



CONFIDENTIAL DISCLOSURE AGREEMENT

This Confidential Disclosure Agreement (the “*Agreement*”) is entered into as of [DATE], 2017 (the “*Effective Date*”), by and between Eldorado Resorts, Inc., a Nevada corporation together with its affiliates and subsidiaries, and _____, a _____ corporation, together with its affiliates and subsidiaries.

WITNESSETH

WHEREAS, each party wishes to receive information which is confidential and proprietary to the other party for the purpose of evaluating a possible business relationship (a “*Possible Relationship*”) involving the parties (the “*Purpose*”);

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein, and each party agreeing to treat the other party’s Information (as defined below) in accordance with the provisions of this Agreement, the parties hereby agree as follows:

1. Definitions. For purposes of this Agreement:

(a) Each party hereto that discloses or otherwise furnishes (either directly or through a Representative (as defined below)) Information (as defined below) of such party is referred to herein as a “*Disclosing Party*,” and each party hereto that receives (either directly or through a Representative) Information disclosed or otherwise furnished by or on behalf of a Disclosing Party is referred to herein as a “*Recipient*.”

(b) The term “*Information*” shall mean any and all information relating to a party hereto or the business, products, markets, condition (financial or other), operations, assets, liabilities, results of operations, cash flows or prospects of such party, including without limitation any notes, analyses, compilations, studies, forecast, interpretations, or other documents prepared by the Recipient or its Representatives that derive from, contain, reflect or are based upon, in whole or in part, the information furnished by the Disclosing Party or its Representatives.

(c) The term “*person*” shall be interpreted broadly to include, without limitation, any corporation, company, partnership, other entity, group or individual.

(d) “*Representatives*” shall mean, as to either party, such party and its directors, officers, employees, agents, affiliates and advisors (including, without limitation, financial advisors, investment bankers, consultants, legal counsel and accountants).

2. Confidentiality. Each Recipient agrees that it and its Representatives will (i) hold in confidence Information disclosed or otherwise furnished by or on behalf of a Disclosing Party to the Recipient or its Representatives, (ii) not disclose such Disclosing Party's Information to any third party other than to its Representatives who have a need to know such Information solely for the Purpose, and (iii) not use such Disclosing Party's Information for any purpose, other than the Purpose and as otherwise permitted under this Agreement. Each Recipient agrees that it shall protect Information disclosed or otherwise furnished by or on behalf of a Disclosing Party with at least the same degree of care as Recipient uses in protecting its own Information of a similar nature. Each party will be responsible for any breach of the terms of this Agreement by its Representatives (including Representatives who, subsequent to the first date of disclosure of Information hereunder, become former Representatives), and shall take all reasonable measure (at its sole expense) to refrain its Representatives from prohibited or unauthorized disclosures or uses of the Information.

3. Exceptions. Neither a Recipient nor any of its Representatives shall have any obligation of confidentiality or nonuse under this Agreement with respect to any portion of a Disclosing Party's Information which:

- (a) is or becomes generally available to the public, other than through disclosure by the Recipient or its Representatives in violation of this Agreement; or
- (b) becomes available to the Recipient on a non-confidential basis from a person other than the Disclosing Party or its Representatives, *provided* that such source is not known by the Recipient to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Disclosing Party or any third party with respect to such Information; or
- (c) the Recipient possesses or developed prior to such Information being disclosed or otherwise furnished to the Recipient or its Representatives by or on behalf of the Disclosing Party hereunder, *provided* that the source of such Information is not known by the Recipient to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Disclosing Party or any third party with respect to such information; or
- (d) is independently discovered or developed by the Recipient without reference to or use of the Disclosing Party's Information.

4. Other Authorized Disclosure. Notwithstanding any other provision of this Agreement, a Recipient or its Representatives may disclose the Disclosing Party's Information:

- (a) in response to a valid order or request of a court or other governmental or regulatory body, or law, regulation or stock exchange rule; *provided however*, that Recipient shall first have given written notice of such required disclosure to the Disclosing Party, to the extent permitted by such order, law, regulation or rule and applicable law, so that the Disclosing Party may seek a protective order or other appropriate remedy, and the Recipient shall reasonably cooperate, if requested, with the Disclosing Party in any such effort; *provided further, however*, that if a protective order or other remedy is not obtained and disclosure of Information is required, the Recipient or its Representative, as the case may be, may so disclose

only that portion of Information which it is advised by counsel is legally required;
or

- (b) to establish rights or enforce obligations under this Agreement, but only to the extent such disclosure is necessary and provided that Recipient seeks confidential treatment of the Information to be disclosed.

