

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT is made and entered into as of April 16, 2010 (as amended, supplemented or otherwise modified in accordance with the terms hereof, this “Support Agreement”, which term shall include each Exhibit annexed hereto) by each of (i) the Lenders (as defined below) from time to time party hereto (together with their permitted successors and assigns, the “Consenting Lenders”), (ii) Station Casinos, Inc. (“OpCo”, and together with its subsidiaries and affiliates set forth on Exhibit A, the “Company” (in each case, to the extent authorized by the Bankruptcy Court)), (iii) Fertitta Gaming LLC (“FG”) and (iv) Frank J. Fertitta III and Lorenzo J. Fertitta, as primary equity investors in FG (the “FG Principals”). The Company, FG, the FG Principals and the Consenting Lenders are referred to herein as the “Parties”.

WHEREAS, the Consenting Lenders are creditors of certain Debtors (as defined below) by reason of being a party to (i) the Credit Agreement dated as of November 7, 2007 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among OpCo, as borrower, certain subsidiaries of OpCo party thereto as guarantors, Deutsche Bank Trust Company Americas, as Administrative Agent, and the lenders from time to time party thereto (the “Lenders”), and (ii) the Secured Hedge Agreement (as defined in the Credit Agreement) dated as of February 12, 2008, by and between OpCo and JPMorgan Chase Bank, N.A.;

WHEREAS, OpCo and certain of its affiliates (collectively, the “Debtors”) commenced reorganization cases by filing voluntary petitions (the “Petitions”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Nevada (the “Bankruptcy Court”) (the earliest date of filing of such Petitions (i.e., July 28, 2009), the “Petition Date”, and the cases of the Debtors set forth on Exhibit B being the “OpCo Chapter 11 Cases”, and such Debtors being the “OpCo Debtors”, and the cases of the Debtors set forth on Exhibit C being the “PropCo Chapter 11 Cases”, and such Debtors being the “PropCo Debtors”, and, collectively, such cases being the “Chapter 11 Cases”);

WHEREAS, the Parties have negotiated and desire to effectuate the transactions contemplated by the restructuring term sheet annexed hereto as Exhibit D and the schedules and annexes thereto (collectively, the “Term Sheet”); and

WHEREAS, the German American Capital Corporation and JP Morgan Chase Bank, N.A. (collectively, the “Mortgage Lenders”) and FG, through a newly formed entity (the “Purchaser”), desire to acquire substantially all of the assets and assume certain specified liabilities of OpCo and certain of its subsidiaries as described in the Term Sheet, which terms are to be set forth in (x) modifications to the Chapter 11 plan of reorganization filed with the Bankruptcy Court on March 24, 2010 [Docket No. 1131] to be negotiated and which shall be in a form and contain such other terms as may be reasonably satisfactory to the Company, the Mortgage Lenders, FG and the Required Consenting Lenders (as defined below) (as so modified, the “Plan”) and (y) a Purchase & Sale Agreement to be negotiated and executed hereafter by the Purchaser and the Company, the terms and form of which shall be reasonably satisfactory to the Mortgage Lenders, FG, the Required Consenting Lenders and the Company (the “Purchase & Sale Agreement”, together with the Plan, the related disclosure statement, this Support Agreement and the Term Sheet, the “Core Restructuring Documents”).

NOW, THEREFORE, in consideration of the foregoing and the promises, mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound, agrees as follows:¹

Section 1. Term Sheet.

1.1 Support of Term Sheet.

- (a) Until the Termination Date (as defined below), the Parties, severally and not jointly, agree to support and use their respective commercially reasonable efforts to consummate the transactions contemplated under the Term Sheet and solicit acceptances for the Plan.
- (b) Until the Termination Date, the Parties, severally and not jointly, agree to use their respective commercially reasonable efforts to (v) file and/or support modifications to the Debtors' Motion for Entry of Order Establishing Bidding Procedures and Deadlines Relating to Sale Process for Substantially all of the Assets of Station Casinos, Inc. and Certain "OpCo" Subsidiaries [Docket No. 1175] (the "Bidding Procedures") in form and substance satisfactory to the Company, the Mortgage Lenders, FG and the Required Consenting Lenders, (w) file and/or support modifications to the Joint Motion Of Station Casinos, Inc. And FCP Propco, LLC Pursuant To 11 U.S.C. §§ 105(a), 363(b)(1), 365(d)(3) And 365(d)(4)(B)(ii) And Fed. R. Bankr. P. 9019 For Entry Of An Order Approving Second Amendment To Amended And Restated Master Lease Compromise Agreement [Docket No. 1179] (the "Second Amended MLCA") in form and substance satisfactory to the Company, the Mortgage Lenders, FG and the Required Consenting Lenders, (x) file and/or support modifications to the Plan and related disclosure statement (as so modified, the "Disclosure Statement"), each in form and substance satisfactory to the Company, the Mortgage Lenders, FG and the Required Consenting Lenders, with the Bankruptcy Court, (y) seek approval of the Disclosure Statement and confirmation of the Plan (including the entry of a confirmation order in form and substance satisfactory to the Company, the Required Consenting Lenders, the Mortgage Lenders and FG (the "Confirmation Order")) and (z) with respect to the Company, subject to Section 6, solicit votes to accept or reject the Plan.
- (c) Until the Termination Date, each Consenting Lender, severally and not jointly, hereby agrees to (i) take, in its sole discretion, any commercially reasonable actions in furtherance of all of the restructuring transactions contemplated by the Core Restructuring Documents, (ii) subject to Section 6, vote its claims (as defined in section 101(5) of the Bankruptcy Code) against the OpCo Debtors arising under or in connection with the Credit Agreement, as set forth on Exhibit E annexed hereto, or the Secured Hedge Agreement, inclusive of any claims

¹ With respect to OpCo and all other OpCo Debtors, such entities shall be bound by the terms of this Support Agreement only to the extent the Bankruptcy Court authorizes such entity's entry into and performance under this Support Agreement.

