07-22-2003

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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Penn National Gaming, Inc.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other Pennsylvania

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

2. Name and address of receiving party(ies)
Name: Bear Stearns Corporate Lending Inc.
Internal Address: as Collateral Agent
Street Address: 383 Madison Avenue
City: New York State: NY Zip: 10179

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other

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 [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: 03/03/2003

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

A. Trademark Application No.(s)
SEE ATTACHED SCHEDULE 1

B. Trademark Registration No.(s)

Additional number(s) attached [x] Yes [ ] No

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

Name:

Intern

Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005

Street Address:

City: State: Zip:

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) ..... $ 165.00

- [ ] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature

07/22/2003 LMUELLER 00000068 76521039
01 FC:8521 40.00 OP
02 FC:8522 125.00 OP

Maureen P. Murphy
Name of Person Signing

Maureen P. Murphy
Signature

07/14/2003
Date

Total number of pages including cover sheet, attachments, and document: 86

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

Schedule 1

Mark	Serial No.	Goods/Services	Application Filing Date:
SPA AT THE BAY	76/521,039	Spa services and cosmetic body care services, namely facials and skin care treatments; manicures, pedicures; wax treatments; massages; body exfoliation treatments; bath treatments; and salon services, namely hair cuts, styling, permanents, coloring and hair treatments (Class 44)	06/06/03
SPA AT THE BAY & Design	76/521,040	Spa services and cosmetic body care services, namely facials and skin care treatments; manicures, pedicures; wax treatments; massages; body exfoliation treatments; bath treatments; and salon services, namely hair cuts, styling, permanents, coloring and hair treatments (Class 44)	06/06/03
VIDEO POKER PARLOUR	76/521,041	Casino services (Class 41)	06/06/03
VIDEO POKER PARLOUR & Design	76/521,038	Casino services (Class 41)	06/06/03
PENNY HEAVEN	76/521,037	Casino services (Class 41)	06/06/03
PENNY HEAVEN & Design	76/521,036	Casino services (Class 41)	06/06/03

SECURITY AGREEMENT

FIRST SECURITY AGREEMENT (this "Agreement"), dated as of March 3, 2003, made by PENN NATIONAL GAMING, INC., a Pennsylvania corporation, having an office at 825 Berkshire Boulevard Suite, 200 Wyomissing, Pennsylvania 19610 ("Borrower"), and THE GUARANTORS LISTED ON THE SIGNATURE PAGES HERETO (the "Original Guarantors") OR FROM TIME TO TIME PARTY HERETO BY EXECUTION OF A JOINDER AGREEMENT (the "Additional Guarantors" and, together with the Original Guarantors, the "Guarantors"), as pledgors, assignors and debtors (Borrower, together with the Guarantors, in such capacities and together with any successors in such capacities, the "Pledgors," and each, a "Pledgor"), in favor of BEAR STEARNS CORPORATE LENDING INC. ("BSCLI"), having an office at 383 Madison Avenue, New York, New York 10179, in its capacity as collateral agent pursuant to the Credit Agreement (as hereinafter defined), as pledgee, assignee and secured party (in such capacity and together with any successors in such capacity, the "Collateral Agent").

RECITALS:

A. Borrower, the Subsidiary Guarantors party thereto, Bear, Stearns & Co. Inc. and Merrill Lynch, Pierce, Fenner & Smith Incorporated, in their capacities as joint lead arrangers and joint book-runners (in such capacities and together with any successors in such capacities, the "Lead Arrangers"), Merrill Lynch, Pierce, Fenner & Smith Incorporated, as syndication agent (in such capacity and together with any successors in such capacity, the "Syndication Agent"), the Collateral Agent, BSCLI, in its capacity as administrative agent (in such capacity and together with any successors in such capacity, the "Administrative Agent") and Societe Generale and Credit Lyonnais New York Branch, as joint documentation agents (in such capacities and together with any successors in such capacities, the "Documentation Agents", and together with the Administrative Agent, Collateral Agent, Lead Arrangers and Syndication Agent, the "Agents") and the Lenders (as hereinafter defined) from time to time listed therein have, in connection with the execution and delivery of this Agreement, entered into that certain credit agreement, dated as of March 3, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. The Guarantors have, or will have, as the case may be, among other things, fully and unconditionally guaranteed the obligations of Borrower under the Credit Agreement.

C. Pursuant to the Credit Agreement, the Term A Facility Lenders (as defined in the Credit Agreement) have agreed to make the Term A Facility Loans (as defined in the Credit Agreement), the Term B Facility Lenders (as defined in the Credit Agreement), have agreed to make the Term B Facility Loans (as defined in the Credit Agreement), the Revolving Lenders (as defined in the Credit Agreement) has agreed to make the Revolving Loans (as defined in the Credit Agreement), the Swingline Lender (as defined in the Credit Agreement) has agreed to make the Swingline Loans (as defined in the Credit Agreement), the L/C Lender (as defined in the Credit Agreement) has

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agreed to issue Letters of Credit (as defined in the Credit Agreement) and the Incremental Loan Lenders, if any (as defined in the Credit Agreement, and together with the Term A Facility Lenders, the Term B Facility Lenders, the Revolving Lenders, the Swingline Lender, the L/C Lender and the Agents in their capacities as Term A Facility Lenders, Term B Facility Lenders, L/C Lender, Revolving Lenders, and Incremental Loan Lenders, the "First Priority Lenders") may from time to time make the Incremental Loans (as defined in the Credit Agreement, and, together with the Term A Facility Loans, Term B Facility Loans, the Revolving Loans and the Letters of Credit, the "First Priority Loans").

D. Pursuant to the Credit Agreement, the Term C Facility Lenders (as defined in the Credit Agreement and together with the Agents in their capacities as Term C Facility Lenders, the "Second Priority Lenders", and together with the First Priority Lenders, the "Lenders") have agreed to make the Term C Facility Loans (as defined in the Credit Agreement and also hereinafter referred to as the "Second Priority Loans", and together with the First Priority Loans, the "Loans").

E. It is contemplated that one or more of the Pledgors may enter into one or more agreements with one or more of the Lenders or their respective Affiliates (as hereinafter defined) fixing interest rates with respect to the Loans (such agreements, to the extent same are with one or more of the Lenders or their respective Affiliates (but excluding any such agreement if the parties thereto elect not to have such agreement deemed a Swap Contract thereunder), collectively, the "Swap Contracts").

F. Each Guarantor will receive substantial benefits from the execution, delivery and performance of the obligations under the Credit Agreement and is, therefore, willing to enter into this Agreement.

G. Each Pledgor is or, as to Pledged Collateral (as hereinafter defined) acquired by such Pledgor after the date hereof, will be the legal and/or beneficial owner of the Pledged Collateral pledged by it hereunder.

H. The Collateral Agent has been authorized and directed to enter into this Agreement pursuant to the Credit Agreement.

I. It is a condition precedent to the obligations of the First Priority Lenders to make the First Priority Loans that Borrower and the Guarantors shall have executed and delivered this Agreement to the Collateral Agent for its benefit and for the benefit of the other Agents, the First Priority Lenders and (i) each party to a Swap Contract relating to the First Priority Loans if at the date of entering into such Swap Contract such person was a First Priority Lender or an Affiliate of a First Priority Lender, (ii) Wells Fargo Bank N.A. under the interest rate agreement set forth on Schedule 9.11 to the Credit Agreement and (iii) each party to a Secured Interest Rate Protection Agreement if at the date of entering into such Secured Interest Rate Protection Agreement such person was a First Priority Lender or an Affiliate of a First Priority Lender (each of clause (i) through (iii) a "First Priority Swap Contract" and each such First Priority Lender or Affiliate thereof that is

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party thereto a "Lender Counterparty") and such person executes and delivers to the Collateral Agent a letter agreement in form and substance acceptable to the Collateral Agent pursuant to which such person (x) appoints the Collateral Agent as its agent under the applicable Credit Documents (as defined herein) and (y) agrees to be bound by the provisions of Article IV of the Credit Agreement.

J. It is also a condition precedent to the obligations of the Second Priority Lenders to make the Second Priority Loans that the Pledgors shall have executed and delivered a second security agreement (the "Second Security Agreement") to the Collateral Agent to secure a second lien on and security interest in the Pledged Collateral granted to the Collateral Agent for the benefit of the Second Priority Secured Parties as security for the payment and performance in full of the Second Priority Secured Obligations which shall be a second priority lien on and security interest in the Pledged Collateral (the "Second Priority Lien"), and which Second Security Agreement shall be subject and subordinate only to this Agreement and other Prior Liens (as defined in the Second Security Agreement).

K. This Agreement is given by each Pledgor in favor of the Collateral Agent for the benefit of the Secured Parties to secure the payment and performance of all of the First Priority Secured Obligations (as hereinafter defined).

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor and the Collateral Agent hereby agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION.

SECTION 1.1 Definitions.

(a) Unless otherwise defined herein, terms used herein that are defined in the UCC (as hereinafter defined) shall have the meanings assigned to them in the UCC, including the following that are capitalized herein:

"Accounts"; "Bank"; "Chattel Paper"; "Commercial Tort Claim"; "Commodity Account"; "Commodity Contract"; "Commodity Intermediary"; "Documents"; "Electronic Chattel Paper"; "Entitlement Order"; "Equipment"; "Financial Asset"; "Fixtures"; "Goods", "Instruments" (as defined in Article 9 rather than Article 3); "Inventory"; "Investment Property"; "Letter-of-Credit Rights"; "Letters of Credit"; "Proceeds"; "Securities Account"; "Securities Intermediary"; "Supporting Obligations"; and "Tangible Chattel Paper."

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(b) Capitalized terms used but not otherwise defined herein that are defined in the Credit Agreement shall have the meanings given to them in the Credit Agreement, including the following:

"Affiliate"; "Business Day"; "Capital Lease Obligations"; "Cash Equivalents"; "Casualty Event"; "Credit Documents"; "Event of Default"; "Gaming Authority"; "Gaming Facility"; "Gaming Law"; "Indebtedness"; "Landlord Consent"; "Lien"; "Loans"; "Mortgage"; "Net Available Proceeds"; "Notes"; "Officer's Certificate"; "Permitted Liens"; "person"; "Purchase Money Obligations"; "Second Priority Secured Parties"; Security Documents"; "Subsidiary"; "Taxes"; "Transaction Documents"; and "Unrestricted Subsidiaries."

(c) The following terms shall have the following meanings:

"Additional Guarantors" shall have the meaning assigned to such term in the Preamble hereof.

"Additional Pledged Interests" shall mean, collectively, with respect to each Pledgor, (i) all options, warrants, rights, agreements, additional membership or partnership interests or other interests of whatever class of any issuer of Initial Pledged Interests or any interest in any such issuer, including, without limitation, all rights, privileges, authority and powers of such Pledgor relating to the equity, membership or partnership interests in any such issuer or under the Operative Agreement of any such issuer, from time to time acquired by such Pledgor in any manner and (ii) all the membership, partnership or other interests, as applicable, of each limited liability company, partnership or other entity (other than a corporation) hereafter acquired or formed by such Pledgor (excluding the membership or partnership interests or other interests of any Unrestricted Subsidiary acquired or formed by such Pledgor) and all options, warrants, rights, agreements, additional membership, partnership interests or other interests of whatever class of such limited liability company, partnership or other entity including, without limitation, all rights, privileges, authority and powers of such Pledgor relating to such equity, membership or partnership interests or under the Operative Agreement of such limited liability company, partnership or other entity, from time to time acquired by such Pledgor in any manner, in each case, including the certificates, instruments and agreements representing such additional interests and any and all interest of such Pledgor in the entries on the books of any financial intermediary pertaining to such additional interests.

"Additional Pledged Shares" shall mean, collectively, with respect to each Pledgor, (i) all options, warrants, rights, agreements, additional shares of capital stock of whatever class of any issuer of the Initial Pledged Shares or any interest in any such issuer, including, without limitation, all rights, privileges, authority and powers of such Pledgor relating to such additional shares issued by any such issuer under the Operative Agreement of any such issuer, from time to time acquired by such Pledgor in any manner and (ii) all the issued and outstanding shares of capital stock of each corporation hereafter acquired or formed by such Pledgor (excluding the capital stock of any Unrestricted Subsidiary acquired or formed by such Pledgor) and all options, warrants, rights, agreements or additional shares of capital stock of whatever class of such corporation including, without limitation, all

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rights, privileges, authority and powers of such Pledgor relating to such shares or under the Operative Agreement of such corporation, from time to time acquired by such Pledgor in any manner, in each case, including the certificates representing such additional shares and any and all interest of such Pledgor in the entries on the books of any financial intermediary pertaining to such additional shares.

"Administrative Agent" shall have the meaning assigned to such term in Recital A hereof.

"Agents" shall have the meaning assigned to such term in Recital A of this Agreement.

"Agreement" shall mean this Agreement, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof.

"Borrower" shall have the meaning assigned to such term in the Preamble hereof.

"Cage Cash" shall mean cash kept on premises at any Gaming Facility and used in the operation of the Gaming Facility.

"Casino Rama Management Contract" shall mean the Amended and Restated Development and Operating Agreement dated as of March 18, 1996 among Ontario Casino Corporation, Chippewa of Rama First Nation (also known as the Chippewas of Mnjikaning First Nation), Casino Rama Inc., Casino Rama Holdings Inc., Casino Rama Services Inc., Weat Access Inc., Weat Holdings Inc., Wheat Parking Inc., CHC International, Inc. and CHC Casinos Canada Limited.

"Charges" shall mean any and all property and other taxes, assessments and special assessments, levies, fees and all governmental charges imposed upon or assessed against, and all claims (including, without limitation, landlords', carriers', mechanics', workmen's, repairmen's, laborers', materialmen's, suppliers' and warehousemen's Liens and other claims arising by operation of law) against, all or any portion of the Pledged Collateral.

"Charles Town Gaming Facility" shall mean the Gaming Facility known as "The Charles Town Races," located in Charles Town, West Virginia.

"Collateral Account" shall mean a collateral account or sub-account established and maintained by the Collateral Agent (or a Lender that agrees to be a collateral sub-agent for the Collateral Agent) in its name as Collateral Agent for the benefit of the Secured Parties, in accordance with the provisions of this Agreement.

"Collateral Account Funds" shall mean, collectively, the following from time to time on deposit in the Collateral Account: all funds, investments (including, without limitation, all Cash Equivalents) and all certificates and instruments from time to time representing or evidencing such investments; all notes, certificates of deposit, checks and other instruments from time to time hereafter delivered to or otherwise possessed by the Collateral Agent for or on behalf of any Pledgor in substi-

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tution for, or in addition to, any or all of the Pledged Collateral or Mortgaged Property, and all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the items constituting Pledged Collateral or Mortgaged Property.

"Collateral Agent" shall have the meaning assigned to such term in the Preamble hereof.

"Collateral Material Adverse Effect" shall mean, as of any date of determination and whether individually or in the aggregate (a) any event, circumstance, occurrence or condition that has caused or resulted in a material adverse effect on the business or operations as presently conducted by the Pledgors, taken as a whole, in connection with the Pledged Collateral or any material portion thereof; (b) any event, circumstance, occurrence or condition that has caused or resulted in a material adverse effect on the value or utility of the Pledged Collateral, taken as a whole, or any material portion thereof; or (c) any event, circumstance, occurrence or condition which has caused or resulted in a material adverse effect on the legality, priorities or enforceability of the Liens created by this Agreement or the rights and remedies of the Collateral Agent hereunder.

"Concentration Accounts" shall mean (i) the Deposit Accounts and/or Securities Accounts established by the Pledgors listed on Schedule 12(b) to the Perfection Certificate and (ii) each other Deposit Account or Securities Account, in each case, into which (i) the Initial Controlled Accounts and each additional Deposit Account established by any Pledgor after the date hereof shall be swept on a daily basis and (ii) each other Deposit Account maintained by any Pledgor shall be swept in the ordinary course of business consistent with past practice unless the Deposit Accounts from which amounts would otherwise be swept are subject to a valid Control Agreement and any substitute or replacement thereof established in accordance with the provisions of Section 3.4(b) of this Agreement, each of which shall be made subject to a Control Agreement in favor of the Collateral Agent pursuant to Section 3.4(b) of this Agreement.

"Contracts" shall mean, collectively, with respect to each Pledgor, all sale, service, performance, equipment or property lease contracts, agreements and grants and all other contracts, agreements or grants (in each case, whether written or oral, or third party or intercompany), between such Pledgor and third parties, and all assignments, amendments, restatements, supplements, extensions, renewals, replacements or modifications thereof.

"Control" shall mean (i) in the case of each Deposit Account, "control," as such term is defined in Section 9-104 of the UCC, and (ii) in the case of any Security Entitlement, "control" as such term is defined in Section 8-106 of the UCC and (iii) in the case of any Commodity Contract, "control," as such term is defined in Section 9-106 of the UCC.

"Control Agreement" shall mean a control agreement in form and substance reasonably acceptable to the Collateral Agent.

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"Controlled Account" shall mean a Deposit Account, Commodities Account or Securities Account with respect to which the Collateral Agent has Control.

"Copyrights" shall mean, collectively, with respect to each Pledgor, all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or any political subdivision thereof whether registered or unregistered and whether published or unpublished) and all copyright registrations and applications made by such Pledgor, in each case, whether now owned or hereafter created or acquired by or assigned to such Pledgor, including, without limitation, the copyrights, registrations and applications listed in Schedule 11(b) of the Perfection Certificate, together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor's use of such copyrights, (ii) reissues, renewals, continuations and extensions thereof, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements thereof (which such rights shall be exercisable by the Collateral Agent upon the occurrence and during the continuance of an Event of Default).

"Credit Agreement" shall have the meaning assigned to such term in Recital A hereof.

"Debt Instrument" shall mean each of (i) the Credit Agreement and the Notes and any related instruments or agreements and (ii) the notes, agreements and/or instruments that, at any time, collectively evidence or comprise any Swap Contract.

