

(Rev. 10/02)

OMB No. 0651-0651 (exp. 6/30/2005)

Patent and Trademark Office

12-31-2002



102325087

To the Honorable Commissioner of F

al documents or copy thereof.

1. Name of conveying party(ies):

Fantasy Springs Resorts, Inc.

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ress of receiving party(ies)

FINANCE SECTION

12-23-02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State -
- Other a corporation organized under tribal law of the Cabazon Band of Mission Indians, a federally recognized Indian tribe of the United States

Additional name(s) of conveying party(ies) attached? Yes No

Name: East Valley Tourist Development Authority

Internal Address:

Street Address: 84-245 Indio Springs Drive

City: Indio State: California ZIP: 92203

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other - Conversion
- Change of Name
- Merger

Execution Date: October 11, 2002

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State
- Other an instrumentality organized under tribal law of the Cabazon Band of Mission Indians, a federally recognized Indian Tribe of the United States

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,001,961

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John M. Cone

Internal Address: Akin Gump Strauss Hauer & Feld, LLP

Street Address: P. O. Box 688

City: Dallas State: TX ZIP: 75313-0688

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John M. Cone

Name of Person Signing

John M. Cone
Signature

12/18/02
Date

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002640 FRAME: 0359

ORIGINAL

**THE CABAZON BAND OF MISSION INDIANS,
A Federally Recognized Indian Tribe**

RESOLUTION NO. 101102-01

**RE: APPROVAL OF EAST VALLEY TOURIST DEVELOPMENT
AUTHORITY ORDINANCE**

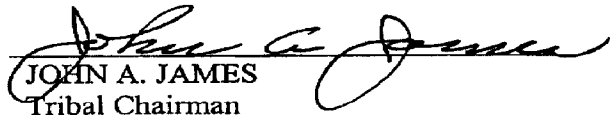
WHEREAS: The Cabazon Band of Mission Indians (the "*Tribe*") is a federally recognized Indian Tribe recognized by the U.S. Department of the Interior and is located in the County of Riverside, State of California;

WHEREAS: The Business Committee of the Tribe (the "*Business Committee*") is fully aware of its options relative to role, functions, authorities and responsibilities;

WHEREAS: The Tribe authorizes the Business Committee to make decisions related to the tribal operations and policies, including, but not limited to, the development and administration of tribal entities, enterprises and instrumentalities;

WHEREAS: The Business Committee, at a duly called meeting on October 11, 2002, authorized the following: A motion was made by Mark Benitez to adopt the East Valley Tourist Development Authority Ordinance attached hereto as Exhibit A; the motion was seconded by April Rosales and; the motion passed unanimously.

NOW, THEREFORE, BE IT RESOLVED THAT: Contingent to the closing of the resort public financing from the sale of revenue bonds of approximately 181 Million Dollars, the Business Committee unanimously agrees to the East Valley Tourist Development Authority Ordinance as evidenced by the attached document number 101102-01. The Business Committee further authorizes John A. James, Chairman, to execute this Resolution on behalf of the Business Committee.


JOHN A. JAMES
Tribal Chairman

TRADEMARK
REEL: 002640 FRAME: 0360

ORIGINAL

CABAZON BAND OF MISSION INDIANS

ORDINANCE NO. 1-10-06-01

EAST VALLEY TOURIST DEVELOPMENT AUTHORITY ORDINANCE

Article 1. Definitions. When used in this Ordinance, the following terms shall have the following meanings:

"Articles" shall mean the Articles of Association of the Tribe adopted by members of the Tribe and certified by the Assistant Secretary of the Interior on or about April 13, 1965, as duly amended from time to time.

"Authority" shall mean East Valley Tourist Development Authority, an instrumentality of the Tribe established by this Ordinance.

"Board" shall mean the governing body of the Authority.

"Bonds" shall mean the [\$181,255,000] of bonds of the CSCDA sold by the CSCDA pursuant to the Official Statement and which are governed by the terms and conditions of the Indenture.

"Business" shall have the meaning given in Section 4.01.

"Business Committee" shall mean the Business Committee of the Tribe referred to in the Articles.

"CSCDA" shall mean the California Statewide Communities Development Authority, a public entity organized pursuant to a Joint Powers Agreement among a number of California counties, cities and special districts entered into pursuant to the provisions relating to the joint exercise of powers contained in Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code.

"Casino" shall have the meaning given in Section 2.01.

