

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

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 31, 2024

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: 000-24993

GOLDEN ENTERTAINMENT, INC.

(Exact name of registrant as specified in its charter)

Minnesota

(State or other jurisdiction of incorporation or organization)

41-1913991

(I.R.S. Employer Identification No.)

6595 S Jones Boulevard

Las Vegas, Nevada

(Address of principal executive offices)

89118

(Zip Code)

Registrant's telephone number, including area code: (702) 893-7777

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	GDEN	The Nasdaq Stock Market LLC

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 whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

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

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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

As of May 3, 2024, the registrant had 28,948,741 shares of common stock, \$0.01 par value per share, outstanding.

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PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

**GOLDEN ENTERTAINMENT, INC.**  
**Consolidated Balance Sheets**  
*(In thousands, except per share data)*

	March 31, 2024	December 31, 2023
	(unaudited)	
<b>ASSETS</b>		
<b>Current assets</b>		
Cash and cash equivalents	\$ 404,338	\$ 157,550
Accounts receivable, net of allowance for credit losses of \$ 257 and \$696 at March 31, 2024 and December 31, 2023, respectively	17,691	16,951
Prepaid expenses	19,931	22,042
Inventories	7,277	8,097
Other	530	531
Assets held for sale	—	204,271
<b>Total current assets</b>	449,767	409,442
Property and equipment, net	789,557	786,145
Operating lease right-of-use assets, net	79,175	79,396
Goodwill	84,325	84,325
Intangible assets, net	53,469	53,935
Deferred income tax assets	37,351	29,508
Other assets	8,287	9,532
<b>Total assets</b>	<b>\$ 1,501,931</b>	<b>\$ 1,452,283</b>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
<b>Current liabilities</b>		
Current portion of long-term debt and finance leases	\$ 5,199	\$ 4,596
Current portion of operating leases	13,766	13,745
Accounts payable	28,336	18,702
Income tax payable	77,253	42,055
Accrued payroll and related	17,484	21,406
Accrued liabilities	48,181	34,639
Liabilities related to assets held for sale	—	39,233
<b>Total current liabilities</b>	190,219	174,376
Long-term debt, net and non-current finance leases	660,874	658,521
Non-current operating leases	80,927	81,325
Other long-term obligations	289	328
<b>Total liabilities</b>	932,309	914,550
<b>Commitments and contingencies (Note 10)</b>		
<b>Shareholders' equity</b>		
Common stock, \$.01 par value; authorized 100,000 shares; 28,949 and 28,669 common shares issued and outstanding at March 31, 2024 and December 31, 2023, respectively	290	287
Additional paid-in capital	473,130	475,970
Retained earnings	96,202	61,476
<b>Total shareholders' equity</b>	569,622	537,733
<b>Total liabilities and shareholders' equity</b>	<b>\$ 1,501,931</b>	<b>\$ 1,452,283</b>

*The accompanying condensed notes are an integral part of these consolidated financial statements.*

**GOLDEN ENTERTAINMENT, INC.**  
**Consolidated Statements of Operations**  
*(In thousands, except per share data)*  
*(Unaudited)*

	Three Months Ended March 31,	
	2024	2023
<b>Revenues</b>		
Gaming	\$ 86,949	\$ 188,087
Food and beverage	43,661	46,271
Rooms	29,400	30,577
Other	14,037	13,116
<b>Total revenues</b>	<b>174,047</b>	<b>278,051</b>
<b>Expenses</b>		
Gaming	26,891	106,926
Food and beverage	34,176	34,022
Rooms	16,234	14,781
Other operating	4,080	3,830
Selling, general and administrative	59,987	62,036
Depreciation and amortization	22,120	23,508
Loss (gain) on disposal of assets	14	(86)
Gain on sale of business	(69,736)	—
Preopening expenses	139	384
<b>Total expenses</b>	<b>93,905</b>	<b>245,401</b>
<b>Operating income</b>	<b>80,142</b>	<b>32,650</b>
<b>Non-operating expense</b>		
Interest expense, net	(10,686)	(18,236)
<b>Total non-operating expense, net</b>	<b>(10,686)</b>	<b>(18,236)</b>
<b>Income before income tax provision</b>	<b>69,456</b>	<b>14,414</b>
Income tax provision	(27,493)	(2,784)
<b>Net income</b>	<b>\$ 41,963</b>	<b>\$ 11,630</b>
<b>Weighted-average common shares outstanding</b>		
Basic	28,724	28,308
Diluted	30,679	30,904
<b>Net income per share</b>		
Basic	\$ 1.46	\$ 0.41
Diluted	\$ 1.37	\$ 0.38

*The accompanying notes are an integral part of these consolidated financial statements.*

**GOLDEN ENTERTAINMENT, INC.**  
**Consolidated Statements of Shareholders' Equity**  
*(In thousands)*  
*(Unaudited)*

	Common stock		Additional Paid-In Capital	Accumulated Deficit	Total Shareholders' Equity
	Shares	Amount			
<b>Balance, January 1, 2023</b>	28,179	\$ 282	\$ 480,060	\$ (127,422)	\$ 352,920
Issuance of stock on options exercised and restricted stock units vested	658	6	—	—	6
Share-based compensation	—	—	3,290	—	3,290
Tax benefit from share-based compensation	—	—	(15,373)	—	(15,373)
Net income	—	—	—	11,630	11,630
<b>Balance, March 31, 2023</b>	<u>28,837</u>	<u>\$ 288</u>	<u>\$ 467,977</u>	<u>\$ (115,792)</u>	<u>\$ 352,473</u>

	Common stock		Additional Paid-In Capital	Retained Earnings	Total Shareholders' Equity
	Shares	Amount			
<b>Balance, January 1, 2024</b>	28,669	\$ 287	\$ 475,970	\$ 61,476	\$ 537,733
Issuance of stock on options exercised and restricted stock units vested	280	3	—	—	3
Share-based compensation	—	—	3,041	—	3,041
Tax benefit from share-based compensation	—	—	(5,881)	—	(5,881)
Dividend payable	—	—	—	(7,237)	(7,237)
Net income	—	—	—	41,963	41,963
<b>Balance, March 31, 2024</b>	<u>28,949</u>	<u>\$ 290</u>	<u>\$ 473,130</u>	<u>\$ 96,202</u>	<u>\$ 569,622</u>

*The accompanying notes are an integral part of these consolidated financial statements.*

**GOLDEN ENTERTAINMENT, INC.**  
**Consolidated Statements of Cash Flows**  
*(In thousands)*  
*(Unaudited)*

	<b>Three Months Ended March 31,</b>	
	<b>2024</b>	<b>2023</b>
<b>Cash flows from operating activities</b>		
Net income	\$ 41,963	\$ 11,630
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	22,120	23,508
Non-cash lease expense	(85)	33
Share-based compensation	3,041	3,290
Amortization of debt issuance costs and discounts on debt	937	1,079
Loss (gain) on disposal of assets	14	(86)
Gain on sale of business	(69,736)	—
Provision for credit losses	59	232
Deferred income taxes	(7,843)	—
Changes in operating assets and liabilities:		
Accounts receivable	(251)	2,691
Prepaid expenses, inventories and other current assets	53	6,690
Other assets	(2,492)	144
Accounts payable and other accrued expenses	3,263	5,434
Income tax payable	35,198	—
Other liabilities	(446)	(99)
Net cash provided by operating activities	25,795	54,546
<b>Cash flows from investing activities</b>		
Purchase of property and equipment, net of change in construction payables	(16,259)	(25,072)
Proceeds from disposal of property and equipment	—	211
Proceeds from sale of business, net of cash transferred	204,858	—
Net cash provided by (used in) investing activities	188,599	(24,861)
<b>Cash flows from financing activities</b>		
Repayments of term loan	(1,000)	—
Repayments of notes payable	(440)	(24)
Principal payments under finance leases	(338)	(125)
Tax withholding on share-based payments	(5,881)	(15,373)
Proceeds from issuance of common stock, net of costs	3	6
Net cash used in financing activities	(7,656)	(15,516)
Change in cash and cash equivalents	206,738	14,169
Balance, beginning of period	197,600	142,034
Balance, end of period	\$ 404,338	\$ 156,203

	Three Months Ended March 31,	
	2024	2023
<b>Supplemental cash flow disclosures</b>		
Cash paid for interest	\$ 8,386	\$ 11,109
<b>Non-cash investing and financing activities</b>		
Assets acquired under finance lease obligations	\$ 3,631	\$ —
Payables incurred for capital expenditures	7,421	2,342
Operating lease right-of-use assets obtained in exchange for lease obligations	3,098	110

*The accompanying notes are an integral part of these consolidated financial statements.*

**GOLDEN ENTERTAINMENT, INC.**  
**Condensed Notes to Consolidated Financial Statements (Unaudited)**

**Note 1 — Nature of Business and Basis of Presentation**

*Overview*

Golden Entertainment, Inc. and its wholly-owned subsidiaries own and operate a diversified entertainment platform, consisting of a portfolio of gaming assets that focus on casino and branded tavern operations. The Company's portfolio includes eight casino properties located in Nevada, as well as 71 branded taverns targeting local patrons located primarily in the greater Las Vegas, Nevada metropolitan area. Unless otherwise indicated, the term the "Company" refers to Golden Entertainment, Inc. together with its subsidiaries.