acquired pursuant to Section 7.1 (the “Claims”, provided that as used herein, “Claims” shall not include any claim held by a Consenting Lender in a fiduciary or similar capacity or held by any other business unit or affiliate of such Consenting Lender, unless such business unit or affiliate is or becomes a party to this Support Agreement), now or hereafter beneficially owned by such Consenting Lender or for which the Consenting Lender now or hereafter serves as the nominee, investment manager or advisor for beneficial holders, to accept the Plan and not change or withdraw (or cause to be changed or withdrawn) such vote, (iii) use its commercially reasonable efforts to support confirmation of the Plan (and not object to, or support any other person’s efforts to oppose or object to, confirmation of the Plan), (iv) use its commercially reasonable efforts to support Bankruptcy Court approval of this Support Agreement, the Bidding Procedures (as modified pursuant to Section 1.1(b) above), the Second Amended MLCA (as modified pursuant to Section 1.1(b) above), and the Debtors’ pending motion to extend its plan exclusivity period through the date of the confirmation hearing on the Plan, (v) consent to OpCo’s continued use of the Lenders’ cash collateral pursuant to the OpCo Cash Collateral Order (as defined below) and to the Administrative Agent’s entry into a further forbearance agreement with respect to OpCo’s non-debtor subsidiaries and affiliates, in each case on terms reasonably acceptable to the Required Consenting Lenders, (vi) not object to, or otherwise commence any proceeding to oppose or alter, the Core Restructuring Documents, motions filed by the Parties in connection therewith, or any other documents or agreements to be executed or implemented in connection with the Plan, or otherwise contemplated by the reorganization, each of which documents shall contain terms and be in such form as is reasonably satisfactory to the Mortgage Lenders, FG, the Company and the Required Consenting Lenders consistent in all material respects with this Support Agreement (collectively, and together with the Core Restructuring Documents, the “Restructuring Documents”), (vii) except as otherwise contemplated herein, refrain from taking any action not required by law that is inconsistent with, or that would materially delay or impede approval, confirmation or consummation of the Plan or consummation of the asset sale and assumption of liabilities to be effectuated pursuant to the Purchase & Sale Agreement and the Plan, or that is otherwise inconsistent with the express terms of the Restructuring Documents; provided that, the Required Consenting Lenders shall have the right to object to or oppose any proposed amendments, modifications or supplements to the Restructuring Documents to the extent that any such proposed amendment, modification or supplement is inconsistent with the terms and conditions of the Restructuring Documents, and to take any action from time to time to enforce their rights hereunder or thereunder, and (viii) subject to subsection 1.1(f), (A) immediately cease any and all existing activities, discussions or negotiations with any persons conducted heretofore with respect to any “Competing Transaction”² and (B) not

² “Competing Transaction” means any transaction that is conditioned or predicated on the transactions contemplated by this Support Agreement (including the terms set forth in the Term Sheet) not being completed in accordance with the terms therein, or is intended or is reasonably expected to result in such transactions not being so completed, including without limitation any alternative plan of reorganization (whether or not involving new equity ownership) under Chapter 11 of the Bankruptcy Code or liquidating plan under Chapter 7 of the Bankruptcy Code (other than a liquidating plan that does not involve the

directly or indirectly, propose, support, solicit, encourage, negotiate or participate in the formulation of, or enter into, any plan of reorganization or liquidation in the OpCo Chapter 11 Cases (other than the Plan) or any Competing Transaction.

- (d) Until the Termination Date, FG agrees to (i) take, in its sole discretion, any commercially reasonable actions in furtherance of the restructuring transactions contemplated by the Core Restructuring Documents, (ii) use its commercially reasonable efforts to support confirmation of the Plan (and not object to, or support any other person's efforts to oppose or object to, confirmation of the Plan) including seeking the entry of the Confirmation Order, (iii) not object to, or otherwise commence any proceeding to oppose or alter, the Restructuring Documents, (iv) except as otherwise contemplated herein, refrain from taking any action not required by law that is inconsistent with, or that would materially delay or impede approval, confirmation or consummation of the Plan or consummation of the asset sale and assumption of liabilities to be effectuated pursuant to the Purchase & Sale Agreement and the Plan, or that is otherwise inconsistent with the express terms of the Restructuring Documents; provided that, FG shall have the right to object to or oppose any proposed amendments, modifications or supplements to the Restructuring Documents to the extent that any such proposed amendment, modification or supplement is inconsistent with the terms and conditions of the Restructuring Documents, and to take any action from time to time to enforce its rights hereunder or thereunder, and (v) not directly or indirectly, propose, seek, support, solicit, encourage, negotiate or participate in the formulation of any plan of reorganization or liquidation in the OpCo Chapter 11 Cases (other than the Plan).
- (e) Until the Termination Date, the Company, jointly and severally, agrees to, subject to any required approval of the Bankruptcy Court, and any applicable order of the Bankruptcy Court now or hereafter entered, (i) take, in its sole discretion, any commercially reasonable actions in furtherance of all of the restructuring transactions contemplated by the Core Restructuring Documents, (ii) use its commercially reasonable efforts to file modifications to the Disclosure Statement and seek approval of the Disclosure Statement, as so modified, and file modifications to the Plan, solicit acceptances for, and support confirmation of the Plan, as so modified (and not object to, or support any other person's efforts to oppose or object to, confirmation of the Plan) including seeking the entry of the Confirmation Order, (iii) not object to, or otherwise commence any proceeding to oppose or alter, the Restructuring Documents, (iv) except as otherwise contemplated herein, refrain from taking any action not required by law that is inconsistent with, or that would materially delay or impede approval, confirmation or consummation of the Plan or consummation of the asset sale and assumption of liabilities contemplated by the Purchase & Sale Agreement, or that is otherwise inconsistent with the express terms of the Restructuring Documents; provided that, the Company shall have the right to object to or oppose any proposed amendments, modifications or supplements to the Restructuring Documents to the extent that any such proposed amendment, modification or supplement is inconsistent with the terms and conditions of the Restructuring

continuation of a substantial part of the business of OpCo and its subsidiaries (excluding FCP MezzCo. Parent, LLC and its subsidiaries) as going concerns).

Documents, and to take any action from time to time to enforce its rights thereunder, and (v) subject to subsections 1.1(f) and 7.7(d) not, directly or indirectly, propose, seek, support, solicit, encourage, negotiate or participate in the formulation of, or enter into, any plan of reorganization or liquidation in the OpCo Chapter 11 Cases (other than the Plan) or any Competing Transaction.