"Compact" shall mean the Tribal-State Compact between the Tribe and the State of California dated September 10, 1999, which was approved by the United States Secretary of the Interior in May of 2000 and which approval was published in the Federal Register on May 16, 2000, as duly amended from time to time, and any replacement or substitute therefore.

"Development Project" shall have the meaning given in Section 2.04.

"Fantasy Springs" shall mean Fantasy Springs Resorts, Inc., a tribally chartered corporation wholly owned by the Tribe and established on January 10, 2001 pursuant to Business Committee Resolution No. 1-10-00-06.

"Financing Transaction" shall have the meaning given in Section 2.04.

"IGRA" shall mean the federal Indian Gaming Regulatory Act of 1988, Public Law 100-497, as amended from time to time.

"Indenture" shall mean that certain Indenture dated October __, 2002, which governs the terms and conditions of the Bonds sold by the CSCDA pursuant to the Official Statement.

"Loan Agreement" shall mean that certain loan agreement to be entered into by the Authority and the CSCDA pursuant to which the CSCDA will loan to the Authority the proceeds from the sale of the Bonds.

"Official Statement" shall mean that certain Official Statement dated October __, 2002 pursuant to which the CSCDA sold the Bonds.

"Original Tribal Corporations" shall have the meaning given in Section 2.02.

"Ordinance" shall mean this Ordinance No. ____ of the Business Committee.

"Reservation" shall mean the Cabazon Indian Reservation located in the Palm Springs area of the State of California.

"Tribal Code" shall have the meaning given in Section 2.03.

"Tribal Party" shall mean the Tribe and any branch, subdivision, department, authority, commission, agency, board, committee or controlled entity of the Tribe.

"Tribe" shall mean the Cabazon Band of Mission Indians, a federally recognized Indian tribe.

Article 2. Background.

Section 2.01 The Tribe has previously entered into the Compact and is lawfully operating its gaming related business, known as Fantasy Springs Casino (the "**Casino**").

Section 2.02 Prior to January 10, 2001, the Tribe operated the Casino through four separate wholly owned and tribally-chartered corporations – Cabazon Bingo, Inc., Cabazon Simulcast Wagering Corporation, Cabazon Restaurant Corporation and Cabazon Nightclub Corporation (collectively, the "**Original Tribal Corporations**").

Section 2.03 On January 10, 2001, pursuant to Business Committee Resolution No. 1-10-00-06, the Tribe (a) formed Fantasy Springs pursuant to Chapter 1, Title 11 of the Cabazon Tribal Code (the "**Tribal Code**") and (b) merged all of the Original Tribal Corporations into Fantasy Springs.

Section 2.04 The Tribe and the Authority are planning a development project (the "**Development Project**"), which includes expanding the gaming space in the Casino, building a hotel adjacent to the Casino and adding additional parking facilities and other amenities. The

Article 8. Enumerated Powers. Subject to the provisions of this Ordinance, the Authority, acting through the Board and authorized officers, employees and agents of the Authority, shall have the following powers:

Section 8.01 to receive, collect and own all revenues and to pay all expenses and expenditures;

Section 8.02 to open and maintain deposit, securities or other accounts with banks or other financial institutions, which accounts shall be separate from all other accounts of the Tribe, and no assets in the accounts of the Authority shall be commingled with the other assets of the Tribe;

Section 8.03 to acquire by gift, lease or otherwise, and own any now existing or hereafter acquired property or property interest of any nature, and to dispose of by any lawful means any now existing or hereafter acquired property or property interest of the Authority;

Section 8.04 to hire and discharge all employees, any agents, consultants, or independent contractors, including attorneys and accountants;

Section 8.05 to enter into any contract or agreement of any nature with any other party or parties;

Section 8.06 to make any filing or file any report or application with any Tribal, state or federal authority;

Section 8.07 to incur any form of indebtedness or obligation, including through issuance of debt securities or by means of a guarantee, and to pledge as security for the same any assets or revenues of the Authority, other than any interest in real property;

Section 8.08 to sue and, subject to Article 9 of this Ordinance and subject to an express written authorization approved by the Board with respect to a particular transaction, to waive sovereign immunity of the Authority from unconsented suit or other legal proceedings, allow enforcement and recourse related thereto as against the Authority, its assets and revenues and agree to and engage in any dispute resolution process;

Section 8.09 to develop, design, construct and equip facilities for use or useful to the Business;

Section 8.10 to take any other action deemed necessary, appropriate or convenient for the operation of the Business or to further the general purposes of the Business described in Article 3; and

Section 8.11 to take any other action as shall be expressly authorized or directed by the Tribe.

