

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PCI GAMING AUTHORITY		07/31/2012	tribal instrumentality:
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	300 S. Fourth St., 2nd Floor		
Internal Address:	mail code: NV-119-02-01		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89101		
Entity Type:	national bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3784811	SURVIVOR GUY	
Registration Number:	3643523	WIND CREEK CASINO & HOTEL	
Registration Number:	3643524	THERE'S SOMETHING IN THE WIND	
Registration Number:	4161452	CREEK ENTERTAINMENT	
Registration Number:	4161444	ESCAPE AT WIND CREEK	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP		
Address Line 1:	333 S. Hope St., 48th Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		

CH \$140.00 3784811

ATTORNEY DOCKET NUMBER:	0BN1-167848
NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	08/02/2012
<p>Total Attachments: 16 source=Security Agreement#page1.tif source=Security Agreement#page2.tif source=Security Agreement#page3.tif source=Security Agreement#page4.tif source=Security Agreement#page5.tif source=Security Agreement#page6.tif source=Security Agreement#page7.tif source=Security Agreement#page8.tif source=Security Agreement#page9.tif source=Security Agreement#page10.tif source=Security Agreement#page11.tif source=Security Agreement#page12.tif source=Security Agreement#page13.tif source=Security Agreement#page14.tif source=Security Agreement#page15.tif source=Security Agreement#page16.tif</p>	

Bank of America
Merrill Lynch



**SECURITY AGREEMENT
PCI GAMING AUTHORITY**

This Security Agreement dated as of July 31, 2012 (this "Agreement"), is between Bank of America, N.A. (the "Bank") and PCI Gaming Authority (the "Pledgor"), an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians (the "Tribe"), a federally recognized Indian tribe (the "Tribe").

1. THE SECURITY. PCI Gaming Authority (the "Pledgor"), an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe (the "Tribe"), hereby assigns and grants to Bank of America, N.A. (the "Bank") a security interest in the following described property now or hereafter owned by the Pledgor (the "Collateral") (capitalized terms used herein and not defined herein have the meanings ascribed to them in the Business Loan Agreement of even date herewith between the Pledgor and the Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement")):

(a) All Pledged Revenues of the Gaming Enterprise, all of Pledgor's deposit accounts and securities accounts into which Pledged Revenues are deposited, credited or otherwise held, and all proceeds of the foregoing and property arising from the disposition of the foregoing. The Collateral shall include any renewals or rollovers of the deposit accounts and securities accounts, any successor accounts, and any general intangibles and choses in action arising therefrom or related thereto;

(b) All inventory, including all materials, work in process and finished goods, of the Gaming Enterprise;

(c) All goods, materials, supplies, chattels, furniture, trade fixtures, machinery, equipment and personal property of every type now owned or hereafter acquired by the Pledgor, now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Gaming Enterprise, including all gaming devices, gaming instruments, gaming mechanisms, gaming computer software programs, licenses and rights (not constituting Protected Assets, including gaming licenses and liquor licenses and other licenses which by their terms are not transferable), and all items related or appurtenant thereto;

(d) All accounts, contract rights, chattel paper, instruments, investment property and general intangibles (including payment intangibles) of the Gaming Enterprise, including (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks, and trade names; (iii) all copyrights and literary rights; (iv) all computer software programs; (v) all mask works of semiconductor chip products; (vi) all trade

secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems. The Collateral shall include all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles;

(e) All negotiable and nonnegotiable documents of title covering any of the Collateral;

(f) All accessions, attachments and other additions to the foregoing, and all tools, parts and equipment used in connection with the foregoing;

(g) All substitutes or replacements for any of the foregoing, all cash or non-cash proceeds, product, rents and profits of any of the foregoing, all income, benefits and property receivable on account of the foregoing, all rights under warranties and insurance contracts covering the foregoing, and any causes of action relating to the foregoing; and

