

THE 3-TRAILS COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE 3-TRAILS COMMUNITY IMPROVEMENT DISTRICT ("DISTRICT") EXPRESSING THE DISTRICT'S INTENT TO ENGAGE COUNSEL AND AUTHORIZING THE EXECUTION OF THE ENGAGEMENT LETTER BETWEEN THE DISTRICT AND HUSCH & EPPENBERGER, LLC.

WHEREAS, the District, which was formed July 7, 2002, by ordinance number 020753 adopted by the City of Kansas City, Missouri, City Council, is a public body created under the authority of the "Missouri Community Improvement District Act," Sections 67.140, *et seq.*, RSMo, as amended (the "Act"), and is transacting business and exercising the powers granted by the Act;

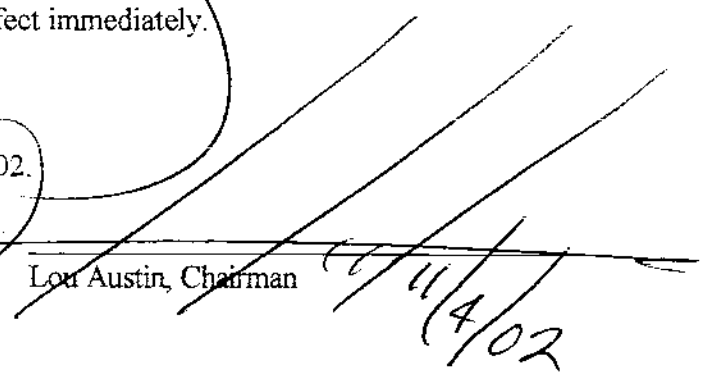
WHEREAS, the District desires to engage, pursuant to the engagement letter (the "Engagement Letter"), the law firm of Husch & Eppenberger, LLC ("Husch Eppenberger"), as counsel for legal services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the 3-Trails Community Improvement District:

Section 1. The District Manager, on behalf of the District, is authorized to execute and to enter into an Engagement Letter, in substantially the same form as attached as Exhibit A, to engage the services of Husch Eppenberger as general counsel, and, in the event the District issues bonds, as bond counsel in addition to Husch Eppenberger's general representation. The District's officers and directors are authorized and directed to take such further actions as are necessary relating to the execution and carrying out of the transactions contemplated by the Engagement Letter.

Section 2. This resolution shall take effect immediately.

Adopted this 4 day of NOVEMBER, 2002.

  
Lou Austin, Chairman

ATTEST:

  
Craig Fischman, Secretary

# Husch & Eppenberger, LLC

Attorneys and Counselors at Law

1200 Main Street, Suite 1700  
Kansas City, MO 64105  
816.421.4800  
816.421.0596 fax  
www.husch.com

November 1, 2002

Board of Directors  
The 3-Trails Community Improvement District  
5912 East Bannister Road  
Kansas City, MO 64134

Re: Agreement For Legal Services

Dear Members of The Board of Directors:

We are pleased that you have asked Husch & Eppenberger, LLC to serve as The 3-Trails Community Improvement District's (The "District") counsel. This letter will confirm our discussion with you regarding your engagement of our firm and will describe the basis on which our firm will provide legal services.

Accordingly, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign in the space provided below and return the enclosed copy of this letter. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call. Again, we are pleased to have the opportunity to serve you.

1. *Client: Scope of Representation.* Our Client in this matter will be The District. We will be engaged to provide advice in connection with general administrative matters and, should The District issue bonds to finance its purposes, we will serve as bond counsel.

2. *Fees and Expenses.* Our fees for professional services will be based primarily on the amount of time expended on your behalf and on the billing rate for each attorney and legal assistant devoting time to this matter. Our billing rates for attorneys currently range from \$160 to \$310 per hour for Members of the firm, \$85 to \$190 per hour for associates and \$55 to \$150 per hour for legal assistants. All work is supervised by a Member of the firm, but we assign a matter to an attorney with the experience level to most competently and economically accomplish the work. On this matter, we expect that Charles G. Renner will have primary responsibility for the work. At present, his hourly rates is \$140.00.

We will bill you on a monthly basis for professional fees and expenses incurred on your behalf. We will include on our statements separate charges for items such as photocopying, messenger and delivery service, computerized research, travel, long-distance telephone and facsimile, and search and filing fees. Fees and expenses of others (such as consultants, experts, appraisers, and local counsel) generally will not be paid by us, but will be billed directly to you.

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ST. LOUIS      CLAYTON      KANSAS CITY      JEFFERSON CITY  
SPRINGFIELD      LEAWOOD      WICHITA      PEGRIA      CHATTANOOGA

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Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than 90 days, we may cease performing services for you.

As noted above, the principal basis on which we compute our fees is the product of time spent multiplied by the hourly rates of the attorneys performing the work. However, it is sometimes appropriate to take other factors into consideration in establishing a charge for our services. These factors might include the complexity of the work, the time constraints under which the work was performed, the results obtained or the efficiency with which the matter was accomplished. We will discuss any such special factors when we believe that a rate other than our standard hourly rate is justified.

3. *Confidentiality.* Under the Federal Trade Commission regulations regarding the Privacy of Consumer Financial Information, 16 Code of Federal Regulations Part 313, law firms which provide certain services to clients may be categorized as financial service providers and required to provide written notices to certain clients regarding disclosure of nonpublic personal information. As attorneys, we collect nonpublic information from clients, and with a client's authorization, from third parties such as accountants, financial advisors, insurance agents, banking institutions, and other advisors. We do not disclose any nonpublic personal information about clients or former clients to anyone except as required by law, or as authorized by the client. If we are authorized by a client, we may disclose nonpublic personal information to unrelated third parties, such as accountants, financial advisors, insurance agents, or government authorities. We restrict access to nonpublic personal information in order to provide legal services to that client. We maintain procedural safeguards that comply with federal regulations and our rules of ethics to guard our client's nonpublic personal information.

4. *Conflicts.* As we discussed, Husch & Eppenberger, LLC has offices in several cities, and we represent many clients on a regional or national basis. In certain areas of the law -- such as litigation, bankruptcy or environmental matters -- we often represent clients in matters involving dozens or hundreds of other parties. It is possible that some of our present or future clients will have disputes with The District during the time that we are representing you. Therefore, we ask that you agree that our firm may continue to represent or undertake to represent existing or new clients in those matters that are not substantially related to our work for The District, even if the interest of such clients in those other matters are directly adverse to The District. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as the result of our representation of The District, we have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client of ours, could be used in any such other matter by such client to the material disadvantage of The District.

Once again, we are pleased to have this opportunity to work with you. Please call me if you have any questions or comments during the course of our representation.

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HUSCH & EPPENBERGER, L.L.C.

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Very truly yours,

HUSCH & EPPENBERGER, LLC

By: Charles Renner  
Charles G. Renner

CGR:lat

AGREED TO AND ACCEPTED:

THE DISTRICT

By: [Signature]

Title: CHAIRMAN/DISTRICT MANAGER

Date: NOVEMBER 1, 2002