

STATION CASINOS INC  
Form 10-K/A  
April 30, 2009

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**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 20549

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**FORM 10-K/A**  
**Amendment No. 1**

(Mark  
One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES  
EXCHANGE ACT OF 1934

for the fiscal year ended December 31, 2008

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

for the transition period from \_\_\_\_\_ to \_\_\_\_\_.  
Commission file number 000-21640

**STATION CASINOS, INC.**

(Exact name of registrant as specified in its charter)

**Nevada**  
(State or other jurisdiction of  
incorporation or organization)

**88-0136443**  
(I.R.S. Employer Identification No.)

**1505 South Pavilion Center Drive, Las Vegas, Nevada 89135**

(Address of principal executive offices, Zip Code)

Registrant's telephone number, including area code: **(702) 495-3000**

Securities registered pursuant to Section 12(b) of the Act: **None**

Securities registered pursuant to Section 12(g) of the Act: **Common Stock, \$0.01 par value**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

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Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to the Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer   
(Do not check if a smaller reporting  
company)

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes  No

The aggregate market value of the voting common stock held by non-affiliates (all other persons other than executive officers or directors) of the registrant as of June 30, 2008 was \$0. There is no established public trading market for the common stock of the registrant.

As of January 31, 2009, there were 41.7 shares outstanding of the registrant's voting common stock and 41,674,838 shares outstanding of the registrant's non-voting common stock. The issued and outstanding equity securities of the registrant are not publicly traded and are all owned by FCP Holding, Inc., Fertitta Partners LLC and FCP VoteCo LLC.

### Documents Incorporated by Reference

None.

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**EXPLANATORY NOTE**

The registrant filed with the Securities and Exchange Commission (the "SEC") an Annual Report on Form 10-K for the year ended December 31, 2008 ("Form 10-K") on March 31, 2009, pursuant to which it incorporated by reference the information required by Part III thereof as an amendment to such Form 10-K to be subsequently filed with the SEC. Accordingly, Part III, Items 10 through 14, on the Form 10-K are hereby amended along with the cover page. In addition, as required by Rule 12b-15 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), new certifications by our principal executive officer and principal financial officer are being filed or furnished as exhibits to this Amendment No. 1 on Form 10-K/A under Item 15 hereof.

No attempt has been made in this Amendment No. 1 on Form 10-K/A to modify or update the other disclosures presented in the Form 10-K. This Amendment No. 1 on Form 10-K/A does not reflect events occurring after the filing of the Form 10-K or modify or update those disclosures. Accordingly, this Amendment No. 1 on Form 10-K/A should be read in conjunction with the Form 10-K and our other filings with the SEC.

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**PART III**

**MERGER**

On November 7, 2007, the Company completed its merger (the "Merger") with FCP Acquisition Sub, a Nevada corporation ("Merger Sub"), pursuant to which Merger Sub merged with and into the Company with the Company continuing as the surviving corporation. The Merger was completed pursuant to the Agreement and Plan of Merger, dated as of February 23, 2007 and amended as of May 4, 2007, among the Company, Fertitta Colony Partners LLC, a Nevada limited liability company ("FCP"), and Merger Sub.

As a result of the Merger, approximately 24.1% of the issued and outstanding shares of non-voting common stock of the Company are owned by Fertitta Partners LLC, a Nevada limited liability company ("Fertitta Partners"), which is owned by affiliates of Frank J. Fertitta III, Chairman and Chief Executive Officer of Station, affiliates of Lorenzo J. Fertitta, Vice Chairman and President of Station, affiliates of Blake L. Sartini and Delise F. Sartini, and certain officers and other members of management of the Company. The remaining 75.9% of the issued and outstanding shares of non-voting common stock of the Company are owned by FCP Holding, Inc., a Nevada corporation ("FCP HoldCo") and a wholly-owned subsidiary of FCP. FCP is owned by an affiliate of Colony Capital, LLC ("Colony") and affiliates of Frank J. Fertitta III and Lorenzo J. Fertitta. Substantially simultaneously with the consummation of the Merger, all of the shares of voting common stock of Station were issued for nominal consideration to FCP VoteCo LLC, a Nevada limited liability company ("FCP VoteCo"), which is owned by Frank J. Fertitta III, Lorenzo J. Fertitta and Thomas J. Barrack, Jr., Chairman and Chief Executive Officer of Colony.

At the effective time of the Merger, each outstanding share of the Company's common stock, including any rights associated therewith (other than shares of the Company's common stock owned by FCP, Merger Sub, FCP HoldCo, Fertitta Partners or any wholly-owned subsidiary of the Company or shares of common stock held in treasury by the Company) was cancelled and converted into the right to receive \$90.00 in cash, without interest. As a result of the Merger and the related transactions, all of the shares of capital stock are owned by FCP HoldCo, Fertitta Partners and FCP VoteCo. The Company's common stock ceased trading on the New York Stock Exchange at market close on November 7, 2007, and is no longer listed on any exchange or quotation system. The Company's voting common stock is registered pursuant to Section 12(g) of the Securities Exchange Act of 1934, as amended.

**ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

**DIRECTORS AND EXECUTIVE OFFICERS**

The Company's Amended and Restated Bylaws require that the number of directors on the Board of Directors be not less than one nor more than ten. Currently, the Board of Directors has fixed the number of directors at five. All directors hold their positions until their terms expire and until their respective successors are elected and qualified. Executive officers are elected by and serve at the discretion of the Board of Directors.

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The following table sets forth the directors and executive officers of the Company as of March 31, 2009 and provides their respective ages and positions with the Company.

Name	Age	Position
Frank J. Fertitta III (*)	47	Chairman of the Board, Chief Executive Officer and President
Thomas M. Friel	45	Executive Vice President, Chief Accounting Officer and Treasurer
Richard J. Haskins	45	Executive Vice President, General Counsel and Secretary
Kevin L. Kelley (**)	51	Executive Vice President and Chief Operating Officer
Scott M Nielson	51	Executive Vice President and Chief Development Officer
Lorenzo J. Fertitta (*)	40	Vice Chairman of the Board
Thomas J. Barrack, Jr.	61	Director
Jonathan H. Grunzweig	45	Director
James E. Nave, D.V.M.	64	Director

(\*) Frank J. Fertitta III and Lorenzo J. Fertitta are brothers.

(\*\*) Kevin L. Kelley is Frank J. Fertitta III's brother-in-law.

Set forth below is a description of the backgrounds, including business experience, for each of our directors and executive officers as of December 31, 2008.

**Frank J. Fertitta III.** Mr. Fertitta has served as Chairman of the Board of the Company since February 1993, Chief Executive Officer since July 1992 and President since July 2008. Mr. Fertitta also served as President of the Company from 1989 until July 2000. He has held senior management positions since 1985, when he was named General Manager of Palace Station. He was elected a director of the Company in 1986, at which time he was also appointed Executive Vice President and Chief Operating Officer. Mr. Fertitta is a co-owner of Zuffa, LLC which is the parent company of the Ultimate Fighting Championship.

**Thomas M. Friel.** Mr. Friel was appointed Executive Vice President, Chief Accounting Officer and Treasurer of the Company in March 2007. He served as Vice President of Finance and Corporate Controller from July 1999 to March 2007. Mr. Friel is a Certified Public Accountant. He is a member of the Board of Directors of Big Brothers and Big Sisters of Southern Nevada.

**Richard J. Haskins.** Mr. Haskins was appointed Executive Vice President and Secretary of the Company in July 2004 and has served as General Counsel of the Company since April 2002. He previously served as Assistant Secretary from September 2003 to July 2004, as Vice President and Associate General Counsel from November 1998 to March 2002 and as General Counsel of Midwest Operations from November 1995 to October 1998. Mr. Haskins is a member of the American Bar Association, Kansas Bar Association, Missouri Bar Association and Nevada Bar Association.

**Kevin L. Kelley.** Mr. Kelley became Executive Vice President and Chief Operating Officer of the Company on January 7, 2008. He was previously employed as Senior Vice President for Las Vegas Sands Corp. From January 2003 to May 2006, he served as President and Chief Operating Officer of Hard Rock Hotel, Inc. Prior to joining Hard Rock Hotel, Inc., Mr. Kelley served the Company in various capacities from August 1993 to January 2003, most recently as President of Westside Operations, where he oversaw all operations of the Company's five west side properties.

**Scott M Nielson.** Mr. Nielson was appointed Chief Development Officer of the Company in July 2004 and has been an Executive Vice President of the Company since June 1994. He served as Chief Legal Officer from March 2002 to July 2004 and General Counsel from 1991 to March 2002. In 1992, he was appointed Secretary of the Company and served in that position until July 2004. From 1991 through June 1994, he served as Vice President of the Company. From 1986 to 1991, Mr. Nielson was in private

legal practice as a partner in the Las Vegas firm of Schreck, Jones, Bernhard, Woloson & Godfrey (now Brownstein Hyatt Farber Schreck, LLP), where he specialized in gaming law and land use planning and zoning. Mr. Nielson is a member of the American Bar Association, the Nevada Bar Association and the International Association of Gaming Attorneys.

**Lorenzo J. Fertitta.** Mr. Fertitta was appointed Vice Chairman of the Board of the Company in December 2003 and has served as a director since 1991. Mr. Fertitta also served as President of the Company from July 2000 until June 30, 2008. Mr. Fertitta is a co-owner of Zuffa, LLC which is the parent company of the Ultimate Fighting Championship and has served as its chairman and chief executive officer since June 2008. From 1991 to 1993, he served as Vice President of the Company. Mr. Fertitta served as President and Chief Executive Officer of Fertitta Enterprises, Inc. from June 1993 to July 2000, where he was responsible for managing an investment portfolio consisting of marketable securities and real property. Mr. Fertitta is currently a member of the Board of Directors of the Nevada Resort Association. Mr. Fertitta served as a director of the American Gaming Association from December 2005 to May 2008 and as a commissioner on the Nevada State Athletic Commission from November 1996 until July 2000.

**Thomas J. Barrack, Jr.** Mr. Barrack was appointed to the Board of Directors in connection with the Merger on November 7, 2007. Mr. Barrack is the Founder, Chairman and Chief Executive Officer of Colony Capital, LLC. Colony Capital, LLC is the sole managing member of Colony Capital Acquisitions, LLC. During the past five years, Mr. Barrack has, in such positions, provided overall strategic and investment direction and leadership to Colony Capital, LLC and its affiliates.

**Jonathan H. Grunzweig.** Mr. Grunzweig was appointed to the Board of Directors on December 19, 2007. He is currently a member of the Audit Committee. Mr. Grunzweig is a Principal and the Chief Investment Officer of Colony Capital, LLC. Prior to joining Colony Capital, LLC in 1999, Mr. Grunzweig was a Partner with the law firm of Skadden, Arps, Slate, Meagher & Flom LLP, where he specialized in corporate finance and mergers and acquisitions. Mr. Grunzweig also served as General Counsel for Colony Capital, LLC's global investment program for a period of time prior to a two-year relocation to London for Colony Capital, LLC.

**James E. Nave, D.V.M.** Dr. Nave was appointed to the Board of Directors on December 19, 2007. Dr. Nave had served as a director of the Company from March 2001 until November 7, 2007 at which time he voluntarily resigned from the Board of Directors upon the consummation of the Merger. During that period, he was the Chairman of the Audit Committee and served on the Governance and Compensation Committee. He is currently a member of the Audit Committee. Dr. Nave has been an owner of the Tropicana Animal Hospital since 1974 and has been the owner and manager of multiple veterinary hospitals since 1976. Dr. Nave has also served on the Board of Directors of Bank West of Nevada since 1994, where he also serves as Chairman of the Site Committee. Dr. Nave has served on the Board of Directors of Western Alliance Bancorporation since 2003, where he also serves as a member of the Audit and Compensation Committees. Dr. Nave is also the Globalization Liaison Agent for Education and Licensing for the American Veterinary Medical Association and was the Chairperson of the National Commission for Veterinary Economics Issues from 2001 through July 2007. In addition, Dr. Nave is a member and past President of the Nevada Veterinary Medical Association, the Western Veterinary Conference and the American Veterinary Medical Association. He is also a member of the Clark County Veterinary Medical Association, the National Academy of Practitioners, the American Animal Hospital Association and the Executive Board of the World Veterinary Association. Dr. Nave was a member of the University of Missouri, College of Veterinary Medicine Development Committee from 1984 to 1992. He was also a member of the Nevada State Athletic Commission from 1988 to 1999 and served as its chairman from 1989 to 1992 and from 1994 to 1996.

**SECTION 16(A) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE**

Section 16(a) of the Exchange Act requires the Company's executive officers and directors who own more than 10% of the Company's common stock to file reports of ownerships on Forms 3, 4 and 5 with the Securities and Exchange Commission (the "SEC"). Executive officers, directors and 10% stockholders are required by the SEC to furnish the Company with copies of all Forms 3, 4 and 5 they file. No such reports were required to be filed during 2008.

**CODE OF ETHICS**

The Company has adopted a Code of Business Conduct and Ethics (the "Code of Ethics") that applies to all of its directors, officers (including its principal executive officer and principal financial officer) and employees. The Code of Ethics and any waivers or amendments to the Code of Ethics are available on the Company's website at [www.stationcasinos.com](http://www.stationcasinos.com). Printed copies are also available to any person without charge, upon request directed to the Company's Corporate Secretary, 1505 South Pavilion Center Drive, Las Vegas, Nevada 89135.

**AUDIT COMMITTEE FINANCIAL EXPERT**

The Board of Directors has a separately designated standing Audit Committee, which is composed of Dr. James E. Nave, D.V.M. and Jonathan H. Grunzweig. In light of the absence of a public trading market for our common stock, our Board has not designated any member of the Audit Committee as an "audit committee financial expert." We believe that Dr. Nave would be considered an independent director (as independence is defined in Section 303A.02 of the listing standards of the New York Stock Exchange (the "NYSE"), the national securities exchange upon which our common stock was listed prior to the Merger). However, we believe that Mr. Grunzweig would not be considered an independent director under such standards because of his relationship with Colony Capital, LLC and certain of its affiliates which hold significant interests in FCP and FCP VoteCo, which own 74.1% of our outstanding shares of non-voting common stock and 100% of our outstanding shares of voting common stock, respectively.

