Akins stated yes. My name is Steve Akins from Keefe McCullough & Co., and I'm the manager that was in charge of the audit. I worked in conjunction with Sidney Calvert and **Matt Zaney 43:43** to get the audit completed for the year ending September 30, 2011. I'd also like to thank Jim and his staff for the assistance that they provided during the course of the audit to get it issued. You should have two documents with you; one is the communication of those charts with the government's letter, it's a two-page letter, and then the other part is the audited financial statements, so you should have both of those.

With the letter, what that tells you is our responsibilities as auditors under generally accepted auditing standards, and the fact that we communicated those to you in our engagement letter, which was dated June 27, 2012. The other thing it highlights is the important part of the financial statements, some important disclosures that are in those, and it notes that notes eight, nine and ten in the financial statements are a particular concern, because of their importance to this overall financial statement.

I'll just go into the financial statements right now, and those notes, eight, nine and ten, which are on page 23 of the financial statement. They just disclose that the event, the default that occurred previously to the year ending September 30, 2011, I believe it was in year 2010. In '08 and '09, there were carryovers from the previous audit, disclosing the event, the default, and also the foreclosure litigation that was taking place throughout the course of those two years. Note ten discloses the settlement agreement that was reached between the District and new developers and the trustee and the bondholders.

That note discloses the details of that Resolution 2012-01. If there are any questions related to the audit, I'll take them at this point. Otherwise, we can move on to accept.

Mr. Ward asked any questions from the Board? Then a motion to accept the audit for inclusion in the record would be in order.

On MOTION by Mr. Smith and seconded by Mr. Burdett, with all in favor of accepting the audited financial statements for the fiscal year ended September 30, 2011.

FIFTH ORDER OF BUSINESS

Staff Reports

a. Attorney

Mr. Earlywine stated I don't have any report, unless there's questions for me.

b. Engineer

Mr. Robson stated Dave Robson, Johnson Engineering; no report.

c. Manager

Mr. Ward stated I have nothing for you either.

SIXTH ORDER OF BUSINESS

Audience Comments and Supervisors' Requests

Mr. Ward asked anything from the Board?

SEVENTH ORDER OF BUSINESS

Adjournment

Mr. Ward stated a motion to adjourn would be in order.

On MOTION by Mr. Smith, seconded by Mr. Burdett, with all in favor the meeting was adjourned at 11:00 a.m.

James P. Ward Secretary

Russell Smith, Chairman

**MINUTES OF MEETING
WENTWORTH ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Wentworth Estates Community Development District's Board of Supervisors was held on Thursday, November 1, 2012, at 9:00 a.m., at the Treviso Bay Sales Trailer, 9014 Tamiami Trail East, Naples, Florida 34113.

Present and constituting a quorum were:

Anthony Burdett	Vice Chairman
Dalton Drake	Assistant Secretary
Jack Turner	Assistant Secretary

Also present were:

James Ward	District Manager
Jere Earlywine	District Counsel (Telephonic)
Dave Robson	District Engineer
Matt Morris	Morris Engineering

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Ward called the meeting to order at 9:10 a.m. The record will reflect that Supervisors Drake, Turner and Burdett are present at roll call.

SECOND ORDER OF BUSINESS

Administration of the Oath of Office for the Newly Elected Supervisors from the Landowners' Meeting Held Just Prior to the Regular Meeting

Mr. Ward stated the second item on the agenda is the administration of the oath of office for the three individuals that were elected at the Landowners' election which was held prior to today's meeting. Mr. Smith is not with us today, so I'll administer the oath to Mr. Turner and Mr. Drake, and we will swear in Mr. Smith at the next meeting. What I'm going to do is provide to each of you an original copy of the oath of office. For the record, I'm a notary of the state of Florida, and authorized to administer this oath, and I'll ask that you please repeat after me.

Mr. Ward administered the oath to Jack Turner and Dalton Drake, whereupon, they were duly sworn.

Mr. Ward stated I'll ask that you sign the original oath, print your name in the two appropriate spots, return it to me, I'll notarize it, and make that a part of that permanent record for the District.

a. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees

Mr. Ward stated Mr. Drake, I don't know if you serve on other CDD boards.

Mr. Drake stated I do not.

Mr. Ward stated you do not, okay, perfect. I'm going to provide to you a Form 1, Statement of Financial Interest, and a Guide to the Sunshine Amendment and Code of Ethics for Public Employees. I'll encourage you to read it at your leisure. It's not particularly long. I'll just point out to you a couple of important points. One is the Sunshine Amendment to the Florida Constitution, which indicates that no two Board members may communicate to another member of the Board on a matter which may foreseeably appear before this Board, nor may you use a member of the public nor a member of staff to try to communicate to another Board member on a matter which will appear before the Board.

If you have an issue that you think is important and you needed to bring it to the Board, you may contact either your counsel or myself and we'll help you through the process. If you're uncomfortable with that, you can just bring it up during one of these open-notice public meetings, and you'll notice I'm recording the meetings, and the tapes will be transcribed for in perpetuity for the District. One of the other important issues in the current days where email is so prolific, we encourage you not to communicate to other members of the Board through email. If you need to communicate with your staff, you're welcome to do that, but try not to copy other Board members on any email communications you have that are between us or even internally in your own organization.

Again, if you have any questions, just call myself or District counsel, and we'll be glad to help you through the process.

Mr. Drake asked who is District Counsel?

Mr. Ward stated Hopping Green & Sam is the firm, and Jere Earlywine is on the phone with us; he's the specific individual in the firm who is assigned to this account. I'll give you his contact information in an e-mail later.

Mr. Earlywine stated Jim, if I could just add two things. I think you did a good job covering the Sunshine Law and whatnot. The ethics laws also apply to you. There's an exemption statute for developer landowners, but I would point out that if you or any member or whatnot has some interest in a matter that's coming before the Board, you'll want to make that known to Jim or myself prior to taking a vote on that. When I'm talking about interest, I'm talking about financial interest in that. For example, if your wife has a landscape company that is bidding on a contract that comes before this Board, you want to point that out, so we can address that prior to any vote being taken.

That was a short primer, at least, on the ethics laws. I would also point out that there are public records laws that govern you as well as a public officer. What those laws say is that any records that are created in connection with your District business can be subject to a public records request. Jim Ward, as the District Manager, is the records custodian for the District, and so he keeps the official records of the District. But if you get email from him, you'll want to keep those segregated, probably in a its own little email file, so if there's a public records request and we ask you for District records, you won't have to look through all your private emails as well as the District related email.

Same thing with agenda packages and whatnot, you can keep those, to the extent that Jim provides them to you. If you keep notes and that sort of things, those are also public records and have retention requirements on them and things like that. You can give those back to Jim at the end of the meeting or keep them yourself. But if you keep them, understand they're public records and have to be kept for a certain period of time and can be subject to a public records request.

Mr. Drake stated okay.

Mr. Ward asked anything else, Jere?

Mr. Earlywine stated that's all I've got, thanks, Jim.

b. Membership Obligations and Responsibilities

No discussion.

c. Form 1 – Statement of Financial Interests

Mr. Ward stated the Form 1 is required to be filed with the Supervisor of Elections in the county in which you reside, so if you live in Lee County or some other county, you file with

the Supervisor of Elections there within 30 days of today's date. If you have any questions with respect to it, you're welcome to give me a call or your general counsel a call, and we'll be glad to help you through it. What's important is that you get it done in the 30 days, because the Supervisor of Elections can levy fines on you as an individual not on the District, and they can be rather significant in Florida these days. If you have any questions, please take the time to give us a call, and we'll help you through it.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2013-1, Canvassing and Certifying the Results of the November 1, 2012, Landowners' Election

Mr. Ward stated Resolution 2013-1 canvasses and certifies the results of the November 1st election, which was held just prior to today's meeting. In section one of the resolution, filling seat one will be Mr. Turner with 156 votes; filling seat four will be Mr. Drake with 157 votes; and filling seat five will be Mr. Smith with 158 votes. Then in section two, Mr. Smith and Mr. Drake will serve the four-year term, and Mr. Turner will serve the two-year term. With that, that resolution is in order and recommended for your consideration.

On MOTION by Mr. Burdett, seconded by Mr. Drake, with all in favor of approving the Resolution 2013-1 as presented.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2013-2, Re-designating the Officers of the Wentworth Estates Community Development District

Mr. Ward stated currently, Mr. Smith serves as your Chairman, Mr. Burdett serves as your Vice Chairman, and I serve as the secretary and treasurer, and then the remaining board members serve as assistant secretaries. You may change that or keep it as you so desire in the current form. If you want do it that way, just a motion to adopt a resolution with the names inserted with the appropriate that I mentioned.

On MOTION by Mr. Burdett, seconded by Mr. Turner, with all in favor of approving Resolution 2013-2, keeping the Board officer appointments the same as they currently were.

FIFTH ORDER OF BUSINESS

Consideration of Minutes

a. September 13, 2012 – Regular Meeting

Mr. Ward stated you've all been previously distributed a copy. If there are any additions, corrections or deletions, it would be appropriate at this time to so indicate, otherwise a motion for their approval would be in order.

On MOTION by Mr. Burdett, seconded by Mr. Turner, with all in favor of approving the September 13, 2012, regular meeting minutes.

SIXTH ORDER OF BUSINESS

Staff Reports

a. Attorney

Mr. Earlywine stated I don't have anything other than to mention that Jim and I have been soliciting proposals for firms to service as tax counsel in connection with our IRS audit. We should have an update on that in the December timeframe, probably at our next meetings. There's nothing to be alarmed about with respect to the IRS audit anyway. We just had some information requests that Jim has done a good job, I think, responding to and providing the information to her. Debbie Arcenau who is the IRS auditor is starting to ask questions about whether the restructure was a re-issuance and some other questions like that which typically, you'd have tax counsel to respond to. That's sort of just a foreshadowing of maybe a December meeting where we can consider this more fully.

b. Engineer

Mr. Ward stated I know Mr. Robson had a conflict today and wasn't able to make it.

c. Manager

Mr. Ward stated I had nothing for you either.

SEVENTH ORDER OF BUSINESS

Supervisors' Requests and Audience Comments

Mr. Ward asked anything from the Board? The record will reflect that there is no the audience present.

EIGHTH ORDER OF BUSINESS

Adjournment

Mr. Ward stated a motion to adjourn would be in order.

On MOTION by Mr. Burdett, seconded by Mr. Turner, with all in favor the meeting was adjourned at 9:21 a.m.

James P. Ward Secretary

Russell Smith, Chairman

b. Nomination of Supervisors (Three positions)

Mr. Ward stated Mr. Burdett, what I would recommend that you do is you nominate three people to serve on the Board of Supervisors at this point.

Mr. Burdett stated I would like to nominate Russell Smith, Jack Turner and Dalton Drake.

c. Casting of Ballots

Mr. Ward stated I'm going to provide to you a copy of the original ballot. I'll ask that you fill it out. The two individuals receiving the highest number of votes will serve a four-year term. The third individual receiving a lesser number of votes will serve a two-year term. You have 158 votes for each seat.

d. Ballot Tabulation and Results

Mr. Ward stated in a hotly contested race for the three seats, Mr. Smith received 158 votes, Mr. Drake received 157 votes, and Mr. Turner received 156 votes. At the regular meeting, which will transpire just after today's Landowners' meeting, Mr. Smith and Mr. Drake will be sworn in for four-year terms, and Mr. Turner will be sworn in for a two-year term. Are there any questions, Mr. Burdett?

Mr. Burdett stated no questions.

FOURTH ORDER OF BUSINESS

Landowners' Questions and Comments

Mr. Ward stated are there any questions, Mr. Burdett?

Mr. Burdett stated no questions.

FIFTH ORDER OF BUSINESS

Adjournment

Mr. Ward stated we'll just go ahead and adjourn today's meeting.

The meeting was adjourned at 9:07 a.m.

James P. Ward Secretary

Russell Smith, Chairman

From: [Denise Ganz](#)
To: ward9490@comcast.net
Cc: [Michael Krul](#)
Subject: Description of Public Finance Department/Wentworth Proposal
Date: Wednesday, October 31, 2012 6:32:03 PM
Attachments: [Public Finance Department Description 2012 \(5\).DOC](#)
[Resume of special district financings \(revised 2012\).DOC](#)

Jim, I hope all is well with you. Thanks for reaching out to us on this. I understand that we need to get back to you quickly, so in case you need it, I am attaching a description of the Public Finance Department, which includes the resume of our special tax counsel, Jeannette Bond (she is great by the way) and our special district financing experience. For the matter that you discussed with Michael, I would work with Jeannette, because we will need to address state law as well as Federal tax law issues. I would propose a blended rate of \$400 per hour (both Jeannette and I have higher current hourly rates--\$435 for Jeannette and \$420 for me), together with any actual out of pocket expenses. Let me know if you need more information. You can call me on my cell at 561-654-6847.
Denise

The information contained in this transmission may be attorney/client privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply e-mail.

Pursuant to Internal Revenue Service guidance, be advised that any federal tax advice contained in this written or electronic communication, including any attachments or enclosures, is not intended or written to be used and it cannot be used by any person or entity for the purpose of (i) avoiding any tax penalties that may be imposed by the Internal Revenue Service or any other U.S. Federal taxing authority or agency or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

A portion of our practice involves the collection of debt and any information you provide will be used for that purpose if we are attempting to collect a debt from you.

**PUBLIC FINANCE DEPARTMENT
GREENSPOON MARDER, P.A.**

I. Description of the Firm and Its Public Finance Services

General

Greenspoon Marder, P.A. (“Greenspoon Marder” or the “Firm”) was founded over 30 years ago and is a full service, statewide law firm and a nationally recognized bond counsel firm. The Firm has offices in Fort Lauderdale, Miami, Aventura, Boca Raton, West Palm Beach, Orlando, Port St. Lucie, Stuart and Naples. In keeping with our approach to client service, we have assembled people of proven ability, high reputation and strong academic training and performance. Our partners represent an array of experience reflecting scholarship, commitment to public service, leadership and professional achievement. We have a broad range of experience that allows us to bring to our representation a keen understanding of the political, economic, and environmental climate within which the Firm's governmental clients must operate.

The Firm enjoys a solid reputation, rated “AV Preeminent” by the prestigious Martindale Hubbell Law Directory; “Best Law Firm” by U.S. News & World Report; and “A+” by the Better Business Bureau. The Firm is named among Florida's SuperLawyers and Florida Trend's Legal Elite, to name just a few from a long list of awards and accreditations.

Greenspoon Marder's public finance department is a significant aspect of the Firm's practice. Prior to their association with the Firm, the attorneys in the Firm's public finance department were affiliated with Ruden McClosky P.A. (“Ruden McClosky”), which combined with the Firm effective as of December 1, 2011. The Firm's public finance attorneys represent, and have represented, a broad cross-section of public sector clients and underwriters involved in tax-exempt financing as bond counsel, disclosure counsel, special counsel, underwriters' counsel, borrower's counsel and lender's counsel. Since 1984, they have participated in more than 600 tax-exempt financings for Florida issuers, with an aggregate principal amount in excess of \$16 billion. Among the issuers for which the Firm is serving, or attorneys in the Firm served during their affiliation with Ruden McClosky, as bond counsel and/or disclosure counsel are the cities of Weston, Pompano Beach, Lauderhill, Dania Beach, Coral Springs, Cooper City, Palm Beach Gardens, Royal Palm Beach and Orlando, as well as Miami-Dade County, Palm Beach County, Orange County, Hillsborough County, Leon County and Lee County, and a number of special districts. In addition, attorneys in the public finance department have served as underwriter's counsel, issuer's counsel, borrower's counsel and lender's counsel in numerous bond issues throughout the state. They have significant experience in all aspects of public finance. This includes all aspects of variable rate bonds, auction rate bonds, commercial paper, interest rate swaps, zero coupon bonds, derivative securities transactions and refundings. Attached as Exhibit A is a representative list of public finance transactions in which attorneys in the Firm's public finance department have served as counsel during their affiliation with Greenspoon Marder and Ruden McClosky.

Experience with Specific Type of Transactions

Set forth below is a description of some of the types of bond financings with which our public finance attorneys have been involved, as bond counsel, disclosure counsel, special counsel, underwriter's counsel, borrower's counsel and lender's counsel.

- **Transportation-Related Financings**—Our public finance attorneys have served as bond counsel, disclosure counsel, underwriter's counsel and issuer's counsel in a variety of transportation-related financings. Denise Ganz served as bond counsel to Palm Beach County in connection with certain of its airport financings and disclosure counsel in connection with Miami-Dade County, Florida airport financing in excess of \$600 million, comprised of five series of bonds, including new money bonds, refunding bonds and auction rate bonds. She has served as bond counsel and underwriter's counsel in connection with bonds issued by or for the Broward County Port Everglades Authority. Denise Ganz and Skip Miller also worked on financing matters when Ruden McClosky served as served as general counsel to the Tampa-Hillsborough County Expressway Authority in connection with bond issues for various toll road improvements.

- **Covenant To Budget and Appropriate Transactions**--The Firm's public finance attorneys have participated as bond counsel and underwriter's counsel in numerous covenant to budget and appropriate transactions. Accordingly, we are familiar with the various legal and marketing issues that arise in these financings.

- **Water and Wastewater Transactions**--The Firm's public finance attorneys have significant experience in the area of water and wastewater financing, including the ability of issuers to levy and pledge impact fees in connection therewith, having served as bond counsel, disclosure counsel and underwriter's counsel in connection with such financings. In that capacity, they have had the opportunity to play a significant role in advising local government on a variety of issues relating to water and wastewater services. Their responsibilities involved analyzing all aspects of the issuer's legal ability to pledge water and sewer revenues and impact fees and participating as part of the working group to review related marketing issues. They have also drafted ordinances levying water and wastewater impact fees.

- **Sales Tax and Tourist Development Tax-Related Financings**-- The Firm's public finance attorneys have served as bond counsel and underwriter's counsel in connection with a number of bond issues secured by sales taxes and tourist development taxes, including as bond counsel to Orange County, Florida and Palm Beach County, Florida.

- **Tax Increment Financings**-- The Firm's public finance attorneys have served as bond counsel and underwriter's counsel in connection with a variety of tax increment financings, including recently, as bond counsel to the Pompano Beach Community Redevelopment Agency and as underwriter's counsel in connection with a recent financing undertaken by the City of Orlando Community Redevelopment Agency. Attorneys in the Firm also have experience in drafting community redevelopment agency legislation.

- Certificate of Participation Financings-- The Firm's public finance attorneys have served as bond counsel, disclosure counsel and underwriter's counsel in connection with COPs issued by cities, counties and school districts throughout the State of Florida, as well as by various state agencies.

- Special Assessment Financings-- The Firm's public finance attorneys have extensive experience in financings involving the formation of special assessment districts, community development districts and other special districts and the levy and collection of special assessments, having served as bond counsel, disclosure counsel, underwriter's counsel and lender's counsel in numerous special assessment financings.

- Conduit Financings-- The Firm's public finance attorneys have experience as bond counsel, disclosure counsel, underwriter's counsel, lender's counsel and borrower's counsel in connection with conduit financings of all types, including as bond counsel to Miami-Dade County, Florida and special finance counsel to Nova Southeastern University.

- Public/Private Initiatives and Joint Ventures-- The Firm's public finance attorneys have experience in assisting Palm Beach County with its Convention Center hotel and garage projects, and has additional experience in financing arenas, performing arts centers, sports facilities and other public/private initiatives and joint ventures, including in connection with the Broward County Performing Arts Center Authority ("PACA") in the financing of its performing arts center and Nova Southeastern University in a taxable bond financing for the construction of the Miami Dolphins training facility on the university campus. Denise Ganz and Michael Krul served as placement agent's counsel for a proposed arena for a new professional sports franchise to be financed through state sales tax bonds and as bond counsel to the South Florida Sports and Entertainment Special District, the site of proposed Blockbuster Park, which was to include a sports arena and, in connection therewith drafted the legislation establishing the district, including provisions relating to the issuance of bonds. They also served as special finance counsel to the Florida Marlins baseball team in drafting legislation and providing advice in the team's effort to secure tax-exempt financing for the construction of a baseball stadium in South Florida. The Firm's public finance attorneys have been involved in many of the complex tax issues that arise in connection with financing professional sports facilities. They have worked with bond issuers and owners of professional sports teams to structure financings that meet the requirements to permit the issuance of tax-exempt bonds to finance sports facilities, including as bond counsel to the City of Weston and as counsel to the Florida Marlins. They have also assisted in other privatization initiatives, including drafting the legislation creating the Florida High Speed Rail Transportation Commission and serving as bond counsel to the Florida Department of Corrections in its first lease-purchase financing of a jail to be constructed and operated by a private company.

- Interlocal Agreements, Letters of Credit, Lines of Credit, and Other Credit Enhancement Transactions--Numerous bond issues in which the Firm's public finance attorneys have participated were secured by credit enhancement of various types, include municipal bond insurance and letters of credit. As bond counsel, they have negotiated insurance agreements with municipal bond insurers in connection with bond issues in which they served as bond counsel. They have also negotiated many interlocal agreements, including a complex multiparty agreement involving St. Lucie County, Florida and ten community development districts, pursuant to which one of these districts was delegated the authority to issue bonds on behalf of all of the districts.

- Taxable Transactions-- The Firm's public finance attorneys have served as bond counsel, disclosure counsel and borrower's counsel in connection with a variety of taxable transactions.

- Equipment Leasing Transactions-- The Firm's public finance attorneys are experienced in equipment leasing transactions ranging from small vendor leases to public offerings involving large equipment acquisition programs. These transactions require an understanding of state equipment leasing law, state bond law and state and federal tax law. Denise Ganz served as bond counsel to Leon County in connection with one of the first insured stand-alone equipment leases accomplished in the state and recently served as bond counsel to the City of Pompano Beach in connection with an equipment lease financing.

Experience with Specific Financing Techniques as Bond Counsel

As bond counsel, attorneys in the Firm's public finance department are experienced in all aspects of the issues that arise in connection with a particular financing. In addition to more traditional financings described elsewhere in this response, attorneys in the public finance department have substantial experience in all aspects of variable rate, auction rate, commercial paper, interest rate swaps, zero coupon, equipment leasing, and derivative securities transactions. They have worked on bond-related derivatives transactions involving caps and collars, interest rate swaps, inverse floaters, sales of options and delayed closing issue. Most of the variable rate transactions in which they have participated as either bond counsel, underwriters' counsel, letter of credit bank counsel or developer's counsel have involved industrial development bonds, housing authority bonds and governmental bond issues purchased or underwritten by banks. In connection with variable rate bonds, attorneys in the public finance department have drafted a variety of financing documents, depending on the role the Firm is serving, including bond indentures, disclosure documents, letters of credit and letter of credit reimbursement agreements. The Firm's public finance attorneys have also participated as bond counsel and underwriters' counsel in transactions that involve the use of auction rate bonds and commercial paper, including long-term refundings of commercial paper. The Firm's public finance attorneys are also experienced in transactions that employ zero coupon bonds. In most cases, these bonds are not employed to defer interest payments (i.e., the bond issue is still structured for level debt service), but to take advantage of a better market for zero coupon bonds than for current interest bonds. The use of zero coupon bonds to substantially defer payments of principal and interest can raise federal tax issues. These include whether the weighted average maturity limitations (or safe harbors) are exceeded, whether the structure results in the creation of a yield restricted sinking fund (because the issuer is unable to pay the deferred debt service from current revenues) and generally whether the structure constitutes an abusive arbitrage device or private activity

bond device under the federal tax regulations.

Disclosure Counsel Issues

In addition to their bond counsel expertise, the Firm's public finance attorneys bring a unique perspective to providing disclosure counsel services. Michael Krul, one of the partners in the Firm's public finance department, practiced in the area of securities litigation, both in New York and Florida. Denise Ganz, another of the Firm partner's in the public finance department, has experience in general corporate representation and the securities laws applicable to the private sale of securities. This combined knowledge of the state and Federal securities statutes and related case law enables Mr. Krul and Ms. Ganz to thoroughly evaluate the legal issues that arise in the course of serving as municipal disclosure counsel. It should be noted that the amendments to Rule 15(c)2-12 are intended, in many respects, to more closely provide the public with the type of continuing disclosure information that private securities issuers are required by the SEC to provide. Mr. Krul's extensive securities background has proven to be valuable in evaluating and analyzing the requirements of the amendments to the Rule in the context of the Federal and state statutes and case law applicable to non-exempt securities.

We also note that the Firm's public finance department places a particular emphasis on conducting a complete due diligence review as disclosure counsel in connection with a proposed bond transaction prior to the time the applicable offering document is deemed "final" for purposes of Rule 15(c)2-(12). We believe our practice in conducting a due diligence review in connection with a bond issue is essential. Again, our understanding of the underlying principles of law applicable to non-exempt securities provided us with guidelines to adhere to in addressing disclosure issues for public securities.

With respect to the continuing disclosure requirements of Rule 15(c)(2)(12), the Firm's public finance attorneys are thoroughly familiar with the requirements of the Rule, as well as the questions and concerns about its interpretation and implementation that were raised and continue to be raised by bond lawyers, NABL, issuers and underwriters. They have carefully monitored all SEC official and unofficial pronouncements on the interpretation and implementation of the amendments to the Rule. In the transactions that they have participated in since the amendments to the Rule became effective, they have also taken an active role in determining the type of information that must continue to be disclosed, whether there are "obligated persons" in addition to the issuer that will be required to make continuing disclosure and whether the issuer should utilize the services of a third party dissemination agent to assist it in implementing the amendments to the Rule. To the extent a particular bond issue is subject to the requirements of the Rule, as disclosure counsel they work with the Firm's clients to carefully craft the related continuing disclosure undertaking to ensure compliance with the Rule, without creating an undue continuing compliance burden on the issuer. They also assist the Firm's governmental clients in establishing and maintaining systems to ensure that regularly required filings are made and that notices of material events are filed, if warranted.