As of March 31, 2024, the Company conducted its business through three reportable segments: Nevada Casino Resorts, Nevada Locals Casinos and Nevada Taverns. Each reportable segment was comprised of the following properties and operations:

Reportable Segment	Location
<b>Nevada Casino Resorts</b>	
The STRAT Hotel, Casino & Tower ("The STRAT")	Las Vegas, Nevada
Aquarius Casino Resort ("Aquarius")	Laughlin, Nevada
Edgewater Casino Resort ("Edgewater")	Laughlin, Nevada
<b>Nevada Locals Casinos</b>	
Arizona Charlie's Boulder	Las Vegas, Nevada
Arizona Charlie's Decatur	Las Vegas, Nevada
Gold Town Casino	Pahrump, Nevada
Lakeside Casino & RV Park	Pahrump, Nevada
Pahrump Nugget Hotel Casino ("Pahrump Nugget")	Pahrump, Nevada
<b>Nevada Taverns</b>	
69 branded tavern locations <sup>(1)</sup>	Nevada

(1) Subsequent to the end of the first quarter of 2024, the Company acquired the operations of Great American Pub ("GAP"), as described below, which included the acquisition of two tavern locations.

The Company completed the sales of Rocky Gap Casino Resort ("Rocky Gap") on July 25, 2023 for aggregate cash consideration of \$ 260.0 million and its distributed gaming operations in Montana on September 13, 2023 for cash consideration of \$109.0 million plus working capital and other adjustments and net of cash transferred at closing. On January 10, 2024, the Company completed the sale of its distributed gaming operations in Nevada for cash consideration of \$213.5 million plus working capital and other adjustments and net of cash transferred at closing. Prior to their sale, the operations of Rocky Gap were presented in the Company's Maryland Casino Resort reportable segment, and the results of the distributed gaming operations in Montana were combined with the results of the distributed gaming operations in Nevada and presented in the Company's Distributed Gaming reportable segment. Refer to the discussion in ["Note 2 — Divestitures"](#) and ["Note 11 — Segment Information"](#) for further information.

On April 22, 2024, the Company acquired the operations of GAP, comprised of two tavern locations in Nevada, for cash consideration of \$7.3 million, thus expanding the Company's branded tavern portfolio to 71 locations. The acquired GAP taverns have been included in the Company's Nevada Taverns reportable segment from the date of acquisition.

*Basis of Presentation*

The unaudited consolidated financial statements of the Company have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC") applicable to interim financial information. Accordingly, certain information normally included in the annual financial statements prepared in accordance with accounting principles generally accepted in the United States ("GAAP") has been condensed and/or omitted. For further information, refer to the audited consolidated financial statements of the Company for the year ended December 31, 2023 and the notes thereto included in the Company's [Annual Report on Form 10-K](#) (the "Annual Report") previously filed with the SEC. In the opinion of management, the accompanying unaudited consolidated financial statements contain all adjustments, which included only normal recurring adjustments, necessary to present fairly the Company's results for the periods presented. Results for interim periods should not be considered indicative of the results to be expected for the full year and should be read in conjunction with the consolidated financial statements and notes thereto included in the Annual Report.



The accompanying unaudited consolidated financial statements include the accounts of the Company and its subsidiaries. All material intercompany accounts and transactions have been eliminated in consolidation. Reclassifications were made to the Company's prior period consolidated financial statements to conform to the current period presentation, where applicable. These reclassifications had no effect on previously reported net income.

#### *Significant Accounting Policies*

There have been no changes to the significant accounting policies disclosed in the Company's Annual Report.

#### *Cash and Cash Equivalents*

Cash and cash equivalents include cash on hand and in banks and highly liquid investments with original maturities of three months or less. As of March 31, 2024, the Company had \$404.3 million in cash and cash equivalents. Although cash and cash equivalents balances may at times exceed the federal insured deposit limit, the Company believes such risk is mitigated by the quality of the institutions holding such deposits.

#### *Net Income per Share*

Basic net income per share is calculated by dividing net income by the weighted-average common shares outstanding. Diluted net income per share in profitable periods reflects the effect of all potentially dilutive common shares outstanding by dividing net income by the weighted-average of all common and potentially dilutive shares outstanding. In the event of a net loss, diluted shares are not considered because of their anti-dilutive effect. No shares of common stock related to time-based restricted stock units ("RSUs") and performance-based restricted stock units ("PSUs") were anti-dilutive for the three months ended March 31, 2024. For the three months ended March 31, 2023, diluted net income per share excluded the weighted average effect of 51,819 shares of common stock, related to time-based and performance-based restricted stock units due to such shares being anti-dilutive.

#### *Recent Accounting Pronouncements*

Changes to GAAP are established by the Financial Accounting Standards Board ("FASB") in the form of accounting standards updates ("ASUs") to the FASB's Accounting Standards Codification. The Company considers the applicability and impact of all ASUs. While management continues to assess the possible impact of the adoption of new accounting standards and the future adoption of the new accounting standards that are not yet effective on the Company's financial statements, management currently believes that the following new standards have or may have an impact on the Company's consolidated financial statements and disclosures:

#### *Accounting Standards Issued and Adopted*

In November 2023, the FASB issued ASU No. 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures. The ASU improves reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. The standard is effective for fiscal years beginning after December 15, 2023 and interim periods within fiscal years beginning after December 15, 2024 with early adoption permitted. The Company adopted this standard effective January 1, 2024 and will include the required disclosures in its Annual Report on Form 10-K for the fiscal year ending December 31, 2024. The adoption of this ASU did not have a material impact on the Company's financial statements or disclosures.

#### *Accounting Standards Issued But Not Yet Adopted*

In December 2023, the FASB issued ASU No. 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures. The provisions of this ASU are intended to enhance the transparency and decision usefulness of income tax disclosures to address investor requests for more transparency about income tax information through improvements to income tax disclosures primarily related to the rate reconciliation and income taxes paid information. The standard is effective for annual periods beginning after December 15, 2024 with early adoption permitted. The Company does not expect the impact of the adoption of this ASU to be material to its financial statements or disclosures.

Management does not believe that any other recently issued accounting standards that are not yet effective are likely to have a material impact on the Company's financial statements.

#### **Note 2 — Divestitures**

As discussed in "[Note 1 — Nature of Business and Basis of Presentation](#)," the Company completed the sales of Rocky Gap and its distributed gaming operations in Montana and Nevada on July 25, 2023, September 13, 2023 and January 10, 2024, respectively.

Operations of Rocky Gap had historically been presented in the Company's Maryland Casino Resort reportable segment. The Company incurred \$8.5 million in transaction costs since the announcement of the Rocky Gap sale on August 25, 2022, \$ 0.2 million of which were incurred in 2022 and \$8.3 million of which were incurred in 2023. The results of the distributed gaming operations in Montana were combined with the results of the distributed gaming operations in Nevada and had historically been presented in the Company's Distributed Gaming reportable segment. Since the announcement of the distributed gaming operations sale on March 3, 2023, the Company incurred \$0.8 million and \$0.4 million in transaction costs related to the sales of the distributed gaming operations in Montana and Nevada, respectively, during the year ended December 31, 2023. The Company incurred an additional \$2.0 million in transaction costs related to the sale of the distributed gaming operations in Nevada upon completion of the divestiture during the first quarter of 2024. The Company recorded transaction costs in selling, general and administrative expenses as incurred.

The Company classifies assets as held for sale when a sale is probable, is expected to be completed within one year, and the asset group meets all of the accounting criteria to be classified as held for sale. Gains or losses associated with the disposal of assets held for sale are recorded within operating expenses, and the Company ceases recording depreciation and amortization of the long-lived assets included in the sale from the date of execution of the definitive agreement for the sale.

The assets and liabilities of the distributed gaming operations in Nevada classified as held for sale as of December 31, 2023, and subsequently sold on January 10, 2024, are presented in the table below:

	December 31, 2023
	Distributed Gaming- Nevada
<i>(In thousands)</i>	
<b>ASSETS</b>	
<b>Current assets</b>	
Cash and cash equivalents	\$ 40,050
Accounts receivables, net	1,945
Prepaid expenses	1,018
Other	2,298
<b>Total current assets held for sale</b>	<b>45,311</b>
Property and equipment, net	21,221
Operating lease right-of-use assets, net	33,601
Goodwill	69,452
Intangible assets, net	28,379
Other assets	6,307
<b>Total assets held for sale</b>	<b>\$ 204,271</b>
<b>LIABILITIES</b>	
<b>Current liabilities</b>	
Current portion of long-term debt and finance leases	\$ 1,131
Current portion of operating leases	23,323
Accounts payable	1,826
Accrued payroll and related	1,123
Other accrued liabilities	1,151
<b>Total current liabilities related to assets held for sale</b>	<b>28,554</b>
Non-current operating leases	10,614
Other long-term obligations	65
<b>Total liabilities related to assets held for sale</b>	<b>\$ 39,233</b>

The following information presents the revenues and pretax income generated by Rocky Gap and the Company's distributed gaming operations in Montana and Nevada previously reported as held for sale and divested on July 25, 2023, September 13, 2023 and January 10, 2024, respectively:

(In thousands)	Three Months Ended March 31,	
	2024	2023
<b>Maryland Casino Resort</b>		
Revenues	\$ —	\$ 18,128
Pretax income	—	5,117
<b>Distributed Gaming- Montana</b>		
Revenues	\$ —	\$ 28,553
Pretax income	—	2,459
<b>Distributed Gaming- Nevada</b>		
Revenues	\$ 6,019	\$ 61,848
Pretax income	476	5,084

### Note 3 — Property and Equipment

Property and equipment, net, consisted of the following:

(In thousands)	March 31, 2024	December 31, 2023
Land	\$ 125,240	\$ 125,240
Building and improvements	966,105	955,859
Furniture and equipment	199,505	190,048
Construction in process	14,223	10,561
<b>Property and equipment</b>	<b>1,305,073</b>	<b>1,281,708</b>
Accumulated depreciation	(515,516)	(495,563)
<b>Property and equipment, net</b>	<b>\$ 789,557</b>	<b>\$ 786,145</b>

Depreciation expense for property and equipment, including finance leases, was \$21.6 million and \$22.2 million for the three months ended March 31, 2024 and 2023, respectively.

The Company reviews the carrying amounts of its long-lived assets, other than goodwill and indefinite-lived intangible assets, for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. The Company concluded that there was no impairment of the Company's long-lived assets for the three months ended March 31, 2024 and 2023.

