

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM698834

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Saginaw Chippewa Indian Tribe of Michigan		12/30/2021	Federally-Recognized Indian Tribe:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Agent		
<b>Street Address:</b>	333 S. Grand Ave., 5th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5386778	SLICE!	
<b>Registration Number:</b>	4390340	SAGANING EAGLES LANDING CASINO	
<b>Registration Number:</b>	2542813	SOARING EAGLE CASINO & RESORT	
<b>Registration Number:</b>	2540070	SOARING EAGLE	
<b>Registration Number:</b>	2546902	SOARING EAGLE CASINO & RESORT	
<b>Serial Number:</b>	90564488	EAGLE CASINO & SPORTS	
<b>Serial Number:</b>	90564508	EAGLE CASINO & SPORTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	213-617-5493		
<b>Email:</b>	jcravitz@sheppardmullin.com		
<b>Correspondent Name:</b>	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP		
<b>Address Line 1:</b>	333 S. HOPE ST., 43RD FLOOR		
<b>Address Line 2:</b>	ATTN: J. CRAVITZ		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	0794-333121		
<b>NAME OF SUBMITTER:</b>	Julie Cravitz		

CH \$190.00 5386778

<b>SIGNATURE:</b>	/julie cravitz/
<b>DATE SIGNED:</b>	12/30/2021
<b>Total Attachments: 13</b> source=Executed IP Security Agreement#page1.tif source=Executed IP Security Agreement#page2.tif source=Executed IP Security Agreement#page3.tif source=Executed IP Security Agreement#page4.tif source=Executed IP Security Agreement#page5.tif source=Executed IP Security Agreement#page6.tif source=Executed IP Security Agreement#page7.tif source=Executed IP Security Agreement#page8.tif source=Executed IP Security Agreement#page9.tif source=Executed IP Security Agreement#page10.tif source=Executed IP Security Agreement#page11.tif source=Executed IP Security Agreement#page12.tif source=Executed IP Security Agreement#page13.tif	

**INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 30, 2021 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, this “Agreement”), is made by EACH OF THE SIGNATORIES HERETO (collectively, the “Grantors”) in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “Collateral Agent”).

WHEREAS, the Saginaw Chippewa Indian Tribe of Michigan (the “Borrower” or “Tribe”), a federally recognized Indian tribe, Soaring Eagle Gaming, a governmental subdivision of the Tribe as Guarantor, have entered into that certain Credit Agreement, dated as of December 30, 2021 (as amended, restated, extended, supplemented, or otherwise modified in writing from time to time, the “Credit Agreement”), among the Borrower, the Lenders from time to time party thereto, and Wells Fargo Bank, National Association, as Administrative Agent and Issuing Bank;

WHEREAS, the Grantors have executed and delivered that certain Security Agreement, dated as of the date hereof, in favor of the Collateral Agent for the ratable benefit of the Secured Parties (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Security Agreement”). All capitalized terms used herein without definition shall have the meaning given in the Security Agreement and, if not defined therein, shall have the meaning given in the Credit Agreement; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property of the Grantors, to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition precedent to the extensions of credit under the Credit Agreement to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

**SECTION 1. GRANT OF SECURITY.** Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor’s rights, priorities and privileges with respect to intellectual property, whether arising under United States, Tribe, state, multinational or foreign laws or otherwise, including, without limitation all of such Grantor’s right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

1.1 Trademarks. All United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business

identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (a) the registrations and applications referred to in Schedule 1 hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trademarks");

1.2 Trademark Licenses. Any and all agreements providing for the granting of any right in or to Trademarks (whether any Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1 hereto;

1.3 Patents. All United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (a) each patent and patent application referred to in Schedule 1 hereto; (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof; (c) all rights corresponding thereto throughout the world; (d) all inventions and improvements described therein; (e) all rights to sue for past, present and future infringements thereof; (f) all licenses, claims, damages, and proceeds of suit arising therefrom; and (g) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Patents");

1.4 Patent Licenses. Any and all agreements providing for the granting of any right in or to Patents (whether any Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1 hereto;