**ITEM 11. EXECUTIVE COMPENSATION**

**COMPENSATION DISCUSSION AND ANALYSIS**

This section provides an overview and analysis of our compensation program and policies and the material compensation decisions we have made under those programs and policies. This section also discusses the material elements of the compensation of each of the executive officers as of December 31, 2008 identified below, whom we refer to as our "Named Executive Officers":

Frank J. Fertitta III, Chairman of the Board, Chief Executive Officer and President;

Lorenzo J. Fertitta, Vice Chairman of the Board and former President;

Thomas M. Friel, Executive Vice President, Chief Accounting Officer and Treasurer;

Richard J. Haskins, Executive Vice President, General Counsel and Secretary;

Kevin L. Kelley, Executive Vice President, Chief Operating Officer; and

Scott M. Nielson, Executive Vice President and Chief Development Officer.

This section is intended to help you understand the detailed information provided in the compensation tables and related disclosures set forth below and to help you put that information into context within our overall compensation program.

**Compensation Philosophy and Objectives**

The Company believes that it is necessary to establish compensation programs and related opportunities that are designed to attract and retain those individuals needed to successfully implement the Company's strategy and motivate individuals with a long-term vision for the Company. These programs and opportunities have to be balanced with the cost to the Company and its stakeholders. In order to arrive at a proper balance, the Company has established the following compensation philosophy and guidelines:

employment agreements determine the salary which provides the basic level of compensation for performing the job expected of the Named Executive Officers;

cash bonus awards are used as an incentive for attainment of the Company's financial performance in a particular period;

long-term stay-on performance incentive agreements are used in order to promote our long-term objectives; and

equity awards are used to provide a long-term incentive and align the interests of our executives with those of our stakeholders.

Our primary objectives in setting compensation policies are to develop a program designed to attract and retain those individuals needed to successfully implement the Company's strategy and to reward them relative to the Company's performance. We set compensation policies to promote profitable growth and to retain highly talented, motivated individuals with a long-term vision for the Company and we also seek to align the financial interest of the Company's executives with that of our stakeholders. To achieve this goal, we believe that a significant portion of the Company's executives' compensation should be "at risk" and tied to the achievement of annual and long-term corporate performance criteria.

The Company's executive compensation program is designed to achieve the following objectives:



attract and motivate experienced executives in light of the competitive realities of our industry;

retain talented individuals;

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align our compensation strategy with our business objectives, including enhancing stakeholder value; and

support a culture of strong performance by rewarding employees for results.

These objectives underlie our compensation philosophy and all compensation-related decisions.

Each element of our compensation is intended to generally match, in cost and type, the corresponding component offered to executives in similar positions in similar organizations. Each of the elements of the Company's compensation and benefit programs are discussed and illustrated below. Unless otherwise stated, all elements are accrued as an expense and are deductible to the Company as compensation expense.

### **Compensation Program Design**

The executive compensation program is designed with our executive compensation objectives in mind and is comprised of various cash and equity compensation methods over a short-term and long-term payment structure in order to recognize and reward executives for their contributions to the Company today and in the future.

There is some variation in the overall mix of compensation paid directly to each Named Executive Officer. In order to determine the proper allocation and value, we use benchmarks to provide guidance. In order to establish the benchmarks, each year we identify a group of casino and gaming companies (the "Peer Companies") that we believe are the Company's competition for executive level employees. For the year ended December 31, 2008, the Peer Companies consisted of Harrah's Entertainment Inc., MGM Mirage, Boyd Gaming Corp., Las Vegas Sands Corp., Penn National Gaming Inc., Trump Entertainment Resorts, Inc. and Wynn Resorts Ltd.

The Board of Directors met in January of 2008 to review the Named Executive Officers' base salaries and target bonuses for 2008, which are set forth in their respective employment agreements. No bonus payments were paid to the Named Executive Officers for 2007 with respect to the performance of the Company. This timing corresponded with the Board of Directors annual performance review of our Chief Executive Officer and the other senior executives of the Company and also enabled us to consider the Company's performance during 2007, as well as our expectations for 2008.

Steps taken by the Board of Directors in shaping and maintaining the Company's compensation philosophy include:

reviewing and approving corporate goals and objectives relevant to the compensation of the Chief Executive Officer and the other executive officers;

evaluating the performance of the Chief Executive Officer and the other executive officers in light of these goals and objectives;

setting the compensation of the Chief Executive Officer and the other executive officers based on such evaluation; and

reviewing the level and type of perquisites and other personal benefits provided to the Chief Executive Officer and other executive officers, taking into account their levels of salary and other compensation, the value of similar benefits provided at comparable companies and the value of such benefits given to such officers in past years.

### *Roles of Management in Compensation Decisions*

Executive officers and other management play a significant role in the compensation-setting process. The Chief Executive Officer annually reviews the performance of our senior executives and, based on these reviews, recommends compensation for all senior executives, other than his own. The Board of Directors,

however, has the discretion to modify the Chief Executive Officer's recommendations and make the final decisions regarding material compensation to senior executives, including base salary, annual bonuses and equity awards. The Company's senior executives typically are invited to attend meetings of the Board of Directors, from time to time, except when their own compensation is being discussed or determined.

#### *Role of Outside Consultants in Establishing Compensation*

The Company engages the services of independent legal counsel, consultants and subject matter experts in order to analyze, review and recommend actions with regard to director compensation, executive officer compensation or general compensation and plan provisions, and appropriate funding is provided by the Company for any such services. We retain a nationally recognized human resources consulting firm, Towers Perrin, to assist with the design, implementation and communication of our compensation program. We will continue to engage external consultants for the purposes of determining the Chief Executive Officer's and other senior executive officers' compensation.

The Company utilizes outside consultants, such as Towers Perrin, to facilitate gathering data regarding our Peer Companies from published executive compensation surveys and proxy statements filed with the SEC and to review the external competitiveness of the Company's executive compensation program. Data compiled by Towers Perrin regarding the Peer Companies is used to benchmark senior executive compensation, including base salary, bonus and long-term incentive pay. Due to the highly competitive nature of the gaming industry, the Company targets the higher end of the Peer Companies' compensation practices in order to attract and retain the most talented executives.

#### **Elements of Compensation Program**

The Company's executive compensation program consists of the following components: base salary, senior executive annual bonus plan, long-term incentives (including equity awards and participation in long-term stay-on incentive plans), retirement and other benefits and perquisites.

The Company targets overall compensation levels competitive with our Peer Companies. The various components of executive compensation reflect the following elements:

#### *Base Salary*

As part of our strategy to attract and retain high quality executive employees, we have established a policy to pay executive base salaries based on competitive base salaries paid by the Peer Companies, with the Company's salaries being at or near the high end of the range. Actual salaries are determined based upon an assessment of the individual's contribution and value to the organization and the competitive market for that position. The annual base salary for each Named Executive Officer is set forth in his employment agreement with the Company. Base salaries are reviewed annually and may be adjusted (for increase but not for decrease) based on an evaluation of the executive's performance in conjunction with a review of compensation received by individuals holding similar positions at the Peer Companies.

Adjustments in base salary may be attributable to any of the following factors:

merit increases as a reward for meeting or exceeding objectives;

market increases as a result of a competitive market analysis or in coordination with a long-term plan to pay a position at a more competitive level;

promotional increases as a result of increased responsibilities associated with a change in position or organizational change; and/or

retention increases as a result of senior executives being recruited by or offered a position by another competitor.

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The amount of a Named Executive Officer's base salary is the reference point for determining the other elements of his compensation package. For example, the relative range of potential annual incentive awards to each Named Executive Officer is based on a percentage of such Named Executive Officer's base salary. In addition, base salary is a component of the contribution formula under the Company's retirement plans and is the key component in determining change-in-control-related payments under the Named Executive Officers' employment agreements.

Effective November 7, 2007, the base salaries under their respective employment agreements were \$2,500,000 for Frank J. Fertitta III, \$500,000 for Mr. Friel, \$660,000 for Mr. Haskins and \$960,000 for Mr. Nielson. Effective January 1, 2008, the Named Executive Officers voluntarily reduced their annual base salary by 10%. As a result, the current base salaries for the Named Executive Officers are as follows: \$2,250,000 for Frank J. Fertitta III, \$450,000 for Mr. Friel, \$594,000 for Mr. Haskins and \$864,000 for Mr. Nielson. Mr. Kelley was appointed Executive Vice President and Chief Operating Officer effective January 7, 2008 with a base salary of \$1,000,000. In accordance with Frank J. Fertitta's employment agreement he was entitled to receive an increase in his base salary to \$2,750,000 effective November 7, 2008, which he postponed.

### *Senior Executive Annual Bonus Plan*

The Senior Executive Annual Bonus Plan was approved by the Company's stockholders in 2004 to provide participating executive officers incentive compensation, through additional cash or equity, for their significant contributions toward improved profitability and growth of the Company as determined by the achievement of pre-established performance goals. The Senior Executive Annual Bonus Plan was designed to ensure that annual incentive awards paid to participating executive officers would be fully taxable as performance-based compensation, as defined by the regulations under Section 162(m) of the Internal Revenue Code of 1986, as amended. Each year, the Board of Directors approves which executive officers will participate in the Senior Executive Annual Bonus Plan prior to, or at the time of, the establishment of the Company's performance goals for the year. In 2008, each of the Named Executive Officers was a participant in the Senior Executive Annual Bonus Plan.

The purpose of the Senior Executive Annual Bonus Plan is to focus each executive on the attainment of financial objectives that we believe are primary determinants of the Company's performance over time. Each year specific goals based on objectives contained in the Senior Executive Annual Bonus Plan are approved by the Board of Directors. For 2008, a specific goal based on earnings before interest, taxes, depreciation and amortization ("EBITDA") was approved by the Board of Directors under the Senior Executive Annual Bonus Plan. The amount of the target award was determined by comparison of actual EBITDA versus the Company's EBITDA goal. The actual award may vary from zero to 233% of each Named Executive Officer's base salary; provided, however, that Frank J. Fertitta III is eligible to receive a minimum annual bonus pursuant to the terms of his respective employment agreement. The Board of Directors has retained the ability to award a discretionary bonus.

For 2008, the Board of Directors set an EBITDA goal of \$609 million for the Named Executive Officers. If this goal was reached, the Chief Executive Officer would have received a target bonus of 200% of his base salary and the other Named Executive Officers would have received 100% of their base salary. The Board of Directors has determined that the Named Executive Officers will not receive their target bonuses for 2008 as described above, as the EBITDA goal set by the Board of Directors was not reached and as a result, no payments were earned in 2008 under the Senior Executive Annual Bonus Plan.

### *Stock-Based Compensation*

Prior to the Merger, the Company provided stock-based incentives to its executives. We attempted to pay a considerable portion of such executives' total compensation in stock in order to give the executives a long-term stake in the business and to align executives' interests with those of the Company's former

stockholders. These grants of stock options and restricted stock awards served to align the executive's interests with the former stockholders' interests as the size of the executive's reward was dependent upon the Company's stock performance. Grants made to the Company's executives were based on the grant values for similar positions among the Peer Companies, with the Company's grant values being at or near the high end of the range. Awards were generally granted with either 10% or 20% of the award vesting on each anniversary from the date of grant until fully vested.

There were no restricted stock grants made in 2007. For retention purposes, 2006 long-term equity grants to Named Executive Officers were all in the form of restricted stock awards which were to vest at a rate of 10% per year over a ten-year period. The grant award structure was proposed by senior management and approved by the Governance and Compensation Committee. The size of the 2006 restricted stock awards to our Named Executive Officers was determined in accordance with the Company's compensation philosophy and objectives, as well as the practices of our Peer Companies. In 2007 until the Merger was completed on November 7, 2007, the Named Executive Officers received quarterly dividends on their unvested restricted stock awards on the same basis as all stockholders of the Company and as all other employees holding unvested restricted stock awards.

Upon consummation of the Merger, each share of Station restricted stock vested and was cancelled and converted into the right to receive \$90.00 in cash, without interest. Each Named Executive Officer received a cash payment in an amount equal to the numbers of shares of restricted stock held by such officer multiplied by \$90.00 per share, less any applicable payroll withholding taxes. In addition, each stock option outstanding under Station's stock plans was cancelled and extinguished at the effective time of the Merger, and each Named Executive Officer holding such a stock option was entitled to receive an amount in cash equal to the product of (i) the number of shares of Station common stock subject to such stock option and (ii) the excess, if any, of \$90.00 over the exercise price per share of such stock option, without interest and less any applicable payroll withholding taxes.

#### *Equity-Based Compensation*

Following the Merger, long-term incentive compensation is now provided to senior management in the form of non-voting limited liability company membership interests in FCP and Fertitta Partners pursuant to the Second Amended and Restated Operating Agreement of FCP and the Amended and Restated Operating Agreement of Fertitta Partners, respectively (collectively "the Operating Agreements"). The Operating Agreements allow certain officers and members of management of the Company to participate in the long-term growth and financial success of the Company through indirect ownership of Class B Units and direct ownership of Class C Units in FCP and Fertitta Partners. The purpose is to promote the Company's long-term growth and profitability by aligning the interests of the Company's management with the interests of the owners of the Company and by encouraging retention. Upon the consummation of the Merger, each Named Executive Officer (with the exception of Mr. Kelley) or, in certain cases, a family trust that benefits only the Named Executive Officer and specified family members, was awarded indirect interests in Class B Units of each of FCP and Fertitta Partners. In addition, each Named Executive Officer (with the exception of Messrs. Frank J. Fertitta III, Lorenzo J. Fertitta and Mr. Kelley) or, in certain cases, a family trust that benefits only the Named Executive Officer and specified family members, was awarded Class C Units in each of FCP and Fertitta Partners upon consummation of the Merger.