(h) All books and records pertaining to any of the foregoing, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

provided that, notwithstanding the foregoing or any other provision of this Agreement to the contrary, the term "Collateral" shall not include the following (collectively referred to as the "Protected Assets"): (i) any interest in real property, any improvements to real property or fixtures (other than trade fixtures); (ii) any Books or Records or customer lists relating to any gaming operations being conducted at the Gaming Enterprise which cannot be mortgaged, pledged or assigned as security for the Obligations under applicable law, (iii) (A) any licenses, rights or other interests of Pledgor (including any proprietary interest) to engage in gaming under the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 et seq. ("IGRA"), any compact between the Tribe and the State of Alabama (if a tribal state gaming compact subsequently is entered into by the Tribe during the term of the Obligations), or the Tribe's gaming ordinance, and (B) to the extent the same cannot be mortgaged, pledged or assigned as security for the Obligations under applicable law, any other license, franchise or other authorization to own, lease or operate or otherwise conduct gaming at the Gaming Enterprise, (iv) any assets transferred by Pledgor to any Person in transactions not prohibited by Sections 7.8 or 7.22 of the Loan Agreement, or (v) any leases, permits, licenses, contracts or agreements, or other assets or property to the extent that a grant of a lien thereon (A) is prohibited by law or would constitute or result in the abandonment, invalidation or unenforceability of any right, title or interest of the grantor therein pursuant to applicable law, or (B) would require the consent of third parties and such consent has not been obtained, or (C) other than as a result of requiring a consent of third parties that has not been obtained, would result in a breach of the provisions thereof or constitute a default under or result in termination (or right of termination in respect) of, such lease, permit, license, contract or agreement (other than to the extent any such provision thereof would be rendered

ineffective pursuant to any section of applicable law); *provided*, that, immediately upon the ineffectiveness, lapse or termination of such prohibition, the provisions that would be so breached or such breach, default or termination or immediately upon the obtaining of any such consent, the "Protected Assets" shall include, and the Pledgor shall be deemed to have granted a security interest in, all such leases, permits, licenses, contracts or agreements and such other assets or property as if such prohibition, the provisions that would be so breached or such breach, default or termination had never been in effect and as if such consent had not been required.

2. THE OBLIGATIONS. The Collateral secures and will secure all Obligations of the Pledgor to the Bank.

3. DEBTOR'S COVENANTS. The Pledgor represents, covenants and warrants that unless compliance is waived by the Bank in writing:

(a) The Pledgor will properly preserve the Collateral; defend the Collateral against any adverse claims and demands; and keep accurate Books and Records.

(b) The Pledgor is a wholly-owned unincorporated instrumentality of the Tribe organized pursuant to a tribal charter whose chief executive office is located at the address shown on the signature page hereof. The Pledgor shall give the Bank at least 30 days notice before changing its chief executive office or organization. The Pledgor will notify the Bank in writing prior to any change in the location of any Collateral, including the Books and Records.

(c) The Pledgor will notify the Bank in writing prior to any change in the Pledgor's name or identity or any change in the business structure of the Gaming Enterprise.

(d) The Pledgor has not granted and will not grant any security interest in any of the Collateral except to the Bank, and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except for the security interest of the Bank, and as otherwise permitted by the Loan Agreement.

(e) The Pledgor will promptly notify the Bank in writing of any event which materially adversely affects the value of the Collateral, the ability of the Pledgor or the Bank to dispose of the Collateral, or the rights and remedies of the Bank in relation thereto, including the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise, but excluding events arising from transactions permitted by the terms of the Loan Documents.

(f) The Pledgor shall pay all costs necessary to preserve, defend, enforce and collect the Collateral, including taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales, and any costs to perfect the Bank's security interest. Without waiving the Pledgor's default for failure to make any such payment, the Bank at its option may pay any such costs and expenses, discharge encumbrances on the Collateral, and pay for insurance of the Collateral, and such payments shall be a part of

the Obligations and bear interest at the rate set out in the Loan Agreement. The Pledgor agrees to reimburse the Bank on demand for any costs so incurred.

(g) Until the Bank exercises its rights to make collection, the Pledgor will diligently collect all Collateral.

(h) If any Collateral is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, including any warehouse receipt or bill of lading in excess of \$100,000, the Pledgor shall promptly deliver such document to the Bank, together with any necessary endorsements.

(i) The Pledgor will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral except as otherwise permitted by the Loan Agreement.

(j) The Pledgor will maintain and keep in force insurance covering the Collateral as required by the Loan Agreement.

(k) The Pledgor will not attach any Collateral to any real property or fixture owned by a Person other than the Pledgor, the Tribe or the United States in trust for the benefit of the Tribe or the Pledgor in a manner which might cause such Collateral to become a part thereof unless the Pledgor first obtains the written consent of any owner, holder of any lien on the real property or fixture, or other Person having an interest in such property to the removal by the Bank of the Collateral from such real property or fixture. Such written consent shall be in form and substance reasonably acceptable to the Bank and shall provide that the Bank has no liability to such owner, holder of any lien, or any other Person other than in the case of the Bank's gross negligence or willful misconduct.

