

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698832

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sycuan Band of the Kumeyaay Nation		12/29/2021	Federally-Recognized Indian Tribe:
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	900 West Trade St.		
Internal Address:	NC1-026-06-09		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3017932	SYCUAN	
Registration Number:	5386765	AVT	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP		
Address Line 1:	333 S. HOPE ST., 43RD FLOOR		
Address Line 2:	ATTN: J. CRAVITZ		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	0BN1-246089		
NAME OF SUBMITTER:	Julie Cravitz		
SIGNATURE:	/julie cravitz/		
DATE SIGNED:	12/30/2021		
Total Attachments: 11			
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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

Pursuant to the Amended and Restated Security and Pledge Agreement dated as of December 29, 2021 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the "Security Agreement") and among the SYCUAN BAND OF THE KUMEYAAY NATION, a federally recognized Indian tribe, as a Grantor, the other Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as administrative agent (the "Administrative Agent") for the Secured Parties referenced therein, the undersigned Grantor has granted a continuing security interest in, and a right to set off against, the trademarks and trademark applications shown on Schedule 1 attached to this Notice of Grant of Security Interest in Trademarks (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, this "Agreement") the Administrative Agent for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meanings given to them in the Credit Agreement (as defined in the Security Agreement) (the "Credit Agreement").

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Security Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

1. Governing Law. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA (WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA); PROVIDED HOWEVER, THAT IF THE CREATION OR ATTACHMENT OF ANY SECURITY INTEREST IN ANY ITEM OF COLLATERAL IS EXCLUDED FROM THE COVERAGE OF THE UNIFORM COMMERCIAL CODE OR THE SECURITY INTEREST IN ANY ITEM OF COLLATERAL CANNOT BE CREATED OR ATTACHED UNDER THE UNIFORM COMMERCIAL CODE, THEN THE CREATION AND/OR ATTACHMENT OF THE SECURITY INTERESTS IN SUCH COLLATERAL SHALL BE GOVERNED BY THE SECURED TRANSACTIONS ORDINANCE.

2. Waiver of Sovereign Immunity.

a. WAIVER OF SOVEREIGN IMMUNITY. EACH GRANTOR HEREBY EXPRESSLY, UNEQUIVOCALLY AND IRREVOCABLY WAIVES ITS SOVEREIGN IMMUNITY (AND ANY DEFENSE BASED THEREON) FROM ANY SUIT, ACTION, ARBITRATION OR OTHER LEGAL PROCEEDINGS OR FROM ANY LEGAL PROCESS, IN EACH CASE OF ANY NATURE WHETHER SUCH

ACTION BE BROUGHT IN OR ARISES UNDER LAW OR EQUITY, ARISING IN CONTRACT, TORT OR STATUTE (INCLUSIVE OF CLAIMS AND COUNTERCLAIMS, ACTIONS FOR EQUITABLE OR PROVISIONAL RELIEF AND TO COMPEL ARBITRATION, AND WHETHER THROUGH SERVICE OF NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION, EXERCISE OF CONTEMPT POWERS, OR OTHERWISE) (EACH, AN "ACTION") AND, FURTHER, WAIVES ANY SOVEREIGN IMMUNITY FROM ANY JUDGMENT, ORDER, RULING OR ARBITRATION AWARD RELATED THERETO, PROVIDED THAT:

i. THE ACTION IS BROUGHT BY THE ADMINISTRATIVE AGENT, A SECURED PARTY OR ANY OF THEIR RESPECTIVE SUCCESSORS IN INTEREST OR ASSIGNS, OR ANY OTHER PERSON WHO IS EXPRESSLY ENTITLED TO THE BENEFITS OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE INDEMNITEES REFERRED TO IN SECTION 10.4 OF THE CREDIT AGREEMENT) (COLLECTIVELY, THE "GRANTEES"); AND