Tax Expertise

Jeannette Bond of McCarter & English, LLP serves as the Firm's special tax counsel in connection with bond financings. Ms. Bond previously served as special tax counsel to Ruden McClosky since 2008. We note that for many years prior to Ruden McClosky's association with

Ms. Bond, Elliot Stern, a nationally recognized attorney specializing in the tax aspects of municipal bonds, was the partner providing tax advice in connection with the bond deals in which Ruden McClosky served as counsel. Upon his death, Ruden McClosky sought to engage an attorney with the same caliber of knowledge and experience as Mr. Stern; it being clear that there are a limited number of attorneys throughout the country with such specialized skills. Greenspoon Marder is pleased to now have Jeannette Bond as part of its public finance department team. Her depth of experience in the tax aspects of municipal bond issues of all types provide the Firm's governmental clients with an invaluable resource. She also has substantial experience with complex arbitrage issues arising in the context of refunding issues and derivative financial instruments. Ms. Bond also has practical experience in rebate compliance that is invaluable in advising clients how to structure issues so as to minimize rebate liability and simplify future compliance. The Firm's public finance attorneys work closely with our clients' accounting firms who provide calculation services and assist them in determining the scope of their rebatable arbitrage.

Many tax-exempt financing transactions require an understanding of complex financial calculations and concepts, particularly in the context of refundings. For example, attorneys in the Firm's public finance department have acted as bond counsel for a large Florida county in connection with the issuance of its refunding bonds, which were used to advance refund a portion of certain outstanding bonds of the county. Proceeds of the refunded bonds had been used to currently refund certain of the county's bond anticipation notes. As work proceeded on the refunding, a tax problem arose because a portion of the proceeds of the refunded bonds had previously been invested at a yield significantly in excess of the yield on the refunding bonds for the purpose of defeasing to maturity a portion of the refunded bonds (the "Defeasance Proceeds"). After advising the county's financial advisor that the Defeasance Proceeds would become transferred proceeds of the refunding bonds, the financial advisor ran numbers and discovered that the transferred proceeds "penalty" exceeded \$1 million. Attorneys in the public finance department reviewed the numbers to determine if there was any way to reduce the penalty. After a complex tax analysis and many more number runs, the penalty was reduced by several hundred thousand dollars. This was accomplished by applying the multipurpose issue rules to treat the refunded bonds as two separate issues, by determining the optimal method of allocating the refunded bonds to each of the two separate issues, and by applying the universal cap rules to reallocate the transferred proceeds at the earliest possible time. Tax expertise is also often utilized in connection with post-issuance compliance issues. For example, as bond counsel, the Firm's public finance attorneys have advised many issuers on permissible uses of excess bond proceeds remaining on deposit in the construction fund for the bonds, within the constraints of the related bond resolution and Federal tax law. Whenever possible, we are careful to build in to the bond resolution the maximum flexibility permitted by applicable tax law to permit the issuer to use the excess proceeds for another capital project or to pay interest on the bonds, provided that certain spending thresholds on "qualified" projects had been met. The Firm's public finance attorneys have also provided assistance to issuers and conduit borrowers facing an IRS examination of their bond issues.

Currently, we are working with governmental issuers and 501(c)(3) borrowers of tax-exempt bonds to develop systems, policies and procedures to enable them to evidence post-issuance compliance, particularly in view of recent IRS releases and modifications to Form 8038-G.

Bond Validation Matters

The Firm's public finance attorneys have extensive experience in bond validation matters. In connection with bond validation proceedings, the attorneys in the Firm's litigation department will work closely with the attorneys in the Firm's public finance department. The Firm's public finance attorneys have successfully handled numerous bond validation proceedings, often involving unique and contested issues of law.

Ancillary Disciplines

The broad variety of practice areas in which the Firm specializes enables us to offer our public finance clients the assistance that may be needed as questions arise in connection with matters ancillary to its bond financings. The Firm's position as a full-service law firm enables the attorneys in the public finance department to routinely consult experts in other practice areas of the Firm to assist in difficult issues. It is commonplace for questions relating to real estate, bankruptcy, security interests, banking, trust estates, securities, corporations, partnerships, environmental regulation, administrative law, transportation, and federal and state taxation to arise in bond issues. In addition, attorneys in the Firm's government law practice group provide the specialized expertise that is often needed to address issues that may arise in connection with the issuance of tax-exempt bonds. These attorneys have represented many Florida cities, counties, school districts, special districts, authorities and state agencies in connection with a wide array of legal issues arising within their disciplines. Steve Geller in the Firm's Fort Lauderdale office was a member of the Florida Legislature for 20 years, serving in the Florida House of Representatives from 1988 to 1998, and in the Florida Senate from 1998 to 2008. Joseph Geller in the Firm's Fort Lauderdale office has almost fifteen (15) years of experience in serving as a municipal attorney, and has served four (4) municipalities as their principal attorney, including two (2) at the present time, as well as serving as special counsel for a number of other municipalities. Noreen Dreyer in the Firm's Port St. Lucie office was formerly County Attorney for Martin County. Dennis Mele in the Firm's Fort Lauderdale office was formerly City Manager of the City of Coconut Creek. Attorneys in the Firm have also drafted statewide and local legislation which involved provisions relating to the issuance of bonds, including legislation related to the Florida High Speed Rail project, recreation districts, the Santa Rosa Bay Bridge Authority and the charter of the Port Everglades Authority.

II. Attorneys Providing Public Finance Services

All of the attorneys in the Firm's Public Finance Department mentioned below are listed in the most recent edition of The Bond Buyer's Municipal Marketplace "Red Book." The following are the resumes of the Firm's public finance department team members. Other attorneys in the Firm, including associates and paralegals, are available to assist as needed.

Denise J. Ganz (Florida Bar No. 0522848).

Ms. Ganz has concentrated her practice in the area of public finance since her graduation, with honors, from the University of Florida College of Law. She was employed by Ruden McClosky at that time, becoming a partner in Ruden McClosky's public finance department in 1991. Ms. Ganz joined Greenspoon Marder when it combined with Ruden McClosky. Ms. Ganz is responsible for the public finance matters undertaken by the Firm. She is experienced with all aspects of public finance and has had primary responsibility for a significant number of the bond

transactions in which the Firm has participated. In addition to representing counties, cities, school districts, and special districts as bond counsel and disclosure counsel, she has represented major national investment banking firms as underwriter's counsel in numerous financings. Ms. Ganz has represented local governments statewide to structure and document innovative finance techniques for capital projects of all types including lease-purchase arrangements and the use of special assessments and impact fees. Ms. Ganz has participated as bond counsel, disclosure counsel or underwriter's counsel in numerous bond issues relating to port, airport and other transportation-related-financings. She has also represented banks and non-profit entities in connection with tax-exempt financings. Other areas in which Ms. Ganz has expertise include annexation matters, election law issues, legislative drafting, interlocal agreements, and the formation of special districts. In addition, she has experience in representing individuals and businesses in general corporate law matters. Ms. Ganz is resident in the Firm's Fort Lauderdale office. She received her B.S. degree from the University of Florida in 1982 and her J.D., cum laude, from the University of Florida College of Law in 1985. Ms. Ganz is a member of the National Association of Bond Lawyers and the City, County and Local Government Section of The Florida Bar. Ms. Ganz is AV® rated by Martindale-Hubbell.

Skip Miller (Florida Bar No. 0279145).

Morris G. (Skip) Miller is a Shareholder in the West Palm Beach office of Greenspoon Marder, P.A. Mr. Miller joined Greenspoon Marder from Ruden McClosky P.A., where he practiced from December, 2005 until December 2011. A member of the Firm's Public Finance Department, Mr. Miller focuses on public finance and representation of non-profit entities. Over the past 30 years, he has served as bond counsel, underwriter's counsel, borrower's counsel (for profit and not-for profit), lender's counsel or issuer's counsel on well over 300 financings of various types throughout the United States. Mr. Miller is presently general counsel to the Housing Finance Authority of Palm Beach County. He has extensive experience in municipal finance transactions of all types, including taxable bonds, bond issues for not-for-profit organizations, mini bonds, community redevelopment financing, special taxing districts and single- and multi-family housing revenue bonds. Mr. Miller frequently appears as a speaker on topics of local government and public finance law. Mr. Miller received his J.D. from the University of Florida College of Law in Gainesville, Florida, in March of 1979, and a Bachelor of Science in Social and Behavioral Sciences, concentrating in Urban Development and Planning, from The Johns Hopkins University, Baltimore, Maryland, in May of 1976. He is a member in good standing of The Florida Bar, the Palm Beach County Bar Association and the National Association of Bond Lawyers. Mr. Miller is AV® rated by Martindale-Hubbell.

Michael H. Krul (Florida Bar No. 0196954).

Michael H. Krul has supervised and structured a broad variety of the public finance issues, including general obligation bonds, refunding issues, lease-purchase transactions, water and sewer issues, special assessment bonds, and short-term debt issues. He has considerable experience in structuring public/private financings and advised Palm Beach County in connection with matters relating to the proposed lease of its airport facilities. Mr. Krul's principal expertise is in developing an issuer's overall financing plan, in conjunction with the issuer's staff and other consultants, so as to structure a program that is both consistent with the specific immediate goals of a particular issuer and flexible enough to adapt to the constantly changing financial demands being placed upon Florida's local government. Mr. Krul is

designated by The Florida Bar as a specialist in securities law, has served as an arbitrator for the National Association of Securities Dealers, and is a member of the National Association of Bond Lawyers. Mr. Krul is resident in the Firm's Fort Lauderdale office. He received his B.A. degree from the State University of New York at Buffalo in 1969 and his J.D., cum laude, from Brooklyn Law School in 1973. From 1973 to 1975, Mr. Krul was associated with the law firm of Mudge, Rose, Guthrie & Alexander, New York, New York. He joined Ruden McClosky in 1975 and became a partner in Ruden McClosky in 1977. He joined Greenspoon Marder when it combined with Ruden McClosky. Mr. Krul is AV® rated by Martindale-Hubbell.

Jeannette Bond.

Jeannette Bond serves as special tax counsel to the Firm. She is special counsel to the firm of McCarter & English, LLP. Ms. Bond has practiced in the area of public finance area since 1979 and has experience in all the federal tax aspects of tax-exempt bonds. She has served as special tax counsel for bonds of state and local governments and authorities, including the State of New Jersey. Ms. Bond testified before the Internal Revenue Service on behalf of the National Association of Bond Counsel in 1997 on proposed private activity bond regulations. She has been a speaker on the tax aspects of public finance issues at numerous seminars, including those of the National Association of Bond Lawyers, the Practising Law Institute, the National Association of State Treasurers, the Council of Infrastructure Finance Agencies, and the U.S. Conference of Mayors. Ms. Bond is listed in the 2007 and 2008 issue of The Best Lawyers in America. She received her LL.M from New York University School of Law in 1980, her J.D. from Rutgers University School of Law - Camden, with honors in 1978 and her Bachelors of Arts degree from Rutgers University.

EXHIBIT A

Set forth below is a list of representative bond financings in which attorneys in the Firm's public finance department participated during their affiliation with Ruden McClosky or in which Greenspoon Marder is currently acting as bond counsel, tax counsel, or counsel to issuers, underwriters, banks, or developers. Transactions denoted "BC" indicate those where the Firm acted as bond counsel or special counsel. Transactions denoted "UC" indicate those where the Firm acted as underwriters' or placement agents' counsel, transactions denoted "DC" indicate those where the Firm acted as disclosure counsel, transactions denoted "LC" indicate those where the Firm acted as lender's counsel, transactions denoted "IC" indicate those where the Firm acted as issuer's counsel, transactions denoted "BRC" indicate those where the firm acted as developer or borrower's counsel and transactions noted "RMC" indicate those where the Firm acted as remarketing agent or coordinating agent's counsel.

BRC & DC \$49,060,000 Florida Higher Educational Facilities Financing Authority Educational Facilities Revenue and Revenue Refunding Bonds, Series 2012A (Nova Southeastern University Project)—acted as borrower's counsel and disclosure counsel—negotiated sale—purpose: financing and refinancing educational facilities.

LC \$49,350,000 Sunshine State Governmental Financing Commission Revenue Bonds, Series 2012 — negotiated private placement—acted as lender's counsel—purpose: refinancing.

LC \$9,980,000 City of Venice, Florida, Utility System Refunding Revenue Note, Series 2012—negotiated private placement—acted as lender's counsel—purpose: refinancing.

LC \$2,000,000 Town of Golden Beach, Florida, Grant Anticipation Revenue Note, Series 2012B — negotiated private placement—acted as lender's counsel—purpose: road improvements.

LC \$2,296,000 City of Sebastian, Florida, Gas Tax Revenue Note, Series 2012—negotiated private placement—acted as lender's counsel—purpose: refinancing and capital improvements.

LC \$4,100,000 City of Hialeah Gardens, Florida, Utilities System Revenue Note, Series 2012—negotiated private placement—acted as lender's counsel—purpose: refinancing and utilities system improvements.

UC \$53,770,000 Village Community Development District No. 9 Special Assessment Revenue Bonds, Series 2012—negotiated sale—acting as underwriter's counsel—purpose: financing infrastructure.

BC \$890,000 Coral Bay Community Development District Special Assessment Bonds, Series 2012—negotiated private placement—acting as bond counsel—purpose: financing infrastructure.

BC & LC \$210,000 Desoto City Special Benefit Fire District Promissory Note, Series 2012 – negotiated sale – acted as bond counsel and lender's counsel – purpose: acquisition of fire equipment.

BC & LC \$6,000,000 City of Hialeah, Florida Taxable Promissory Note, Series 2012 – negotiated private placement – acted as bond counsel and lender’s counsel – purpose: fund contribution to pension plan.

UC \$140,625,000 Water and Sewer Utility Revenue Bonds, Series 2012A, \$110,920,000 Water and Sewer Utility Revenue Refunding Bonds, Series 2012B and \$47,655,000 Water and Sewer Utility Revenue Refunding Bonds, Series 2012C (Taxable)—negotiated sale—acted as underwriters' counsel—purpose: financing and refinancing water and sewer system improvements

BC & DC \$50,065,000 North Springs Improvement District Water and Sewer Revenue and Refunding Revenue Bonds, Series 2011--negotiated sale--acting as bond counsel and disclosure counsel--purpose: financing water and sewer system improvements and refunding outstanding bonds

BC \$2,600,000 Loxahatchee Groves Water Control District Special Assessment Promissory Note, Series 2011 – negotiated sale – acted as bond counsel – purpose: road and culvert improvements.

IC \$9,300,000 Housing Finance Authority of Palm Beach County, Florida Multifamily Mortgage Revenue Note (Colonial Lakes Apartments) – private placement – acted as issuer’s counsel - purpose: multifamily housing

BD &/DC \$4,235,000 City of Palm Beach Gardens, Florida, Public Improvement Revenue Bonds, Series 2011A and \$11,955,000 City of Palm Beach Gardens, Florida Taxable Public Improvement Revenue Bonds, Series 2011B – negotiated sale – acted as bond counsel and disclosure counsel – purpose: refunding.

RMC/LC \$88,330,000 Orlando-Orange County Expressway Authority Variable Rate Revenue Bonds, Subseries 2003C-4 – negotiated sale – acted as counsel to remarketing agent and letter of credit provider –purpose: replacement or remarketing agent and credit facility

LC \$2,230,500 City of Wilton Manors, Florida, Promissory Note – negotiated sale – acted as lender’s counsel – purpose: utility and parking improvements

LC \$1,477,298 City of Wilton Manors, Florida, Promissory Note – negotiated sale – acted as lender’s counsel – purpose: refunding

UC \$12,370,000 Broward County, Florida Port Facilities Revenue Refunding Bonds, Series 2011A (Non-AMT), \$100,695,000 Broward County, Florida Port Facilities Revenue Refunding Bonds, Series 2011B (Non-AMT) and \$54,195,000 Broward County, Florida Port Facilities Revenue Refunding Bonds, Series 2011C (Taxable) —negotiated sale—acted as underwriters’ counsel—purpose: refunding outstanding bonds

UC \$51,115,000 Village Community Development District No. 9 Special Assessment Revenue Bonds, Series 2011—negotiated sale—acted as underwriter’s counsel—purpose: financing infrastructure

BRC AND DC \$37,480,000 Florida Higher Educational Facilities Financing Authority Educational Facilities Revenue Bonds, Series 2011 (Nova Southeastern University Project)—acted as borrower’s counsel—negotiated sale—purpose: financing and refinancing educational facilities

LC \$3,950,000 Northern Palm Beach County Improvement District Units 11 and 14 Promissory Note – negotiated sale – acted as lender’s counsel – purpose: drainage improvements

UC \$599,860,000 Solid Waste Authority of Palm Beach County Improvement Refunding Bonds, Series 2011 – negotiated sale – acted as underwriters’ counsel - purpose: refunding

LC \$24,000,000 St. Lucie West Services District Utility Revenue Refunding Bonds, Series 2011 – private placement – acted as lender’s counsel - purpose: refunding

BC \$19,358,500 Village of Royal Palm Beach, Florida, Capital Improvement Refunding Note, Series 2011B – private placement – acted as bond counsel - purpose: refunding

LC \$350,000 Town of Lake Park, Florida Revenue Note, Series 2011 – private placement – acted as lender’s counsel - purpose: stormwater improvements

IC \$7,500,000 Housing Finance Authority of Palm Beach County, Florida Multifamily Mortgage Revenue Note (Westgate Plaza Apartments) – private placement – acted as issuer’s counsel - purpose: multifamily housing

LC \$7,130,000 Village of Key Biscayne, Florida, Capital Improvement Revenue Refunding Bonds, Series 2011B – private placement – acted as lender’s counsel - purpose: refunding

LC Not to Exceed \$2,000,000 Town of Palm Beach, Florida Revolving Line of Credit Note – private placement – acted as lender’s counsel - purpose: capital improvements

LC \$1,865,000 Village of Key Biscayne, Florida, Capital Improvement and Land Acquisition Revenue Refunding Bonds, Series 2011 – private placement – acted as lender’s counsel - purpose: refunding

LC \$43,860,000 Sunshine State Governmental Financing Commission Revenue Bonds, Series 2011A – private placement – acted as lender’s counsel - purpose: refunding

LC \$5,000,000 Town of Jupiter Island, Florida Promissory Note, Series 2011 – acted as lender’s counsel – private placement – purpose: beach renourishment

BC & LC \$14,489,839.95 City of Hialeah, Florida Affordable Housing Note, Series 2011 – acted as bond counsel and lender’s counsel – private placement – purpose: refunding

BC & LC \$256,775 Thousand Oaks Community Development District Improvement Revenue Note, Series 2011 – acted as lender’s counsel – private placement – purpose: construction of infrastructure improvements

BC \$29,045,000 City of Pompano Beach, Florida Revenue Refunding Bonds, Series 2010 (John Knox Village Project)—negotiated sale—acted as bond counsel—purpose: conduit financing for healthcare facility

BC \$14,200,000 City of Pompano Beach, Florida Tax-Exempt Equipment Lease—negotiated sale—acted as bond counsel—purpose: financing various energy saving equipment

LC \$3,680,000 Broward County, Florida Industrial Development Revenue Bonds Series 2011A (Urban League of Broward County Project) – acted as lender’s counsel – private placement – purpose: construction of community center

BC \$20,500,000 Village of Royal Palm Beach, Florida, Capital Improvement Note, Series 2011 – acted as bond counsel – private placement – recreational facilities

BRC Not to Exceed \$9,350,000 Miami-Dade County Industrial Development Authority Industrial Development Revenue Bonds (YMCA of Greater Miami Project), Series 2010 – acted as borrower’s counsel – private placement – purpose: improvements for YMCA of Greater Miami.

LC \$1,212,450.00 Northern Palm Beach County Improvement District Unit 2C Promissory Note – acted as lender’s counsel – private placement – purpose: development of plan of improvements

LC \$2,500,000 City of Plantation, Florida, Non-Ad Valorem Revenue Note dated December 22, 2010 – acted as Lender’s counsel – private placement – purpose: infrastructure improvements

UC \$750,000,000 Solid Waste Authority of Palm Beach County Improvement Revenue Bonds, Series 2010 – acted as underwriter’s counsel – negotiated sale – purpose: improvements to solid waste disposal system.

LC \$20,000,000 Davie Community Redevelopment Agency Community Redevelopment Bonds, Series 2010 – acted as lender’s counsel – private placement – purpose: community redevelopment

BC \$4,440,996.89 City of Palm Beach Gardens, Florida, General Obligation Refunding Bonds, Series 2010 – acted as bond counsel – private placement – purpose: refunding

LC \$3,045,000 Martin County, Florida, Capital Improvement Revenue Note, Series 2010 – acted as lender’s counsel – private placement – purpose: capital improvements

BC \$10,000,000 City of Lauderhill, Florida Water Utility Tax Revenue Bonds, Series 2010—negotiated private placement—acted as bond counsel—purpose: financing various public improvements

BC \$6,565,000 City of Lauderhill, Florida Half-Cent Sales Tax Refunding Revenue Bonds, Series 2010—negotiated private placement—acted as bond counsel—purpose: refunding outstanding debt

UC \$7,050,000 Village Community Development District No. 4 Special Assessment Refunding Revenue Bonds, Series 2010—negotiated sale—acting as underwriter’s counsel—purpose: refunding outstanding debt

LC \$44,500,000 FAU Finance Corporation Revenue Bonds, Series 2010 (Build America Bonds), Series 2010—negotiated private placement—acted as lender’s counsel—purpose: financing football stadium

UC \$156,985,000 North Sumter Utility District Utility Revenue Bonds, Series 2010A and \$19,030,000 North Sumter Utility District Utility Revenue Bonds, Series 2010B—negotiated sale—acted as underwriter’s counsel—purpose: financing acquisition of utility.

UC \$40,280,000 Miami-Dade, Florida Taxable Capital Asset Acquisition Bonds (Recovery Zone Economic Development Bonds—Direct Payment to Issuer), Series 2010E—negotiated sale--acted as underwriter’s counsel—purpose: financing various capital improvements

UC \$38,050,000 Miami-Dade, Florida Capital Asset Acquisition Bonds, Series 2010D—negotiated sale--acted as underwriter’s counsel—purpose: financing various capital improvements

BC \$10,000,000 Downtown Development Authority (Fort Lauderdale) Refunding Bonds—negotiated private placement—acted as bond counsel—purpose: extending maturity of bonds

BRC \$20,265,000 Pinellas County Health Facilities Authority Health Facilities Revenue Bonds, Series 2010A, \$1,275,000 Pinellas County Health Facilities Authority Taxable Health Facilities Revenue Bonds, Series 2010B and \$2,000,000 Pinellas County Health Facilities Authority Subordinate Health Facilities Revenue Bonds, Series 2010C —negotiated sale—acted as borrower’s counsel—purpose: financing assisted living facility

LC Jacksonville Economic Development Commission Up to \$26,260,200 Special Facility Airport Revenue Bonds (Holland Sheltair Aviation Group Project – Jacksonville, Daytona and Fort Lauderdale Projects) - Adjustable Rate Series 2010A-1, 2010A-2 and 2010-A3) and reissuance of \$12,555,000 Special Facility Airport Revenue Bonds (Holland Sheltair Aviation Group Project – Jacksonville, Daytona and Fort Lauderdale Projects) - Adjustable Rate Series 2004A-1, 2004A-2 and 2004-A3)- acted as co-lender’s counsel – private placement – purpose: to finance improvements to airport facilities and refunding.

BC & LC \$2,376,719 Quantum Park Overlay Dependent District Promissory Note, Series 2010—acted as bond counsel and lender’s counsel—private placement--purpose: to finance drainage and road improvements.

LC & TC \$14, 187,500 Palm Beach County, Florida, Airport Revenue Bonds (Galaxy Aviation of Palm Beach, Inc. – Series 2010 A) and \$3,400,500 Palm Beach County, Florida, Taxable Airport Revenue Bonds (Galaxy Aviation of Palm Beach, Inc. – Series 2010 B) - acted as lender’s counsel and trustee’s counsel – private placement – purpose: to finance improvements to airport facilities and refunding.

BC & LC Not to Exceed \$3,000,000 Town of Southwest Ranches, Florida, Emergency Line of Credit Note, Series 2010 - private placement- acted as bond counsel and lender’s counsel—purpose: emergency line of credit.

BC \$17,500,000 North Springs Improvement District Water and Sewer Revenue Refunding Bonds, Series 2010A and \$5,000,000 Water and Sewer Revenue Bonds, Series 2010B – private placement – acted as bond counsel—purpose: financing and refinancing water and sewer utility improvements

UC \$32,445,000 Village Community Development District No. 8 Special Assessment Refunding Revenue Bonds, Series 2010 (Phase II Project) and \$27,265,000 Special Assessment Revenue Bonds, Series 2010 (Phase III Project)—negotiated sale—acted as underwriter’s counsel—purpose: financing infrastructure.

BC & LC \$925,000.00 Brooks of Bonita Springs Community Development District and Brooks of Bonita Springs II Community Development District Improvement Revenue Note, Series 2010 – private placement – acted as bond counsel and lender’s counsel - purpose: financing acquisition of property for public use.

BC & LC Not to Exceed \$13,800,000 Town of Cutler Bay, Florida, Promissory Notes, Series 2010A, 2010B, 2010C, 2010D and 2010E —acted as bond counsel and lender’s counsel - —private placement--purpose: to finance acquisition of town hall and other property for public uses.

BC & LC \$195,126.54 Cutler Cay Community Development District, Improvement Revenue Note, Series 2010—acted as bond counsel and lender’s counsel—private placement--purpose: to finance drainage and road and other capital improvements.

UC \$15,925,000 Miami-Dade County, Florida Capital Asset Acquisition Special Obligation Bonds, Series 2010A, \$71,115,000 Capital Asset Taxable Special Obligation Bonds, Series 2010B (Build America Bonds—Direct Payment to Issuer) and \$13,805,000 Miami-Dade County, Florida Capital Asset Acquisition Taxable Special Obligation Bonds Series 2010C (Scott Carver/ Hope VI Project)—negotiated sale—acted as underwriter’s counsel—purpose: financing various capital improvements.