### Note 4 — Goodwill and Intangible Assets

The Company tests goodwill and indefinite-lived intangible assets for impairment annually during the fourth quarter of each year, and whenever events or circumstances indicate that it is more likely than not that the carrying value of a reporting unit exceeds its fair value. Finite-lived intangible assets are evaluated for potential impairment whenever there is an indicator that the carrying value of an asset group may not be recoverable. Based on the results of its interim impairment assessments conducted during the three months ended March 31, 2024 and 2023, the Company concluded that there was no impairment of the Company's goodwill and intangible assets.

The following table summarizes goodwill balances by reportable segment:

(In thousands)	Nevada Casino Resorts	Nevada Locals Casinos	Nevada Taverns	Total Goodwill
<b>Balance, December 31, 2023</b>	<b>\$ 22,105</b>	<b>\$ 38,187</b>	<b>\$ 24,033</b>	<b>\$ 84,325</b>
<b>Balance, March 31, 2024</b>	<b>\$ 22,105</b>	<b>\$ 38,187</b>	<b>\$ 24,033</b>	<b>\$ 84,325</b>

Intangible assets, net, consisted of the following:

March 31, 2024					
(In thousands)	Useful Life (Years)	Gross Carrying Value	Cumulative Amortization	Cumulative Impairment	Intangible Assets, Net
<b>Indefinite-lived intangible assets</b>					
Trade names	Indefinite	\$ 54,790	\$ —	\$ (6,890)	\$ 47,900
		54,790	—	(6,890)	47,900
<b>Amortizing intangible assets</b>					
Player relationships	2-14	43,916	(41,245)	—	2,671
Non-compete agreements	2-5	5,747	(2,849)	—	2,898
		49,663	(44,094)	—	5,569
<b>Balance, March 31, 2024</b>		<b>\$ 104,453</b>	<b>\$ (44,094)</b>	<b>\$ (6,890)</b>	<b>\$ 53,469</b>

  

December 31, 2023					
(In thousands)	Useful Life (Years)	Gross Carrying Value	Cumulative Amortization	Cumulative Impairment	Intangible Assets, Net
<b>Indefinite-lived intangible assets</b>					
Trade names	Indefinite	\$ 54,790	\$ —	\$ (6,890)	\$ 47,900
		54,790	—	(6,890)	47,900
<b>Amortizing intangible assets</b>					
Player relationships	2-14	43,916	(41,050)	—	2,866
Non-compete agreements	2-5	5,747	(2,578)	—	3,169
		49,663	(43,628)	—	6,035
<b>Balance, December 31, 2023</b>		<b>\$ 104,453</b>	<b>\$ (43,628)</b>	<b>\$ (6,890)</b>	<b>\$ 53,935</b>

Total amortization expense related to intangible assets was \$0.5 million and \$1.3 million for the three months ended March 31, 2024 and 2023, respectively.

#### Note 5 — Accrued Liabilities

Accrued liabilities consisted of the following:

(In thousands)	March 31, 2024	December 31, 2023
Gaming liabilities	\$ 10,838	\$ 10,726
Interest	9,931	4,572
Uncertain tax positions payable	7,893	7,755
Dividend payable	7,237	—
Accrued taxes, other than income taxes	5,780	5,193
Other accrued liabilities	4,384	4,538
Deposits	2,118	1,855
<b>Total current accrued liabilities</b>	<b>\$ 48,181</b>	<b>\$ 34,639</b>

## Note 6 — Long-Term Debt

Long-term debt, net, consisted of the following:

<i>(In thousands)</i>	March 31, 2024	December 31, 2023
Term Loan B-1	\$ 397,000	\$ 398,000
2026 Unsecured Notes	276,453	276,453
Finance lease liabilities	4,983	1,691
Notes payable	222	438
<b>Total long-term debt and finance leases</b>	<b>678,658</b>	<b>676,582</b>
Unamortized discount	(6,921)	(7,423)
Unamortized debt issuance costs	(5,664)	(6,042)
<b>Total long-term debt and finance leases after debt issuance costs and discount</b>	<b>666,073</b>	<b>663,117</b>
Current portion of long-term debt and finance leases	(5,199)	(4,596)
<b>Long-term debt, net and finance leases</b>	<b>\$ 660,874</b>	<b>\$ 658,521</b>

### Senior Secured Credit Facility

The Company's senior secured credit facility with JPMorgan Chase Bank, N.A. (as administrative agent and collateral agent) (the "Credit Facility") comprises a \$400 million term loan B-1 facility (the "Term Loan B-1") and a \$ 240 million revolving credit facility (the "Revolving Credit Facility"). As of March 31, 2024, the Company had \$397 million in principal amount of outstanding Term Loan B-1 borrowings under its Credit Facility, no outstanding letters of credit and no borrowings under the Revolving Credit Facility, such that the full borrowing availability of \$ 240 million under the Revolving Credit Facility was available to the Company.

On May 26, 2023, the Company modified the terms of the Credit Facility by (1) extending the maturity date of the Revolving Credit Facility from April 20, 2024 to the earlier of May 26, 2028 and 91 days prior to April 15, 2026, the stated maturity date of the Company's 7.625% Senior Notes due 2026 ("2026 Unsecured Notes"), for so long as any indebtedness remains outstanding under the 2026 Unsecured Notes (the "Springing Maturity Date"), and (2) establishing Term Loan B-1 with a maturity date of the earlier of May 26, 2030 and the Springing Maturity Date. Term Loan B-1 was fully drawn at the time of such modification, with the proceeds thereof used to repay a portion of the Company's then-existing term loan B borrowings under the Credit Facility (the "Term Loan B"). The remainder of the Term Loan B was repaid in full in July 2023 using a portion of the proceeds from the sale of Rocky Gap. On April 15, 2024, the Company redeemed and repaid in full all of its 2026 Unsecured Notes, thereby eliminating the Springing Maturity Date provision, meaning that the maturity date of the Revolving Credit Facility is now fixed at May 26, 2028 and the maturity date of the Term Loan B-1 is now fixed at May 26, 2030. Refer to "[Note 13 — Subsequent Events](#)" for further information.

Under the Credit Facility, the Term Loan B-1 bears interest, at the Company's option, at either (1) a base rate determined pursuant to customary market terms (subject to a floor of 1.50%), plus a margin of 1.75% or (2) the Term SOFR rate for the applicable interest period plus a credit spread adjustment of 0.10% (subject to a floor of 0.50%), plus a margin of 2.75%. Borrowings under the Revolving Credit Facility bear interest, at the Company's option, at either (1) a base rate determined pursuant to customary market terms (subject to a floor of 1.00%), plus a margin ranging from 1.00% to 1.50% based on the Company's net leverage ratio, or (2) the Term SOFR rate for the applicable interest period plus a credit spread adjustment of 0.10%, plus a margin ranging from 2.00% to 2.50% based on the Company's net leverage ratio. The weighted-average effective interest rate on the Company's outstanding borrowings under the Credit Facility for the three months ended March 31, 2024 was 8.19%.

The Term Loan B-1 is repayable in 27 quarterly installments of \$1 million each, which commenced in September 2023, followed by a final installment of \$373 million due at maturity.

The Company was in compliance with its financial and other covenants under the Credit Facility as of March 31, 2024.

### Senior Unsecured Notes

On April 15, 2019, the Company issued \$ 375 million in principal amount of 2026 Unsecured Notes in a private placement to institutional buyers at face value, of which \$276.5 million were outstanding as of March 31, 2024. The 2026 Unsecured Notes bore interest at 7.625%, payable semi-annually on April 15th and October 15th of each year. On April 15, 2024, the Company redeemed and repaid in full all of its 2026 Unsecured Notes. Refer to "[Note 13 — Subsequent Events](#)" for further information.

## Note 7 — Shareholders' Equity and Stock Incentive Plans

### Share Repurchase Program

On July 27, 2023, the Company's Board of Directors increased its share repurchase program to \$ 100 million. Share repurchases may be made from time to time in open market transactions, block trades or in private transactions in accordance with applicable securities laws and regulations and other legal requirements, including compliance with the Company's finance agreements. There is no minimum number of shares that the Company is required to repurchase and the repurchase program may be suspended or discontinued at any time without prior notice. The Company did not repurchase any of its shares during the three months ended March 31, 2024 and 2023. As of March 31, 2024, the Company had \$90.9 million of remaining share repurchase availability under its July 27, 2023 authorization.

### Dividends

On February 27, 2024, the Company's Board of Directors declared a recurring quarterly cash dividend of \$ 0.25 per share of the Company's common stock, the first of which was paid on April 4, 2024 to shareholders of record as of March 18, 2024 in the amount of \$7.2 million in the aggregate.

### Stock Options

The following table summarizes the Company's stock option activity:

	Stock Options	
	Shares	Weighted-Average Exercise Price
<b>Outstanding at January 1, 2024</b>	1,911,354	\$ 9.19
Granted	—	\$ —
Exercised	(13,000)	\$ 10.51
Cancelled	—	\$ —
Expired	—	\$ —
<b>Outstanding at March 31, 2024</b>	1,898,354	\$ 9.18
<b>Exercisable at March 31, 2024</b>	1,898,354	\$ 9.18

There was no share-based compensation expense related to stock options for the three months ended March 31, 2024 and 2023. The Company did not have any remaining unrecognized share-based compensation expense related to stock options as of March 31, 2024 and 2023.