- (f) Until the Termination Date, except as contemplated by the Bidding Procedures, the Consenting Lenders and the Company (subject to subsection 7.7(d)) shall not, nor shall they authorize or permit any of their respective officers or other employees, controlled affiliates, or any financial advisor, attorney or other advisor or representative retained by any of them to, directly or indirectly, (i) propose, support, solicit, encourage, negotiate, or induce the making, submission or announcement of, or cooperate in any way with, agree to, assist or participate in, consider, entertain, or facilitate a Competing Transaction, (ii) furnish to any person (other than Purchaser) any non-public information relating to the Company, or afford access to the business, properties, assets, books or records of the Company to any person (other than Purchaser) or take any other action intended to assist or facilitate any inquiries or the making of any proposal that constitutes or is reasonably likely to lead to a Competing Transaction, (iii) participate or engage in discussions or negotiations with any person with respect to a Competing Transaction, or (iv) enter into any letter of intent, memorandum of understanding or other agreement or arrangement contemplating or otherwise relating to a Competing Transaction. For the avoidance of doubt, this subsection 1.1(f) shall not restrict the ability of any director, officer or other employee, agent or advisor of the Company acting for their own account (as opposed to as a director, officer or other employee, agent or advisor of the Company or its controlled affiliates) from taking any of the actions specified in clauses (i) through (iv) of this section 1.1(f).
- (g) Without limiting any other provision hereof, and in a manner consistent with the Term Sheet, and further subject to the rights, remedies and obligations of the Parties under this Support Agreement, each Party hereby agrees, severally and not jointly, to negotiate in good faith with the other Parties each of the definitive agreements and documents referenced in, or reasonably necessary or desirable to effectuate the transactions contemplated by the Restructuring Documents (collectively, and including, without limitation, definitive forms of the Core Restructuring Documents, the “Definitive Documentation”).
- (h) The FG Principals and FG agree to fund their equity commitment as specified in the Term Sheet provided that the Plan is confirmed and becomes effective, and shall deliver to the Administrative Agent an equity commitment letter in form and substance acceptable to the Required Consenting Lenders (the “Equity Commitment Letter”) by no later than April 26, 2010.

1.2 Cooperation with Asset Transfers and Non-Interference.

- (a) Cooperation Obligation. The Consenting Lenders hereby consent to the transfer of assets, free and clear of the Administrative Agent’s liens, to PropCo as provided for in the Second Amended MLCA and the Plan upon the occurrence of either (x) the effective date of the Plan or (y) the Asset Transfer Condition, whether such transfers occur pursuant to the Second Amended MLCA, the Plan

or further order of the Bankruptcy Court; provided that contemporaneous with the closing and transfer of such assets the Administrative Agent (for the benefit of the Lenders) receives (i) net cash proceeds therefor in the amount set forth in the Second Amended MLCA (if the Asset Transfer Condition occurs) or (ii) all of the consideration set forth in the Term Sheet if the Plan is confirmed and, in each case, the Texas Station lease amendments or other agreements contemplated by the Term Sheet shall be in full force and effect. Without limiting the generality of the foregoing, promptly following the Effective Date (as defined below) the Consenting Lenders shall amend the Credit Agreement to effectuate the asset transfers consented to in the preceding sentence; provided that, such amendment is in form and substance reasonably satisfactory to the Consenting Lenders and is approved by an order of the Bankruptcy Court which is in form and substance reasonably satisfactory to the Company, the Consenting Lenders and the Mortgage Lenders. Furthermore, if necessary, the Parties shall cooperate in good faith to agree upon a mutually acceptable manner of effectuating the asset transfers contemplated by the Second Amended MLCA and the Plan.

- (b) Non-Interference Obligation. In the event that the Plan is not confirmed, (x) the Consenting Lenders shall take no actions intended, tending, or that may reasonably be expected to interfere with the efforts of the Mortgage Lenders, the Debtors, FG and/or the FG Principals to seek confirmation of or consummate an alternative plan of reorganization to effectuate a reorganization of the PropCo Debtors on a stand-alone basis and without the proposed acquisition of Opco by Purchaser (other than the specified assets to be transferred under the Second Amended MLCA) and (y) the Debtors, FG and the FG Principals shall take no actions intended, tending, or that may reasonably be expected to interfere with the efforts of the Consenting Lenders to seek confirmation of or consummate an alternative plan of reorganization to effectuate a reorganization of the OpCo Debtors on a stand-alone basis and without the proposed acquisition of OpCo by the Purchaser (other than the specified assets to be transferred under the Second Amended MLCA).
- (c) Any of the following events shall constitute an “Asset Transfer Condition”:
 - (1) a person other than Purchaser is selected as the Successful Bidder pursuant to (and as defined in) the Bidding Procedures;
 - (2) the class of Lenders under the Plan does not accept the Plan and such Plan is not confirmed pursuant to section 1129(b) of the Bankruptcy Code; or
 - (3) the Plan is not confirmed and any Consenting Lender breaches a material obligation under this Support Agreement and such breach is the primary cause of the Bankruptcy Court not entering an order (a) approving the Second Amended MLCA, (b) approving the Bidding Procedures, (c) approving the Debtors’ motion to extend exclusivity, or (d) confirming the Plan.
- (d) The provisions of this Section 1.2 shall survive the termination of this Support Agreement, and shall continue and remain in full force and effect notwithstanding any such termination.

Section 2. Termination Events.

2.1 Termination Events.

The occurrence of any of the following shall be a “Termination Event”:

- (a) entry of an order by the Bankruptcy Court approving the adequacy of a disclosure statement in connection with a plan of reorganization or liquidation for the OpCo Debtors pursuant to section 1125 of the Bankruptcy Code other than the Plan;
- (b) the effective date of the Plan;
- (c) entry of an order confirming a plan of reorganization or liquidation for the OpCo Debtors other than the Plan;
- (d) three (3) business days after FG, the FG Principals and all Consenting Lenders deliver executed copies of this Support Agreement to OpCo, unless the OpCo Debtors shall have filed with the Bankruptcy Court a motion (the “Support Agreement Motion”) seeking entry of an order authorizing the OpCo Debtors to enter into and perform their obligations under or in connection with this Support Agreement prior to the expiration of such third Business Day;
- (e) unless otherwise waived by the Required Consenting Lenders, thirty (30) calendar days (or as soon thereafter as the Bankruptcy Court’s calendar permits) after the Support Agreement Motion is filed, unless the Bankruptcy Court has entered an order approving the Support Agreement Motion; provided, that any Termination Event arising under this subsection 2.1(e) shall apply only to the Company, and this Support Agreement shall otherwise remain in full force and effect, subject to the terms of this Section 2.1, with respect to all such remaining Parties;
- (f) May 31, 2010, unless prior thereto an order is entered by the Bankruptcy Court approving the Bidding Procedures, which shall be in a form and with terms reasonably satisfactory to FG, the Mortgage Lenders, the Required Consenting Lenders and the Company;
- (g) May 1, 2010, unless the Company files modifications to the Plan and the Disclosure Statement with the Bankruptcy Court, which, in each case, shall be in form and substance satisfactory to the Company, FG, the Mortgage Lenders and the Required Consenting Lenders (unless such Termination Event is waived by such Parties);
- (h) Intentionally omitted;
- (i) May 10, 2010, unless the Bankruptcy Court has entered an order approving the Second Amended MLCA, which Second Amended MLCA (and any amendments, modifications or supplements thereto) and the order approving same shall be in form and substance satisfactory to FG, the Mortgage Lenders, the Company and the Required Consenting Lenders;