BC \$11,604,000 Palm Beach County, Florida, Taxable Public Improvement Revenue Bonds (Convention Center Hotel Project), Series 2010 – private placement – acted as bond counsel - purpose: to refinance bond anticipation note

BC \$3,500,000 City of Dania, Florida, General Obligation Bonds, Series 2010 – private placement- acted as bond counsel—purpose: to finance portion of a parking garage.

BC \$17,500,000 North Springs Improvement District Water and Sewer Revenue Refunding Bonds, Series 2010A and \$5,000,000 Water and Sewer Revenue Bonds, Series 2010B – private placement – acted as bond counsel – purpose: to refinance existing bonds and finance utility system improvements.

BC \$8,580,000 North Springs Improvement District Water Management Refunding Bonds, Series 2010 – private placement – acted as bond counsel – purpose: to refund existing bonds.

UC 10,000,000 Miami-Dade County, Florida, Capital Asset Acquisition Special Obligation Bonds, Series 2010 – negotiated sale – acted as underwriter’s counsel - purpose: to finance various capital improvements.

BC & LC Not to exceed \$2,000,000 Town of Southwest Ranches, Florida, Bank Qualified Line of Credit Note, Series 2010 – private placement- acted as bond counsel and lender’s counsel—purpose: road and drainage improvements.

LC Not to exceed \$10,000,000 City of Largo, Florida, Capital Improvement Sales Tax Revenue Note, Series 2010 – private placement- acted as lender’s counsel—purpose: construction of community center.

UC \$57,035,000 Town of Palm Beach, Florida, Public Improvement Revenue and Refunding Bonds, Series 2010A (Capital Improvement Program) and \$14,770,000 Town of Palm Beach, Florida, Public Improvement Revenue Bonds, Series 2010B (Worth Avenue Commercial District Project) – negotiated sale - acted as underwriter’s counsel—purpose: capital infrastructure improvements and refunding.

BC Not to Exceed \$15,000,000 Pompano Beach Community Redevelopment Agency Tax Increment Revenue Bonds, Series 2010A and Tax Increment Revenue Bonds, Series 2010B and/or Taxable Tax Increment Revenue Bonds, Series 2010C--purpose to finance community redevelopment improvements--acted as bond counsel--negotiated private placement.

LC \$2,462,000 City of Sebastian, Florida, Local Option Gas Tax Revenue Note (SunTrust Bank), Series 2010 – private placement- acted as lender’s counsel—purpose: road improvements.

BC \$10,363,489 The Health and Educational Facilities Board of the City of Crossville, Tennessee, Mortgage Revenue Bonds (WyndRidge Health and Rehabilitation Center Project – private placement - acted as bond counsel - purpose: acquisition of nursing home .

BC & LC \$1,000,000 City of Lauderdale Lakes, Florida, Taxable Ad Valorem Tax Anticipation Note, Series 2010 – private placement - acted as bond counsel and lender’s counsel—purpose: operating expenses.

LC \$9,770,000 Town of Jupiter, Florida, Water Revenue Refunding Promissory Note, Series 2010 – private placement- acted as lender’s counsel—purpose: refunding.

UC \$14,475,000 City of Orlando, Florida Community Redevelopment Agency Tax Increment Revenue Bonds (Downtown District), Series 2009A, \$5,975,000 City of Orlando, Florida Community Redevelopment Agency Tax Increment Revenue Refunding Bonds (Downtown District), Series 2009B and \$50,955,000 City of Orlando, Florida Community Redevelopment Agency Tax Increment Revenue Bonds, (Downtown District—Direct Subsidy Build America Bonds), Series 2009C —negotiated sale—acted as underwriters’ counsel—purpose: financing performing arts center.

UC \$77,795,000 Seacoast Utility Authority Water and Sewer Utility System Revenue Bonds, Series 2009A and Series 2009B (Taxable Build America Bonds) - negotiated sale--acted as underwriters’ counsel—purpose: to finance water system improvements.

UC \$7,990,000 Martin County, Florida, Utilities System Improvement Revenue Bonds, Series 2009A and \$28,675,000 Martin County, Florida, Utilities System Refunding Revenue Bonds, Series 2009B – negotiated sale – acted as underwriters’ counsel - purpose: acquisition of private utility systems and refunding.

BC \$6,500,000 City of Lauderhill, Florida Half-Cent Sales Tax Bonds, Series 2009—private placement—acted as bond counsel—purpose: financing various capital projects.

UC \$83,235,000 Broward County, Florida Port Facilities Revenue Bonds, Series 2009A (Non-AMT)—negotiated sale—acted as underwriters’ counsel—purpose: financing port facilities

BRC \$60,000,000 Town of Davie, Florida Educational Facilities Revenue Bonds, Series 2009 (Nova Southeastern University Project)—negotiated sale—acted as borrower’s counsel---purpose: financing educational facilities.

BC \$60,000,000 (est.) Palm Beach County, Florida Public Improvement Revenue Bonds (Convention Center Garage Project), Series 2010—negotiated sale--acting as bond counsel—purpose: financing convention center parking garage.

UC \$14,475,000 City of Orlando, Florida Community Redevelopment Agency Tax Increment Revenue Bonds (Downtown District), Series 2009A, \$5,975,000 City of Orlando, Florida Community Redevelopment Agency Tax Increment Revenue Refunding Bonds (Downtown District), Series 2009B and \$50,955,000 City of Orlando, Florida Community Redevelopment Agency Tax Increment Revenue Bonds, (Downtown District—Direct Subsidy Build America Bonds), Series 2009C —negotiated sale—acting as underwriters’ counsel—purpose: financing performing arts center.

BC \$6,500,000 City of Lauderdale, Florida Half-Cent Sales Tax Bonds, Series 2009—private placement—acted as bond counsel—purpose: financing various capital projects.

UC \$83,235,000 Broward County, Florida Port Facilities Revenue Bonds, Series 2009A (Non-AMT)—negotiated sale—acted as underwriters’ counsel—purpose: financing port facilities

BRC \$60,000,000 Town of Davie, Florida Educational Facilities Revenue Bonds, Series 2009 (Nova Southeastern University Project)—negotiated sale—acting as borrower’s counsel--purpose: financing educational facilities.

UC \$262,545,000 Solid Waste Authority of Palm Beach County Improvement Revenue Bonds, Series 2009—negotiated sale--acted as underwriter’s counsel—purpose: to finance refurbishment of resource recovery facility.

LC \$2,000,000 Town of Palm Beach, Florida, Public Improvement Revenue Note, Series 2009—acted as lender’s counsel—private placement—purpose: to finance capital improvements.

BC \$2,130,000 City of Pahokee, Florida, First Mortgage Healthcare Facility Refunding Revenue Bonds (Glades Health Care Center Project), Series 2009A and \$350,000 First Mortgage Healthcare Facility Refunding Revenue Bonds (Glades Health Care Center Project), Series 2009B (Taxable)—acted as bond counsel--private placement—purpose: refunding and improvements to healthcare facility.

LC \$5,000,000 City of DeBary, Florida, Stormwater Utility Assessment Revenue Note, Series 2009—acted as lender’s counsel—private placement—purpose: to finance stormwater utility improvements.

LC \$7,000,000 City of Punta Gorda, Revenue Note, Series 2009—acted as lender’s counsel—private placement—purpose: to finance public improvements.

UC \$131,565,000 Solid Waste Authority of Palm Beach County Improvement Revenue Bonds, Series 2008B (NON-AMT)—negotiated sale--acted as underwriter’s counsel—purpose: to finance refurbishment of resource recovery facility.

DC \$94,235,000 Palm Beach County, Florida Public Improvement Revenue Bonds, Series 2008-2—negotiated sale—acted as disclosure counsel—purpose: financing grant and refinancing commercial paper.

BRC \$60,000,000 Broward County Educational Facilities Authority Educational Facilities Revenue Bonds, Series 2008A (Nova Southeastern University Project)—negotiated sale—acted as borrower’s counsel--purpose: to finance educational facilities.

UC \$46,145,000 Broward County, Florida Subordinate Port Facilities Refunding Revenue Bonds, Series 2008—negotiated sale—acted as underwriter’s counsel—purpose: to finance port facilities.

BC \$4,440,000 Griffin Lakes Community Development District, (City of Dania Beach, Florida) Special Assessment Refunding Bonds, Series 2008—negotiated sale--acted as bond counsel— purpose: to refinance infrastructure.

UC \$41,790,000 Village Community Development District No. 8 (Sumter County, Florida) Special Assessment Revenue Bonds, Series 2008—negotiated sale-- acted as underwriter’s counsel—purpose: financing infrastructure.

BC \$3,600,000 Walnut Creek Community Development District Special Assessment Refunding Bonds, Series 2008—negotiated sale--acted as bond counsel—purpose: refinancing infrastructure.

LC Town of Davie, Florida, \$1,825,000 Public Improvement Revenue Refunding Bonds, Series 2008A; \$6,010,000 Public Improvement Revenue Refunding Bonds, Series 2008B; \$7,250,000 General Obligation Refunding Bonds, Series 2008A; and \$1,541,250 General Obligation Refunding Bonds, Series 2008B—private placement--acted as lender’s counsel--purpose: refunding..

RMC Remarketing of \$33,230,000 Housing Finance Authority of Broward County, Florida, Multifamily Housing Revenue Bonds (Cypress Grove Apartments Project) Series 2004A—acted as remarketing agent’s counsel-- purpose: substitution of credit provider

UC \$10,500,000 Housing Finance Authority of Broward County, Florida, Multifamily Housing Revenue Bonds (Driftwood Apartments Project) Series 2008—acted as underwriter’s counsel--purpose: multifamily housing.

BC & DC \$24,745,000 Sunrise Lakes Phase 4 Recreation District, General Obligation and Revenue Refunding and Completion Bonds, Series 2008—negotiated sale--acted as bond counsel and disclosure counsel—purpose: refunding.

BC City of Weston, Florida Not Exceeding \$2,000,000 Promissory Note, Series 2008A, Not Exceeding \$3,000,000 Promissory Note, Series 2008B, Not Exceeding \$1,000,000 Promissory Note, Series 2008C, and Not Exceeding \$4,000,000 Promissory Note, Series 2008D—acted as bond counsel—private placement--purpose: to finance various municipal improvements.

LC \$1,431,878 Community Redevelopment Agency for the Carver Heights/Montclair Area Redevelopment Revenue Note, Series 2008—acted as lender’s counsel—private placement--purpose: To finance infrastructure improvements.

LC \$7,000,000 City of Kissimmee, Florida, Improvement Refunding Revenue Note, Series 2008—acted as lender’s counsel—private placement--purpose: refunding.

BC & LC \$222,000 Portofino Isles Community Development District, Promissory Note, Series 2008—acted as bond counsel and lender’s counsel—private placement--purpose: to finance drainage improvements and working capital.

LC \$10,000,000 City of Miramar, Florida, Capital Improvement Revenue Note, Series 2008—acted as lender’s counsel—private placement--purpose: to finance park improvements

LC Not to Exceed \$150,000 Park Place Community Development District Taxable Revolving Line of Credit Draw Note, Series 2008—acted as lender’s counsel—private placement--purpose: working capital.

RMC Remarketing of \$5,700,000 Housing Finance Authority of Palm Beach County, Florida, Multifamily Housing Revenue Bonds, Series 1999A (Azalea Place Apartments Project) Series 2004A—acted as remarketing agent’s counsel--purpose: substitution of credit provider.

BC & LC Riverwood Community Development District \$1,221,104.87 Special Assessment Revenue Refunding Bonds (Series 2007A); \$5,610,000 Special Assessment Revenue Refunding Bonds (Series 2007B); and \$1,020,000 Sewer System Revenue Refunding Bonds (Series 2007)--acted as bond counsel and lender’s counsel—private placement--purpose: refunding.

LC \$2,360,000 Town of Pembroke Park Sewer Revenue Bond Anticipation Note; Purpose of Issue: Sewer System Improvements—acted as lender’s counsel—purpose: water and sewer improvements.

BC & LC \$4,000,000 City of Oakland Park, Florida, Promissory Note, Series 2007---private placement—acted as bond counsel and lender’s counsel- purpose of issue: public safety.

BC & LC \$100,000 Waterchase Community Development District Taxable Note, Series 2007-- --acted as bond counsel and lender’s counsel-- purpose of issue: working capital

BC \$8,302,497 City of Lauderdale Lakes, Florida, General Obligation Bonds, Series 2007—acted as bond counsel—purpose:-- various capital projects.

BC & LC \$150,000 Arbor Greene Community Development District Revenue Bonds, Series 2007—acted as bond counsel and lender’s counsel—private placement—purpose: working capital.

LC \$20,435,000 City of Callaway, Florida, Capital Improvement Revenue Bonds, Series 2007 (Special Capital Extension Project)—negotiated sale—acted as lender’s counsel—purpose utility system expansion.

BC \$7,335,000 Palm Beach County, Florida, Variable Rate Demand Revenue Bonds (Comprehensive Community Care Network, Inc. Project), Series 2006—acted as bond counsel—private placement—purpose: financing healthcare facilities.

BC & DC \$8,165,000 City of Lauderdale, Florida Water and Sewer Refunding Revenue Bonds, Series 2007—acted as bond counsel and disclosure counsel—negotiated sale--purpose: refunding.

BC \$10,000,000 City of Lauderdale, Florida Tax-Exempt Revolving Line of Credit Loan—acted as bond counsel—purpose: financing residential rental units.

BC \$98,080,000 Palm Beach County, Florida Public Improvement Revenue Refunding Bonds, Series 2007C (Biomedical Research Park Project)—acted as bond counsel—negotiated sale--purpose: financing biomedical research facilities.

BC \$2,582,647.82 Palm Beach County, Florida Public Improvement Revenue Refunding Bonds, Series 2007A (Biomedical Research Park Project) and \$5,180,948.82 Taxable Public Improvement Revenue Refunding Bonds, Series 2007B (Biomedical Research Park Project)—acted as bond counsel—negotiated sale---purpose: financing biomedical research facilities.

BC & DC \$43,255,000 Coral Springs Improvement District Subordinate Water and Sewer Revenue Bonds, Series 2007—acted as bond counsel and disclosure counsel—negotiated sale--purpose: to finance water and sewer improvements.

BC & DC \$13,480,000 City of Lauderdale, Florida Certificates of Participation (City Hall Project), Series 2007—acted as bond counsel and disclosure counsel—negotiated sale--purpose: to finance municipal complex.

UC \$2,450,000 Gateway Services Community Development District (Lee County, Florida) Second Assessment Area—Phase One Water Management Benefit Tax Refunding Bonds, Series 2007—negotiated sale--acted as underwriter's counsel—purpose: refunding.

UC \$3,395,000 Homestead 50 Community Development District (City of Homestead, Florida) Special Assessment Bonds, Series 2007A and \$1,515,000 Special Assessment Bonds, Series 2007B—acted as underwriter's counsel—negotiated sale--purpose: to finance infrastructure.

UC \$9,950,000 Treeline Preserve Community Development District (City of Fort Myers, Florida) Special Assessment Bonds, Series 2007A—acted as underwriter's counsel—negotiated sale--purpose: to finance infrastructure.

UC \$40,000,000 City of Hollywood, Florida Community Redevelopment Agency Redevelopment Revenue Bonds (Beach CRA), Series 2007—acted as underwriter's counsel—negotiated sale--purpose: to finance infrastructure.

UC \$2,390,000 Islands at Doral Townhomes Community Development District (City of Doral, Florida) Special Assessment Bonds, Series 2007A—acted as underwriter's counsel—negotiated sale--purpose: to finance infrastructure.

UC \$4,085,000 Falcon Trace Community Development District (Orange County, Florida) Special Assessment Refunding Bonds, Series 2007—acted as underwriter’s counsel—negotiated sale--purpose: refunding.

UC \$11,075,000 Waterchase Community Development District (Hillsborough County, Florida) Capital Improvement Revenue Refunding Bonds, Series 2007—acted as underwriter’s counsel—negotiated sale--purpose: to finance infrastructure.

UC \$45,440,000 Village Community Development District No. 6 (Sumter County, Florida) Special Assessment Revenue Bonds, Series 2007—acted as underwriter’s counsel—negotiated sale--purpose: to finance infrastructure.

UC Madeira Community Development District (City of St. Augustine, Florida) \$18,545,000 Special Assessment Revenue Bonds, Series 2007A and \$26,455,000 Special Assessment Revenue Bonds, Series 2007B—acted as underwriter’s counsel—negotiated sale--purpose: to finance infrastructure.

BC Palm Beach County, Florida Taxable Public Improvement Revenue Bond Anticipation Notes (Convention Center Hotel Project), Series 2007—acted as bond counsel—negotiated sale--purpose: refinance acquisition of convention center hotel site.

BC City of Weston, Florida Not Exceeding \$10,000,000 Promissory Note, Series 2007—acted as bond counsel—private placement--purpose: to finance various municipal improvements.

UC \$7,240,000 Channing Park Community Development District (Hillsborough County, Florida) Capital Improvement Revenue Bonds, Series 2007—acted as underwriter’s counsel—negotiated sale--purpose: to finance infrastructure.

UC \$13,345,000 Northern Palm Beach County Improvement District Water Control and Improvement Refunding Bonds, Unit of Development No. 43, Series 2007B—acted as underwriter’s counsel—negotiated sale--purpose: refunding.

BC & LC Not to Exceed \$10,000,000 Lauderdale Lakes Community Redevelopment Agency Taxable Tax Increment Revolving Draw Note, Series 2007—acted as bond counsel and lender’s counsel—private placement--purpose: to finance community redevelopment projects.

BC & LC \$2,300,000 City of Hollywood, Florida, Promissory Note, Series 2007—acted as Bond Counsel and Lender’s Counsel—acted as bond counsel and lender’s counsel--private placement--purpose: emergency repairs.

BC & LC \$150,000 Panther Trace Community Development District (Hillsborough County, Florida) Taxable Line of Credit Draw Note, Series 2006—acted as bond counsel and lender’s counsel—negotiated sale--purpose: working capital.

BC \$61,415,000 Sarasota National Community Development District (Sarasota County, Florida) Special Assessment Bonds, Series 2007—acted as bond counsel—negotiated sale--purpose: to finance infrastructure.

BC & LC \$150,000 Park Place Community District (Hillsborough County, Florida) Taxable Revenue Anticipation Note, Series 2006—acted as bond counsel and lender’s counsel—private placement—purpose: working capital.

UC \$5,170,000 Vista Community Development District (Palm Beach County, Florida) Special Assessment Bonds, Series 2006—acted as underwriter’s counsel—negotiated sale—purpose: financing infrastructure.

BC \$16,300,600 Palm Beach County, Florida Public Improvement Revenue Bond Anticipation Notes (Biomedical Research Park Project), Series 2006—acted as bond counsel—purpose: financing biomedical research project.

BC \$33,840,000 Clearwater Cay Community Development District (City of Clearwater, Florida) Capital Improvement Revenue Bonds, Series 2006A—acted as bond counsel—negotiated sale--purpose: financing infrastructure

UC \$14,385,000 Northern Palm Beach County Improvement District Water Control and Improvement Refunding Bonds, Consolidated Units of Development No. 5C, 5D, 11 and 45 Series 2006—acted as underwriter’s counsel—negotiated sale—purpose: refunding.

BC & DC \$5,000,000 City of Lauderhill, Florida Water and Sewer Revenue Bonds, Series 2006—acted as bond counsel and disclosure counsel—negotiated sale--purpose: to finance improvements to utility system.

BC& DC North Springs Improvement District \$6,930,000 Special Assessment Bonds, Series 2006A (Heron Bay North Assessment Area) and \$2,165,000 Special Assessment Bonds, Series 2006B (Heron Bay North Assessment Area)—acted as bond counsel and disclosure counsel—negotiated sale—purpose: financing infrastructure.

LC \$750,000 Town of Golden Beach, Florida Capital Improvement Revenue Note Series 2006—acted as lender’s counsel—private placement—purpose: land acquisition.

LC Reissuance of \$16,000,000 Martin County Industrial Development Authority Industrial Development Revenue Bond (Saint Michael’s Independent School, Inc. Project), Series 2005—acted as lender’s counsel—private placement—purpose: reissuance.

UC \$5,100,000 Lee County Industrial Development Authority (Florida) Variable Rate Demand Utility System Revenue Bonds, Series 2006 (North Fort Myers Utility, Inc. Project)—acted as counsel to underwriter and letter of credit provider—negotiated sale—purpose: utility system improvements.

LC \$4,322,000 City of Wildwood, Florida, Water and Sewer Revenue Note, Series 2006—acted as lender’s counsel—private placement—purpose: utility system improvements.

UC \$5,560,000 Housing Finance Authority of Broward County, Florida Variable Rate Demand Multifamily Housing Revenue Bonds, Series 2006 (Palms of Deerfield Beach Apartments)—acted as underwriters’ counsel—negotiated sale—purpose: multifamily housing.

LC \$16,230,00 City of West Palm Beach, Florida, Capital Improvement Revenue Refunding Note, Series 2006—acted as lender’s counsel—private placement—purpose: refunding.

BC \$1,466,640 City of Dania Beach, Florida, Promissory Note, Series 2006—acted as bond counsel and lender’s counsel—negotiated sale—purpose: capital improvements.

LC \$1,856,500 City of West Palm Beach, Florida, Communication System Note, Series 2006—acted as lender’s counsel—private placement—purpose: communication equipment.

SC \$6,700,000 Sunshine Water Control District Capital Improvement and Maintenance Notes, Series 2006—acted as special counsel to the issuer—negotiated sale—purpose: waterway improvements.

LC \$15,000,000 Solid Waste Authority of Palm Beach County Subordinated Revenue, Series 2006—acted as lender’s counsel—private placement—purpose: hurricane cleanup.

BC \$50,000,000 Palm Beach County, Florida, General Obligation Bonds (Waterfront Access), Series 2006—acted as bond counsel—negotiated sale—purpose: waterfront access.

BC \$8,415,000 Boca Raton Housing Authority First Lien Mortgage Housing Revenue Refunding Bonds (Banyan Place Senior Apartments), Series 2006—acted as bond counsel—negotiated sale—purpose: refunding.

UC \$16,500,000 Town of Davie, Florida General Obligation Bonds, Series 2006—acted as underwriter’s counsel—negotiated sale—purpose: financing various public improvements.

UC Waterford Estates Community Development District (Charlotte County, Florida) \$5,900,000 Special Assessment Bonds, Series 2006A and \$6,895,000 Special Assessment Bonds, Series 2006B—acted as underwriter’s counsel—negotiated sale—purpose: financing infrastructure.

BC \$850,000 Cypress Cove Community Development District (City of Margate, Florida) Special Assessment Bonds, Series 2006—acted as bond counsel—private placement—purpose: financing infrastructure.

UC \$17,665,000 Brooks of Bonita Springs II Community Development District (Lee County, Florida) Capital Improvement Revenue Refunding Bonds, Series 2006—acted as underwriter’s counsel—negotiated sale—purpose: financing infrastructure.

UC \$11,775,000 Brooks of Bonita Springs Community Development District (Lee County, Florida) Capital Improvement Revenue Refunding Bonds, Series 2006—acted as underwriter’s counsel—negotiated sale—purpose: refinancing existing debt.

BC City of Lauderdale, Florida \$10,000,000 Taxable Revolving Line of Credit Loan and \$10,000,000 Tax Exempt Revolving Line of Credit Loan—acted as co-bond counsel—private placement—purpose: financing various public improvements.

UC \$79,515,000 Quarry Community Development District (Collier County, Florida) Special Assessment Bonds, Series 2006B—acted as underwriter’s counsel—negotiated sale—purpose: financing infrastructure.

UC \$49,920,000 Monterra Community Development District (Cooper City, Florida) Special Assessment Bonds, Series 2006B—acted as underwriter’s counsel—negotiated sale—purpose: financing infrastructure.

BRC \$99,790,000 Broward County Educational Facilities Authority Educational Facilities Revenue Bonds, Series 2006 (Nova Southeastern University Project)—negotiated sale—purpose: to finance educational facilities.

BC Palm Beach County, Florida \$69,080,000 Airport System Revenue Bonds, Series 2006A and \$16,855,000 Airport System Taxable Revenue Refunding Bonds, Series 2006B—acted as bond counsel—negotiated sale—purpose: financing parking garage and refinancing existing debt.

BC & DC City of Pompano Beach, Florida \$5,410,000 Water and Sewer Refunding Revenue Bonds, Series 2006A and \$35,915,000 Water and Sewer Refunding Revenue Bonds, Series 2006B—acted as disclosure & bond counsel—competitive sale—purpose: refinancing existing debt.

UC \$11,970,000 Hamal Community Development District (West Palm Beach, Florida) Special Assessment Refunding and Improvement Bonds, Series 2006A—acted as underwriter’s counsel—negotiated sale—purpose: financing infrastructure.

UC Wentworth Estates Community Development District (Collier County, Florida) \$38,145,000 Special Assessment Bonds, Series 2006A and \$26,315,000 Special Assessment Bonds, Series 2006B—acted as underwriter’s counsel—negotiated sale—purpose: financing infrastructure.

UC Verano Center Community Development District (City of Port St. Lucie, Florida) \$17,045,000 Special Assessment Bonds, Series 2006B (District No. 1 Infrastructure Projects)—acted as underwriter’s counsel—negotiated sale—purpose: financing infrastructure.

UC Verano Center Community Development District (City of Port St. Lucie, Florida) \$18,660,000 Special Assessment Bonds, Series 2006A (Community Infrastructure Projects) and

\$20,075,000 Special Assessment Bonds, Series 2006B (Community Infrastructure Projects)—acted as underwriter’s counsel—negotiated sale—purpose: financing infrastructure.