### Restricted Stock Units

The following table summarizes the Company's activity related to RSUs and PSUs:

	RSUs		PSUs	
	Shares	Weighted-Average Grant Date Fair Value	Shares	Weighted-Average Grant Date Fair Value
<b>Outstanding at January 1, 2024</b>	428,762	\$ 34.09	471,935 <sup>(1)</sup>	\$ 36.40
Granted <sup>(2)</sup>	202,826	\$ 34.22	131,906	\$ 34.06
Vested	(170,783)	\$ 37.40	(272,362) <sup>(3)</sup>	\$ 29.00
Cancelled	—	\$ —	(37,101) <sup>(4)</sup>	\$ 41.92
<b>Outstanding at March 31, 2024</b>	460,805	\$ 32.95	294,378	\$ 41.33

(1) Includes PSUs granted in March 2021 ("2021 PSU Awards") at 200% of the target, PSUs granted in March 2022 at 89.6% of the target and PSUs granted in March 2023 ("2023 PSU Awards") at 100% of the target.

(2) The number of shares for the PSUs listed as granted represents the "target" number of PSUs granted to each recipient eligible to vest if the Company meets its "target" performance goals for the applicable period. The actual number of PSUs eligible to vest for those PSUs will vary depending on whether or not the Company meets or exceeds the applicable threshold, target, or maximum performance goals for the PSUs, with 200% of the "target" number of PSUs eligible to vest at "maximum" performance levels.

(3) Represents 2021 PSU Awards that vested in March 2024 at 200% of the target PSUs.

- (4) The Company's financial results for the applicable performance goals were certified during the three months ended March 31, 2024 and 69.3% of the target 2023 PSU Awards were deemed "earned." This resulted in the reduction of the PSUs granted in March 2023 to the number of PSUs eligible to vest from 120,825 to 83,724.

Share-based compensation expense related to RSUs was \$1.8 million for each of the three months ended March 31, 2024 and 2023. Share-based compensation expense related to PSUs was \$1.2 million and \$1.5 million for the three months ended March 31, 2024 and 2023, respectively.

As of March 31, 2024, there was \$12.4 million and \$7.9 million of unrecognized share-based compensation expense related to RSUs and PSUs, respectively, which is expected to be recognized over a weighted-average period of 1.7 years and 2.2 years for RSUs and PSUs, respectively. As of March 31, 2023, there was \$12.2 million and \$9.7 million of unrecognized share-based compensation expense related to RSUs and PSUs, respectively, which is expected to be recognized over a weighted-average period of 1.8 years and 1.6 years for RSUs and PSUs, respectively.

As of March 31, 2024, a total of 4,348,412 shares of the Company's common stock remained available for grants of awards under the Golden Entertainment, Inc. 2015 Incentive Award Plan, which includes the annual increase in the number of shares available for grant on January 1, 2024 of 1,146,766 shares.

#### **Note 8 — Income Tax**

The Company's effective income tax rates were 39.6% and 19.3% for the three months ended March 31, 2024 and 2023, respectively. The Company recorded income tax expense of \$27.5 million and \$2.8 million for the three months ended March 31, 2024 and 2023, respectively.

As of March 31, 2024, the Company's 2017 and 2018 federal tax returns were under audit by the IRS. The IRS has proposed adjustments to the Company's fixed asset classification, which resulted in recording \$7.2 million in uncertain tax positions ("UTP") with an additional \$0.7 million of UTP payable related to interest as of December 31, 2023. As of March 31, 2024, the Company's UTP payable was \$7.9 million, which was comprised of \$7.2 million in UTP and \$0.7 million in accrued interest.

The Company anticipates that it is reasonably possible that the Company will reach a resolution with the IRS such that no UTP will remain by December 31, 2024. The resolution of the UTP would result in a reclassification of the existing deferred tax assets or a cash tax payment with little or no impact on the effective income tax rate.

#### **Note 9 — Financial Instruments and Fair Value Measurements**

Estimates of fair value for financial assets and liabilities are based on the framework established in the accounting guidance for fair value measurements. The framework defines fair value, provides guidance for measuring fair value and requires certain disclosures. The framework discusses valuation techniques, such as the market approach (comparable market prices), the income approach (present value of future income or cash flow) and the cost approach (cost to replace the service capacity of an asset or replacement cost). The framework utilizes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three broad levels. The following is a brief description of those three levels:

- Level 1: Observable inputs such as quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2: Inputs other than quoted prices that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active.
- Level 3: Unobservable inputs that reflect the reporting entity's own assumptions.

Financial assets and liabilities are classified based on the lowest level of input that is significant to the fair value measurement. Thus, assets and liabilities categorized as Level 3 may be measured at fair value using inputs that are observable (Levels 1 and 2) and unobservable (Level 3). Management's assessment of the significance of a particular input to the fair value measurement requires judgment and may affect the valuation of assets and liabilities and their placement within the fair value hierarchy levels.

##### *Financial Instruments*

The carrying values of the Company's cash and cash equivalents, accounts receivable and accounts payable approximate fair value because of the short duration of these financial instruments.

The following table summarizes the fair value measurement of the Company's long-term debt:

March 31, 2024			
(In thousands)	Carrying Amount	Fair Value	Fair Value Hierarchy
Term Loan B-1	\$ 397,000	\$ 397,993	Level 2
2026 Unsecured Notes	276,453	275,762	Level 2
Finance lease liabilities	4,983	4,983	Level 3
Notes payable	222	222	Level 3
<b>Total debt</b>	<b>\$ 678,658</b>	<b>\$ 678,960</b>	

  

December 31, 2023			
(In thousands)	Carrying Amount	Fair Value	Fair Value Hierarchy
Term Loan B-1	\$ 398,000	\$ 399,493	Level 2
2026 Unsecured Notes	276,453	277,144	Level 2
Finance lease liabilities	1,691	1,691	Level 3
Notes payable	438	438	Level 3
<b>Total debt</b>	<b>\$ 676,582</b>	<b>\$ 678,766</b>	

The estimated fair value of the Company's Term Loan B-1 and 2026 Unsecured Notes is based on a relative value analysis performed as of March 31, 2024 and December 31, 2023. The finance lease liabilities and notes payable are fixed-rate debt, are not traded and do not have observable market inputs, and therefore, their fair value is estimated to be equal to the carrying value.

#### Note 10 — Commitments and Contingencies

##### Participation Agreements

Prior to their sale, the Company's distributed gaming operations included slot placement contracts in the form of participation agreements. Under participation agreements, the Company and the business location each held a state issued gaming license in order to be able to receive a percentage of gaming revenue earned on the Company's slot machines. The business location retained a percentage of the gaming revenue generated from the Company's slot machines. The Company was considered to be the principal in these arrangements and therefore, recorded its share of revenue generated under participation agreements on a gross basis with the business location's share of revenue recorded as gaming expenses.

The aggregate contingent payments recognized by the Company as gaming expenses under participation agreements were \$ 3.9 million and \$53.3 million for the three months ended March 31, 2024 and 2023, respectively.

##### Legal Matters and Other

From time to time, the Company is involved in a variety of lawsuits, claims, investigations and other legal proceedings arising in the ordinary course of business, including proceedings concerning labor and employment matters, personal injury claims, breach of contract claims, commercial disputes, business practices, intellectual property, tax and other matters for which the Company records reserves. Although lawsuits, claims, investigations and other legal proceedings are inherently uncertain and their results cannot be predicted with certainty, the Company believes that the resolution of its currently pending matters should not have a material adverse effect on its business, financial condition, results of operations or liquidity. Regardless of the outcome, legal proceedings can have an adverse impact on the Company because of defense costs, diversion of management resources and other factors. In addition, it is possible that an unfavorable resolution of one or more such proceedings could in the future materially and adversely affect the Company's business, financial condition, results of operations or liquidity in a particular period.

#### Note 11 — Segment Information

As of March 31, 2024, the Company conducted its business through three reportable segments: Nevada Casino Resorts, Nevada Locals Casinos and Nevada Taverns.

The Nevada Casino Resorts segment is comprised of destination casino resort properties offering a variety of food and beverage outlets, entertainment venues and other amenities. The casino resort properties in this segment cater primarily to a regional drive-in customer base seeking a value-oriented vacation experience, with guests typically traveling from Southern California or Arizona. The Company's casino resort properties in Nevada have a significantly larger number of hotel rooms compared to the other casino properties in its portfolio. While hotel stays at these casino resorts are typically longer, the overall frequency of visitation from guests is lower when compared to the Nevada Locals Casinos.



The Nevada Locals Casinos segment is comprised of casino properties that cater to local customers who generally live within a five-mile radius of these properties. The Company's locals casino properties typically experience a higher frequency of customer visits compared to its casino resort properties, with many of the customers visiting the Company's Nevada Locals Casinos on a weekly basis. The casino properties within this reportable segment have no or a limited number of hotel rooms and offer fewer food and beverage outlets or other amenities, with revenues primarily generated from slot machine play.

The Nevada Taverns segment is comprised of branded tavern locations that offer a casual, upscale environment catering to local patrons offering superior food, craft beer and other alcoholic beverages and are typically limited to 15 slot machines. Prior to the sale of the Company's distributed gaming operations in Nevada, the Company owned and operated the slot machines located within each tavern. Following the sale, slot machines at the Company's branded tavern locations are owned and operated by the independent third party that acquired the distributed gaming operations from the Company.

As discussed in "[Note 1 — Nature of Business and Basis of Presentation](#)," the Company completed the sales of Rocky Gap and its distributed gaming operations in Montana and Nevada on July 25, 2023, September 13, 2023 and January 10, 2024, respectively. Prior to its sale, the operations of Rocky Gap were presented in the Company's Maryland Casino Resort reportable segment. Prior to their sale, the results of the distributed gaming operations in Montana were combined with the results of the distributed gaming operations in Nevada and presented in the Company's Distributed Gaming reportable segment.

The Corporate and Other segment includes the Company's cash and cash equivalents, miscellaneous receivables and corporate overhead. Costs recorded in the Corporate and Other segment have not been allocated to the Company's reportable segments because these costs are not easily allocable and to do so would not be practical.