"Deposit Accounts" shall mean, collectively, with respect to each Pledgor, (i) all "deposit accounts" as such term is defined in the UCC and (ii) all cash, funds, checks, notes and instruments from time to time on deposit in any of the accounts described in clause (i) of this definition.

"Distributions" shall mean, collectively, with respect to each Pledgor, all dividends, cash, options, warrants, rights, instruments, distributions, returns of capital or principal, income, interest, profits and other property, interests (debt or equity) or proceeds, including as a result of a split, revision, reclassification or other like change of the Pledged Securities, from time to time received, receivable or otherwise distributed to such Pledgor in respect of or in exchange for any or all of the Pledged Securities or Intercompany Notes.

"Documentation Agents" shall have the meaning assigned to such term in Recital A hereof.

"Excluded Collateral" shall mean (i) to the extent so required by West Virginia law and with respect to the Charles Town Gaming Facility only, (x) all monies and other funds on account of purses, taxes and breeders funds distributable from pari-mutual commissions as a result of wagering on live racing, simulcast or export signals, (y) all monies and other funds on account of pension contributions, host fees, association's shares, all governmental entities' shares and simulcast transmission fees and transmission costs ((x) and (y) collectively, "Excluded Funds") and (z) all monies pay-

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able to customers with respect to outstanding winning tickets ("Outstanding Winnings") and (ii) the West Virginia Racing License and (iii) all monies from video lottery due the thoroughbred and greyhound development funds, regular purse accounts, racing commission, employees pension funds and all other recipients of video lottery monies.

"Excluded Funds" shall have the meaning assigned to such term in the definition of Excluded Collateral.

"Excluded Property" shall mean Special Property other than the following:

(a) the right to receive any payment of money (including, without limitation, Accounts, General Intangibles and Payment Intangibles) or any other rights referred to in Sections 9-406(f), 9-407(a) or 9-408(a) of the UCC; and

(b) any Proceeds, substitutions or replacements of any Special Property (unless such Proceeds, substitutions or replacements would constitute Special Property).

"Existing Deposit Accounts" shall have the meaning assigned to such term in Section 3.4(b).

"Financial Intermediary" shall mean any Securities Intermediary or Commodity Intermediary.

"First Priority Lenders" shall have the meaning assigned to such term in Recital C hereof.

"First Priority Lien" shall have the meaning assigned to such term in Section 2.1(a) hereof.

"First Priority Loans" shall have the meaning assigned to such term in Recital C hereof.

"First Priority Secured Obligations" shall mean all Secured Obligations arising under or in respect of the First Priority Loans and the First Priority Swap Contracts or payable to the First Priority Lenders.

"First Priority Swap Contract" shall have the meaning assigned to such term in Recital I hereof.

"Foreign Subsidiary" shall mean any Subsidiary organized under the laws of any jurisdiction outside the United States of America.

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"FR Park Note" shall mean that certain Registered Subordinated Secured Promissory Note, dated January 28, 1999, as amended (Registered Note Number 102), which is evidence of a loan made by Penn National Gaming, Inc. to FR Park Racing, L.P.

"General Intangibles" shall mean, collectively, with respect to each Pledgor, all "general intangibles," as such term is defined in the UCC, of such Pledgor and, in any event, shall include, without limitation, (i) all of such Pledgor's rights, title and interest in, to and under all Insurance Policies and Contracts, (ii) all know-how and warranties relating to any of the Pledged Collateral or the Mortgaged Property, (iii) any and all other rights, claims, choses-in-action and causes of action of such Pledgor against any other person and the benefits of any and all collateral or other security given by any other person in connection therewith, (iv) all guarantees, endorsements and indemnifications on, or of, any of the Pledged Collateral or any of the Mortgaged Property, (v) all lists, books, records, correspondence, ledgers, print-outs, files (whether in printed form or stored electronically), tapes and other papers or materials, including, without limitation, all customer or tenant lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, appraisals, recorded knowledge, surveys, studies, engineering reports, test reports, manuals, standards, processing standards, performance standards, catalogs, research data, computer and automatic machinery software and programs and the like, field repair data, accounting information and all media in which or on which any of the information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, (vi) all licenses, consents, permits, variances, certifications, authorizations and approvals, however characterized, of any Governmental Authority (or any person acting on behalf of a Governmental Authority) now or hereafter acquired or held by such Pledgor including, without limitation, building permits, certificates of occupancy, environmental certificates, industrial permits or licenses and certificates of operation and (vii) all rights to reserves, deferred payments, deposits, refunds, indemnification of claims.

"Goodwill" shall mean, collectively, with respect to each Pledgor, the goodwill connected with such Pledgor's business including, without limitation, (i) all goodwill connected with the use of and symbolized by any of the Intellectual Property Collateral in which such Pledgor has any interest, (ii) all know-how, trade secrets, customer and supplier lists, proprietary information, inventions, methods, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, confidential information and the right to limit the use or disclosure thereof by any person, pricing and cost information, business and marketing plans and proposals, consulting agreements, engineering contracts and such other assets which relate to such goodwill and (iii) all product lines of such Pledgor's business.

"Governmental Authority" shall have the meaning assigned to such term in the Credit Agreement.

"Guarantee" shall have the meaning assigned to such term in the Credit Agreement.

"Guarantors" shall have the meaning assigned to such term in the Preamble hereof.

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"Indemnified Liabilities" shall have the meaning assigned to such term in Section 12.4(i) hereof.

"Indemnitees" shall have the meaning assigned to such term in Section 12.4(i) hereof.

"Initial Controlled Accounts" shall mean the Deposit Accounts and Securities Accounts set forth on Schedule 3.4(b)(i) hereof.

"Initial Pledged Interests" shall mean, with respect to each Pledgor, all membership, partnership or other equity interests (other than in a corporation), as applicable, of each issuer described in Schedule 5 annexed to the Perfection Certificate, together with all rights, privileges, authority and powers of such Pledgor in and to each such issuer or under the Operative Agreement of each such issuer, and the certificates, instruments and agreements representing such membership, partnership or other interests and any and all interest of such Pledgor in the entries on the books of any financial intermediary pertaining to such membership, partnership or other interests.

"Initial Pledged Shares" shall mean, collectively, with respect to each Pledgor, the issued and outstanding shares of capital stock of each issuer described in Schedule 5 annexed to the Perfection Certificate together with all rights, privileges, authority and powers of such Pledgor in and to each such issuer or under the Operative Agreement of each such issuer, and the certificates, instruments and agreements representing such shares of capital stock and any and all interest of such Pledgor in the entries on the books of any financial intermediary pertaining to the Initial Pledged Shares.

"Insurance Policies" shall mean the insurance policies and coverages required to be maintained by the Pledgors with respect to the Pledged Collateral and the Mortgaged Property pursuant to Section 9.02 of the Credit Agreement and all renewals and extensions thereof.

"Intellectual Property Collateral" shall mean, collectively, the Patents, Trademarks, Copyrights, Licenses and Goodwill.

"Intercompany Notes" shall mean, with respect to each Pledgor, all intercompany notes described in Schedule 9 annexed to the Perfection Certificate and each intercompany note hereafter acquired by such Pledgor and all certificates, instruments or agreements evidencing such intercompany notes, and all assignments, amendments, restatements, supplements, extensions, renewals, replacements or modifications thereof to the extent permitted pursuant to the terms hereof.

"Investment Election Notice" shall have the meaning assigned to such term in Section 10.2(a) hereof.

"Joinder Agreement" shall mean the form of joinder agreement attached hereto as Exhibit 3.

"Lead Arrangers" shall have the meaning assigned to such term in Recital A hereof.

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"Lender Counterparties" shall have the meaning assigned to such term in Recital I hereof.

"Lenders" shall have the meaning assigned to such term in Recital D hereof.

"L/C Sub-Account" shall have the meaning assigned to such term in Section 10.3 hereof.

"Licenses" shall mean, collectively, with respect to each Pledgor, all license and distribution agreements with, and covenants not to sue, any other party with respect to any Patent, Trademark or Copyright or any other patent, trademark or copyright, whether such Pledgor is a licensor or licensee, distributor or distributee under any such license or distribution agreement, including, without limitation, the license and distribution agreements listed in Schedules 11(a) and 11(b) annexed to the Perfection Certificate, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements or violations thereof, (iii) rights to sue for past, present and future infringements or violations thereof (which such rights shall be exercisable by the Collateral Agent upon the occurrence and during the continuance of an Event of Default) and (iv) other rights to use, exploit or practice any or all of the Patents, Trademarks or Copyrights or any other patent, trademark or copyright.

"Louisiana Ground Lease" shall mean that certain Ground Lease Agreement and a Supplemental Agreement to Ground Lease dated June 16, 1993, by and between Louisiana Casino Cruises, Inc. as tenant and Capitol Lake Properties, Inc. as landlord which was subsequently amended on September 30, 1993 in a document titled Amendment to the Ground Lease leasing two real property tracts: 1) a 9.29 acre tract; and 2) a tract comprising approximately 8.9 acres located at or near 1717 River Road North, Baton Rouge, Louisiana, 70802.

"Mortgaged Property" shall have the meaning assigned to such term in the Mortgages.

"Operative Agreement" shall mean (i) in the case of any limited liability company, partnership or other non-corporate entity, any membership or partnership agreement or other organizational agreement or document thereof and (ii) in the case of any corporation, any charter or certificate of incorporation and by-laws thereof.

"Original Guarantor" shall have the meaning assigned to such term in the Preamble hereof.

"Outstanding Winnings" shall have the meaning assigned to such term in the definition of Excluded Collateral.

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"Patents" shall mean, collectively, with respect to each Pledgor, all patents issued or assigned to and all patent applications and registrations made by such Pledgor (whether established or registered or recorded in the United States or any other country or any political subdivision thereof), including, without limitation, those listed in Schedule 11(a) annexed to the Perfection Certificate, together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor's use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements thereof (which such rights shall be exercisable by the Collateral Agent upon the occurrence and during the continuance of an Event of Default).

"Pennwood Stock" shall mean those shares of capital stock of Pennwood Racing, Inc. owned by Penn National Holding Company.

"Perfection Certificate" shall mean that certain Perfection Certificate dated March 3, 2003, executed and delivered by each Pledgor in favor of the Collateral Agent for the benefit of the Secured Parties, and each other perfection certificate (which shall be in form and substance reasonably acceptable to the Collateral Agent) executed and delivered by the applicable Guarantor in favor of the Collateral Agent for the benefit of the Secured Parties contemporaneously with the execution and delivery of each Joinder Agreement executed in accordance with Section 3.5 hereof, in each case, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with Section 9.04 of the Credit Agreement.

"Permitted Collateral Liens" shall have the meaning assigned to such term in Section 4.3 hereof.

"Pledge Amendment" shall have the meaning assigned to such term in Section 5.1 hereof.

"Pledged Collateral" shall have the meaning assigned to such term in Section 2.1 hereof.

"Pledged Interests" shall mean, collectively, the Initial Pledged Interests and the Additional Pledged Interests excluding any interest to the extent representing more than 65% of the voting power or control of all classes of interests entitled to vote of any Subsidiary which is a controlled foreign corporation (as defined in Section 957(a) of the Tax Code) and excluding any Subsidiary to the extent that such pledge would constitute an investment of earnings in United States property under Section 956 (or a successor provision) of the Tax Code, which investment would trigger an increase in the gross income of a United States shareholder of such Pledgor pursuant to Section 951 (or a successor provision) of the Tax Code.

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"Pledged Securities" shall mean, collectively, the Pledged Interests, the Pledged Shares and the Successor Interests.

"Pledged Shares" shall mean, collectively, the Initial Pledged Shares and the Additional Pledged Shares excluding any shares representing more than 65% of the voting power of all classes of capital stock entitled to vote of any Subsidiary which is a controlled foreign corporation (as defined in Section 957(a) of the Tax Code) and excluding any shares of stock of any Subsidiary to the extent that such pledge would constitute an investment of earnings in United States property under Section 956 (or a successor provision) of the Tax Code, which investment would trigger an increase in the gross income of a United States shareholder of such Pledgor pursuant to Section 951 (or a successor provision) of the Tax Code.

"Pledgor" shall have the meaning assigned to such term in the Preamble hereof.

"Prior Liens" shall mean, collectively, the Liens identified in Schedule 1.1 annexed hereto relating to the items of Pledged Collateral identified in such Schedule.

"Requirements of Law" shall mean, collectively, any and all requirements of any Governmental Authority including, without limitation, any and all laws, ordinances, rules, regulations or similar statutes or case law.

"Second Priority Lenders" shall have the meaning assigned to such term in Recital D hereof.

"Second Priority Lien" shall have the meaning assigned to such term in Recital J hereof.

"Second Priority Loans" shall have the meaning assigned to such term in Recital D hereof.

"Second Priority Secured Obligations" shall mean all Secured Obligations arising under or in respect of the Second Priority Loans and the Second Priority Swap Contracts.

"Second Priority Swap Contract" shall mean all Swap Contracts relating to the Second Priority Loans if at the date of entering into such Swap Contract such person party thereto was a Second Priority Lender or an Affiliate of a Second Priority Lender.

"Second Security Agreement" shall have the meaning assigned to such term in Recital J hereto.

"Secured Interest Rate Protection Agreement" shall have the meaning assigned to such term in the Credit Agreement.

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"Secured Obligations" shall mean all obligations (whether or not constituting future advances, obligatory or otherwise) of Borrower and any and all of the Guarantors from time to time arising under or in respect of this Agreement, the Credit Agreement, the First Priority Swap Contracts and the other Credit Documents (including, without limitation, the obligations to pay principal, interest and all other charges, fees, expenses, commissions, reimbursements, premiums, indemnities and other payments related to or in respect of the obligations contained in this Agreement, the Credit Agreement, the First Priority Swap Contracts and the other Credit Documents), in each case whether (i) such obligations are direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due whether at stated maturity, by acceleration or otherwise, (ii) arising in the regular course of business or otherwise, (iii) for payment or performance and/or (iv) now existing or hereafter arising (including, without limitation, interest and other obligations arising or accruing after the commencement of any bankruptcy, insolvency, reorganization or similar proceeding with respect to any Pledgor or any other person, or which would have arisen or accrued but for the commencement of such proceeding, even if such obligation or the claim therefor is not enforceable or allowable in such proceeding); *provided, however*, that with respect to any Guarantor, the term "Secured Obligations" shall be limited to the same extent that such Guarantor's Guarantee is limited by Section 6.08 of the Credit Agreement..

"Secured Parties" shall mean the Agents, the First Priority Lenders and the Lender Counterparties.

"Securities Act" shall have the meaning assigned to such term in Section 9.4(ii) hereof.

"Securities Collateral" shall mean, collectively, the Pledged Securities, the Intercompany Notes and the Distributions.

"Second Priority Secured Obligations" shall mean all Secured Obligations arising under or in respect of the Second Priority Loans.

"Special Property" shall mean:

(a) any permit, lease, license, contract or other agreement held by any Pledgor that validly prohibits the creation by such Pledgor of a security interest therein without the consent of any other party thereto (other than Borrower or any of its Subsidiaries), including, without limitation, (1) any limited partnership interest as to which any Pledgor is a partner or the equivalent, (2) the FR Park Note, (3) the Pennwood Stock, (4) the Casino Rama Management Contract; (5) gaming permits and licenses; and (6) the Louisiana Ground Lease;

(b) any permit, lease, license, contract or other agreement held by any Pledgor to the extent that any Requirement of Law applicable thereto prohibits the creation of a security interest therein;

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(c) Equipment or other assets owned by any Pledgor on the date hereof or hereafter acquired that is subject to a Lien securing a Purchase Money Obligation or Capitalized Lease Obligation permitted to be incurred pursuant to the provisions of the Credit Agreement if the contract or other agreement in which such Lien is granted (or the documentation providing for such Purchase Money Obligation or Capitalized Lease Obligation) validly prohibits the creation of any other Lien on such Equipment or other assets without the consent of any other party thereto (other than Borrower or any of its Subsidiaries); and

(d) The capital stock, membership interests, partnership interests or other interests of any Unrestricted Subsidiary;

provided, however, that in each case described in clauses (a), (b), (c) and (d) of this definition, such property shall constitute "Special Property" only to the extent and for so long as such permit, lease, license, contract or other agreement or Requirement of Law applicable thereto, validly prohibits the creation of a Lien on such property in favor of the Collateral Agent and, upon the termination of such prohibition (howsoever occurring), such property shall cease to constitute "Special Property".

"Successor Interests" shall mean, collectively, with respect to each Pledgor, all shares of each class of the capital stock of the successor corporation or interests or certificates of the successor limited liability company, partnership or other entity owned by such Pledgor (unless such successor is such Pledgor itself) formed by or resulting from any consolidation or merger in which any person listed in Schedule 1 annexed to the Perfection Certificate is not the surviving entity; *provided, however*, that the pledge of the Successor Interests affected hereby shall in no event affect the obligations of such Pledgor under any provision prohibiting such action hereunder or under the Credit Agreement *provided, further, however*, that "Successor Interests" shall not include shares representing more than 65% of the voting power of all classes of capital stock entitled to vote of any Subsidiary which is a controlled foreign corporation (as defined in Section 957(a) of the Tax Code) and, in any event, shall not include shares of stock of any Subsidiary to the extent that such pledge would constitute an investment of earnings in United States property under Section 956 (or a successor provision) of the Tax Code, which investment would trigger an increase in the gross income of a United States shareholder of such Pledgor pursuant to Section 951 (or a successor provision) of the Tax Code.

"Swap Contracts" shall have the meaning assigned to such term in Recital E hereof.

"Syndication Agent" shall have the meaning assigned to such term in Recital A hereof.

"Tax Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Trademarks" shall mean, collectively, with respect to each Pledgor, all trademarks (including service marks), logos, slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names, whether registered or unregis-

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tered, owned by or assigned to such Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other Country or any political subdivision thereof), including, without limitation, the registrations and applications listed in Schedule 11(a) annexed to the Perfection Certificate, together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof (which such rights shall be exercisable by the Collateral Agent upon the occurrence and during the continuance of an Event of Default).