- (j) June 30, 2010, unless the Bankruptcy Court has entered an order approving the Disclosure Statement for the Plan;
- (k) September 30, 2010, unless the Bankruptcy Court has entered the Confirmation Order for the Plan;
- (l) (i) 11:59 p.m. (EST) on December 31, 2010, subject to an extension of up to ninety (90) days if so elected in the sole discretion of the Purchaser (it being understood that the Purchase Price (as set forth in the Term Sheet) shall remain unchanged), unless the transactions to be set forth in the Plan and the Purchase & Sale Agreement are consummated and closed or (ii) 11:59 p.m. (EST) on any date prior to such date, if any of the conditions to the effectiveness of the Plan or the Purchase & Sale Agreement are no longer capable of being satisfied;
- (m) (i) any court of competent jurisdiction or other competent governmental or regulatory authority issues a ruling, determination, or order making illegal or otherwise restricting, preventing or prohibiting the consummation of, or enjoining any of the Parties from entering into, the transactions contemplated by the Restructuring Documents, including an order of the Bankruptcy Court denying confirmation of the Plan or any other Restructuring Document, which ruling, determination, or order (A) has been in effect for 14 days, (B) is not subject to stay, and (C) cannot be remedied to the reasonable satisfaction of the Company, FG, the Purchaser and the Required Consenting Lenders, or (ii) unless waived by the Required Consenting Lenders, the occurrence of any event that could reasonably have a material adverse effect on the ability of the appropriate Parties (A) to receive the necessary gaming and other licenses and approvals in respect of the transactions contemplated by the Plan or any other Restructuring Document or (B) to manage the OpCo assets and properties once the Plan becomes effective;
- (n) once executed, any amendment, modification or waiver to the Purchase & Sale Agreement (unless the Required Consenting Lenders, the Company, FG and the Mortgage Lenders have given their prior written consent to such amendment, modification or waiver);
- (o) once executed, the termination of the Purchase & Sale Agreement in accordance with its terms;
- (p) (i) any court of competent jurisdiction declares a material provision of this Support Agreement to be invalid or unenforceable or (ii) the Bankruptcy Court grants or orders any relief that is inconsistent with the Term Sheet, this Support Agreement or any other Restructuring Document;
- (q) the occurrence of any breach of this Support Agreement by any of the Parties (to the extent not otherwise cured or waived in accordance with the terms hereof); provided that if any Consenting Lender shall breach its obligations pursuant to this Support Agreement, the Termination Date arising as a result of such act or omission shall apply only to such Consenting Lender and this Support Agreement shall otherwise remain in full force and effect, subject to the terms of this Section 2.1, with respect to all such remaining Parties;

- (r) (i) any of the OpCo Chapter 11 Cases shall be dismissed or converted to a chapter 7 case or a chapter 11 trustee, a responsible officer, or an examiner with enlarged powers (powers beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code) shall be appointed in any of the OpCo Chapter 11 Cases or (ii) the OpCo Debtors shall have filed a motion or other request for relief seeking any such occurrences described in clause (i);
- (s) unless waived by the Required Consenting Lenders, the termination, revocation or expiration of the Equity Commitment Letter, or such commitment is otherwise maintained to no longer be in full force and effect (other than due to full performance), or such commitment shall have been modified in any manner adverse to the Required Consenting Lenders, in each case without the prior written consent of the Required Consenting Lenders;
- (t) (i) the Purchaser, FG, the FG Principals, the Mortgage Lenders or the Required Consenting Lenders publicly (A) announce an intention not to support the Plan, or (B) otherwise evidence an intention not to proceed with the transactions contemplated by the Restructuring Documents, or (ii) the Bankruptcy Court determines that the Purchaser, FG, the FG Principals, the Mortgage Lenders or the Required Consenting Lenders have breached this Support Agreement;
- (u) entry of an order or other determination of the Bankruptcy Court identifying an entity other than the Purchaser as the Successful Bidder (as defined in the Bidding Procedures) in accordance with the Bidding Procedures;
- (v) any terms or conditions of the Term Sheet or this Support Agreement are not satisfied or effectuated in accordance with the terms thereof or hereof, as the case may be;
- (w) May 5, 2010 (or such later date on which the Bankruptcy Court conducts a hearing on the Bidding Procedures), unless the Purchase & Sale Agreement has been executed by the parties thereto on or prior to such date;
- (x) unless waived by the Required Consenting Lenders, (A) any failure of the OpCo Debtors to perform all of their obligations under the OpCo Cash Collateral Order, or (B) the failure of the OpCo Cash Collateral Order to remain in effect; and
- (y) the termination of the Plan Support Agreement, dated as of March 24, 2010, by and among the Mortgage Lenders, Deutsche Bank AG, FG and the FG Principals (as amended, supplemented or otherwise modified).

2.2 Termination Event Procedures.

Upon the occurrence of a Termination Event under:

- (a) subsections 2.1 (a), (b), (c), (r), (u) or (y) of this Support Agreement, then this Support Agreement shall automatically terminate without further action;
- (b) subsection 2.1(o) of this Support Agreement, then this Support Agreement shall terminate upon written notice from the Party that has the right to terminate the Purchase & Sale Agreement in accordance with its terms; and

- (c) subsections 2.1(q) or (t) of this Support Agreement, this Support Agreement shall terminate five (5) days after the non-breaching party, or in the case of a Termination Event under subsections 2.1(d), (e), (f), (g), (i), (j), (k), (l), (m), (n), (p), (s), (v), (w) and (x) above, any Party, shall have given written notice of such breach to the breaching party or the other Party, as applicable, and such breach, as applicable, shall not have been cured during such five (5) days after receipt of such notice (the date of termination under clause (a), (b) or (c) hereof being the “Termination Date”); provided that upon the occurrence of a Termination Event under subsections 2.1(f), (g), (i), (j), (k) or (w) above, the Termination Date may be extended for a maximum period of 45 days upon the consent of the Required Consenting Lenders, FG, the FG Principals and the Company; provided, further, that written notice of the occurrence of any Termination Event under subsections 2.1(d), (e), (f), (g), (i), (j), (k) or (w) above shall be delivered within five (5) days of the occurrence of any such Termination Event.

For the avoidance of doubt, the automatic stay arising pursuant to section 362 of the Bankruptcy Code shall be deemed waived or modified for purposes of providing notice or exercising rights hereunder.

Section 3. Conditions Precedent to Support Agreement.

The obligations of the Parties and the effectiveness hereof are subject to the execution and delivery of signature pages for this Support Agreement by each of FG and the Consenting Lenders (the date upon which such conditions are satisfied, the “Effective Date”).

Section 4. Mutual Representations, Warranties and Covenants.