BC Not Exceeding \$8,000,000 Palm Beach County, Florida, Airport System Subordinated Indebtedness, Series 2006—acted as bond counsel—private placement—purpose: financing emergency repairs and airport improvements.

BC City of Lauderdale, Florida \$10,000,000 Capital Improvement Revenue Notes, Series 2006 (Emergency Repair Projects)—acted as co-bond counsel—private placement—purpose: financing emergency repairs.

UC \$89,570,000 Village Community Development District No. 7 (Sumter County, Florida) Special Assessment Revenue Bonds, Series 2006—acted as underwriter’s counsel—negotiated sale—purpose: financing infrastructure.

UC \$20,000,000 Vizcaya in Kendall Community Development District (Miami-Dade County, Florida) Bond Anticipation Notes, Series 2005—acted as underwriter’s counsel—negotiated sale—purpose: financing infrastructure.

UC \$19,000,000 Renaissance Commons Community Development District (City of Boynton Beach, Florida) Special Assessment Bonds, Series 2005A—acted as underwriter’s counsel—negotiated sale—purpose: financing infrastructure.

BC & DC North Springs Improvement District (Broward County, Florida) \$20,955,000 Special Assessment Bonds, Series 2005A-1 (Parkland Golf and Country Club Assessment Area) and \$4,190,000 Special Assessment Bonds, Series 2005B-1 (Parkland Golf and Country Club Assessment Area)—acted as bond counsel and disclosure counsel—negotiated sale—purpose: financing infrastructure.

BC & DC North Springs Improvement District (Broward County, Florida) \$4,730,000 Special Assessment Bonds, Series 2005A-2 (Parkland Golf and Country Club Assessment Area A) and \$915,000 Special Assessment Bonds, Series 2005B-2 (Parkland Golf and Country Club Assessment Area A)—acted as bond counsel and disclosure counsel—negotiated sale—purpose: financing infrastructure.

BC & DC North Springs Improvement District (Broward County, Florida) \$2,925,000 Water Management Refunding Bonds, Series 2005A and \$6,365,000 Water Management Bonds, Series 2005B)—acted as bond counsel and disclosure counsel—negotiated sale—purpose: financing water management improvements.

BC \$30,650,000 Clearwater Cay Community Development District (City of Clearwater, Florida) Bond Anticipation Notes, Series 2005—acted at bond counsel—negotiated sale—purpose: financing infrastructure.

UC \$53,085,000 Sumter Landing Community Development District Recreational Revenue Bonds, Series 2005A and \$11,915,000 Sumter Landing Community Development District

Subordinate Recreational Revenue Bonds, Series 2005B—acted as underwriter’s counsel—negotiated sale—purpose: financing recreational facilities.

UC The Quarry Community Development District (Collier County, Florida) \$57,850,000 Special Assessment Bonds, Series 2005A-1 and \$18,345,000 Special Assessment Bonds, Series 2005A-2—acted as underwriter’s counsel—negotiated sale—purpose: financing infrastructure.

BC The Hammocks Community Development District (City of Tampa, Florida) \$6,020,000 Special Assessment Bonds, Series 2005A and \$3,195,000 Special Assessment Bonds, Series 2005B—acted as bond counsel—negotiated sale—purpose: financing infrastructure.

UC \$295,240,000 Miami Dade County, Florida Water and Sewer System Revenue Refunding Variable Rate Demand Bonds, Series 2005—acted as underwriter’s counsel—negotiated sale—purpose: refinancing existing debt.

BC \$13,028,760 Palm Beach County, Florida Public Improvement Revenue Bonds, Series 2005 (Florida Atlantic University Laboratory and Research Facility Project)—acted as bond counsel—private placement issue—purpose: to finance construction costs of laboratory and research facility.

UC Copper Oaks Community Development District \$3,670,000 Special Assessment Bonds, Series 2005A and \$1,625,000 Special Assessment Bonds, Series 2005B—acted as underwriter’s counsel—negotiated sale—purpose: financing infrastructure.

BC \$35,000,000 City of Lauderhill, Florida General Obligation Bonds, Series 2005—acted as bond counsel—competitive sale—purpose: to finance various improvements.

BC Palm Beach County, Florida \$133,935,000 Public Improvement Revenue Bonds, Series 2005A (Biomedical Research Park Project)—acted as bond counsel—negotiated sale—purpose: to refinance existing indebtedness.

UC Monterra Community Development District (Cooper City, Florida) \$32,000,000 Special Assessment Bonds, Series 2005A and \$47,465,000 Special Assessment Bonds, Series 2005B—acted as underwriter’s counsel—negotiated sale—purpose: financing infrastructure.

UC \$35,500,000 Monterra Community Development District Bond Anticipation Notes, Series 2005—acted as underwriter’s counsel—negotiated sale—purpose: financing infrastructure.

BC \$10,500,000 Palm Beach County, Florida Taxable Public Improvement Revenue Bond Anticipation Notes, Series 2005 (Convention Center Hotel Project)—acted as bond counsel—negotiated sale—purpose: to finance land acquisition.

BRC \$326,625,000 State of Florida Tampa-Hillsborough County Expressway Authority Revenue Bonds, Series 2005—acted as borrower’s counsel—competitive sale—purpose: financing transportation improvements.

BC City of Lauderhill, Florida \$5,000,000 Water and Sewer Revenue Bonds, Series 2005A and \$3,850,000 Water and Sewer Refunding Revenue Bonds, Series 2005B—acted as bond counsel—competitive sale—purpose: to finance various improvements and to refund outstanding bonds.

BC City of Lauderhill, Florida \$4,645,000 Half-Cent Sales Tax Revenue Refunding Revenue Bonds, Series 2005—acted as bond counsel—competitive sale—purpose: to refund outstanding bonds.

UC \$76,740,000 Broward County, Florida Water and Sewer Utility Revenue Bonds, Series 2005A—acted as underwriter’s counsel—negotiated sale—purpose: to finance utility system improvements.

UC Palma Sola Trace Community Development District (City of Bradenton, Florida) \$4,885,000 Capital Improvement Revenue Bonds Series 2005—acted as underwriter’s counsel—negotiated sale—purpose: financing infrastructure.

BC Palm Beach County, Florida Extension of Maturity Date \$20,000,000 Public Improvement Revenue Bond Anticipation Notes (Biomedical Research Park Project), Series 2004—acted as bond counsel—private placement issue—purpose: financing project.

BC South Bay Community Development District (Hillsborough County, Florida) \$22,755,000 Capital Improvement Revenue Bonds, Series 2005A, \$16,175,000 Capital Improvement Revenue Bonds, Series 2005B-1, and \$18,575,000 Capital Improvement Revenue Bonds, Series 2005B-2—acted as bond counsel—negotiated sale—purpose: to finance infrastructure.

BC \$46,380,000 Indian Trace Development District (City of Weston, Florida) Water Management Special Benefit Assessment Refunding Bonds, Series 2005—acted as bond counsel—purpose: financing infrastructure.

BC Parklands Lee Community Development District (Bonita Springs, Florida) \$6,900,000 Special Assessment Bonds, Series 2005A and \$13,350,000 Special Assessment Bonds, Series 2005B—acted as bond counsel—negotiated sale —purpose: financing infrastructure.

UC Old Palm Community Development District (Palm Beach Gardens, Florida) \$14,815,000 Special Assessment Bonds, Series 2004A and \$11,815,000 Special Assessment Bonds, Series 2004B—acted as underwriter’s counsel—negotiated sale—purpose: financing infrastructure.

UC \$13,790,000 Huntington Community Development District (City of Miramar, Florida) Special Assessment Bonds, Series 2004B—acted as underwriter’s counsel—negotiated sale—purpose: financing infrastructure.

BC Live Oak No. 2 Community Development District, \$9,230,000 Special Assessment Bonds, Series 2004A and \$18,080,000 Special Assessment Bonds, Series 2004B—acted as bond counsel—negotiated sale —purpose: financing infrastructure.

UC \$62,670,000 The Quarry Community Development District (Collier County, Florida) Special Assessment Bond Anticipation Notes, Series 2004—acted as underwriter’s counsel—negotiated sale—purpose: financing infrastructure.

BC \$24,420,305 Palm Beach County, Florida Taxable Public Improvement Revenue Bonds, Series 2004B (Biomedical Research Park Project)—acted as bond counsel—negotiated sale—purpose: to refinance existing indebtedness.

BC \$38,895,000 Palm Beach County, Florida Public Improvement Revenue Bonds, Series 2004A (Biomedical Research Park Project)—acted as bond counsel—negotiated sale—purpose: to refinance existing indebtedness.

BC \$2,000,000 Coral Bay Community Development District (City of Margate, Florida) Special Assessment Bonds, Series 2004—acted as bond counsel—negotiated sale—purpose: financing infrastructure.

UC \$26,835,000 Islands at Doral III Community Development District (Doral, Florida) Special Assessment Bonds, Series 2004A—acted as underwriter’s counsel—negotiated sale—purpose: financing infrastructure.

DC \$72,725,000 Miami Dade County, Florida Capital Asset Acquisition Special Obligation Bonds, Series 2004B—acted as co-disclosure counsel—negotiated sale—purpose: finance various public improvements.

UC \$19,280,000 Broward County, Florida Tourist Development Tax Special Revenue Refunding Bond (Convention Center), Series 2004—acted as underwriter’s counsel—negotiated sale—purpose: refinancing existing bonds.

BRC Broward County Educational Facilities Authority \$24,475,000 Educational Facilities Revenue Bonds, Series 2004A, \$20,000,000 Educational Facilities Revenue Bonds, 2004B and \$35,750,000 Educational Facilities Revenue Bonds, 2004C (Nova Southeastern University, Inc. Project)—acted as special counsel to Nova University—negotiated sale—financing and refinancing educational facilities.

BC \$5,000,000 City of Lauderhill, Florida Stormwater Revenue Bonds, Series 2004—acting as bond counsel—competitive sale—purpose: to finance stormwater improvements.

UC \$6,285,000 The Tampa Palms Open Space and Transportation Community Development District (Tampa, Florida) Capital Improvement Revenue Refunding Bonds, Series 2004 (Area 7 Projects)—acted as underwriter’s counsel—negotiated sale—purpose: to refund outstanding bonds.

UC \$19,135,000 Lakes by the Bay South Community Development District (Miami-Dade County, Florida) Special Assessment Bonds, Series 2004A and \$11,335,000 Lakes by the Bay South Community Development District (Miami-Dade County, Florida) Special Assessment Bonds, Series 2004B—acted as underwriter’s counsel—negotiated sale—purpose: financing infrastructure.

BC \$10,695,000 Meadow Pines Community Development District (Pembroke Pines, Florida) Special Assessment Bonds, Series 2004A—acted as bond counsel—negotiated sale—purpose: financing infrastructure.

UC \$39,425,000 Village Center Community Development District Recreational Revenue Bonds, Series 2004A and \$11,160,000 Village Center Community Development District Subordinate Recreational Revenue Bonds, Series 2004B—acted as underwriter’s counsel—negotiated sale—purpose: financing recreational facilities.

UC \$28,920,000 Refunding Certificates of Participation, Series 2004 Evidencing Undivided Proportionate Interests of the Owners Thereof in Basic Rent Payments to be Made by Broward County, Florida, as Lessee, Pursuant to a Master Lease-Purchase Agreement with the Broward County Commission Governmental Leasing Corporation, as Lessor—acted as underwriter’s counsel—negotiated sale—purpose: refunding outstanding certificates.

UC \$7,250,000 Palm Beach Plantation Community Development District (Palm Beach County, Florida) Special Assessment Bonds, Series 2004A—acted as underwriter’s counsel—negotiated sale—purpose: financing infrastructure.

BC Palm Beach County, Florida \$34,576,915 Public Improvement Revenue Bond Anticipation Notes (Biomedical Research Park Project), Series 2004B and \$22,330,925 Public Improvement Bond Anticipation Notes, Series 2004C (Biomedical Research Park Project)—acted as bond counsel—private placement—purpose: financing land acquisition and infrastructure.

UC \$20,010,000 City of Hollywood, Florida Community Redevelopment Agency Redevelopment Revenue Bonds (Beach CRA) Series 2004—acted as underwriters’ counsel—negotiated sale —purpose: to finance redevelopment improvements.

BC CFM Community Development District (Lee County, Florida) \$27,740,000 Capital Improvement Revenue Bonds, Series 2004A and \$15,200,000 Capital Improvement Revenue Bonds, Series 2004B—acted as bond counsel—negotiated sale—purpose: to finance infrastructure.

BC \$32,000,000 South Bay Community Development District (Hillsborough County, Florida) Bond Anticipation Notes, Series 2004—acted as bond counsel—negotiated sale—purpose: to finance infrastructure.

UC \$70,245,000 Village Community Development District No. 6 (Sumter County, Florida) Special Assessment Revenue Bonds, Series 2004—acted as underwriter’s counsel—negotiated sale —purpose: financing infrastructure.

UC \$19,100,000 City of Port St. Lucie, Florida Local Option Gas Tax Refunding and Improvement Revenue Bonds, Series 2004—acted as underwriter’s counsel—negotiated sale—purpose: refunding outstanding bonds.

BC \$5,370,000 Key Marco Community Development District (Collier County, Florida) Special Assessment Refunding Revenue Bonds, Series 2004—acted as bond counsel—private placement—purpose: financing infrastructure.

BC \$10,000,000 Meadow Pines Community Development District (Pembroke Pines, Florida) Special Assessment Bonds, Series 2003B—acted as bond counsel—negotiated sale —purpose: financing infrastructure.

BC \$62,810,000 Westchester Community Development District No. 1 (St. Lucie County, Florida) Special Assessment Bonds, Series 2003 (Community Infrastructure)—acted as bond counsel—negotiated sale—purpose: financing infrastructure.

UC \$69,820,000 Village Community Development District No. 5 (Sumter County, Florida) Special Assessment Revenue Bonds, Series 2003A and Series 2003B—acted as underwriters’ counsel—negotiated sale—purpose: financing infrastructure.

UC \$1,645,000 Brooks of Bonita Springs II Community Development District (Lee County, Florida) Capital Improvement Revenue Bonds, Series 2003A—acted as underwriters’ counsel—negotiated sale—purpose: financing infrastructure.

UC \$24,475,000 Town of Davie, Florida Variable Rate Demand Revenue Bonds (the United Jewish Community of Broward County, Inc. Project), Series 2003—acted as underwriter’s counsel—negotiated sale—purpose: financing various projects.

UC \$3,460,000 Spicewood Community Development District (Miami-Dade County, Florida) Special Assessment Bonds, Series 2003A—acted as underwriters’ counsel—negotiated sale—purpose: financing infrastructure.

BC \$5,000,000 City of Lauderdale, Florida (Broward County) Half Cent Sales Tax Revenue Bonds, Series 2003—acted as bond counsel—competitive sale—purpose: to finance various improvements.

BC \$6,525,000 Palm Beach County, Florida Public Improvement Recreation Facilities Revenue Refunding Bonds, Series 2003—acted as bond counsel—negotiated sale—purpose: to refund outstanding bonds.

BRC \$5,165,000 First Presbyterian Continuing Church of Coral Springs First Mortgage Bonds, 2003 Series—acted as special counsel

BC \$3,600,000 South Broward Drainage District Special Assessment Bonds, Series 2003—acted as bond counsel—negotiated sale—purpose: financing drainage.

UC \$45,860,000 Broward County, Solid Waste System Revenue Refunding Bonds, Series 2003A and Series 2003B—acted as underwriters counsel—negotiated sale—purpose: refunding outstanding bonds.

UC \$86,400,000 Village Center Community Development District Utility Revenue Bonds, Series 2003—acted as underwriters counsel—negotiated sale—purpose: financing utility improvements.

UC \$26,305,000 Town of Davie, Florida Water and Sewer Revenue Refunding Bonds, Series 2003—acted as underwriters counsel—negotiated sale—purpose: refunding outstanding bonds.

UC \$2,020,000 Village Community Development District No. 1 (Sumter County, Florida) Special Assessment Revenue Refunding Bonds, Series 2003A and Series 2003B—acted as underwriters' counsel—negotiated sale—purpose: to finance infrastructure.

BC \$30,435,000 Live Oak No. 1 Community Development District Special Assessment Bonds, Series 2003A and Series 2003B—acted as bond counsel—negotiated sale—purpose: financing infrastructure.

BC \$16,730,000 CFM Community Development District (Lee County, Florida) Bond Anticipation Notes, Series 2003—acted as bond counsel—negotiated sale—purpose: financing infrastructure.

UC \$99,370,000 Broward County, Florida Water and Sewer Utility Revenue Refunding Bonds, Series 2003B—negotiated sale—acted as underwriters' counsel—purpose: to refund outstanding bonds.

UC \$87,360,000 Broward County, Florida Airport System Revenue Refunding Bonds, Series 2003K—negotiated sale—acted as underwriters' counsel—purpose: to refund outstanding bonds.

UC \$13,915,000 Housing Finance Authority of Broward County, Florida Multifamily Housing Revenue Bonds (Harbour Cove Apartments Project), Series 2003—negotiated sale—acted as underwriters' counsel—purpose: to finance housing project.

UC \$29,315,000 City of Key West, FL, Sewer System Refunding Revenue Bonds, Series 2003—negotiated sale—acted as underwriter's counsel—purpose: refunding.

UC \$3,815,000 Gateway Community Development District (Lee County, Florida) Water and Sewer Refunding Revenue Bonds, Series 2003—negotiated sale—acted as underwriter's counsel—purpose: to refund outstanding bonds.

BC \$9,330,000 Indian Trace Development District (City of Weston, Florida) Special Assessment Bonds, Series 2003 (Isles at Weston Project)—acted as bond counsel—purpose: financing infrastructure.

BC \$28,875,000 Westchester Community Development District Bond Anticipation Notes, Series 2003—acted as bond counsel—purpose: financing infrastructure.

BC \$6,325,000 Vizcaya Community Development District (City of Miramar, Florida) Special Assessment Bonds, Series 2003B—acted as bond counsel—purpose: financing infrastructure.

UC \$8,160,000 St. Johns Forest Community Development District (St. Johns County, Florida) Capital Improvement Revenue Bonds, Series 2003A and \$825,000 St. Johns Forest Community Development District (St. Johns County, Florida) Capital Improvement Revenue Bonds, Series 2003B—negotiated sale—acted as underwriter’s counsel—purpose to finance infrastructure.

UC \$13,145,000 Mediterra South Community Development District (Collier County, Florida) Capital Improvement Revenue Bonds, Series 2003A and Series 2003B—negotiated sale—acted as underwriter’s counsel—purpose to finance infrastructure.

DC \$7,965,000 Leon County, Florida Capital Improvement Revenue Bonds, Series 2003A and \$12,465,000 Taxable Capital Improvement Revenue Bonds, Series 2003B—acted as disclosure counsel—negotiated sale—purpose: to finance various capital improvements.

UC \$9,250,000 Sumter County Industrial Development Authority, Industrial Development Revenue Bonds, Series 2003 (North Sumter Utility Company, LLC Project)—acted as underwriter’s counsel—negotiated sale—purpose: to finance utilities.

UC \$34,160,000 Sumter Landing Community Development District (Sumter County, Florida) Special Assessment Revenue Bonds, Series 2003—acted as underwriter’s counsel—negotiated sale—purpose: to finance infrastructure.

DC Miami Dade County, Florida \$294,405,000 Aviation Revenue Bonds, Series 2003A, \$60,015,000 Aviation Revenue Refunding Bonds, Series 2003B, \$21,440,000 Aviation Revenue Refunding Bonds, Series 2003C, \$84,370,000 Aviation Revenue Refunding Bonds, Series 2003D, \$139,770,000 Auction Rate Aviation Revenue Refunding Bonds, Series 2003E—acted as disclosure counsel—negotiated sale—purpose to refund outstanding bonds.

DC \$90,455,000 Miami Dade County, Florida Fixed Rate Special Obligations Bonds, Series 2003A and Auction Rate Special Obligation Bonds, Series 2003B (Juvenile Courthouse Project)—acted as disclosure counsel—negotiated sale—purpose: to finance juvenile courthouse improvements.

UC \$38,150,000 Gateway Services Community Development District Special Assessment Bonds (Sun City Center Fort Myers Project), Series 2003A and Series 2003B—acted as underwriter’s counsel—negotiated sale—purpose: to finance infrastructure.

UC \$64,255,000 Village Center Community Development District (Lake County, Florida) Recreational Revenue Bonds, Series 2003A and Subordinate Recreational Revenue Bonds, Series 2003B—acted as underwriter’s counsel—negotiated sale—purpose: to finance recreational facilities.

UC \$104,630,000 Broward County, Florida Water and Sewer Utility Revenue and Refunding Revenue Bonds, Series 2003—acted as underwriter’s counsel—negotiated sale—purpose: to refund outstanding bonds.

UC \$930,000 Village Community Development District No. 4 (Marion County, Florida) Special Assessment Revenue Bonds, Series 2003—acted as underwriter’s counsel—negotiated sale—purpose: to finance infrastructure.

BC \$4,730,000 Griffin Lakes Community Development District, Special Assessment Bonds, Series 2002A – acted as bond counsel – negotiated sale – purpose: to finance infrastructure.

UC \$13,900,000 Sumter County Industrial Development Authority, Industrial Development Revenue Bonds, Series 2002 (North Sumter Utility Company Bonds, Series 2002—negotiated sale—acted as underwriter’s counsel – purpose: to finance infrastructure.

UC \$7,380,000 Bella Terra Community Development District (Village of Royal Palm Beach, Florida) Special Assessment Bonds, Series 2002—negotiated sale—acted as underwriter’s counsel—purpose: to finance infrastructure.

BC \$9,120,000 Coral Springs Improvement District, General Obligation Water and Sewer Revenue Refunding Bonds, Series 2002—acted as bond counsel

BC \$15,125,000 Coral Springs, Water and Sewer Revenue Refunding Bonds, Series 2002—acted as bond counsel

DC \$7,500,000 Broward County Educational Facilities Authority Educational Facilities Revenue Bonds, Series 2002A (Nova Southeastern University, Inc. Project) – acted as bond counsel to Nova University – negotiated sale – purpose: to finance educational facilities.

UC \$1,485,000 Hypoluxo/Haverhill Community Development District (Palm Beach County, FL) Special Assessment Bonds, Series 2002A – negotiated sale--acted as underwriter’s counsel—purpose: to finance infrastructure.

UC \$60,535,000 Village Community Development District No. 5 Special Assessment Revenue Bonds, Series 2002A and Series 2002B—negotiated sale--acted as underwriter’s counsel—purpose: to finance infrastructure.

UC \$12,740,000 Village Community Development District No. 4 Special Assessment Bonds, Series 2002—negotiated sale--acted as underwriter’s counsel—negotiated sale—purpose: to finance infrastructure

UC \$8,725,000 Village Community Development District No. 3 Special Assessment Revenue Bonds, Series 2002—negotiated sale--acted as underwriter’s counsel—purpose: to finance infrastructure

UC \$6,565,000 Briger Community Development District Special Assessment Bonds, Series 2002A and 2002B—negotiated sale--acted as underwriter’s counsel—negotiated sale—purpose: to finance infrastructure.

BC \$9,965,395 Indian Trace Development District Promissory Note, Series 2002A and 2002B—acted as bond counsel—negotiated sale—purpose: to finance educational facilities.

BC \$42,000,000 City of Pompano Beach, Florida Water and Sewer Refunding Revenue Bonds, Series 2001—acted as bond counsel—competitive sale—purpose: advance refunding.

UC \$32,510,000 City of Miami, Florida General Obligation Refunding Bonds, Series 2002A—acted as underwriter’s counsel—negotiated sale—purpose: to refund outstanding general obligation bonds.

BC \$12,790,000 Bonaventure Development District (Weston, Florida) Special Assessment Bonds, Series 2002– acted as bond counsel – negotiated sale – purpose: to finance infrastructure.

BC \$11,450,000 Vizcaya Community Development District (City of Miramar, Florida) Special Assessment Bonds, Series 2001—acted as bond counsel—negotiated sale—purpose: financing infrastructure.

UC \$179,710,000 Broward County School District Certificates of Participation, Series 2001B—acted as underwriter’s counsel—negotiated sale—purpose: to finance educational facilities.

UC \$135,135,000 Broward County, Florida General Obligation Bonds, Series 2001A—acted as underwriters’ counsel—negotiated sale—purpose: to finance library projects.

UC \$146,620,000 Broward County, Florida General Obligation Refunding Bonds, Series 2001B—acted as underwriters’ counsel—negotiated sale—purpose: to refund general obligation bonds.

UC \$1,555,000 Brooks of Bonita Springs Community Development District (Lee County, Florida) Capital Improvement Revenue bonds, Series 2001 – acted as underwriter’s counsel.

UC \$21,960,000 Vasari Community Development District Special Assessment Bonds, Series 2001A and 2001B—acted as underwriter’s counsel—negotiated sale—purpose: to finance infrastructure.

UC \$20,545,000 Waterchase Community Development District (Hillsborough County, FL) Special Assessment Bonds, Series 2001A and 2001B—acted as underwriter’s counsel—negotiated sale—purpose: to finance infrastructure.

UC \$18,200,000 Mediterra North Special Assessment Bonds, Series 2001A and \$1,830,000 Series 2001B—acted as underwriter’s counsel—negotiated sale—purpose: to finance infrastructure.

UC \$5,585,000 Mediterra South Community Development District (Collier County, Florida) Capital Improvement Revenue Bonds, Series 2001 – negotiated sale--acted as underwriter’s counsel—purpose: to finance infrastructure.

UC \$11,605,000 Hamal Community Development District Special Assessment Bonds, Series 2001—acted as underwriter’s counsel—negotiated sale—purpose: to finance infrastructure.

BC \$1,320,000 Indian Trace Development District (Weston, Florida) Special Assessment Note, Series 2001—acted as bond counsel—negotiated sale—purpose: to finance infrastructure

BC \$2,800,000 Town of Southwest Ranches Promissory Note—acted as bond counsel to bank lender—negotiated sale—purpose: to finance land acquisition.