The Company presents Adjusted EBITDA in its segment disclosures because it is the primary metric used by the Company's chief operating decision makers in measuring both the Company's past and future expectations of performance. Further, the Company's annual performance plan used to determine compensation of its executive officers and employees is tied to the Adjusted EBITDA metric. Adjusted EBITDA represents each segment's earnings before interest and other non-operating income (expense), income taxes, depreciation and amortization, impairment of assets, severance expenses, preopening and related expenses, gain or loss on disposal of assets and businesses, share-based compensation expenses, non-cash lease expense, and other non-cash charges that are deemed to be not indicative of the Company's core operating results, calculated before corporate overhead (which is not allocated to each reportable segment).

Due to the Company's use of Adjusted EBITDA as its measure of profit for its reportable segments, the Company includes a reconciliation of the total of the Company's consolidated Adjusted EBITDA to the Company's consolidated net income determined in accordance with GAAP. The Company also discloses Adjusted EBITDA at the reportable segment level, as set forth in the table below:

(In thousands)	Three Months Ended March 31,	
	2024	2023
<b>Revenues</b>		
<i>Nevada Casino Resorts</i>		
Gaming	\$ 40,289	\$ 42,293
Food and beverage	24,263	24,231
Rooms	26,949	26,210
Other	9,511	7,442
<b>Nevada Casino Resorts revenues</b>	<b>\$ 101,012</b>	<b>\$ 100,176</b>
<i>Nevada Locals Casinos</i>		
Gaming	\$ 27,820	\$ 29,649
Food and beverage	6,653	6,691
Rooms	2,451	2,822
Other	2,067	2,076
<b>Nevada Locals Casinos revenues</b>	<b>\$ 38,991</b>	<b>\$ 41,238</b>
<i>Maryland Casino Resort <sup>(1)</sup></i>		
Gaming	\$ —	\$ 14,514
Food and beverage	—	1,866
Rooms	—	1,545
Other	—	203
<b>Maryland Casino Resort revenues</b>	<b>\$ —</b>	<b>\$ 18,128</b>
<i>Nevada Taverns</i>		
Gaming	\$ 12,859	\$ 13,025
Food and beverage	12,728	13,305
Other	2,220	1,263
<b>Nevada Taverns revenue</b>	<b>\$ 27,807</b>	<b>\$ 27,593</b>
<i>Distributed Gaming <sup>(2)</sup></i>		
Gaming	\$ 5,981	\$ 88,606
Food and beverage	17	178
Other	21	1,617
<b>Distributed Gaming revenues</b>	<b>\$ 6,019</b>	<b>\$ 90,401</b>
Corporate and other	218	515
<b>Total revenues</b>	<b>\$ 174,047</b>	<b>\$ 278,051</b>

(1) Comprised of the operations of Rocky Gap, which was sold on July 25, 2023.

(2) Comprised of distributed gaming operations in Montana (for the three months ended March 31, 2023 only) and Nevada, which were sold on September 13, 2023 and January 10, 2024, respectively.

(In thousands)	Three Months Ended March 31,	
	2024	2023
<b>Adjusted EBITDA</b>		
Nevada Casino Resorts	\$ 26,891	\$ 31,711
Nevada Locals Casinos	17,536	20,160
Maryland Casino Resort <sup>(1)</sup>	—	5,128
Nevada Taverns	7,561	8,538
Distributed Gaming <sup>(2)</sup>	484	9,784
Corporate and other	(11,480)	(13,154)
<b>Total Adjusted EBITDA</b>	<b>40,992</b>	<b>62,167</b>
<b>Adjustments</b>		
Depreciation and amortization	(22,120)	(23,508)
Non-cash lease expense	85	(33)
Share-based compensation	(3,269)	(3,893)
(Loss) gain on disposal of assets	(14)	86
Gain on sale of business	69,736	—
Preopening and related expenses <sup>(3)</sup>	(139)	(384)
Other, net	(5,129)	(1,785)
Interest expense, net	(10,686)	(18,236)
Income tax provision	(27,493)	(2,784)
<b>Net Income</b>	<b>\$ 41,963</b>	<b>\$ 11,630</b>

(1) Comprised of the operations of Rocky Gap, which was sold on July 25, 2023.

(2) Comprised of distributed gaming operations in Montana (for the three months ended March 31, 2023 only) and Nevada, which were sold on September 13, 2023 and January 10, 2024, respectively.

(3) Preopening and related expenses consist of labor, food, utilities, training, initial licensing, rent and organizational costs incurred in connection with the opening of branded taverns and food and beverage and other venues within the casino locations.

#### Assets

The Company's assets by reportable segment consisted of the following amounts:

(In thousands)	Nevada Casino Resorts	Nevada Locals Casinos	Nevada Taverns	Distributed Gaming	Corporate and Other	Consolidated
<b>Balance at March 31, 2024</b>	<b>\$ 755,685</b>	<b>\$ 161,253</b>	<b>\$ 146,598</b>	<b>\$ —</b>	<b>\$ 438,395</b>	<b>\$ 1,501,931</b>
<b>Balance at December 31, 2023</b>	<b>\$ 758,622</b>	<b>\$ 160,059</b>	<b>\$ 148,250</b>	<b>\$ 204,271</b>	<b>\$ 181,081</b>	<b>\$ 1,452,283</b>

#### Note 12 — Related Party Transactions

In November 2018, the Company entered into a lease agreement for office space in a building adjacent to the Company's office headquarters building to be constructed and owned by a company 33% beneficially owned by Blake L. Sartini, 3% beneficially owned by Mr. Arcana, and 1.67% beneficially owned by each of Mr. Sartini's three children (including Blake L. Sartini II). Mr. Sartini serves as the Chairman of the Board and Chief Executive Officer of the Company and is co-trustee of The Blake L. Sartini and Delise F. Sartini Family Trust, which is a significant shareholder of the Company. Mr. Arcana serves as the Company's Chief Development Officer. The lease commenced in August 2020 and expires on December 31, 2030. The rent expense for the space was \$0.1 million for each of the three months ended March 31, 2024 and 2023. Additionally, the lease agreement includes a right of first refusal for additional space on the second floor of the building.

A portion of the Company's office headquarters building is sublet to Sartini Enterprises, Inc., a company controlled by Mr. Sartini. Rental income for each of the three months ended March 31, 2024 and 2023 for the sublet portion of the office headquarters building was less than \$0.1 million. No amount was owed to the Company under such sublease as of March 31, 2024 and December 31, 2023.

From time to time, the Company's executive officers and employees use a private aircraft leased to Sartini Enterprises, Inc. for

Company business purposes pursuant to aircraft time-sharing, co-user and various cost-sharing agreements between the Company and Sartini Enterprises, Inc., all of which have been approved by the Audit Committee of the Board of Directors. The aircraft time-sharing, co-user and cost-sharing agreements specify the maximum expense reimbursement that Sartini Enterprises, Inc. can charge the Company under the applicable regulations of the Federal Aviation Administration for the use of the aircraft and the flight crew. Such costs include fuel, landing fees, hangar and tie-down costs away from the aircraft's operating base, flight planning and weather contract services, crew costs and other related expenses. The Company's compliance department reviews the cost-sharing arrangements and reimbursements on a regular basis.

The Company did not incur any costs under the aircraft time-sharing, co-user and various cost-sharing agreements with Sartini Enterprises, Inc. for the three months ended March 31, 2024 and the Company incurred \$0.1 million under the aircraft time-sharing, co-user and various cost-sharing agreements with Sartini Enterprises, Inc. for the three ended March 31, 2023. The Company was owed \$0.1 million under such agreements as of each of March 31, 2024 and December 31, 2023.

#### **Note 13 — Subsequent Events**

The Company's management evaluates subsequent events through the date of issuance of the consolidated financial statements.

On April 15, 2024, the Company redeemed and repaid in full all of its 2026 Unsecured Notes for an aggregate amount equal to \$287.0 million, consisting of \$276.5 million in principal and \$10.5 million in accrued and unpaid interest, and discharged all of the Company's obligations under the indenture governing the 2026 Unsecured Notes. The Company recorded a \$4.4 million loss on debt extinguishment related to the redemption of the 2026 Unsecured Notes.

As discussed in "[Note 1 — Nature of Business and Basis of Presentation](#)," subsequent to the end of the first quarter of 2024, on April 22, 2024, the Company acquired the operations of GAP, comprised of two tavern locations in Nevada, for cash consideration of \$7.3 million. The acquired GAP taverns have been included in the Company's Nevada Taverns reportable segment from the date of acquisition.

On May 2, 2024, the Company's Board of Directors authorized its second recurring quarterly cash dividend as discussed in "[Liquidity and Capital Resources](#)" in Part I, Item 2: Management's Discussion and Analysis of Financial Condition and Results of Operations.

There were no additional subsequent events that occurred after March 31, 2024 but prior to the date of issuance of the consolidated financial statements that would require adjustment to or disclosure in the consolidated financial statements as of and for the three months ended March 31, 2024.

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

As used in this Quarterly Report on Form 10-Q, unless the context suggests otherwise, the terms "Golden," "we," "us" and "our" refer to Golden Entertainment, Inc. together with its subsidiaries.

The following discussion should be read in conjunction with the unaudited consolidated financial statements and notes thereto included in Item 1 of this Quarterly Report on Form 10-Q and the audited consolidated financial statements and notes thereto and Management's Discussion and Analysis of Financial Condition and Results of Operations included in our [Annual Report on Form 10-K](#) for the year ended December 31, 2023 (the "Annual Report") previously filed with the Securities and Exchange Commission ("SEC").