1.5 Copyrights. All United States, and foreign copyrights (including community designs), including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. § 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (a) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (b) all extensions and renewals thereof; (c) all rights corresponding thereto throughout the world; (d) all rights to sue for past, present and future infringements thereof; and (e) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the "Copyrights");

1.6 Copyright Licenses. Any and all agreements providing for the granting of any right in or to Copyrights (whether any Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1 hereto;

1.7 Trade Secrets. All trade secrets (which shall include all confidential or proprietary information and know-how) whether or not the trade secrets have been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to the trade secrets, including but not limited to: (a) the right to sue for past, present and future misappropriation or other violation of any trade secret, and (b) all Proceeds of

the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trade Secrets”);

1.8 Trade Secret Licenses. Any and all agreements providing for the granting of any right in or to Trade Secrets (whether any Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1 hereto; and

1.9 Proceeds. Any and all Proceeds of any Trademarks, Trademark Licenses, Patents, Patent Licenses, Copyrights, Copyright Licenses, Trade Secrets, Trade Secret Licenses, and any and all Proceeds of the foregoing described in this Section 1.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Property.

**SECTION 2. RECORDATION.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**SECTION 3. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**SECTION 4. CONFLICT PROVISION.** This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

**SECTION 5. INDIAN LAW PROVISIONS.**

5.1 IGRA Compliance. Notwithstanding any provision in any Loan Document, or any other right to enforce the provisions of any Loan Document, none of the Collateral Agent 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 Borrower's operating expenses;

provided, however, that upon the occurrence of a Default or Event of Default, neither the Collateral Agent nor any other Secured Party will 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 Loans be applied to satisfy valid terms of the Loan Documents; or (iii) otherwise forecloses on all or any portion of the Collateral securing the Secured 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 the IGRA: (a) 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 SEG or deprive the Borrower of the sole proprietary interest and responsibility for the conduct of the Gaming Enterprise; and (b) none of the Collateral Agent nor the other Secured Parties (or any of their successors, assigns or agents) will exercise any remedy or otherwise take any action under or in connection with any 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.

5.2 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 Grantors, and no interpretation shall be given to any Loan Document which would have the effect of such an encumbrance. Notwithstanding any right of the Collateral Agent or any other Secured Party in this Agreement, or 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.

5.3 Governing Law. Except to the extent otherwise expressly provided therein, each Loan Document including this Agreement and any claim, controversy, dispute or cause of action based upon, arising out of or relating to this Agreement, any Loan Document, or the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Michigan (without regard to the conflicts of law provisions of the laws of the State of Michigan); provided, however, that if the creation, attachment or perfection of any security interest in any item of Intellectual Property Collateral is

excluded from the coverage of the UCC or the security interest in any item of Intellectual Property Collateral cannot be created, attached or perfected under the UCC, then the creation, attachment and/or perfection of the security interests in such Intellectual Property Collateral shall be governed by the Tribe's Secured Transactions Ordinance.

#### 5.4 Waiver of Sovereign Immunity.

(a) Explicit Waiver. Each of the Grantors (each a "Tribal Party"), hereby expressly, unequivocally and irrevocably waives its respective sovereign immunity (and any defense based thereon) from any suit, action, arbitration or other legal proceeding or from any legal process, in each case of any nature, whether the action is brought or arises under law or equity, and whether 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 before judgment, attachment in aid of execution, execution, exercise of contempt powers, or otherwise) (an "Action") and, further, waives any sovereign immunity from any judgment or order related thereto, provided that: (i) the Action is brought by the Collateral Agent, the Issuing Lender, the Secured Parties, the Lenders 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 13.3 of the Credit Agreement) (collectively the "Grantees"); (ii) the Action (x) arises under any Loan Document or any Tribal Party's obligations thereunder, including, without limitation, any action to interpret or enforce or otherwise seek or obtain relief with respect to the provisions of the Loan Documents or otherwise in connection therewith, in connection with the obligations of any Tribal Party hereunder or thereunder or in connection with the transactions contemplated hereby or thereby, whether such rights arise in law or equity; (y) is to enforce and execute any order, judgment or ruling resulting from such an Action or arbitration award; or (z) is to adjudicate any claim under the Indian Civil Rights Act, 25 U.S.C. §§ 1301 et. seq. or any claim brought by a Grantee arising under the laws of the Borrower; (iii) the Action may seek all available legal and equitable remedies, including the right to specific performance, money damages and injunctive or declaratory relief; and (iv) any order, judgment, ruling or other remedies related to an Action shall be enforceable only against the assets described under Section 5.4(b).