Any exercise by the Authority of any powers or authority in accordance with this Ordinance shall constitute the exercise of a governmental function of the Tribe.

Article 9. Enumerated Limitations.

Section 9.01 Notwithstanding any other provision in this Ordinance, the Authority shall not take any of the following actions without written authorization from the Tribe:

- (a) waive or purport to waive the sovereign immunity of the Tribe or any Tribal Party, except as expressly authorized in Section 8.08 with respect to the Authority;
- (b) pledge as security for any debt or other obligation any revenues or assets of the Tribe or any other Tribal Party, other than those of the Authority;
- (c) bind the Tribe or create any obligation or liability of the Tribe;
- (d) engage in any business other than a gaming business and the operation of a hotel, conference center and related businesses, as contemplated by the Official Statement;
- (e) declare or pay any distribution of profits to the Tribe;
- (f) authorize or issue, or obligate itself to authorize or issue, any equity securities or ownership interest to any person other than the Tribe;
- (g) incur any indebtedness except indebtedness under the Loan Agreement or other indebtedness authorized by the Official Statement and related documents;
- (h) take any action, or fail to take any action, which would result in a default under the provisions the Loan Agreement;
- (i) make any single capital expenditure in any single year in an amount in excess of \$ _____ or any combination of capital expenditures in any single year in an amount in excess of \$ _____ in the aggregate;
- (j) create any subsidiary;
- (k) effect any liquidation, dissolution or winding up of the Authority;
- (l) effect any sale, lease, assignment, transfer or other conveyance of the assets of the Authority except in the ordinary course of business;
- (m) lease, sublease or grant a license or concession to occupy, manage or use any material portion of the property of the Authority, except in the ordinary course of business;
- (n) effect any consolidation or merger involving the Authority;
- (o) authorize any expansion of the operations of the Authority as described in Section 4.01 of this Ordinance beyond the property described in Exhibit A;
- (p) authorize or consent to any action that otherwise conflicts with the rights and/or protections to which the Tribe is entitled; or

(q) authorize any financing for the expansion of the Business beyond that provided for under the Loan Agreement and the Official Statement.

Section 9.02 At the direction of the Tribe, the Board will be obligated to authorize and cause the officers of the Board to take the following actions:

- (a) prepay the loan provided under the Loan Agreement, including entering into any financing arrangements necessary to facilitate the prepayment of such loan;
- (b) subject to any restrictions contained in the Loan Agreement, distribute the Authority's profits to the Tribe; and
- (c) take any action necessary to be taken to prevent or avoid the occurrence of an event of default under the Loan Agreement.

Article 10. Board of Directors.

Section 10.01 Powers. Subject to the provisions of this Ordinance, the business and affairs of the Authority shall be managed and all business enterprise powers shall be exercised by or under the direction of the Board.

Section 10.02 Number and Term of Office.

(a) The Board shall consist of five (5) directors elected by the Business Committee. Except as hereinafter provided, each director shall serve for a three (3) year term, or until his or her earlier resignation or removal.

(b) The directors of the Authority shall be divided into three classes as nearly equal in size as is practicable, hereby designated Class I, Class II and Class III. The term of office of the initial Class I directors shall expire on the first anniversary of the adoption of this Ordinance, the term of office of the initial Class II directors shall expire on the second anniversary of the adoption of this Ordinance and the term of office of the initial Class III directors shall expire on the third anniversary of the adoption of this Ordinance. As of each anniversary of the adoption of this Ordinance, the Tribe shall elect such number of successor directors as necessary to fill the number of director positions expiring on such date. As of each anniversary of the adoption of this Ordinance, each of the successor directors elected to replace the directors of a Class whose term shall have expired shall be elected to hold office until the third anniversary of the date of his or her election and until his or her respective successor shall have been duly elected and qualified.