### Forward-Looking Statements

This Quarterly Report on Form 10-Q, including Management's Discussion and Analysis of Financial Condition and Results of Operations, contains forward-looking statements regarding future events and our future results that are subject to the safe harbors created under the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Forward-looking statements can generally be identified by the use of words such as "anticipate," "believe," "continue," "could," "estimate," "expect," "forecast," "intend," "may," "plan," "project," "potential," "seek," "should," "think," "will," "would" and similar expressions, or they may use future dates. In addition, forward-looking statements include statements regarding our strategies, objectives, business opportunities and plans for future expansion, developments or acquisitions; anticipated future growth and trends in our business or key markets; projections of future financial condition, operating results, income, capital expenditures, costs or other financial items; anticipated regulatory and legislative changes; and other characterizations of future events or circumstances as well as other statements that are not statements of historical fact. Forward-looking statements are based on our current expectations and assumptions regarding our business, the economy and other future conditions. These forward-looking statements are subject to assumptions, risks and uncertainties that may change at any time, and readers are therefore cautioned that actual results could differ materially from those expressed in any forward-looking statements. Factors that could cause our actual results to differ materially include: changes in national, regional and local economic and market conditions; legislative and regulatory matters (including the cost of compliance or failure to comply with applicable laws and regulations); increases in gaming taxes and fees in the jurisdictions in which we operate; litigation; increased competition; reliance on key personnel (including our Chief Executive Officer, President and Chief Financial Officer, and Chief Operating Officer); our ability to comply with covenants in our debt instruments; terrorist incidents; natural disasters; severe weather conditions (including weather or road conditions that limit access to our properties); the effects of environmental and structural building conditions; the effects of disruptions to our information technology and other systems and infrastructure; factors affecting the gaming, entertainment and hospitality industries generally; and other factors identified under the heading "Risk Factors" in our [Annual Report](#) or appearing elsewhere in this report and in our other filings with the SEC. Readers are cautioned not to place undue reliance on any forward-looking statements, which speak only as of the filing date of this report. We undertake no obligation to revise or update any forward-looking statements for any reason.

### Overview

We own and operate a diversified entertainment platform, consisting of a portfolio of gaming assets that focus on casino and branded tavern operations. Our portfolio includes eight casino properties located in Nevada, as well as 71 branded taverns targeting local patrons located primarily in the greater Las Vegas, Nevada metropolitan area.

We completed the sales of Rocky Gap Casino Resort ("Rocky Gap") on July 25, 2023 for aggregate cash consideration of \$260.0 million and our distributed gaming operations in Montana on September 13, 2023 for cash consideration of \$109.0 million plus working capital and other adjustments and net of cash transferred at closing. On January 10, 2024, we completed the sale of our distributed gaming operations in Nevada for cash consideration of \$213.5 million plus working capital and other adjustments and net of cash transferred at closing. Prior to their sale, the operations of Rocky Gap were presented in our Maryland Casino Resort reportable segment, and the results of the distributed gaming operations in Montana were combined with the results of the distributed gaming operations in Nevada and presented in our Distributed Gaming reportable segment. Refer to ["Note 2 — Divestitures"](#) in Part I, Item 1: Financial Statements for further information.

On April 22, 2024, we acquired the operations of Great American Pub ("GAP"), comprised of two tavern locations in Nevada, for cash consideration of \$7.3 million, thus expanding Golden's branded tavern portfolio to 71 locations. The acquired GAP taverns have been included in our Nevada Taverns reportable segment from the date of acquisition.

### Operations

As of March 31, 2024, we conducted our business through three reportable segments: Nevada Casino Resorts, Nevada Locals

Casinos and Nevada Taverns.

The following table sets forth certain information regarding our operations by reportable segment as of March 31, 2024:

	Location	Casino Space (Sq. ft.)	Slot Machines	Table Games	Hotel Rooms
<b>Nevada Casino Resorts</b>					
The STRAT Hotel, Casino & Tower ("The STRAT")	Las Vegas, NV	80,000	791	38	2,429
Aquarius Casino Resort ("Aquarius")	Laughlin, NV	69,750	1,057	29	1,906
Edgewater Casino Resort ("Edgewater")	Laughlin, NV	57,457	706	13	1,037
<b>Nevada Locals Casinos</b>					
Arizona Charlie's Boulder	Las Vegas, NV	41,969	595	—	303
Arizona Charlie's Decatur	Las Vegas, NV	67,360	713	10	259
Gold Town Casino	Pahrump, NV	10,000	187	—	—
Lakeside Casino & RV Park	Pahrump, NV	11,009	168	—	—
Pahrump Nugget Hotel Casino ("Pahrump Nugget")	Pahrump, NV	22,528	335	9	69
<b>Nevada Taverns</b>					
69 branded tavern locations <sup>(1)</sup>	Nevada	—	1,093	—	—
<b>Totals</b>		<b>360,073</b>	<b>5,645</b>	<b>99</b>	<b>6,003</b>

(1) Subsequent to the end of the first quarter of 2024, we acquired the operations of GAP, as described above, which included the acquisition of two tavern locations.

#### **Nevada Casino Resorts**

Our Nevada Casino Resorts segment is comprised of destination casino resort properties offering a variety of food and beverage outlets, entertainment venues and other amenities. The casino resort properties in this segment cater primarily to a regional drive-in customer base seeking a value-oriented vacation experience, with guests typically traveling from Southern California or Arizona. Our casino resort properties in Nevada have a significantly larger number of hotel rooms compared to the other casino properties in our portfolio. While hotel stays at these casino resorts are typically longer, the overall frequency of visitation from guests is lower when compared to our Nevada Locals Casinos.

*The STRAT:* The STRAT is our premier casino resort property, located on Las Vegas Boulevard on the north end of the Las Vegas Strip. The STRAT is comprised of a casino, a hotel and a tower, which includes indoor and outdoor observation decks, thrill rides and the SkyJump attraction. The STRAT offers hotel rooms, gaming, race and sports book facilities in an 80,000 square foot casino, ten restaurants, two rooftop pools, a fitness center, retail shops and entertainment facilities.

*Laughlin casinos:* We own and operate two casino resorts in Laughlin, Nevada, the Aquarius and the Edgewater, which are located approximately 90 miles from Las Vegas on the western bank of the Colorado River. In addition to hotel rooms, gaming, race and sports book facilities at each property, the Aquarius has eight restaurants and the Edgewater offers five restaurants. The Edgewater also offers a new bingo facility and dedicated entertainment venues, including the Edge Pavilion and the Laughlin Event Center.

The operations of Colorado Belle Casino Resort have remained suspended since March 2020 and we voluntarily surrendered our gaming license for the property on June 30, 2023.

#### **Nevada Locals Casinos**

Our Nevada Locals Casinos segment is comprised of casino properties that cater to local customers who generally live within a five-mile radius of our properties. Our locals casino properties typically experience a higher frequency of customer visits compared to our casino resort properties, with many of our customers visiting our Nevada Locals Casinos on a weekly basis. The casino properties within this reportable segment have no or a limited number of hotel rooms and offer fewer food and beverage outlets or other amenities, with revenues primarily generated from slot machine play.

*Arizona Charlie's casinos:* Our Arizona Charlie's Boulder and Arizona Charlie's Decatur casino properties primarily serve local

Las Vegas gaming patrons, and provide an alternative experience to the Las Vegas Strip. In addition to hotel rooms, gaming, race and sports book facilities and bingo facilities, Arizona Charlie's Boulder offers three restaurants and an RV park with 221 RV hook-up sites and Arizona Charlie's Decatur offers four restaurants.

*Pahrump casinos:* We own and operate three casino properties in Pahrump, Nevada, which is located approximately 60 miles from Las Vegas and is a gateway to Death Valley National Park. In addition to gaming and race and sports book facilities at each of our Pahrump casino properties, the Pahrump Nugget offers hotel rooms, four restaurants, bingo, a bowling center, and a 5,200 square foot banquet and event center. Our Lakeside Casino & RV Park also offers a bingo facility, a restaurant and 159 RV hook-up sites.

#### ***Nevada Taverns***

Our Nevada Taverns segment is comprised of branded tavern locations that offer a casual, upscale environment catering to local patrons offering superior food, craft beer and other alcoholic beverages, and are typically limited to 15 slot machines. Most of our branded taverns are located in the greater Las Vegas, Nevada metropolitan area and cater to local patrons seeking more convenient entertainment establishments than traditional casino properties. Our tavern patrons are typically younger than traditional casino customers, which diversifies our customer demographic. Prior to the sale of our distributed gaming operations in Nevada, we owned and operated the slot machines located within each tavern. Following the sale, slot machines at our branded tavern locations are owned and operated by the independent third party that acquired the distributed gaming operations from us. Our tavern brands include PT's Pub, PT's Gold, PT's Ranch, PT's Place, PT's Wings & Sports, Sean Patrick's, Sierra Gold, SG Bar, Sierra Junction, and Lucky's. As of March 31, 2024, we owned and operated 69 branded taverns, which offered nearly 1,100 onsite slot machines.

On April 22, 2024, we acquired the operations of GAP, comprised of two tavern locations in Nevada, for cash consideration of \$7.3 million, thus expanding our branded tavern portfolio to 71 locations and over 1,100 onsite slot machines. The acquired GAP taverns have been included in our Nevada Taverns reportable segment from the date of acquisition. We continue to look for opportunities to pursue additional tavern openings and acquisitions.

## Results of Operations

The following discussion and analysis should be read in conjunction with the unaudited consolidated financial statements and notes thereto included elsewhere in this Quarterly Report on Form 10-Q for the three months ended March 31, 2024 and 2023.