(l) The Pledgor shall not use the Collateral in violation of any applicable law, regulation, ordinance, or policy of insurance regulating the conduct of gaming, including IGRA or any compact between the Tribe and the State of Alabama (if a tribal state gaming compact subsequently is entered into by the Pledgor during the term of the Obligations).

(m) Exhibit A to this Agreement is a complete list of all patents, trademark and service mark registrations, copyright registrations, mask work registrations, and all applications therefor, in which the Pledgor has any right, title, or interest, throughout the world and that are used in connection with the Gaming Enterprise. The Pledgor will within 15 days notify the Bank of any acquisition (by adoption and use, purchase, license or otherwise) of any patent, trademark or service mark registration, copyright registration, mask work registration, and applications therefor, and unregistered trademarks and service marks and copyrights, throughout the world, which are used or to be used in connection with the Gaming Enterprise, which are granted or filed or acquired after the date hereof and not listed on Exhibit A and which are material to the Gaming Enterprise operations. The Pledgor authorizes the Bank, without notice to the Pledgor, to modify this Agreement by amending Exhibit A to include any such Collateral.

(n) The Pledgor will, at its expense, diligently prosecute all patent, trademark or service mark or copyright applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto, unless the Pledgor either (x) reasonably and in good faith determines that any of such Intellectual Property Collateral is of negligible economic value to the Pledgor, or (y) the loss of such Intellectual Property Collateral could not reasonably be expected to result in a Material Adverse Change. The Pledgor will at its expense protect and defend all rights in the Collateral against any claims and demands of all persons other than the Bank and will, at its expense, enforce all rights in the Collateral against any and all infringers of the Collateral.

4. ADDITIONAL OPTIONAL REQUIREMENTS. The Pledgor agrees that the Bank may at its option at any time, whether or not the Pledgor is in default, or in the case of clause (d) following the occurrence and during the continuance of an Event of Default:

(a) From time to time, require the Pledgor to deliver to the Bank (i) copies of or extracts from the Books and Records, and (ii) information on any contracts or other matters affecting the Collateral.

(b) From time to time upon reasonable prior notice to the Pledgor, the Bank may examine the Collateral, including the Books and Records, and make copies of or extracts from the Books and Records, and for such purposes enter upon the property where any Collateral or any Books and Records are located.

(c) Require the Pledgor to deliver to the Bank any instruments or chattel paper which are part of the Collateral.

(d) Notify any account debtors, any buyers of the Collateral, or any other persons of the Bank's interest in the Collateral.

5. DEFAULTS. Any one or more of the following shall be an Event of Default hereunder:

(a) a Default occurs and is continuing under the Loan Agreement.

(b) The Pledgor fails to meet the conditions of, or fails to perform any obligation under, any term of this Agreement not specifically referred to in this Section or the Loan Agreement. The breach will not be considered an Event of Default under this Agreement until a period of thirty (30) days has passed after the date on which the Bank gives written notice of the breach to the Pledgor.

6. BANK'S REMEDIES AFTER DEFAULT. If any Event of Default occurs and is continuing, in addition to the remedies of the Bank under the Loan Agreement, the Bank may do any one or more of the following (subject to the limitations and terms of Section 8(k) and Sections 9, 10 and 11 hereof):

(a) Enforce the security interest given hereunder pursuant to and to the extent permitted by applicable law (including the Tribe's Secured Transactions Ordinance).

(b) Enforce the security interest of the Bank in any deposit account or securities account of the Pledgor constituting Collateral maintained with the Bank or any of its affiliates by applying such account to the Obligations.

(c) Prohibit any sale, lease, agreement to sell or lease, or other disposition of any Collateral consisting of inventory, except in the ordinary course of the Pledgor's business.

(d) Require the Pledgor to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to the Bank in kind.

(e) Require the Pledgor to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under the Bank's exclusive control.

(f) Require the Pledgor to assemble the Collateral, including the Books and Records, and make them available to the Bank at a place designated by the Bank.

