



Stephen L. Kling, Jr.
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Admitted to Practice in
Missouri

December 16, 2009

Olive/Graeser Transportation
Development District

Re: *Arrangements Concerning Legal Representation by this Firm*

Dear Sir/Madam:

To confirm our understanding concerning legal representation, we are pleased to acknowledge that you have engaged this firm to act as your counsel in matters regarding general representation of the Olive/Graeser Transportation Development District (the "OGTDD"). For conflict purposes, we understand the adverse parties, if any, include the following: the City of Creve Coeur, Missouri, and the Missouri Department of Transportation. If you are aware of an actual conflict of interest or the possibility of a conflict arising in the future, please let us know so that we can discuss it in a fully informed manner.

It is the practice of this firm to confirm all fee arrangements in writing. Our charges to you for the services to be rendered will be based primarily upon the time and effort expended. At present, our rates range from \$185.00 to \$300.00 per hour for Principals of this law firm; \$155.00 to \$175.00 per hour for Associate Attorneys in the firm; \$80.00 per hour for Law Clerks and \$75.00 per hour for Legal Assistants. These rates are subject to increases from time to time; please understand that they may not remain fixed at the aforesaid amounts during the entire period of our representation. The fee and expense arrangements set forth herein shall be effective for all services rendered by our firm unless otherwise agreed to in writing.

When necessary, it is the practice of this firm to assign primary and secondary responsible attorneys to your matter, usually a partner and an associate. For this particular matter, the primary attorney is Stephen L. Kling, Jr. and the secondary attorney is Natalie J. Nichols. We may assign others at our discretion although you are welcome to suggest the attorney(s) you would like to work on the matter and to what extent. When appropriate, certain work on your matters will be performed by qualified Associate Attorneys or Legal Assistants of our firm. This may reduce the total charges to you since the charge for their time is less than the charges for the time expended by Principals of this firm.

In the event that we are retained by you to perform additional legal services, the fee arrangements will be as outlined herein unless we have agreed in writing to other arrangements.

In addition to the professional fees, we anticipate that various costs and expenses will be incurred, where necessary, in providing services to you. Such expenses include, but are not limited to, long distance telephone calls, computerized legal research, reproduction costs, postage, travel expenses, and all other expenses directly related to your matter. If any particular item is significant, we will notify you in advance of the cost involved.

It is the practice of this firm to render statements on a monthly basis. We ask that all statements for services rendered and for the costs and expenses incurred be paid in full upon receipt of the billing statement. Should any statement remain unpaid after fourteen (14) days of the billing date, we reserve the right at any time to terminate our representation by written notice to you unless alternative arrangements are agreed to in writing by us. In addition, if a significant amount of work is anticipated in a particular month, for example, depositions, mediation or trial settings, we reserve the right at any time to ask for an appropriate retainer.

Our attorneys are licensed to practice law in Missouri and in federal courts in this district. In addition, several of our attorneys are licensed to practice law in Illinois. Our firm's practice primarily consists of the various business aspects of law, such as commercial litigation, contracts, real estate, corporate and bankruptcy law among others. However, there are several areas of law which we, as a firm, have made a policy decision not to handle. These areas include federal and state securities law; issuance of municipal, industrial and other government bonds; Interstate Land Sale Disclosure Act; and Federal Trade Commission and state law regulating franchising. To the extent issues in these areas arise in your representation, we can refer you to special counsel to discuss representation on such issues.

Some clients request that we communicate with them via Internet e-mail. Be aware that there is a substantial risk of e-mail messages being intercepted as they travel through the Internet or via the network to which your computer is connected. E-mail messages can be intercepted randomly by otherwise disinterested persons as well as by persons specifically interested in the matter which is the subject of the communication. In view of the risk, we recommend that this type of communication be limited to emergency situations. If e-mail is used, our policy is to retain hard copies of the communication for our files.

Upon resolution of your matter, it is the practice of this firm to retain your file for a period of three years. You may, however, claim the file at any time. By signing this letter, you agree that when the retention time period expires, this firm has permission to destroy your file at our discretion. All items in the file will be destroyed except for items of inherent value such as, but not limited to, assignments of rights to property, original wills, unrecorded deeds or stock certificates, which will not be destroyed without your express consent to do so. Those items will be placed in storage or we will return them to you. We may or may not attempt to contact you before we proceed with the destruction of your file at the expiration of the retention period. If we do not hear from you, or your representative, either orally or in writing, within the three years from the date your matter is resolved, as stated above, your file will be destroyed regardless of whether we contact you first. The firm may contact you at any time prior to the expiration of the three year retention period for express permission to destroy your file at that time.

In the unfortunate event that a dispute arises regarding our fees which we, by agreement, are unable to resolve, any fee dispute arising out of this representation shall be submitted to a fee dispute resolution program as approved by either the Missouri Bar or the Bar Association of Metropolitan St. Louis. If, however, such alternative dispute resolution does not occur or is unsuccessful and we must pursue an action for collection of legal fees or to otherwise enforce this agreement, we shall be entitled to recover costs and attorneys' fees associated with such action. In the event of any such litigation arising under this Agreement, **you hereby agree that this Agreement shall be deemed to have been fully executed and performed in the State of Missouri and shall be governed by, construed and enforced in accordance with the laws of the State of Missouri. BY ENTERING INTO THIS AGREEMENT YOU CONSENT TO THE JURISDICTION AND VENUE OF THE COURTS OF ST. LOUIS COUNTY, MISSOURI. IN**

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ADDITION, BY ENTERING INTO THIS AGREEMENT, YOU HEREBY WAIVE YOUR RIGHT TO TRIAL BY JURY.

This firm regularly represents the following owners of property within the OGTDD and certain related entities: Adkins Farms, Inc., D Hutkin Family Investors, LLC, ORA Properties, LLC and 10923 Olive Partners, L.L.C. (hereinafter "Hutkin"). In addition, this firm represented Hutkin, but not any of the other parties, with respect to the negotiation of the District Development Agreement and First Amendment thereto, both dated August 31, 2009. In accepting this agreement, you agree that you will waive any conflict in this regard and that we may continue to represent Hutkin and its affiliates in this and other matters free of any conflict claims.

If the above accurately reflects our agreement regarding this representation, please acknowledge your agreement to the above by executing this Letter Agreement in the space provided below and returning it to our office.

As you should be aware, this is a contract with legally binding provisions. You may wish to retain independent counsel to review this agreement.

We do appreciate your retaining us to represent you. Should you have any questions concerning the foregoing, please contact me immediately.

Sincerely,

JENKINS & KLING, P.C.

By: _____

Stephen L. Kling, Jr.

AGREED AND ACCEPTED:

OLIVE/GRAESER TRANSPORTATION
DEVELOPMENT DISTRICT

By: _____

Print Name: Steven P. Heitz

Title: Chair

SLK/ee

Enclosures