4.1 Power and Authority; Enforceability; Governmental Consents; No Consents or Approval.

Each Consenting Lender, severally and not jointly, represents, warrants and covenants to FG and the Company, and FG represents, warrants and covenants to each other Party and the Company,³ jointly and severally, represents, warrants and covenants to each other Party that:

- (a) (i) such Party has and shall maintain all requisite corporate, partnership, or limited liability company power and authority to enter into this Support Agreement and to carry out the transactions contemplated by, and perform its respective obligations under this Support Agreement, and (ii) the execution and delivery of this Support Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate or partnership action on its part;
- (b) this Support Agreement is the legally valid and binding obligation of it, enforceable against it in accordance with its terms, subject to Bankruptcy Court approval, in the case of the Company, except as enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws limiting creditors’

³ All representations, warranties and covenants by the Company are subject to any necessary Bankruptcy Court approvals in all respects.

rights generally or by equitable principles relating to enforceability or ruling of the Bankruptcy Court;

- (c) the execution, delivery, and performance by it of this Support Agreement does not and shall not require any registration or filing with, consent or approval of, or notice to, or other action to, with, or by, any Federal, state, or other governmental authority or regulatory body, except (i) such filings as may be necessary and/or required for disclosure by the Securities and Exchange Commission, applicable state securities or "blue sky" laws, and any filings, notices or disclosures required by the New York Stock Exchange, (ii) any filings in connection with the OpCo Chapter 11 Cases, including the approval of the Disclosure Statement and confirmation of the Plan, and (iii) in the case of the Purchaser and the Company, respectively, (A) filings of amended articles of incorporation or formation or other organizational documents with applicable state authorities, and (B) other registrations, filings, consents, approvals, notices, or other actions that are reasonably necessary to maintain permits, licenses, qualifications, and governmental approvals (including, without limitation, with respect to gaming operations) to carry on the business of the Purchaser and the Company, respectively; and
- (d) except as expressly provided in this Support Agreement, no consent or approval is required by any other entity in order for such Party to carry out the provisions of the Term Sheet or the contemplated Core Restructuring Documents.

The Company, jointly and severally, represents and warrants to each other Party that the consent or approval of a third party is required for any other subsidiary or affiliate of OpCo that is not set forth on Exhibit A hereto to become a party hereto.

4.2 Ownership.

Each Consenting Lender, severally and not jointly, represents, warrants and covenants to the Purchaser and the Company that (i) such Party is the legal owner of Claims in the amount identified on Exhibit "E" hereto, and has and shall maintain the power and authority to bind the legal and beneficial owner(s) of such Claims to the terms of this Support Agreement, (ii) such Consenting Lender (a) has and shall maintain full power and authority to vote on and consent to or (b) has received direction from the party having full power and authority to vote on and consent to such matters concerning its share of the Claims and to exchange, assign and transfer such Claims, and (iii) other than pursuant to this Support Agreement, such Claims are and shall continue to be free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal or other limitation on disposition, or encumbrances of any kind, that would adversely affect in any way such Consenting Lender's performance of its obligations contained in this Support Agreement at the time such obligations are required to be performed. For the avoidance of doubt, each Party acknowledges and agrees that in no event shall the amount of the Claims held by any Consenting Lender be disclosed in any public filing, announcement or similar document or communication made by such Party (and that, to the extent this Support Agreement is filed publicly or is attached to a public filing made by any Party, the amount of Claims held by each Consenting Lender as set forth on Exhibit E hereto shall be redacted), unless (i) such disclosure is required by law, rule, regulation or legal or judicial process or (ii) such Party has received the prior written consent of such Consenting Lender.

Section 5. Limitation on Damages.

The Parties agree that, for so long as a Party has not contested the enforceability of this Support Agreement (including, without limitation, alleging in any pleading that this Support Agreement is unenforceable), and has taken such actions as are reasonably required or desirable for the enforcement hereof, then such Party shall have no liability for damages hereunder in the event a court determines that this Support Agreement, or any material provision hereof, is not enforceable.

All rights, powers and remedies provided under this Support Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such Party. Nothing herein shall be deemed to limit the rights, remedies and privileges provided under any other Restructuring Document or the order approving the Bidding Procedures.

Section 6. Acknowledgement.

The Term Sheet and the transactions contemplated therein are the product of negotiations among the Parties, together with their respective representatives. This Support Agreement is not, and shall not be deemed to be, a solicitation of votes for the acceptance of the Plan or any plan of reorganization for the purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise. Neither the Purchaser and the Administrative Agent nor the Company, as applicable, will solicit acceptances of the Plan from any Consenting Lender until such Consenting Lender has been provided with copies of a Disclosure Statement containing “adequate information,” as required by section 1125 of the Bankruptcy Code, which is approved by the Bankruptcy Court. In addition, this Support Agreement does not constitute an offer to issue or sell securities to any person, or the solicitation of an offer to acquire or buy securities, in any jurisdiction where such offer or solicitation would be unlawful.

Section 7. Miscellaneous Terms.**7.1 Assignment; Transfer Restrictions.**

- (a) Each Consenting Lender hereby agrees, severally and not jointly, for so long as this Support Agreement shall remain in effect as to it, not to, directly or indirectly, sell, assign, transfer, pledge, hypothecate, grant an option on, or otherwise dispose of any Claim that is subject to the terms hereof, including as set forth in Exhibit E, or power to vote any such Claim, unless the transferee thereof executes and delivers a Lender Joinder (as defined in subsection 7.1(c) below) to the Administrative Agent at least two (2) business days prior to the relevant transfer. Thereafter, such transferee shall be deemed to be a Consenting Lender for purposes of this Support Agreement. The Company shall acknowledge such transfer in writing within two (2) business days of their having received notice of such transfer (with the amount of the Claim transferred to the Joining Lender Party having been redacted from any such transfer notice) and provide a copy of such acknowledgement to the Administrative Agent. By providing such writing, the Company shall be deemed to have acknowledged their obligations to such transferee.