"Transaction Document Rights" shall mean, with respect to each Pledgor, collectively, all of such Pledgor's rights, title and interest in, to and under the Transaction Documents including, without limitation, (i) all rights and remedies relating to monetary damages, including indemnification rights and remedies, and claims for damages or other relief pursuant to or in respect of the Transaction Documents, (ii) all rights and remedies relating to monetary damages, including indemnification rights and remedies, and claims for monetary damages under or in respect of the agreements, documents and instruments referred to in the Transaction Documents or related thereto and (iii) all proceeds, collections, recoveries and rights of subrogation with respect to the foregoing.

"UCC" shall mean the Uniform Commercial Code as in effect on the date hereof and from time to time in the State of New York; *provided, however*, that if by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the Collateral Agent's and the Secured Parties' security interest in any item or portion of the Pledged Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect on the date hereof in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions relating to such provisions.

"West Virginia Race Track Video Lottery License" shall mean the race track video lottery license granted by the West Virginia Lottery Commission to PNGI Charles Town Gaming Limited Liability Company.

"West Virginia Racing License" shall mean the horse racing license granted by the West Virginia Racing Commission to PNGI Charles Town Gaming Limited Liability Company.

SECTION 1.2 Interpretation. The rules of construction set forth in Section 1.04 of the Credit Agreement shall be applicable to this Agreement.

SECTION 1.3 Resolution of Drafting Ambiguities. Each Pledgor acknowledges and agrees that it was represented by counsel in connection with the execution and delivery hereof, that it and its counsel reviewed and participated in the preparation and negotiation hereof and that any rule

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of construction to the effect that ambiguities are to be resolved against the drafting party (i.e., the Collateral Agent) shall not be employed in the interpretation hereof.

ARTICLE II

GRANT OF SECURITY AND SECURED OBLIGATIONS

SECTION 2.1 Pledge. (a) As collateral security for the payment and performance in full of all the First Priority Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in and to (the "First Priority Lien") all of the right, title and interest of such Pledgor in, to and under the following property, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, the "Pledged Collateral"):

(i) all Accounts;

(ii) all Equipment, Goods, Inventory and Fixtures;

(iii) all Documents, Instruments and Chattel Paper;

(iv) all Letter-of-Credit Rights;

(v) all Securities Collateral;

(vi) all Investment Property;

(vii) all Intellectual Property Collateral;

(viii) the Commercial Tort Claims described on Schedule 13 to the Perfection Certificate;

(ix) all General Intangibles;

(x) all Deposit Accounts;

(xi) the Collateral Account and all Collateral Account Funds;

(xii) the Transaction Documents and Transaction Document Rights;

(xiii) all Supporting Obligations;

(xiv) all books and records relating to the Pledged Collateral; and

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(xv) to the extent not covered by clauses (i) through (xiv) of this sentence, all other personal property of such Pledgor, whether tangible or intangible and all Proceeds and products of any of the foregoing and all accessions to, substitutions of and replacements for, and rents, profits and products of, each of the foregoing, any and all proceeds of any insurance, indemnity, warranty or guaranty payable to such Pledgor from time to time with respect to any of the foregoing.

Notwithstanding anything to the contrary contained in clauses (i) through (xv) above, the security interest created by this Agreement shall not extend to, and the term "Pledged Collateral" shall not include, any Excluded Property or Excluded Collateral and (i) the Pledgors shall from time to time at the request of the Collateral Agent give written notice to the Collateral Agent identifying in reasonable detail the Special Property (and stating in such notice that such Special Property constitutes "Excluded Property") and shall provide to the Collateral Agent such other information regarding the Special Property as the Collateral Agent may reasonably request and (ii) from and after the Closing Date, no Pledgor shall permit to become effective in any document creating, governing or providing for any permit, lease or license, a provision that would prohibit the creation of a Lien on such permit, lease or license in favor of the Collateral Agent unless such Pledgor believes, in its reasonable judgment, that such prohibition is usual and customary in transactions of such type.

(b) Without limiting the generality of the foregoing, each Pledgor hereby acknowledges and agrees that the First Priority Lien in favor of the Collateral Agent for the benefit of the Secured Parties shall be subject only to Permitted Collateral Liens.

SECTION 2.2 First Priority Secured Obligations. This Agreement secures, and the Pledged Collateral is collateral security for, the payment and performance in full when due of the First Priority Secured Obligations.

SECTION 2.3 Security Interest. (a) Each Pledgor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements (including fixture filings) and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment relating to the Pledged Collateral, including, without limitation, (i) whether such Pledgor is an organization, the type of organization and any organizational identification number issued to such Pledgor and (ii) in the case of a financing statement filed as a fixture filing or covering Pledged Collateral constituting minerals or the like to be extracted or timber to be cut, a sufficient description of the real property to which such Pledged Collateral relates. Such financing statements may describe the Pledged Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as Collateral Agent may determine is necessary, advisable or prudent to ensure the perfection of the security interest in the Pledged Collateral granted to Collateral Agent herein, including, without limitation, describing such property as "all assets" or "all personal property" whether now owned or hereafter acquired. Each Pledgor agrees to provide all information described in the immediately preceding

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sentence to the Collateral Agent promptly upon request. The Collateral Agent shall provide reasonable notice to Borrower of all such financing statement filings and amendments thereto made from time to time.

(b) Each Pledgor hereby ratifies its authorization for the Collateral Agent to file in any relevant jurisdiction any initial financing statements or amendments thereto relating to the Pledged Collateral if filed prior to the date hereof.

(c) Each Pledgor hereby further authorizes the Collateral Agent to file filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by such Pledgor hereunder, without the signature of such Pledgor, and naming such Pledgor, as debtor, and the Collateral Agent, as secured party. The Collateral Agent shall provide reasonable notice to Borrower of all such filings and amendments thereto made from time to time.

SECTION 2.4 No Release. Nothing set forth in this Agreement shall relieve any Pledgor from the performance of any term, covenant, condition or agreement on such Pledgor's part to be performed or observed under or in respect of any of the Pledged Collateral or from any liability to any person under or in respect of any of the Pledged Collateral or shall impose any obligation on the Collateral Agent or any other Secured Party to perform or observe any such term, covenant, condition or agreement on such Pledgor's part to be so performed or observed or shall impose any liability on the Collateral Agent or any other Secured Party for any act or omission on the part of such Pledgor relating thereto or for any breach of any representation or warranty on the part of such Pledgor contained in this Agreement, the Credit Agreement, any Swap Contract or the other Security Documents, or under or in respect of the Pledged Collateral or made in connection herewith or therewith. The obligations of each Pledgor contained in this Section 2.4 shall survive the termination hereof and the discharge of such Pledgor's other obligations under this Agreement and the other Credit Documents.

ARTICLE III

PERFECTION; SUPPLEMENTS; FURTHER ASSURANCES; USE OF PLEDGED COLLATERAL

SECTION 3.1 Delivery of Certificated Securities Collateral. All certificates, agreements or instruments representing or evidencing the Securities Collateral in existence on the date hereof have been delivered to the Collateral Agent in suitable form for transfer by delivery or accompanied by duly executed instruments of transfer or assignment in blank. Each Pledgor hereby agrees that all certificates, agreements or instruments representing or evidencing Securities Collateral acquired by such Pledgor after the date hereof shall promptly, but in any event within 3 Business Days, upon receipt thereof by such Pledgor be delivered to and held by or on behalf of the Collateral Agent

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pursuant hereto. All certificated Securities Collateral shall be in suitable form for transfer by delivery or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to the Collateral Agent. The Collateral Agent shall have the right, at any time upon the occurrence and during the continuance of any Event of Default, to endorse, assign or otherwise transfer to or to register in the name of the Collateral Agent or any of its nominees, or endorse for negotiation, any or all of the Securities Collateral, without any indication that such Securities Collateral is subject to the security interest hereunder. In addition, the Collateral Agent shall have the right at any time to exchange certificates representing or evidencing Securities Collateral for certificates of smaller or larger denominations. Subject to the release of any Pledged Collateral as contemplated by any of the Credit Documents, the Collateral Agent shall (or through one or more of its agents shall), to the extent required by any Gaming Laws, retain possession of all Securities Collateral delivered to it at a location designated by the applicable Gaming Authority.

SECTION 3.2 Perfection of Uncertificated Securities Collateral. Each Pledgor represents and warrants that the Collateral Agent has a perfected first priority security interest for the benefit of the Secured Parties in all uncertificated Pledged Securities pledged by it hereunder that are in existence on the date hereof. Each Pledgor hereby agrees that if any issuer of Pledged Securities is organized in a jurisdiction that does not permit the use of certificates to evidence equity ownership, or if any of the Pledged Securities are at any time not evidenced by certificates of ownership, then each applicable Pledgor shall, to the extent permitted by applicable law, record such pledge on the equity-holder register or the books of the issuer, cause the issuer to execute and deliver to the Collateral Agent an acknowledgment of the pledge of such Pledged Securities substantially in the form of Exhibit 1 annexed hereto, execute any customary pledge forms or other documents necessary or appropriate to complete the pledge and give the Collateral Agent the right to transfer such Pledged Securities under the terms hereof and, upon the request of the Collateral Agent, will provide to the Collateral Agent an opinion of counsel, in form and substance satisfactory to the Collateral Agent, confirming such pledge and perfection thereof.

SECTION 3.3 Financing Statements and Other Filings; Maintenance of Perfected Security Interest. As of the date hereof, the only filings, registrations and recordings necessary and appropriate to create, preserve, protect, publish notice of and perfect the security interests granted by each Pledgor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to this Agreement in respect of the Pledged Collateral are listed in Schedule 7 of the Perfection Certificate. All such filings, registrations and recordings have been delivered to the Collateral Agent in completed and, to the extent necessary or appropriate, duly executed form for filing in each governmental, municipal or other office specified in Schedule 7 of the Perfection Certificate. Each Pledgor agrees that at the sole cost and expense of the Pledgors, (i) such Pledgor will maintain the security interest created by this Agreement in the Pledged Collateral as a perfected security interest having at least the priorities required hereunder and shall defend such security interest against the claims and demands of all persons, (ii) such Pledgor, upon the request of the Collateral Agent, will furnish to the Collateral Agent from time to time statements and schedules further identifying and describing the Pledged Collateral and such other reports in connection with the Pledged Collateral as the Collateral Agent may reasonably request, all in reasonable detail and (iii) at any time and from time to time, upon the writ-

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ten request of the Collateral Agent, such Pledgor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further action as the Collateral Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including the filing of any financing or continuation statement under the UCC (or other similar laws) in effect in any jurisdiction with respect to the security interest created hereby and the execution and delivery of Control Agreements.

SECTION 3.4 Other Actions. In order to further insure the attachment, perfection and priorities of, and the ability of the Collateral Agent to enforce, the Collateral Agent's security interests in the Pledged Collateral, each Pledgor agrees, in each case at such Pledgor's own cost and expense, to take the following actions with respect to the following Pledged Collateral:

(a) Instruments and Tangible Chattel Paper. As of the date hereof, each Pledgor hereby represents and warrants that (i) no amount individually or in the aggregate in excess of $1,000,000 payable under or in connection with any of the Pledged Collateral is evidenced by any Instrument or Tangible Chattel Paper other than such Instruments and Tangible Chattel Paper listed in Schedule 9 of the Perfection Certificate and (ii) each Instrument and each item of Tangible Chattel Paper has been properly endorsed, assigned and delivered to the Collateral Agent, accompanied by instruments of transfer or assignment duly executed in blank. If any amount individually or in the aggregate in excess of $1,000,000 payable under or in connection with any of the Pledged Collateral shall be evidenced by any Instrument or Tangible Chattel Paper, the Pledgor acquiring such Instrument or Tangible Chattel Paper shall forthwith endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time specify; *provided, however*, that so long as no Event of Default shall have occurred and be continuing, the Collateral Agent shall return such Instrument or Tangible Chattel Paper to such Pledgor from time to time, to the extent necessary for collection in the ordinary course of such Pledgor's business.

(b) Deposit Accounts. Each Pledgor hereby represents, warrants and covenants that (i) as of the date hereof, it has neither opened nor maintains any Deposit Accounts other than the Collateral Account established and maintained pursuant to this Agreement and the accounts listed in Schedule 12(a) of the Perfection Certificate (the "Existing Deposit Accounts") and (ii) it shall not in the future maintain any Deposit Accounts except in accordance with the provisions of this Section 3.4(b). No later than thirty (30) days after the date hereof (or such longer period as the Collateral Agent may agree) the applicable Pledgor will with respect to each Concentration Account existing on the date hereof and each Initial Controlled Account (i) enter into a duly authorized, executed and delivered Control Agreement or (ii) close such Concentration Account or Initial Controlled Account; provided, however, that the Pledgors shall not be required to comply with the requirements of this sentence with respect to the accounts set forth on Schedule 3.4(b)(ii) hereto at any time prior to January 1, 2004. Each Pledgor agrees that at the time it establishes any additional Concentration Account it shall enter into a duly authorized, executed and delivered Control Agreement with respect to

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such Concentration Account. Each Pledgor agrees that it shall (i) deposit all amounts collected in the ordinary course of its business other than Cage Cash into the Existing Deposit Accounts or such other accounts established in accordance with the provisions of this Section 3.4(b) and (ii) sweep all such deposited amounts into the Concentration Accounts in the ordinary course of its business consistent with past practice. No Pledgor shall hereafter establish and maintain any Deposit Account with any Bank unless (i) the applicable Pledgor shall have given the Collateral Agent fifteen (15) days' prior written notice of its intention to establish such new Deposit Account with a Bank and (ii) such Bank and such Pledgor shall have duly executed and delivered to the Collateral Agent a Control Agreement with respect to such Deposit Account. The Collateral Agent agrees with each Pledgor that the Collateral Agent shall not give any instructions directing the disposition of funds from time to time credited to any Concentration Account or withhold any withdrawal rights from such Pledgor with respect to funds from time to time credited to any Concentration Account unless an Event of Default has occurred and is continuing, or, after giving effect to any withdrawal that would occur. No Pledgor shall grant Control of any Deposit Account to any person other than the Collateral Agent.

(c) Investment Property. (i) As of the date hereof, each Pledgor hereby represents and warrants that it (1) has neither opened nor maintains any Securities Accounts or Commodity Accounts other than those listed in Schedule 12(c) of the Perfection Certificate and (2) it does not hold, own or have any interest in any certificated securities or uncertificated securities other than those constituting Pledged Securities, those excluded from the definition of Pledged Collateral and those maintained in Securities Accounts or Commodity Accounts listed in Schedule 12(c) of the Perfection Certificate. No later than thirty (30) days after the date hereof (or such longer period as the Collateral Agent may agree), the applicable Pledgor will (i) entered into a duly authorized, executed and delivered Control Agreement with respect to each Securities Account or Commodity Account listed in Schedule 12(c) of the Perfection Certificate or (ii) close such Securities Account or Commodities Account; *provided, however*, that, if a Pledgor so elects, it shall not be required to comply with the requirements of this sentence with respect to any Securities Account with a fair market value less than $500,000 (any such Securities Account subject to such an election, an "Excluded Securities Account"); *provided, further* that at any time after December 31, 2003 the fair market value of all Excluded Securities Accounts shall not exceed $2,500,000 in the aggregate.

(ii) If any Pledgor shall at any time hold or acquire any certificated securities constituting Investment Property, such Pledgor shall promptly, but in any event within three (3) Business Days, endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank, all in form and substance reasonably satisfactory to the Collateral Agent. If any securities now or hereafter acquired by any Pledgor constituting Investment Property are uncertificated and are issued to such Pledgor or its nominee directly by the issuer thereof, such Pledgor shall promptly, but in any event within three (3) Business Days, notify the Collateral Agent thereof and pursuant to

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an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (a) cause the issuer to agree to comply with instructions from the Collateral Agent as to such securities, without further consent of any Pledgor or such nominee, or (b) arrange for the Collateral Agent to become the registered owner of the securities. No Pledgor shall hereafter establish and maintain any Securities Account or Commodity Account with any Financial Intermediary unless (1) the applicable Pledgor shall have given the Collateral Agent at least fifteen (15) days' prior written notice (or such shorter notice as is acceptable to the Collateral Agent) of its intention to establish such new Securities Account or Commodity Account with such Financial Intermediary (2) such Financial Intermediary shall be reasonably acceptable to the Collateral Agent and (3) such Financial Intermediary and such Pledgor shall have duly executed and delivered a Control Agreement with respect to such Securities Account or Commodity Account, as the case may be. Each Pledgor shall accept any cash received in respect of any Investment Property and Investment Property received in respect of any Investment Property in trust for the benefit of the Collateral Agent and within one (1) Business Day of actual receipt thereof, deposit any cash or Investment Property and any new securities, instruments, documents or other property by reason of ownership of the Investment Property (other than payments of a kind described in Section 5.2(i)(B) hereof) received by it into a Controlled Account. The Collateral Agent agrees with each Pledgor that the Collateral Agent shall not give any Entitlement Orders or instructions or directions to any issuer of uncertificated securities, Financial Intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by such Pledgor, unless an Event of Default has occurred and is continuing, or, after giving effect to any such investment and withdrawal rights would occur. No Pledgor shall grant Control over any Investment Property to any person other than the Collateral Agent.

(iii) As between the Collateral Agent and the Pledgors, the Pledgors shall bear the investment risk with respect to the Investment Property, and the risk of loss of, damage to, or the destruction of the Investment Property, whether in the possession of, or maintained as a security entitlement or deposit by, or subject to the control of, the Collateral Agent, a Financial Intermediary, any Pledgor or any other person; *provided, however*, that nothing contained in this Section 3.4(c) shall release or relieve any Financial Intermediary of its duties and obligations to the Pledgors or any other person under any Control Agreement or under applicable law. Each Pledgor shall promptly pay all Charges and fees of whatever kind or nature with respect to the Investment Property pledged by it under this Agreement. In the event any Pledgor shall fail to make such payment contemplated in the immediately preceding sentence, the Collateral Agent may do so for the account of such Pledgor and the Pledgors shall promptly reimburse and indemnify the Collateral Agent from all costs and expenses incurred by the Collateral Agent under this Section 3.4(c) in accordance with Section 12.3 and Section 12.4 hereof.