BC \$20,995,000 Parklands West Community Development District (Bonita Springs, FL) Special Assessment Bonds, Series 2001A and Series 2001B – acted as bond counsel—negotiated sale—purpose: to finance infrastructure

BC \$3,035,000 City of Lauderhill, Florida Water and Sewer Refunding Revenue Bonds, Series 2001 – acted as bond counsel—competitive sale—purpose: current refunding.

BC \$80,705,000 Palm Beach County, Florida Public Improvement Revenue Bonds, Series 2001 (Convention Center Project) – acted as bond counsel – negotiated sale – purpose: to finance new county convention center.

BC \$5,000,000 City of Lauderhill, Florida Half-Cent Sales Tax Revenue Bonds, Series 2001 – acted as bond counsel – negotiated sale – purpose: to finance infrastructure.

UC \$11,625,000 Housing Finance Authority of Broward County, Florida Multi-Family Housing Revenue Bonds (Pembroke Villas Project), Series 2001A and Series 2001B – acted as underwriters’ counsel – negotiated sale – purpose: financing housing development.

UC \$38,464,000 Village Center Community Development District (Lake County, FL) Recreational Revenue Bonds, Series 2001A and 2001B – acted as underwriter’s counsel – negotiated sale – purpose: financing recreational facilities.

UC \$8,725,000 Village Community Development District No. 3 Special Assessment Bonds, Series 2001 – acted as underwriter’s counsel – negotiated sale – purpose: financing infrastructure.

BC \$14,285,000 Harbour Lake Estates Community Development District Special Assessment Bonds, Series 2001 – acted as bond counsel – negotiated sale – purpose: to finance infrastructure.

UC \$8,500,000 Marion County Industrial Development Authority Industrial Development Revenue Bonds, Series 2000 (Little Sumter Utility Company Project) – acted as underwriter’s counsel—negotiated sale—purpose: to finance infrastructure

DC \$20,000 City of Tampa, Florida Variable Rate Demand Revenue Bonds (Tampa Preparatory School, Inc. Project) Series 2000—acted as borrower’s counsel—purpose: finance educational facilities.

UC \$28,465,000 St. Lucie West Services District (Port St. Lucie, Florida) Utility Revenue Bonds, Series 2000 (Senior Lien) and \$9,855,000 (Subordinate Lien)—negotiated sale—acted as underwriter’s counsel—purpose: to finance utility improvements

UC \$4,640,000 The Crossings at Fleming Island Community Development District (Clay County, Florida) Special Assessment and Special Assessment Refunding Bonds, Series 2000A, \$20,215,000 Series 2000B, and \$48,855,000 Series 2000C—negotiated sale—purpose: to refund outstanding bonds and finance infrastructure.

LC \$7,000,000 Housing Finance Authority of Hillsborough County Multifamily Housing Revenue Bonds (Clipper Cove Apartments Project) Series 2000A and \$685,000 Series 2000B—acted as lender’s counsel – negotiated sale—purpose: financing housing.

BC \$20,000,000 City of Tampa, Florida Variable Rate Demand Revenue Bonds (Tampa Preparatory School, Inc. Project), Series 2000 – acted as bond counsel to Tampa Preparatory School) – public sale – purpose: to finance school expansion.

DC \$11,500,000 Broward County Educational Facilities Authority Educational Facilities Revenue Bonds, Series 2000A (Nova Southeastern University Project) and \$17,175,000 Broward County Educational Facilities Authority Educational Facilities Revenue Bonds, Series 2000B (Nova Southeastern University Project) – acted as bond counsel to Nova University – public sale – purpose: to finance educational facilities.

BC \$10,000,000 Downtown Development Authority Of The City of Fort Lauderdale, Florida, General Obligation Bonds, Series 2000 - acted as bond counsel - private placement - purpose: to finance Capital Improvements.

BC \$12,895,000 Walnut Creek Community Development District Special Assessment Bonds, Series 2000A and 2000B - acted as bond counsel - negotiated sale - purpose: financing capital projects.

BC \$5,000,000 City of Lauderhill, Florida Water and Sewer Revenue Bonds, Series 2000 - acted as bond counsel - competitive sale—purpose: to finance improvements to utility system.

BC \$42,410,000 City of Pompano Beach, Florida Water and Sewer Revenue Bonds, Series 2000 - acted as bond counsel - competitive sale - purpose: to finance improvements to utility system.

UC \$11,175,000 Housing Finance Authority of Broward County, Florida, Multifamily Housing Revenue Bonds (Chaves Lake Apartments Project), Series 2000A, \$700,000 Taxable Multifamily Housing Revenue Bonds, Series 2000B - acted as underwriter's counsel - negotiated sale - purpose: to finance housing improvements.

UC \$7,850,000 Maple Ridge Community Development District Special Assessment Bonds, Series 2000 - acted as underwriter's counsel - negotiated sale - purpose: financing infrastructure.

UC \$14,600,000 Village Community Development District No. 4 (Marion County, Florida) Special Assessment Revenue Bonds, Series 2000 - acted as underwriter's counsel - negotiated sale - purpose: financing infrastructure.

UC \$19,055,00 The Brooks Of Bonita Springs II Community Development District (Lee County, Florida) Capital Improvement Revenue Bonds, Series 2000A and \$25,025,000 Capital Improvement Revenue Bonds, Series 2000B - acted as underwriter's counsel - negotiated sale - purpose: financing infrastructure.

UC \$19,900,000 Housing Finance Authority of Broward County, Florida, Multifamily Variable Rate Demand Housing Revenue Refunding Bonds (Reflections Apartments Project) Series 1999 - acted as underwriter's counsel - negotiated sale - purpose: to finance housing improvements.

UC \$11,415,000 Mediterra South Community Development District (Collier County, Florida) Capital Improvement Revenue Bonds, Series 1999A and \$19,080,000 Capital Improvement Revenue Bonds, Series 1999B - acted as underwriter's counsel - negotiated sale - purpose: financing infrastructure.

BC \$5,000,000 City of Lauderhill, Florida Water and Sewer Revenue Bonds, Series 1999 - acted as bond counsel - competitive sale - purpose: to finance water and sewer improvements.

BC \$19,200,000 Herons Glen Recreation District (Lee County, Florida) Special Assessment Bonds, Series 1999 - acted as bond counsel - negotiated sale - purpose: to finance infrastructure improvements

BC \$37,160,000 Orange County, Florida Sales Tax Revenue Refunding Bonds, Series 1999 - acted as bond counsel - negotiated sale - purpose: to finance infrastructure improvements

LC \$2,845,000 Orange County Housing Finance Authority Multifamily Housing Revenue Bonds, 1999 Series I and \$750,000 Taxable Multifamily Housing Revenue Bonds 1999 Series J (Buena Vista Place II Project)

UC \$7,525,000 The Crossings at Fleming Island Community Development District (Clay County, Florida) Utility Revenue Bonds, Series 1999

UC \$7,595,000 The Crossings at Fleming Island Community Development District Water and Sewer Revenue Bonds, Series 1999 – acted as underwriter’s counsel - negotiated sale – purpose: to finance infrastructure improvements

UC \$27,375,000 St. Lucie West Services District Water Management Benefit Special Assessment Bonds, Series 1999A (Senior Lien) and \$6,510,000 Water Management Benefit Special Assessment Refunding Bonds, Series 1999B (Subordinate Lien) - acted as underwriter’s counsel - negotiated sale – purpose: to finance infrastructure improvements.

UC \$5,305,000 Gateway Services District Water Management Benefit Tax Refunding Bonds, Series 1999 – acted as underwriter’s counsel - negotiated sale – purpose: to refinance infrastructure improvements

UC \$7,835,000 The Crossings at Fleming Island Community Development District Golf Course Revenue Bonds, Series 1999 – acted as underwriter’s counsel - negotiated sale – purpose: to finance golf course

UC \$14,220,000 Village Center Community Development District Special Assessment Bonds, Series 1999A and \$7,665,000 Village Center Community Development District Special Assessment Bonds, Series 1999B – acted as underwriter’s counsel – negotiated sale – purpose: to finance recreational facilities

UC \$9,600,000 Housing Finance Authority of Broward County, Florida Multifamily Housing Revenue Bonds, Series 1999A and \$500,000 Housing Finance Authority of Broward County, Florida Multifamily Housing Revenue Bonds, Series 1999B (Pembroke Gardens Apartments Project) – acted as underwriter’s counsel - negotiated sale – purpose: to finance housing project

UC \$5,350,000 Housing Finance Authority of Broward County, Florida Multifamily Housing Revenue Bonds, Series 1999A and \$1,050,000 Housing Finance Authority of Broward County, Florida Multifamily Housing Revenue Bonds, Series 1999B (Stirling Apartments Phase II Project) – acted as underwriter’s counsel - negotiated sale – purpose: to finance housing project

UC \$16,615,000 Housing Finance Authority of Broward County, Florida Multifamily Housing Revenue Bonds, Series 1999A and \$3,190,000 Housing Finance Authority of Broward County, Florida Multifamily Housing Revenue Bonds, Series 1999B (Bridgewater Place Apartments Project) – acted as underwriter’s counsel - negotiated sale – purpose: to finance housing project

BC \$5,500,000 City of Cooper City, Florida General Obligation Bonds, Series 1999 – acted as bond counsel – private placement – various public improvements

UC \$55,700,000 Beacon Tradeport Community Development District Special Assessment Bonds, Series 1999A (Commercial Project) – acted as underwriter’s counsel – negotiated sale – various public improvements

UC \$27,915,000 Beacon Tradeport Community Development District Special Assessment Bonds, Series 1999B (Industrial Project) – acted as underwriter’s counsel – negotiated sale – purpose: to finance infrastructure improvements

BC \$30,000,000 Palm Beach County, Florida Water and Wastewater Revenue Bonds, Series 1998 - acted as bond counsel - public sale - purpose: to finance water and wastewater improvements.

BC \$233,085,000 Miami-Dade County, Florida Aviation Revenue Refunding Bonds, Series 1998A and Series 1998B - acted as bond counsel - public sale - purpose: to refund outstanding revenue bonds.

BC \$7,000,000 Miami-Dade County, Florida Industrial Development Revenue Bonds (Fine Art Lamps Project), Series 1998 - acted as bond counsel - public sale - purpose: to refund outstanding revenue bonds.

UC \$38,240,000 City of Miami Beach, Florida Redevelopment Agency Tax Increment Revenue Bonds, Series 1998A (Taxable) and Series 1998B - acted as underwriters’ counsel - public sale - purpose: to finance various redevelopment improvements.

UC \$51,760,000 Broward County, Florida Gas Tax Revenue Refunding Bonds, Series 1998 acted as underwriters’ counsel - public sale - purpose: to refund outstanding obligations.

UC \$28,629,000 Brooks of Bonita Springs Community Development District Special Assessment Revenue Bonds, Series 1998A and Series 1998B - acted as underwriter’s counsel - public sale - purpose: to finance infrastructure.

UC \$12,625,000 Village Community Development District No. 3 Special Assessment Revenue Bonds, Series 1998 - acted as underwriter’s counsel - public sale - purpose: to finance infrastructure.

BC \$10,000,000 Miami-Dade County, Florida Industrial Development Authority Industrial Development Variable Rate Demand Bonds (Airbus Service Company, Inc. Project), Series 1998A - acted as bond counsel - private placement -purpose: financing flight simulator training facility.

BC \$60,000,000 Orange County, Florida Sales Tax Revenue Bonds, Series 1998 - acted as bond counsel - competitive sale - purpose: financing and refinancing capital projects.

BC \$29,255,000 Sunrise Lakes Phase 4 Recreation District General Obligation and Revenue Refunding and Completion Bonds, Series 1998 - acted as bond counsel - negotiated sale - purpose: refinancing capital projects.

BC \$10,000,000 City of Coral Springs, Florida Water and Sewer Refunding Revenue Bonds, Series 1998 - acted as bond counsel - competitive sale - purpose: financing capital projects.

BC \$3,500,000 South Broward Drainage District Unit No. 4/5A Special Assessment Obligation, Series 1998 - acted as bond counsel -- private placement - purpose: financing capital improvements.

UC \$3,595,000 Oakridge Community Development District Special Assessment Revenue Bonds, Series 1998 - acted as underwriter's counsel - negotiated sale - purpose: financing capital projects.

UC \$9,500,000 Housing Authority of Broward County, Florida Multifamily Housing Revenue Bonds, Series 1998 (Pembroke Park Apartments Project) - acted as underwriter's counsel - negotiated sale - purpose: financing low-income housing.

UC \$7,400,000 Housing Authority of Broward County, Florida Multifamily Housing Revenue Bonds, Series 1998 (Stirling Apartments Project) - acted as underwriter's counsel - negotiated sale - purpose: financing low-income housing.

UC \$11,500,000 Housing Authority of Broward County, Florida Multifamily Housing Revenue Bonds, Series 1998A (Cross Keys Apartments Project) - acted as underwriter's counsel - negotiated sale - purpose: financing low-income housing.

UC \$5,470,000 Housing Authority of Broward County, Florida Taxable Multifamily Housing Revenue Bonds, Series 1998B (Cross Keys Apartments Project) - acted as underwriter's counsel - negotiated sale - purpose: financing low-income housing.

UC \$6,155,000 Village Community Development District No. 2 Special Assessment Revenue Bonds, Series 1998 - acted as underwriter's counsel - purpose: financing capital projects.

UC \$6,000,000 Sumter County Industrial Development Authority Industrial Revenue Bonds (Little Sumter Utility Company Project), Series 1998 - acted as underwriter's counsel - negotiate sale - purpose: financing water and sewer improvements.

UC \$60,175,000 Village Center Community Development District Recreational Revenue Refunding Bonds, Series 1998A and \$5,575,000 Village Center Community Development District Subordinate Recreational Revenue Bonds, Series 1998B and \$5,340,000 Village Center Community Development District Subordinate Recreational Revenue Bonds, Series 1998C - acted as underwriter's counsel - negotiated sale - purpose: financing capital projects.

BC \$95,000,000 (est.) Santa Rosa Bay Bridge Authority Refunding Revenue Bonds, Series 1998 - acted as bond counsel - negotiated sale - purpose: financing capital projects.

BC \$5,000,000 City of Lauderhill, Florida Half-Cent Sales Tax Revenue Bonds, Series 1998 - acted as bond counsel - competitive sale - purpose: to finance capital improvements.

BC \$9,200,000 Miami-Dade County, Florida Educational Facilities Revenue Bonds (Florida Memorial College Project), Series 1998 - acted as bond counsel - public sale - purpose: to finance educational facilities.

UC \$24,465,000 Village Center Community Development District Utility Revenue Bonds, Series 1998A and \$5,690,000 Village Center community Development District Subordinate Utility Revenue Bonds, Series 1998B - acted as underwriter's counsel - public sale - purpose: to finance water and wastewater improvements.

UC \$6,840,000 Turtle Run Community Development District Special Assessment Revenue Bonds, Series 1997 - acted as underwriter's counsel - negotiated sale - purpose: financing capital projects.

BC \$6,785,000 City of Coral Springs, Florida Taxable Half-Cent Sales Tax Revenue Bonds, Series 1997 - acted as bond counsel - private placement - purpose - financing capital projects.

BC \$9,495,000 City of Key West, Florida Tax-Exempt Capital Improvement/Marina Revenue Refunding Bonds, Series 1997 - acted as bond counsel - negotiated sale - public offering - purpose: refinancing - closed October, 1997.

UC \$22,425,000 Palm Beach County, Florida Revenue Improvement Bonds, Series 1997 (North County Courthouse and Sheriff's Motor Pool Facility Projects)—acted as underwriter's counsel—negotiated sale—purpose: new money.

BC \$10,000,000 City of Weston, Florida Community Facilities Note, Series 1997 - acted as bond counsel - private placement - purpose: acquisition of community facilities.

BC \$6,000,000 City of Weston, Florida Budgeted Non-Capital Expenditures, Series 1997 acted as bond counsel - private placement - purpose: working capital.

BC \$1,950,000 City of Coral Springs, Florida Tax-Exempt Industrial Development Revenue Bonds (Brock Supply Company, Inc. Project), Series 1997A; and \$2,050,000 City of Coral Springs, Florida Taxable Industrial Development Revenue Bonds (Brock Supply Company, Inc. Project), Series 1997B -acted as bond counsel - public sale - financing manufacturing/warehouse facility.

UC \$21,000,000 City of Miami Beach, Florida Parking Revenue Bonds, Series 1997 - acted as underwriter's counsel - negotiated sale - public offering - purpose: financing parking improvements.

UC \$8,750,000 Housing Finance Authority of Broward County, Florida Multifamily Housing Revenue Bonds (Heron Pointe Apartments Project), Series 1997A; and \$1,500,000 Housing Finance Authority of Broward County, Florida Multifamily Housing Revenue Bonds (Heron Pointe Apartments Project), Series 1997B (Taxable) - acted as underwriter's counsel - negotiated sale - public offering - purpose: housing.

UC \$41,635,000 Indian Trace Community Development District (Broward County, Florida) Water Management Special Benefit Assessment Bonds, Series 1997 - acted as underwriter's counsel - negotiated sale - public offering - purpose: paying costs of certain improvements to the District's Water Management System; refunding the Reserve Account, paying capitalized interest and costs of issuance for the Series 1997 Bonds.

BC \$95,260,000 School District of Broward County, Florida Refunding Certificates of Participation, Series 1997A and 1997B - acted as bond counsel - negotiated sale - public offering - purpose: refinance costs of acquiring management information systems facility, computer equipment and school buses.

BC \$109,230,000 School District of Broward County, Florida Certificates of Participation, Series 1997C - acted as bond counsel - negotiated sale - public offering - purpose: financing educational facilities and equipment.

BC \$6,610,000 Revenue Anticipation Renewal Notes, Series 1997A; \$8,900,000 Revenue Anticipation Notes, Series 1997B and \$25,230,000 Revenue Anticipation Notes, Series 1997C - acted as bond counsel - competitive sale - public offering - purpose: financing and refinancing equipment.

UC \$4,800,000 The Tampa Palms Open Space and Recreation Community Development District, Series 1997 - acted as underwriter's counsel - negotiated sale - public offering - purpose: financing infrastructure.

BC \$45,000,000 City of Weston, Florida Water Management Subordinate Lien Special Benefit Assessment Bonds, Series 1997 - acted as bond counsel - public offering - purpose: financing infrastructure improvements.

UC \$50,000,000 Miami Beach Redevelopment Agency, Tax Increment Revenue Bonds, Taxable Series 1996A and Tax Increment Revenue Bonds, Series 1996B (City Center/Historic Convention Village) - acted as underwriter's counsel - negotiated sale - public offering - purpose: to pay the costs of public areas of a convention center hotel and infrastructure improvements.

UC \$30,000,000 City of Miami Beach, Florida, Parking Revenue Refunding Bonds, Series 1996A and Parking Revenue Bonds, Series 1996B - acted as underwriter's counsel - negotiated sale - public offering - purpose: advance refund outstanding bonds and finance costs of additional parking facilities.

UC \$10,700,000 Julington Creek Plantation Community Development District (St. John's County, Florida) Special Assessment Bonds, Series 1996 - acted as underwriter's counsel - negotiated sale - public offering - purpose: finance infrastructure improvements in district.

UC \$6,900,000 The Tampa Palms Open Space & Transportation Community Development District, Special Assessment Bonds, Series 1996 - acted as underwriter's counsel - negotiated sale - public offering - purpose: infrastructure improvements.

UC \$9,000,000 Indian Trace Community Development District (Broward County, Florida) Water and Sewer System Expansion Revenue Bonds, Series 1996 - acted as underwriter's counsel - negotiated sale - public offering - purpose: expansion of water and sewer system for the District.

BC \$6,610,000 Revenue Anticipation Renewal Notes, Series 1997A; \$8,900,000 Revenue Anticipation Notes, Series 1997B and \$25,230,000 Revenue Anticipation Notes, Series 1997C - acted as bond counsel - competitive sale - public offering - purpose: to finance capital improvements of the City.

UC \$12,125,000 Lee County, Florida, Certificates of Participation, Series 1996 - acted as disclosure counsel - negotiated sale - public offering - purpose: purchase of land and construction of facilities, and advance refunding of outstanding certificates of participation.

UC \$15,000,000 City of Miami Beach, Florida, Stormwater Utility Revenue Bonds, Series 1996 - acted as underwriter's counsel - negotiated sale - public offering - purpose: finance the cost of improvements to stormwater utility system.

BC \$9,800,000 Town of Davie, Florida, General Obligation Bonds, Series 1997 - acted as bond counsel - negotiated sale - private placement - purpose: finance police, fire, emergency medical services and town hall annex facility.

BC \$71,445,000 Dade County Educational Facilities Authority, Revenue Refunding Bonds, Series 1997A (University of Miami Issue) - acted as bond counsel - negotiated sale - public offering - purpose: advance refund three outstanding series of bonds issued by the Authority.

BC \$29,270,000 Dade County, Florida, Seaport Revenue Bonds, Series 1996 - acted as bond counsel - negotiated sale - public offering - purpose: to finance capital improvements to certain Seaport passenger terminal facilities.

BC \$5,000,000 Town of Davie, Florida, Public Improvement Revenue Bonds - acted as bond counsel - negotiated sale - private placement - purpose: finance various improvements to the town.

BC \$94,993,714.05 Santa Rosa Bay Bridge Authority Revenue Bonds, Series 1996 - acted as bond counsel - negotiated sale - public offering - purpose: to finance construction of a bridge.

BC \$24,140,000 Orange County, Florida, Sales Tax Revenue Refunding Bonds, Series 1996 - acted as bond counsel - competitive sale - public offering - purpose: to refund the County's outstanding Sales Tax Revenue Bonds, Series F maturing after January 1, 1997.

UC \$8,695,000 Housing Finance Authority of Broward County, Florida, Multi-Family Housing Revenue Refunding Bonds, Series 1996 (Tamarac Pointe Apartments Project - GNMA

Collateralized) - acted as underwriter's counsel - negotiated sale - public offering - purpose: to refund the outstanding amount of the Authority's 1985 Series A Bonds.

BC \$5,000,000 City of Lauderhill, Florida (Broward County), Half-Cent Sales Tax Revenue Bonds, Series 1996, acted as bond counsel - competitive sale - public offering - purpose: to pay for a portion of the cost of the Series 1996 project.

BC \$8,850,000 School District of Broward County, Florida Revenue Anticipation Renewal Notes, Series 1996A and \$11,090,000 School District of Broward County, Florida Revenue Anticipation Notes, Series 1996B - acted as bond counsel - competitive sale - public offering - purpose: to pay the principal due on the District's Series 1995 Notes and to renovate, furnish and equip a technology and support center, acquire a bus/maintenance lot, warehouse facility and portables.

BC \$56,590,000 School Board of Brevard County, Florida, Certificates of Participation, Series 1996A and \$64,980,000 School Board of Brevard County, Florida, Certificates of Participation, Series 1996B - acted as special counsel - negotiated sale - public offering - purpose: to refund a portion of the Series 1992 A certificates and to finance the acquisition and construction of certain educational facilities.

BC \$8,280,000 School Board of Hendry County, Florida, Certificates of Participation, Series 1996A - acted as special counsel - negotiated sale - public offering - purpose: to refinance the 1992 certificates.

UC \$25,000,000 Indian Trace Community Development District, Broward County, Florida, Water and Sewer System Expansion Revenue Bonds, Series 1996 - acted as underwriter's counsel - negotiated sale - public offering - purpose: expansion of water and sewer system.

BC \$10,000,000 Town of Davie, Florida, General Obligation Bonds - acted as bond counsel - negotiated sale - private placement - purpose: refunding of outstanding bonds.

BC \$5,700,000 Town of Davie, Florida, Special Obligation Bonds - acted as bond counsel - negotiated sale - private placement - purpose: refunding of outstanding bonds.

BC \$8,550,000 Town of Davie, Florida, Public Improvement Revenue Refunding Bonds - acted as bond counsel - negotiated sale - private placement - purpose: refunding of outstanding bonds.

BC \$5,000,000 City of Lauderhill, Florida (Broward County) Water and Sewer Revenue Bonds, Series 1995 - acted as bond counsel - competitive sale - public offering - purpose: to finance design and construction of improvements to the City's Water System.

BC \$40,510,000 The School Board of Osceola County, Florida Certificates of Participation, Series 1995 - acted as special tax counsel - negotiated sale - public offering - purpose: finance educational facilities.

BRC \$15,700,000 Orange County Housing Finance Authority Multi-family Housing Revenue Refunding Bonds (Sun Lake Apartments Project), Series 1995 - acted as counsel to owner - negotiated sale - public offering - purpose: refunding of multifamily housing bonds.

BC \$10,000,985 School District of Broward County, Florida Revenue Anticipation Notes, Series 1995 - acted as bond counsel - competitive sale - public offering - purpose: finance costs of acquiring management information systems facility, computer equipment and school buses.

BC \$23,895,000 Sunrise Lakes Phase 4 Recreation District, General Obligation Bonds and Revenue Bonds, Series 1995A and \$1,490,000 Sunrise Lakes Phase 4 Recreation District, General Obligation Bonds and Revenue Bonds, Series 1995B - acted as bond counsel - public offering - purpose: to acquire recreational facilities for the District.

BC \$9,155,000 City of Coral Springs, Florida Franchise Revenue Bonds, Series 1995 - acted as bond counsel - competitive sale - public offering - purpose: to finance capital improvements of the City.

UC \$59,060,000 City of Miami Beach, Florida Water and Sewer Revenue Bonds, Series 1995 - acted as underwriters counsel - negotiated sale - public offering - purpose: to finance various improvements and extensions to its water and sewer utility.

UC \$30,000,000 Housing Finance Authority of Broward County, Florida Single Family Mortgage Revenue Bonds, Series 1995 - acted as underwriters counsel - negotiated sale - public offering - purpose: to finance the purchase of qualifying single family residences in Broward County.