- (b) Any sale, transfer or assignment of any Claim, or power to vote a Claim, that does not comply with the procedures set forth in subsection 7.1(a) above shall be deemed void *ab initio*.
- (c) Any person that receives or acquires a portion of the Claims pursuant to a sale, assignment, transfer, pledge, hypothecation, grant of an option on, or other disposition of such Claims by a Consenting Lender hereby agrees to be bound by all of the terms of this Support Agreement (as the same may be hereafter amended, restated or otherwise modified from time to time) (a “Joining Lender Party”) by executing and delivering a joinder in the form of Exhibit F annexed hereto (the “Lender Joinder”). The Joining Lender Party shall thereafter be deemed to be a “Consenting Lender” and a party for all purposes under this Support Agreement.
- (d) With respect to the Claims held by the Joining Lender Party upon consummation of the sale, assignment, transfer, pledge, hypothecation, grant of an option on, or other disposition of such Claims, the Joining Lender Party hereby makes the representations and warranties of the Consenting Lenders set forth in Section 4 and the acknowledgment in Section 6 to each of the other Parties to this Support Agreement as of the date such Lender Joinder is executed.
- (e) This Support Agreement shall in no way be construed to preclude any Consenting Lender from acquiring additional Claims; provided that any additional Claims shall automatically be deemed to be subject to the terms of this Support Agreement upon the Consenting Lender’s acquisition of such additional Claims. Notwithstanding the foregoing provisions of this Section 7.1, any Consenting Lender may, at any time and without notice to or consent from any other party, pledge or grant a security interest in all or any portion of its rights (including, without limitation, rights to payment of interest and repayment of principal) under the Credit Agreement in order to secure obligations of such Consenting Lender to a Federal Reserve Bank; provided that no such pledge or grant of a security interest shall release such Consenting Lender from any of its obligations hereunder or substitute any such pledgee or grantee for such Consenting Lender as a party hereto.

7.2 No Third Party Beneficiaries.

This Support Agreement shall be solely for the benefit of the Parties. No other person or entity shall be a third party beneficiary.

7.3 Entire Agreement.

This Support Agreement, including exhibits and annexes, constitutes the entire agreement of the Parties with respect to the subject matter of this Support Agreement, and supersedes all other prior negotiations, agreements, and understandings, whether written or oral, among such Parties with respect to the subject matter of this Support Agreement; provided, however, that any confidentiality agreement executed by any Party shall survive this Support Agreement and shall continue in full force and effect, subject to the terms thereof.

7.4 Counterparts.

This Support Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Delivery of an executed signature page of this Support Agreement by facsimile transmission or electronic mail shall be effective as delivery of a manually executed counterpart hereof.

7.5 Administrative Agent's Indemnity.

Each Consenting Lender hereby reaffirms and ratifies its obligation to indemnify and hold harmless the Administrative Agent pursuant to, and subject to the terms and conditions of, section 9.07 of the Credit Agreement (the "Administrative Agent's Indemnity"), and acknowledges and agrees that the Administrative Agent's Indemnity (subject to the terms and conditions thereof) shall apply to any and all acts or omissions of the Administrative Agent taken or omitted to be taken pursuant to, arising out of, in connection with or with respect to this Support Agreement or any of the other Restructuring Documents.

7.6 Continued Banking Practices.

Notwithstanding anything herein to the contrary, each Consenting Lender and its affiliates may accept deposits from, lend money to, and generally engage in any kind of banking, investment banking, trust or other business with, or provide debt financing, equity capital or other services (including financial advisory services) to the Company or any affiliate of the Company, the Purchaser or any affiliate of the Purchaser or any other person, including, but not limited to, any person proposing or entering into a transaction related to or involving the Purchaser or any affiliate thereof or the Company or any affiliate thereof.

7.7 Reservation of Rights.

- (a) Except as expressly provided in this Support Agreement, nothing herein is intended to, does or shall be deemed in any manner to waive, limit, impair or restrict the ability of each of the Consenting Lenders to protect and preserve its rights, remedies and interests, including, but not limited to, all of their rights and remedies under the Credit Agreement and related Loan Documents (including, without limitation, the Secured Hedge Agreement), the OpCo Cash Collateral Order,⁴ and applicable law, including, without limitation, the right to credit bid up to the full amount of the Lenders' Claims under the Credit Agreement (subject to the terms of the Bidding Procedures and the Second Amended MLCA), any such rights and remedies relating to Defaults or other events that may have occurred prior to the execution of this Support Agreement, any and all of its claims and causes of action against any of the Debtors, any liens or security

⁴ "OpCo Cash Collateral Order" means the Final Order Pursuant To 11 U.S.C. §§ 105, 361, 362, 363, 364 and 552 and Fed. R. Bankr. P. Rule 4001(B), (C) and (D) (i) Authorizing the Debtors to (A) Use Cash Collateral; (B) Obtain Unsecured, Subordinated Post-Petition Financing; (C) Make Loans to Non-Debtor Subsidiaries, (ii) Granting Adequate Protection to Prepetition Secured Parties, and (iii) Granting Related Relief, entered on October 13, 2009 [Docket No. 481].

interests it may have in any assets of any of the Debtors or any third parties, or its full participation in the Chapter 11 Cases.

- (b) Without limiting subsection 7.7(a) above in any way, if the transactions contemplated by the Restructuring Documents are not consummated as provided herein or if a Termination Date occurs, then (i) the Purchaser and each other party thereto fully reserves any and all of its rights, remedies and interests under any transaction document executed in connection with the Restructuring Documents, applicable law and in equity, and (ii) the Administrative Agent and the Consenting Lenders each fully reserve any and all of their respective rights, remedies and interests under the Loan Documents, any transaction document executed in connection with the Restructuring Documents, applicable law and in equity.
- (c) Notwithstanding anything herein to the contrary, the Parties acknowledge that the support of any Consenting Lender contained in this Support Agreement relates solely to such Consenting Lender's rights and obligations as a Consenting Lender under the Credit Agreement and the Secured Hedge Agreement, and does not bind such Consenting Lender or its affiliates with respect to any other indebtedness owed by OpCo or any of its subsidiaries and affiliates to such Consenting Lender or any affiliate of such Consenting Lender (for the avoidance of doubt, if the Consenting Lender is specified on the relevant signature page as a particular group or business within an entity, "Consenting Lender" shall mean such group or business and shall not mean the entity or its affiliates, or any other desk or business thereof, or any third party funds advised thereby). For purposes of this Support Agreement, "Consenting Lender" shall not include (i) German American Capital Corporation and JPMorgan Chase Bank, N.A. (in their capacity as Mortgage Lenders), (ii) a Consenting Lender acting in a fiduciary or similar capacity and (iii) a holder of Claims signatory hereto in its capacity or to the extent of its holdings as a public-side broker, dealer or market maker of Loans under the Credit Agreement or any other claim against or security in OpCo.
- (d) Nothing in this Support Agreement shall prevent or limit the Company or any of the entities falling within the definition of the Company or any of their respective directors or officers from fulfilling any applicable fiduciary duties to its stakeholders or, with respect to any Debtor, its estate.
- (e) Nothing in this Support Agreement shall prevent or limit either of the FG Principals from fulfilling his fiduciary duties to the OpCo Debtors by voting or taking other actions in his capacity as a director or officer of the OpCo Debtors; provided, however, if any such votes or actions result in a breach of any material covenant of this Support Agreement, then each Consenting Lender shall have the right to terminate this Support Agreement as its sole and exclusive remedy for such breach.
- (f) This Support Agreement, the Plan and the Term Sheet are part of a proposed settlement of a dispute between the Parties. Nothing herein shall be deemed an admission of any kind. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, this Support Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other

than a proceeding to enforce the terms of this Support Agreement. None of the Parties hereto shall be liable, on any theory of liability, for any special, indirect, consequential or punitive damages on any claim (whether founded in contract, tort, legal duty or any other theory of liability) arising from or related in any manner to this Support Agreement or the negotiation, execution, administration, performance, breach, or enforcement of this Support Agreement or the instruments and agreements evidencing, governing or relating to the Plan contemplated hereby or any amendment thereto or the consummation of, or any failure to consummate, the Plan or any act, omission, breach or wrongful conduct in any manner related hereto.