(g) Subject to Section 8(j) and Section 9 hereof and subject further to the requirements of any applicable gaming laws and regulations, enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and maintain such property (including any buildings and facilities) and any of the Pledgor's equipment, if the Bank deems such actions necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral (consistent with the requirements of any applicable gaming laws or regulations), provided that nothing contained herein shall be deemed to grant any right to the Bank to manage any portion of the Gaming Facilities or operate any portion of the Collateral on the premises of the Pledgor or the Tribe, whether as a gaming, casino or other similar business or otherwise.

(h) Demand and collect any payments on and proceeds of the Collateral. In connection therewith the Pledgor irrevocably authorizes the Bank to endorse or sign the Pledgor's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to the Pledgor and remove therefrom any payments and proceeds of the Collateral.

(i) Grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to the Pledgor.

(j) Use or transfer any of the Pledgor's rights and interests in any Intellectual Property now owned or hereafter acquired by the Pledgor, if the Bank deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. The Pledgor agrees that any such use or transfer shall be

without any additional consideration to the Pledgor. As used in this paragraph, "Intellectual Property" includes, but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which the Pledgor has any right or interest, whether by ownership, license, contract or otherwise.

(k) Take such measures as the Bank may deem necessary to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and the Pledgor hereby irrevocably constitutes and appoints the Bank as the Pledgor's attorney-in-fact to perform all acts and execute all documents in connection therewith, subject to applicable gaming laws and regulations, provided that nothing contained herein shall be deemed to grant any right to the Bank to operate any portion of the Collateral on the premises of the Pledgor or the Tribe, whether as a gaming, casino or other similar business or otherwise.

(l) Without notice or demand to the Pledgor, set off and apply against any and all of the Obligations any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness, at any time held or owing by the Bank or any of the Bank's agents or affiliates to or for the credit of the account of the Pledgor or any guarantor or endorser of the Pledgor's Obligations.

(m) Dispose of the Collateral in its then present condition or following such preparation and processing as the Bank deems commercially reasonable (the Bank having no duty to prepare or process the Collateral prior to sale), disclaim warranties of title, possession, quiet enjoyment and the like, and comply with any applicable state or federal law requirements in connection with a disposition of the Collateral. None of the actions in this paragraph shall be deemed to adversely affect the commercial reasonableness of the disposition of the Collateral.

Notwithstanding any provision in this Section 6, nothing contained herein shall be deemed to grant any right to the Bank to operate any portion of the Collateral on the premises of the Pledgor or the Tribe, whether as a gaming, casino or other similar business or otherwise, and nothing shall be deemed to authorize the Bank to apply or control the application of Collateral to pay or discharge any obligations of the Pledgor related to its gaming operations owing to anyone other than the Bank or persons with a lien or other claim against Collateral.

7. ENVIRONMENTAL MATTERS.

(a) The Pledgor represents and warrants: (i) it is not in violation of any environmental law or regulation regarding hazardous substances and (ii) it is not the subject of any claim, proceeding, notice, or other communication regarding hazardous substances which, in either case, could reasonably be expected to result in a Material Adverse Change. "Hazardous substances" means any substance, material or waste that is or becomes designated or regulated as "toxic," "hazardous," "pollutant," or "contaminant" or a similar designation or regulation under any federal, state, local or

tribal law (whether under common law, statute, regulation or otherwise) or judicial or administrative interpretation of such, including petroleum or natural gas.

(b) The Pledgor shall deliver to the Bank, promptly upon receipt, copies of all notices, orders, or other communications regarding (i) any enforcement action by any Governmental Authority relating to the environment, or any hazardous substances with regard to the Pledgor's property, activities, or operations, or (ii) any claim against the Pledgor regarding hazardous substances.

(c) The Pledgor will indemnify the Bank and hold the Bank harmless from any loss or liability the Bank incurs in connection with or as a result of this Agreement, which directly or indirectly arises out of the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence of a hazardous substance on or from the Pledgor's property. This indemnity will apply whether the hazardous substance is on, under or about the Pledgor's property or operations or property leased to the Pledgor. The indemnity includes reasonable attorneys' fees (including the reasonable estimate of the allocated cost of in-house counsel and staff). The indemnity extends to the Bank, its parent, subsidiaries and all of their directors, officers, employees, agents, successors, attorneys and assigns.

8. MISCELLANEOUS.

(a) Any waiver, express or implied, of any provision hereunder and any delay or failure by the Bank to enforce any provision shall not preclude the Bank from enforcing any such provision thereafter.