During the year ended December 31, 2008, indirect interests in Class B Units, of each of FCP and Fertitta Partners, that were previously issued upon consummation of the Merger were transferred to certain officers and management of the Company. During the year ended December 31, 2008, additional Class C Units in each of FCP and Fertitta Partners were issued to certain management of the Company. Pursuant to Mr. Kelley's employment agreement, he was awarded indirect interests in Class B Units of each FCP and Fertitta Partners and Class C Units in each of FCP and Fertitta Partners. See "Grants of Plan-Based Awards in 2008" set forth herein for additional details regarding these grants.

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The Class B Units represent fifteen percent (15%) of the total outstanding Class A Units and Class B Units (pro forma for the issuance of the Class A Units and Class B Units) of FCP and Fertitta Partners, respectively. The Class C Units may be issued from time to time by each of FCP and Fertitta Partners to members of Station's management and may represent in the aggregate up to five percent (5%) of the outstanding Class A Units and Class B Units of FCP and Fertitta Partners, respectively. The indirect interests in the Class B Units held by Named Executive Officers (other than Frank J. Fertitta III and Lorenzo J. Fertitta) and the Class C Units shall vest ratably over the first five (5) anniversaries following the date of grant. The indirect interests in Class B Units issued to Frank J. Fertitta III and Lorenzo J. Fertitta vested immediately upon grant.

The Class C Units include call and put rights, such that under certain circumstances, within ninety days after termination of the Class C Unit holder's employment with the Company, FCP and Fertitta Partners can call the Class C Units and the employee that holds the Class C Units can put the Class C Units back to FCP and Fertitta Partners.

As holders of Class B Units and Class C Units in FCP and Fertitta Partners, the Named Executive Officers are entitled to certain distributions, which are made *first* pro rata to holders of the Class A Units until such holders have received distributions in an amount per unit equal to \$90.00 (the "Initial Cost Basis"), *second* pro rata to the holders of Class B Units until such members have received distributions in an amount per Unit equal to the Initial Cost Basis, and thereafter to all respective holders of Class A Units, Class B Units and Class C Units in proportion to their respective percentage interests.

### *Long-Term Stay-On Performance Incentive Plan*

The Company has also entered into long-term stay-on performance incentive agreements with certain Named Executive Officers, which are intended to assist the Company in attracting, retaining and motivating these Named Executive Officers through the use of compensation that rewards long-term performance. The Company provides executive officers with long-term cash-based incentive awards in order to promote our long-term objectives and motivate eligible employees to achieve critical operating and financial objectives and to produce positive returns for the Company, as well as our retention objectives.

Mr. Friel entered into a Long-Term Stay-On Performance Incentive Agreement dated June 1, 2004, whereby the Company will pay him \$125,000 in cash on each of June 1, 2006, 2008, 2010 and 2012, provided that he will have been continuously employed with the Company through those respective dates. Mr. Haskins entered into a Long-Term Stay-On Performance Incentive Agreement dated April 1, 2002, whereby the Company will pay him \$125,000 in cash on each of April 1, 2003, 2005, 2007 and 2009, provided that he will have been continuously employed with the Company through those respective dates.

### *Perquisites and Other Personal Benefits*

We provide each of our Named Executive Officers with perquisites and other personal benefits such as access to the Company's airplane, club memberships, tax planning advice, retirement benefits and life and disability insurance. In addition, Frank J. Fertitta III and Lorenzo J. Fertitta were provided with personal security services. Mr. Kelley was also entitled, under his employment agreement, to receive reimbursement for all reasonable out-of-pocket expenses incurred by him in relocating from Macao Special Administrative Region to Las Vegas, Nevada. When determining which perquisites and other personal benefits to provide to our Named Executive Officers, we take into account the levels of salary and other compensation given to the Chief Executive Officer and other Named Executive Officers and the value of such benefits given to such officers in past years. We do not view perquisites as a significant element of our comprehensive compensation structure; however, we believe that they can serve, along with other forms of compensation, to attract and retain talented individuals.

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We offer a number of health and welfare and retirement programs to all eligible employees. All of our Named Executive Officers are eligible to participate in our employee benefit plans, including medical, dental, life insurance and 401(k) plans. The Named Executive Officers that are employed by the Company also receive group health insurance coverage through the Company's Exec-U-Care Medical Plan, while under the Company's group life insurance program, they are eligible for supplemental life insurance in the following amounts: not less than \$70.0 million aggregate coverage for Frank J. Fertitta III, \$4.0 million for Mr. Friel, \$4.0 million for Mr. Haskins, \$4.0 million for Mr. Kelley and \$7.5 million for Mr. Nielson.

In addition to the standard group long-term disability benefit, each Named Executive Officer that is employed by the Company is eligible to participate in the Special Long-Term Disability Plan, which is a Company-paid individual long-term disability insurance policy paying an additional monthly benefit equal to a combined monthly benefit amount of 66% of the average of base salary plus bonus for the two plan years immediately preceding (but not including) the plan year in which the participant's employment is terminated due to disability divided by twelve; provided, however, that the monthly benefit will be reduced by any benefit the participant receives from all other disability plans sponsored by the Company, if any. Benefits begin on the first day of the second month succeeding the month in which the participant's termination of employment due to disability occurs. The Board of Directors chooses those individuals that are eligible to participate in the plan from key executives nominated by the Chief Executive Officer. As of December 31, 2008, only Mr. Nielson was a participant in the plan. The Board of Directors may, in its sole discretion, terminate the participation of any participant prior to the disability of such participant.

During 2008, Frank J. Fertitta III was eligible to participate in the Supplemental Executive Retirement Plan (the "SERP"), while the other Named Executive Officers were eligible to participate in the Supplemental Management Retirement Plan (the "SMRP"). Each Named Executive Officer was also eligible to participate in the Deferred Compensation Plan For Executives (the "DCPE") and the Deferred Compensation Plan For Management (the "DCPM"). These plans are described in more detail under the Discussion of Pension Benefits Table.

### **Tax and Accounting Considerations**

The Company takes into consideration tax and accounting implications in the design of its compensation programs. In the selection of long-term incentives, we review the projected expense amounts and expense timing associated with alternative types of awards. We also calculate and monitor the Statement of Financial Accounting Standard ("SFAS") 123R, "Share-Based Payment" accounting expense related to equity-based compensation. To date, the SFAS 123R expense has not been a significant factor in setting or changing equity compensation grant practices.

Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code"), prevents publicly traded companies from receiving a tax deduction on compensation paid to the Named Executive Officers in excess of \$1 million in any taxable year, effective for compensation paid after 1993. We are not subject to the provisions of Section 162(m) as we are currently not a publicly traded company. We may, in the future, become subject to Section 162(m). While we are mindful of the provisions of Section 162(m), we have the discretion to grant non-deductible compensation to Named Executive Officers, depending upon the circumstances. We believe that in certain circumstances, achieving our compensation objectives set forth above might be more important than the benefit of tax deductibility under Section 162(m).

Sections 280G and 4999 of the Code limit our ability to take a tax deduction for certain "excess parachute payments" (as defined in Sections 280G and 4999) and impose excise taxes on each executive that receives "excess parachute payments" in connection with his or her severance from our company in connection with a change of control. We consider the adverse tax liabilities imposed by Sections 280G and 4999, as well as other competitive factors, when we structure certain post-termination compensation payable to our Named Executive Officers. The potential adverse tax consequences to us and/or the Named Executive Officers, however, are not necessarily determinative factors in such decisions. Our agreements

with our Named Executive Officers relating to their employment require us to make a gross-up payment to compensate them for any excise taxes that they incur as a result of these provisions.

**Stock Ownership Guidelines**

Because our stock is owned by only FCP, Fertitta Partners and FCP VoteCo, we do not have a policy of stock ownership requirements for our Named Executive Officers or directors.

**Employment Agreements**

The employment agreements for the Named Executive Officers contain provisions that we consider appropriate for executives at the respective level while providing the Company with the necessary protections. The employment agreements are described in more detail in the sections entitled "Summary Compensation Table Discussion of Summary Compensation Table and Grants of Plan-Based Awards in 2008 Table" and "Potential Payments Upon Termination of Employment or Change of Control" below. In connection with the consummation of the Merger, we entered into new employment agreements with each of our Named Executive Officers (with the exception of Mr. Kelley which was entered into on December 14, 2007).

**COMPENSATION COMMITTEE REPORT**

Subsequent to the Merger, we no longer have a separate compensation committee. We, as the Board of Directors, have reviewed and discussed the forgoing Compensation Discussion and Analysis with management. Based on this review and discussion with management, we have recommended that the Compensation Discussion and Analysis be included in this Amendment No. 1 to Annual Report on Form 10-K for the year ended December 31, 2008.

Respectfully Submitted,  
Frank J. Fertitta III  
Lorenzo J. Fertitta  
Thomas J. Barrack, Jr.  
Jonathan H. Grunzweig  
James E. Nave, D.V.M.



## SUMMARY COMPENSATION TABLE

The following table sets forth information regarding compensation for our Named Executive Officers for services rendered to the Company in all capacities during the years ended December 31, 2008, 2007 and 2006.

Name and Principal Position	Year	Salary \$(a)	Bonus \$(b)	Stock Awards \$(c)	Option Awards \$(c)	Non-Equity Incentive Plan Compensation \$(d)	Change in Pension Value and Nonqualified Deferred Compensation Earnings \$(e)	All Other Compensation \$(f)	Total (\$)
<b>Current Officers:</b>									
Frank J. Fertitta III Chairman of the Board, Chief Executive Officer and President	2008	2,250,000							
	2007	2,287,500		180,430,957				1,128,231	3,378,231
	2006	2,156,250		4,931,019	519,050	2,250,000	1,598,080	1,187,025	185,503,562
Thomas M. Friel Executive Vice President, Chief Accounting Officer and Treasurer	2008	450,000		1,584,513		125,000	25,108	35,250	2,219,871
	2007	466,250	200,000	2,588,265			58,892	71,005	3,384,412
Richard J. Haskins Executive Vice President, General Counsel and Secretary	2008	594,000		2,822,603				36,855	3,453,458
	2007	660,000		11,864,357	13,706	125,000	138,682	3,569,499	16,371,244
Kevin L. Kelley Executive Vice President and Chief Operating Officer	2008	1,000,000	500,000	2,376,314			250,180	158,967	4,285,461
Scott M Nielson Executive Vice President and Chief Development Officer	2008	864,000		2,822,603				111,470	3,798,073
	2007	960,000		13,555,071			516,249	149,405	15,180,725
	2006	920,000		1,702,261	119,312	480,000	362,600	160,571	3,744,744
<b>Former Officer:</b>									
Lorenzo J. Fertitta (g) Vice Chairman of the Board and Former President	2008	868,500						302,649	1,171,149
	2007	1,768,500		178,040,557		333,333	325,129	167,121	180,634,640
	2006	1,667,500		4,282,902	500,713	1,305,000	426,649	162,832	8,345,596

- (a) Amounts shown are the salary amounts earned without consideration as to the year of payment. See the Nonqualified Deferred Compensation table for amounts included in this column that were deferred under the Company's Deferred Compensation Plan.
- (b) 2008 amount represents a one-time supplemental bonus. 2007 amount represents a discretionary bonus awarded upon completion of the Merger. See the Nonqualified Deferred Compensation table for amounts included in this column that were deferred under the Company's Deferred Compensation Plan.
- (c) The value reported for Stock Awards and Option Awards for each Named Executive Officer is the aggregate cost recognized in the Company's financial statements for such awards for the years ended December 31, 2008, 2007 and 2006, including awards granted in prior years. The expense for awards made since 2006 was determined in accordance with SFAS 123R, disregarding adjustments for forfeiture assumptions, and the costs for awards made prior to 2006 are determined in accordance with the modified prospective transition method under SFAS 123R. The assumptions for making the valuation determinations are included in footnote 15 of our consolidated financial statements in our Annual Report on Form 10-K. As a result of the Merger, all outstanding stock options and unvested restricted stock awards under the 2005 Plan and Prior Plans became immediately vested and all related unrecognized compensation cost was recognized in 2007 in accordance with SFAS 123R. The values for 2008 and 2007 also include the expense related to Class B Units and Class C Units in FCP and Fertitta Partners granted



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subsequent to the Merger. See "Compensation Discussion and Analysis Elements of Compensation Program Equity-Based Compensation" for additional information on Class B Units and Class C Units.

- (d) Non-Equity Incentive Plan Compensation amounts for 2008 and 2007 are for payments under the respective Named Executive Officer's Long-Term Stay-On Performance Incentive Agreement. There were no amounts earned under the Senior Executive Annual Bonus Plan in 2008 or 2007. Non-Equity Incentive Plan Compensation amounts for 2006 were determined in January 2007 by the Governance and Compensation Committee based on achieving predetermined goals. Amounts shown are the bonus amounts earned under the Senior Executive Annual Bonus Plan without consideration as to the year of payment. See the Nonqualified Deferred Compensation table for amounts included in this column that were deferred under the Company's Deferred Compensation Plan.
- (e) Amounts reflect increases in actuarial values of benefits accrued under defined benefit plans, which are calculated by determining the difference between the aggregate value of benefits accrued under all defined benefit plans as of December 31, 2008 and December 31, 2007 for 2008, December 31, 2007 and December 31, 2006 for 2007 and December 31, 2006 and December 31, 2005 for 2006, the relevant measurement dates used for the related SERP and SMRP. The amounts set forth in this column relate only to the above mentioned benefit accruals as there are no above-market or preferential earnings on deferred compensation accounts. The amounts in 2008 do not reflect the decrease in the actuarial present value of the accumulated benefits under the defined benefit plans for Mr. Frank Fertitta, Mr. Haskins and Mr. Nielson of \$(3,658,135), \$(49,926) and \$(635,560), respectively.
- (f) All Other Compensation consists of the following for 2008:

Benefits and Perquisites (\$)	Current Officers					Former Officer
	Frank J. Fertitta III	Thomas M. Friel	Richard J. Haskins	Kevin L. Kelley	Scott M. Nielson	Lorenzo J. Fertitta
Executive Security (i)	\$ 546,754	\$	\$	\$	\$	\$222,739
Life Insurance	216,890	3,965	2,700	6,860	6,090	10,175
Supplemental Long-Term Disability					20,054	
Exec-U-Care Medical Plan	841	2,301	877	530	10,597	7,861
Personal Use of Company Aircraft (ii)	363,746			23,109	31,346	61,874
Tax Services		3,750	5,000		18,000	
Club Membership & Dues		9,336	9,336			
Fitness Training					3,691	
Relocation (iii)				128,468		
Deferred Compensation Plan (iv)		11,298	14,342		21,692	
401(k) Plan (iv)		4,600	4,600			
<b>Total</b>	<b>\$ 1,128,231</b>	<b>\$ 35,250</b>	<b>\$ 36,855</b>	<b>\$ 158,967</b>	<b>\$ 111,470</b>	<b>\$ 302,649</b>

- (i) In 2008, the Company provided personal security services for Frank J. Fertitta III and Lorenzo J. Fertitta and their families. The decision to provide such personal security services was prompted by the results of an analysis provided by an independent professional consulting firm specializing in executive safety and security. Based on these results, the Board of Directors approved personal security services to be paid by the Company for Frank J. Fertitta III and Lorenzo J. Fertitta and their families. Compensation reported for personal security services represents the aggregate incremental cost incurred by the Company for security personnel and security equipment-related costs.
- (ii) Amount represents the incremental cost to the Company for personal use of the Company aircraft, including landing/ramp fees, weather report fees and other miscellaneous variable costs. In addition, the incremental cost includes the average fuel cost per mile, which is calculated as the total annual fuel costs divided by the annual number of miles flown by the Company aircraft to derive an average fuel cost per mile. The average fuel cost per mile is then multiplied by the miles flown for personal use to derive the incremental cost. Fixed costs that do not change based on usage, such as pilots' salaries and non-trip hangar related costs, are excluded from the calculation.
- (iii) Amount represents reimbursement for all reasonable out-of-pocket expenses incurred by Mr. Kelley in relocating from Macao Special Administrative Region to Las Vegas, Nevada in accordance with his employment agreement.
- (iv) Amounts related to the Company matching contributions to the Named Executive Officers' accounts in the Company's Deferred Compensation Plan and qualified 401(k) Plan, respectively.

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(g)

On June 16, 2008, the Company and Lorenzo J. Fertitta entered into a Separation Agreement and General Release (the "Separation Agreement") pursuant to which he ceased to be President of the Company effective June 30, 2008. Lorenzo J. Fertitta will continue to serve in his capacity as Vice Chairman of the Board of Directors of the Company.

## GRANTS OF PLAN-BASED AWARDS IN 2008

The following table sets forth information regarding each grant of stock awards to each Named Executive Officer in the year ended December 31, 2008 as well as estimated future payouts related to the Senior Executive Annual Bonus Plan.

Name	Grant Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards(a)			All Other Stock Awards: Number of Shares of Stock or Units (#)(b)	Grant Date Fair Value of Stock and Option Awards (\$)
		Threshold (\$)	Target (\$)	Maximum (\$)		
<b>Current Officers:</b>						
Frank J. Fertitta III	n/a	2,250,000	4,500,000	5,242,500		
Thomas M. Friel	8/1/2008 n/a		450,000	1,048,500	49,032B	64,232
Richard J. Haskins	1/9/2008 n/a		594,000	1,384,020	49,032B	1,812,223
Kevin L. Kelley	1/7/2008 1/7/2008 n/a		1,000,000	2,330,000	245,151B 122,324C	9,060,781 2,820,791
Scott M Nielson	1/9/2008 n/a		864,000	2,013,120	49,032B	1,812,223
<b>Former Officer:</b>						
Lorenzo J. Fertitta	n/a	1,302,750	2,605,500	4,047,210		

(a) Represents potential threshold, target and maximum compensation for 2008 as described in "Compensation Discussion and Analysis Elements of Compensation Program Senior Executive Annual Bonus". There were no amounts actually earned for 2008 under the Senior Executive Annual Bonus Plan.

(b) Represents Class B Units ("B") and Class C Units ("C") in FCP and Fertitta Partners. See "Compensation Discussion and Analysis Elements of Compensation Program Equity-Based Compensation" for details regarding the grants and conditions under which they vest.

**Discussion of Summary Compensation Table and Grants of Plan-Based Awards in 2008 Table**

*Employment Agreements*

As described in the "Compensation Discussion and Analysis" section above, the annual base salary for each Named Executive Officer is set forth in his employment agreement with the Company, and is reviewed on an annual basis and is subject to adjustment (for increase but not for decrease) based on an evaluation of the executive's performance in conjunction with a review of compensation received by individuals holding similar positions at the Peer Companies. Actual base salary amounts, stock awards, cash bonus awards and other compensation for 2008 were determined by the Board of Directors, subject to certain limitations. The base salaries, stock awards, option awards, cash bonus awards and other compensation that were awarded to each Named Executive Officer in 2006 and 2007 are detailed in the above tables. For a more detailed discussion of how actual base salaries, cash bonus awards, stock awards, option awards and other compensation amounts are determined, as well as the performance-based conditions, vesting schedule, and dividends pertaining to such compensation, see "Compensation Discussion and Analysis Elements of Compensation." A description of the material terms of the Named Executive Officers' employment agreements is set forth below.

The Company entered into employment agreements with Frank J. Fertitta III, Thomas M. Friel, Richard J. Haskins and Scott M Nielson dated as of November 7, 2007 in connection with the consummation of the Merger and entered into an employment agreement dated as of December 14, 2007 with Kevin L. Kelley (collectively, the "Employment Agreements"). Pursuant to the terms of the Employment Agreements, Frank J. Fertitta III has agreed to serve as the Chief Executive Officer of the Company and Chairman of the Board, Mr. Friel has agreed to serve as the Executive Vice President, Chief Accounting Officer and Treasurer of the Company, Mr. Haskins has agreed to serve as Executive Vice President, General Counsel and Secretary of the Company, Mr. Kelley has agreed to serve as Executive Vice President and Chief Operating Officer of the Company and Mr. Nielson has agreed to serve as Executive Vice President and Chief Development Officer of the Company. Upon the resignation of Lorenzo Fertitta as President of the Company effective June 30, 2008, Frank J. Fertitta III was appointed President of the Company. All of the Employment Agreements terminate on November 6, 2012 other than Mr. Kelley's employment agreement, which terminates on January 6, 2013, but are subject to automatic 5-year extensions unless the Company or the Named Executive Officer who is party thereto gives notice at least six months prior to the end of the then-current term or unless the employment agreement is otherwise terminated pursuant to the terms of such agreement; provided, however, that in the case of Frank J. Fertitta III only, as long as such Named Executive Officer maintains, in the aggregate, agreed upon minimum levels of direct or indirect ownership of the outstanding Class A Units and Class B Units in FCP, the Company shall have no right to notify Frank J. Fertitta III that the term of his employment agreement may not be extended. The employment agreement of Frank J. Fertitta III provides that each such Named Executive Officer shall devote reasonable time and attention to the business and affairs of the Company. The employment agreements of the remaining Named Executive Officers provide that each such Named Executive Officer shall devote his full time and attention to the business and affairs of the Company. The Employment Agreements do not prohibit the Named Executive Officers from engaging in charitable and community affairs or managing personal investments during the term of their employment.

Each employment agreement provides for a base salary (to be reviewed annually for increase but not decrease), an annual cash bonus to be based on the Named Executive Officer's performance and to be determined by the Company's Board of Directors, participation in the Company's Deferred Compensation Plan, and the inclusion of the Named Executive Officer in all benefit plans and programs of the Company made available to the Company's executive officers or salaried employees generally. Frank J. Fertitta III shall also have the right to receive a minimum annual cash bonus of no less than 50% of 200% of his then current base salary, and a supplemental performance bonus to be paid if the Company and its subsidiaries exceed, by 10% or more, certain target financial performance benchmarks established by the Board of Directors of the Company. Frank J. Fertitta III's annual base salary for the first year of his employment

with the Company is \$2,500,000. The annual base salary for the first year of each other Named Executive Officer's employment with the Company as provided by their respective employment agreements is as follows: Mr. Friel shall receive \$500,000, Mr. Haskins shall receive \$660,000, Mr. Kelley shall receive \$1,000,000 and Mr. Nielson shall receive \$960,000. Effective January 1, 2008, the Named Executive Officers voluntarily reduced their annual base salary by 10%. As a result, the current base salaries for the Named Executive Officers are as follows: \$2,250,000 for Frank J. Fertitta III, \$450,000 for Mr. Friel, \$594,000 for Mr. Haskins, and \$864,000 for Mr. Nielson. In accordance with Frank J. Fertitta's employment agreement he was entitled to receive an increase in his base salary to \$2,750,000 effective November 7, 2008 which he postponed.

The employment agreement of Frank J. Fertitta III also provides that he shall not be entitled to receive any equity-based compensation without the approval of a majority of the Company's Board of Directors, including the members of the Board designated by affiliates of Colony.

Each Named Executive Officer also is entitled to certain other benefits and perquisites in addition to those made available to the Company's management generally. These other benefits include participation in the SERP or the SMRP, as applicable, participation in the Company's Special Long-Term Disability Plan, group health insurance coverage through such executive group health insurance plan as the Company may select, and supplemental life insurance in the amount of not less than \$70.0 million aggregate coverage for Frank J. Fertitta III, \$4.0 million aggregate coverage for each of Mr. Friel, Mr. Haskins and Mr. Kelley and \$7.5 million aggregate coverage for Mr. Nielson. Perquisites include, but are not limited to, payment or reimbursement for the cost of an annual physical examination, four weeks of vacation per year, and payment or reimbursement of initiation and annual membership fees for a country club, lunch club or fitness club.

For a discussion of the benefits to be paid to the Named Executive Officers upon termination of their Employment Agreements, please see the section entitled "Potential Payments Upon Termination of Employment or Change of Control", below.

#### *Separation Agreement and Release Lorenzo J. Fertitta*

On June 16, 2008, the Company and Lorenzo J. Fertitta entered into a Separation Agreement and General Release (the "Separation Agreement") pursuant to which he ceased to be President of the Company effective June 30, 2008. Lorenzo J. Fertitta will continue to serve in his capacity as Vice Chairman of the Board of Directors of the Company.

In addition, the Separation Agreement provides for a release by Mr. Fertitta of any claims against the Company and its affiliates and subsidiaries, and each of their agents, employees, managers, representatives, officers, directors, advisors, successors and assigns, relating to his employment with the Company or the termination of his employment with the Company.

#### *2005 Stock Compensation Plan*

In May 2005, the stockholders approved and the Company adopted the 2005 Stock Compensation Plan (the "2005 Plan") which provided for grants of stock options, stock appreciation rights, restricted stock awards, restricted stock units and other stock awards (collectively, the "Awards"). Individuals eligible to receive Awards under the 2005 Plan included employees, directors and independent contractors of the Company and its subsidiaries and other entities controlled by the Company. However, incentive stock options were available to grant only to an employee of the Company or a subsidiary of the Company.

In 2006, the Named Executive Officers received restricted stock awards pursuant to the 2005 Plan described above. There were no restricted stock grants made in 2007. In connection with the Merger, each share of Station restricted stock vested and was cancelled and converted into the right to receive \$90.00 in cash, without interest and less any applicable payroll withholding taxes, while each stock option

outstanding under Station's stock plans was cancelled and extinguished, and the holder of any such stock option was entitled to receive an amount in cash equal to the product of (i) the number of shares of Station common stock subject to such stock option and (ii) the excess, if any, of \$90.00 over the exercise price per share of such stock option, without interest and less any applicable payroll withholding taxes. The 2005 Plan was discontinued in connection with the Merger.

The material terms of the 2005 Plan related to recipients, grant timing, number of options, option price and duration were determined by the Governance and Compensation Committee, subject to certain limitations. Grants to Named Executive Officers during 2006 were all in the form of restricted stock awards which were to vest at a rate of 10% per year over a ten-year period. In 2006 and 2007 until the consummation of the Merger on November 7, 2007, the Named Executive Officers received quarterly dividends on their unvested restricted stock awards on the same basis as all stockholders of the Company and as all other employees holding unvested restricted stock awards.

#### *Equity-Based Compensation*

Following the Merger, long-term incentive compensation is now provided to senior management in the form of non-voting limited liability company membership interests in FCP and Fertitta Partners pursuant to the Second Amended and Restated Operating Agreement of FCP and the Amended and Restated Operating Agreement of Fertitta Partners, respectively (collectively "the Operating Agreements"). The Operating Agreements allow certain officers and members of management of the Company to participate in the long-term growth and financial success of the Company through indirect ownership of Class B Units and direct ownership of Class C Units in FCP and Fertitta Partners. The purpose is to promote the Company's long-term growth and profitability by aligning the interests of the Company's management with the interests of the owners of the Company and by encouraging retention. Upon the consummation of the Merger, each Named Executive Officer (with the exception of Mr. Kelley) or, in certain cases, a family trust that benefits only the Named Executive Officer and specified family members, was awarded indirect interests in Class B Units of each of FCP and Fertitta Partners. In addition, each Named Executive Officer (with the exception of Messrs. Frank J. Fertitta III, Lorenzo J. Fertitta and Mr. Kelley) or, in certain cases, a family trust that benefits only the Named Executive Officer and specified family members, was awarded Class C Units in each of FCP and Fertitta Partners upon consummation of the Merger.