(In thousands)	Three Months Ended March 31,	
	2024	2023
<b>Revenues</b>		
Gaming	\$ 86,949	\$ 188,087
Food and beverage	43,661	46,271
Rooms	29,400	30,577
Other	14,037	13,116
<b>Total revenues</b>	<b>174,047</b>	<b>278,051</b>
<b>Expenses</b>		
Gaming	26,891	106,926
Food and beverage	34,176	34,022
Rooms	16,234	14,781
Other operating	4,080	3,830
Selling, general and administrative	59,987	62,036
Depreciation and amortization	22,120	23,508
Loss (gain) on disposal of assets	14	(86)
Gain on sale of business	(69,736)	—
Preopening expenses	139	384
<b>Total expenses</b>	<b>93,905</b>	<b>245,401</b>
<b>Operating income</b>	<b>80,142</b>	<b>32,650</b>
<b>Non-operating expense</b>		
Interest expense, net	(10,686)	(18,236)
<b>Total non-operating expense, net</b>	<b>(10,686)</b>	<b>(18,236)</b>
<b>Income before income tax provision</b>	<b>69,456</b>	<b>14,414</b>
Income tax provision	(27,493)	(2,784)
<b>Net income</b>	<b>\$ 41,963</b>	<b>\$ 11,630</b>

### Three Months Ended March 31, 2024 Compared to Three Months Ended March 31, 2023

#### Revenues

The \$104.0 million, or 37%, decrease in revenues for the three months ended March 31, 2024 compared to the prior year period resulted from decreases of \$101.1 million, \$2.6 million and \$1.2 million in gaming, food and beverage and rooms revenues, respectively, offset by \$0.9 million increase in other revenues. The decrease in gaming revenues was primarily attributable to the exclusion of the results of Rocky Gap and our distributed gaming operations in Montana and Nevada that were sold on July 25, 2023, September 13, 2023 and January 10, 2024, respectively. The decrease in food and beverage revenues was primarily driven by the exclusion of the results of Rocky Gap, and the decrease in rooms revenues reflected both lower occupancy levels at our Nevada Locals Casinos and the exclusion of Rocky Gap in the current year period. The increase in other revenues was primarily driven by an increase in the number of events hosted at our Laughlin Event Center, followed by an increase in fees on the usage of our amenities within certain of our Nevada Casino Resorts properties, as well as sublease revenue generated by select tavern locations, partially offset by the exclusion of the results of Rocky Gap in the current year period.

#### Operating Expenses

The \$78.2 million, or 49%, decrease in operating expenses for the three months ended March 31, 2024 compared to the prior year period related to a \$80.0 million decrease in gaming operating expenses primarily as a result of the exclusion of the results of Rocky Gap and our distributed gaming operations in Montana and Nevada following their respective dates of sale. The decrease was partially offset by increases of \$0.1 million, \$1.5 million and \$0.2 million in food and beverage, rooms, and other operating expenses, respectively, primarily as a result of higher labor costs incurred during the three months ended March 31, 2024.



### *Selling, General and Administrative Expenses*

The \$2.0 million, or 3%, decrease in selling, general and administrative ("SG&A") expenses for the three months ended March 31, 2024 compared to the prior year period was primarily attributable to the exclusion of the results of Rocky Gap and our distributed gaming operations in Montana and Nevada following the respective dates of sale. This decrease was partially offset by an increase in marketing and advertising for the special events hosted during the period, as well as an increase in costs related to insurance, utilities, legal and vendor fees, and maintenance contract fees.

### *Depreciation and Amortization*

The decrease in depreciation and amortization expenses of \$1.4 million, or 6%, for the three months ended March 31, 2024 compared to the prior year period was primarily related to the exclusion of the depreciation and amortization of our distributed gaming operations in Montana and Nevada following their classification as assets held for sale in March 2023. The decrease in depreciation and amortization expenses for the three months ended March 31, 2024 was partially offset by the depreciation on new assets placed in service as a result of our acquisition of taverns and opening of new entertainment venues within our Nevada Casino Resorts segment.

### *Gain or Loss on Disposal of Assets*

Loss on disposal of assets for the three months ended March 31, 2024 was primarily driven by disposal of used equipment in our Nevada Taverns segment.

### *Gain on Sale of Business*

The \$69.7 million gain on sale of business for the three months ended March 31, 2024 was driven by the sale of distributed gaming operations in Nevada during the current year period.

### *Preopening Expenses*

Preopening expenses consist of labor, food, utilities, training, initial licensing, rent and organizational costs incurred in connection with the opening of branded tavern and casino locations as well as food and beverage and other venues within our casino locations. Preopening expenses for the three months ended March 31, 2024 and 2023 were related to our planned expansion and new branded tavern openings within our Nevada Taverns segment.

### *Non-Operating Expense, Net*

The \$7.6 million, or 41%, decrease in non-operating expense, net, for the three months ended March 31, 2024 compared to the prior year period was primarily related to the decrease in interest expense due to the reduction in the amount of debt obligations outstanding and higher interest income generated during the current year period.

### *Income Taxes*

The effective income tax rate was 39.6% for the three months ended March 31, 2024, which differed from the federal income tax rate of 21% primarily due to the tax effect of the sale of our distributed gaming operations in Nevada. The effective income tax rate was 19.3% for the three months ended March 31, 2023, which differed from the federal tax rate of 21% primarily due to the limitation on tax deductions for executive compensation in excess of \$1 million under Section 162(m) of the Internal Revenue Code.

### **Revenues and Adjusted EBITDA by Reportable Segment**

To supplement our consolidated financial statements presented in accordance with United States generally accepted accounting principles ("GAAP"), we use Adjusted EBITDA because it is the primary metric used by our chief operating decision makers and investors in measuring both our past and future expectations of performance. Adjusted EBITDA provides useful information to the users of our financial statements by excluding specific expenses and gains that we believe are not indicative of our core operating results. Furthermore, our annual performance plan used to determine compensation for our executive officers and employees is tied to the Adjusted EBITDA metric. It is also a measure of operating performance widely used in the gaming industry. The presentation of this additional information is not meant to be considered in isolation or as a substitute for measures of financial performance prepared in accordance with GAAP. In addition, other companies in our industry may calculate Adjusted EBITDA differently than we do.

We define "Adjusted EBITDA" as earnings before interest and other non-operating income (expense), income taxes, depreciation and amortization, impairment of assets, severance expenses, preopening and related expenses, gain or loss on disposal of assets

and businesses, share-based compensation expenses, non-cash lease expense and other non-cash charges that are deemed to be not indicative of our core operating results, calculated before corporate overhead (which is not allocated to each reportable segment).

The following table presents our total revenues and Adjusted EBITDA by reportable segment and a reconciliation of net income to Adjusted EBITDA:

(In thousands)	Three Months Ended March 31,	
	2024	2023
<b>Revenues</b>		
Nevada Casino Resorts	\$ 101,012	\$ 100,176
Nevada Locals Casinos	38,991	41,238
Maryland Casino Resort <sup>(1)</sup>	—	18,128
Nevada Taverns	27,807	27,593
Distributed Gaming <sup>(2)</sup>	6,019	90,401
Corporate and other	218	515
<b>Total Revenues</b>	<b>\$ 174,047</b>	<b>\$ 278,051</b>
<b>Adjusted EBITDA</b>		
Nevada Casino Resorts	\$ 26,891	\$ 31,711
Nevada Locals Casinos	17,536	20,160
Maryland Casino Resort <sup>(1)</sup>	—	5,128
Nevada Taverns	7,561	8,538
Distributed Gaming <sup>(2)</sup>	484	9,784
Corporate and other	(11,480)	(13,154)
<b>Total Adjusted EBITDA</b>	<b>\$ 40,992</b>	<b>\$ 62,167</b>
<b>Net income</b>	<b>\$ 41,963</b>	<b>\$ 11,630</b>
<b>Adjustments</b>		
Depreciation and amortization	22,120	23,508
Non-cash lease expense	(85)	33
Share-based compensation	3,269	3,893
Loss (gain) on disposal of assets	14	(86)
Gain on sale of business	(69,736)	—
Preopening and related expenses <sup>(3)</sup>	139	384
Other, net	5,129	1,785
Interest expense, net	10,686	18,236
Income tax provision	27,493	2,784
<b>Adjusted EBITDA</b>	<b>\$ 40,992</b>	<b>\$ 62,167</b>

(1) Comprised of the operations of Rocky Gap, which was sold on July 25, 2023.

(2) Comprised of distributed gaming operations in Montana (for the three months ended March 31, 2023 only) and Nevada, which were sold on September 13, 2023 and January 10, 2024, respectively.

(3) Preopening and related expenses consist of labor, food, utilities, training, initial licensing, rent and organizational costs incurred in connection with the opening of branded taverns and food and beverage and other venues within the casino locations.

#### Nevada Casino Resorts

Revenues increased by \$0.8 million, or 1%, for the three months ended March 31, 2024 compared to the prior year period primarily due to increases of \$0.7 million and \$2.1 million in rooms and other revenues, respectively, offset by \$2.0 million decrease in gaming revenues. The increase in rooms revenues was primarily attributable to an increase in occupancy of our hotel rooms for the three months ended March 31, 2024 compared to the prior year period primarily as a result of an increase in the number of events hosted at our Laughlin Event Center. The increase in other revenues was primarily driven by an increase in the number of events hosted at our Laughlin Event Center compared to the prior year period. The decrease in gaming revenues for the

three months ended March 31, 2024 was primarily driven by a reevaluation of gaming related marketing programs and an increase in complimentary products and services provided to our customers to incentivize future gaming activity.

Adjusted EBITDA decreased by \$4.8 million, or 15%, for the three months ended March 31, 2024 compared to prior year period primarily due to higher labor costs during the current year period.

#### *Nevada Locals Casinos*

Revenues decreased by \$2.2 million, or 5%, for the three months ended March 31, 2024 compared to the prior year period primarily due to decreases of \$1.8 million and \$0.4 million in gaming and rooms revenues. The decrease in gaming revenue was primarily attributable to an increase in complimentary products and services provided to our customers to incentivize future gaming activity and a softer demand for gaming. The decrease in room revenue is primarily attributable to lower occupancy levels during the current year period.

Adjusted EBITDA decreased by \$2.6 million, or 13%, for the three months ended March 31, 2024 compared to prior year period primarily due to higher labor costs during the current year and the reduction in revenues compared to the prior year period.