(b) The Pledgor shall, at the request of the Bank, execute such other agreements, documents, instruments, or financing statements in connection with this Agreement as the Bank may reasonably deem necessary in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or intended to be granted hereby or to enable the Bank to exercise and enforce its rights and remedies hereunder with respect to any Collateral. To the extent permitted by applicable law, a carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral shall be sufficient as a financing statement. The Pledgor hereby authorizes the Bank to prepare and file any financing statement or other document which must be executed or filed to perfect or continue the perfection, maintain the priority of or provide notice of the Bank's security interest in the Collateral and file any such financing statements and other documents by electronic means with or without a signature as authorized or required by applicable law or filing procedures.

(c) All notes, security agreements, subordination agreements and other documents executed by the Pledgor or furnished to the Bank in connection with this Agreement must be in form and substance reasonably satisfactory to the Bank.

(d) This Agreement is governed by the laws of the State of New York, except to the extent that the validity or perfection of the security interests created under this Agreement, or remedies hereunder, in respect of any particular Collateral are governed by

the laws of a jurisdiction other than the State of New York, pursuant to the terms of the Tribe's Secured Transaction Ordinance.

(e) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

(f) All terms not defined herein or in the Loan Agreement are used as set forth in the New York Uniform Commercial Code, except to the extent that the validity or perfection of the security interests created under this Agreement, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of New York, pursuant to the terms of the Tribe's Secured Transaction Ordinance, then such terms are as defined in the Uniform Commercial Code of such other jurisdiction.

(g) In the event of any action by the Bank, upon a default by the Pledgor, to enforce this Agreement or to protect the security interest of the Bank in the Collateral, or to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, the Pledgor agrees to pay promptly following demand the reasonable costs and expenses thereof, together with reasonable attorney's fees and allocated costs for in-house legal services.

(h) This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this Agreement, and if all transactions between the Bank and the Pledgor shall be closed at any time, shall be equally applicable to any new transactions thereafter.

(i) The Bank's rights hereunder shall inure to the benefit of its successors and assigns. In the event of any assignment or transfer by the Bank of any of the Obligations or the Collateral, the Bank thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but the Bank shall retain all rights and powers hereby given with respect to any of the Obligations or the Collateral not so assigned or transferred. All representations, warranties and agreements of the Pledgor shall be binding upon the successors and assigns of the Pledgor.

(j) *IGRA Enforcement Limitations.* Notwithstanding any provision in this Agreement, any other Loan Document or the Non-Interference Agreement, or any other right to enforce the provisions of this Agreement, any other Loan Document or the Non-Interference Agreement, the Bank shall not engage in any of the following: planning, organizing, directing, coordinating, or controlling all or any portion of the Pledgor's or the Tribe's gaming operations (collectively, "Management Activities"), including, but not limited to:

(i) the training, supervision, direction, hiring, firing, retention, compensation (including benefits) of any employee (whether or not a management employee) or contractor;

- (ii) any working or employment policies or practices;
- (iii) the hours or days of operation;
- (iv) any accounting systems or procedures;
- (v) any advertising, promotions or other marketing activities;
- (vi) the purchase, lease, or substitution of any gaming device or related equipment or software, including player tracking equipment;
- (vii) the vendor, type, theme, percentage of pay-out, display or place or placement of any gaming device or equipment; or
- (viii) budgeting, allocating, or conditioning payments of the Gaming Enterprise's operating expenses;

provided however, that upon the occurrence of a default or event of default, the Bank will not be in violation of the foregoing restrictions solely because the Bank:

(A) enforces compliance with any term in this Agreement, any other Loan Document or the Non-Interference Agreement that does not require the gaming operation to be subject to any third party decision-making as to any Management Activities; or

(B) requires that all or any portion of the revenues securing the Obligations be applied to satisfy valid terms of this Agreement, any other Loan Document or the Non-Interference Agreement; or

(C) otherwise forecloses on all or any portion of the Collateral securing the Obligations.