UC \$5,120,000 Housing Finance Authority of Broward County, Florida, Multifamily Housing Revenue Refunding Bonds (Lakeside Apartments Project), Series 1995A and Taxable Series 1995B - acted as underwriters counsel - negotiated sale - public offering - purpose: to current refund bonds issued to finance low income apartment projects.

BC \$7,200,000 Village of Key Biscayne, Florida Stormwater Utility Revenue Bonds, Series 1995 - acted as bond counsel - negotiated sale - public offering - purpose: to construct stormwater drainage system.

UC \$57,710,000 City of Miami Beach, Florida, Taxable Special Obligation Bonds (Pension Funding Project), Series 1994A - acted as underwriters counsel - negotiated sale - public offering - purpose: to discharge unfunded actuarial accrued liabilities.

BRC \$16,880,000 Housing Authority of the County of Dekalb, Georgia, Multifamily Housing Revenue Refunding Bonds (North Hill Apartments Project), Series 1994 - acted as counsel to owner - negotiated sale - public offering - purpose: refunding of multifamily housing bonds.

BRC Remarketing of \$15,700,000, Orange County Housing Finance Authority Multi-family Housing Revenue Bonds (Sun Lake Apartments Project), Series 1985H - acted as counsel to owner - negotiated sale - public offering - purpose: remarketing of outstanding bonds.

UC \$62,095,000 The School District of Palm Beach County, Florida, Certificates of Participation, Series 1994A, acted as underwriters counsel - negotiated sale, public offering - purpose: to finance the cost of acquisition and construction of educational facilities.

BC \$5,500,000 South Broward Drainage District, Unit District No. 8C, Special Assessment Obligation Bonds, Series 1994 - private placement - purpose: to finance certain improvement to the District.

BC \$17,870,000 State of Florida, Department of Corrections Certificates of Participation, Series 1994 - acted as special counsel - negotiated sale - public offering - purpose: construction of medium security correctional facility.

BC \$17,820,000 School District of Osceola County, Florida, Certificates of Participation, Series 1994A - acted as bond counsel - negotiated sale - public offering - purpose: to finance educational facilities and sites.

BC \$33,843,802.95 Orange County, Florida, Public Facilities Revenue Bonds, Series 1994A, and \$24,600,000 Orange County, Florida, Public Facilities Revenue Refunding Bonds, Series 1994B - acted as bond counsel - negotiated sale - public offering - purpose: to finance various County facilities, including correctional facilities, and refund outstanding bonds.

BC \$5,835,000 Dade County Industrial Development Authority Industrial Development Revenue Refunding Bonds (GNMA Collateralized - Florida Club Care Center Project), Series 1994A, and \$565,000 Taxable Industrial Development Authority Industrial Development Revenue Refunding Bonds (GNMA Collateralized - Florida Club Care Center Project), Series 1994B - negotiated sale - public offering - acted as bond counsel - purpose: to refund bonds issued to finance a nursing home.

BC \$6,700,000 Housing Finance Authority of Dade County, (Florida) Multifamily Mortgage Revenue Refunding Bonds, Series 1994-1 (FHA Insured Mortgage Loan - Lincoln Fields Apartments Section 8 Assisted Project), and \$895,000 Housing Finance Authority of Dade County, (Florida) Multifamily Mortgage Revenue Refunding Bonds, 1994-2(FHA Insured Mortgage Loan - Lincoln Fields Apartments Section 8 Assisted Project), - acted as bond counsel - negotiated sale - public offering - purpose: to current refund bonds issued to finance low income apartment projects.

BC \$40,400,000 Broward County Educational Facilities Authority, Florida, Educational Facilities Revenue Bonds, Series 1994 (Nova Southeastern University Project) Series 1994 - acted as special counsel to the University and disclosure counsel - negotiated sale, public offering - purpose: to refinance outstanding bonds and finance additional construction project for the University.

UC \$13,000,000 City of North Miami Beach, Florida - General Obligation Bonds, Series 1994 - acted as underwriters counsel - negotiated sale, public offering -purpose: to finance expansion to the City's police station and related improvements.

BC \$4,800,000 City of Coral Springs, Florida, Franchise Revenue Bonds, Series 1994 - acted as bond counsel - competitive sale - purpose: to acquire and refinance certain capital projects for municipal purposes.

BC \$3,850,000 Florida Community College at Jacksonville Lease-Purchase Financing, Series 1994 - acted as special counsel - private placement - purpose: to finance classrooms.

BC \$8,700,000 Town of Davie, Florida Public Improvement Revenue Bonds, Series 1994A - acted as bond counsel - negotiated sale - private placement - purpose: to refund outstanding bonds.

BC \$4,300,000 The School Board of Broward County, Florida, Revenue Anticipation Notes, Series 1994 - acted as bond counsel - competitive sale - public offering - purpose: to refinance prior notes.

UC \$47,200,000 Broward County, Florida Certificates of Participation, Series 1994A - acted as underwriter's counsel - negotiated sale - public offering - purpose: to lease-purchase finance and refinance capital projects.

BC \$9,200,000 Village of Key Biscayne, Florida, Land Acquisition Revenue Bonds, Series 1993 - acted as bond counsel - negotiated sale - private placement - purpose: to finance acquisition of land for municipal purposes.

BC \$13,535,000 City of Pompano Beach, Florida General Obligation Refunding Bonds, Series 1993 - acted as bond counsel - negotiated sale - public offering - purpose to refund outstanding bonds.

BC \$5,125,000 Nova University, Inc. Lease Revenue Bonds (Miami Dolphins Training Facilities Project) Series 1993 - acted as issuer's counsel - private placement - to finance training facilities.

BC \$10,000,000 City of Pompano Beach, Florida Water and Sewer Revenue Bonds, Series 1993 - acted as bond counsel - competitive sale - public offering - purpose: to construct water and sewer improvements.

BC \$4,700,000 Town of Davie, Florida Public Improvement Revenue Bonds, Series 1993A - acted as bond counsel - negotiated sale - private placement - purpose: to finance recreational facilities and other public improvements.

BC \$8,550,000 Town of Davie, Florida Public Improvement Revenue Bonds, Series 1993B - acted as bond counsel - negotiated sale - private placement - purpose: to refund outstanding bonds.

BC \$44,555,000 School Board of Broward County, Florida Refunding Certificates of Participation, Series 1993A - acted as special counsel - negotiated sale - public offering - purpose: to advance refund certificates of participation.

UC \$31,860,000 The City of Miami, Florida General Obligation Refunding Bonds, Series 1993 - acted as underwriter's counsel - negotiated sale - public offering - purpose: to refinance outstanding general obligation bonds.

UC \$40,000,000 Lee County, Florida Water and Sewer Refunding Revenue Bonds, Series 1993 - acted as underwriter's counsel - negotiated sale - public offering - purpose: to advance refund outstanding water and sewer bonds.

UC \$134,895,000 Broward County, Florida Water and Sewer Refunding Revenue Bonds, Series 1993 - acted as underwriter's counsel - negotiated sale - public offering - purpose: to refinance outstanding bonds.

UC \$117,485,000 Palm Beach County, Florida Criminal Justice Facilities Revenue Refunding Bonds, Series 1993 - acted as underwriter's counsel - negotiated sale - public offering - purpose: to advance refund revenue bonds secured by a covenant to budget and appropriate from non-ad valorem revenues.

UC \$30,703,000 Palm Beach County, Florida Beach Acquisition Refunding Revenue Bonds, Series 1993 - acted as underwriter's counsel - negotiated sale - public offering - purpose: to advance refund revenue bonds secured by a covenant to budget and appropriate from non-ad valorem revenues.

BC \$162,765,000 Dade County, Florida Public Facilities Revenue Bonds (Jackson Memorial Hospital), Series 1993 - acted as bond counsel - negotiated sale - public offering - purpose: to finance capital improvements to Jackson Memorial Hospital and advance refund outstanding bonds.

BC \$58,080,000 Dade County, Florida Public Facilities Refunding Revenue Bonds (Jackson Memorial Hospital), Series 1993 - acted as bond counsel - negotiated sale - public offering - purpose: advance refund outstanding bonds.

BC \$250,000 City of Bristol Special Obligation Revenue Bonds, Series 1993 - acted as bond counsel - negotiated sale - private placement - purpose: to finance construction of a city hall and fire station.

BC \$16,000,000 City of Pompano Beach, Florida Water and Sewer Refunding Revenue Bonds, Series 1993 - acted as bond counsel - negotiated sale - public offering - purpose: to advance refund water and sewer system revenue bonds.

UC \$7,700,000 City of Pompano Beach, Florida Certificates of Participation - acted as underwriter's counsel - negotiated sale - public offering - purpose: to advance refund certificates of participation issued to finance a city hall.

BC \$100,000,000 Dade County, Florida, Aviation Revenue Bonds, Series W - acted as bond counsel - competitive sale - public offering - purpose: to finance airport improvements.

BC \$8,530,000 The School District of Broward County, Florida Revenue Anticipation Notes, Series 1993 - acted as bond counsel - competitive sale - public offering - purpose: to reimburse School Board for paying its prior revenue anticipation notes at maturity.

BC \$122,695,000 The School District of Broward County, Florida General Obligation Refunding Bonds, Series 1993 - acted as bond counsel - negotiated sale - public offering - purpose: to advance refund outstanding bonds.

BC \$58,800,000 Dade County, Florida Aviation Revenue Refunding Bonds, Series Y - acted as bond counsel - negotiated sale - public offering - purpose: to currently refund outstanding bonds.

BC \$14,460,000 Key Marco Community Development District (Collier County, Florida) Special Assessment Revenue Bonds, Series 1992 - acted as bond counsel - negotiated sale - public offering - purpose: to finance infrastructure improvements.

UC \$4,870,000 City of Deerfield Beach, Florida Improvement Revenue Refunding Bonds, Series 1992 - acted as underwriter's counsel - negotiated sale - public offering - purpose: current and advance refunding.

UC \$5,945,000 Lee County, Florida Capital Revenue Bonds, Series 1992 - acted as underwriter's counsel - negotiated sale - public offering - purpose: to finance construction of nursing home facility and refinance certain loan obligations.

UC \$14,340,000 City of Ocala, Florida Optional Gas Tax Refunding Revenue Bonds, Series 1992 - acted as underwriter's counsel - negotiated sale - public offering - purpose: advance refunding.

BC \$7,315,000 Leon County, Florida, Certificates of Participation, Series 1992A - acted as special counsel - negotiated sale - public offering - purpose: financing acquisition of computer equipment and renovations to County jail.

BC \$87,845,000 The School Board of Brevard County, Florida, Certificates of Participation, Series 1992A - acted as special counsel - negotiated sale - public offering - purpose: to advance refund certificates of participation and finance cost of educational facilities.

BC \$1,390,000 South Trail Fire Protection and Rescue Service District Lease-Purchase Refinancing (Central Fire Station Project) - acted as special counsel - negotiated sale - public offering - purpose: refinancing lease.

BC \$18,498,024 City of Key West, Florida Taxable and Tax-Exempt Capital Improvement/Marina Revenue Bonds, Series 1992 - acted as bond counsel - negotiated sale - public offering - purpose: to finance construction of a marina and related improvements.

BC \$38,655,000 Town of Davie (Florida) Water and Sewer Revenue Refunding Bonds, Series 1992 - acted as bond counsel - negotiated sale - public offering - purpose: to advance refund bonds issued for water and sewer system improvements.

BC \$1,000,000 Bonita Springs, Florida Fire District Lease Purchase Agreement - acted as special counsel - negotiated sale - private placement - purpose: to finance construction of a fire station.

UC \$25,000,000 Polk County, Florida Industrial Development Authority Industrial Development Variable Rate Revenue Bonds, 1985 Series 2 (Winter Haven Hospital Project) - acted as underwriter's counsel - negotiated sale - public offering - purpose: fixed rate conversion of bonds issued to finance hospital facilities.

UC \$13,890,000 City of Deerfield Beach, Florida Water and Sewer Refunding and Improvement Revenue Bonds, Series 1992 - acted as underwriter's counsel - negotiated sale - public offering - purpose: to advance refund outstanding water and sewer system revenue bonds and finance improvements to water treatment plant.

UC \$6,175,000 City of Deerfield Beach, Florida General Obligation Bonds, Series 1992 - acted as underwriter's counsel - negotiated sale - public offering - purpose: advance refunding.

BRC \$55,830,000 School Board of Escambia County, Florida Certificates of Participation, Series 1992 - acted as lessor's counsel - negotiated sale - public offering - purpose: to advance refund certificates issued to construct schools.

BRC \$15,490,000 School Board of Santa Rosa County, Florida Certificates of Participation, Series 1992 - acted as lessor's counsel - negotiated sale - public offering - purpose: to advance refund certificates issued to construct schools.

BRC \$22,565,000 School Board of Okaloosa County, Florida Certificates of Participation, Series 1992 - acted as lessor's counsel - negotiated sale - public offering - purpose: to advance refund certificates issued to construct schools.

BRC \$11,950,000 School Board of Highlands County, Florida Certificates of Participation, Series 1992 - acted as lessor's counsel - negotiated sale - public offering - purpose: to advance refund certificates issued to construct schools.

BC \$25,810,000 School Board of Osceola County, Florida, Certificates of Participation, Series 1992A - acted as special tax counsel - negotiated sale - public offering - purpose: to finance construction of educational facilities.

BC \$1,000,000 Gadsden County, Florida, Taxable Revenue Note - acted as bond counsel - negotiated sale - private placement - purpose: to provide funds for county hospital.

BC \$153,500,000 Dade County, Florida Seaport General Obligation Bonds, Series 1992 - acted as bond counsel - competitive sale - public offering - purpose: to finance seaport improvements.

UC \$262,670,000 Broward County, Florida General Obligation Bonds, Series 1992A, 1992B and 1992C - acted as underwriter's counsel - negotiated sale - public offering - purpose: to advance refund general obligation bonds.

BC \$55,190,000 Dade County Health Facilities Authority, Hospital Revenue Refunding Bonds, Series 1992 (North Shore Medical Center Project) - acted as bond counsel - negotiated sale - public offering - purpose: to advance refund hospital facilities revenue bonds.

UC \$51,880,000 City of Ocala, Florida Utility Systems Subordinate Refunding Revenue Bonds, Series 1992A - acted as underwriter's counsel - negotiated sale - public offering - purpose: to advance refund water and sewer system revenue bonds.

UC \$28,435,000 City of Ocala, Florida Utility Systems Subordinate Refunding Revenue Bonds, Series 1992B - acted as underwriter's counsel - negotiated sale - public offering - purpose: to advance refund electric system revenue bonds.

BRC \$9,885,000 Broward County, Florida Performing Arts Center Authority Revenue Bonds, Series 1992 - acted as issuer's counsel - negotiated sale - public offering - purpose: to advance refund and provide additional funds for construction of performing arts center.

UC \$17,145,000 City of Sunrise, Florida - Public Facilities Refunding Revenue Bonds, Series 1992A - acted as underwriter's counsel - negotiated sale - public offering - purpose: to advance refund public service tax revenue bonds.

UC \$30,394,465.40 City of Sunrise, Florida - Public Facilities Revenue Bonds, Series 1992B - acted as underwriter's counsel - negotiated sale - public offering - purpose: to finance municipal improvements.

BC \$110,000,000 Dade County, Florida Aviation Revenue Bonds (Series U) - acted as bond counsel - negotiated sale - public offering - purpose: to finance capital improvements.

BC \$51,485,000 Leon County, Florida Infrastructure Sales Surtax Revenue Bonds (Criminal Detention Facility Project), Series 1991 - acted as bond counsel - negotiated sale - public offering - purpose: to finance criminal detention facilities.

UC \$34,695,000 Broward County (Florida) Certificates of Participation Master Lease, Series 1991 - acted as underwriter's counsel - negotiated sale - public offering - purpose: to finance construction of County improvements.

BC \$33,945,000 Leon County, Florida Capital Improvement Refunding Revenue Bonds, Series 1991 - acted as bond counsel - negotiated sale - public offering - purpose: to advance refund capital improvement bonds.

UC \$31,500,000 Housing Finance Authority of Broward County, Florida, GNMA and FNMA Collateralized Home Mortgage Revenue Bonds, Series 1991 A and B - acted as underwriter's counsel - negotiated sale - public offering - purpose: to finance single family housing.

UC \$25,435,000 Broward County Health Facilities Authority, Health Facility Revenue Bonds (North Beach Hospital Project), Series 1991 - acted as underwriter's counsel - negotiated sale - public offering - purpose: to finance improvements to North Beach Hospital.

BC \$22,550,000 School Board of Polk County, Florida Certificates of Participation, Series 1991 (Florida School Boards Association, Inc. - School District Financing Program) - acted as special tax counsel - negotiated sale - public offering - purpose: to finance school construction.

UC \$21,745,000 School Board of Hernando County, Florida (Florida School Boards Association, Inc. - Florida School Districts Financing Program), Series 1991 - acted as underwriter's counsel - negotiated sale - public offering - purpose: to finance school construction.

BC \$17,300,000 Hialeah Housing Authority Municipal Housing Revenue Bonds, Series 1991 - acted as underwriter's counsel and special tax counsel - negotiated sale - private placement - purpose: to finance public housing facilities.

BRC/DC \$9,145,000 Broward County Educational Facilities Authority (Florida) Educational Facilities Revenue Bonds, Series 1991A (Nova University Dormitory Project) - acted as special counsel to University and disclosure counsel - negotiated sale - public offering - purpose: to finance construction of dining and dormitory facilities.

BC \$8,755,000 School Board of Hendry County, Florida, Certificates of Participation, (Florida School Board Association, Inc. - School Districts Financing Program), Series 1991 - acted as special counsel - negotiated sale - private placement - purpose: to finance additions to existing schools.

UC \$7,730,000 Housing Finance Authority of Broward County, Florida GNMA Collateralized Home Mortgage Revenue Bonds, 1991 Series C and D - acted as underwriter's counsel - negotiated sale - public offering - purpose: to finance single family housing.

BC \$4,875,000 Dade County Industrial Development Authority, Industrial Development Revenue Bonds, (Foot Tec Industries, Inc. Project), Series 1991 - acted as bond counsel - negotiated sale - public offering - purpose: to finance construction of a manufacturing facility.

BC \$1,200,000 Town of Davie, Florida, Special Obligation Bonds, Series 1991 - acted as bond counsel - negotiated sale - private placement - to finance legal settlements, construction of a community building, and capital equipment acquisitions.

BRC/DC \$935,000 Broward County Educational Facilities Authority (Florida) Taxable Educational Facilities Revenue Bonds, Series 1991B (Nova University Bookstore Project) - acted as special counsel to University and disclosure counsel - negotiated sale - public offering - purpose: to finance construction of educational facilities.

UC \$309,968.93 San Carlos Park Fire Protection and Rescue Service District (Fort Myers, Florida) Lease Agreement - acted as purchaser's counsel - negotiated sale - private placement - purpose: to finance improvements to fire station and refinance outstanding obligation.

BC \$204,740,000 Florida School Boards Association Lease Revenue Bonds (Orange County School Board Project), Series 1990 - acted as bond counsel - negotiated sale - public offering - purpose: to finance land and buildings.

UC \$72,250,000 Dade County Educational Facilities Authority, Florida Exchangeable Revenue Bonds, Series 1990 (University of Miami Issue) - acted as underwriter's counsel - negotiated sale - public offering - purpose: to finance improvements to the university.

BC \$64,300,000 Dade County, Florida Capital Asset Acquisition Floating/Fixed Rate Special Obligation Bonds, Series 1990 - acted as bond counsel - negotiated sale - public offering - purpose: to finance acquisition of capital assets and equipment.

BC \$55,000,000 Dade County, Florida Aviation Revenue Bonds (Series T) - acted as bond counsel - negotiated sale - public offering - purpose: to finance capital improvements.

UC \$37,100,000 Housing Finance Authority of Broward County, Florida, GNMA Collateralized Home Mortgage Revenue Bonds, 1990 Series A and B - acted as underwriter's counsel - negotiated sale - public offering - purpose: to finance single family housing.

BC \$26,950,000 School Board of Polk County, Florida Certificates of Participation, Series 1990 (Florida School Boards Association, Inc. School District Financing Program) - acted as special counsel - negotiated sale - public offering - purpose: to finance purchase of land and building construction.

BC \$24,545,000 Certificates of Participation (Florida School Boards Association, Inc.: Consolidated School Districts Financing Program), Series 1990 No. 4 (School Boards of Brevard County and Walton County Project) - acted as special counsel - negotiated sale - public offering - purpose: to finance construction of school buildings, additions, and equipment.

BC \$11,000,000 Performing Arts Center Authority (Broward County), Capital Improvement Notes, Series 1989 - acted as bond counsel - negotiated sale - private placement - purpose: to finance construction of performing arts center.

IC \$6,000,000 Performing Arts Center Authority (Broward County) Revenue Bonds, Series 1990 - acted as issuer's counsel - negotiated sale - public offering - purpose: to finance construction of performing arts center.

BC \$5,700,000 Town of Davie, Florida Special Obligation Bond, Series 1990 - acted as bond counsel - negotiated sale - private placement - purpose: to finance acquisition of capital assets and equipment.

UC \$3,650,000 Louisiana Housing Finance Agency Multifamily Housing Revenue Bonds, Series 1990 B (La Belle Aire and Centurion Arms Apartments, Ltd. Project) - acted as counsel to placement agent - negotiated sale - private placement - purpose: to finance housing construction.

UC \$3,000,000 Louisiana Housing Finance Agency Multifamily Housing Revenue Bonds, Series 1990 A (Wedgewood Apartments, Ltd. Project) - acted as counsel to placement agent - negotiated sale - private placement - purpose: to finance housing construction.

BC \$3,000,000 Town of Davie, Florida Industrial Development Revenue Bond (David Posnack Jewish Community Center), Series 1990 - acted as bond counsel - negotiated sale - private placement - purpose: to finance expansion of David Posnack Jewish Community Center.

UC \$2,500,000 Florida Housing Finance Agency Housing Revenue Bonds (London Arms/Lyn Mar, Ltd. Project), Series 1990 E - acted as counsel to placement agent - negotiated sale - private placement - purpose: to finance acquisition and rehabilitation of a housing project.

BC \$1,500,000 South Trail Fire Protection and Rescue Service District (Fort Myers, Florida) Lease-Purchase Agreement, Series 1990 - acted as special counsel - negotiated sale - private placement - purpose: to finance construction of fire station and purchase of equipment.

BRC \$1,440,000 Broward County Industrial Development Revenue Bonds (Graphics Dynamics, Inc. Project), Series 1990 - acted as developer's counsel - negotiated sale - private placement - purpose: to finance construction of manufacturing facility.

BC \$508,616 - School Board of Gadsden County, Florida Lease Agreement with Option to Purchase, Series 1990 - acted as special counsel - competitive sale - private placement (bank qualified) - purpose: to finance new computer system.

UC \$505,900,000 Broward County (Florida) Resource Recovery Revenue Bonds, Series 1984 - acted as remarketing agent's counsel - negotiated sale - public offering - purpose: 1989 remarketing of bonds issued to finance construction of solid waste and electric generating facilities.

UC \$200,000,000 The School District of Dade County (Florida) General Obligation School Bonds, Series 1989 - acted as underwriter's counsel - negotiated sale - public offering - purpose: to finance construction of educational facilities.

UC \$185,550,000 The School District of Broward County (Florida) General Obligation School Bonds, Series 1989 - acted as underwriter's counsel - negotiated sale - public offering - purpose: to finance construction and improvements to educational facilities.

BC \$117,454,948 Port Everglades Authority (Florida) Port Facilities Refunding Revenue Bonds, Series 1989 A - acted as bond counsel - negotiated sale - public offering - purpose: to advance refund bonds issued to construct port facilities.

UC \$75,000,000 Broward County (Florida) General Obligation Bonds (Environmentally Sensitive Lands Project), Series 1989 - acted as underwriter's counsel - negotiated sale - public offering - purpose: to acquire, preserve, and enhance environmentally sensitive land.

UC \$73,605,000 Dade County (Florida) Aviation Revenue Refunding Bonds (Series R) - acted as underwriter's counsel - negotiated sale - public offering - purpose: to advance refund bonds issued to finance airport improvements.

UC \$51,880,000 Orange County Housing Finance Authority, GNMA Collateralized Home Mortgage Revenue Bonds, 1989 Series A and B - acted as underwriter's counsel - negotiated sale - public offering - purpose: to finance single family housing.

BC \$50,815,000 Port Everglades Authority (Florida) Port Facilities Senior Revenue Bonds, Series 1989 B - acted as bond counsel - negotiated sale - public offering - purpose: to finance construction of port facilities.

UC \$42,765,000 Housing Finance Authority of Broward County, Florida, GNMA Collateralized Home Mortgage Revenue Bonds, 1989 Series A, B and C - acted as underwriter's counsel - negotiated sale - public offering - purpose: to finance single family housing.

UC \$29,740,000 Dade County Health Facilities Authority Hospital Revenue Refunding Bonds (South Miami Hospital Project), Series 1989 - acted as underwriter's counsel - negotiated sale - public offering - purpose: to advance refund hospital revenue bonds.

BC \$23,875,000 Certificates of Participation, Brevard County (Florida) (Government Operations Center), Series 1989 - acted as special counsel - negotiated sale - public offering - purpose: to finance construction of County administration complex.

DC \$19,135,000 Broward County Educational Facilities Authority Educational Facilities Revenue Bonds, Series 1989 (University Project) - acted as special counsel to University and disclosure counsel - negotiated sale - public offering - purpose: to finance construction of educational facilities.

UC \$18,000,000 Broward County Health Facilities Authority Hospital Revenue Bonds, Series 1989 (Holy Cross Hospital Project) - acted as placement agent's counsel - negotiated sale - private placement - purpose: to finance construction of health facilities.

UC \$17,775,000 City of Fort Lauderdale (Florida) Excise Tax Refunding Bonds, Series 1989 A - acted as underwriter's counsel - negotiated sale - public offering - purpose: to advance refund revenue bonds.