Section 10.03 Qualification and Election. All directors of the Authority shall be natural persons of at least 21 years of age and shall be independent directors. For purposes of the foregoing, a director will not be "independent" if the director:

(a) is an affiliate of the Tribe or a member of the immediate family of any such affiliate;

(b) is employed by the Authority or any of its affiliates for the current year or any of the past three years;

(c) is a member of the immediate family of an individual who is, or has been in any of the past three years, employed by the Authority or any of its affiliates as an executive officer;

(d) has, or is an immediate family member of a person who has, accepted any payment, including political contributions, from the Authority or any of its affiliates in excess of \$60,000 during the previous fiscal year, other than compensation for Board service, benefits under a tax-qualified retirement plan or non-discretionary compensation; or

(e) is a partner in, or a controlling shareholder or executive officer of, any for-profit business organization or any charity to which the Authority made, or from which the Authority received, payments that exceed 5% of the Authority's or business organization's or charity's consolidated gross revenues for that year, or \$200,000, whichever is more, in any of the past three years.

Section 10.04 Duties of Directors.

(a) A director shall perform the duties of a director, including duties as a member of any committee of the Board upon which the director may serve, in good faith, in a manner such director believes to be in the best interests of the Authority and the Tribe and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances

(b) A person who performs the duties of a director in accordance with this section shall have no liability based upon any alleged failure to discharge the person's obligations as a director.

Section 10.05 Director Conflicts of Interest.

(a) No contract or other transaction between the Authority and one or more of its directors or any other corporation, firm, association or entity in which one or more of its directors are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the Board or a committee thereof which authorizes, approves or ratifies such contract or transaction or because his or their votes are counted for such purpose, if:

- (i) The fact of such relationship or interest is disclosed or known to either (x) the Board or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors or (y) the Tribe authorizes, approves or ratifies such contract or transaction;
- (ii) The Board determines that the contract or transaction is fair and reasonable to the Authority at the time the contract or transaction is

authorized, approved or ratified, and is reasonably likely to further the Authority's business activities, in the light of circumstances known to those entitled to vote thereon at that time; and

- (iii) The interested director abstains from voting on the matter and does not participate in the meeting while the disinterested directors discuss the contract or transaction.

(b) A director is required to make available to the Authority a business opportunity before the director pursues such an opportunity for the director's own or another's account. A director shall make full disclosure to the Board and seek its authorization to pursue any opportunity which the director suspects may be a business opportunity in which the Authority would be interested based upon the following:

- (i) The circumstances under which the director became aware of the opportunity;
- (ii) The significance of the opportunity to the Authority and the degree of interest of the Authority in the opportunity;
- (iii) Whether the opportunity relates to the Authority's existing or contemplated business; and
- (iv) Whether there is a reasonable basis for the Authority to expect that the director should make the opportunity available to the Authority.

(c) Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies any contract or transaction in which a director has a material interest.

Section 10.06 Presiding Officer. Meetings of the Board shall be presided over by the Chairman of the Board, if there be one, or if the Chairman of the Board is not present, by the Vice Chairman of the Board, if there be one, or if the Vice Chairman of the Board is not present, by the Chief Operating Officer. The Secretary, or, in the Secretary's absence, an Assistant Secretary, shall act as secretary of every meeting, but if neither the Secretary nor an Assistant Secretary is present, the presiding officer shall choose any person present to act as secretary of the meeting.

Section 10.07 Resignations. Any director of the Authority may resign at any time by giving written notice to the Chairman of the Board or the Secretary or Assistant Secretary of the Authority. Such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 10.08 Vacancies. The Business Committee may fill any vacancy occurring in the Board with persons who meet the qualifications set forth in Section 10.03 of this Ordinance.

The director so elected shall continue in office until expiration of the term that the director was appointed to fill and until such director's successor is elected and qualified.

Section 10.09 Removal.

(a) Any director may be removed, with or without cause, by the Tribe.

(b) In case any one or more directors is so removed, new directors who meet the qualifications set forth in Section 10.03 of this Ordinance shall be elected by the Tribe.

Section 10.10 Place of Meeting.

(a) The Board may hold its meetings at such place or places as the Board may from time to time appoint, or as may be designated in the notice calling the meeting.

(b) Meetings may be held by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and participation in such a meeting shall constitute presence in person at such meeting.

Section 10.11 Regular Meetings. Regular meetings of the Board shall be held at such time and place as shall be designated from time to time by resolution of the Board. If the date fixed for any regular meeting is a legal holiday under the laws of the place where such meeting is to be held, then the meeting shall be held on the next succeeding business day, not a Saturday or Sunday, or at such other time as may be determined by resolution of the Board. At regular meetings, the directors shall transact such business as may properly be brought before the meeting. Notice of regular meetings need not be given.

