

February \_\_, 2025

Ladies and Gentlemen:

[ ] (“**you**”) has expressed interest to Station Casinos LLC (together with its direct or indirect subsidiaries, the “**Company**”) with respect to the potential purchase of an approximately 96 acre site (the “**Property**”) located in the Las Vegas Resort Corridor (such potential purchase, the “**Transaction**”). In connection with your consideration of a Transaction with or involving the Company, the Company is prepared to furnish you (or has already provided you) with certain confidential and proprietary information concerning the Property and the business of the Company. All such information is herein collectively referred to as the “**Evaluation Material**”. The term “**Evaluation Material**” shall also be deemed to include (i) all information concerning the Company or the Property (whether prepared by the Company or their respective advisors or otherwise and irrespective of the form of communication) that has been, or will be furnished to you or to your Representatives (as defined below) now or in the future by or on behalf of the Company and (ii) all notes, analyses, compilations, studies, interpretations, summaries, or other material derived therefrom or other documents prepared by you or your Representatives which contain, reflect or are based upon, in whole or in part, the information furnished to you or your Representatives pursuant hereto (the items described in this subclause (ii), collectively, “**Notes**”).

The term “**Evaluation Material**” does not include information that (i) becomes generally available to the public other than as a result of a disclosure by you or your Representatives in violation of this agreement, (ii) was available to you prior to its disclosure to you pursuant to this agreement on a non-confidential basis from a source other than the Company or its representatives who, insofar as is known to you after reasonable inquiry, is not prohibited from transmitting such information to you or your Representatives by a contractual, legal, fiduciary or other obligation, or (iii) becomes available to you on a non-confidential basis from a source other than the Company or its representatives who, insofar as is known to you after reasonable inquiry, is not prohibited from transmitting such information to you or your Representatives by a contractual, legal, fiduciary or other obligation.

To maintain the confidentiality of the Evaluation Material, you agree: (a) not to use any Evaluation Material except to determine whether you wish to propose to enter into a Transaction with the Company and the terms thereof; (b) not to disclose any Evaluation Material other than to those of your officers, directors, employees, legal advisors, accounting advisors and financial advisors (collectively, “**Representatives**”) who in each case have a need to know the information contained therein in connection with your evaluation of a Transaction and have been directed by you in advance to maintain confidentiality of the Evaluation Materials and to otherwise comply with this agreement; and (c) not to disclose that the Evaluation Material has been made available, that you or your Representatives have inspected any Evaluation Material, or that the Company and you or any other party may be considering a Transaction or have had, are having or propose to have any discussions with respect thereto (which facts shall constitute “**Evaluation Material**” for purposes of this agreement). You shall (x) cause each of your Representatives to whom or to which you provide, directly or indirectly, access to any Evaluation Material to abide by the same confidentiality and related obligations to which you are subject under this agreement, (y) promptly notify the Company in writing of any breach of this agreement by you or your Representatives and, (z) be responsible for any breach of this agreement by any of your Representatives and you agree, at your sole expense, to take all reasonable measures to restrain your Representatives from prohibited or unauthorized disclosure or use of the Evaluation Material.

If you decide not to proceed with the Transaction, you shall promptly inform the Company of that decision. The Company may elect at any time to terminate further access by you or your Representatives to Evaluation Material. You agree that upon any such termination, you will promptly, and will cause your Representatives to promptly, (and in any case within seven days of the Company's request) return to the Company or certify as destroyed all Evaluation Material except Notes, and cause all Notes to be destroyed, in compliance with this agreement; provided, further, that, notwithstanding any such termination, the confidentiality obligations and use restrictions with respect to any material retained shall survive until thirty-six (36) months from the date hereof. No such termination, return or destruction will affect your obligations hereunder or those of your Representatives, all of which obligations shall continue in effect until the expiration of this agreement as provided herein.

If you or your Representatives are required by law or requested (by oral questions, interrogatories, requests for information, subpoena, civil investigative demand, or similar process) to disclose any Evaluation Material, it is agreed that, to the extent not legally prohibited, you will provide the Company with prompt written notice of such requirement or request(s) so that the Company may seek an appropriate protective order and/or waive your compliance with the provisions of this agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, you or your Representatives are, in the opinion of your or your Representatives' counsel, as the case may be, compelled to disclose Evaluation Material under pain of liability for contempt or other censure or penalty, you may disclose only that portion of such information as is legally required without liability; provided, that you agree to exercise your reasonable best efforts to obtain assurance that confidential treatment will be accorded such information and shall provide prompt written notice of such disclosure to the Company to the extent not legally prohibited.