(d) Electronic Chattel Paper and Transferable Records. If any amount individually or in the aggregate in excess of $1,000,000 payable under or in connection with any of the Pledged Collateral shall be evidenced by any Electronic Chattel Paper or any "transferable

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record," as that term is defined in Section 201 of the Federal Electronic Signatures in Global and National Commerce Act, or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, the Pledgor acquiring such Electronic Chattel Paper or transferable record shall promptly notify the Collateral Agent thereof and shall take such action as the Collateral Agent may reasonably request to vest in the Collateral Agent control under UCC Section 9-105 of such Electronic Chattel Paper or control under Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or, as the case may be, Section 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. The Collateral Agent agrees with such Pledgor that the Collateral Agent will arrange, pursuant to procedures reasonably satisfactory to the Collateral Agent and so long as such procedures will not result in the Collateral Agent's loss of Control, for the Pledgor to make alterations to the Electronic Chattel Paper or transferable record permitted under UCC Section 9-105 or, as the case may be, Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or Section 16 of the Uniform Electronic Transactions Act for a party in control to allow without loss of Control, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by such Pledgor with respect to such Electronic Chattel Paper or transferable record.

(e) Letter-of-Credit Rights. If any Pledgor is at any time a beneficiary under a Letter of Credit now or hereafter issued in favor of such Pledgor, other than a Letter of Credit issued pursuant to the Credit Agreement, in an amount individually or in the aggregate in excess of $1,000,000, such Pledgor shall promptly notify the Collateral Agent thereof and such Pledgor shall, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (i) arrange for the issuer and any confirmer of such Letter of Credit to consent to an assignment to the Collateral Agent of the proceeds of any drawing under the Letter of Credit or (ii) arrange for the Collateral Agent to become the transferee beneficiary of such Letter of Credit, with the Collateral Agent agreeing, in each case, that after the occurrence and during the continuance of an Event of Default the proceeds of any drawing under the Letter of Credit are to be applied as provided in Article XI.

(f) Commercial Tort Claims. As of the date hereof each Pledgor hereby represents and warrants that it holds no Commercial Tort Claims other than those listed in Schedule 13 of the Perfection Certificate. If any Pledgor shall at any time hold or acquire a Commercial Tort Claim having a value individually or in the aggregate in excess of $1,000,000, such Pledgor shall promptly, but in any event within 3 Business Days, notify the Collateral Agent in writing signed by such Pledgor of the brief details thereof and grant to the Collateral Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Collateral Agent.

SECTION 3.5 Joinder of Additional Guarantors. The Pledgors shall cause each Subsidiary of Borrower that, from time to time, after the date hereof shall be required to pledge any assets to the Collateral Agent for the benefit of the Secured Parties pursuant to the provisions of the Credit

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Agreement, to execute and deliver to the Collateral Agent (i) a Joinder Agreement substantially in the form of Exhibit 3 annexed hereto and (ii) a Perfection Certificate, in each case, within 10 Business Days of the date on which it was acquired or created or otherwise became obligated to pledge assets to the Collateral Agent and, upon such execution and delivery, such Subsidiary shall constitute a "Guarantor" and a "Pledgor" for all purposes hereunder with the same force and effect as if originally named as a Guarantor and Pledgor herein. The execution and delivery of such joinder agreement shall not require the consent of any Pledgor hereunder. The rights and obligations of each Pledgor hereunder shall remain in full force and effect notwithstanding the addition of any new Guarantor and Pledgor as a party to this Agreement.

SECTION 3.6 Use and Pledge of Pledged Collateral. Unless an Event of Default shall have occurred and be continuing, the Collateral Agent shall from time to time execute and deliver, upon written request of any Pledgor and at the sole cost and expense of the Pledgors, any and all instruments, certificates or other documents, in a form reasonably requested by such Pledgor, necessary or appropriate in the reasonable judgment of such Pledgor to enable such Pledgor to continue to exploit, license, use, enjoy and protect the Pledged Collateral in accordance with the terms hereof and of the Credit Agreement. The Pledgors and the Collateral Agent acknowledge that this Agreement is intended to grant to the Collateral Agent for the benefit of the Secured Parties the First Priority Lien and shall not constitute or create a present assignment of any of the Pledged Collateral.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Pledgor represents, warrants and covenants as follows:

SECTION 4.1 Title, Authority and Validity; Preservation of Corporate Existence. (i) Such Pledgor (A) has good and valid rights in and title to the Pledged Collateral with respect to which it has purported to grant the security interests and Liens hereunder, (B) has full power and authority to grant to the Collateral Agent the security interests in and Liens on such Pledged Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval that has been obtained, (C) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (D) is duly qualified to transact business and is in good standing in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary except where the failure to be so qualified would not have a Collateral Material Adverse Effect and (E) this Agreement is a legal, valid and binding obligation of such Pledgor, enforceable against such Pledgor in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws of general applicability from time to time in effect affecting the enforcement of creditors' rights and

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remedies and (b) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(ii) Except in the case of the following clauses (A) and (B), for occurrences resulting from transactions specifically authorized by the Credit Agreement, such Pledgor shall (A) preserve and maintain in full force and effect its existence and good standing under the laws of the jurisdiction of its organization, (B) preserve and maintain in full force and effect its qualification to transact business and good standing in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary except where the failure to be so qualified would not have a Collateral Material Adverse Effect and (C) use reasonable efforts to preserve and maintain in full force and effect all consents, authorizations and approvals necessary or required of any Governmental Authority or any other person relating to the execution, delivery and performance hereof.

SECTION 4.2 Validity of Security Interest. The First Priority Lien granted to the Collateral Agent for the benefit of the Secured Parties constitutes (a) the legal and valid security interests in all the Pledged Collateral securing the payment and performance of the First Priority Secured Obligations, and (b) subject to the filings described in Schedule 7 of the Perfection Certificate and execution of Control Agreements, perfected security interests in all the Pledged Collateral other than any cash that, in accordance with the provision of Section 3.4(b) hereof is not required to be subject to a Control Agreement. The First Priority Lien granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this Agreement in and on the Pledged Collateral will at all times constitute a perfected, continuing first priority security interest therein, superior and prior to the rights of all other persons therein other than in the case of any Pledged Collateral (other than Securities Collateral) with respect to the holders of Permitted Collateral Liens.

SECTION 4.3 Limitation on Liens. Such Pledgor is as of the date hereof, and, as to Pledged Collateral acquired by it from time to time after the date hereof, such Pledgor will be, the sole direct and beneficial owner of all Pledged Collateral pledged by it hereunder free from any Lien or other right, title or interest of any person other than (except in the case of any Securities Collateral) (i) Prior Liens, (ii) the Lien and security interest created by this Agreement, (iii) the Liens described in clauses (a), (b), (f), (g), (j), (m), (p), (q) and (r) of the definition of Permitted Liens and (iv) the Second Priority Lien created by the Second Security Agreement (the Liens described in clauses (i) through (iv) of this sentence, collectively, "Permitted Collateral Liens"). Such Pledgor shall, at its own cost and expense, defend title to the Pledged Collateral pledged by it hereunder and the security interest therein and Lien thereon granted to the Collateral Agent and the priority thereof against all claims and demands of all persons, at its own cost and expense, at any time claiming any interest therein adverse to the Collateral Agent or any other Secured Party. Other than Permitted Collateral Liens, there is no agreement, and no Pledgor shall enter into any agreement or take any other action except in accordance with applicable Requirements of Law, that would result in the imposition of any other Lien, restrict the transferability of any of the Pledged Collateral or otherwise impair or conflict with such Pledgors' obligations or the rights of the Collateral Agent hereunder.

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SECTION 4.4 Other Financing Statements. There is no (nor will there be any) valid or effective financing statement (or similar statement or instrument of registration under the law of any jurisdiction) covering or purporting to cover any interest of any kind in the Pledged Collateral other than in the case of Pledged Collateral, (other than the Securities Collateral) financing statements relating to Permitted Collateral Liens. So long as any of the First Priority Secured Obligations remain unpaid, no Pledgor shall execute, authorize or permit to be filed in any public office any financing statement (or similar statement or instrument of registration under the law of any jurisdiction) or statements relating to any Pledged Collateral, except, in the case of any Pledged Collateral (other than the Securities Collateral), financing statements filed or to be filed in respect of and covering the security interests granted by such Pledgor to the holder of the Permitted Collateral Liens.

SECTION 4.5 Chief Executive Office; Change of Name; Jurisdiction of Organization. (a) As of the date hereof, the exact legal name, type of organization, jurisdiction of organization, Federal Taxpayer Identification Number, organizational identification number and chief executive office of such Pledgor is indicated next to its name in Schedule 1 of the Perfection Certificate. Such Pledgor shall not change (i) its corporate name, (ii) the location of its chief executive office or its principal place of business, (iii) its identity or type of organization or corporate structure, (iv) its Federal Taxpayer Identification Number or organizational identification number, (v) its jurisdiction of organization (in each case, including, without limitation, by merging with or into any other entity, reorganizing, dissolving, liquidating, reincorporating or incorporating in any other jurisdiction) or (vi) the location of any office in which it maintains books or records relating to Pledged Collateral owned by it or any office or facility at which Pledged Collateral owned by it is located (including the establishment of any such new office or facility) until (A) it shall have given the Collateral Agent not less than twenty (20) days' prior written notice of its intention so to do, describing in reasonable detail such change and providing such other information in connection therewith as the Collateral Agent may reasonably request; provided, however, no such notice shall be required in the case of (vi) above and (B) with respect to such change, such Pledgor shall have taken all action reasonably satisfactory to the Collateral Agent to maintain the perfection and priority of the security interest of the Collateral Agent for the benefit of the Secured Parties in the Pledged Collateral intended to be granted hereunder, including, without limitation, obtaining a Landlord Consent or other waiver of any landlord's or warehousemen's liens with respect to such new location in accordance with, and to the extent required by, the provisions of Section 9.09(c) of the Credit Agreement. Each Pledgor agrees to promptly provide the Collateral Agent with certified organizational documents reflecting any of the changes described in the preceding sentence.

(b) The Collateral Agent may rely on opinions of counsel as to whether any or all UCC financing statements of the Pledgors need to be amended as a result of any of the changes described in Section 4.5(a). If any Pledgor fails to provide information to the Collateral Agent about such changes on a timely basis, the Collateral Agent shall not be liable or responsible to any party for any failure to maintain a perfected security interest in such Pledgor's property constituting Pledged Collateral, for which the Collateral Agent needed to have information relating to such changes. The Collateral Agent shall have no duty to inquire about such changes if any Pledgor does not inform the Collateral Agent of such changes, the parties acknowledging and agreeing that it would not be feasi-

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ble or practical for the Collateral Agent to search for information on such changes if such information is not provided by any Pledgor.

SECTION 4.6 Location of Inventory and Equipment As of the date hereof, all Equipment and Inventory of such Pledgor is located at the chief executive office or such other location listed in Schedule 2 of the Perfection Certificate. Such Pledgor shall not move any Equipment or Inventory to any location other than one within the Continental United States that is listed in such Schedules of the Perfection Certificate with respect to such Pledgor until with respect to such new location, such Pledgor shall have taken all action reasonably satisfactory to the Collateral Agent to maintain the perfection and priority of the security interest of the Collateral Agent for the benefit of the Secured Parties in the Pledged Collateral intended to be granted hereby, including, without limitation, obtaining a Landlord Consent or other waiver of any landlord's or warehousemen's and/or bailee's liens with respect to such new location in accordance with, and to the extent required by, the provisions of Section 9.09(c) of the Credit Agreement.

SECTION 4.7 Condition and Maintenance of Equipment. The Equipment of such Pledgor is in good repair, working order and condition, reasonable wear and tear excepted, except where the failure of such Equipment to meet such requirements would not, or is not reasonably likely to, result in a Collateral Material Adverse Effect. Each Pledgor shall cause its Equipment to be maintained and preserved in good repair, working order and condition, reasonable wear and tear excepted except where the failure of such Equipment to meet such requirements would not, or is not reasonably likely to, result in a Collateral Material Adverse Effect and shall as quickly as commercially practicable make or cause to be made all repairs, replacements and other improvements which are necessary or appropriate in the conduct of such Pledgor's business.

SECTION 4.8 Corporate Names; Prior Transactions. Such Pledgor has not, during the five years preceding the date hereof, been known by or used any other corporate or fictitious name or been a party to any merger or consolidation, or acquired all or substantially all of the assets of any person, or acquired any of its property or assets out of the ordinary course of business, except as set forth in Schedule 1 of the Perfection Certificate.

SECTION 4.9 Due Authorization and Issuance. All of the Initial Pledged Shares have been, and to the extent any Pledged Shares are hereafter issued, such shares will be, upon such issuance, duly authorized, validly issued and fully paid and non-assessable. All of the Initial Pledged Interests have been fully paid for, and there is no amount or other obligation owing by any Pledgor to any issuer of the Initial Pledged Interests in exchange for or in connection with the issuance of the Initial Pledged Interests or any Pledgor's status as a partner or a member of any issuer of the Initial Pledged Interests.

SECTION 4.10 No Violations, etc. The pledge of the Pledged Securities pursuant to this Agreement does not violate Regulation T, U or X of the Federal Reserve Board.

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SECTION 4.11 No Options, Warrants, etc. There are no options, warrants, calls, rights, commitments or agreements of any character to which such Pledgor is a party or by which it is bound obligating such Pledgor to issue, deliver or sell or cause to be issued, delivered or sold additional Pledged Securities or obligating such Pledgor to grant, extend or enter into any such option, warrant, call, right, commitment or agreement. There are no voting trusts or other agreements or understandings to which such Pledgor is a party with respect to the transfer, voting or exercise of any other right of the equity interests of any issuer of the Pledged Securities.

SECTION 4.12 No Claims. Such Pledgor owns or has rights to use all of the Pledged Collateral pledged by it hereunder and all rights with respect to any of the foregoing used in, necessary for or material to such Pledgor's business as currently conducted except as would not reasonably be excepted to result in a Collateral Material Adverse Effect. The use by such Pledgor of such Pledged Collateral and all such rights with respect to the foregoing do not infringe on the rights of any person other than such infringement which would not, individually or in the aggregate, result in a Collateral Material Adverse Effect. No claim has been made and remains outstanding that such Pledgor's use of any Pledged Collateral does or may violate the rights of any third person that would individually, or in the aggregate, have a Collateral Material Adverse Effect.

SECTION 4.13 No Conflicts, Consents, etc. Neither the execution and delivery hereof by each Pledgor nor the consummation of the transactions herein contemplated nor the fulfillment of the terms hereof (i) violates any Operative Agreement of such Pledgor or any issuer of Pledged Securities, (ii) violates the terms of any agreement, indenture, mortgage, deed of trust, equipment lease, instrument or other document to which such Pledgor is a party, or by which it may be bound or to which any of its properties or assets may be subject, which violation would, individually or in the aggregate, have a Collateral Material Adverse Effect, (iii) conflicts with any Requirement of Law applicable to any such Pledgor or its property, which conflict would, individually or in the aggregate, have a Collateral Material Adverse Effect, or (iv) results in or requires the creation or imposition of any Lien (other than the Lien contemplated hereby) upon or with respect to any of the property now owned or hereafter acquired by such Pledgor. No consent of any party (including, without limitation, equityholders or creditors of such Pledgor) and no consent, authorization, approval, license or other action by, and no notice to or filing with, any Governmental Authority or regulatory body or other person is required (A) for the pledge by such Pledgor of the Pledged Collateral pledged by it pursuant to this Agreement or for the execution, delivery or performance hereof by such Pledgor, except as set forth in Schedule 4.13 annexed hereto, (B) for the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement (except such limitations as may be imposed by Gaming Law) or (C) for the exercise by the Collateral Agent of the remedies in respect of the Pledged Collateral pursuant to this Agreement (except such limitations as may be imposed by Gaming Law). In the event that the Collateral Agent desires to exercise any remedies, voting or consensual rights or attorney-in-fact powers set forth in this Agreement and determines it necessary to obtain any approvals or consents of any Governmental Authority or any other person therefor, then, upon the reasonable request of the Collateral Agent, such Pledgor agrees to use its commercially reasonable efforts to assist and aid the Collateral Agent to obtain as soon as practicable any necessary approvals or consents for the exercise of any such remedies, rights and powers.

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SECTION 4.14 Pledged Collateral. All information set forth herein, including the schedules annexed hereto, and all information contained in any documents, schedules and lists heretofore delivered to any Secured Party in connection with this Agreement, in each case, relating to the Pledged Collateral, is accurate and complete in all material respects. The Pledged Collateral described on the schedules annexed hereto constitutes all of the property of such type of Pledged Collateral owned or held by the Pledgors.

SECTION 4.15 Insurance. (a) The Pledgors, at their own expense, shall maintain or cause to be maintained the insurance policies and coverages required under Section 9.02 of the Credit Agreement with respect to the Pledged Collateral.

(b) All Net Insurance Proceeds shall be applied in accordance with the provisions of Section 2.10(b) of the Credit Agreement.

(c) In the event that the proceeds of any insurance claim are paid after the Collateral Agent has exercised its right to foreclose after an Event of Default such proceeds shall be paid to the Collateral Agent to satisfy any deficiency remaining after such foreclosure. The Collateral Agent shall retain its interest in the Insurance Policies required to be maintained pursuant to this Agreement during any redemption period.

SECTION 4.16 Access to Pledged Collateral, Books and Records; Other Information. Each Pledgor shall permit the Collateral Agent, its agents, accountants and attorneys to have full and free access to visit and inspect, as applicable, during normal business hours and such other reasonable times as may be requested by the Collateral Agent all of the Pledged Collateral and Mortgaged Property including, without limitation, all of the books, correspondence and records of such Pledgor relating thereto in accordance with the provisions of the Credit Agreement.