During the year ended December 31, 2008, indirect interests in Class B Units, of each of FCP and Fertitta Partners, that were previously issued upon consummation of the Merger were transferred to certain officers and management of the Company. During the year ended December 31, 2008, additional Class C Units in each of FCP and Fertitta Partners were issued to certain management of the Company. Pursuant to Mr. Kelley's employment agreement, he was awarded indirect interests in Class B Units of each FCP and Fertitta Partners and Class C Units in each of FCP and Fertitta Partners.

For a more detailed discussion of these equity awards, see "Compensation Discussion and Analysis Elements of Compensation Equity-Based Compensation."



## OUTSTANDING EQUITY AWARDS AT DECEMBER 31, 2008

The following table sets forth information concerning all unvested equity-based awards for the Named Executive Officers as of December 31, 2008.

Name	Stock Awards	
	Number of Shares or Units of Stock That Have Not Vested (#) (a)	Market Value of Shares or Units of Stock That Have Not Vested (\$) (b)
<b>Current Officers:</b>		
Frank J. Fertitta III		
Thomas M. Friel	127,477B	n/a
	97,859C	n/a
Richard J. Haskins	205,927B	n/a
	97,859C	n/a
Kevin L. Kelley	245,151B	n/a
	122,324C	n/a
Scott M Nielson	205,927B	n/a
	97,859C	n/a
<b>Former Officers:</b>		
Lorenzo J. Fertitta		

- (a) Represents Class B Units ("B") and Class C Units ("C") in FCP and Fertitta Partners. See "Equity-Based Compensation" above for details regarding the grants and conditions under which they vest.
- (b) The market value of the Class B Units and Class C Units is not readily determinable as they represent equity interests in private limited liability companies. None of the Named Executive Officers has received any payments in connection with such units and neither we or our subsidiaries are obligated, nor do we expect, to pay any amounts in respect of such units.

## OPTION EXERCISES AND STOCK VESTED DURING 2008

The following table sets forth information concerning the vest of the Class B Units and Class C Units in FCP and Fertitta Partners for the Named Executive Officers for the year ended December 31, 2008.

Name	Option Awards		Stock Awards	
	Number of Shares Acquired on Exercise (#)	Value Realized on Exercise (\$)	Number of Shares Acquired on Vesting (#) (a)	Value Realized on Vesting (\$) (b)
<b>Current Officers:</b>				
Frank J. Fertitta III				
Thomas M. Friel			44,076	n/a
Richard J. Haskins			63,689	n/a
Kevin L. Kelley				
Scott M Nielson			63,689	n/a
<b>Former Officer:</b>				
Lorenzo J. Fertitta				

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- (a) Represents the vesting of Class B Units and Class C Units in FCP and Fertitta Partners.
- (b) The market value of the Class B Units and Class C Units is not readily determinable as they represent equity interests in private limited liability companies. None of the Named Executive Officers has

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received any payments in connection with such units and neither we or our subsidiaries are obligated, nor do we expect, to pay any amounts in respect to such units.

### PENSION BENEFITS AT DECEMBER 31, 2008

The following table provides information as of December 31, 2008 with respect to the Supplemental Executive Retirement Plan (the "SERP") and the Supplemental Management Retirement Plan (the "SMRP") for each of the Named Executive Officers.

Name	Plan Name (a)	Number of Years Credited Service (#) (b)	Present Value of Accumulated Benefit (\$)	Payments During Last Fiscal Year (\$)
<b>Current Officers:</b>				
Frank J. Fertitta III	SERP	14	3,882,256	
Thomas M. Friel	SMRP	2	84,000	
Richard J. Haskins	SMRP	4	237,093	
Kevin L. Kelley	SMRP		250,180	
Scott M Nielson	SMRP	14	1,454,294	
<b>Former Officers:</b>				
Lorenzo J. Fertitta	SERP			

- (a) The Company adopted the SERP, effective November 30, 1994 and amended on January 21, 2005, November 7, 2007 and April 17, 2008 with the Chief Executive Officer and President as the sole participant. The remaining Named Executive Officers are participants in the SMRP which was also effective November 30, 1994 and amended on November 7, 2007 and April 17, 2008.
- (b) Number of years of credited service is calculated from the later of the adoption of the SERP and SMRP or the date the Named Executive Officer became a participant in the SERP or SMRP, as applicable, and does not reflect the Named Executive Officers' actual years of service with the Company.

#### Discussion of Pension Benefits Table

##### *Defined Benefit Plans*

The Company maintains two defined benefit plans for its Named Executive Officers: the SERP, in which Frank J. Fertitta III was a participant during 2008, and the SMRP, in which the other Named Executive Officers were participants during 2007.

##### *Supplemental Executive Retirement Plan*

Effective as of November 30, 1994, the Company adopted the SERP, which is a defined benefit plan. On January 21, 2005, the Company amended the SERP to (i) increase the Early Retirement Date (as defined in the SERP) for participants from age 45 to age 50, (ii) increase the Normal Retirement Date (as defined in the SERP) for participants from age 55 to age 60, (iii) add the President of the Company as a participant, and (iv) include the average annual bonus (in addition to base salary) earned by participants for the three most recent fiscal years in determining Final Annual Compensation (as defined in the SERP). On November 7, 2007, the Company also amended the SERP for the purpose of updating the "Change of Control" definition under the plan and confirming that the Merger would not constitute a "Change of Control" for purposes of the plan. On April 17, 2008, the Company further amended the SERP for the purpose of increasing the Early Retirement Date (as defined in the SERP) for participants from age 50 to age 60 and increasing the Normal Retirement Date (as defined in the SERP) for participants from age 60 to age 65.

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Table I below sets forth the total benefits payable to the Chief Executive Officer and President as the sole participant in the SERP ("SERP Participant"). Amounts shown in Table I represent the annual benefits to which the SERP Participant is entitled under the SERP.

**TABLE I\***

<b>Remuneration (\$)</b>	<b>At Least 65 Years Old and 10 or More Years of Service</b>
2,250,000	1,125,000
2,500,000	1,250,000
2,750,000	1,375,000
3,000,000	1,500,000
3,250,000	1,625,000
3,500,000	1,750,000

\*

Assumes normal retirement, which means retirement at age 65 at December 31, 2008.

Subject to the limitations set forth below, the SERP provides a monthly supplemental retirement benefit (the "SERP SRB"), in addition to any other qualified or non-qualified retirement plan of the Company, equal to one-twelfth of the product of (a) 50% and (b) the average monthly regular base salary paid to the SERP Participant for the 36 months immediately preceding (but not including) the month in which the SERP Participant's retirement or other termination of employment occurred, multiplied by twelve), as determined under the SERP, as amended; provided, however, that the average annual bonus shall be limited to a maximum amount equal to 100% of the product of (i) the average monthly regular base salary paid to the SERP Participant for the 36 months immediately preceding (but not including) the month in which the SERP Participant's retirement or other termination of employment occurred), multiplied by (ii) twelve. Amounts shown in Table I represent the annual benefits to which each SERP Participant is entitled under the SERP, as amended, which amounts are then reduced by monthly benefits payable under all qualified and non-qualified defined benefit retirement plans of the Company. The amounts listed in Table I are not currently subject to any deductions for social security because the Company currently has no other defined benefit plans. The SERP Participant will become vested in accrued SERP SRBs upon the later of (a) the attainment of age 65 and (b) the completion of ten years of service after the effective date of the plan, or, if a Change of Control (as defined in the SERP) occurs, the SERP Participant will become fully vested in the SERP SRB.

The SERP SRB is payable upon the later of the date on which the SERP Participant attains age 65 or the SERP Participant's termination of employment. Alternatively, the SERP Participant may elect to commence receiving the SERP SRB upon the later of the date on which the SERP Participant attains age 65 or the SERP Participant's termination of employment. In the event of such an early retirement election, the SERP SRB shall be reduced by 6% of such otherwise payable benefit for each year that the SERP Participant is less than age 65.

The SERP SRB payments will be made for no less than 15 years after the date on which the SERP Participant begins to receive payments; provided, however, that in the event of a Change in Control (as defined in the employment agreement of the SERP Participant), the SERP Participant will be entitled to receive, in lieu of any other payments under the SERP, a lump-sum payment of the economic equivalent of the SERP Participant receiving payments under the SERP for a period of 15 years (with such amount determined as if the SERP Participant were immediately eligible for retirement under the SERP without penalty for early retirement). If the SERP Participant dies after he becomes vested and prior to the date on which the SERP Participant begins to receive SERP SRB payments, the Company will pay a survivors benefit to the SERP Participant's spouse equal to the amount that would have been payable to such spouse if the SERP Participant had commenced receiving the SERP SRB at age 65 in the form of a joint and 50%

survivor annuity. The Company has no duty to set aside or invest any amounts under or in respect to the SERP.

*Supplemental Management Retirement Plan*

Effective November 30, 1994, the Company adopted the SMRP, which is a defined benefit plan. On November 7, 2007, the Company amended the SMRP for the purpose of updating the "Change of Control" definition under the plan and confirming that the Merger would not constitute a "Change of Control" for purposes of the plan, while on April 17, 2008, the Company further amended the SMRP for the purpose of increasing the Early Retirement Date (as defined in the SMRP) for participants from age 55 to age 60 and increasing the Normal Retirement Date (as defined in the SMRP) for participants from age 60 to age 65. Table II below sets forth the total benefits payable to the Named Executive Officers (other than the Chief Executive Officer and President) selected by the Board of Directors to participate in the SMRP. Amounts shown in Table II represent the annual benefits to which the covered Named Executive Officers are entitled under the SMRP.

**TABLE II\***

<b>Remuneration (\$)</b>	<b>At Least 65 Years Old and 10 or More Years of Service</b>
450,000	180,000
600,000	240,000
750,000	300,000
900,000	360,000
1,050,000	420,000
1,200,000	480,000

\*

Assumes normal retirement, which means retirement at age 65 at December 31, 2008.

The SMRP provides a monthly supplemental retirement benefit (the "SMRP SRB"), in addition to any other qualified or non-qualified retirement plan of the Company, equal to one-twelfth of the product of (a) 40% and (b) the Named Executive Officer's final annual compensation, as determined under the SMRP, which amounts are then reduced by monthly benefits payable under all qualified and non-qualified defined benefit retirement plans of the Company. The amounts shown in Table II are not currently subject to any deductions for social security or other offset amounts because the Company currently has no other defined benefit plans. The Named Executive Officers will become vested in the accrued SMRP SRBs upon the later of (a) the attainment of age 65 and (b) the completion of ten years of service after the effective date of the plan, or, if a Change of Control (as defined in the SMRP) occurs, the Named Executive Officer will become fully vested in the SMRP SRB.

The SMRP SRB is payable upon the later of the date on which the Named Executive Officer attains age 65 or the Named Executive Officer's termination of employment. Alternatively, the Named Executive Officer may elect to commence receiving the SMRP SRB upon the later of the date on which the Named Executive Officer attains age 65 or the Named Executive Officer's termination of employment. In the event of an early retirement election, the SMRP SRB shall be reduced by 6% of such otherwise payable benefit for each year that the Named Executive Officer is younger than age 65.

The SMRP SRB payments will be made for no less than 15 years after the date on which the Named Executive Officer begins to receive payments. If the Named Executive Officer dies after becoming vested and prior to the date on which the Named Executive Officer begins to receive SMRP SRB payments, the Company will pay a survivor's benefit to the Named Executive Officer's spouse equal to the amount that would have been payable to such spouse if the Named Executive Officer had commenced receiving the

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SMRP SRB at age 65 in the form of a joint and 50% survivor annuity. The Company has no duty whatsoever to set aside or invest any amounts under or in respect to the SMRP.

### *Assumptions Made in Calculating the Present Value of Accumulated Pension Benefits*

In order to calculate the present value of accumulated benefits as of December 31, 2008, the following assumptions were made:

#### *Assumed Retirement Age*

The assumed retirement age is the normal retirement age defined in the applicable plan (age 65 as of December 31, 2008), and the earliest unreduced retirement age, if applicable. Since unreduced benefits are not available prior to age 65 and all Named Executive Officers are under age 65, age 65 was used for all Named Executive Officers.

#### *Discount Rates*

The discount rate used in calculating year-end 2008 is 5.5%.

#### *Mortality*

The assumed mortality is the RP-2000 white collar mortality table for males and females, as developed and approved by the Society of Actuaries, projected for 25 years. Because pre-retirement decrements are not included in the calculation, the mortality assumption affects only post-retirement present values.

#### *Form of Payment*

Consistent with assumptions used for financial statement purposes, married participants are assumed to elect unreduced 50% joint and survivor annuity, with 15 years of guaranteed payments. For unmarried participants, the annuity is an unreduced single life annuity with 15 years of guaranteed payments. Actual spouse data was used in calculating present values.

#### *Present Values*

Present values are calculated using the assumed retirement age, discount rates, mortality table and form of payment assumptions described above; no decrements are assumed prior to retirement. Further, benefits are based on average earnings on the valuation date, without projection. The resulting benefit is prorated for current service as a participant divided by projected service through vesting date.

### NONQUALIFIED DEFERRED COMPENSATION IN 2008

Name	Plan(a)	Executive Contributions in Last FY (\$ (b))	Company Contributions in Last FY (\$ (c))	Aggregate Earnings (Loss) in Last FY (\$ (d))	Aggregate Withdrawals/ Distributions (\$)	Aggregate Balance at Last FYE (\$)
<b>Current Officers:</b>						
Thomas M. Friel	DCPM	45,192	11,298	(328,812)		687,483
Richard J. Haskins	DCPM	28,685	14,342	(329,723)		510,556
Scott M Nielson	DCPM	43,385	21,692	(171,628)		384,258
Scott M Nielson	DCPE			(3,632,937)		6,661,024

(a) The Company offers both the DCPE and DCPM. See further discussion on details of the plans below.