It is understood that CBRE Inc. (collectively, "**Seller's Advisor**") will arrange for appropriate contacts for due diligence purposes with any Nevada gaming authorities, any officer, director, or employee of the Company, any tenant, subtenant, adjoining property owner, restaurant or other third-party operator, supplier, vendor, customer or guest of the Company. All (i) communications regarding any possible Transaction, (ii) requests for additional information, (iii) requests for Property tours or management meetings, and (iv) discussions or questions regarding procedures in connection with any possible Transaction, will be submitted or directed exclusively to Seller's Advisor or the Company's counsel, in their capacity as advisors to the Company.

You understand and agree that, except as may be expressly provided for in an executed Transaction Agreement (as defined below) Seller's Advisor does not make any representations or warranties, express or implied, with respect to the contents of any of the Evaluation Material (or omissions therefrom).

You agree that no contract or agreement providing for any Transaction shall be deemed to exist unless and until you and the Company execute and deliver a final definitive agreement relating thereto (a "**Transaction Agreement**"). You also agree that, except as otherwise agreed to by the Company and You, and unless and until you and the Company shall have executed and delivered a Transaction Agreement, neither you nor the Company will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this agreement except for the matters specifically agreed to herein. You further acknowledge and agree that the Company reserves the right, in its sole discretion, to reject any and all proposals made by you or your Representatives with regard to a Transaction, and to terminate discussions and negotiations with you at any time. You further understand that, except as otherwise agreed to by the Company and You, the Company shall be free to establish and change any process or procedure with respect to a Transaction as the

Company in its sole discretion shall determine, however the Company shall promptly notify You of any change in the process or procedure as well as the existence of negotiations with any other interested party and provide prior written notice to You before entering into a Transaction Agreement with any other party or any other person.

It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this agreement and that You or the Company shall be entitled to seek specific performance and injunctive or other equitable relief against the other as is appropriate, as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this agreement but shall be in addition to all other remedies available at law or equity. You and the Company also agree to reimburse the prevailing party for all costs and expenses, including attorneys' fees, incurred by it at both trial and all appellate proceedings, arising out of the other parties breach of its obligations hereunder.

This agreement shall constitute the entire agreement between the parties with regard to the subject matter hereof. In the case of a conflict between this agreement and the terms or conditions of use or confidentiality or non-disclosure provision of any electronic data room established or maintained by the Company or its representatives, this agreement will be deemed to supersede such conflicting terms or conditions of use or confidentiality or non-disclosure provisions.

This agreement is governed and will be construed in accordance with the laws of the State of Nevada. You and the Company agree that action or proceeding seeking to enforce any provision of, or based on any right arising out of, or otherwise relating to, this agreement may only be brought against either of the parties in (i) either the court of the State of Nevada located in Clark County, Nevada or the United States District Court for the Nevada and shall exclusively be heard and determined by one of the foregoing courts, and (ii) solely in connection with the action(s) contemplated by clause (i) hereof, (A) You and the Company irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the courts identified in clause (i) hereof, (B) irrevocably and unconditionally waive any objection to the laying of venue in any of the courts identified in clause (i) of this paragraph, (C) irrevocably and unconditionally waive and agree not to plead or claim that any of the courts identified in such clause (i) is an inconvenient forum or does not have personal jurisdiction over any party hereto. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any claim or action directly or indirectly arising out of, under or in connection with this Agreement, the Transactions or the services contemplated hereby.

The agreements set forth in this agreement may only be modified or waived by a separate writing by the Company and you that expressly modifies or waives such agreements. This agreement shall inure to the benefit of the Company and any successor in interest to the Company, as well as of any person that may acquire, after the date hereof, any subsidiary or division of the Company with respect to Evaluation Material concerning the business or affairs of such subsidiary or division. This agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. If any provision of this agreement is found to violate any applicable law, such invalidity shall not be deemed to affect any other provision hereof or the validity of the remainder of this agreement, and such invalid provision shall be deemed deleted herefrom to the minimum extent necessary to cure such violation.

If any provision of this agreement is found to violate any statute, regulation, rule, order or decree of any governmental authority, court, agency or exchange, such invalidity shall not be deemed to affect any other provision hereof or the validity of the remainder of this letter agreement, and such

invalid provision shall be deemed deleted herefrom to the minimum extent necessary to cure such violation.

This agreement shall expire two years from the date hereof.

*[Remainder of page intentionally left blank]*

Very truly yours,

STATION CASINOS LLC

By: \_\_\_\_\_  
Name:  
Title:

Accepted and agreed as of the  
date first above written:

[Prospective Buyer]

By: \_\_\_\_\_  
Name:  
Title: