

LEWIS RICE
FINGERSH

Attorneys at Law

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December 7, 2012

Via Electronic Mail

The Honorable Matt Pirrello
Councilman, City of Ellisville
180 S Weidman Rd
Suite 240
Manchester, MO 63021
United States of America

Re: Legal Services Engagement

Dear Councilman Pirrello:

At your request, this engagement letter and the accompanying Statement of Engagement Terms for Legal Services collectively constitute our mutual agreement concerning representation of the cities of Ballwin, Ellisville and Wildwood (the "Cities") by Lewis, Rice & Fingersh, L.C. ("Lewis, Rice") with respect to certain matters set forth herein below. As you well know, it is important to the strength of our attorney-client relationship that from the outset we have a complete understanding of our arrangements.

Nature of Representation

The Cities have asked us to provide counsel in connection with (1) the preparation and passage of legislation during the 2013 Session of the Missouri General Assembly establishing a new political subdivision (the "District") to advance the Manchester Road Great Streets Master Plan and related initiatives (the "Legislative Engagement"), and (2) organizational and operational matters on behalf of the District following passage of such legislation (the "Operational Engagement"). If you desire to engage us for matters other than the matters described above, we will jointly consider that request at the time it is made.

Legal Fees and Expenses

In an effort to support the economic development and regional community enhancements underlying the establishment and operation of the District, Lewis, Rice has agreed to waive all fees associated with the passage of enabling legislation during the 2013 Session of the Missouri General Assembly. Any business expenses approved in advance by the Cities during the Legislative Engagement will be billed on a monthly basis. With this commitment, we trust the Cities will support the retention of Lewis, Rice as legal counsel to the District in its formation and function (*i.e.*, the Operational Engagement).

Established 1909

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During the Operational Engagement, we will bill monthly for our services on an hourly basis, generally recording time in six-minute increments. The hourly rates for the attorneys and paralegals who will work on this representation may vary depending on a number of factors, including the attorney's experience, expertise and subject area involved. In order to reduce legal costs, we will utilize associates and paralegals whenever possible. Naturally, I will be ultimately responsible for this representation and involved in all aspects of our service. Significantly, the District (and not the Cities) would be responsible for payment of our legal fees following its creation.

Current Representation and Conflict Waiver

As you likely know, Lewis, Rice currently serves as legal counsel to the City of Wildwood. My partner, Rob Golterman, manages this representation, and I do not have any involvement in the same. Nonetheless, given our Firm's position, by executing this engagement, you are acknowledging our current and continuing representation of the City of Wildwood on matters unrelated to the Legislative Engagement and waiving any conflicts of interest associated therewith. Should any individual City desire counsel on legislative matters separate from that provided by Lewis, Rice to the Cities as a whole, such City would need to seek that counsel from an attorney not affiliated with Lewis, Rice since our duties will be owed during the Legislative Engagement to the Cities collectively.

Moreover, under the Operational Engagement, we would serve as legal counsel to the District rather than any specific person or entity participating in the District, including the three Cities, and as such our duties would be owed exclusively to the District and not to any of its participating entities. Accordingly, by executing this engagement, each City is acknowledging the same and waiving any conflict of interest associated therewith. Specifically, in the case of Wildwood, should that City require counsel on District matters separate from that provided by Lewis, Rice under the Operational Engagement, when a conflict exists, the City of Wildwood understands and agrees that it may need to seek such counsel from an attorney not affiliated with Lewis, Rice.

Termination of Engagement

You may at any time terminate this engagement upon written notice, and we will immediately cease performing services after receiving such notice. We may at any time terminate this engagement for any reason permitted under the Missouri Rules of Professional Conduct, which reasons include the failure to pay bills or any other acts or circumstances which in our judgment impair or adversely affect the attorney-client relationship between us or conflict with our professional responsibilities.

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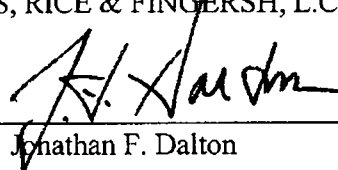
If the terms of this engagement letter and the accompanying Statement of Engagement Terms for Legal Services are acceptable to you, please execute below and return a copy of this signature page to me via facsimile transmission, electronic mail or regular mail. Please also retain a copy for your files. If you have any questions, please do not hesitate to call me.

Best wishes for continued success, and I look forward to working with you.

Yours very truly,

LEWIS, RICE & FINGERSH, L.C.

By: _____


Jonathan F. Dalton

Acknowledged and agreed-to as of the date first written above.

CITY OF BALLWIN

By: _____

Its: _____

CITY OF ELLISVILLE

By: _____

Its: _____

CITY OF WILDWOOD

By: _____

Its: _____

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STATEMENT OF ENGAGEMENT TERMS FOR LEGAL SERVICES

INTRODUCTION

Lewis, Rice & Fingersh is pleased to have the opportunity to serve as your legal counsel. Our Firm is a full service law firm. We have experience in a broad range of legal areas and a varied clientele. The Firm is organized into departments according to areas of legal practice and into practice groups drawn from appropriate departments. We are committed to providing quality legal services to our clients consistent with our ethical and legal obligations as attorneys. To do so, however, we must have the complete and timely cooperation of our client.

This statement contains our standard terms of engagement for legal services. It must accompany an engagement letter titled "Engagement for Legal Services" in which our Firm specifically agrees with you concerning employment. In this statement and in the engagement letter, the pronoun "you" means the person(s) or entity(ies) specifically identified in the engagement letter as our client(s) and does not include any other person or entity having any relationship or affiliation whatever with the person or entity identified as our client. All of the terms in this statement may not by their nature be applicable to a given engagement, or they may be supplemented or varied by the engagement letter. However, any change in the terms in this statement or the engagement letter must be by written agreement. The engagement letter and this statement together set out the contractual terms of our employment in your behalf. Please carefully read both of them.

LEGAL SERVICES

Legal services which we will perform in your behalf are set forth in the engagement letter. It is important that we each understand the scope of the Firm's undertakings. Also, it is important to understand that nothing in this statement or in the engagement letter constitutes or is to be construed as a representation, promise, or guarantee on our part concerning the outcome of any matter or recommended course of action. Any statements or expressions by us during the course of our representation concerning a matter or its outcome are opinions only based on applicable facts known to us at the time and the then state of applicable law.

We consider the attorney-client relationship between us as terminated upon completion of the services we have been retained to perform, as described in the engagement letter. Subsequent representation pursuant to an additional engagement letter reestablishes the relationship.

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STAFFING

Normally, one attorney (in most cases the attorney initially contacted by you) will have overall responsibility for the engagement and will be your primary contact with the Firm. Other Firm attorneys, including attorneys having special expertise in given areas, and legal assistants may perform work in your behalf so as to provide services on the most effective basis or in a timely manner. Professionals working on a matter will confer as required. On complex matters, and frequently on matters involving litigation, we will work in teams. Questions or concerns regarding terms of engagement, staffing, our work, or any other matter should be discussed with the primary attorney. If you are not comfortable in doing so or if you desire to change primary attorney, you should contact either the Practice Group head, Department Chairman, or Chairman of the Firm.

LEGAL FEES AND EXPENSES

Fees. Our fees for legal services are normally based on the amount of time spent on a matter (charged in increments of one-tenth of an hour) and the hourly rate of each professional performing services. Charges for legal services also may be based on criteria in addition to, or other than, hourly rates. Such factors may include the novelty, complexity and size of a matter or undertaking, results obtained, amounts of money or property involved, time limitations placed on us or other circumstances, the extent to which office procedures and methods developed by us contribute to a product and the enhanced risk we assume in rendering a required legal opinion to or for the benefit of a third party. The method of charging for legal services normally will be stated in the engagement letter. It is not our customary policy to perform legal services on a contingent fee basis. In some situations we may consider a contingent fee arrangement; however, to be binding, any such agreement by us must clearly be stated in the engagement letter.

Hourly rates for attorneys and legal assistants are based on levels of experience and expertise and areas of practice. Hourly rates are determined periodically and may increase without notice. Hourly rates are available on request. The engagement letter may set out a range of current rates or the current rates of professionals expected to provide services. Unless otherwise clearly stated in the engagement letter as a fixed or maximum amount, any figure given by us regarding a fee amount or expenses for a matter is an estimate only based on facts known to us at the time and our experience in similar matters and not a guaranteed or final amount. The actual amount of fee may vary substantially since in many situations we cannot control the amount of professional time required of us.

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Expenses. You are required to pay expenses, and out of pocket costs (collectively "expenses") incurred in your behalf. We incur out of pocket costs as your agent. You may be required to pay expenses in advance, either directly to the vendor or to us. Normally we will advance moderate expenses. We will not incur any major expenses without first discussing them with you. Depending on the nature of the matter, expenses which may be incurred include (but are not limited to) charges for long distance telephone, facsimile, courier, express and messenger services, mailings other than normal correspondence, telecopy, printing, photocopying, service of legal documents, filing fees, recording charges, depositions, transcripts, witness fees, computer research, use of experts, consultants and outside legal counsel, travel expenses, and mileage.

Billing. Unless other arrangements are made in the engagement letter, you will be billed monthly for legal services and expenses. Bills are due on receipt. Payments are applied first to expenses and then to legal fees. Clients are required to pay any costs and fees incurred by us, including reasonable outside attorney fees, in collecting amounts due us.

Pursuant to rule of the Missouri Supreme Court, retainers and other deposits of clients are placed in a special bank account maintained by the Firm which bears interest payable to the Missouri Bar Lawyer Trust Account Program. Trust monies are used to fund public programs approved by the Supreme Court. Depending on the size, duration, and transaction costs, a separate account can be arranged with interest accruing to the client.

TERMINATION

You may terminate our representation at any time. We reserve the right to terminate our representation if you fail to pay your account, including any retainer amount, in a timely manner, or if you fail to cooperate with us or to follow our advice, or under any circumstances as may be specified in the engagement letter or constitute a breach on your part of our agreement, or as may otherwise be permitted or required of us by applicable rules of professional responsibility. You will remain responsible for payment of our fees and expenses (billed and unbilled) incurred to date of termination.

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COMMUNICATION

We believe clients and attorneys are best served by having arrangements for representation understood and agreed to in advance. We should be contacted immediately if there are any questions concerning our arrangements as set out in this statement and the engagement letter. Additionally, you are encouraged to communicate with us concerning questions you may have during the course of our representation or in connection with our billings.