9. NO MANAGEMENT CONTRACT. NOTWITHSTANDING ANY OTHER POSSIBLE CONSTRUCTION OF ANY PROVISION(S) CONTAINED IN THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE NON-INTERFERENCE AGREEMENT, THE PARTIES HERETO AGREE THAT WITHIN THE MEANING OF IGRA: (A) THIS AGREEMENT, THE LOAN DOCUMENTS AND THE NON-INTERFERENCE AGREEMENT, INDIVIDUALLY AND COLLECTIVELY, DO NOT AND SHALL NOT PROVIDE FOR THE MANAGEMENT OF ALL OR ANY PART OF THE GAMING ENTERPRISE BY ANY PERSON OTHER THAN PLEDGOR OR THE TRIBE OR DEPRIVE PLEDGOR OR THE TRIBE OF THE SOLE PROPRIETARY INTEREST AND RESPONSIBILITY FOR THE CONDUCT OF THE GAMING ENTERPRISE; AND (B) NONE OF THE BANK OR ANY OF ITS SUCCESSORS, ASSIGNS OR AGENTS WILL EXERCISE ANY REMEDY OR OTHERWISE TAKE ANY ACTION UNDER OR IN CONNECTION WITH ANY LOAN DOCUMENT OR THE NON-INTERFERENCE AGREEMENT IN A MANNER THAT WOULD CONSTITUTE MANAGEMENT OF ALL OR ANY PART OF THE GAMING ENTERPRISE OR THAT WOULD DEPRIVE THE

PLEDGOR OR THE TRIBE OF THE SOLE PROPRIETARY INTEREST AND
RESPONSIBILITY FOR THE CONDUCT OF THE GAMING ENTERPRISE.

10. Arbitration and Waiver of Jury Trial.

(a) This Section concerns the resolution of any controversies or claims between the parties, whether arising in contract, tort or by statute, including controversies or claims that arise out of or relate to: (i) this Agreement (including any renewals, extensions or modifications); or (ii) any document related to this agreement (collectively a "Claim"). For the purposes of this arbitration provision only, the term "parties" shall include any parent corporation, subsidiary or affiliate of the Bank involved in the servicing, management or administration of any obligation described or evidenced by this Agreement.

(b) At the request of any party to this Agreement, any Claim shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code) (the "Act"). The Act will apply even though this Agreement provides that it is governed by the law of a specified state. The arbitration will take place on an individual basis without resort to any form of class action.

(c) Arbitration proceedings will be determined in accordance with the Act, the then-current rules and procedures for the arbitration of financial services disputes of the American Arbitration Association or any successor thereof ("AAA"), and the terms of this Section. In the event of any inconsistency, the terms of this Section shall control. If AAA is unwilling or unable to (i) serve as the provider of arbitration or (ii) enforce any provision of this arbitration clause, the party to this Agreement requesting arbitration may substitute another arbitration organization with similar procedures to serve as the provider of arbitration.

(d) The arbitration shall be administered by AAA and conducted, unless otherwise required by law, in New York, New York. All Claims shall be determined by one arbitrator; however, if Claims exceed \$5,000,000, upon the request of any party, the Claims shall be decided by three arbitrators. All arbitration hearings shall commence within 90 days of the demand for arbitration and close within 90 days of commencement and the award of the arbitrator(s) shall be issued within 30 days of the close of the hearing. However, the arbitrator(s), upon a showing of good cause, may extend the commencement of the hearing for up to an additional 60 days. The arbitrator(s) shall provide a concise written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed, judgment entered, enforced or set aside.

(e) The arbitrator(s) will give effect to statutes of limitation in determining any Claim and may dismiss the arbitration on the basis that the Claim is barred. For purposes of the application of the statute of limitations, the service on AAA under applicable AAA rules of a notice of Claim is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a Claim is capable of being arbitrated shall be determined by the arbitrator(s). The arbitrator(s) shall have the power to award legal fees pursuant to the terms of this Agreement.

(f) This Section does not limit the right of any party to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or non-judicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights, or (iv) act in a court of law to obtain an interim remedy, or additional or supplementary remedies.

(g) The filing of a court action is not intended to constitute a waiver of the right of any party, including the suing party, thereafter to require submittal of the Claim to arbitration.