ii. THE ACTION (REGARDLESS OF WHETHER SUCH ACTION ARISES UNDER LAW, EQUITY, CONTRACT, TORT, STATUTE OR OTHERWISE) (A) ARISES UNDER, AS A RESULT OF OR IN CONNECTION WITH (I) THIS AGREEMENT OR ANY LOAN DOCUMENT OR THE BORROWER'S OR ANY GRANTOR'S OBLIGATIONS HEREUNDER OR THEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY ACTION TO INTERPRET OR ENFORCE OR OTHERWISE SEEK OR OBTAIN RELIEF WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE PROVISIONS THEREOF OR OTHERWISE IN CONNECTION THEREWITH, (II) THE OBLIGATIONS OF THE BORROWER OR ANY GRANTOR HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT OR (III) THE TRANSACTIONS CONTEMPLATED HEREBY OR UNDER ANY OTHER LOAN DOCUMENT; (B) IS TO ENFORCE AND EXECUTE ANY JUDGMENT, ORDER, RULING OR ARBITRATION AWARD RESULTING FROM OR IN CONNECTION SUCH ACTION; OR (C) IS TO ADJUDICATE ANY CLAIM BROUGHT BY A GRANTEE ARISING UNDER THE LAWS OF THE TRIBE.

ANY OF THE FOREGOING ACTIONS MAY SEEK ALL AVAILABLE LEGAL AND EQUITABLE REMEDIES, INCLUDING THE RIGHT TO SPECIFIC PERFORMANCE, MONEY DAMAGES AND INJUNCTIVE OR DECLARATORY RELIEF.

b. LIMITATION ON RECOURSE. THE OBLIGATIONS OF THE GRANTORS ARE LIMITED RECOURSE OBLIGATIONS OF THE GRANTORS, ENFORCEABLE SOLELY AGAINST THE RECOURSE ASSETS; PROVIDED HOWEVER THAT UPON THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT RESULTING FROM OR RELATED TO ANY BREACH OR VIOLATION OF ANY NON-IMPAIRMENT PROVISION,

THE OBLIGATIONS OF THE GRANTORS ALSO WILL BE ENFORCEABLE AGAINST ALL OTHER ASSETS OF THE GRANTORS, OTHER THAN PROTECTED ASSETS.

3. Consents to Jurisdiction; Waivers of Venue; Exhaustion; Service of Process.

a. CONSENT TO JURISDICTION. SUBJECT TO THE FOREGOING LIMITATIONS ON EACH GRANTOR'S WAIVER OF SOVEREIGN IMMUNITY, EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTIONS OF THE UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF CALIFORNIA, AND ANY APPELLATE COURT TO WHICH ANY APPEALS THEREFROM ARE AVAILABLE (COLLECTIVELY, THE "FEDERAL COURTS") AND THE COURTS OF THE STATE OF CALIFORNIA SITTING IN THE COUNTY OF SAN DIEGO, AND ANY APPELLATE COURT TO WHICH ANY APPEALS THEREFROM ARE AVAILABLE (COLLECTIVELY, THE "CALIFORNIA STATE COURTS" AND TOGETHER WITH THE FEDERAL COURTS, THE "CONSENTED COURTS") AND EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY ACTION SHALL BE HEARD AND DETERMINED IN SUCH CONSENTED COURTS AS SET FORTH HEREIN AND AGREES TO BE BOUND BY THE DECISIONS OF ANY SUCH COURT. NOTWITHSTANDING THE FOREGOING, EACH GRANTOR AGREES THAT ANY JUDGMENT, ORDER, RULING OR ARBITRATION AWARD IN ANY SUCH ACTIONS OR PROCEEDINGS SHALL BE CONCLUSIVE AND MAY BE ENFORCED BY ANY COURT OF ANY OTHER JURISDICTION WHERE COLLATERAL IS LOCATED, INCLUDING, WITHOUT LIMITATION, UPON REQUEST OF GRANTEE, THE TRIBAL COURTS, AND THAT ANY GOVERNMENT OR OTHER GOVERNMENTAL AUTHORITIES WHO HAVE THE RIGHT AND DUTY UNDER APPLICABLE LAW MAY TAKE ANY AND ALL ACTION AUTHORIZED OR ORDERED BY ANY SUCH COURT OR ARBITRATOR, INCLUDING WITHOUT LIMITATION, ENTERING THE REAL PROPERTY OF EACH GRANTOR IN GIVING EFFECT TO ANY JUDGMENT, ORDER, RULING OR ARBITRATION AWARD ENTERED. IN ADDITION, WITH RESPECT TO ANY COLLATERAL, EACH GRANTOR AGREES THAT THE ADMINISTRATIVE AGENT OR ANY SECURED PARTY MAY ALSO ENFORCE ITS RIGHTS AND REMEDIES WITH RESPECT TO THE COLLATERAL (WHETHER JUDICIALLY OR NON-JUDICIALLY) IN ANY JURISDICTION IN WHICH SUCH COLLATERAL OR ANY GRANTOR IS LOCATED.