SECTION 4.17 Benefit to Guarantors. Each Guarantor will receive substantial benefit as a result of the execution, delivery and performance of the Credit Agreement and other documents evidencing the First Priority Secured Obligations.

ARTICLE V

CERTAIN PROVISIONS CONCERNING SECURITIES COLLATERAL

SECTION 5.1 Pledge of Additional Securities Collateral. Each Pledgor shall, promptly, but in any event within 3 Business Days, upon obtaining any Pledged Securities or Intercompany Notes of any person, accept the same in trust for the benefit of the Collateral Agent and forthwith deliver to the Collateral Agent a pledge amendment, duly executed by such Pledgor, in substantially the form of Exhibit 2 annexed hereto (each, a "Pledge Amendment"), and the certificates and other documents required under Section 3.1 and Section 3.2 in respect of the additional Pledged

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Securities or Intercompany Notes which are to be pledged pursuant to this Agreement, and confirming the attachment of the Liens hereby created on and in respect of such additional Pledged Securities or Intercompany Notes. Each Pledgor hereby authorizes the Collateral Agent to attach each Pledge Amendment to this Agreement and agrees that all Pledged Interests or Intercompany Notes listed on any Pledge Amendment delivered to the Collateral Agent shall for all purposes hereunder be considered Pledged Collateral.

SECTION 5.2 Voting Rights; Distributions; etc.

(i) So long as no Event of Default shall have occurred and be continuing:

(A) Each Pledgor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Securities Collateral or any part thereof for any purpose not inconsistent with the terms or purposes hereof, the Credit Agreement or any other document evidencing the First Priority Secured Obligations; *provided, however*, that no Pledgor shall in any event exercise such rights in any manner which may have a Collateral Material Adverse Effect.

(B) Each Pledgor shall be entitled to receive and retain, and to utilize free and clear of the Lien hereof, any and all Distributions, but only if and to the extent made in accordance with the provisions of the Credit Agreement; *provided, however*, that any and all such Distributions consisting of rights or interests in the form of certificated securities shall be forthwith delivered to the Collateral Agent to hold as Pledged Collateral and shall, if received by any Pledgor, be received in trust for the benefit of the Collateral Agent, be segregated from the other property or funds of such Pledgor and be forthwith delivered to the Collateral Agent as Pledged Collateral in the same form as so received (with any necessary endorsement).

(C) The Collateral Agent shall be deemed without further action or formality to have granted to each Pledgor all necessary consents relating to voting rights and shall, if necessary, upon written request of any Pledgor and at the sole cost and expense of the Pledgors, from time to time execute and deliver (or cause to be executed and delivered) to such Pledgor all such instruments as such Pledgor may reasonably request in order to permit such Pledgor to exercise the voting and other rights which it is entitled to exercise pursuant to Section 5.2(i)(A) hereof and to receive the Distributions which it is authorized to receive and retain pursuant to Section 5.2(i)(B) hereof.

(ii) Upon the occurrence and during the continuance of any Event of Default:

(A) All rights of each Pledgor to exercise the voting and other consensual rights it would otherwise be entitled to exercise pursuant to Section 5.2(i)(A) hereof without any action, other than, in the case of any Securities Collateral, or the giving of any notice shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall thereupon have the sole right to exercise such voting and other consensual rights.

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(B) All rights of each Pledgor to receive Distributions which it would otherwise be authorized to receive and retain pursuant to Section 5.2(i)(B) hereof shall cease and all such rights shall thereupon become vested in the Collateral Agent, which shall thereupon have the sole right to receive and hold as Pledged Collateral such Distributions.

(iii) Each Pledgor shall, at its sole cost and expense, from time to time execute and deliver to the Collateral Agent appropriate instruments as the Collateral Agent may request in order to permit the Collateral Agent to exercise the voting and other rights which it may be entitled to exercise pursuant to Section 5.2(ii)(A) hereof and to receive all Distributions which it may be entitled to receive under Section 5.2(ii)(B) hereof.

(iv) All Distributions which are received by any Pledgor contrary to the provisions of Section 5.2(ii)(B) hereof shall be received in trust for the benefit of the Collateral Agent, shall be segregated from other funds of such Pledgor and shall immediately be paid over to the Collateral Agent as Pledged Collateral in the same form as so received (with any necessary endorsement).

SECTION 5.3 Operative Agreements. Each Pledgor has delivered to the Collateral Agent true, correct and complete copies of the Operative Agreements. The Operative Agreements are in full force and effect, have not as of the date hereof been amended or modified except as disclosed to the Collateral Agent, and, as of the date hereof, there is no existing default by any party thereunder or any event which, with the giving of notice of passage of time or both, would constitute a material default by any party thereunder. Each Pledgor shall deliver to the Collateral Agent a copy of any notice of default given or received by it under any Operative Agreement within ten days after such Pledgor gives or receives such notice. No Pledgor will (i) terminate or agree to terminate any Operative Agreement or (ii) make any amendment or modification to any Operative Agreement which, in the case of either of the foregoing clauses (i) and (ii), would have a Collateral Material Adverse Effect including electing to treat any Pledged Interests of such Pledgor as a security under Section 8-103 of the UCC, without the consent of the Collateral Agent, not to be unreasonably withheld.

SECTION 5.4 Defaults, etc. As of the date hereof, such Pledgor is not in material default in the payment of any portion of any mandatory capital contribution, if any, required to be made under any agreement to which such Pledgor is a party relating to the Pledged Securities pledged by it, and such Pledgor is not as of the date hereof in material violation of any other provisions of any such agreement to which such Pledgor is a party, or otherwise in default or violation thereunder. No Securities Collateral pledged by such Pledgor is subject to any defense, offset or counterclaim, nor have any of the foregoing been asserted or alleged against such Pledgor by any person with respect thereto, and as of the date hereof, there are no certificates, instruments, documents or other writings (other than the Operative Agreements and certificates, if any, delivered to the Collateral Agent) which evidence any Pledged Securities of such Pledgor.

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SECTION 5.5 Certain Agreements of Pledgors As Issuers and Holders of Equity Interests.

(i) In the case of each Pledgor that is an issuer of Securities Collateral, such Pledgor agrees to be bound by the terms of this Agreement relating to the Securities Collateral issued by it and will comply with such terms insofar as such terms are applicable to it.

(ii) In the case of each Pledgor that is a partner in a partnership, limited liability company or other entity that is an issuer of Securities Collateral, such Pledgor hereby consents to the extent required by the applicable Operative Agreement to the pledge by each other Pledgor, pursuant to the terms hereof, of the Pledged Interests in such partnership, limited liability company or other entity and, upon the occurrence and during the continuance of an Event of Default, to the transfer of such Pledged Interests to the Collateral Agent or its nominee and to the substitution of the Collateral Agent or its nominee as a substituted partner or member in such partnership, limited liability company or other entity with all the rights, powers and duties of a general partner or a limited partner or member, as the case may be.

ARTICLE VI

CERTAIN PROVISIONS CONCERNING INTELLECTUAL PROPERTY COLLATERAL

SECTION 6.1 Grant of License. For the purpose of enabling the Collateral Agent, during the continuance of an Event of Default, to exercise rights and remedies under Article IX hereof at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Pledgor hereby grants to the Collateral Agent, to the extent assignable, and to the extent not resulting in a breach, violation or termination of any License or any Intellectual Property Collateral an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to such Pledgor) to use, assign, license or sublicense any of the Intellectual Property Collateral now owned or hereafter acquired by such Pledgor, wherever the same may be located, including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

SECTION 6.2 Registrations. Except pursuant to licenses and other user agreements entered into by any Pledgor in the ordinary course of business that are listed in Schedules 11(a) and 11(b) of the Perfection Certificate, on and as of the date hereof (i) each Pledgor owns and possesses the right to use, and has done nothing to authorize or enable any other person to use, any Copyright, Patent or Trademark listed in Schedules 11(a) and 11(b) of the Perfection Certificate, and (ii) all registrations listed in Schedules 11(a) and 11(b) of the Perfection Certificate are valid and in full force and effect.

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SECTION 6.3 No Violations or Proceedings. To each Pledgor's knowledge, on and as of the date hereof, (i) except as set forth in Schedule 6.3 annexed hereto, there is no material violation by others of any right of such Pledgor with respect to any Copyright, Patent or Trademark listed in Schedules 11(a) and 11(b) of the Perfection Certificate, respectively, pledged by it under the name of such Pledgor, (ii) such Pledgor is not infringing upon any Copyright, Patent or Trademark of any other person other than such infringement that, individually or in the aggregate, would not (or would not reasonably be expected to) result in a material adverse effect on the value or utility of the Intellectual Property Collateral or any portion thereof material to the use and operation of the Pledged Collateral or Mortgaged Property and (iii) no proceedings have been instituted or are pending against such Pledgor or, to such Pledgor's knowledge, threatened, and no claim against such Pledgor has been received by such Pledgor, alleging any such violation, except as may be set forth in Schedule 6.3.

SECTION 6.4 Protection of Collateral Agent's Security. On a continuing basis, each Pledgor shall, at its sole cost and expense, (i) promptly following its becoming aware thereof, notify the Collateral Agent of (A) any materially adverse determination in any proceeding in the United States Patent and Trademark Office or the United States Copyright Office with respect to any material Patent, Trademark or Copyright or (B) the institution of any proceeding or any adverse determination in any Federal, state or local court or administrative body regarding such Pledgor's claim of ownership in or right to use any of the Intellectual Property Collateral material to the use and operation of the Pledged Collateral or Mortgaged Property, its right to register such Intellectual Property Collateral or its right to keep and maintain such registration in full force and effect, (ii) maintain and protect the Intellectual Property Collateral material to the use and operation of the Pledged Collateral or Mortgaged Property as presently used and operated and as contemplated by the Credit Agreement, (iii) not permit to lapse or become abandoned any Intellectual Property Collateral material to the use and operation of the Pledged Collateral or Mortgaged Property as presently used and operated and as contemplated by the Credit Agreement, and not settle or compromise any pending or future litigation or administrative proceeding with respect to such Intellectual Property Collateral, in each case except as shall be consistent with commercially reasonable business judgment, (iv) upon such Pledgor obtaining knowledge thereof, promptly notify the Collateral Agent in writing of any event which may be reasonably expected to materially and adversely affect the value or utility of the Intellectual Property Collateral or any portion thereof material to the use and operation of the Pledged Collateral or Mortgaged Property, the ability of such Pledgor or the Collateral Agent to dispose of the Intellectual Property Collateral or any material portion thereof or the rights and remedies of the Collateral Agent in relation thereto including, without limitation, a levy or threat of levy or any legal process against the Intellectual Property Collateral or any portion thereof, (v) not license the Intellectual Property Collateral other than licenses entered into by such Pledgor in, or incidental to, the ordinary course of business, or amend or permit the amendment of any of the licenses in a manner that materially and adversely affects the right to receive payments thereunder, or in any manner that would materially impair the value of the Intellectual Property Collateral or the Lien on and security interest in the Intellectual Property Collateral intended to be granted to the Collateral Agent for the benefit of the Secured Parties, without the consent of the Collateral Agent, (vi) until the Collateral Agent exercises its rights to make collection, diligently keep adequate records respecting the Intellectual Property Collateral and (vii) furnish to the Collateral Agent from time to time upon the Collateral Agent's reasonable request

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therefor reasonably detailed statements and amended schedules further identifying and describing the Intellectual Property Collateral and such other materials evidencing or reports pertaining to the Intellectual Property Collateral as the Collateral Agent may from time to time request.

SECTION 6.5 After-Acquired Property. If any Pledgor shall, at any time before the First Priority Secured Obligations have been paid in full (other than contingent indemnification obligations which, pursuant to the provisions of the Credit Agreement or the Security Documents, survive the termination thereof), (i) obtain any rights to any additional Intellectual Property Collateral or (ii) become entitled to the benefit of any additional Intellectual Property Collateral or any renewal or extension thereof, including any reissue, division, continuation, or continuation-in-part of any Intellectual Property Collateral, or any improvement on any Intellectual Property Collateral, the provisions hereof shall automatically apply thereto and any such item enumerated in clause (i) or (ii) of this Section 6.5 with respect to such Pledgor shall automatically constitute Intellectual Property Collateral if such would have constituted Intellectual Property Collateral at the time of execution hereof and be subject to the Liens and security interests created by this Agreement without further action by any party. Each Pledgor shall promptly (i) provide to the Collateral Agent written notice of any of the foregoing and (ii) confirm the attachment of the Liens and security interests created by this Agreement to any rights described in clauses (i) and (ii) of the immediately preceding sentence of this Section 6.5 by execution of an instrument in form reasonably acceptable to the Collateral Agent.

SECTION 6.6 Modifications. Each Pledgor authorizes the Collateral Agent to modify this Agreement by amending Schedules 11(a) and 11(b) of the Perfection Certificate to include any Intellectual Property Collateral acquired or arising after the date hereof of such Pledgor including, without limitation, any of the items listed in Section 6.5 hereof.

SECTION 6.7 Litigation. Unless there shall occur and be continuing any Event of Default, each Pledgor shall have the right to commence and prosecute in its own name, as the party in interest, for its own benefit and at the sole cost and expense of the Pledgors, such applications for protection of the Intellectual Property Collateral and suits, proceedings or other actions to prevent the infringement, counterfeiting, unfair competition, dilution, diminution in value or other damage as are necessary to protect the Intellectual Property Collateral. Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent shall have the right but shall in no way be obligated to file applications for protection of the Intellectual Property Collateral and/or, bring suit in the name of any Pledgor, the Collateral Agent or the Secured Parties to enforce the Intellectual Property Collateral and any license thereunder. In the event of such suit, each Pledgor shall, at the reasonable request of the Collateral Agent, do any and all lawful acts and execute any and all documents reasonably requested by the Collateral Agent in aid of such enforcement and the Pledgors shall promptly reimburse and indemnify the Collateral Agent, as the case may be, for all costs and expenses incurred by the Collateral Agent in the exercise of its rights under this Section 6.7 in accordance with Section 12.3 and Section 12.4 hereof. In the event that the Collateral Agent shall elect not to bring suit to enforce the Intellectual Property Collateral, each Pledgor agrees, at the reasonable request of the Collateral Agent, to take all commercially reasonable actions necessary, whether by suit, proceeding or other action, to prevent the infringement, counterfeiting, unfair competition, dilution, diminution in value of

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or other damage to any of the Intellectual Property Collateral by others and for that purpose agrees to diligently maintain any suit, proceeding or other action against any person so infringing necessary to prevent such infringement.

ARTICLE VII

CERTAIN PROVISIONS CONCERNING ACCOUNTS

SECTION 7.1 Special Representations and Warranties. As of the time when each of its Accounts arises, each Pledgor shall be deemed to have represented and warranted that such Account and all records, papers and documents relating thereto (i) are genuine and correct and in all material respects what they purport to be, (ii) represent the legal, valid and binding obligation of the account debtor, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability, evidencing indebtedness unpaid, and (iii) are in all material respects in compliance and conform with all applicable Federal, state and local laws and applicable laws of any relevant foreign jurisdiction.

SECTION 7.2 Maintenance of Records. Each Pledgor shall keep and maintain at its own cost and expense in all material respects complete records of each Account, in a manner consistent with prudent business practice, including, without limitation, records of all payments received, all credits granted thereon, all merchandise returned and all other documentation relating thereto. Each Pledgor shall, at such Pledgor's sole cost and expense, upon the Collateral Agent's demand made at any time after the occurrence and during the continuance of any Event of Default, deliver all tangible evidence of Accounts, including, without limitation, all documents evidencing Accounts and any books and records relating thereto to the Collateral Agent or to its representatives (copies of which evidence and books and records may be retained by such Pledgor). Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent may transfer a full and complete copy of any Pledgor's books, records, credit information, reports, memoranda and all other writings relating to the Accounts to and for the use by any person that has acquired or is contemplating acquisition of an interest in the Accounts or the Collateral Agent's security interest therein without the consent of any Pledgor.

SECTION 7.3 Legend. Each Pledgor shall legend, at the request of the Collateral Agent made at any time after the occurrence of any Event of Default and in form and manner satisfactory to the Collateral Agent, the Accounts and the other books, records and documents of such Pledgor evidencing or pertaining to the Accounts with an appropriate reference to the fact that the Accounts have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

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SECTION 7.4 Modification of Terms, etc. No Pledgor shall rescind or cancel any indebtedness evidenced by any Account or modify any term thereof or make any adjustment with respect thereto except in the ordinary course of business consistent with prudent business practice, or extend or renew any such indebtedness except in the ordinary course of business consistent with prudent business practice or compromise or settle any dispute, claim, suit or legal proceeding relating thereto or sell any Account or interest therein except in the ordinary course of business consistent with prudent business practice without the prior written consent of the Collateral Agent. Each Pledgor shall timely fulfill in all material respects all obligations on its part to be fulfilled under or in connection with the Accounts.

SECTION 7.5 Collection. Each Pledgor shall use commercially reasonable efforts to cause to be collected from the account debtor of each of the Accounts, as and when due in the ordinary course of business consistent with prudent business practice (including, without limitation, Accounts that are delinquent, such Accounts to be collected in accordance with generally accepted commercial collection procedures), any and all amounts owing under or on account of such Account, and apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Account, except that any Pledgor may, with respect to an Account, allow in the ordinary course of business (i) a refund or credit due as a result of returned or damaged or defective merchandise and (ii) such extensions of time to pay amounts due in respect of Accounts and such other modifications of payment terms or settlements in respect of Accounts as shall be commercially reasonable in the circumstances, all in accordance with such Pledgor's ordinary course of business consistent with its collection practices as in effect from time to time. The costs and expenses (including, without limitation, attorneys' fees) of collection, in any case, whether incurred by any Pledgor, the Collateral Agent or any Secured Party, shall be paid by the Pledgors.