(h) Any arbitration, judicial reference or trial by a judge of any Claim will take place on an individual basis without resort to any form of class or representative action (the "Class Action Waiver"). Regardless of anything else in this Section, the validity and effect of the Class Action Waiver may be determined only by a court or referee and not by an arbitrator. The parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from the agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. **The Parties acknowledge and agree that under no circumstances will a class action be arbitrated.**

(i) By agreeing to binding arbitration, the parties irrevocably and voluntarily waive any right they may have to a trial by jury as permitted by law in respect of any Claim. Furthermore, without intending in any way to limit this Section to the extent any Claim is not arbitrated or submitted to judicial reference, the parties each irrevocably and voluntarily waives any right they may have to a trial by jury to the extent permitted by law in respect of such Claim. This waiver of jury trial shall remain in effect even if the Class Action Waiver is limited, voided or found unenforceable. **WHETHER THE CLAIM IS DECIDED BY ARBITRATION, BY JUDICIAL REFERENCE, OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS AGREEMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.**

11. Waiver of Sovereign Immunity/Limited Recourse.

(a) The Pledgor hereby waives its sovereign immunity from suit and consents to be sued by the Bank, any successor or assign of the Bank under Section 10.3 of the Loan Agreement, and any counter party to a Rate Protection Agreement, in any United States District Court in the City and County of New York or any state court in the City and County of New York, and any federal or state courts having appellate jurisdiction thereof ("New York Federal and State Courts"), to enforce the Obligations of the Pledgor under this Agreement and the Loan Documents, including the obligation of the Pledgor to submit a Claim to arbitration under Section 10 or to enforce any resulting arbitration award, or to seek damages for any breach of this Agreement by the Pledgor. The Pledgor waives any obligation of the Bank to exhaust tribal court remedies.

(b) The Obligations of the Pledgor under the Loan Documents and the obligations of the Tribe under the Non-Interference Agreement are not general obligations but instead are strictly limited recourse obligations enforceable solely against the Gaming Assets and the Collateral,

except in the case of damages arising from an Intentional Interference Default under the Non-Interference Agreement.

12. Section 81 Compliance. For the avoidance of any doubt, it is acknowledged that none of the Loan Documents executed on the Closing Date is intended to grant a Lien on any real property owned by the Borrower or the Tribe or either of their agencies or instrumentalities. Notwithstanding any right of the Bank in any Loan Document, or any requirements or restrictions imposed on the Borrower or the Tribe in any Loan Document, any right, requirement or restriction that "encumbers Indian land" within the meaning of 25 U.S.C. § 81, shall not be effective for longer than six years, 364 days.

This Agreement is executed as of the date stated at the top of the first page.

BANK OF AMERICA, N.A.

PCI GAMING AUTHORITY

By: Michele L. Gordon
Name: Michele L. Gordon
Title: Senior Vice President

By: _____
Name: _____
Title: _____

Pledgor's chief executive office:

303 Poarch Road
Atmore, AL 36502

Fax: (251) 446-4611

Pledgor's Taxpayer Identification
Number (TIN) to be used for tax reporting
purposes with respect to the Collateral
is: 13-4221398.


Signature Page to
Security Agreement

This Agreement is executed as of the date stated at the top of the first page.

BANK OF AMERICA, N.A.

PCI GAMING AUTHORITY

By: _____
Name: Michele L. Gordon
Title: Senior Vice President

By: 
Name: Keith Martin
Title: Chairman

Pledgor's chief executive office:

303 Poarch Road
Atmore, AL 36502

Fax: (251) 446-4611

Pledgor's Taxpayer Identification
Number (TIN) to be used for tax reporting
purposes with respect to the Collateral
is: 13-4221398.

Signature Page to
Security Agreement

TRADEMARK

REEL: 004834 FRAME: 0542

EXHIBIT A

Patents, Trademark and Service Mark Registrations, Copyright Registrations, Mask Work Registrations, and All Applications Therefor

Mark	Owner	Status	Reg. Date	Reg. No.
SURVIVOR GUY	Poarch Band of Creek Indians d/b/a PCI Gaming Authority	Registered	May 4, 2010	3,784,811
WIND CREEK CASINO & HOTEL	Poarch Band of Creek Indians d/b/a PCI Gaming Authority	Registered	June 23, 2009	3,643,523
THERE'S SOMETHING IN THE WIND	Poarch Band of Creek Indians d/b/a PCI Gaming	Registered	June 23, 2009	3,643,524
CREEK ENTERTAINMENT	Poarch Bank of Creek Indians d/b/a PCI Gaming Authority	Registered	June 19, 2012	4,161,452
ESCAPE AT WIND CREEK	Poarch Bank of Creek Indians d/b/a PCI Gaming Authority	Registered	June, 19, 2012	4,161,444