Section 10.12 Special Meetings. Special meetings of the Board shall be held whenever called by the Chairman of the Board, the Chief Operating Officer or President or two or more of the directors. Notice of each such meeting shall be given to each director by telephone or in writing at least 24 hours (in the case of notice by telephone) or 48 hours (in the case of notice by facsimile or electronic mail) or three (3) days (in the case of notice by mail) before the time at which the meeting is to be held. Every such notice shall state the time and place of the meeting, but need not state the purpose of, or the business to be transacted at, such meeting.

Section 10.13 Initial Meeting. The Board shall hold an initial meeting, which may either be a regular or special meeting of the Board, no later than forty-five (45) days after the effective date of this Ordinance.

Section 10.14 Quorum, Manner of Acting, and Adjournment.

(a) A majority of the directors then serving shall constitute a quorum for the transaction of business.

(b) Except as otherwise specified in the Articles, this Ordinance or the Code, the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board. The directors shall act only as the Board and the individual directors shall have no power as such; provided, however, that any action which may be taken at a meeting of the Board or of a committee thereof may be taken without a meeting if all directors or committee members, as the case may be, consent thereto in writing. Such consent shall have the same effect as a unanimous vote.

Section 10.15 Committees.

(a) The Board, by resolution adopted by a majority of the full board, shall designate from among its members an Audit Committee and one or more other committees, each committee to consist of two or more directors. The Audit Committee will be governed by a

charter to be adopted by the Audit Committee and revised from time to time thereafter as it shall determine in its discretion.

(b) The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member, and the alternate or alternates, if any, designated for such member, of any committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint a qualified director to act at the meeting in the place of any such absent or disqualified member.

(c) Except as otherwise provided in this section, any committee shall have and exercise the authority of the Board to the extent provided in the resolution designating the committee. The Board, with or without cause, may dissolve any such committee or remove any member thereof at any time.

(d) No committee of the Board shall have the authority of the Board in reference to:

- (i) The amendment or repeal of this Ordinance or the adoption of new ordinance;
- (ii) The filling of vacancies on the Board or any committee thereof;
- (iii) The fixing of compensation of directors for serving on the Board or any committee thereof; or
- (iv) The submission to the Tribe of any action that requires approval of the Tribe.

Sections 10.11, 10.12, 10.13 and 10.14 shall be applicable to committees of the Board.

Section 10.16 Compensation. Directors shall be entitled to receive \$7,500 per fiscal quarter and \$1,000 per meeting (including any meetings as a member of the audit and/or compensation committee), as well as reimbursement for any reasonable expenses incurred in attending such meetings. Any director receiving compensation under this provision shall not be barred from serving the Authority in any other capacity and receiving reasonable compensation for such other services, so long as the director satisfies the independence standards set forth in Section 10.03 of this Ordinance.

Section 10.17 Minutes. The Authority shall keep minutes of the proceedings of its Board and committees thereof.

Section 10.18 Indemnification.

(a) The Authority shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the name or

right of the Authority) by reason of the fact that the person is or was a director, officer, employee or agent of the Authority, or is or was serving at the request of the Authority as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Authority, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Authority, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

(b) The Authority shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Authority to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the Authority, or is or was serving at the request of the Authority as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Authority except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Authority unless and only to the extent that the Cabazon Reservation Court or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Cabazon Reservation Court or such other court shall deem proper.

(c) To the extent that a present or former director or officer of the Authority has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section (unless ordered by a court) shall be made by the Authority only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of this section. Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (i) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (ii) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, or (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion or (iv) by the Tribe.

(e) Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Authority in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Authority as authorized in this section. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the Authority deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

(g) The Authority shall purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Authority, or is or was serving at the request of the Authority as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Authority would have the power to indemnify such person against such liability under this section.

(h) For purposes of this section, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the Authority" shall include any service as a director, officer, employee or agent of the Authority which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Authority" as referred to in this section.

(i) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(j) The Cabazon Reservation Court is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise. The Cabazon Reservation Court may summarily determine the Authority's obligation to advance expenses (including attorneys' fees).

Article 11. Notice-Waivers.

Section 11.01 Notices. Whenever written notice to any person is required by the Articles, this Ordinance or the Code, it may be given to such person either personally or by sending a copy thereof by commercial overnight delivery service or through the mail to his address appearing on the books of the Authority, or supplied by him to the Authority for the purpose of notice. If the notice is sent by mail it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail.

Section 11.02 Waiver of Notice.