(b) Amounts deferred are included in the Summary Compensation Table as Salary for the respective Named Executive Officer.



- (c) Amounts included in Summary Compensation Table as Other Compensation for the respective Named Executive Officer.
- (d) Amount represents change in market value for investments. None of these amounts included in this column are included in the Summary Compensation Table.

**Discussion of Nonqualified Deferred Compensation Table**

In addition to the defined benefit plans that it maintains for its executives, the Company also maintains two deferred compensation plans in which the Named Executive Officers were eligible to participate in 2008: the Deferred Compensation Plan For Executives (the "DCPE"), in which Mr. Nielson has a balance and the Deferred Compensation Plan For Management (the "DCPM"), to which Messrs. Friel, Haskins and Nielson are participants as of December 31, 2008.

The DCPE, in effect as of November 30, 1994, as amended and restated as of September 12, 2001, as amended as of December 4, 2002 and as further amended as of November 11, 2007, is a deferred compensation plan for executive officers whose base salaries are a rate in excess of the amount specified in Section 401(a) (17) of the Internal Revenue Code of 1986, as amended (the "Code"), and who are selected for participation by the Board of Directors. These executive officers may defer up to 50% of their regular base salary and 100% of any special and/or discretionary bonuses and receive a Company match of up to 5% of any base salary and bonus deferred under the DCPE. If the executive officer is terminated without cause or if a Change of Control (as defined in the DCPE) occurs prior to completion of five years of continuous service, any accrued balance existing under the matching and supplemental accounts becomes fully vested as of the date of such event. Hardship distributions are permitted under the plan in the event of an unforeseeable emergency, and will be limited to the amount shown to be necessary to meet the emergency. An executive officer may specify a date, no earlier than 13 months after the date of such election, on which the vested accrued balances of his accounts under the DCPE will be paid. Absent such election, the vested accrued balances will be paid following the termination of his employment with the Company.

As of January 2005, deferrals were no longer being made into the DCPE as the Named Executive Officers elected to participate in the DCPM instead. As of December 31, 2008, Mr. Nielson was the only Named Executive Officer with a balance in the DCPE. The participant's account balance is invested in various money market funds, stocks (excluding Company common stock), bonds, government securities and mutual funds.

The DCPM, in effect as of November 30, 1994, as amended and restated as of January 1, 2001, as amended as of August 13, 2007, and as further amended as of November 11, 2007, is a deferred compensation plan for a select group of management and highly compensated employees who are selected for participation by the Board of Directors. Participants may defer up to 90% of their regular base salary and 100% of any special and/or discretionary bonuses and receive a Company match of up to 5% of any base salary and bonus deferred under the DCPM. Effective January 1, 2009, the Company elected to suspend the employer match. If the Named Executive Officer is terminated, any accrued balance existing under the matching and supplemental accounts shall be paid to the Named Executive Officer as soon as practicable after such termination. Hardship distributions are permitted under the plan in the event of an unforeseeable emergency, and will be limited to the amount shown to be necessary to meet the emergency. All contributions to the DCPM are invested in multiples of 1% as designated by the participant. A participant may direct his or her contributions into a select group of investment options.



**POTENTIAL PAYMENTS UPON TERMINATION OF EMPLOYMENT OR CHANGE OF CONTROL**

The following tables set forth the estimated current value of benefits that could be paid to each of our Named Executive Officers upon the occurrence of various termination events. The tables reflect the amounts that would be payable under the various arrangements if the event in question occurred as of December 31, 2008. Actual amounts payable upon a triggering event could differ materially from the amounts reported in the following table.

**Frank J. Fertitta III**

<b>Executive Benefits and Payments Upon Termination</b>	<b>Retirement (\$ (a))</b>	<b>Death (\$)</b>	<b>Disability (\$)</b>	<b>Terminated without Cause prior to Change in Control (\$)</b>	<b>Change in Control No Termination (\$)</b>	<b>Change in Control Termination without Cause (\$ (b))</b>	<b>Change in Control Termination by Executive without Good Reason (\$ (c))</b>
Salary (d)		4,500,000	4,500,000	19,800,000		19,800,000	15,840,000
Bonus					2,700,000		
<b>Benefits and Perquisites</b>							
Post-employment Health Care (e)			1,000	1,000		1,000	1,000
Supplemental Executive Retirement Plan (f)					1,496,034	1,496,034	
Life Insurance (g)		70,000,000			217,000	217,000	

- (a) Frank J. Fertitta III was not eligible to receive any retirement benefits as of December 31, 2008.
- (b) Benefits are payable if at any time subsequent to a Change in Control, Frank J. Fertitta III's employment is terminated by the Company without Cause or by Frank J. Fertitta III for Good Reason (as each term is defined in his employment agreement).
- (c) If the termination by Frank J. Fertitta III without Good Reason (as defined in his employment agreement) occurred any time after the first twelve months following a Change in Control, he would be entitled to a lump-sum payment of \$19.8 million.
- (d) In the event of death or disability, Frank J. Fertitta III or beneficiary would receive his current monthly salary for a period of 24 months. Amounts for death or disability represent Frank J. Fertitta III's monthly salary for the entire 24-month period. In the event of termination without Cause, Frank J. Fertitta would receive a lump sum payment equal to four times 220% of his base salary at the time of termination of his employment. In the event of termination by Frank J. Fertitta without Good Reason within one year following a Change a Control, he would receive a lump sum payment equal to 80% of four times 220% of his base salary at the time of termination of his employment.
- (e) Frank J. Fertitta III is entitled to continuation of benefits for a period of 60 months or a value-equivalent lump-sum payment. Amount is estimated based on 2008 costs related to the Exec-U-Care program and represents the annual costs.
- (f) Amount represents the unreduced annual payment to be paid to Frank J. Fertitta III. The SERP supplemental retirement benefit payments will be made for no less than 15 years after the date on which Frank J. Fertitta III begins to receive payments; provided, however, that in the event of a Change in Control (as defined in his employment agreement), Frank J. Fertitta III will be entitled to receive a lump-sum payment of the economic equivalent of Frank J. Fertitta III receiving payments under the SERP for a period of 15 years.
- (g) In the event of death, a payment of \$70.0 million will be made to the designated beneficiary under a third party insurance policy. Amounts for benefits provided in the case of a Change in Control are estimated based on 2008 premiums paid by the Company and represent the annual costs.



**Thomas M. Friel**

<b>Executive Benefits and Payments Upon Termination</b>	<b>Retirement (\$ (a))</b>	<b>Death (\$)</b>	<b>Disability (\$)</b>	<b>Terminated without Cause prior to Change in Control (\$)</b>	<b>Change in Control No Termination (\$)</b>	<b>Change in Control Termination without Cause (\$ (b))</b>	<b>Change in Control Termination by Executive without Good Reason (\$ (c))</b>
Salary (d)				2,160,000		2,160,000	2,160,000
Bonus							
Class B Units and Class C Units:							
Vesting Accelerated (e)							
<b>Benefits and Perquisites</b>							
Post-employment Health Care (f)				2,500		2,500	2,500
Supplemental Management Retirement Plan (g)						175,333	175,333
Long-Term Stay-On Performance Incentive Plan						250,000	
Life Insurance (h)		4,000,000				4,000	4,000

- (a) Mr. Friel was not eligible to receive any retirement benefits as of December 31, 2008.
- (b) Benefits are payable if within five years following a Change in Control, Mr. Friel's employment is terminated by the Company without Cause or by Mr. Friel for Good Reason (as each term is defined in his employment agreement).
- (c) Benefits are payable if Mr. Friel terminates his employment without Good Reason within 90 days following the first anniversary of a Change in Control.
- (d) In the event of termination after a Change in Control, Mr. Friel would receive a lump sum payment equal to the greater of (i) three times 160% of his base salary at the time of the Change in Control or (ii) three times 160% of his base salary at the time of termination of his employment.
- (e) Upon the occurrence of a Change in Control, all unvested Class B Units and Class C Units shall immediately vest. The market value of the Class B Units and Class C Units is not readily determinable as they represent equity interests in private limited liability companies.
- (f) Mr. Friel is entitled to continuation of medical insurance for a period of 36 months or a value-equivalent lump-sum payment. Amount is estimated based on 2008 costs related to the Exec-U-Care program and represents the annual costs.
- (g) Amount represents unreduced annual benefit payable as a single life annuity with 15 years of guaranteed payments beginning at age 65.
- (h) In the event of death, a payment of \$4.0 million will be made to the designated beneficiary under a third party insurance policy. Amounts for benefits provided in the case of a Change in Control are estimated based on 2008 premiums paid by the Company and represent the annual costs.

**Richard J. Haskins**

<b>Executive Benefits and Payments Upon Termination</b>	<b>Retirement (\$ (a))</b>	<b>Death (\$)</b>	<b>Disability (\$)</b>	<b>Terminated without Cause prior to Change in Control (\$)</b>	<b>Change in Control No Termination (\$)</b>	<b>Change in Control Termination without Cause (\$ (b))</b>	<b>Change in Control Termination by Executive without Good Reason (\$ (c))</b>
Salary (d)				2,851,200		2,851,200	2,851,200
Bonus							
Class B Units and Class C Units:							
Vesting Accelerated (e)							
<b>Benefits and Perquisites</b>							
Post-employment Health Care (f)				1,000		1,000	1,000
Supplemental Management Retirement Plan (g)						254,269	254,269
Long-Term Stay-On Performance Incentive Plan						125,000	
Life Insurance (h)		4,000,000				3,000	3,000

- (a) Mr. Haskins was not eligible to receive any retirement benefits as of December 31, 2008.
- (b) Benefits are payable if within five years following a Change in Control, Mr. Haskins' employment is terminated by the Company without Cause or by Mr. Haskins for Good Reason (as each term is defined in his employment agreement).
- (c) Benefits are payable if Mr. Haskins terminates his employment without Good Reason within 90 days following the first anniversary of a Change in Control.
- (d) In the event of termination after a Change in Control, Mr. Haskins would receive a lump sum payment equal to the greater of (i) three times 160% of his base salary at the time of the Change in Control or (ii) three times 160% of his base salary at the time of termination of his employment.
- (e) Upon the occurrence of a Change in Control, all unvested Class B Units and Class C Units shall immediately vest. The market value of the Class B Units and Class C Units is not readily determinable as they represent equity interests in private limited liability companies.
- (f) Mr. Haskins is entitled to continuation of benefits for a period of 36 months or a value-equivalent lump-sum payment. Amount represents annual costs based on 2008 costs related to the Exec-U-Care program and represents the annual costs.
- (g) Amount represents unreduced annual benefit payable as a 50% joint and survivor annuity with 15 years of guaranteed payments beginning at age 65.
- (h) In the event of death, a payment of \$4.0 million will be made to the designated beneficiary under a third party insurance policy. Amounts for benefits provided in the case of a Change in Control are estimated based on 2008 premiums paid by the Company and represent the annual costs.

## Kevin L. Kelley

Executive Benefits and Payments Upon Termination	Retirement (\$ (a))	Death (\$)	Disability (\$)	Terminated without Cause prior to Change in Control (\$)	Change in Control No Termination (\$)	Change in Control Termination without Cause (\$ (b))	Change in Control Termination by Executive without Good Reason (\$ (c))
Salary (d)				4,800,000		4,800,000	4,800,000
Bonus							
Class B Units and Class C Units:							
Vesting Accelerated (e)							
<b>Benefits and Perquisites</b>							
Post-employment Health Care (f)				1,000		1,000	1,000
Supplemental Management Retirement Plan (g)						400,000	400,000
Life Insurance (h)		4,000,000				7,000	7,000

- (a) Mr. Kelley was not eligible to receive any retirement benefits as of December 31, 2008.
- (b) Benefits are payable if within five years following a Change in Control, Mr. Kelleys' employment is terminated by the Company without Cause or by Mr. Kelley for Good Reason (as each term is defined in his employment agreement).
- (c) Benefits are payable if Mr. Kelley his employment without Good Reason within 90 days following the first anniversary of a Change in Control.
- (d) In the event of termination after a Change in Control, Mr. Kelley would receive a lump sum payment equal to the greater of (i) three times 160% of his base salary at the time of the Change in Control or (ii) three times 160% of his base salary at the time of termination of his employment.
- (e) Upon the occurrence of a Change in Control, all unvested Class B Units and Class C Units shall immediately vest. The market value of the Class B Units and Class C Units is not readily determinable as they represent equity interests in private limited liability companies.
- (f) Mr. Kelley is entitled to continuation of benefits for a period of 36 months or a value-equivalent lump-sum payment. Amount represents annual costs based on 2008 costs related to the Exec-U-Care program and represents the annual costs.
- (g) Amount represents unreduced annual benefit payable as a 50% joint and survivor annuity with 15 years of guaranteed payments beginning at age 65.
- (h) In the event of death, a payment of \$4.0 million will be made to the designated beneficiary under a third party insurance policy. Amounts for benefits provided in the case of a Change in Control are estimated based on 2008 premiums paid by the Company and represent the annual costs.