ARTICLE VIII

TRANSFERS AND OTHER LIENS

SECTION 8.1 Transfers of and other Liens on Pledged Collateral. No Pledgor shall (i) sell, convey, assign or otherwise dispose of, or grant any option with respect to, any of the Pledged Collateral pledged by it hereunder except as permitted by the Credit Agreement or (ii) create or permit to exist any Lien upon or with respect to any of the Pledged Collateral pledged by it hereunder other than in the case of Pledged Collateral (other than Securities Collateral) Permitted Collateral Liens.

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ARTICLE IX

REMEDIES

SECTION 9.1 Remedies. Upon the occurrence and during the continuance of any Event of Default the Collateral Agent may from time to time exercise in respect of the Pledged Collateral, in addition to the other rights and remedies provided for herein or otherwise available to it:

(i) Personally, or by agents or attorneys, immediately take possession of the Pledged Collateral or any part thereof, from any Pledgor or any other person who then has possession of any part thereof with or without notice or process of law, and for that purpose may enter upon any Pledgor's premises where any of the Pledged Collateral is located, remove such Pledged Collateral, remain present at such premises to receive copies of all communications and remittances relating to the Pledged Collateral and use in connection with such removal and possession any and all services, supplies, aids and other facilities of any Pledgor;

(ii) Demand, sue for, collect or receive any money or property at any time payable or receivable in respect of the Pledged Collateral including, without limitation, instructing the obligor or obligors on any agreement, instrument or other obligation constituting part of the Pledged Collateral to make any payment required by the terms of such agreement, instrument or other obligation directly to the Collateral Agent, and in connection with any of the foregoing, compromise, settle, extend the time for payment and make other modifications with respect thereto; *provided, however*, that in the event that any such payments are made directly to any Pledgor, prior to receipt by any such obligor of such instruction, such Pledgor shall segregate all amounts received pursuant thereto in trust for the benefit of the Collateral Agent and shall promptly (but in no event later than one Business Day after receipt thereof) pay such amounts to the Collateral Agent;

(iii) Sell, assign, grant a license to use or otherwise liquidate, or direct any Pledgor to sell, assign, grant a license to use or otherwise liquidate, any and all investments made in whole or in part with the Pledged Collateral or any part thereof, and take possession of the proceeds of any such sale, assignment, license or liquidation;

(iv) Take possession of the Pledged Collateral or any part thereof, by directing any Pledgor in writing to deliver the same to the Collateral Agent at any place or places so designated by the Collateral Agent, in which event such Pledgor shall at its own expense: (A) forthwith cause the same to be moved to the place or places designated by the Collateral Agent and there delivered to the Collateral Agent, (B) store and keep any Pledged Collateral so delivered to the Collateral Agent at such place or places pending further action by the Collateral Agent and (C) while the Pledged Collateral shall be so stored and kept, provide such security and maintenance services as shall be necessary to protect the same and to preserve

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and maintain them in good condition. Each Pledgor's obligation to deliver the Pledged Collateral as contemplated in this Section 9.1(iv) is of the essence hereof. Upon application to a court of equity having jurisdiction, the Collateral Agent shall be entitled to a decree requiring specific performance by any Pledgor of such obligation;

(v) Withdraw all moneys, instruments, securities and other property in any bank, financial securities, deposit or other account of any Pledgor constituting First Priority Pledged Collateral for application to the First Priority Secured Obligations as provided in Article X hereof;

(vi) Retain and apply the Distributions to the First Priority Secured Obligations as provided in Article XI hereof;

(vii) Exercise any and all rights as beneficial and legal owner of the Pledged Collateral, including, without limitation, perfecting assignment of and exercising any and all voting, consensual and other rights and powers with respect to any Pledged Collateral; and

(viii) All the rights and remedies of a secured party on default under the UCC, and the Collateral Agent may also in its sole discretion, without notice except as specified in Section 9.2 hereof, sell, assign or grant a license to use the Pledged Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable. The Collateral Agent or any other First Priority Secured Party or any of their respective Affiliates may be the purchaser, licensee, assignee or recipient of any or all of the Pledged Collateral at any such sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Pledged Collateral sold, assigned or licensed at such sale, to use and apply any of the Secured Obligations owed to such person as a credit on account of the purchase price of any Pledged Collateral payable by such person at such sale. Each purchaser, assignee, licensee or recipient at any such sale shall acquire the property sold, assigned or licensed absolutely free from any claim or right on the part of any Pledgor, and each Pledgor hereby waives, to the fullest extent permitted by law, all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. The Collateral Agent shall not be obligated to make any sale of Pledged Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Pledgor hereby waives, to the fullest extent permitted by law, any claims against the Collateral Agent arising by reason of the fact that the price at which any Pledged Collateral may have been sold, assigned or licensed at such a private sale was less than the price which might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Pledged Collateral to more than one offeree.

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(ix) The Collateral Agent shall be entitled forthwith as a matter of right, concurrently or independently of any other right or remedy hereunder either before or after declaring the First Priority Secured Obligations or any part thereof to be due and payable, to the appointment of a receiver without giving notice to any party and without regard to the adequacy or inadequacy of any security for the First Priority Secured Obligations or the solvency or insolvency of any person or entity then legally or equitably liable for the First Priority Secured Obligations or any portion thereof. The Pledgors hereby consent to the appointment of such receiver. Notwithstanding the appointment of any receiver, the Collateral Agent shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by or payable or deliverable under the terms of this Agreement, the Credit Agreement or any other Credit Document.

SECTION 9.2 Notice of Sale. Each Pledgor acknowledges and agrees that, to the extent notice of sale or other disposition of Pledged Collateral shall be required by law, 10 days' prior notice to such Pledgor of the time and place of any public sale or of the time after which any private sale or other intended disposition is to take place shall be commercially reasonable notification of such matters. No notification need be given to any Pledgor if it has signed, after the occurrence of an Event of Default, a statement renouncing or modifying any right to notification of sale or other intended disposition.

SECTION 9.3 Waiver of Notice and Claims. Each Pledgor hereby waives, to the fullest extent permitted by applicable law, notice or judicial hearing in connection with the Collateral Agent's taking possession or the Collateral Agent's disposition of any of the Pledged Collateral, including, without limitation, any and all prior notice and hearing for any prejudgment remedy or remedies and any such right which such Pledgor would otherwise have under law, and each Pledgor hereby further waives, to the fullest extent permitted by applicable law: (i) all damages occasioned by such taking of possession, (ii) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Collateral Agent's rights hereunder and (iii) all rights of redemption, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any applicable law. The Collateral Agent shall not be liable for any incorrect or improper payment made pursuant to this Article IX in the absence of gross negligence or willful misconduct. Any sale of, or the grant of options to purchase, or any other realization upon, any Pledged Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of the applicable Pledgor therein and thereto, and shall be a perpetual bar both at law and in equity against such Pledgor and against any and all persons claiming or attempting to claim the Pledged Collateral so sold, optioned or realized upon, or any part thereof, from, through or under such Pledgor.

SECTION 9.4 Certain Sales of Pledged Collateral.

(i) Each Pledgor recognizes that, by reason of certain prohibitions contained in law, rules, regulations or orders of any Governmental Authority, the Collateral Agent may be compelled, with respect to any sale of all or any part of the Pledged Collateral, to limit purchasers to those who meet the requirements of such Governmental Authority. Each Pledgor acknowledges that any

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such sales may be at prices and on terms less favorable to the Collateral Agent than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agrees that any such restricted sale shall be deemed to have been made in a commercially reasonable manner and that, except as may be required by applicable law, the Collateral Agent shall have no obligation to engage in public sales.

(ii) Each Pledgor recognizes that, by reason of certain prohibitions contained in the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws, the Collateral Agent may be compelled, with respect to any sale of all or any part of the Securities Collateral, to limit purchasers to persons who will agree, among other things, to acquire such Securities Collateral for their own account, for investment and not with a view to the distribution or resale thereof. Each Pledgor acknowledges that any such private sales may be at prices and on terms less favorable to the Collateral Agent than those obtainable through a public sale without such restrictions (including, without limitation, a public offering made pursuant to a registration statement under the Securities Act), and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Collateral Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Securities Collateral for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would agree to do so.

(iii) Notwithstanding the foregoing, each Pledgor shall, upon the occurrence and during the continuance of any Event of Default, at the reasonable request of the Collateral Agent, for the benefit of the Collateral Agent, cause any registration, qualification under or compliance with any Federal or state securities law or laws to be effected with respect to all or any part of the Securities Collateral as soon as practicable and at the sole cost and expense of the Pledgors. Each Pledgor will use its commercially reasonable efforts to cause such registration to be effected (and be kept effective) and will use its commercially reasonable efforts to cause such qualification and compliance to be effected (and be kept effective) as may be so requested and as would permit or facilitate the sale and distribution of such Securities Collateral including, without limitation, registration under the Securities Act (or any similar statute then in effect), appropriate qualifications under applicable blue sky or other state securities laws and appropriate compliance with all other requirements of any Governmental Authority. Each Pledgor shall use its commercially reasonable efforts to cause the Collateral Agent to be kept advised in writing as to the progress of each such registration, qualification or compliance and as to the completion thereof, shall furnish to the Collateral Agent such number of prospectuses, offering circulars or other documents incident thereto as the Collateral Agent from time to time may reasonably request, and shall indemnify and shall cause the issuer of the Securities Collateral to indemnify the Collateral Agent and all others participating in the distribution of such Securities Collateral against all claims, losses, damages and liabilities caused by any untrue statement (or alleged untrue statement) of a material fact contained therein (or in any related registration statement, notification or the like) or by any omission (or alleged omission) to state therein (or in any related registration statement, notification or the like) a material fact required to be stated therein or necessary to make the statements therein not misleading.

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(iv) If the Collateral Agent determines to exercise its right to sell any or all of the Securities Collateral, upon written request, the applicable Pledgor shall from time to time furnish to the Collateral Agent all such information as the Collateral Agent may request in order to determine the number of securities included in the Securities Collateral which may be sold by the Collateral Agent as exempt transactions under the Securities Act and the rules of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

SECTION 9.5 No Waiver; Cumulative Remedies.

(i) No failure on the part of the Collateral Agent to exercise, no course of dealing with respect to, and no delay on the part of the Collateral Agent in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy; nor shall the Collateral Agent be required to look first to, enforce or exhaust any other security, collateral or guaranties. The remedies herein provided are cumulative and are not exclusive of any remedies provided by law.

(ii) In the event that the Collateral Agent shall have instituted any proceeding to enforce any right, power or remedy under this Agreement by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Collateral Agent, then and in every such case, the Pledgors, the Collateral Agent and each other Secured Party shall be restored to their respective former positions and rights hereunder with respect to the Pledged Collateral, and all rights, remedies and powers of the Collateral Agent and the other Secured Parties shall continue as if no such proceeding had been instituted.

SECTION 9.6 Certain Additional Actions Regarding Intellectual Property. If any Event of Default shall have occurred and be continuing, upon the written demand of the Collateral Agent, each Pledgor shall execute and deliver to the Collateral Agent an assignment or assignments of the registered Patents, Trademarks and/or Copyrights and such other documents as are necessary or appropriate to carry out the intent and purposes hereof. Within five Business Days of written notice thereafter from the Collateral Agent, each Pledgor shall make available to the Collateral Agent, to the extent within such Pledgor's power and authority, such personnel in such Pledgor's employ on the date of the Event of Default as the Collateral Agent may reasonably designate to permit such Pledgor to continue, directly or indirectly, to produce, advertise and sell the products and services sold by such Pledgor under the registered Patents, Trademarks and/or Copyrights, and such persons shall be available to perform their prior functions on the Collateral Agent's behalf.

SECTION 9.7 Special Gaming Requirements. Notwithstanding anything to the contrary contained herein or in any of the other Credit Documents, the Collateral Agent acknowledges and agrees that, as long as any applicable Pledgor is licensed by any Gaming Authorities during the term of this Agreement:

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(i) the pledge of the Pledged Securities by any applicable Pledgor, and any restrictions on the transfer of and agreements not to encumber the Pledged Securities or other equity securities of such Pledgor, will require approval by the Gaming Authorities in order to remain in full force and effect, and such approval may require amendment of this Agreement to include additional references to regulatory requirements;

(ii) any foreclosure or transfer of the possessory security interest in the Pledged Securities (except back to such Pledgor), and before any other resort to the Pledged Securities or other enforcement of the security interests in the Pledged Securities, shall require the prior approval of the Gaming Authorities and the licensing of the Collateral Agent, unless such licensing requirement is waived by the Gaming Authorities upon application of the Collateral Agent;

(iii) the exercise by the Collateral Agent of any of its remedies set forth in Article IX of this Agreement with respect to any Pledged Securities, and of any of the voting and consensual rights afforded the Collateral Agent thereunder, upon the occurrence and during the continuance of an Event of Default, shall require the prior approval of the Gaming Authorities, including, without limitation, any separate prior approvals required in connection with the sale, transfer or other disposition if the Pledged Securities; and

(iv) the Collateral Agent shall be required to maintain the Pledged Securities at all times at a location required by the applicable Gaming Authority, and shall make the certificate(s) or instrument(s) representing or evidencing the Pledged Securities available for inspection by agents or employees of such Gaming Authority immediately upon request during normal business hours.

Notwithstanding anything to the contrary contained herein or in any of the other Credit Documents, the Collateral Agent expressly acknowledges and agrees that its exercise of its rights and remedies hereunder is subject, in all events, to the mandatory provisions of all federal, state and local laws, rules and regulations relating to gaming at or from any of the properties of any applicable Pledgor.

Notwithstanding anything to the contrary contained herein or in any of the other Credit Documents, the Collateral Agent expressly acknowledges and agrees that in no event shall the Collateral Agent's exercise of its rights and remedies hereunder result in the Collateral Agent (or any other person) obtaining an ownership interest, directly or indirectly, in any gaming license of any Pledgor, unless any necessary Gaming Approvals have been obtained.

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ARTICLE X

COLLATERAL ACCOUNT

SECTION 10.1 Establishment of Collateral Account. (a) The Collateral Agent is hereby authorized to establish and maintain at its office at 383 Madison Avenue, New York, New York 10179, in the name of the Collateral Agent, and pursuant to a Control Agreement (to the extent requested), a restricted deposit account designated "Penn National Gaming, Inc. Collateral Account". Each Pledgor shall, to the extent contemplated by this Agreement, the Credit Agreement or in any other Credit Document, deposit into the Collateral Account from time to time (A) the net proceeds of any of the Pledged Collateral or any Mortgaged Property including pursuant to any disposition thereof to the extent required by Section 2.10(iv) of the Credit Agreement, (B) the net proceeds of any Casualty Event or loss of title with respect to Pledged Collateral or Mortgaged Property to the extent required by Section 2.10(i) of the Credit Agreement, (C) any cash in respect of any Pledged Collateral to which the Collateral Agent is entitled pursuant to any Credit Documents, and (D) any amounts such Pledgor is required to pledge as additional collateral security pursuant to any Credit Documents.

(b) The balance from time to time in the Collateral Account shall constitute part of the Pledged Collateral and shall not constitute payment of the First Priority Secured Obligations until applied as hereinafter provided. So long as no Event of Default has occurred and is continuing or will result therefrom and to the extent Pledgor is not required to repay debt under the Credit Agreement or any other Credit Documents, the Collateral Agent shall within three (3) Business Days of receiving a request of the applicable Pledgor for release of cash proceeds on deposit in the Collateral Account constituting (A) the net proceeds of any of the Pledged Collateral, including pursuant to any disposition thereof and (B) the net proceeds of any Casualty Event with respect to Pledged Collateral, remit such cash proceeds on deposit in the Collateral Account to or upon the order of such Pledgor, so long as such Pledgor has satisfied the conditions relating thereto set forth in Section 10.2 hereof. At any time following the occurrence and during the continuance of an Event of Default, the Collateral Agent may in its sole discretion apply or cause to be applied (subject to collection) the balance from time to time outstanding in the Collateral Account to the payment of the First Priority Secured Obligations in the manner specified in the Credit Agreement.

(c) Amounts on deposit in the Collateral Account shall be invested from time to time in Cash Equivalents as the applicable Pledgor (or, after the occurrence and during the continuance of an Event of Default, the Collateral Agent) shall determine, which Cash Equivalents shall be held in the name and be under the control of the Collateral Agent (or any sub-agent); *provided*, that at any time after the occurrence and during the continuance of an Event of Default, the Collateral Agent may in its sole discretion at any time and from time to time elect to liquidate Cash Equivalents and to apply or cause to be applied the proceeds thereof to the payment of the First Priority Secured Obligations in the manner specified in the Credit Agreement.

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SECTION 10.2 Proceeds of Casualty Events and Collateral Dispositions. The Pledgors shall take the actions required by the Credit Agreement with respect to any Net Available Proceeds of any Casualty Event or from the sale or disposition of any Pledged Collateral.

SECTION 10.3 Cover for Letter of Credit Liabilities. Amounts deposited into the Collateral Account as cover for liabilities in respect of Letters of Credit under the Credit Agreement pursuant to Section 2.10(d) thereof shall be held by the Collateral Agent in a separate sub-account designated as the "L/C Sub-Account" (the "L/C Sub-Account") and, notwithstanding any other provision hereof to the contrary, all amounts held in the L/C Sub-Account shall constitute collateral security first for the liabilities in respect of Letters of Credit outstanding from time to time and second as collateral security for the other First Priority Secured Obligations hereunder until such time as all Letters of Credit shall have been terminated and all of the liabilities in respect of Letters of Credit have been paid in full.

ARTICLE XI

APPLICATION OF PROCEEDS

The proceeds received by the Collateral Agent in respect of any sale of, collection from or other realization upon all or any part of the Pledged Collateral pursuant to the exercise by the Collateral Agent of its remedies as a secured creditor as provided in Article IX hereof shall be applied, together with any other sums then held by the Collateral Agent in the following manner:

FIRST: to pay the costs and expenses incurred by the Collateral Agent in enforcing its remedies under this Agreement;

SECOND: to pay the costs and expenses of the sale and of any receiver of the Pledged Collateral or any part thereof appointed pursuant to Section 9.1(ix);

THIRD: without duplication of the amounts applied pursuant to clauses FIRST and SECOND above, to the indefeasible payment in full in cash of the First Priority Secured Obligations (other than the obligations arising under the First Priority Swap Contracts) in accordance with the terms of Section 2.10(b) of the Credit Agreement;

FOURTH: without duplication of the amounts applied pursuant to clauses FIRST, SECOND and THIRD above, to the indefeasible payment in full in cash pro rata of the obligations arising under the First Priority Swap Contracts in accordance with the terms of the First Priority Swap Contracts; and

FIFTH: the balance, if any, to the person lawfully entitled thereto (including the Pledgors or their successors or assigns).

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ARTICLE XII

MISCELLANEOUS

SECTION 12.1 Concerning Collateral Agent.

(i) The Collateral Agent has been appointed as collateral agent pursuant to the Credit Agreement. The actions of the Collateral Agent hereunder are subject to the provisions of the Credit Agreement. The Collateral Agent shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking action (including, without limitation, the release or substitution of the Pledged Collateral), in accordance with this Agreement and the Credit Agreement. The Collateral Agent may employ agents and attorneys-in-fact in connection herewith and shall not be liable for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith. The Collateral Agent may resign and a successor Collateral Agent may be appointed in the manner provided in the Credit Agreement. Upon the acceptance of any appointment as the Collateral Agent by a successor Collateral Agent, that successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent under this Agreement, and the retiring Collateral Agent shall thereupon be discharged from its duties and obligations under this Agreement. After any retiring Collateral Agent's resignation, the provisions hereof shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was the Collateral Agent.

(ii) The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Pledged Collateral in its possession if such Pledged Collateral is accorded treatment substantially equivalent to that which the Collateral Agent, in its individual capacity, accords its own property consisting of similar instruments or interests, it being understood that neither the Collateral Agent nor any of the Secured Parties shall have responsibility for (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Securities Collateral, whether or not the Collateral Agent or any other Secured Party has or is deemed to have knowledge of such matters, or (ii) taking any necessary steps to preserve rights against any person with respect to any Pledged Collateral.

(iii) The Collateral Agent shall be entitled to rely upon any written notice, statement, certificate, order or other document or any telephone message believed by it to be genuine and correct and to have been signed, sent or made by the proper person, and, with respect to all matters pertaining to this Agreement and its duties hereunder, upon advice of counsel selected by it.

(iv) If any item of Pledged Collateral also constitutes collateral granted to Collateral Agent under any other deed of trust, mortgage, security agreement, pledge or instrument of any type, in the event of any conflict between the provisions hereof and the provisions of such other deed of trust, mortgage, security agreement, pledge or instrument of any type in respect of such collateral, the Collateral Agent, in its sole discretion, shall select which provision or provisions shall control.

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SECTION 12.2 Collateral Agent May Perform; Collateral Agent Appointed Attorney-in-Fact. If any Pledgor shall fail to perform any covenants contained in this Agreement after notice from the Collateral Agent (including, without limitation, such Pledgor's covenants to (i) pay the premiums in respect of all required insurance policies hereunder, (ii) pay Charges, (iii) make repairs, (iv) discharge Liens or (v) pay or perform any obligations of such Pledgor under any Pledged Collateral) or if any warranty on the part of any Pledgor contained herein shall be breached and, in each case, such failure constitutes an Event of Default, the Collateral Agent may reasonably (but shall not be obligated to) do the same or cause it to be done or remedy any such breach, and may expend funds for such purpose; *provided, however*, that that Collateral Agent shall in no event be bound to inquire into the validity of any tax, lien, imposition or other obligation which such Pledgor fails to pay or perform as and when required hereby and which such Pledgor does not contest in accordance with the provision of Section 4.16 hereof. Any and all reasonable amounts so expended by the Collateral Agent shall be paid by the Pledgors in accordance with the provisions of Section 12.3 hereof. Neither the provisions of this Section 12.2 nor any action taken by the Collateral Agent pursuant to the provisions of this Section 12.2 shall prevent any such failure to observe any covenant contained in this Agreement nor any breach of warranty from constituting an Event of Default. Each Pledgor hereby appoints the Collateral Agent its attorney-in-fact (to the extent such action is permitted by any applicable law), effective upon the occurrence of and during the continuance of an Event of Default, with full authority in the place and stead of such Pledgor and in the name of such Pledgor, or otherwise, from time to time in the Collateral Agent's reasonable discretion to take any action and to execute any instrument consistent with the terms of the Credit Agreement and the other Security Documents which the Collateral Agent may reasonably deem necessary or advisable to accomplish the purposes hereof in accordance with the terms hereof. The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term hereof. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The foregoing power of attorney described in this Section 12.2 shall terminate upon payment in full of all Secured Obligations (or the collateralization thereof in a manner reasonably satisfactory to the Collateral Agent) and the termination of the Credit Agreement.

SECTION 12.3 Expenses. Each Pledgor will upon demand pay to the Collateral Agent the amount of any and all reasonable out-of-pocket costs and expenses, including the reasonable fees and expenses of its counsel and the reasonable fees and expenses of any experts and agents which the Collateral Agent may incur in connection with (i) any action, suit or other proceeding affecting the Pledged Collateral or any part thereof commenced, in which action, suit or proceeding the Collateral Agent is made a party or participates or in which the right to use the Pledged Collateral or any part thereof is threatened, or in which it becomes necessary in the judgment of the Collateral Agent to defend or uphold the Lien hereof (including, without limitation, any action, suit or proceeding to establish or uphold the compliance of the Pledged Collateral with any requirements of any Governmental Authority or law), (ii) the collection of the First Priority Secured Obligations, (iii) the administration hereof, (iv) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Pledged Collateral, (v) following the occurrence and during the continuance of an Event of Default, the exercise or enforcement of any of the rights of the Collateral Agent or any Secured Party hereunder or (vi) the failure by any Pledgor to perform or observe any of the provisions

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hereof (to the extent reimbursable pursuant to the terms of Section 12.2 of this Agreement). All amounts expended by the Collateral Agent and payable by any Pledgor under this Section 12.3 shall be due upon demand therefor (together with interest thereon accruing at the highest rate then in effect under the Credit Agreement during the period from and including the date on which such funds were so expended to the date of repayment) and shall be part of the Secured Obligations. Each Pledgor's obligations under this Section 12.3 shall survive the termination hereof and the discharge of such Pledgor's other obligations under this Agreement, the Credit Agreement, any Swap Contract and the other Security Documents.

SECTION 12.4 Indemnity.

(i) Indemnity. Each Pledgor agrees to indemnify, pay and hold harmless the Collateral Agent and each of the other Secured Parties and the officers, directors, employees, agents and Affiliates of the Collateral Agent and each of the other Secured Parties (collectively, the "Indemnitees") from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs (including, without limitation, settlement costs), expenses or disbursements of any kind or nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding, commenced or threatened, whether or not such Indemnitee shall be designated a party thereto) which may be imposed on, incurred by, or asserted against that Indemnitee, in any manner relating to or arising out of this Agreement, the Credit Agreement, any Swap Contract, any other Security Document or any other document evidencing the First Priority Secured Obligations (including, without limitation, any misrepresentation by any Pledgor in this Agreement, the Credit Agreement, other Security Document or any other document evidencing the First Priority Secured Obligations) (the "Indemnified Liabilities"); *provided, however*, that no Pledgor shall have any obligation to an Indemnitee hereunder with respect to Indemnified Liabilities arising from the gross negligence or willful misconduct of that Indemnitee. To the extent that the undertaking to indemnify, pay and hold harmless set forth in the preceding sentence may be unenforceable because it is violative of any law or public policy, each Pledgor shall contribute the maximum portion which it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all Indemnified Liabilities incurred by the Indemnitees or any of them.

(ii) Survival. The obligations of the Pledgors contained in this Article XII shall survive the termination hereof and the discharge of the Pledgors' other obligations under this Agreement, the Credit Agreement, any Swap Contract and the other Security Documents.

(iii) Reimbursement. Any amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement shall constitute First Priority Secured Obligations secured by the Pledged Collateral.

SECTION 12.5 Continuing Security Interest; Assignment. This Agreement shall create a continuing security interest in the Pledged Collateral and shall (i) be binding upon the Pledgors, their respective successors and assigns and (ii) inure, together with the rights and remedies of the Col-

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lateral Agent hereunder, to the benefit of the Collateral Agent and the other Secured Parties and each of their respective successors, transferees and assigns. No other persons (including, without limitation, any other creditor of any Pledgor) shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause (ii), any Secured Party may assign or otherwise transfer any indebtedness held by it secured by this Agreement to any other person, and such other person shall thereupon become vested with all the benefits in respect thereof granted to such Secured Party, herein or otherwise, subject however, to the provisions of the Credit Agreement and any applicable Swap Contract. Each Lender is subject to replacement in accordance with Section 2.11(b) of the Credit Agreement.

SECTION 12.6 Termination; Release. The Pledged Collateral shall be released from the Lien of this Agreement and the Liens of this Agreement shall terminate in accordance with the provisions of the Credit Agreement. Upon termination hereof or any release of Pledged Collateral in accordance with the provisions of the Credit Agreement, the Collateral Agent shall, upon the request and at the sole cost and expense of the Pledgors, assign, transfer and deliver to such Pledgors, against receipt and without recourse to or warranty by the Collateral Agent, such of the Pledged Collateral to be released (in the case of a release) as may be in possession of the Collateral Agent and as shall not have been sold or otherwise applied pursuant to the terms hereof, and, with respect to any other Pledged Collateral, proper documents and instruments (including UCC-3 termination statements or releases) acknowledging the termination hereof or the release of such Pledged Collateral, as the case may be.

SECTION 12.7 Modification in Writing. No amendment, modification, supplement, termination or waiver of or to any provision hereof, nor consent to any departure by any Pledgor therefrom, shall be effective unless the same shall be made in accordance with the terms of the Credit Agreement and unless in writing and signed by the Collateral Agent and, in the case of any amendment, modification or supplement, the Pledgors. Any amendment, modification or supplement of or to any provision hereof, any waiver of any provision hereof and any consent to any departure by any Pledgor from the terms of any provision hereof shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement or any other document evidencing the First Priority Secured Obligations, no notice to or demand on any Pledgor in any case shall entitle any Pledgor to any other or further notice or demand in similar or other circumstances.

SECTION 12.8 Notices. Unless otherwise provided herein or in the Credit Agreement, any notice or other communication herein required or permitted to be given shall be given in the manner and become effective as set forth in the Credit Agreement, as to any Pledgor, addressed to it at the address of Borrower set forth in the Credit Agreement and as to the Collateral Agent, addressed to it at the address set forth in the Credit Agreement, or in each case at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section 12.8.

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SECTION 12.9 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 12.10 CONSENT TO JURISDICTION AND SERVICE OF PROCESS; WAIVER OF JURY TRIAL. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY PLEDGOR WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, THE COURTS OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK AND APPELLATE COURTS OF ANY THEREOF, AND BY EXECUTION AND DELIVERY HEREOF, EACH PLEDGOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. EACH PLEDGOR AGREES THAT SERVICE OF PROCESS IN ANY PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO BORROWER AT ITS RESPECTIVE ADDRESS SET FORTH IN THE CREDIT AGREEMENT OR AT SUCH OTHER ADDRESS OF WHICH THE COLLATERAL AGENT SHALL HAVE BEEN NOTIFIED PURSUANT THERETO. IF ANY AGENT APPOINTED BY ANY PLEDGOR REFUSES TO ACCEPT SERVICE, SUCH PLEDGOR HEREBY AGREES THAT SERVICE UPON IT BY MAIL SHALL CONSTITUTE SUFFICIENT NOTICE. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF THE COLLATERAL AGENT TO BRING PROCEEDINGS AGAINST ANY PLEDGOR IN THE COURTS OF ANY OTHER JURISDICTION. THE PLEDGORS AND THE COLLATERAL AGENT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 12.11 Severability of Provisions. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 12.12 Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

SECTION 12.13 Business Days. In the event any time period or any date provided in this Agreement ends or falls on a day other than a Business Day, then such time period shall be deemed to end and such date shall be deemed to fall on the next succeeding Business Day, and per-

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formance herein may be made on such Business Day, with the same force and effect as if made on such other day.

SECTION 12.14 No Credit for Payment of Taxes or Imposition. Such Pledgor shall not be entitled to any credit against the principal, premium, if any, or interest payable under the Credit Agreement, and such Pledgor shall not be entitled to any credit against any other sums which may become payable under the terms thereof or hereof, by reason of the payment of any Tax on the Pledged Collateral or any part thereof.

SECTION 12.15 No Claims Against Collateral Agent. Nothing contained in this Agreement shall constitute any consent or request by the Collateral Agent, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Pledged Collateral or any part thereof, nor as giving any Pledgor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against the Collateral Agent in respect thereof or any claim that any Lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the Liens hereof.

SECTION 12.16 Obligations Absolute. All obligations of each Pledgor hereunder shall be absolute and unconditional irrespective of:

(i) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of any Pledgor;

(ii) any lack of validity or enforceability of the Credit Agreement, any Swap Contract, any Letter of Credit or any other Security Document, or any other agreement or instrument relating thereto;

(iii) any change in the time, manner or place of payment of, or in any other term of, all or any of the First Priority Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any Swap Contract, any Letter of Credit or any other Security Document, or any other agreement or instrument relating thereto;

(iv) any pledge, exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the First Priority Secured Obligations;

(v) any exercise, non-exercise or waiver of any right, remedy, power or privilege under or in respect hereof, the Credit Agreement or any other Security Document except as specifically set forth in a waiver granted pursuant to the provisions of Section 12.7 hereof; or

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(vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, any Pledgor (other than payment or other satisfaction of the First Priority Secured Obligations).

SECTION 12.17 Application of Gaming Laws. Notwithstanding anything to the contrary contained herein, the terms and provisions of this Agreement, including, but not limited to all rights and remedies of the Collateral Agent and the other Secured Parties and powers of attorney and appointment, are expressly subject to all Gaming Laws, which may include, but not be limited to, the necessity for the Collateral Agent and the other Secured Parties to obtain the prior approval of the applicable Gaming Authorities before taking any action hereunder and to be licensed by such Gaming Authorities before exercising any rights and remedies hereunder.

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

PENN NATIONAL GAMING, INC.

By: _____
Name: Robert S. Ippolito
Title: Treasurer

SUBSIDIARY GUARANTORS:

BSL, INC.

By: _____
Name: Robert S. Ippolito
Title: Treasurer

BTN, INC.

By: _____
Name: Robert S. Ippolito
Title: Treasurer

BACKSIDE, INC.

By: _____
Name: Robert S. Ippolito
Title: Assistant Secretary

CHC CASINOS CORP.

By: _____
Name: Robert S. Ippolito
Title: Treasurer

CRC HOLDINGS, INC.

By: _____
Name: Robert S. Ippolito
Title: Treasurer

TRADEMARK
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THE DOWNS RACING, INC.

By: _____
Name: Robert S. Ippolito
Title: Treasurer

EBETUSA.COM, INC.

By: _____
Name: Robert S. Ippolito
Title: Treasurer

LOUISIANA CASINO CRUISES, INC.

By: _____
Name: Robert S. Ippolito
Title: Treasurer

MILL CREEK LAND, INC.

By: _____
Name: Robert S. Ippolito
Title: Treasurer

MOUNTAINVIEW THOROUGHBRED RACING ASSOCIATION

By: _____
Name: Robert S. Ippolito
Title: Treasurer

NORTHEAST CONCESSIONS, INC.

By: _____
Name: Robert S. Ippolito
Title: Treasurer

TRADEMARK
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PNGI CHARLES TOWN GAMING LIMITED LIABILITY COMPANY

By: Penn National Gaming of West Virginia, Inc., Its Managing Member

By: _____
Name: Robert S. Ippolito
Title: Treasurer

PNGI CHARLES TOWN FOOD & BEVERAGE LIMITED LIABILITY COMPANY

By: _____
Name: Richard Moore
Title: Manager

PNGI POCONO, INC.

By: _____
Name: Robert S. Ippolito
Title: Treasurer

PENN BULLPEN, INC.

By: _____
Name: Robert S. Ippolito
Title: Treasurer

PENN BULLWHACKERS, INC.

By: _____
Name: Robert S. Ippolito
Title: Treasurer

PENN MILLSITE, INC.

By: _____
Name: Robert S. Ippolito
Title: Treasurer

TRADEMARK
REEL: 002781 FRAME: 0600

PNGI CHARLES TOWN GAMING LIMITED LIABILITY COMPANY

By: Penn National Gaming of West Virginia, Inc., Its Managing Member

By: _____
Name: Robert S. Ippolito
Title: Treasurer

PNGI CHARLES TOWN FOOD & BEVERAGE LIMITED LIABILITY COMPANY

By: Richard Moore
Name: Richard Moore
Title: Manager

PNGI POCONO, INC.

By: _____
Name: Robert S. Ippolito
Title: Treasurer

PENN BULLPEN, INC.

By: _____
Name: Robert S. Ippolito
Title: Treasurer

PENN BULLWHACKERS, INC.

By: _____
Name: Robert S. Ippolito
Title: Treasurer

PENN MILLSITE, INC.

By: _____
Name: Robert S. Ippolito
Title: Treasurer

TRADEMARK
REEL: 002781 FRAME: 0601

PENN NATIONAL GAMING OF WEST VIRGINIA, INC.

By: _____
Name: Robert S. Ippolito
Title: Treasurer

PENN NATIONAL GSFR, INC.

By: _____
Name: Robert S. Ippolito
Title: Treasurer

PENN NATIONAL HOLDING COMPANY

By: _____
Name: Robert S. Ippolito
Title: Treasurer

PENN NATIONAL SPEEDWAY, INC.

By: _____
Name: Robert S. Ippolito
Title: Secretary

PENN SILVER HAWK, INC.

By: _____
Name: Robert S. Ippolito
Title: Treasurer

PENNSYLVANIA NATIONAL TURF CLUB, INC.