(a) Whenever any notice is required to be given to any shareholder or director by the Articles, this Ordinance or the Code, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

(b) Attendance of a person at any meeting shall constitute a waiver of notice of such meeting, except when a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Article 12. Officers.

Section 12.01 Number, Qualifications and Designation. The initial officers of the Authority shall consist of a Chairman of the Board, Chief Operating Officer, a Chief Financial Officer, a Secretary and such additional officers as may be elected or appointed in accordance with Section 12.03 of this Ordinance as may be necessary to enable the Authority to sign instruments. Any number of offices may be held by the same person.

Section 12.02 Additional Officers. The Board, at its discretion, may appoint a President, one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, or such other officers or agents as the business of the Authority may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in this Ordinance, or as the Board from time to time may determine.

Section 12.03 Election and Term of Office. The officers of the Authority shall be appointed by the Board, and each such officer shall hold office until such officer's successor shall have been duly appointed or elected and qualified, or until such officer's death, resignation or removal.

Section 12.04 Resignations. Any officer or agent may resign at any time by giving written notice to the Chairman of the Board, or to the Chief Operating Officer or Secretary. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 12.05 Removal. Any officer or agent of the Authority may be removed by the Board whenever the best interests of the Authority will be served thereby. Such removal shall

not prejudice the contract rights, if any, of the person so removed. Election or appointment of an agent shall not itself create contract rights.

Section 12.06 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by the Board.

Section 12.07 General Powers. All officers and agents of the Authority, as between themselves and the Authority, shall have such authority and perform such duties in the management of the Authority as may be provided in this Ordinance, or as may be determined by resolution of the Board not inconsistent with this Ordinance.

Section 12.08 The Chairman of the Board. The Board shall choose a Chairman of the Board from among its members. The Chairman of the Board shall, if present, preside at all meetings of the Board and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board.

Section 12.09 The Chief Operating Officer. Subject to such supervisory powers, if any, as may be given by the Board to another officer designated by the Board, if there be such an officer, the Chief Operating Officer shall be the general manager of the Authority and shall, subject to the control of the Board or such other officer, have general supervision, direction and control of the business and affairs of the Authority. He shall have the general powers and duties of management usually vested in the office of the Chief Operating Officer of a corporation, and shall have such other powers and duties as may be prescribed by the Board or this Ordinance.

Section 12.10 Chief Financial Officer. The Chief Financial Officer shall report on a day to day basis to, and shall be subject to the control and general supervision of, the Chief Operating Officer or such other officer designated by the Board, subject in all cases to the ultimate supervision of the Board. The Chief Financial Officer shall have general supervision, direction and control of the financial affairs of the Authority and shall have such other powers and duties as may be prescribed by this Ordinance. In the absence of a named Treasurer, the Chief Financial Officer shall also have the powers and duties of the Treasurer as hereinafter set forth and shall be authorized and empowered to sign as Treasurer in any case where such officer's signature is required.

Section 12.11 The Secretary. The Secretary or an Assistant Secretary shall, to the extent possible, (a) attend all meetings of the Board (b) record all the votes of the directors and the minutes of the meetings of the Board and committees thereof in a book or books to be kept for that purpose, (c) see that notices are given and records and reports are properly kept and filed by the Authority as required by law, (d) be the custodian of the seal of the Authority, and, in general, (e) perform all duties incident to the office of Secretary, and such other duties as from time to time may be assigned by the Board.

Section 12.12 The Treasurer. The Treasurer or an Assistant Treasurer shall (a) have or provide for the custody of the funds or other property of the Authority and keep a separate book account of the same, (b) collect and receive or provide for the collection and receipts of monies earned by or in any manner due to or received by the Authority, (c) deposit all funds in his or her custody as Treasurer in such banks or other places of deposit as the Board from time to time may

designate, (d) whenever so required by the Board, render an accounting showing his or her transactions as Treasurer and the financial condition of the Authority, and, in general, (e) discharge such other duties as from time to time may be assigned by the Board or the Chief Operating Officer.

Section 12.13 Vice Presidents. The Vice Presidents shall have such duties as from time to time may be assigned by the Board or the Chief Operating Officer.

Section 12.14 Salaries. The salaries of the officers elected by the Board shall be fixed from time to time by the Board or by such officer or committee as may be designated by resolution of the Board.

Section 12.15 [Officers' Bonds]. Any officer of the Authority shall give a bond for the faithful discharge of such officer's duties in such sum, if any, and with such surety or sureties, as the Board shall require.]

Article 13. Records, Audits and Reports.

Section 13.01 The Authority shall maintain such books and records with respect to its operations and assets as are customary or required by any applicable legal requirement. The Authority shall cause annual audits of the Business in compliance with generally accepted auditing procedures and the preparation of financial statements based thereon in accordance with generally accepted accounting principles, IGRA and the Compact.

Section 13.02 There shall be kept at the principal office of the Authority an original or duplicate record of the proceedings of the directors, and the original or a copy of the Ordinance including all amendments or alternations thereto to date.

Section 13.03 The Tribe, upon written demand directed to the Authority at its principal office, shall have the right to examine, in person, or by agent or attorney, at any reasonable time or times, for any proper purpose the Authority's relevant books and records of accounts, minutes and to make copies of or extracts therefrom. In every instance where any attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the Tribe.

Section 13.04 Within 120 days following the end of each fiscal year of the Authority, the Authority shall submit a written report to the Tribe with respect to the financial condition and business affairs of the Authority. The Authority shall prepare such other reports at such times and relating to such matters with respect to the Business as the Tribe may from time to time request.

Article 14. Miscellaneous.

Section 14.01 Checks. All checks, notes, bills of exchange or other orders in writing shall be signed by such person or persons as the Board from time to time may designate.

Section 14.02 Contracts. The Board may authorize any officer or officers, agent or agents to enter into any contract or to execute or deliver any instrument on behalf of the Authority, and such authority may be general or confined to specific instances.

Section 14.03 Deposits. All funds of the Authority shall be deposited from time to time to the credit of the Authority in such banks, trust companies, or other depositories as the Board may approve or designate, and all such funds shall be withdrawn only upon checks signed by such one or more officers or employees as the Board from time to time shall determine.

Section 14.04 Non-Solicitation Between the Authority and the Tribe. The Authority shall not solicit any current or former employee of the Tribe for purposes of providing such employee with employment opportunities at the Authority, without the written consent of the Business Committee of the Tribe; it being understood that the Tribe has also agreed not to solicit any current or former employee of the Authority for purposes of providing such employee with employment opportunities with the Tribe, without the written consent of the Board.

Section 14.05 Interpretation. To the extent reasonable, this Ordinance shall be read and interpreted in a manner that is consistent with the Articles, but in the event of any inconsistency, the provisions of the Articles shall control.

Section 14.06 Inconsistent Laws Repealed. Subject to Section 14.05, all provisions of any law, statute, ordinance, resolution or action of the Tribe that are inconsistent with or would frustrate the intent of this Ordinance are hereby repealed.

Section 14.07 Effectiveness. When approved, this Ordinance shall be deemed effective as the law of the Tribe for all purposes as of _____, 2002 and the Authority shall have been duly converted as of that date.

EXHIBIT A
DESCRIPTION OF PROPERTY

EXHIBIT A

**LEGAL DESCRIPTION OPTION 1, TRUST AREA
FANTASY SPRINGS RESORT HOTEL
AND CASINO EXPANSION, PHASE 1**

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 19, T55, R8E, SBBM MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, T55, R8E, SBBM;

THENCE N89°52'02" N, A DISTANCE OF 223.42 FEET;

THENCE S 00°07'58" W, A DISTANCE OF 148.99 FEET;

THENCE N 00°00'00" E, A DISTANCE OF 273.77 FEET;

THENCE S 77°02'01" E, A DISTANCE OF 455.09 FEET;

THENCE S 00°00'00" W, A DISTANCE OF 367.28 FEET;

THENCE S 19°26'06" W, A DISTANCE OF 481.79 FEET;

THENCE S 16°57'53" W, A DISTANCE OF 242.90 FEET;

THENCE S 44°20'22" W, A DISTANCE OF 78.21 FEET;

THENCE N 45°28'41" W, A DISTANCE OF 614.48 FEET;

THENCE N 42°43'32" W, A DISTANCE OF 316.90 FEET;

THENCE N 00°07'23" W, A DISTANCE OF 697.89 FEET; TO THE POINT OF BEGINNING

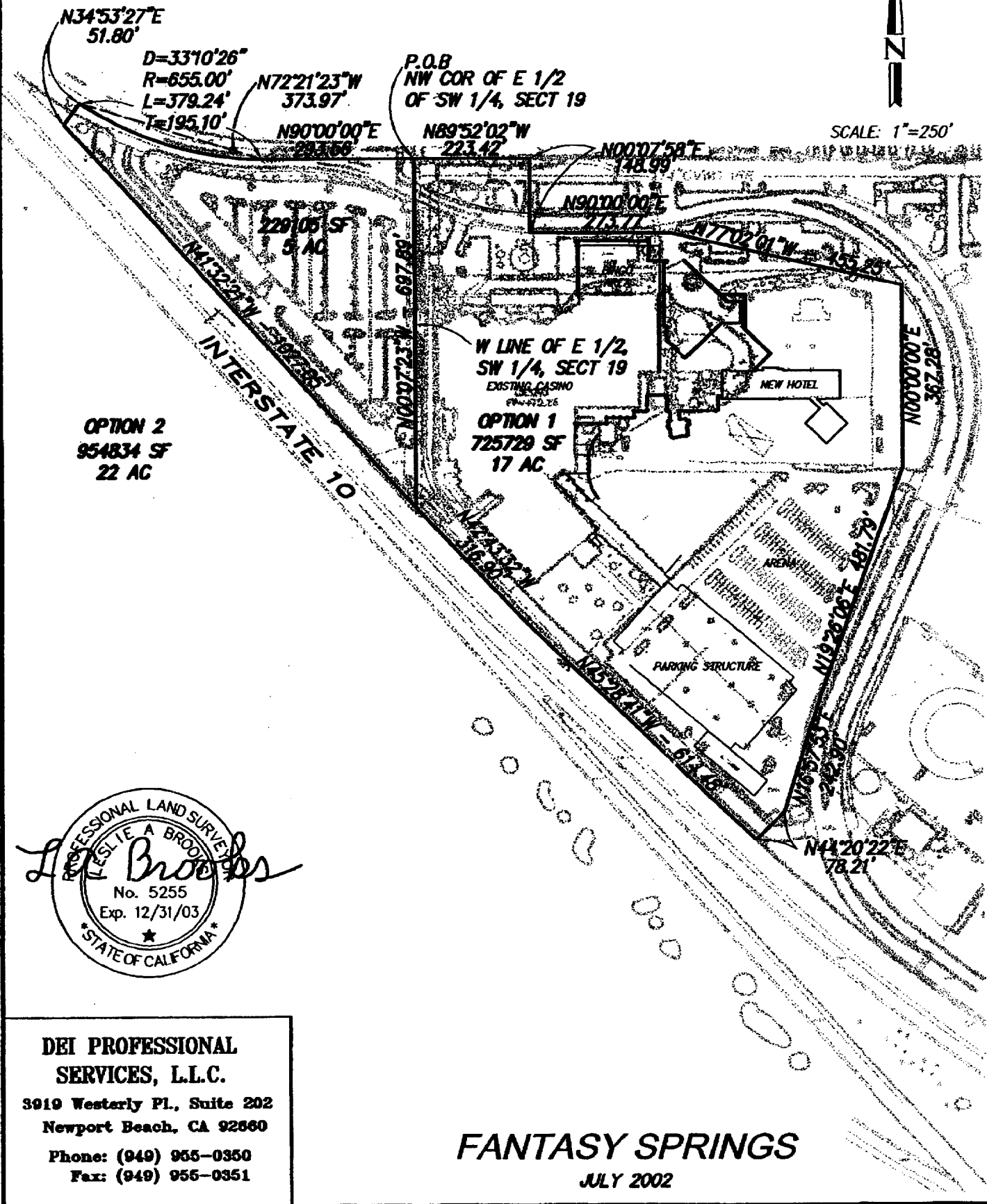
CONTAINING 725,729 SQ FT, 17 ACRES MORE OR LESS

G:\Dwg\2080-Fantasy Springs Resort\Final-Ph1\EXHIBITS\CLOSURE-OPT1-to Mark_9-19-02.dwg, 09/20/02 02:22:33 PM

EXHIBIT B



SCALE: 1"=250'



OPTION 2
954834 SF
22 AC

OPTION 1
725729 SF
17 AC

W LINE OF E 1/2,
SW 1/4, SECT 19
EXISTING CASINO

NEW HOTEL

PARKING STRUCTURE



DEI PROFESSIONAL SERVICES, L.L.C.
 3919 Westerly Pl., Suite 202
 Newport Beach, CA 92660
 Phone: (949) 955-0350
 Fax: (949) 955-0351

FANTASY SPRINGS

JULY 2002

TRADEMARK

RECORDED: 12/23/2002

REEL: 002640 FRAME: 0379