7.8 Governing Law; Waiver of Jury Trial.

- (a) The Parties waive all rights to trial by jury in any jurisdiction in any action, suit, or proceeding brought to resolve any dispute between the Parties for any claim pursuant to this Support Agreement, whether sounding in contract, tort or otherwise.
- (b) This Support Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflicts of law provision which would require the application of the law of any other jurisdiction, and, to the extent applicable, the Bankruptcy Code. By execution and delivery of this Support Agreement, each of the Parties hereby irrevocably accepts and submits itself to the non-exclusive general jurisdiction of the Bankruptcy Court.

7.9 Successors.

This Support Agreement is intended to bind the Parties and inure to the benefit of the Consenting Lenders, the Company, FG and the FG Principals and each of their respective successors, assigns, heirs, executors, administrators and representatives; provided, however, that nothing contained in this Section 7.9 shall be deemed to permit any transfer, tender, vote or consent, of any Claims other than in accordance with the terms of this Support Agreement.

7.10 Acknowledgment of Counsel.

Each of the Parties acknowledges that it has been represented by counsel (or had the opportunity to and waived its right to do so) in connection with the Term Sheet and this Support Agreement and the transactions contemplated by the Term Sheet and this Support Agreement. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of the Term Sheet and this Support Agreement and to the effectuation of the transactions contemplated by the Term Sheet and this Support Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived. The provisions of the Term Sheet and this Support Agreement shall be interpreted in a reasonable manner to affect the intent of the parties hereto. No Party shall have any term or provision construed against such Party solely by reason of such Party having drafted the same.

7.11 Amendments, Modifications, Waivers.

This Support Agreement and the Core Restructuring Documents may only be modified, amended or supplemented, and any of the terms thereof may only be waived, by an agreement in

writing signed by each of the Company, FG, the FG Principals and the Required Consenting Lenders; provided that if the modification, amendment, supplement or waiver at issue adversely impacts the treatment or rights of any Consenting Lender differently than other Consenting Lenders, the agreement in writing of such Consenting Lender whose treatment or rights are adversely impacted in a different manner than other Consenting Lenders shall also be required for such modification, amendment, supplement, or waiver to be effective. "Required Consenting Lenders" shall mean three or more Consenting Lenders holding greater than 66.6% of the aggregate Claims (without including in such determination the termination value of any Secured Hedge Agreement prior to its termination; provided that, all obligations under the Secured Hedge Agreement (whether or not terminated) remain *pari passu* with all other Prepetition Obligations (as defined in the OpCo Cash Collateral Order)) held by all Consenting Lenders (it being agreed that this definition may not be modified, amended or supplemented, or any of its terms waived, without the prior written consent of each Consenting Lender).

7.12 Severability of Provisions.

If any provision of this Support Agreement for any reason is held to be invalid, illegal or unenforceable in any respect, that provision shall not affect the validity, legality or enforceability of any other provision of this Support Agreement.

7.13 Cooperation.

The Company and its officers, employees, agents, attorneys and advisors (i) shall use commercially reasonable efforts to effectuate the transactions contemplated by this Support Agreement and the Term Sheet pursuant to the Core Restructuring Documents, including, without limitation, to encourage and facilitate the negotiation, documentation, and consummation of the sale of the OpCo assets to any Successful Bidder, including, without limitation, by providing all information reasonably required by any Successful Bidder to complete due diligence, including confirmatory legal and accounting due diligence, to consummate the acquisition of the OpCo assets, provided that unless otherwise ordered by the Bankruptcy Court, the Company shall not be obligated to provide information that in the opinion of the Company's outside counsel, would violate applicable law, including, but not limited to, the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and other applicable antitrust laws, (ii) shall not act (or omit to act) in a manner inconsistent with the foregoing and (iii) shall take all steps and/or other actions that are necessary or appropriate to achieve an orderly and business like transition of the OpCo assets to any Successful Bidder. The provisions of this Section 7.13 shall survive the termination of this Support Agreement, and shall continue and remain in full force and effect notwithstanding any such termination.

7.14 Notices.

All notices and other communications required or permitted hereunder shall be in writing and shall be deemed given when: (a) delivered personally or by overnight courier to the following address of the other Party hereto; or (b) sent by fax to the following fax number of the other Party hereto with the confirmatory copy delivered by overnight courier to the address of such Party listed below.

If to the Company, to:

Station Casinos, Inc.
1505 S. Pavilion Center Drive

Las Vegas, Nevada 89135
Attention: Richard J. Haskins
Facsimile No.: (702) 495-3310

with a copy to (which shall constitute notice) to:

Milbank, Tweed, Hadley & McCloy LLP
601 South Figueroa Street, 30th Floor
Los Angeles, California 90017
Attention: Paul S. Aronzon, Esq.
Facsimile No.: (213) 629-5063

If to FG or the FG Principals, to:

Fertitta Gaming LLC
1505 South Pavilion Center Drive
Las Vegas, NV 89135
Attention: Frank Fertitta
Facsimile No.:

with a copy (which shall constitute notice) to:

Munger Tolles & Olson LLP
335 South Grand Avenue, 35th Floor
Los Angeles, CA 90071-1560
Attention: Thomas B. Walper, Esq.
Facsimile No.: 213-687-3702

with a courtesy copy to:

Counsel to the Lenders to the PropCo Debtors:

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Attn: Larry J. Nyhan and Jeffrey E. Bjork
Facsimile No.: (312) 853-7036

If to any Consenting Lender, the address set forth on its signature page.