## Scott M Nielson

<b>Executive Benefits and Payments Upon Termination</b>	<b>Retirement (\$ (a))</b>	<b>Death (\$)</b>	<b>Disability (\$)</b>	<b>Terminated without Cause prior to Change in Control (\$)</b>	<b>Change in Control No Termination (\$)</b>	<b>Change in Control Termination without Cause (\$ (b))</b>	<b>Change in Control Termination by Executive without Good Reason (\$ (c))</b>
Salary (d)				4,147,200		4,147,200	4,147,200
Bonus							
Class B Units and Class C Units:							
Vesting Accelerated (e)							
<b>Benefits and Perquisites</b>							
Post-employment Health Care (f)				11,000		11,000	11,000
Supplemental Management Retirement Plan (g)						370,513	370,513
Special Long-Term Disability Plan (h)			778,800				
Life Insurance (i)		7,500,000				6,000	6,000

- (a) Mr. Nielson was not eligible to receive any retirement benefits as of December 31, 2008.
- (b) Benefits are payable if within five years following a Change in Control, Mr. Nielson's employment is terminated by the Company without Cause or by Mr. Nielson for Good Reason (as each term is defined in his employment agreement).
- (c) Benefits are payable if Mr. Nielson terminates his employment without Good Reason within 90 days following the first anniversary of a Change in Control.
- (d) In the event of termination after a Change in Control, Mr. Nielson would receive a lump sum payment equal to the greater of (i) three times 160% of his base salary at the time of the Change in Control or (ii) three times 160% of his base salary at the time of termination of his employment.
- (e) Upon the occurrence of a Change in Control, all unvested Class B Units and Class C Units shall immediately vest. The market value of the Class B Units and Class C Units is not readily determinable as they represent equity interests in private limited liability companies.
- (f) Mr. Nielson is entitled to continuation of benefits for a period of 36 months or a value-equivalent lump-sum payment. Amount represents annual costs based on 2008 costs related to the Exec-U-Care program and represents the annual costs.
- (g) Amount represents unreduced annual benefit payable as a 50% joint and survivor annuity with 15 years of guaranteed payments beginning at age 65.
- (h) Amount represents 66% of the average base salary and bonus for the two plan years immediately preceding (but not including) the year in which Mr. Nielson's employment is terminated due to disability. Benefit will be reduced by any benefit Mr. Nielson receives from all other disability plans sponsored by the Company, if any.
- (i) In the event of death, a payment of \$7.5 million will be made to the designated beneficiary under a third party insurance policy. Amounts for benefits provided in the case of a Change in Control are estimated based on 2008 premiums paid by the Company and represent the annual costs.



### Change in Control Events Under The Employment Agreements

As described in "Compensation Discussion and Analysis Employment Agreements", each of the Company's Named Executive Officers is party to an employment agreement that requires us to make payments and provide benefits to such Named Executive Officer upon the termination of his employment with us under various scenarios. The Employment Agreements do not provide for any additional payments or benefits under a voluntary termination of employment by the Named Executive Officer or involuntary termination by the Company for Cause (as defined in the Employment Agreements). Under those scenarios, the Named Executive Officers are only entitled to their accrued and unpaid obligations, such as salary and unused vacation.

A description of the payments and benefits that we are required to provide to the Named Executive Officers under their Employment Agreements upon various termination events is set forth below.

"Change in Control" is defined under the Employment Agreements as any event in which:

prior to the occurrence of an initial public offering of the capital stock of the Company or any entity that owns or controls substantially all of the assets of the Company, the consummation of any transaction (including, without limitation, any merger or consolidation) as a result of which any person, corporation, entity or group, other than certain existing members of FCP or a permitted transferee or affiliate thereof, becomes the beneficial owner of more than 50% of the total issued and outstanding Class A Units and Class B Units of FCP;

after the occurrence of an initial public offering of the capital stock of the Company or any entity that owns or controls substantially all of the assets of the Company, the consummation of any transaction (including, without limitation, any merger or consolidation) as a result of which any person, corporation, entity or group, other than certain existing members of FCP or a permitted transferee or affiliate thereof, becomes the beneficial owner of more than 35% of the total issued and outstanding shares of voting stock of the Company or the affiliate thereof which is the issuer of the equity interests offered and sold in any such initial public offering; or

the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation) in one or a series of related transactions, of more than 50% (as measured by fair market value at the time of transfer) of the assets of the Company to any person (other than the Company or a Company subsidiary), other than any member of FCP as of November 7, 2007 (or a permitted transferee or affiliate thereof) or as part of any financing transaction engaged in by the Company or a Company subsidiary.

No Change of Control shall be deemed to have occurred as a result of any reorganization of or similar transaction engaged in by the Company or any subsidiary of the Company (including an initial public offering). "Beneficial ownership" shall have the same meaning as defined in Rules 13d-3 and 13d-5 under the Exchange Act.

"Cause" is defined under the employment agreements of the Named Executive Officers (other than Frank J. Fertitta III) as any event in which the Named Executive Officer:

has been convicted of any felony;

has been found unsuitable to hold a gaming license by a final non-appealable decision of the Nevada Gaming Commission;  
or

in carrying out his duties under the employment agreement, has engaged in acts or omissions constituting gross negligence or willful misconduct resulting, in either case, in material economic harm to the Company.



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"Cause" is defined under the employment agreement of Frank J. Fertitta III as any event in which the Named Executive Officer has been found unsuitable to hold a gaming license by final, non-appealable decision of the Nevada Gaming Commission.

"Good Reason" is defined under the employment agreements of the Named Executive Officers (other than Frank J. Fertitta III) as the occurrence of one or more of the following events without the Named Executive Officer's prior written consent following a Change in Control:

the Named Executive Officer is assigned duties or responsibilities that are inconsistent, in any significant respect, with the position of a senior manager;

the Named Executive Officer is required to relocate from, or maintain his principal office outside of, Las Vegas, Nevada;

the Named Executive Officer's base salary is decreased by the Company;

the Named Executive Officer is excluded from participation in any employee benefit or short-term incentive plan or program offered to other similarly executives of the Company or his benefits under such plans or programs are materially reduced;

the Company fails to pay the Named Executive Officer any deferred payments that have become payable under the DCPE;

the Company fails to reimburse the Named Executive Officer for business expenses in accordance with the Company's policies, procedures or practices;

the Company fails to agree to or to actually indemnify the Named Executive Officer for his actions and/or inactions, as either a director or an officer of the Company, in accordance with his employment agreement, and/or the Company fails to maintain reasonably sufficient levels of directors' and officers' liability insurance coverage for the Named Executive Officer when such insurance is available; or

the Company fails to obtain a written agreement from any successor or assign of the Company to assume the obligations under the employment agreement upon a Change in Control.

"Good Reason" is defined under the employment agreement of Frank J. Fertitta III as the occurrence of one or more of the following events without the Named Executive Officer's prior written consent:

the Named Executive Officer is not appointed to or is otherwise removed from his office for any reason other than the termination of his employment;

the Named Executive Officer is assigned duties or responsibilities that are inconsistent with the scope of duties and responsibilities associated with the Named Executive Officer's position;

the Company gives the Named Executive Officer notice that it does not intend to extend his term of employment for an additional five year period, unless Frank J. Fertitta III and Lorenzo J. Fertitta collectively do not hold at least 2.5% of the outstanding Class A Units of FCP;

the Named Executive Officer is not appointed to or is removed from membership on the Company's Board of Directors other than for Cause;

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the Named Executive Officer is required to relocate from, or maintain his principal office outside of, Las Vegas, Nevada;

the Named Executive Officer suffers a material reduction in the authorities, duties or responsibilities associated with his position;

the Named Executive Officer's base salary is decreased by the Company or is not increased in accordance with his employment agreement;

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the Named Executive Officer is excluded from participation in any employee benefit or incentive plan or program (other than equity-based compensation) offered to other executives of the Company or his benefits or opportunities under any employee benefit or incentive plan or program of the Company is or are materially reduced;

the Named Executive Officer is not permitted to participate in the DCPE or any other incentive compensation plans or programs offered by the Company to senior executives;

the Company fails to pay the Named Executive Officer any deferred payments that have become payable under the DCPE or any other bonus or incentive plans;

the Company fails to reimburse the Named Executive Officer for business expenses in accordance with the Company's policies, procedures or practices;

the Company fails to agree to or to actually indemnify the Named Executive Officer for his actions and/or inactions, as either a director or officer of the Company, to the fullest extent permitted by Nevada law and the Company's by-laws, and/or the Company fails to maintain reasonably sufficient levels of directors' and officers' liability insurance coverage for the Named Executive Officer when such insurance is available;

the Company fails to make any of the payments or to provide any of the benefits required to be paid upon the occurrence of a Change of Control; or

the Company fails to obtain a written agreement satisfactory to the Named Executive Officer from any successor or assign of the Company to assume and perform the employment agreement.

### *Termination As A Result Of Death Or Disability*

In the event that a Named Executive Officer is terminated as a result of his death or Disability, he or his legal representative will receive all salary due to the Named Executive Officer under his employment agreement as of the date of his death or Disability, and, in the case of Frank J. Fertitta III, his then current salary for 24 months. In addition, each Named Executive Officer will receive any awarded but unpaid annual and supplemental bonus and a pro-rated bonus for the year of death or Disability, plus payment of any deferred compensation or bonuses, and in the case of Frank J. Fertitta III, immediate vesting of restricted stock and unvested stock options and continuation of health and welfare benefits for 60 months (or, at such Named Executive Officer's option, a lump-sum payment of the economic equivalent thereof).

### *Termination Without Cause Prior To A Change In Control*

In the event a Named Executive Officer (other than Frank J. Fertitta III) is terminated without Cause, other than due to death or Disability, prior to a Change in Control, the Named Executive Officer will receive a payment equal to three times 160% of such Named Executive Officer's base salary, a portion of which is conditioned upon the Named Executive Officer's entrance into a general release of any claims against the Company and its affiliates and subsidiaries, and each of their agents, employees, managers, representatives, officers, directors, advisors, successors and assigns, relating to his employment with the Company or the termination of his employment with the Company. In the event of Frank J. Fertitta III's termination without Cause or for Good Reason prior to a Change in Control, he will receive a payment equal to four times 220% of his base salary. If any Named Executive Officer (other than Frank J. Fertitta III) is terminated without Cause, other than due to death or Disability, prior a Change in Control, he will also receive any bonus awarded but not yet paid, immediate vesting of any deferred compensation or bonuses, 180 days to exercise all vested options, and continuation of medical insurance for 36 months. If the employment of Frank J. Fertitta III is terminated without Cause or for Good Reason prior to a Change in Control, he will also receive any bonus awarded but not yet paid, a pro-rated bonus for the year of termination, any deferred compensation or bonus, continuation of health and welfare benefits for 60 months (or, at such Named Executive Officer's option, a lump-sum payment of the economic equivalent

thereof) and immediate vesting of all restricted stock and unvested stock options and the ability to exercise the vested options for the remaining term of such stock options.

*Change In Control No Termination*

Immediately upon the occurrence of a Change in Control, the Named Executive Officers will be entitled to immediate vesting of all restricted stock, stock options, phantom stock units and stock appreciation rights, immediate vesting of any deferred compensation or bonus, and Frank J. Fertitta III will also be entitled to (i) annual bonuses of at least 120% of base salary, (ii) a lump-sum payment equal to the economic equivalent of such Named Executive Officer receiving payments under the SERP for a period of fifteen years (with such amount determined as if the Named Executive Officer were immediately eligible for early retirement under the SERP as of the termination date without penalty for early retirement), and (iii) continued funding of life insurance policies.

*Change In Control Termination By The Company Without Cause Or By The Named Executive Officer With or Without Good Reason*

Additionally, if the employment of any Named Executive Officer (other than Frank J. Fertitta III) is terminated following a Change in Control by the Named Executive Officer without Good Reason within 90 days following the first anniversary of a Change in Control, the Named Executive Officer will be entitled to a payment equal to the greater of three times 160% of his base salary at the time of the Change in Control or at the time of termination, a pro-rata bonus, immediate vesting of his supplemental retirement benefits under the SMRP, continued funding of life insurance policies, and continuation of medical insurance for 36 months (or, at such Named Executive Officer's option, a lump-sum payment of the economic equivalent thereof). If the employment of any Named Executive Officer (other than Frank J. Fertitta III) is terminated within five years following a Change in Control, either by the Company without Cause or by the Named Executive Officer for Good Reason, the Named Executive Officer will be entitled to the benefits described in the preceding sentence and immediate vesting and pay-out of all amounts set forth in his Long-Term Stay-On Agreement, if applicable. In the event that Frank J. Fertitta III's employment is terminated following a Change in Control, either by the Company without Cause, by such Named Executive Officer with Good Reason, or by such Named Executive Officer without Good Reason after one year of such Change of Control, such Named Executive Officer will be entitled to receive, a payment equal to four times 220% of his base salary, a pro-rata bonus and continuation of medical insurance for 60 months. In the event that Frank J. Fertitta III's employment is terminated by such Named Executive Officer without Good Reason within one year following a Change in Control, such Named Executive Officer will be entitled to receive, a payment equal to 80% of four times 220% of his base salary.

*Additional Amounts Payable In Respect of Code Section 4999 Excise Tax*

If any payment or benefit paid or payable, or received or to be received, by or on behalf of the Named Executive Officer in connection with a Change in Control or the termination of the Named Executive Officer's employment following a Change in Control, will be subject to the excise tax imposed by Section 4999 of the Code, the Employment Agreements provide that the Company will pay the Named Executive Officer an additional amount such that, after payment by the Named Executive Officer of all taxes, the Named Executive Officer retains an amount of such additional payment equal to the excise tax imposed on such payments and benefits paid or payable or received or to be received.

**DIRECTOR COMPENSATION FOR 2008**

The following table discloses the compensation for our director for the year ended December 31, 2008.

Name	Fees Earned or Paid in		Total (\$)
	Cash (\$)	Stock Awards (\$)	
James E. Nave, D.V.M.	75,000		75,000

**Discussion of Director Compensation Table**

Following the Merger, the Board of Directors set Dr. Nave's annual compensation for his services to the Company as a member of the Board of Directors (including all committees thereof) as \$75,000 per year. No other directors will receive compensation for their services to the Company as members of the Board of Directors.

**GOVERNANCE AND COMPENSATION COMMITTEE  
INTERLOCKS AND INSIDER PARTICIPATION**

Since we currently do not have a standing compensation committee, the functions that were performed by the Governance and Compensation Committee prior to the Merger are now performed by the Board of Directors as a whole. The members of our Board of Directors are Frank J. Fertitta III, Lorenzo J. Fertitta, Thomas J. Barrack, Jr., Jonathan H. Grunzweig and Dr. James E. Nave, D.V.M. Frank J. Fertitta III is a current officer and employee of the Company and officer of certain of our subsidiaries. During 2008, none of our executive officers served as a director or member of a compensation committee (or other committee serving an equivalent function) of any other entity whose executive officers served as a director or member of our Board of Directors.

**ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

**PRINCIPAL STOCKHOLDERS OF THE COMPANY**

The following table sets forth, as of December 31, 2008, certain information regarding the shares of voting common stock beneficially owned by each stockholder who is known by the Company to beneficially own in excess of 5% of the outstanding shares of common stock, by each director and Named Executive Officer and by all Named Executive Officers and directors as a group.

Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership		Percent of Class
	Currently Owned (4)	Acquirable Within 60 days	
FCP VoteCo, LLC (1)	41.7		100.0
Frank J. Fertitta III (2)	13.9		33.3
Lorenzo J. Fertitta (2)	13.9		33.3
Thomas J. Barrack, Jr. (3)	13.9		33.3
Named Executive Officers and Directors as a Group (3 persons)	41.7		100.0

- (1) All of the voting common stock of Station Casinos, Inc. is owned by FCP VoteCo, LLC ("FCP VoteCo"). Frank J. Fertitta III, Lorenzo J. Fertitta and Thomas J. Barrack, Jr. are the managers of FCP VoteCo and each holds a 33.3% interest in FCP VoteCo. The address of FCP VoteCo is 1999 Avenue of the Stars, Suite 1200, Los Angeles, California 90067.
- (2) The address of each of Mr. Frank J. Fertitta III and Mr. Lorenzo J. Fertitta is 1505 South Pavilion Center Drive, Las Vegas, Nevada 89135.
- (3) The address of Mr. Thomas J. Barrack, Jr. is 1999 Avenue of the Stars, Suite 1200, Los Angeles, California 90067.
- (4) All of the shares of voting common stock of the Company were pledged to Deutsche Bank Trust Company Americas, as collateral agent under the Company's senior secured credit facilities (the "Collateral Agent"), as collateral security for all obligations under the senior secured credit facilities. The Collateral Agent may acquire ownership of such shares if the Company defaults under the senior secured credit facilities.

**PRINCIPAL STOCKHOLDERS OF FERTITTA PARTNERS LLC**

The following table sets forth, as of December 31, 2008, certain information regarding the membership interests beneficially owned by each person who is known by the Company to beneficially own in excess of 5% of the outstanding units of Fertitta Partners LLC, by each director and Named Executive Officer and by all Named Executive Officers and directors as a group.

Name and Address of Beneficial Owner (1)	Class A Units (2)	% of Class A Units	Class B Units	% of Class B Units	Class C Units	% of Class C Units
FCP Class B Holdco, LLC (3)			1,769,479	100.0%		
Frank J. Fertitta III	3,979,884	39.7%	734,357	41.6%		
Lorenzo J. Fertitta	4,038,153	40.3%	734,357	41.6%		
Blake L. Sartini & Delise F. Sartini (4)	1,653,984	16.5%				
Scott M Nielson	222,223	2.2%	58,984	3.3%	29,431	8.2%
Richard J. Haskins	33,334	*	58,984	3.3%	29,431	8.2%
Kevin L. Kelley			58,984	3.3%	29,431	8.2%
Thomas M. Friel	5,556	*	35,389	2.0%	29,431	8.2%
Named Executive Officers and Directors as a Group (5)	8,279,150	82.6%	1,681,055	95.1%	117,724	32.7%

\*

Less than 1%

(1)

The address of each of the stockholders in this table other than Blake L. Sartini and Delise F. Sartini is: c/o Station Casinos, Inc., 1505 South Pavilion Center Drive, Las Vegas, Nevada 89135.

(2)

In connection with the Merger, Class A Units in Fertitta Partners LLC were issued to the investors, including members of senior management who directly or indirectly reinvested all or a portion of their Station Casinos, Inc. equity and/or cash, in respect of their capital contributions to Fertitta Partners LLC. As of December 31, 2008, Fertitta Partners LLC had 10,027,049 Class A Units issued and outstanding.

(3)

The members of FCP Class B Holdco, LLC include Frank J. Fertitta III, Lorenzo J. Fertitta, Scott M Nielson, Richard J. Haskins, Kevin L. Kelley, Thomas M. Friel and other members of management.

(4)

Neither Blake L. Sartini nor Delise F. Sartini is currently a director or officer of Station Casinos, Inc. Delise F. Sartini is a former director of Station, is the sister of Frank J. Fertitta III and Lorenzo J. Fertitta and is married to Blake L. Sartini. In addition to being the brother-in-law of Frank J. Fertitta III and Lorenzo J. Fertitta, Blake L. Sartini is a former director and a former executive officer of Station and is married to Delise F. Sartini. The address for Blake L. Sartini and Delise F. Sartini is 6595 South Jones Blvd., Las Vegas, Nevada 89118.

(5)

Named Executive Officers and Directors as Group consist of 5 persons for Class A Units, 6 persons for Class B Units and 4 persons for Class C Units.

**PRINCIPAL STOCKHOLDERS OF FERTITTA COLONY PARTNERS LLC**

The following table sets forth, as of December 31, 2008, certain information regarding the membership interests beneficially owned by each member who is known by the Company to beneficially own in excess of 5% of the outstanding units of Fertitta Colony Partners LLC, by each director and Named Executive Officer and by all Named Executive Officers and directors as a group.

Name and Address of Beneficial Owner (1)	Class A Units	% of Class A Units	Class B Units (2)	% of Class B Units	Class C Units (3)	% of Class C Units
FC Investor, LLC (4)	31,647,789	100.0%				
FCP Class B Holdco, LLC (5)			5,584,904	100.0%		
Frank J. Fertitta III			2,317,808	41.5%		
Lorenzo J. Fertitta			2,317,808	41.5%		
Scott M Nielson			186,167	3.3%	92,893	8.2%
Richard J. Haskins			186,167	3.3%	92,893	8.2%
Kevin L. Kelley			186,167	3.3%	92,893	8.2%
Thomas M. Friel			111,699	2.0%	92,893	8.2%
Named Executive Officers and Directors as a Group (6)			5,305,816	95.0%	371,572	32.8%

- (1) The address of each of the stockholders in this table other than FC Investor, LLC is: c/o Station Casinos, Inc., 1505 South Pavilion Center Drive, Las Vegas, Nevada 89135.
- (2) The Class B Units vest equally over five years with the exception of Frank J. Fertitta III and Lorenzo J. Fertitta which vested upon grant.
- (3) The Class C Units vest equally over five years.
- (4) Thomas J. Barrack, Jr., a director of Station Casinos, Inc. and is the Chairman and Chief Executive Officer of FC Investor, LLC. The address for FC Investor, LLC is: 1999 Avenue of the Stars, Suite 1200, Los Angeles, California 90067.
- (5) The members of FCP Class B Holdco, LLC include Frank J. Fertitta III, Lorenzo J. Fertitta, Scott M Nielson, Richard J. Haskins, Kevin L. Kelley, Thomas M. Friel and members of management.
- (6) Named Executive Officers and Directors as Group consist of 6 persons for Class B Units and 4 persons for Class C Units.



**ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

**Boulder Station Lease**

The Company entered into a ground lease for 27 acres of land on which Boulder Station is located. The Company leases this land from KB Enterprises, a company owned by Frank J. Fertitta, Jr. and Victoria K. Fertitta (the "Related Lessor"), the parents of Frank J. Fertitta III, Chairman of the Board, Chief Executive Officer and President of the Company and Lorenzo J. Fertitta, Vice Chairman of the Board. The lease has a maximum term of 65 years, ending in June 2058. The lease provides for monthly payments of \$222,933 through May 2018. In June 2013, and every ten years thereafter, the rent will be adjusted to the product of the fair market value of the land and the greater of (i) the then prevailing annual rate of return for comparably situated property or (ii) 8% per year. In June 2018, and every ten years thereafter, the rent will be adjusted by a cost of living factor. In no event will the rent for any period be less than the immediately preceding period. Pursuant to the ground lease, the Company has an option, exercisable at five-year intervals with the next option in June 2013, to purchase the land at fair market value. In connection with the CMBS Loans, the Boulder Station ground lease is subleased back to Boulder Station by the Company. The CMBS Loans are secured by, among other things, a perfected first priority leasehold deed of trust on the leasehold estate of the tenant (previously Boulder Station but now FCP PropCo, LLC) under the Boulder Ground Lease. The Company believes that the terms of the ground lease are as fair to the Company as could be obtained from an independent third party.

**Texas Station Lease**

The Company entered into a ground lease for 47 acres of land on which Texas Station is located. The Company leases this land from Texas Gambling Hall & Hotel, Inc., a company owned by the Related Lessor. The lease has a maximum term of 65 years, ending in July 2060. The lease provides for monthly rental payments of \$337,417 through June 2010. In July 2010, and every ten years thereafter, the rent will be adjusted to the product of the fair market value of the land and the greater of (i) the then prevailing annual rate of return being realized for owners of comparable land in Clark County or (ii) 8% per year. In July 2015, and every ten years thereafter, the rent will be adjusted by a cost of living factor. In no event will the rent for any period be less than the immediately preceding period. Pursuant to the ground lease, the Company has an option, exercisable at five-year intervals with the next option in May 2010, to purchase the land at fair market value. Our obligations under the Credit Agreement are secured by, among other things, a leasehold deed of trust on the leasehold estate of Texas Station under this ground lease. The Company believes that the terms of the ground lease are as fair to the Company as could be obtained from an independent third party.

**Zuffa, LLC**

We have purchased tickets to events held by Zuffa, LLC ("Zuffa") which is the parent company of the Ultimate Fighting Championship ("UFC") and is owned by Frank J. Fertitta III and Lorenzo J. Fertitta. For the year ended December 31, 2008, we made payments to Zuffa for \$688,535 for ticket purchases to, and closed circuit viewing fees of, UFC events. In the year ended December 31, 2007, ticket purchases to Zuffa totaled \$287,850. In addition, in September 2008 Zuffa and a wholly-owned subsidiary of the Company entered into a month-to-month license agreement whereby Zuffa has the rights to a previously unused portion at Palace Station for general office and administrative use. Payments received by the Company related to this license agreement totaled approximately \$21,000.

**PROCEDURES FOR REVIEW, APPROVAL OR RATIFICATION  
OF TRANSACTIONS WITH RELATED PERSONS**

Our Board of Directors has approved the related party transaction policy and procedures which give our Audit Committee the power to approve or disapprove potential related party transactions of our directors and executive officers, and their immediate family members. The Audit Committee is charged with reviewing all relevant facts and circumstances of a related party transaction, including if the transaction is on terms comparable to those that could be obtained in arm's length dealings with an unrelated third party and the extent of the person's interest in the transaction.

**DIRECTOR INDEPENDENCE**

Our Board of Directors is composed of Frank J. Fertitta III, Lorenzo J. Fertitta, Thomas J. Barrack, Jr., Jonathan H. Grunzweig and Dr. James E. Nave, D.V.M. Our Board of Directors currently has one standing committee, the Audit Committee.

Though not formally considered by our Board because our common stock is no longer traded on any national securities exchange, based upon the listing standards of the NYSE, the national securities exchange upon which our common stock was traded prior to the Merger, we do not believe that any of our directors other than Dr. Nave would be considered "independent" because of their relationships with the entities which hold significant interests in FCP, Fertitta Partners and FCP VoteCo, which collectively hold all of our outstanding common stock, and other relationships with us. Accordingly, we do not believe that any of Messrs. Frank J. Fertitta III, Lorenzo J. Fertitta, Barrack or Grunzweig would meet the independence requirements of Rule 10A-1 of the Exchange Act or the NYSE listing standards. We do not have standing nominating, corporate governance or compensation committees, or committees that serve similar purposes.

**ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES**

**AUDITOR FEES AND SERVICES**

In addition to performing the audit of the Company's consolidated financial statements for the years ended December 31, 2008 and 2007, Ernst & Young LLP also performed quarterly reviews of the Company's consolidated financial statements and various other services during 2008 and 2007 (including services incurred under Section 404 of the Sarbanes-Oxley Act of 2002) which are included in audit fees below. The aggregate fees billed or accrued for 2008 and 2007 for each of the following categories of services are set forth below:

	<b>2008</b>	<b>2007</b>
Audit Fees	\$ 1,179,789	\$ 916,129
Audit-Related Fees	24,750	702,455
Tax Fees	148,283	40,672
All Other Fees		

Ernst & Young LLP did not provide any services related to financial information systems design and implementation during 2008 or 2007. The fees paid for tax services were primarily related to reviews of the Company's tax returns, tax analysis of the Merger and technical services. Audit-related fees include fees paid for audits of employee benefit plans and consultation in relation to the Merger.

**PRE-APPROVAL POLICIES AND PROCEDURES**

The Audit Committee has adopted a policy that requires advance approval of all audit, audit-related, tax and other services performed by the independent auditors. The policy provides for pre-approval by the Audit Committee of specifically defined audit and non-audit services. Unless the specific service has been previously pre-approved with respect to that year, the Audit Committee must approve the permitted service before the independent auditor is engaged to perform it.

The Audit Committee approved all services provided by Ernst & Young LLP.

**CERTIFICATIONS**

The Chief Executive Officer and the Chief Accounting Officer certifications required by Section 302 of the Sarbanes-Oxley Act of 2002 are filed as exhibits to this Amendment No. 1 to Annual Report on Form 10-K for the year ended December 31, 2008.

**PART IV**

**ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES**

(a)

3. Exhibits

The following exhibits are being filed herewith:

<b>Exhibit Number</b>	<b>Description</b>
31.1	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

(b)

None

(c)

None

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

STATION CASINOS, INC.

Dated: April 30, 2009

By:           /s/ FRANK J. FERTITTA III          

Frank J. Fertitta III  
*Chairman of the Board,  
Chief Executive Officer and President  
(Principal Executive Officer)*

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

**Signature**