b. WAIVER OF VENUE. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREUNDER OR THEREUNDER OR ANY OTHER DESCRIBED ABOVE IN ANY CONSENTED COURT. EACH GRANTOR IRREVOCABLY WAIVES, TO THE FULLEST

EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION IN ANY SUCH COURT OR ARBITRATION.

c. TRIBAL EXHAUSTION/TRIBAL COURT ACTIONS. EACH GRANTOR HEREBY EXPRESSLY, UNCONDITIONALLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY RIGHT SUCH GRANTOR MAY OTHERWISE HAVE TO REQUIRE THAT ANY ACTION BE CONSIDERED OR HEARD IN ANY COURT (OTHER THAN AS SET FORTH IN SECTION 3(a)), INCLUDING WITHOUT LIMITATION CONSIDERED OR HEARD FIRST IN ANY TRIBAL COURT, WHETHER BECAUSE OF THE DOCTRINE OF EXHAUSTION OF TRIBAL REMEDIES OR AS A MATTER OF COMITY OR ABSTENTION, AND WILL NOT COMMENCE ANY SUCH ACTION IN ANY TRIBAL COURT OR FORUM OF THE TRIBE WITHOUT THE WRITTEN CONSENT OF THE OTHER PARTIES TO SUCH ACTION.

d. SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN ANY LOAN DOCUMENT, PROVIDED THAT NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY THERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. IN ADDITION TO AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH GRANTOR CONSENTS AND AGREES THAT, NOTWITHSTANDING ANY TRIBAL LAW TO THE CONTRARY, PROCESS AGAINST EACH GRANTOR SHALL ALSO BE EFFECTIVE IF SERVED (A) ON THE CHAIRPERSON OF THE BORROWER OR (B) BY SENDING TWO COPIES OF THE PROCESS BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO THE BORROWER AT THE ADDRESS SET FORTH ON SCHEDULE 10.2 OF THE CREDIT AGREEMENT.

e. SECURED PARTIES/INDEMNITEES. THE WAIVERS AND CONSENTS DESCRIBED IN SECTIONS 2 THROUGH 5 SHALL INURE TO THE BENEFIT OF THE SECURED PARTIES AND EACH OTHER PERSON WHO IS EXPRESSLY ENTITLED TO THE BENEFITS OF THE LOAN DOCUMENTS (INCLUDING WITHOUT LIMITATION THE INDEMNITEES REFERRED TO IN SECTION 10.4 OF THE CREDIT AGREEMENT). THE SECURED PARTIES AND SUCH OTHER PERSONS SHALL HAVE AND BE ENTITLED TO ALL AVAILABLE LEGAL AND EQUITABLE REMEDIES, INCLUDING THE RIGHT TO SPECIFIC PERFORMANCE, MONEY DAMAGES AND INJUNCTIVE OR DECLARATORY RELIEF. THE WAIVERS OF SOVEREIGN IMMUNITY AND CONSENTS TO JURISDICTION CONTAINED IN SECTION 2 AND THIS SECTION ARE IRREVOCABLE.