(b) Limitation on Recourse. The Secured Obligations of each Tribal Party are limited recourse Obligations of such Tribal Party, 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 (i) any of the Non-Impairment Provisions or (ii) a Referendum Action, the Obligations of each Tribal Party also will be enforceable against all other assets of such Tribal Party, other than Protected Assets.

#### 5.5 Consents to Jurisdiction; Waivers of Venue; Exhaustion; Service of Process.

(a) Consent to Jurisdiction. Subject to the foregoing limitations on each Tribal Party's waiver of sovereign immunity, each Tribal Party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdictions of the United States District Court in the State of Michigan, and any appellate court to which any appeals therefrom are available (collectively, the "Federal Courts") and the courts of the State of

Michigan, and any appellate court to which any appeals therefrom are available (collectively, the “State Courts”), or if none of the foregoing courts accepts jurisdiction over an Action, then at the sole option of a Grantee or with the written consent of a Grantee, the tribal courts of the Tribe (the “Tribal Courts”) for the limited purpose of an Action to compel arbitration, enforce an arbitration award or to adjudicate any claim under the Indian Civil Rights Act, 25 U.S.C. §§ 1301 et seq. or any claim brought by a Grantee arising under the laws of the Tribe (collectively with the Federal Courts and the State Courts, the “Consented Courts”) and each Tribal Party irrevocably and unconditionally agrees that all claims in respect of any Action shall be heard and determined in such Consented Court as set forth herein and agrees to be bound by the decisions of any such court. Notwithstanding the foregoing, each of the Tribal Parties agrees that any final judgment, arbitration award or order in any such actions or proceedings shall be conclusive and may be enforced by any court of competent jurisdiction, including, solely upon request of Grantee, the Tribal Courts. Each Tribal Party agrees that a tribal police officer, tribal law enforcement official or licensed peace officer (each a “Tribal Officer”) is authorized to execute such judgment, award or order and that any such Tribal Officer, and any other government or governmental authorities who have the right and duty under Applicable Law, shall take any and all action authorized or ordered by any such judgment, award or order, including without limitation, entering the real property of any Tribal Party and removing or permitting the removal of any personal property in giving effect to any judgment entered. In addition, with respect to any Intellectual Property Collateral, the Tribal Parties agree that the Collateral Agent or any Secured Party also may enforce its rights and remedies with respect to the Intellectual Property Collateral in any jurisdiction in which such Intellectual Property Collateral or any Tribal Party is located.

(b) Waiver of Venue. Each Tribal Party 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 any Loan Document or the transactions contemplated thereunder in any Consented Court. Each Tribal Party irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of any such action in any such court.

(c) Tribal Exhaustion/Tribal Court Actions. Each Tribal Party hereby expressly, unconditionally and irrevocably waives, to the fullest extent it may legally and effectively do so, any right such Tribal Party may otherwise have to require that any Action be considered or heard in any court (other than as set forth in Section 5.5(a)), including without limitation considered or heard first in any Tribal Court, whether because of the right to exhaustion of tribal remedies or as a matter of comity or abstention. Each Tribal Party hereby agrees it will not commence any Action against a Grantee 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 Tribal Party hereby irrevocably consents to service of process in any manner permitted by law. In addition to and without limiting the generality of the foregoing, each Tribal Party consents and agrees that, notwithstanding any law of the Tribe to the contrary, process against such Person shall also be effective if served (i) on the Chief of the Borrower or (ii) by sending two copies of the process by registered or certified mail addressed to the General Counsel of the Borrower at the address set forth in Section 13.1 of the Credit Agreement.