5. Destruction of Information. Upon written request of the Disclosing Party, each Recipient shall promptly return or destroy (at the Disclosing Party's sole option) any and all written Information or other materials in tangible or electronic form disclosed or otherwise furnished by or on behalf of such Disclosing Party to the Recipient or its Representatives. If requested by the Disclosing Party, Recipient shall deliver to the Disclosing Party a letter confirming on behalf of itself and its Representatives the destruction and/or delivery of any and all written Information or other materials in tangible or electronic form disclosed or otherwise furnished by or on behalf of such Disclosing Party to the Recipient or its Representatives. Notwithstanding the retention or destruction of the Information, all Information shall continue to be subject to the terms of this Agreement.

6. Patent Rights and Licenses. It is understood that the disclosing party shall retain all rights to its Information and that no patent right or license or other right or license is hereby granted by or to either party by this Agreement and that the disclosure of Information shall not result in any obligation by the disclosing party to grant the receiving party any rights in or to such Information.

7. Publicity. Except in accordance with the procedures set forth in Section 2 hereof, each party agrees that, without the prior written consent of the other party, it and its Representatives will not disclose or reveal to any person any information about a Possible Relationship or the terms or conditions or any other facts relating thereto, including without limitation, the fact that investigations, discussions or negotiations are taking place with respect thereto or the status or termination thereof and the identity of the parties thereto, the fact that this Agreement exists or its terms, or the fact that Information has been made available; *provided* that either party may make such disclosure if required by law or the applicable rules of any national securities exchange or interdealer quotation system.

7. Non-Solicitation. For a period of one year following the Effective Date, each party (the "*Soliciting Party*") agrees not to solicit for employment any individual who is an employee of the other party (the "*Employing Party*"). This section shall apply only to employees of the Employing Party that the Soliciting Party comes into contact with as a result of its evaluation of a possible transaction involving the parties and who are employed by the Employing Party at the time of such solicitation. In addition, nothing herein shall restrict or preclude the Soliciting Party's right to (a) make generalized searches for employees by use of advertisements in any medium or to engage search firms for such purposes, so long as such search firms are not instructed by the Soliciting Party to target such employees of the Employing Party or (b) solicit for employment and hire any individual responding to such advertisements or search firm inquiries or who initiates contact with the Soliciting Party regarding employment with the Soliciting Party.

9. **Term and Survival.** This Agreement shall pertain to Information disclosed on the Effective Date or during a period of two (2) years following the Effective Date. All obligations imposed hereunder shall continue in force for a period of two (2) years from the Effective Date.

10. **Warranties.** The parties warrant and represent that they have the right to enter into this Agreement and that it is a valid and binding obligation of the parties relating to the matters herein. The parties further warrant and represent that the terms of this Agreement are not inconsistent with other contractual obligations, express or implied, which they may have.

11. **No Agreement.** Each party understands and agrees that (a) no contract or agreement providing for a transaction between the parties hereto will be deemed to exist unless and until the parties execute and deliver a definitive written agreement therefor, (b) neither party shall be under any obligation of any kind by virtue of this Agreement to negotiate or enter into any such definitive agreement or transaction with the other party, (c) neither party shall be under any obligation to make any particular Information available to the other party or its Representatives, or to supplement or update any Information that is furnished to Recipient or its Representatives, (d) the Disclosing Parties have not made and are not making any representation or warranty, express or implied, as to the accuracy, completeness or fitness for any particular purpose of any Information of such Disclosing Party, and (e) a Disclosing Party shall not have any liability to Recipient relating to or resulting from Recipient's use of any Information of such Disclosing Party or any inaccuracies or errors therein or omissions therefrom.

12. **Insider Trading.** Each Recipient hereby acknowledges that it is aware, and will advise its Representatives who are informed as to the matters which are the subject of this Agreement, that Information of the Disclosing Party may contain material non-public information and that United States securities laws impose certain restrictions on trading securities of an issuer when in possession of material non-public information about such issuer and on communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to trade in such securities.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Each party also hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby (and each party agrees not to commence any action, suit or proceeding relating thereto except in such courts, and further agree that service of any process, summons, notice or document by U.S. registered mail to its principal mailing address shall be effective service of process for any action, suit or proceeding brought against you in any such court). Each party hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the courts of the State of Delaware or the United States of America located in the State of Delaware, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

14. Amendments. No modification of this Agreement shall be effective unless made in writing and signed by a duly authorized representative of each party. Each party understands and agrees that no failure or delay in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or of any other right, power or privilege hereunder.

15. Equitable Relief. Each party understands and agrees that money damages may not be a sufficient remedy for any breach of this Agreement and that the non-breaching party shall be entitled to seek specific performance, injunctive and/or other equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to any and all other remedies available at law or in equity.

16. No Assignment. Neither party may assign or delegate all or any part of its rights or obligations under this Agreement (including by merger, operation of law or otherwise) without the prior written consent of the other party.

17. Severability. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law and applicable court decisions.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

19. Entire Agreement. This Agreement contains the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, understandings, arrangements and discussions between the parties regarding such subject matter.

(signature page immediately follows)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Eldorado Resorts, Inc.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____