By: _____
Name: Robert S. Ippolito
Title: Treasurer

TRADEMARK
REEL: 002781 FRAME: 0602

STERLING AVIATION, INC.

By: _____
Name: Robert S. Ippolito
Title: Treasurer

W-B DOWNS, INC.

By: _____
Name: William J. Clifford
Title: President

WILKES BARRE DOWNS, INC.

By: _____
Name: William J. Clifford
Title: President

HOLLYWOOD CASINO CORPORATION

By: _____
Name: Robert S. Ippolito
Title: Treasurer

HOLLYWOOD MANAGEMENT, INC.

By: _____
Name: Robert S. Ippolito
Title: Treasurer

HWCC-TUNICA, INC.

By: _____
Name: Robert S. Ippolito
Title: Treasurer

TRADEMARK
REEL: 002781 FRAME: 0603

STERLING AVIATION, INC.

By:_____
Name: Robert S. Ippolito
Title: Treasurer

W-B DOWNS, INC.

By:_____
Name: William J. Clifford
Title: President

WILKES BARRE DOWNS, INC.

By:_____
Name: William J. Clifford
Title: President

HOLLYWOOD CASINO CORPORATION

By:_____
Name: Robert S. Ippolito
Title: Treasurer

HOLLYWOOD MANAGEMENT, INC.

By:_____
Name: Robert S. Ippolito
Title: Treasurer

HWCC–TUNICA, INC.

By:_____
Name: Robert S. Ippolito
Title: Treasurer

TRADEMARK
REEL: 002781 FRAME: 0604

HOLLYWOOD CASINO-AURORA, INC.

By:_____
Name: Kevin G. DeSanctis
Title: President

HWCC-TRANSPORTATION, INC.

By:_____
Name: Robert S. Ippolito
Title: Treasurer

HWCC DEVELOPMENT, INC.

By:_____
Name: Robert S. Ippolito
Title: Treasurer

HOLLYWOOD CASINO–AURORA, INC.

By:_____
Name: Kevin G. DeSanctis
Title: President

HWCC-TRANSPORTATION, INC.

By:_____
Name: Robert S. Ippolito
Title: Treasurer

HWCC DEVELOPMENT, INC.

By:_____
Name: Robert S. Ippolito
Title: Treasurer

TRADEMARK
REEL: 002781 FRAME: 0606

HWCC-HOLDINGS, INC.

By: _____

Name: Robert S. Ippolito

Title: Treasurer

HWCC-GOLF COURSE PARTNERS, INC.

By: _____

Name: Robert S. Ippolito

Title: Treasurer

TRADEMARK
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BEAR STEARNS CORPORATE LENDING INC.,
as Collateral Agent

By: _____
Name: Keith C Barnish
Title: Executive Vice President

SCHEDULE 1.1
Prior Liens

Liens against Penn National Gaming, Inc.:

Secured Party	Jurisdiction	Collateral/Comments	UCC-1 File Number	UCC-1 File Date
Republic Leasing	PA DOS	Equipment	33210765	10/24/2000
GE Capital	WV SOS	Equipment	200200150597	08/23/2002

Liens against Boomtown, Inc.:

Secured Party	Jurisdiction	Collateral/Comments	UCC-1 File Number	UCC-1 File Date
IBM Credit Corporation (Lessor)	MS SOS	Equipment	1321510 (Original)	05/07/1999
IBM Credit Corporation (Lessor)	MS, Harrison County – Gulfport (Dist. 1)	Equipment & Goods	003509	05/07/1999

Liens against BSL, Inc.:

Secured Party	Jurisdiction	Collateral/Comments	UCC-1 File Number	UCC-1 File Date
Deere Credit Inc.	Mississippi SOS	Various equipment	1461128	09/05/2000
Textron Financial Corporation		Equipment	*1352813	08/11/1999
		**Amend Debtor Name by including BSL, Inc.; Casino Magic; Bay St. Louis – Amend Debtor Name by deleting Mardi Gras Casino Corp.	**1459118 (Amendment)	08/25/2000
Deere Credit Inc.	MS, Hancock County	Various Equipment	2198-2000	09/05/2000

Liens against Bullwhackers:

Secured Party	Jurisdiction	Collateral/Comments	UCC-1 File Number	UCC-1 File Date
Ecolab, Inc.	CO SOS	Equipment	2001F004695	02/28/2001

Liens against Casino Magic:

Secured Party	Jurisdiction	Collateral/Comments	UCC-1 File Number	UCC-1 File Date
WMS Gaming, Inc.	MS SOS	Equipment	1423719	04/20/2000

Liens against Casino Magic Bay St. Louis:

Secured Party	Jurisdiction	Collateral/Comments	UCC-1 File Number	UCC-1 File Date
WMS Gaming, Inc.	MS SOS	Equipment	01438137	06/12/2000

Liens against Casino Rouge:

Secured Party	Jurisdiction	Collateral/Comments	UCC-1 File Number	UCC-1 File Date
Sysco Food Services of New Orleans	Orleans Parish, LA	Blodgett Oven	36-168940	07/16/2002

Liens against CCR International, Inc.

Secured Party	Jurisdiction	Collateral/Comments	UCC-1 File Number	UCC-1 File Date
Bank of Nova Scotia	FL DOS	All of the rights, title, benefit, interests, contract rights, general intangibles, chose in actions, and proceeds of the Debtor in, to, and under that certain Assignment and Assumption Agreement dated 06/30/1998.	980000185696	08/20/1998

Liens against Hollywood Casino:

Secured Party	Jurisdiction	Collateral/Comments	UCC-1 File Number	UCC-1 File Date
Hardin's Sysco	MS SOS	Equipment	01551363	08/23/2001
WMS Gaming, Inc.	MS SOS	Equipment	01483730	12/05/2000
VLC, Inc.	MS SOS	Equipment	01387080	12/14/1999
Hardin's Sysco	MS; Tunica County	Equipment	35894	08/27/2001

Liens against Hollywood Casino Corp.:

Secured Party	Jurisdiction	Collateral/Comments	UCC-1 File Number	UCC-1 File Date
WMS Gaming, Inc.		Equipment	01423721	04/20/2000

Liens against Hollywood Casino-Aurora, Inc.:

Secured Party	Jurisdiction	Collateral/Comments	UCC-1 File Number	UCC-1 File Date
WMS Gaming	IL, SOS	Equipment	4157813	02/10/2000
IGT	IL, SOS	Equipment	4352621	03/12/2001
IGT	IL, SOS	Equipment	4437229	09/17/2001
Xerox Corporation	IL, SOS	Equipment	4982509	03/27/2002
WMS Gaming, Inc.	IL, SOS	Equipment	6429424	01/21/2003
IGT	IL, SOS	Equipment	4280854	10/10/2000

Liens against HWCC-Tunica, Inc.:

Secured Party	Jurisdiction	Collateral/Comments	UCC-1 File Number	UCC-1 File Date
IGT	State of LA	Equipment	1505965	03/12/2001
IGT, as Lessor	State of LA	Equipment	1505962	03/12/2001
VLC, Inc.	State of LA	Equipment	1387080	12/14/1999
WMS Gaming, Inc.	MS SOS	Equipment	01205355	04/20/1998
WMS Gaming, Inc.	MS; Tunica County	Equipment	30779	04/20/1998
VLC, Inc.	MS; Tunica County	Equipment	33223	12/15/1999
IGT, as Lessor	MS; Tunica County	Equipment	35215	03/15/2001
IGT	MS; Tunica County	Equipment	35216	03/15/2001

Liens against Louisiana Casino Cruises, Inc.:

Secured Party	Jurisdiction	Collateral/Comments	UCC-1 File Number	UCC-1 File Date
Information Leasing Corporation	Caddo Parish, LA	Equipment	09-971437	01/25/1999
WMS Gaming, Inc.	East Baton Rouge Parish, LA	18 Monopoly Games (Bases/Tops)	17-1171188	06/03/1999
WMS Gaming, Inc.	East Baton Rouge Parish, LA	50 WMS Gaming, Inc. slot machines various themes; upright videos; etc.	17-1222048	10/05/2001
Aristocrat Technologies, Inc.	East Baton Rouge Parish, LA	Dolphin Treasure (various model numbers)	17-1230387	04/09/2002
WMS Gaming, Inc.	Bossier Parish, LA	14 Gaming Inc. devices equipment, inventory, all accessions, additions, replacement and substitutions, all proceeds, etc.	08-386312	12/19/2002

Liens against Mississippi One Gaming, L.P.:

Secured Party	Jurisdiction	Collateral/Comments	UCC-1 File Number	UCC-1 File Date
WMS Gaming, Inc.	MS SOS	Equipment	01423720	04/20/2000
WMS Gaming, Inc.	Harrison County-Biloxi (Dist. 2), MS	Equipment	98-873	03/16/1998
WMS Gaming, Inc.	Harrison County-Biloxi (Dist. 2), MS	Equipment	99-185	01/19/1999

Secured Party	Jurisdiction	Collateral/Comments	UCC-1 File Number	UCC-1 File Date
WMS Gaming, Inc.	Harrison County-Biloxi (Dist. 2), MS	Equipment	99-2726	08/02/1999
WMS Gaming, Inc.	MS SOS	Equipment	01193148	03/16/1998
WMS Gaming, Inc.	MS SOS	Equipment	01349895	08/02/1999
WMS Gaming, Inc.	Harrison County – Biloxi (Dist 2), MS	Equipment	98-1099	04/03/1998

Liens against Mississippi-I Gaming, L.P.:

VLC, Inc.	MS SOS	Equipment	01390177	12/28/1999
Great America Leasing Corporation	Harrison County – Biloxi (Dist 2), MS	Equipment	00-1845	07/13/2000

SCHEDULE 3.4(b)(i)
Initial Controlled Accounts

Property/ Location	Bank Name	Account Title	Account Number
Casino Holding	First Union	Casino Holding, Inc	2000-0033-42873
Casino Holding	Delaware Trust Capital Management	Casino Holding, Inc	6728-004523
Casino Holding	The Peoples Bank	Casino Holding	1532-050
Charles Town	United National	Operating Deposits	04333-7358
Charles Town	First Union	PNGI Charles Town LTD Liability Co (Evergreen Money Market)	4000-0358-100
Bullwhackers Casino	First Union	Penn Bullwhackers Operating	2000-0110-57862
Bullwhackers Casino	Wells Fargo	Penn Bullwhackers, Inc	4000-012898
Boomtown	The Peoples Bank	BTN, Inc-General	1538-271
Boomtown	The Peoples Bank	BTN, Inc-Depository	1532-076
Casino Magic	Peoples Bank	Commercial A/P Acct	1529-932
Casino Magic	Peoples Bank	Casino Acct	1530-823
Casino Rouge	Hibernia Bank	LA Casino Cruises, Inc -Operating	2080-0455-84
Penn National Race Course	First Union	Mountainview - General	2000-5062-91719
Penn National Race Course	U.S. Bank	Johnstown - General	0050-6099-39
Pocono Downs	First Union	The Down's Racing, Inc -Master Account	2014-1512-38676
Pocono Downs	First Union	The Down's Racing, Inc -Operations Account	2014-1512-37952

SCHEDULE 3.4(b)(ii)
Specified Deposit Accounts

ACCOUNT HOLDER	DESCRIPTION OF ACCOUNT	DEPOSITORY BANK	DEPOSIT ACCOUNT NUMBER
Hollywood Casino Corporation	Checking	Wells Fargo Bank (Texas), N.A.	4159754662
Hollywood Casino Corporation	Checking	Wells Fargo Bank (Texas), N.A.	4159754696
Hollywood Casino Corporation	Checking	Wells Fargo Bank (Texas), N.A.	4911426013
Hollywood Casino Corporation	Depository/Clearing Account	Wells Fargo Bank (Texas), N.A.	4439823378
HWCC Development Corporation	Checking	Wells Fargo Bank (Texas), N.A.	4178528600
HWCC Development Corporation	Checking	Wells Fargo Bank (Texas), N.A.	4178528618
Hollywood Management, Inc.	Checking	Wells Fargo Bank (Texas), N.A.	4178528626
Hollywood Management, Inc.	Checking	Wells Fargo Bank (Texas), N.A.	4178528634
HWCC–Argentina, Inc.	Checking	Wells Fargo Bank (Texas), N.A.	4178528642
HWCC–Transportation, Inc.	Checking	Wells Fargo Bank (Texas), N.A.	4911426021

SCHEDULE 4.13

Required Consents

With respect to the pledge of the stock of CHC Casinos Canada Limited and CHC Casino Manitoba Limited, the consent of the Ontario Lottery and Gaming Corporation and Rama First Nation is required to realize on such pledge.

SCHEDULE 6.3

Violations or Proceedings

The following trademarks are the subject of the listed United States trademark opposition or cancellation proceedings in the United States Patent and Trademark Office:

Trademark	Opposition Proceeding No.	Cancellation Proceeding No.
HOLLYWOOD CASINO Reg. No. 1,849,650	96,743 109,559 110,123	
HOLLYWOOD CASINO Reg. No. 1,851,759		30,800
HOLLYWOOD CASINO STUDIO STORE Serial No. 74-687479	103,516	
HOLLYWOOD STUDIO WORLD Serial No. 75/063,112	107,741	

EXHIBIT I

ISSUERS ACKNOWLEDGMENT

The undersigned hereby (i) acknowledges receipt of a copy of that certain First Security agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), dated as of March 3, 2003, among PENN NATIONAL GAMING, INC., a Pennsylvania corporation (the "Borrower"), the Guarantors from time to time party thereto, and BEAR STEARNS CORPORATE LENDING INC., as collateral agent (in such capacity and together with any successors in such capacity, the "Collateral Agent"), (ii) agrees promptly to note on its books the security interests granted to the Collateral Agent and confirmed under the Security Agreement, (iii) agrees that it will comply with instructions of the Collateral Agent with respect to the applicable Securities Collateral without further consent by the applicable Pledgor, (iv) agrees to notify the Collateral Agent upon obtaining knowledge of any interest in favor of any person in the applicable Securities Collateral that is adverse to the interest of the Collateral Agent therein and (v) waives any right or requirement at any time hereafter to receive a copy of the Security Agreement in connection with the registration of any Securities Collateral thereunder in the name of the Collateral Agent or its nominee or the exercise of voting rights by the Collateral Agent or its nominee.

[ ]

By: _____

Name:

Title:

EXHIBIT 2

SECURITY AGREEMENT PLEDGE AMENDMENT

This Security Agreement Pledge Amendment, dated as of [ ], 200[ ], is delivered pursuant to Section 5 of that certain first security agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), dated as of March 3, 2003, among PENN NATIONAL GAMING, INC., a Pennsylvania corporation (the "Borrower"), the undersigned, the other Guarantors from time to time party thereto and BEAR STEARNS CORPORATE LENDING INC., as collateral agent (in such capacity and together with any successors in such capacity, the "Collateral Agent"). The undersigned hereby agrees that this Security Agreement Pledge Amendment may be attached to the Security Agreement and that the Pledged Securities and/or Intercompany Notes listed on this Security Agreement Pledge Amendment shall be deemed to be and shall become part of the Pledged Collateral and shall secure all First Priority Secured Obligations.

PLEDGED SECURITIES

ISSUER	CLASS OF STOCK OR INTERESTS	PAR VALUE	CERTIFICATE NO(S).	NUMBER OF SHARES OR INTERESTS	PERCENTAGE OF ALL ISSUED CAPITAL OR OTHER EQUITY INTERESTS OF ISSUER

INTERCOMPANY NOTES

ISSUER	PRINCIPAL AMOUNT	DATE OF ISSUANCE	INTEREST RATE	MATURITY DATE

[_____],
as Pledgor

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

BEAR STEARNS CORPORATE LENDING INC.,
as Collateral Agent

By: _____
Name:
Title:

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EXHIBIT 3

[FORM OF JOINDER AGREEMENT]

[Name of New Pledgor]
[Address of New Pledgor]

[Date]

BEAR STEARNS CORPORATE LENDING INC.,
as Collateral Agent
383 Madison Avenue
New York, New York 10179
Attention: Stephan O'Keefe

Ladies and Gentlemen:

Reference is made to that certain first security agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), dated as of March 3, 2003, among PENN NATIONAL GAMING, INC., a Pennsylvania corporation ("Borrower"), each of the Guarantors from time to time party thereto and BEAR STEARNS CORPORATE LENDING INC., as collateral agent (in such capacity and together with any successors in such capacity, the "Collateral Agent").

This letter supplements the Security Agreement and is delivered by the undersigned, _____ (the "New Pledgor"), pursuant to Section 3.5 of the Security Agreement. The New Pledgor hereby agrees to be bound as a Guarantor and as a Pledgor by all of the terms, covenants and conditions set forth in the Security Agreement to the same extent that it would have been bound if it had been a signatory to the Security Agreement on the execution date of the Security Agreement and without limiting the generality of the foregoing, hereby grants and pledges to the Collateral Agent, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the First Priority Secured Obligations, and in favor of the Secured Parties a First Priority Lien on and security interest in, all of its right, title and interest in, to and under the Pledged Collateral and expressly assumes all obligations and liabilities of a Guarantor and Pledgor thereunder. The New Pledgor hereby makes each of the representations and warranties and agrees to each of the covenants applicable to the Pledgors contained in the Security Agreement as of the date hereof.

Attached hereto are supplements to each of the applicable schedules to the Security Agreement and the Perfection Certificate with respect to the New Pledgor. Such supplements shall be deemed to be part of the Security Agreement and the Perfection Certificate.

This agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the New Pledgor has caused this letter agreement to be executed and delivered by its duly authorized officer as of the date first above written.

[NEW PLEDGOR],

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

BEAR STEARNS CORPORATE LENDING INC.,
as Collateral Agent

By: _____
Name:
Title:

[Schedules to be attached]

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FIRST SECURITY AGREEMENT

By

PENN NATIONAL GAMING, INC.
as Borrower

and

THE GUARANTORS PARTY HERETO

and

BEAR STEARNS CORPORATE LENDING INC.
as Collateral Agent

Dated as of March 3, 2003

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