f. FORECLOSURE PROCEDURES. WITHOUT LIMITING ANY OTHER RIGHTS OF THE ADMINISTRATIVE AGENT OR ANY OTHER SECURED PARTY OR ANY INDEMNITEE, EACH GRANTOR EXPRESSLY AGREES THAT FOR JUDGMENTS, DECREES, ORDERS, WARRANTS, SUBPOENAS, RECORDS

OR OTHER JUDICIAL ACTS RESULTING FROM ANY ACTION AUTHORIZED HEREUNDER OR ANY OTHER LOAN DOCUMENT, INCLUDING WITHOUT LIMITATION A FORECLOSURE JUDGMENT, A TRIBAL POLICE OFFICER OR TRIBAL LAW ENFORCEMENT OFFICIAL OR OTHER LICENSED PEACE OFFICER ACTING PURSUANT TO TRIBAL AUTHORITY (EACH, A "TRIBAL OFFICER") IS AUTHORIZED TO EXECUTE SUCH JUDGMENT, DECREE, ORDER, WARRANT, SUBPOENA, RECORD OR OTHER JUDICIAL ACT. IN THE CASE OF ANY SUCH FORECLOSURE ORDER OR JUDGMENT, AFTER DELIVERY OF SUCH ORDER OR JUDGMENT BY A TRIBAL OFFICER, SUCH TRIBAL OFFICER SHALL PROCEED TO ENTER UPON ANY PROPERTY OF ANY GRANTOR TO REMOVE SUCH PERSONAL PROPERTY OR TO PERMIT REMOVAL BY THE PARTY IN WHOSE FAVOR THE ORDER OR JUDGMENT WAS ISSUED.

g. MISCELLANEOUS. NOTWITHSTANDING ANY OF THE FOREGOING, NOTHING IN THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS WILL LIMIT THE ABILITY OF THE ADMINISTRATIVE AGENT, THE LENDERS, ANY SECURED PARTIES OR ANY INDEMNITEE, OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO MOVE TO COMPEL ARBITRATION OR MOVE TO STAY OR DISMISS A LAWSUIT IN FAVOR OF ARBITRATION, AND EACH GRANTOR'S WAIVER OF SOVEREIGN IMMUNITY WILL EXPRESSLY EXTEND TO SUCH ACTIONS. EACH GRANTOR HEREBY AGREES, THAT ITS LIMITED WAIVER OF SOVEREIGN IMMUNITY AND OTHER WAIVERS DESCRIBED IN SECTIONS 2 AND 3 ARE IRREVOCABLE AND AGREES NOT TO REVOKE OR FURTHER LIMIT, IN WHOLE OR IN PART, ITS LIMITED WAIVER OF SOVEREIGN IMMUNITY OR THE WAIVERS DESCRIBED IN THESE SECTIONS OR IN ANY WAY ATTEMPT TO REVOKE OR FURTHER LIMIT, IN WHOLE OR IN PART, SUCH LIMITED WAIVER OF SOVEREIGN IMMUNITY. IN THE EVENT THAT ANY GRANTOR (I) REVOKES, FURTHER LIMITS OR ATTEMPTS TO REVOKE OR FURTHER LIMIT THE LIMITED WAIVER OF SOVEREIGN IMMUNITY DESCRIBED IN SECTIONS 2 OR 3, (II) TAKES ANY ACTION WHICH IS INCONSISTENT WITH THE WAIVERS DESCRIBED IN SECTIONS 2 OR 3 OR (III) FAILS TO SUBMIT TO THE JURISDICTION OF THE COURTS AS DESCRIBED IN SECTIONS 2 OR 3, EACH GRANTOR CONSENTS TO THE ENTRY OF APPROPRIATE INJUNCTIVE RELIEF.

h. CALIFORNIA JUDICIAL REFERENCE. IF ANY ACTION OR PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, (A) THE COURT SHALL, AND IS HEREBY DIRECTED TO, MAKE A GENERAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 TO A REFEREE (WHO SHALL BE A SINGLE ACTIVE OR RETIRED JUDGE) TO HEAR AND DETERMINE ALL OF THE ISSUES IN SUCH ACTION OR PROCEEDING (WHETHER OF FACT OR OF LAW) AND TO REPORT A STATEMENT OF DECISION, PROVIDED THAT AT THE OPTION OF