UC \$14,000,000 Florida Housing Finance Agency Multifamily Housing Revenue Bonds (Bradley Park Apartments Project), 1989 Series R - acted as placement agent's counsel - negotiated sale - private placement - purpose: to finance construction of housing project.

UC \$12,500,000 Housing Finance Authority of Dade County (Florida) Multifamily Mortgage Revenue Bonds (Arena Square North and South Project), 1989 Series 2 - acted as placement agent's counsel - negotiated sale - private placement - purpose: to finance rehabilitation of a housing project.

UC \$12,000,000 City of Homestead (Florida) Convention Development Tax Revenue Certificate, Series 1989 - acted as purchaser's counsel - negotiated sale - private placement - purpose: to finance construction of baseball stadium complex.

BRC \$11,500,000 Housing Finance Authority of Broward County (Florida) Multifamily Housing Revenue Bonds (Jacaranda Village Apartments Project), Series 1989 - acted as counsel to the developer - negotiated sale - public offering - purpose: to currently refund housing bonds.

UC \$11,292,219.20 City of Sunrise (Florida) Utility System Refunding Revenue Bonds, Series 1989 - acted as underwriter's counsel - negotiated sale - public offering - purpose: to advance refund utility system revenue bonds.

BC \$11,180,000 City of Wilton Manors (Florida) Water and Sewer Revenue Refunding Bonds, Series 1989 - acted as bond counsel - negotiated sale - public offering - purpose: to advance refund revenue bonds.

BC \$10,000,000 Town of Davie (Florida) General Obligation Bonds, Series 1989 - acted as bond counsel - negotiated sale - private placement - purpose: to finance acquisition of land for open space.

UC \$9,350,000 West Palm Beach Housing Inc., Multifamily Housing Revenue Bonds (Cypress Run Project), Series 1989 - acted as placement agent's counsel - negotiated sale - private placement - purpose: to finance construction of housing project.

UC \$8,750,000 Miami Sports and Exhibition Authority, Floating/Fixed Rate Subordinated Special Obligation Bonds, Series 1989 A - acted as underwriter's counsel - negotiated sale - public offering - purpose: to refund outstanding obligations.

BRC \$7,700,000 Broward County Industrial Development Revenue Bonds (Graphics Dynamics, Inc. Project), Series 1989 - acted as counsel to the borrower - negotiated sale - purpose: to finance construction of manufacturing facility.

UC \$7,205,000 Florida Housing Finance Agency Multifamily Housing Revenue Bonds (GNMA Collateralized - Driftwood Terrace Apartments Project), 1989 Series I - acted as underwriter's counsel - negotiated sale - public offering - purpose: to finance acquisition and rehabilitation of housing project.

BRC \$5,635,000 Broward County Industrial Development Revenue Bonds (Pavermodule, Inc.), Series 1989 - acted as counsel to the developer - negotiated sale - public offering - purpose: to finance construction of manufacturing facility.

UC \$4,750,000 Florida Housing Finance Agency Multifamily Housing Revenue Bonds, 1989 Series L (Blue Lake Pointe Apartments Project) - acted as placement agent's counsel - negotiated sale - private placement - purpose: to finance acquisition and construction of housing project.

UC \$4,100,000 Housing Finance Authority of Broward County, Multifamily Housing Revenue Bonds, Series 1989 A and B (Pinewood Heights and Green Turtle Apartments Projects) - acted as counsel to placement agent - negotiated sale - private placement - purpose: to finance rehabilitation of housing projects.

UC \$2,750,000 Florida Housing Finance Agency Multifamily Housing Revenue Bonds (Lincoln Plaza Apartments Project), 1989 Series K - acted as placement agent's counsel - negotiated sale - private placement - purpose: to finance acquisition and construction of housing project.

UC \$2,200,000 Housing Finance Authority of Dade County (Florida) Multifamily Mortgage Revenue Bonds (Ann-Ell Apartments Project), 1989 Series 3 - acted as placement agent's counsel - negotiated sale - private placement - purpose: to finance rehabilitation of housing projects.

UC \$1,800,000 Housing Finance Authority of Dade County (Florida) Multifamily Mortgage Revenue Bonds (Metropole Apartments Project), 1989 Series 4 - acted as placement agent's counsel - negotiated sale - private placement - purpose: to finance rehabilitation of housing projects.

BC \$2,500,000 Certificates of Participation, The Board of Trustees of Daytona Beach Community College (Deltona Learning Center Project), Series 1989 - acted as special counsel - negotiated sale - public offering - purpose: to finance branch campus.

UC \$1,405,000 City of Fort Lauderdale (Florida) Excise Tax Refunding Bonds, Series 1989 B - acted as underwriter's counsel - negotiated sale - public offering - purpose: to advance refund revenue bonds.

BC \$525,000 City of Dania (Florida) Special Assessment Improvement Bonds (N.E. 7th Avenue Project), Series 1989 - acted as bond counsel - negotiated sale - public offering - purpose: to finance road improvements.

UC \$128,715,519 Broward County (Florida) Water and Sewer Revenue Bonds, Series 1988 A, B and C - acted as underwriter's counsel - negotiated sale - public offering - purpose: to advance refund and financial expansion of water and sewer system.

UC \$78,000,000 Dade County (Florida) Aviation Revenue Bonds, Series 1988 P - acted as underwriter's counsel - negotiated sale - public offering - purpose: to finance airport improvements.

UC \$50,000,000 Dade County School Board Certificates of Participation (AAA Senior High School Facility), Series 1988 A - acted as underwriter's counsel - negotiated sale - public offering - purpose: to finance construction of high school.

IC \$46,005,000 Certificates of Participation (Florida School Districts Financing Program), Series 1988 No. 1 (School Boards of Collier County, Escambia County, Okaloosa County and Osceola County Projects) - acted as counsel to the issuer - negotiated sale - public offering - purpose: to finance improvements to school facilities.

UC \$44,585,000 Dade County (Florida) Aviation Revenue Refunding Bonds (Series Q) - acted as underwriter's counsel - negotiated sale - public offering - purpose: to refund bonds issued to finance airport improvements.

UC \$40,000,000 Dade County (Florida) Aviation Facilities Note, Series 1988 - acted as purchaser's counsel - negotiated sale - private placement - purpose: to finance airport facilities.

UC \$40,000,000 Dade County (Florida) Aviation Note, Series 1988 - acted as purchaser's counsel - negotiated sale - private placement - purpose: construction of airport facilities.

IC \$27,555,000 Certificates of Participation (Florida School Districts Financing Program), Series 1988 No. 2 (School Boards of Highlands County, Polk County and Santa Rosa County Projects) - acted as counsel to the issuer - negotiated sale - public offering - purpose: to finance improvements to school facilities.

IC \$27,300,000 Certificates of Participation (Florida School Districts Financing Program), Series 1988 No. 3 (School Boards of Brevard County and Okaloosa County Projects) - acted as counsel to issuer - negotiated sale - public offering - purpose: to finance educational facilities.

UC \$21,556,989 City of Bradenton (Florida) Water and Sewer Revenue and Refunding Bonds, Series 1988 A and B - acted as underwriter's counsel - negotiated sale - public offering - purpose: to advance refund water and sewer system revenue bonds and finance improvements.

UC \$11,830,000 Dade County (Florida) Public Facilities Revenue Bonds, Series 1988 A - acted as counsel to underwriter - negotiated sale - public offering - purpose: to finance Jackson Memorial Hospital projects.

UC \$7,745,000 Certificates of Participation, City of Pompano Beach (Florida) (City Hall Facility), Series 1988 A - acted as underwriter's counsel - negotiated sale - public offering - purpose: to finance improvements to city hall facility.

UC \$5,000,000 City of Hollywood (Florida) Public Improvement Revenue Certificate, Series 1988 - acted as purchaser's counsel - negotiated sale - private placement - purpose: to finance construction of public improvements.

BC \$4,625,000 Gadsden County (Florida) Correctional Facilities Revenue Bonds, Series 1988 - acted as bond counsel - negotiated sale - public offering - purpose: to finance construction of county jail.

UC \$2,500,000 City of Miami (Florida) Subordinated Parking Revenue Bonds, Series 1988 A - acted as purchaser's counsel - negotiated sale - private placement - purpose: to finance parking facilities.

UC \$1,412,149 Fort Lauderdale Downtown Development Authority (Florida) Downtown Development Authority Revenue Bonds, Series 1988 - acted as counsel to purchaser - negotiated sale - private placement - purpose: to finance construction of Performing Arts Center.

UC \$1,000,000 City of Miami (Florida) Subordinated Parking Revenue Bonds, Series 1988 B - negotiated sale - private placement - acted as purchaser's counsel - purpose: to finance parking facilities.

UC \$51,245,000 Dade County (Florida) Special Obligations and Refunding Bonds (Miami Beach Convention Center Project), Series 1987 A and B - acted as underwriter's counsel - negotiated sale - public offering - purpose: to advance refund bonds for the Miami Beach Convention Center.

BC \$44,700,000 City of Fort Lauderdale (Florida) General Obligation Bonds, Series 1987 - acted as bond counsel - competitive sale - public offering - purpose: to finance municipal projects.

TC \$9,830,000 Village of Royal Palm Beach (Florida) Utility System Revenue Bonds, Series 1987 A and B - acted as counsel to trustee - negotiated sale - public offering - purpose: to finance improvements to water and sewer system.

BC \$9,600,000 City of Wilton Manors (Florida) Water and Sewer Revenue Refunding Bonds, Series 1987 - acted as bond counsel - negotiated sale - public offering - purpose: to advance refund water and sewer system revenue bonds.

UC \$5,200,000 Dade County School Board (Equipment Lease-Purchase), Series 1987 - acted as counsel to the purchaser - negotiated sale - public offering - purpose: to finance mainframe computer.

UC \$2,480,000 City of Tamarac (Florida) General Obligation Bonds (Police Station Project), Series 1987 - acted as underwriter's counsel - negotiated sale - public offering - purpose: to finance improvements to police station.

BRC \$1,502,000 Broward County Industrial Development Revenue Bonds (FMC Realty, Ltd. Project), Series 1987 - acted as counsel to the developer - negotiated sale - private placement - purpose: to finance industrial development.

BRC \$900,000 Palm Beach County Industrial Development Revenue Bonds (Kipp Project), Series 1987 - acted as counsel to letter of credit bank - negotiated sale - purpose: to finance industrial development.

BC \$10,860,000 City of Cooper City (Florida) Utility System Revenue Bonds, Series 1986B - acted as bond counsel - negotiated sale - public offering - purpose: to finance improvements to water and sewer system.

BRC \$18,300,000 City of Lauderdale Lakes (Florida) Mortgage Revenue Bonds (Greenway Village Project), Series 1985 - acted as counsel to the developer - negotiated sale - public offering - purpose: to finance housing project.

BRC \$17,500,000 Housing Finance County of Broward County (Florida) Multifamily Housing Revenue Bonds (Palm Aire Project), Series 1985 - acted as counsel to developer - negotiated sale - public offering - purpose: to finance housing project.

UC \$16,000,000 Housing Finance County of Broward County (Florida) Multifamily Housing Revenue Bonds (Pasadena Place Apartments Project), Series 1985 - acted as counsel to purchaser - negotiated sale - private placement - purpose: to finance housing project.

UC \$7,675,000 City of Lauderhill (Florida) Water and Sewer Revenue Refunding Bonds, Series 1985 - acted as counsel to underwriter - negotiated sale - public offering - purpose: to advance refund water and sewer system revenue bonds.

BC \$6,630,169 City of Cooper City (Florida) Utility System Revenue Refunding Bonds, Series 1985A - acted as bond counsel - negotiated sale - public offering - purpose: to advance refund utility system revenue bonds.

UC \$3,005,000 City of Lauderhill (Florida) Sales Tax Revenue Refunding Bonds, Series 1985 - acted as counsel to the underwriter - negotiated sale - public offering - purpose: to advance refund sales tax revenue bonds.

UC \$5,000,000 Broward County Industrial Development Revenue Bonds (Carvel Stores of Florida, Inc. Project) - acted as counsel to the purchaser - negotiated sale - purpose: to finance manufacturing facility.

UC \$3,000,000 Broward County Industrial Development Revenue Bonds (Roscioli Yacht Refinishing, Inc. Project) - acted as counsel to the purchaser - private placement - negotiated sale - purpose: to finance manufacturing facility.

UC \$1,600,000 Riviera Beach Industrial Development Bonds (U & Me Distribution Center Project) - acted as counsel to the purchaser - private placement - negotiated sale - purpose: to finance distribution center.



Squire Sanders (US) LLP
221 E. Fourth St., Suite 2900
Cincinnati, Ohio 45202

O +1 513 361 1200
F +1 513 361 1201
squiresanders.com

Todd L. Cooper
T +1 513 361 1239
todd.cooper@squiresanders.com

November 1, 2012

VIA EMAIL

Wentworth Estates Community Development District
c/o Hopping Green & Sams
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attention: Jere L. Earlywine, Esq.

**Re: Wentworth Estates Community Development District Special Assessment Bonds,
Series 2006-- Engagement Letter**

Dear Jere:

We thank you for the opportunity to represent the Wentworth Estates Community Development District (the "District") in connection with an examination ("Audit") by the Internal Revenue Service ("IRS") of the above-referenced bonds (the "Bonds") of the District. The representation will involve review and advice and communication with the IRS and, if necessary, negotiation of a successful Closing Agreement with the IRS.

A written engagement agreement is required or recommended by the law of professional ethics in the jurisdictions in which Squire Sanders (US) LLP ("Squire") practices law. The engagement agreement between us consists of this letter and the enclosed Standard Terms and Conditions of Engagement ("Standard Terms"). The engagement agreement is designed to address our responsibilities to each other and to outline for you certain important matters that are best established early as we form an attorney-client relationship with you in this matter.

The engagement agreement responds to requirements in the rules of professional ethics and is intended to achieve a better understanding between us. It is governed by the law of Florida. We request that you review this agreement carefully. By proceeding with this engagement you will be indicating to us that you have done so. It is important that you review and understand the terms of our relationship, such as the section on "Conflicts of Interest."

The Squire attorneys who will be principally involved in this matter will be John Hutchinson, a tax associate, resident in our Cleveland office and myself. Our respective hourly rates this year (2012) are \$___ and \$665, respectively. Our fees for this engagement will be charged on an hourly basis based on our standard fee schedule discounted by 10%. [Fixed Fee Alternative: Our fee for this engagement will be \$20,000. This engagement will end on the earlier of (i) execution of a closing agreement between the District and the IRS or (ii) a decision by the District to pursue an appeal within the IRS.] [Hourly fees with a cap alternative: We will charge the hourly rates set forth above, but, in no case, will our fees

37 Offices in 18 Countries

Squire Sanders (US) LLP is part of the international legal practice Squire Sanders
which operates worldwide through a number of separate legal entities.

Please visit squiresanders.com for more information.

exceed \$30,000. This engagement will end on the earlier of (i) execution of a closing agreement between the District and the IRS or (ii) a decision by the District to pursue an appeal within the IRS.] Customary out-of-pocket expenses will also be charged. Please note that payment is due within thirty days of the date of our statement. Please note that, under our Standard Terms, invoices for our fees are payable within thirty days of the date of our statement.

We advise you, and you hereby consent, to our continuing representation of the Wentworth Estates Community Development District in connection with various tax exempt bond matters, and other matters, none of which involve the pending IRS audit of the Bonds in any way.

Any of the following alternative methods for acceptance of this engagement agreement will be effective: (i) signing and returning the copy of this letter that is enclosed for that purpose, or (ii) assigning us work, including continuing any previous assignment of work, or (iii) sending us a letter or e-mail clearly referencing this engagement agreement and agreeing to it. However, even if you accept this engagement agreement by methods (ii) or (iii), I would appreciate it if you would confirm your acceptance by countersigning the enclosed copy of this letter and returning it to me. If you do not agree with one or more of the provisions of the engagement agreement, please contact me so that we can try to address your concerns. If we do not receive a written objection within two weeks, you will be bound by this engagement agreement (although, as explained in the attached Standard Terms, you can terminate our services at any time.) Of course, if you have any questions or concerns regarding the foregoing, please call me.

Throughout our relationship, we want you to be satisfied with the professional services that we perform on your behalf. Accordingly, we encourage you to contact us just as soon as you have any questions or concerns regarding our services or our fees.

Please arrange for the District Chairman to sign this letter and return it to me if it is acceptable to you.

Sincerely,

Squire Sanders (US) LLP



Todd L. Cooper

Enclosure (Standard Terms and Conditions)
cc: John Hutchinson, Esq.

Received and agreed to
(including Standard Terms and Condition)
this ____ day of _____, 2012

Chairman
Wentworth Estates Community Development District



Standard Terms and Conditions of Engagement Applicable Worldwide 31

The Engagement Agreement between us consists of the accompanying cover letter and, as applicable, any separate Matter Acknowledgment Letter (collectively and individually “Engagement Letter”). It also consists of Terms and Conditions of Engagement applicable worldwide and any Terms and Conditions of Engagement applicable for particular jurisdictions (collectively and individually “Standard Terms and Conditions of Engagement” or “Standard Terms”). The Engagement Agreement is the means by which you are retaining the Firm (as defined in these Standard Terms and also referred to as “us” or “we” or “Squire”) to provide legal services. “You” and “yours” refers to our client(s) defined more fully below in the section entitled WHO IS OUR CLIENT. For your convenience, set forth below are the topics covered in these Standard Terms:

The Firm 1
What Professionals Will Provide the Legal Services? 2
Our Services to You 2
Who Is Our Client? 2
Conflicts of Interest 3
Termination of Representation 4
How We Set Our Fees 5
Other Charges 6
Billing Arrangements and Payment Terms 7
Revenue and Expense Sharing in Networks and Other Relationships with Independent Law Firms 7
Taxes 8
Data Protection and Privacy 8

Client and Firm Documents 8
Equality and Diversity 8
Disclosure of Your Name 8
Firm Attorney Client Privilege 9
Severability 9
Primacy 9
Entire Agreement 9
Governing Law 9
In Conclusion 9

THE FIRM

The “Firm” or “Squire” means, as the case may be, either Squire Sanders (US) LLP¹ or Squire Sanders (UK) LLP,² or, when necessary or appropriate under the law of a particular jurisdiction, an affiliate lawfully permitted to practice law in that jurisdiction. “Squire Sanders” is the collective trade name for an international legal practice of which those entities are the practising entities. Your engagement in this instance is with the entity³ which sent you the cover letter accompanying these Standard Terms. Still, Squire Sanders attorneys worldwide are available to meet your needs and thus Squire Sanders personnel from other Squire Sanders entities may be selected to serve you whatever Squire Sanders entity you

¹ Squire Sanders (US) LLP is a limited liability partnership organized under the laws of the State of Ohio, USA.

² Squire Sanders (UK) LLP (trading as Squire Sanders Hammonds) is a limited liability partnership registered in England and Wales with number OC 335584 and regulated by the Solicitors Regulation Authority. A list of the members and their professional qualifications is open to inspection at 7 Devonshire Square, London, EC2M 4YH.

³ Squire Sanders includes partnerships or other entities in a number of different nations. Due to local laws on regulation of the legal profession, the formal legal name may differ in some nations.

contract with. The use of "Squire Sanders" as a trade or business name or brand by all or any of such entities shall not imply that the international legal practice is itself engaged in the provision of legal or other services. Please see www.squiresanders.com for further information.

This agreement shall apply to all matters for which you might now or in the future request our assistance, unless of course you and we agree in the future to an updated version of this engagement agreement or to a new or revised engagement agreement expressly referring to and superseding this agreement in whole or in part. We encourage you to retain this agreement.

WHAT PROFESSIONALS WILL PROVIDE THE LEGAL SERVICES?

In most cases one Squire attorney will be your principal contact. From time to time that attorney may delegate parts of your work to other lawyers or to legal assistants or nonlegal personnel in the Firm or to outside "contract" personnel.

OUR SERVICES TO YOU

In our letter that presents these Standard Terms to you, or in a separate Matter Acknowledgement Letter, we will specify the matter or case in which we will be representing you. Unless we agree in writing to expand the scope of our representation, an important part of our agreement is that we are not your counsel in other matters, and you will not rely upon us to provide legal services for matters other than that described in the relevant letter. For example, unless specified in the relevant letter, our representation of you does not include any responsibility for: review of your insurance policies to determine the possibility of coverage relating to this matter; for notification of your insurance carriers about the matter; advice to you about your disclosure obligations under U.S. securities laws or any other laws

or regulations; or advice on tax consequences. If at any time you do not have a clear understanding of the legal services to be provided or if you have questions regarding the scope of our services, we are relying on you to communicate with us.

We will apply our professional skill, experience and judgment to achieve your objectives in accordance with the honored standards of our profession that all attorneys are required to uphold. However, we cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control, including the unpredictable human element in the decisions of those with whom we deal in undertaking your representation.

The confidentiality of protected client information (known as "confidences" and "secrets" in some jurisdictions and as "information relating to the representation of a client" in others) will be maintained inviolate in accordance with the applicable law of professional ethics, except to the extent necessary to further your interests or as authorized by applicable law.

Your responsibilities to us in each representation that you ask us to undertake include providing full, complete and accurate instructions and other information to us in sufficient time to enable us to provide our services effectively.

WHO IS OUR CLIENT?

An essential condition of our representation is that our only client is the person or entity identified in the accompanying letter. In the absence of an express identification of our client in the text of the letter, our client is the person or entity to whom the letter is addressed, even though in certain instances

the payment of our fees may be the responsibility of others. In situations in which our client is an entity, we have addressed the letter to an authorized representative of the client. Throughout these standard terms, "you" refers to the entity that is our client, not the individual addressed.

Unless specifically stated in our letter, our representation of you does not extend to any of your affiliates and we do not assume any duties with respect to your affiliates. For example, if you are a corporation, our representation does not include any of your direct or indirect parents, subsidiaries, sister corporations, partnerships, partners, joint ventures, joint venture partners, any entities in which you own an interest, or, for you or your affiliates, any employees, officers, directors, or shareholders. If you are a partnership or limited liability company, our representation does not extend to the individual partners of the partnership or members of the limited liability company. If you are a joint venture, our representation does not extend to the participants. If you are a trade association, our representation excludes members of the trade association. If you are a governmental entity, our representation does not include other governmental entities, including other agencies, departments, bureaus, boards or other parts of the same level of government. If you are an individual, our representation does not include your spouse, siblings, or other family members. If you are a trust, you are our only client. The beneficiaries are not our clients, nor is the trustee in any capacity other than as the fiduciary for the particular trust in our representation. It would be necessary for affiliates, including all those listed above, to enter into a written engagement agreement with us much like this one before they would become clients and we would assume duties towards them. You should know that our engagement agreements with a number of other clients have a similar provision.

If you provide us with any confidential information of your affiliates or any other entities or individuals during our representation of you, we will treat it as your information and maintain its confidentiality in accordance with our duties to you as our client, but you are the exclusive party to whom we owe duties regarding such information.

Except as specifically agreed by both of us, the advice and communications that we render on your behalf are not to be disseminated to or relied upon by any other parties without our written consent.

CONFLICTS OF INTEREST

Since legal practice first began under the name Squire Sanders over 100 years ago, thousands of corporations, other businesses, individuals, governmental bodies, trusts, estates, and other clients have asked Squire Sanders attorneys to represent them. Information on the nature of the Firm's clients and practice is available at <http://www.squiresanders.com> and upon request. Because of the broad base of clients that Squire represents on a variety of legal matters, it is possible that you may find yourself in a position adverse to another Squire Sanders client in counseling, litigation, business negotiations, or some other legal matter in which we do not represent you. Accordingly, following an insurer's recommendation we adopted the following model language recommended:

You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse to your interests or might be deemed to create a material limitation on our representation of you. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our

representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. In similar engagement agreements with a number of our other clients, we have asked for similar agreements to preserve our ability to represent you.

TERMINATION OF REPRESENTATION

You may terminate our representation at any time, with or without cause, upon written notice to us. After receiving such notice, we will cease to render services to you as soon as allowed by applicable law and ethical and/or court rules, which may include court approval of our withdrawal from litigation. Your termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred both before termination and afterwards in connection with an orderly transition of the matter, including fees and other charges arising in connection with any transfer of files to you or to other counsel, and you agree to pay all such amounts in advance upon request.

You agree that the Firm has the right to withdraw from its representation of you if continuing the representation might preclude its continuing representation of existing clients on matters adverse to you or if there are any circumstances even arguably raising a question implicating professional ethics, for example, because a question arises about the effectiveness or enforceability of this engagement agreement, or a question arises about conduct addressed by it, or an apparent conflict is thrust upon Squire by circumstances beyond its reasonable control, such as by a corporate merger or a decision to seek to join litigation that is already in progress, or there is an attempt to withdraw consent.

In any of these circumstances, you agree that Squire would have the right to withdraw from the representation. Regardless of whether you or we terminate the representation, we would (with your agreement) assist in the transition to replacement counsel by taking reasonable steps in accordance with applicable ethical rules designed to avoid foreseeable prejudice to your interests as a consequence of the termination. You agree that regardless of whether you or we terminate the representation (A) we would be paid by you for the work performed prior to termination; (B) our representation of you prior to any termination would not preclude Squire Sanders from undertaking or continuing any representation of another party; and (C) as a result of Squire Sanders' representation of another party you would not argue or otherwise use our representation of you prior to any termination to contend that Squire Sanders should be disqualified.