(e) Secured Parties/Indemnitees. The waivers and consents described in Sections 5.4 through 5.6 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 13.3 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 (other than punitive or consequential damages). The waivers of sovereign immunity and consents to jurisdiction contained in Section 5.4 and this Section 5.5 are irrevocable.

(f) Foreclosure Procedures. Each Tribal Party expressly agrees that for judgments, decrees, orders, warrants, subpoenas, records or other judicial acts resulting from any Action authorized hereunder, including without limitation a foreclosure judgment, 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 Tribal Party to remove such personal property or to permit removal by the party in whose favor the order or judgment was issued.

(g) Duration. Each Tribal Party's limited waiver of sovereign immunity granted herein extends to any Action commenced on or after the Closing Date and prior to the date which is the later of (i) the sixth (6th) anniversary of the Maturity Date and (ii) the date on which all Obligations are satisfied and discharged; provided, however, that notwithstanding anything to the contrary, such waiver will remain effective for any proceeding then pending, all appeals therefrom and during the enforcement of any judgments resulting therefrom.

(h) Miscellaneous. Notwithstanding any of the foregoing, nothing in the Loan Documents will limit the ability of the Collateral Agent, the Issuing Lender or any Secured Parties, 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 Tribal Party's waiver of sovereign immunity expressly extends to such Actions. Each of the Tribal Parties hereby agrees that its limited waiver of sovereign immunity and other waivers described in Sections 5.4 and 5.5 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 of the Tribal Parties (i) revokes, further limits or attempts to revoke or further limit the limited waiver of sovereign immunity described in Sections 5.4 or 5.5, (ii) takes any action which is inconsistent with the waivers described in Sections 5.4 or 5.5 or (iii) fails to submit to the jurisdiction of the courts as described in Section 5.5, each of the Tribal Parties hereby consents to the entry of appropriate injunctive relief.

#### 5.6 Waiver of Jury Trial; Binding Arbitration.

(a) Waiver of Jury Trial. EACH PARTY HERETO (i) 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, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) AND (ii) 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.

(b) Binding Arbitration.

(i) Agreement to Arbitrate. At either Party's option, if exercised before the institution of or after dismissal of any judicial proceeding, any dispute, claim or controversy arising out of, connected with or relating to this Agreement or any other Loan Document ("Disputes"), between or among parties hereto and to the other Loan Documents shall be resolved by binding arbitration as provided herein. Institution of a judicial proceeding by a party does not waive the right of that party to demand arbitration hereunder. Disputes may include tort claims, counterclaims, claims brought as class actions, claims arising from Loan Documents executed in the future, disputes as to whether a matter is subject to arbitration, or claims concerning any aspect of the past, present or future relationships arising out of or connected with the Loan Documents. The parties hereto do not waive any applicable Federal or state substantive law (including the protections afforded to banks under 12 U.S.C. Section 91 or any similar applicable state law) except as provided herein. A judgment upon the award may be entered in any court having jurisdiction. Notwithstanding the foregoing, this paragraph shall not apply to any Hedge Agreement or Cash Management Agreement.

(ii) General Rules of Arbitration. Any arbitration proceeding will (A) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the Loan Documents between the parties, (B) be conducted by the American Arbitration Association (the "AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the commercial dispute resolution procedures of the AAA, unless the claim or counterclaim is at least \$1,000,000 exclusive of claimed interest, arbitration fees and costs, in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the "Arbitration Rules") and (C) proceed in a location in Michigan selected by the AAA. The expedited procedures set forth in Rule E-1, et seq. of the Arbitration Rules shall be applicable to claims of less than \$1,000,000. All applicable statutes of limitations shall apply to any Dispute. If there is any inconsistency between the terms hereof and the Arbitration Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Notwithstanding anything in the foregoing to the contrary, any arbitration proceeding demanded hereunder shall begin within 90 days after such demand thereof and shall be concluded within 120 days after such demand. These time limitations may not be extended unless a party hereto shows cause for extension and then such extension shall not exceed a total of 60 days.