ANY PARTY TO SUCH PROCEEDING, ANY SUCH ISSUES PERTAINING TO A “PROVISIONAL REMEDY” AS DEFINED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1281.8 SHALL BE HEARD AND DETERMINED BY THE COURT, AND (B) WITHOUT LIMITING THE GENERALITY OF SECTION 10.4 OF THE CREDIT AGREEMENT, EACH GRANTOR SHALL BE SOLELY RESPONSIBLE TO PAY ALL FEES AND EXPENSES OF ANY REFEREE APPOINTED IN SUCH ACTION OR PROCEEDING.

4. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 4

5. Arbitration.

a. Invocation of Arbitration. At the option of the Administrative Agent or any Grantor, any controversy or claim between or among the parties to this Agreement, whether arising in contract, tort or statute, including controversies and claims that arise out of or relate to this Agreement (including any renewals, extensions or modifications) or any other Loan Document shall be resolved by binding arbitration in San Diego, California. For purposes of this Section 5 only, the term “Administrative Agent” shall also include any parent corporation, subsidiary or affiliate of the Administrative Agent involved in the servicing, management or administration of the Collateral or any obligation described or evidenced by this Agreement. The arbitration shall be conducted in accordance with the procedural rules of the Federal Arbitration Act (Title 9, U.S. Code) and the regulations promulgated thereunder, notwithstanding any choice of law provision in this Agreement or any other Loan Document, and under the rules and procedures for the arbitration of financial services disputes of the American Arbitration Association or any successor thereof (“AAA”); provided, however, that the arbitration shall be heard and determined by a panel of three arbitrators. Any party to this Agreement claiming the neglect or refusal of another party to proceed with an arbitration hereunder may make application to any court of competent jurisdiction as set forth in Section 3(a) for an order directing the parties to proceed with the arbitration in compliance with this Section 5. In the event such an action to compel arbitration is commenced in a court or forum of the Borrower, the court shall order the parties to arbitration in accordance with the provisions of this Section 5 and the question of whether an obligation to arbitrate the dispute at issue exists shall be decided by the arbitrator(s).

b. Confirmation and Enforcement of Arbitration Award. The arbitrator(s) shall give effect to statutes of limitation in determining any claim. At any time after an arbitration award has been rendered and the parties thereto notified thereof, any party to the arbitration may make application to any court of competent jurisdiction as set forth in Section 3(a) for an order confirming the award. An arbitration award shall not be subject to review or modification by a court for any reason other than in the circumstances described in 9 U.S.C. §§ 10 and 11. The judgment confirming an award shall have the same force and effect in all respects as, and be subject to all the provisions of law relating to, a judgment in a civil action, and it may be enforced as if it has been rendered in a civil action in a court of competent jurisdiction as set forth in Section 3(a). When the award requires the performance of any other act than the payment of money, the court shall direct the enforcement thereof in the manner provided by law.

c. Provisional Remedies. No provision of this Section 5 shall limit the right of any party to (A) exercise its rights of set-off under Section 10.8 of the Credit Agreement, (B) initiate judicial or non-judicial foreclosure against any Collateral, (C) exercise any judicial or power of sale rights, or (D) act in a court of competent jurisdiction as set forth in Section 3(a) to obtain an interim remedy, such as but not limited to, injunctive relief or writ of possession, or additional or supplemental remedies, in each case before, after, or during the pendency of any arbitration or other proceeding. The exercise of a remedy does not waive the right of the Administrative Agent to resort to arbitration.

6. IGRA Compliance. Notwithstanding any provision in this Agreement or any other Loan Document, or any other right to enforce the provisions of this Agreement or any other Loan Document, none of the Arranger, the Administrative Agent, the L/C Issuer, the Lenders or the other Secured Parties shall engage in any of the following: planning, organizing, directing, coordinating, or controlling all or any portion of the Gaming Enterprise (collectively, "Management Activities"), including, but not limited to:

- a. the training, supervision, direction, hiring, firing, retention, compensation (including benefits) of any employee (whether or not a management employee) or contractor;
- b. any working or employment policies or practices;
- c. the hours or days of operation;
- d. any accounting systems or procedures;
- e. any advertising, promotions or other marketing activities;
- f. the purchase, lease, or substitution of any gaming device or related equipment or software, including player tracking equipment;
- g. the vendor, type, theme, percentage of pay-out, display or placement of any gaming device or equipment; or

h. budgeting, allocating, or conditioning payments of the Gaming Enterprise's operating expenses;

provided, however, that upon the occurrence of a Default, a Secured Party will not be in violation of the foregoing restriction solely because it: (i) enforces compliance with any term in any Loan Document that does not require the gaming operation to be subject to any third-party decision-making as to any Management Activities; (ii) requires that all or any portion of the revenues securing the Obligations be applied to satisfy valid terms of the Loan Documents; or (iii) otherwise forecloses on all or any portion of the Collateral securing the Obligations.

NOTWITHSTANDING ANY OTHER POSSIBLE CONSTRUCTION OF ANY PROVISION(S) CONTAINED IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT, IT IS AGREED THAT WITHIN THE MEANING OF IGRA: (A) THIS AGREEMENT AND THE LOAN DOCUMENTS, INDIVIDUALLY AND COLLECTIVELY, DO NOT AND SHALL NOT PROVIDE FOR THE MANAGEMENT OF ALL OR ANY PART OF THE GAMING ENTERPRISE BY ANY PERSON OTHER THAN THE BORROWER OR DEPRIVE THE BORROWER OF THE SOLE PROPRIETARY INTEREST AND RESPONSIBILITY FOR THE CONDUCT OF THE GAMING ENTERPRISE; AND (B) NONE OF THE SECURED PARTIES (OR ANY OF THEIR SUCCESSORS, ASSIGNS OR AGENTS) WILL EXERCISE ANY REMEDY OR OTHERWISE TAKE ANY ACTION UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN A MANNER THAT WOULD CONSTITUTE MANAGEMENT OF ALL OR ANY PART OF THE GAMING ENTERPRISE OR THAT WOULD DEPRIVE THE BORROWER OF THE SOLE PROPRIETARY INTEREST AND RESPONSIBILITY FOR THE CONDUCT OF THE GAMING ENTERPRISE.

7. Section 81 Compliance. For the avoidance of any doubt, it is acknowledged that none of the Loan Documents executed on the Closing Date is intended to grant or grants a Lien on any real property owned by the Grantors or any agencies or instrumentalities of the Borrower, and no interpretation shall be given to any Loan Document which would have the effect of such an encumbrance. Notwithstanding any right of the Administrative Agent, the L/C Issuer or any other Secured Party in any Loan Document, or any requirements or restrictions imposed on the Grantors in any Loan Document, any right, requirement or restriction that "encumbers Indian land" within the meaning of 25 U.S.C. § 81, shall not be effective for longer than six years, 364 days.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Notice of Grant of Security Interest in Trademarks to be duly executed and delivered as of the date first above written.

Very truly yours,

**SYCUAN BAND OF THE KUMEYAAY
NATION**

By: 

Name: Cody J. Martinez

Title: Tribal Chairman

[Signature Page to Notice of Grant of Security Interest in Trademarks (Sycuan Band)]

**TRADEMARK
REEL: 007546 FRAME: 0253**

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: *Ronaldo Naval*
Name: Ronaldo Naval
Title: Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks (Sycuan Band)]

TRADEMARK
REEL: 007546 FRAME: 0254

Schedule 1

Trademarks

Grantor	Trademark	Serial No. Filing Date	Registration No. Reg. Date	Status
SYCUAN BAND OF THE KUMEYAAY NATION	SYCUAN	78490085 09/27/2004	3017932 11/22/2005	Registered
SYCUAN BAND OF THE KUMEYAAY NATION	AVT	87590687 08/30/2017	5386765 01/23/2018	Registered