If to the Administrative Agent, to:

Deutsche Bank Trust Company Americas
60 Wall Street
New York, New York 10005
Attention: Mark Cohen
David Crescenzi
Michael Meagher

Facsimile No.: (212) 797-5695

with a copy to (for informational purposes only)

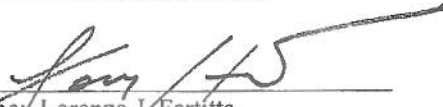
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
Attention : Sandy Qusba, Esq.
Elisha D. Graff, Esq.
Facsimile No.: (212) 455-2502

[SIGNATURE PAGES FOLLOW]

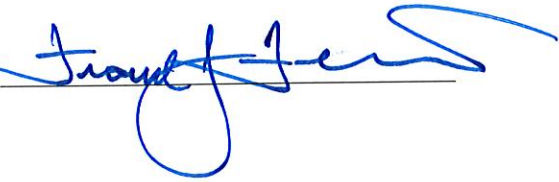
Please sign in the space provided below to indicate your agreement and consent to the terms hereof.

Very truly yours,

FERTITTA GAMING LLC

By: 
Name: Lorenzo J. Fertitta
Title: Manager

FRANK J. FERTITTA III

By: 

LORENZO J. FERTITTA

By: 

STATION CASINOS, INC.

a Nevada corporation

By: 

Name: Thomas M. Friel

Title: Executive Vice President, Chief
Accounting Officer & Treasurer


ALIANTE STATION, LLC
BOULDER STATION, INC.
CENTERLINE HOLDINGS, LLC
CHARLESTON STATION, LLC
FIESTA STATION, INC.
FRESNO LAND ACQUISITIONS, LLC
GOLD RUSH STATION, LLC
GV RANCH STATION, INC.
LAKE MEAD STATION, INC.
LML STATION, LLC
MAGIC STAR STATION, LLC
PALACE STATION HOTEL & CASINO, INC.
RANCHO STATION, LLC
SANTA FE STATION, INC.
STATION HOLDINGS, INC.
STN AVIATION, INC.
SUNSET STATION, INC.
TEXAS STATION, LLC
TROPICANA STATION, INC.
TROPICANA STATION, LLC

By: 

Name: Thomas M. Friel

Title: Senior Vice President and Treasurer

SC BUTTE DEVELOPMENT, LLC
SC BUTTE MANAGEMENT, LLC
SC MADERA DEVELOPMENT, LLC
SC MADERA MANAGEMENT, LLC
SC SONOMA DEVELOPMENT, LLC
SC SONOMA MANAGEMENT, LLC
STATION CALIFORNIA, LLC
STATION DEVELOPMENT, LLC

By: 
Name: Thomas M. Friel
Title: Authorized Signatory

RIVER CENTRAL, LLC,
a Nevada limited liability company

By: Station Casinos, Inc., a Nevada corporation, its Manager

By: 

Name: Thomas M. Friel

Title: Executive Vice President, Chief
Accounting Officer & Treasurer

STATION CONSTRUCTION, LLC,
a Nevada limited liability company

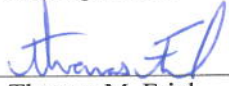
By: Station Casinos, Inc., a Nevada corporation, its Sole
Member

By: 

Name: Thomas M. Friel

Title: Executive Vice President, Chief
Accounting Officer & Treasurer

PAST ENTERPRISES, INC.,
an Arizona corporation

By: 
Name: Thomas M. Friel
Title: President and Treasurer

SONOMA LAND HOLDINGS, LLC

By: 

Name: Thomas M. Friel

Title: President, Chief Financial Officer &
Treasurer

AUBURN DEVELOPMENT, LLC

By: Thomas Friel
Name: Thomas Friel
Title: Authorized Signatory

CV HOLDCO, LLC

By: Thomas Friel
Name: Thomas Friel
Title: Authorized Signatory

CV PROPCO, LLC

By: Thomas Friel
Name: Thomas Friel
Title: Authorized Signatory

DURANGO STATION, INC.

By: Thomas Friel
Name: Thomas Friel
Title: SVP & Treasurer

GREEN VALLEY STATION, INC.

By: Thomas Friel
Name: Thomas Friel
Title: SVP & Treasurer

INSPIRADA STATION, LLC

By: Thomas Friel
Name: Thomas Friel
Title: Authorized Signatory

NORTHERN NV ACQUISITIONS, LLC

By: Thomas Friel
Name: Thomas Friel
Title: Treasurer

PALMS STATION, LLC

By: Thomas Friel
Name: Thomas Friel
Title: SVP+Treasurer

RENO LAND HOLDINGS, LLC

By: Thomas Friel
Name: Thomas Friel
Title: Authorized Signatory

SC DURANGO DEVELOPMENT, LLC

By: Thomas Friel
Name: Thomas Friel
Title: Authorized Signatory

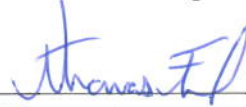
SC MICHIGAN, LLC

By: Thomas Friel
Name: Thomas Friel
Title: Authorized Signatory

SC RANCHO DEVELOPMENT, LLC

By: Thomas Friel
Name: Thomas Friel
Title: SVP+Treasurer


SONOMA LAND ACQUISITION COMPANY, LLC

By: 
Name: Thomas Friel
Title: President, CFO+Treasurer


TROPICANA ACQUISITIONS, LLC

By: 
Name: Thomas Friel
Title: Authorized Signatory

VISTA HOLDINGS, LLC

By: 
Name: Thomas Friel
Title: Authorized Signatory

**BANK OF SCOTLAND PLC, as a Consenting
Lender**

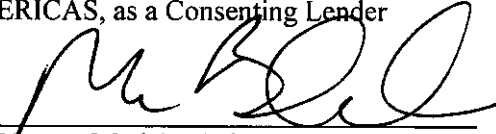
By: 
Name: Julia R. Franklin
Title: Assistant Vice President,
Loan Documentation

**Notice Addresses: Bank of Scotland plc
865 South Figueroa Street
Suite 2690
Los Angeles, CA 90017
Attn: Alex Wilson**


and

**Bank of Scotland plc
1095 Ave. of the Americas
35th Floor
New York, NY 10036
Attn: Julia R. Franklin**

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as a Consenting Lender

By: 

Name: Mark B. Cohen
Title: Managing Director

By: 

Name: David Crescenzi
Title: Managing Director

Notice Address: 60 Wall Street, 43rd Floor
New York, NY 10005

JPMORGAN CHASE BANK, N.A., as a Consenting
Lender

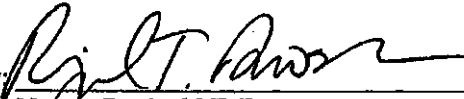
By: 

Name: Marc E. Costantino

Title: Executive Director

Notice Address: 383 Madison Avenue
24th Floor
New York, NY 10179

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association, as a Consenting Lender

By: 
Name: Reginald T. Dawson
Title: Managing Director

Notice Address: 171 17th Street N.W.
Mail Code G0128-030
Atlanta, GA 30363

[SIGNATURE PAGE – OPCO SUPPORT AGREEMENT]