When we complete the specific services you have retained us to perform, our attorney-client relationship for that matter will be terminated at that time regardless of any later billing period. To eliminate uncertainty, our representation of you ends in any event whenever there is no outstanding request from you for our legal services that requires our immediate action and more than six (6) months (180 days) have passed since our last recorded time for you in the representation, unless there is clear and convincing evidence of our mutual understanding that the representation has not come to an end. After termination, if we choose to perform administrative or limited filing services on your behalf, including but not limited to receiving and advising you of a notice under a contract, lease, consent order, or other document with continuing effect, or filing routine or repeated submissions or renewals in intellectual property or other matters, or advising you to take action, our representation of you lasts only for the brief period in which our task is performed, unless you retain us in writing at

that time to perform further or additional services. After termination, if you later retain us to perform further or additional services, our attorney-client relationship will commence again subject to these terms of engagement unless we both change the terms in writing at that time. Following termination of our representation, changes may occur in applicable laws that could impact your future rights and liabilities. Unless you actually engage us in writing to provide additional advice on issues arising from the matter after its completion, the Firm has no continuing obligation to advise you with respect to future legal developments.

During or following our representation of you, we will be entitled to recover from you fees for any time spent and other charges, calculated at the then applicable rates if we are asked to testify or provide information in writing as a result of our representation of you or any legal requirements, or if our records from our representation of you are demanded, or if any claim is brought against the Firm or any of its personnel based on your actions or omissions (in addition to any other costs involving the claim), or if we must defend the confidentiality of your communications under the attorney-client or any other legal professional privilege (in which case we will to the extent that circumstances permit make reasonable efforts to inform you of the requirement made upon us and give you the opportunity to waive privilege).

HOW WE SET OUR FEES

Unless another basis for billing is established in this engagement agreement, we will bill you monthly for the professional fees of attorneys, paralegals, and other personnel incurred on your behalf based on their applicable rates and the number of hours they devote to your representation. Overall fees will be in accord with the factors in the applicable rules governing professional responsibility. The billing rates of the personnel initially assigned to your

representation are generally specified in the accompanying engagement letter. The billing rates of our attorneys and paralegals vary, depending generally upon the experience and capabilities of the attorney or paralegal involved. Unless otherwise agreed in writing, we will charge you for their services at their applicable rates. Our hourly billing rates are adjusted from time to time, usually at the beginning of each year, both on a selected and firm wide basis. In addition, as personnel gain experience and demonstrate improved skills over time, they may advance into categories that generally have higher hourly billing rates. Advancements to a higher category are typically made annually. Upon any adjustment in the applicable rates, we will charge you the adjusted rates.

At times clients ask us to estimate the total fees and other charges that they are likely to incur in connection with a particular matter. Whenever possible, we are pleased to respond to such requests with an estimate or proposed budget. Still, it must be recognized that our fees are often influenced by factors that are both beyond our control and unforeseeable. This is particularly true in litigation and other advocacy contexts in which much of the activity is controlled by the opposing parties and the Judge, Arbitrator or other decision-maker. Accordingly, such an estimate or proposal carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. We will not be obliged to continue work if the fees or other charges accrued on a matter reach an estimate previously given and a revised estimate cannot be agreed. It is also expressly understood that payment of our fees and charges is in no way contingent on the ultimate outcome of the matter.

OTHER CHARGES

As an adjunct to providing legal services, we may incur and pay a variety of charges on your behalf or charge for certain ancillary support services. Whenever we incur such charges on your behalf or charge for such ancillary support services, we bill them to you separately or arrange for them to be billed to you directly. We may also require an advance payment from you for such charges. These charges typically relate to long-distance telephone calls; messenger, courier, and express delivery services; facsimile and similar communications; document printing, reproduction, scanning, imaging and related expenses; translations and related charges; filing fees; depositions and transcripts; witness fees; travel expenses; computer research; and charges made by third parties (such as outside experts and consultants, printers, appraisers, local and foreign counsel, government agencies, airlines, hotels and the like). Other charges will generally be itemized on your bill, and will also be subject to VAT where applicable. Any bank charges which we incur when making check payments or telegraphic transfers of money will be charged to you inclusive of a handling fee. Our charges for these ancillary support services generally reflect our direct and indirect costs, but charges for certain items exceed our actual costs. For some services, particularly those that involve significant technology and/or support services provided by the Firm (such as imaging documents and computer research), we attempt from time to time to reduce costs by contracting with vendors to purchase a minimum volume of service that is beyond the needs of any single client. In those cases, we may bill you at a per unit rate that may not reflect the quantity discounts we obtain. In many cases the total quantity that will be used by all clients of the Firm over a year or other period of time is not certain. Our charge for fax services is typically based on a charge per page rather than the cost of the telephone usage. In the event any of our statements

for such services are not paid by their due dates, you agree that we have the right not to advance any further amounts on your behalf.

When you send us a letter at the request of your auditors asking us for a response on any loss contingencies, we will charge you a fixed fee for our response that varies with the level of difficulty of the response.

Letter Type	Description	Rate
Clean	No litigation reported	US \$550
Normal	1-3 cases	US \$850
Extraordinary	>3 cases	US \$1,350
Update	Update of prior response	US \$400
No-Services	Verifying no work for client during fiscal year	US \$75

Where we engage others to act on your behalf we do so as your agent and we will not be responsible for any act or omission of those parties. Notwithstanding our advance payments of any charges, you will be solely responsible for all invoices issued by third parties. It is our policy to arrange for outside providers of services involving relatively substantial charges (such as the fees of outside consultants, expert witnesses, appraisers, and court reporters) to bill you directly.

Prompt payment by you of invoices generated by third-party vendors is often essential to our ability to deliver legal services to you. Accordingly, you agree that we have the right to treat any failure by you to pay such invoices in a timely manner to be a material breach of your obligation to cooperate with us.

BILLING ARRANGEMENTS AND PAYMENT TERMS

We will bill you on a regular basis – normally, each month – for both fees and other charges. You agree to make payment within 30 days of the date of our statement, unless a different period of time is specified in the Engagement Letter. If you have any issue with our statement, you agree to raise it specifically before 30 days from the date of our statement or any other due date established in an Engagement Letter. If the issue is not immediately resolved, you agree to pay all fees and other charges not directly affected by the issue before 30 days from the original bill or any other due date established in an Engagement Letter and all amounts affected by the issue within 10 days of its resolution. If we have rendered a final bill and we become liable for other charges incurred on your behalf, we will be entitled to render a further bill or bills to recover those amounts. In the event that a statement is not paid in full before 30 days from the date of our statement or any other due date established in an Engagement Letter, interest and/or late charges will be imposed on any unpaid fees and/or costs at the combined rate of eight percent (8%) per annum or at any lower rate legally required by a particular jurisdiction. If the cover letter accompanying these Standard Terms of engagement specifies an event or an alternate date upon which payment is due, interest and/or late charges will be imposed on any unpaid fees and/or costs 30 days after the specified event or date or any other period specified in an Engagement Letter. The purpose of the late payment charge is to encourage prompt payment, thus reducing our billing and collection costs.

In addition, if your account becomes delinquent and satisfactory payment terms are not arranged, we may postpone or defer providing additional services or withdraw, or seek to withdraw, from the representation consistent with applicable rules. You will remain responsible for payment of our legal

fees rendered and charges incurred prior to such withdrawal.

If our representation of you results in a monetary recovery by litigation or arbitration award, judgment, or settlement, or by other realization of proceeds, then (when permitted by applicable law) you hereby grant us an attorneys' lien on those funds in the amount of any sums due us.

We look to you, the client, for payment regardless of whether you are insured to cover the particular risk. From time to time, we assist clients in pursuing third parties for recovery of attorneys' fees and other costs arising from our services. These situations include payments under contracts, statutes or insurance policies. However, it remains your obligation to pay all amounts due to us before expiration of 30 days from the date of our statement unless a different period is established in an Engagement Letter.

REVENUE AND EXPENSE SHARING IN NETWORKS AND OTHER RELATIONSHIPS WITH INDEPENDENT LAW FIRMS

We have relationships with selected other independent law firms with offices in locations outside the United States where we do not have a Squire Sanders office. These include the Squire Sanders Legal Counsel Worldwide Network, a network of independent firms that share resources and work together to serve clients. Unless we actually form an attorney-client relationship with a client of such a selected independent law firm, such a party is not our client for any purpose, including conflicts of interests. In many cases we share revenues and expenses with such firms in a mutual relationship designed for multiple matters on a continuing basis over a substantial period of time. For example, each member of the Squire Sanders Legal Counsel Worldwide Network pays a base membership fee, with additional membership fees payable based on the cumulative amount of business referred to each member firm from

members of the network. These fee and expense arrangements are intended to cover expenses of the network and encourage its use. We will not increase our fee to you for the purpose of recovering any amounts paid to the network or shared with another law firm. Other law firms with which we have relationships, whether or not part of the network, are required to observe the same restriction.

TAXES

You will be responsible for any applicable VAT or other sales tax that any jurisdiction may impose on our fees and other charges for this representation.

DATA PROTECTION AND PRIVACY

We will comply with applicable data protection laws and regulations for any personal data which you provide to us; and we will assume that you have complied with your own similar obligations. We may process your personal data to enable us to provide you with legal and related services, for administrative purposes, and to comply with laws and regulations.

We may share the personal data you provide to us with some or all of our offices around the world and with other third parties who provide services to us or on our behalf, provided that on each occasion we take steps to ensure that the data is reasonably safeguarded.

CLIENT AND FIRM DOCUMENTS

We will maintain any documents you furnish to us in our client files for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us promptly as to which, if any, of the documents in our files you wish us to turn over to you. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and other charges. Your documents will be turned over to you in

accordance with ethical requirements and subject to any lien that may be created by law for payment of any outstanding fees and costs. We may keep a copy of your files, made at your expense, if you ask us to return or transfer your files. We will retain our own documents and files, including our drafts, notes, internal memos, administrative records, time and expense reports, billing and financial information, accounting records, conflict checks, personnel materials, and work product, such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, and other materials prepared by or for the internal use of our lawyers. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage charges, we have the right to destroy or otherwise dispose of any such documents or other materials retained by us seven years after the termination of the engagement, unless applicable law permits a shorter period for preservation of documents or requires a longer period, or unless a different period is specified in a special written agreement signed by both of us.

EQUALITY AND DIVERSITY

We have a written Equality and Diversity policy to which we seek to adhere at all times in the performance of our services. A copy will be provided to you upon your written request and is available on the Firm's website at <http://diversity.squiresanders.com/en-US/lmshome.aspx>

DISCLOSURE OF YOUR NAME

We are proud to serve you as legal counsel and hope to share that information with other clients and prospective clients. On occasion, we provide names of current clients in marketing materials and on our Web site. We may include your name on a

list of representative clients. We may also prepare lists of representative transactions or other representations, excluding of course any we believe are sensitive. If you prefer that we refrain from using your name and representation in this manner, please advise us in writing.

FIRM ATTORNEY/CLIENT PRIVILEGE

If we determine during the course of the representation that it is either necessary or appropriate to consult with the Firm's Ethics Attorneys, other specially designated Firm attorneys or outside counsel, we have your consent to do so and that our representation of you shall not diminish the attorney-client privilege that Squire has to protect the confidentiality of our communications with such counsel.

SEVERABILITY

In the event that any provision or part of this agreement, including any letters expressly stated to be part of the agreement, should be unenforceable under the law of the controlling jurisdiction, the remainder of this agreement shall remain in force and shall be enforced in accordance with its terms.

PRIMACY

Unless expressly superseded by explicit reference the sections "Who is our Client" and/or "Conflicts of Interest" are fully effective notwithstanding another provision in case of any duplication and to the fullest extent possible in case of inconsistency.

ENTIRE AGREEMENT

This agreement supersedes all other prior and contemporaneous written and oral agreements and understandings between us and contains the entire agreement between us. This agreement may be modified only by a signed written agreement by you and by us. You acknowledge that no promises have been made to you other than those stated in the agreement.

GOVERNING LAW

Unless otherwise specified in the letter accompanying these Standard Terms, all questions arising under or involving this engagement or concerning rights and duties between us will be governed by the law of the jurisdiction in which the lawyer sending you this agreement has his or her principal office, excluding choice of law provisions that might select the law of a different jurisdiction. When another jurisdiction provides that its law will govern notwithstanding any agreement, that other law may of course control, at least on certain questions.

IN CONCLUSION

We look forward to a mutually satisfying relationship with you. If you have any questions about, or if you do not agree with one or more of these terms and conditions, please communicate with your principal contact at the Firm so that we can try to address your concerns. Your principal contact can recommend changes that will be effective once you receive written notice of approval of any revisions, which, depending on the nature of the request, will be made by a Partner in Firm Management and/or an Ethics Partner. Thank you.

ENGAGEMENT LETTER

November __, 2012

Via Electronic Mail and Federal Express

Wentworth Estates Community Development District
[address to be provided]

Re: Legal Engagement as Special Counsel in connection with Internal Revenue Service Examination of certain bonds issued by Wentworth Estates

Ladies and Gentlemen:

We deeply appreciate the interest of Wentworth Estates Community Development District (the "District") in retaining Greenberg Traurig, P.A./Greenberg Traurig, LLP ("Greenberg", "we", "us" or "Firm") to serve as Special Counsel to the District in connection with the Internal Revenue Service ("IRS") examination of the one issue of the District's Bonds to determine compliance with Federal tax requirements (sometimes referred to herein as the "Matter").

It is our firm's policy to confirm in writing the scope and terms of our engagement. This Engagement Letter constitutes the engagement agreement (the "Agreement") between the District and Greenberg which describes the terms of our relationship and sets forth the general terms of our engagement. If this Agreement is acceptable to you, please sign and return a copy to me at your earliest convenience. The original is for your files. We suggest that you discuss this Agreement with Hopping Green & Sams, P.A., counsel to the District ("District Counsel"), or other independent counsel. Please do not hesitate to contact me if you have any comments or questions concerning this Agreement.

Scope of Engagement. We agree to represent the District in connection with the Matter, subject to the terms of this Agreement, with assistance from District Counsel and Development Planning & Financing Group, Inc., as District Manager. In that connection, we will review all inquiries from the IRS, coordinate with District Counsel and the District Manager in gathering information required for responses to the IRS, research legal and factual issues relating to IRS positions raised on audit, communicate on your behalf with the IRS regarding legal issues and proposed resolutions of audit issues, respond to IRS positions, advise you as to your options as to how to proceed, represent you before appeals officers, if necessary, and keep you apprised of all developments. We have not been asked to represent the District in other legal matters at this time. The District may limit or expand the scope of our representation upon request from time to time, but there should be a clear mutual understanding as to any substantial change.

Our fees for the services described above will be based primarily upon the time spent by our personnel. Vanessa Albert Lowry and Carla Young, who are tax attorneys experienced with IRS audits, will be the attorneys primarily responsible for this engagement, with assistance from our Florida bond lawyers regarding any factual or bond issues that arise, our tax-controversy lawyers, if needed, and from firm associates and paralegals as needed. Customarily, each client of the firm is served by a principal attorney contact who is responsible for ensuring that you are and remain satisfied with all aspects of our

representation. Unless you have another preference, I will have primary responsibility for your project and “quarterback” the coordination of the other lawyers and legal assistants in our firm as appropriate.

Staffing/Legal Fees and Expenses. You will be billed for fees and services rendered based on our firm’s regular hourly rates. Ms. Lowry and Ms. Young work as a team and each of their hourly rates is \$585, to be increased to \$595 in December. As appropriate, we will enlist the assistance of other shareholders, associates and paralegals. Currently, the Firm’s hourly rates for paralegal time range from \$205-\$210 and the hourly rates for associate time range from \$250 to \$400. Our tax-controversy lawyers rates range to \$910 at present. Our firm’s hourly rates are increased from time to time in the ordinary course of our business or as market conditions may require, and you will be billed at the rates in effect at the time services are performed. Hourly charges are applied to total time devoted to client representation, including travel time when necessary. The fee for our services is dependent on a variety of factors including the complexity of the issues raised by the IRS and the duration of the audit, and consequently it is not possible to provide a total fee estimate at this time.

We are conscious of the fact that legal fees can quickly accumulate, and we attempt to maintain reasonable fee levels under the circumstances by, among other things, minimizing duplication of effort on a project, utilizing our experience and pre-existing resources, and applying some cost-benefit analyses to most sub-projects. We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in units of tenths of an hour.

In addition to legal fees, you will be billed, without markup, for all costs and expenses incurred or charged by us in connection with this matter. Customary charges for which we bill clients directly include both reimbursable expenses such as photocopies, facsimiles, word processing, secretarial overtime, courier service, computer assisted research, docket and telecommunication charges, and disbursements incurred, including travel expenses, filing fees, court reporting charges, and any incidental costs advanced by us specifically for a matter. Generally, expenses of outside contractors, such as court reporters, surveyors, or title companies, may be directly billed or directed to the client.

Payment of Fees and Charges. Under our normal hourly billing procedures, we will submit to you, on a monthly basis, statements for services rendered and for costs and expenses incurred or charged. If requested by you, these statements will show the time expended by each professional working on the matter on a daily basis, a brief description of the services rendered and a description of the costs and expenses advanced or charged. Each statement is due and payable within 20 days of receipt. Should you have any questions as to any statement, please contact me at your earliest convenience so that we can resolve any problems without delay.

Responsibilities of Attorney and Client. We will provide legal services to you in connection with the Matter. You are not relying on us for, and we are not providing, any business, investment, insurance or accounting decisions or any investigation of the character or credit of persons with whom you may be dealing. In order for us to assist you effectively and efficiently, we expect that you will provide us with the factual information you have which relates to the Matter, and that you will make any appropriate business or technical decisions. In addition, we encourage you to share with us at all times your expectations and any concerns regarding our services during the course of our representation. We believe that you should be actively involved in the strategy and management of your legal affairs and our goal is to encourage candid and frequent communication. We will keep you informed of developments regarding

the Matter and will consult with you as necessary to ensure the timely, effective and efficient completion of our work.

Cooperation. In order to enable us effectively to render the services contemplated, the District agrees to disclose fully and accurately all facts and to keep us apprised of all relevant developments. You agree to cooperate fully with us and to make yourselves or your representatives available when necessary. We will keep you advised of the status of the matters we handle for you and consult with you on important decisions. Your advice of any new developments will maximize our ability to service you.

Termination. Every client has the right to terminate our representation at any time for any reason. We have the same right upon giving the client reasonable notice so that suitable arrangements can be made by the client to obtain alternative representation, in accordance with the applicable Rules of Professional Responsibility.

We are subject to the Florida Bar Code of Professional Responsibility, which lists several types of conduct or circumstances that require or allow us to withdraw from representing a client, including nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal and if withdrawal ever becomes necessary, we immediately give the client written notice of our withdrawal.

Following termination by us, we will continue to provide representation in the matter for a reasonable time, at the client's request, until arrangements can be made for alternative representation. However, our services will consist of only those necessary to protect the client's interests and prevent prejudice. Upon termination, either by us or by the client, the client, upon request, must sign all papers and documents which we believe necessary for GT to accomplish our withdrawal from the representation.

Our attorney client relationship will be considered terminated upon the earliest of (i) the completion of the IRS examination and resolution of matters directly related thereto, (ii) when more than twelve months have elapsed from the last time that you requested and we furnished any billable services to you or (iii) when written notice is given by either party to the other terminating the relationship. If you later retain us to perform further or additional services, the attorney/client relationship will be revived on the terms of this Agreement, subject to any new or supplemental terms of engagement that we may agree upon at that time. The fact that we may inform you from time to time of developments in the law which may be of interest to you, by newsletter or otherwise, should not be understood as revival or continuation of an attorney/client relationship which has otherwise terminated.

Client Documents. We will maintain any documents the District furnishes us in our client file (or files) for this matter. At the conclusion of this engagement (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish for us to return to you; with respect to any other documents, it is our policy to retain such documents in our files for a reasonable period of time and ultimately destroy them in accordance with our record retention program schedule then in effect. In the event that our representation terminates and the District has not paid for all services rendered and/or other charges accrued on your behalf to the date of termination, we may, to the extent permitted by law, assert a retaining lien against any documents or files remaining in our possession until such charges are paid.

Confirmation of Agreement. We encourage the District to consider fully the possible implications of our representation on the basis described. If the foregoing is agreeable, please acknowledge your understanding and agreement by signing this Agreement, which shall control all obligations set forth

herein except as may subsequently be agreed upon in writing, in the space provided below and returning a copy to me by scanning a signed copy of this Agreement and e-mailing it back to me. We appreciate your confidence in our firm and assure you that we will make every effort to perform our services in a prompt and efficient manner.

Sincerely,

GREENBERG TRAURIG, LLP

By: _____
Vanessa Albert Lowry, Shareholder

The foregoing arrangement is accepted and agreed to this ____ day of _____, 2012.

WENTWORTH ESTATES COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

cc: Jere Earlywine, Hopping Green & Sams, P.A.

SETTLEMENT AGREEMENT
RELATING TO MAINTENANCE SERVICES

This Settlement Agreement Relating to Maintenance Services ("Settlement Agreement") is made and entered into by and between the following parties ("Parties"):

Wentworth Estates Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes ("District"); and

Entrix, Inc. d/b/a Cardno Entrix, a foreign corporation ("Cardno Entrix" and together with the District, the "Parties").

RECITALS

WHEREAS, the District and Cardno Entrix previously entered into a January 23, 2009 agreement, which agreement was extended several times (together, "Services Agreement"), whereby Cardno Entrix was to provide certain maintenance services relating to the District's stormwater management lakes; and

WHEREAS, during the period of time in which the Services Agreement was in effect, the District had certain financial hardships arising from landowners' failure to pay special assessments to the District; and

WHEREAS, Cardno Entrix has represented that it performed all services under the Services Agreement and through August 2012; and

WHEREAS, Cardno Entrix has demanded payment for services provided during the months of May, June, and July 2012, and Cardno Entrix has threatened to bring claims relating to the same ("Disputed Amounts"); and

WHEREAS, the Parties have now agreed to a settlement of the Disputed Amounts in accordance with the terms and conditions identified below;

TERMS AND CONDITIONS

NOW THEREFORE, for good and valuable consideration, including but not limited to the full and final settlement of the Disputed Amounts, the Parties agree as follows:

1. **Recitals.** The recitals are incorporated herein as if fully set forth.
2. **Settlement Terms.**
 - a. *Lump Sum Payment* – Within five (5) days of the Execution Date, the District shall provide payment to Cardno Entrix of a lump sum of Twenty Thousand Seven Hundred Seventy Eight Dollars and Seventy Seven Cents ("Settlement Amount"). Cardno Entrix represents and agrees that, upon payment of the Settlement Amount, Cardno Entrix has been fully compensated for its services and work under the Services Agreement; that there are no outstanding requests for payment related to the Services Agreement; and that there is no disagreement as to the appropriateness of payment made for the services provided.

SETTLEMENT AGREEMENT
RELATING TO MAINTENANCE SERVICES

Hopping Green & Sams, P.A.
Post Office Box 6526 (32314)
119 South Monroe Street, Suite 300 (32301)
Tallahassee, Florida
Attn: Jere Earlywine

If to Cardno Entrix: Entrix, Inc. d/b/a Cardno Entrix
5252 Westchester, Suite 250
Houston, Texas 77005

Except as otherwise provided in this Settlement Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Settlement Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for each Party may deliver Notice on behalf of that Party. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

8. **Third Parties.** This Settlement Agreement is solely for the benefit of the formal Parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Settlement Agreement. Nothing in this Settlement Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Settlement Agreement or any of the provisions or conditions hereof. Nothing contained in this Settlement Agreement shall limit or impair any Party's right to protect its rights from interference by a third party.

9. **Drafting.** The fact that one of the Parties to this Settlement Agreement may be deemed to have drafted or structured any provision of this Settlement Agreement shall not be considered in construing or interpreting any particular provision of this Settlement Agreement, either in favor of or against such Party.

10. **Assignment.** No Party may assign, transfer or license all or any portion of its rights under this Settlement Agreement without the prior written consent of the other Parties. Any assignments attempted to be made by any party without the prior written approval of the other Parties are void.

11. **Default.** This Settlement Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida. Exclusive jurisdiction and venue for any litigation brought to enforce this Settlement Agreement shall be in the Circuit Court for Collier County, Florida, and the Parties do hereby specifically waive any other jurisdiction and venue. No Party shall file any lawsuit to enforce this Settlement Agreement unless it has first provided written notice of the alleged violation to the offending Party thirty days prior to filing suit and the offending Party has failed to cure the alleged violation within said period.

SETTLEMENT AGREEMENT
RELATING TO MAINTENANCE SERVICES

12. **Public Records.** All documents of any kind provided to the District or to District Staff in connection with this Settlement Agreement are public records and are to be treated as such in accordance with Florida law.

13. **Severability.** In the event that any provision of this Settlement Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Settlement Agreement.

14. **Amendments.** Amendments to and waivers of the provisions contained in this Settlement Agreement may be made only by an instrument in writing which is executed by all Parties hereto.

15. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement among the Parties relating to the subject matter of this Settlement Agreement.

16. **Counterparts.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. If any Party uses a scanned or facsimile transmittal, that copy shall be deemed to be an original.

17. **Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Settlement Agreement, and that each Party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

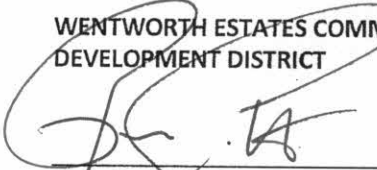
[CONTINUED ON NEXT PAGE]

SETTLEMENT AGREEMENT
RELATING TO MAINTENANCE SERVICES

IN WITNESS WHEREOF, the Parties execute this Settlement Agreement on the dates set forth below.

ATTEST:

**WENTWORTH ESTATES COMMUNITY
DEVELOPMENT DISTRICT**

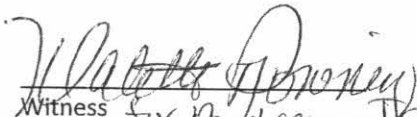



Russell Smith, Chairman
Date: 11/07/12

James P. Ward, Secretary

ATTEST:

ENTRIX, INC. d/b/a CARDNO ENTRIX


Witness for Andrew Egnash
Witness name: Malette
Downing. Bus. Ops Card.



By: Andrew Egnash
Its: Business Operations Manager
Date: 11-7-12