(iii) Arbitrators. Any arbitration proceeding in which the amount in controversy is \$5,000,000 or less will be decided by a single arbitrator selected according to the Arbitration Rules, and who shall not render an award of greater than \$5,000,000. Any dispute in which the amount in controversy exceeds \$5,000,000 shall be decided by majority vote of a panel of three arbitrators; provided that all three arbitrators must actively participate in all hearings and deliberations. The arbitrator will be a neutral attorney licensed in the jurisdiction of the state where the hearing will be conducted or a neutral retired judge of the jurisdiction, state or federal, of the state where the hearing will be conducted, in either case with a minimum of ten years' experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. In any arbitration proceeding, the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre hearing motions that are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of the State of Michigan and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure or other Applicable Law.

(iv) Preservation of Certain Remedies. Notwithstanding the preceding binding arbitration provisions, the parties hereto and to the other Loan Documents preserve, without diminution, certain remedies that such Persons may employ or exercise freely, either alone, in conjunction with or during a Dispute. Each such Person shall have and hereby reserves the right to proceed in any court of proper jurisdiction or by self-help to exercise or prosecute the following remedies, as applicable and as permitted by Applicable Law: (A) all rights to foreclose against any real or personal property or other security by exercising a power of sale granted in the Loan Documents or under Applicable Law or by judicial foreclosure and sale, including a proceeding to confirm the sale, (B) all rights of self-help including peaceful occupation of property and collection of rents, set off, and peaceful possession of property, (C) obtaining provisional or ancillary remedies including injunctive relief, sequestration, garnishment and attachment and (D) when applicable, a judgment by confession of judgment. Preservation of these remedies does not limit the power of an arbitrator to grant similar remedies that may be requested by a party in a Dispute.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**SAGINAW CHIPPEWA INDIAN TRIBE OF  
MICHIGAN**

By:   
Name: Theresa Jackson  
Title: Chief

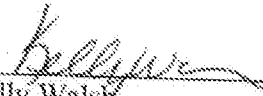
Address: 7500 Soaring Eagle Blvd.  
Mt. Pleasant, MI 48858  
Phone: 989-775-4406  
Fax: 989-774-4130  
Attention: Chief Investment Officer, Director of  
Treasury

**SOARING EAGLE GAMING**

By:   
Name: Theresa Jackson  
Title: Chairperson

Address: 7500 Soaring Eagle Blvd.  
Mt. Pleasant, MI 48858  
Phone: 989-775-4406  
Fax: 989-774-4130  
Attention: Comptroller

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION,**  
as the Collateral Agent

By:   
Name: Kelly Walsh  
Title: Senior Vice President

Address: 333 S. Grand Ave., 5<sup>th</sup> Floor  
MAC E2064-056  
Los Angeles, CA 90071

Phone: 213-253-3804

Fax: 213-253-7240

Attention: Kelly Walsh

Signature Page to Intellectual Property Security Agreement  
(Saginaw Chippewa Indian Tribe of Michigan)

**TRADEMARK**  
**REEL: 007546 FRAME: 0281**

SCHEDULE 1 Intellectual Property Security Agreement

**TRADEMARKS**

<u>Grantor</u>	<u>Trademarks</u>	<u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
Saginaw Chippewa Indian Tribe	EAGLE CASINO & SPORTS	90564488	3/7/2021
Saginaw Chippewa Indian Tribe	EAGLE CASINO & SPORTS (and design)	90564508	3/7/2021
Saginaw Chippewa Indian Tribe	SLICE! (and design)	5386778	1/23/2018
Saginaw Chippewa Indian Tribe	SAGANING EAGLES LANDING CASINO (and design)	4390340	8/27/2013
Saginaw Chippewa Indian Tribe	SOARING EAGLE CASINO & RESORT	2542813	2/26/2002
Saginaw Chippewa Indian Tribe	SOARING EAGLE	2540070	2/19/2002
Saginaw Chippewa Indian Tribe	SOARING EAGLE CASINO & RESORT (and design)	2546902	3/12/2002

**TRADEMARK LICENSES**

None.

**PATENTS**

None.

**PATENT LICENSES**

None.

**COPYRIGHTS**

None.

**COPYRIGHT LICENSES**

None.

**TRADE SECRET LICENSES**

None.

Schedule 1