#### *Nevada Taverns*

Revenues for the three months ended March 31, 2024 remained relatively consistent with the prior year period. Adjusted EBITDA decreased by \$1.0 million, or 11%, for the three months ended March 31, 2024, compared to the prior year periods primarily due to higher labor costs and cost of goods.

#### *Distributed Gaming*

This reportable segment was comprised of distributed gaming operations in Montana and Nevada, which were sold on September 13, 2023 and January 10, 2024, respectively. Refer to ["Note 1 — Nature of Business and Basis of Presentation"](#) and ["Note 2 — Divestitures"](#) in Part I, Item 1: Financial Statements for further information. The decreases in revenues and Adjusted EBITDA compared to the prior year period reflect the inclusion of a full quarter of results from our distributed gaming operations in Montana and Nevada in the prior year period, compared to ten days of results from our distributed gaming operations in Nevada in the current year period.

#### *Adjusted EBITDA Margin*

For the three months ended March 31, 2024, Adjusted EBITDA as a percentage of segment revenues (or Adjusted EBITDA margin) was 27%, 45%, and 27% for Nevada Casino Resorts, Nevada Locals Casinos and Nevada Taverns segments, respectively, compared to Adjusted EBITDA margins of 32%, 49% and 31%, respectively, for the prior year period. The lower Adjusted EBITDA margins for the three months ended March 31, 2024 were primarily attributable to increases in labor costs and cost of goods and the reduction in revenues compared to the prior year period.

### **Liquidity and Capital Resources**

As of March 31, 2024, we had \$404.3 million in cash and cash equivalents. We believe that our cash and cash equivalents, cash flows from operations and borrowing availability under our \$240 million revolving credit facility (the "Revolving Credit Facility") will be sufficient to meet our capital requirements during the next 12 months. As of March 31, 2024, we had borrowing availability of \$240 million under our Revolving Credit Facility (refer to ["Note 6 — Long-Term Debt"](#) in Part I, Item 1: Financial Statements for additional information regarding our Revolving Credit Facility). As discussed above, on January 10, 2024, we sold our distributed gaming operations in Nevada for aggregate cash consideration of \$213.5 million plus working capital and other adjustments and net of cash transferred at closing. In addition, on February 27, 2024 our Board of Directors declared a recurring quarterly cash dividend of \$0.25 per share of our common stock, the first of which was paid on April 4, 2024 to shareholders of record as of March 18, 2024 in the amount of \$7.2 million in the aggregate. On May 2, 2024, our Board of Directors authorized our second recurring quarterly cash dividend of \$0.25 per share of our common stock payable on July 2, 2024 to shareholders of record as of June 14, 2024.

Our operating results and performance depend significantly on national, regional and local economic conditions and their effect on consumer spending. Declines in consumer spending would cause revenues generated by our operations to be adversely affected.

To further enhance our liquidity position or to finance any future acquisition or other business investment initiatives, we may obtain additional financing, which could consist of debt, convertible debt or equity financing from public and/or private credit and capital markets.

### *Cash Flows*

Net cash provided by operating activities was \$25.8 million and \$54.5 million for the three months ended March 31, 2024 and 2023, respectively. The \$28.7 million, or 53%, decrease in operating cash flows for the three months ended March 31, 2024 compared to the prior year period was primarily related to a decrease in operating income primarily as a result of divestitures of Rocky Gap and our distributed gaming operations in Montana and Nevada on July 25, 2023, September 13, 2023 and January 10, 2024, respectively, as well as the timing of working capital spending.

Net cash provided by investing activities of \$188.6 million for the three months ended March 31, 2024 was primarily related to the cash receipts of \$204.9 million from the sale of our distributed gaming operations in Nevada in January 2024, offset by \$16.3 million spent on capital expenditures, primarily at The STRAT. Net cash used in investing activities of \$24.9 million for the three months ended March 31, 2023 was related to the capital expenditures at our properties.

Net cash used in financing activities was \$7.7 million and \$15.5 million for the three months ended March 31, 2024 and 2023, respectively. The \$7.8 million, or 50%, decrease in net cash used in financing activities during the three months ended March 31, 2024 primarily related to a \$9.5 million decrease in cash paid for tax withholding on option exercises and the vesting of RSUs and PSUs during the current year period, offset by \$1 million of repayments of our outstanding term loan borrowings under our senior secured credit facility (the "Credit Facility") and a \$0.6 million increase in payments under our notes payable and finance lease obligations.

### *Long-Term Debt*

Refer to ["Note 6 — Long-Term Debt"](#) in Part I, Item 1: Financial Statements of this Quarterly Report for discussion of our debt instruments.

### *Share Repurchase Program*

Share repurchases may be made from time to time in open market transactions, block trades or in private transactions in accordance with applicable securities laws and regulations and other legal requirements, including compliance with our finance agreements. There is no minimum number of shares that we are required to repurchase and the repurchase program may be suspended or discontinued at any time without prior notice. Refer to ["Note 7 — Shareholders' Equity and Stock Incentive Plans"](#) in Part I, Item 1: Financial Statements of this Quarterly Report for additional information regarding our share repurchase program and common stock purchases made pursuant to our share repurchase program.

### **Other Items Affecting Liquidity**

The outcome of the following specific matters, including our commitments and contingencies, may also affect our liquidity.

#### *Commitments, Capital Spending and Development*

We perform on-going refurbishment and maintenance at our facilities, of which certain maintenance costs are capitalized if such improvement or refurbishment extends the life of the related asset, while other maintenance costs that do not so qualify are expensed as incurred. The commitment of capital and the related timing thereof are contingent upon, among other things, negotiation of final agreements and receipt of approvals from the appropriate regulatory bodies. We intend to fund such capital expenditures through our operating cash flows and Revolving Credit Facility.

Refer to ["Note 10 — Commitments and Contingencies"](#) in Part I, Item 1: Financial Statements for additional information regarding commitments and contingencies that may also affect our liquidity.

#### *Other Opportunities*

We may investigate and pursue expansion opportunities in our existing or new markets from time to time. Such expansions will be influenced and determined by a number of factors, which may include licensing availability and approval, suitable investment opportunities and availability of acceptable financing. Investigation and pursuit of such opportunities may require us to make substantial investments or incur substantial costs, which we may fund through cash flows from operations or borrowing availability under our Revolving Credit Facility. To the extent such sources of funds are not sufficient, we may also seek to raise such additional funds through public or private equity or debt financings or from other sources. No assurance can be given that additional financing will be available or that, if available, such financing will be obtainable on terms favorable to us. Moreover, we can provide no assurances that the investigation or pursuit of an opportunity will result in a completed transaction.

## Critical Accounting Policies and Estimates

Management's discussion and analysis of our results of operations and liquidity and capital resources are based on our consolidated financial statements, which have been prepared in accordance with GAAP. The preparation of these financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the balance sheet date and reported amounts of revenue and expenses during the reporting period. On an ongoing basis, we evaluate our estimates and judgments, including those related to the application of the acquisition method of accounting, long-lived assets, goodwill and indefinite-lived intangible assets, revenue recognition, income taxes and share-based compensation expenses. We base our estimates and judgments on historical experience and on various other factors that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. We believe that our estimates and assumptions are reasonable, based upon information presently available; however, actual results may differ from these estimates under different assumptions or conditions.

A description of our critical accounting estimates can be found under Part II, Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations in our Annual Report. For a more extensive discussion of our accounting policies, refer to "Note 2 — Summary of Significant Accounting Policies" in [Part II, Item 8: Financial Statements and Supplemental Data](#) in our Annual Report. There were no material changes to our critical accounting policies and estimates during the three months ended March 31, 2024.

## Seasonality

We believe that our businesses are affected by seasonal factors, including holidays, weather and travel conditions. Our casino properties and branded taverns in Nevada have historically experienced lower revenues during the summer as a result of fewer tourists due to higher temperatures, as well as increased vacation activity by local residents. Our branded taverns typically experience higher revenues during the fall which corresponds with several professional sports seasons. While other factors like unemployment levels and market competition may either offset or magnify seasonal effects, some seasonality is likely to continue, which could result in significant fluctuation in our quarterly operating results.

## Recently Issued Accounting Pronouncements

See ["Note 1 — Nature of Business and Basis of Presentation"](#) in Part I, Item 1: Financial Statements for information regarding recently issued accounting pronouncements.

## Regulation and Taxes

Our business is subject to extensive regulation by state gaming authorities. Changes in applicable laws or regulations could have a material adverse effect on us.

The gaming industry represents a significant source of tax revenues to regulators. From time to time, various federal and state legislators and officials have proposed changes in tax law, or in the administration of such law, affecting the gaming industry. It is not possible to determine the likelihood of possible changes in tax law or in the administration of such law. Such changes, if adopted, could have a material adverse effect on our future financial position, results of operations, cash flows and prospects.

## Off Balance Sheet Arrangements

We have no off balance sheet arrangements that have, or are reasonably likely to have, a current or future effect on our financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors.

## ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Our primary exposure to market risk is interest rate risk associated with our variable rate long-term debt. As of March 31, 2024, our variable rate long-term debt primarily comprised our indebtedness under the Credit Facility (refer to ["Note 6 — Long-Term Debt"](#) in Part I, Item 1: Financial Statements).

As of March 31, 2024, we had \$397 million in principal amount of outstanding term loan borrowings under the Credit Facility with no outstanding borrowings under our \$240 million Revolving Credit Facility (defined in ["Note 6 — Long-Term Debt"](#) in Part I, Item 1: Financial Statements). Our primary interest rate under the Credit Facility is the SOFR rate plus an applicable margin. The weighted-average effective interest rate on our outstanding borrowings under the Credit Facility was 8.19% for the three months ended March 31, 2024. Assuming the outstanding balance under our Credit Facility remained constant over a year, a 50 basis point increase in the applicable interest rate would increase interest incurred, prior to effects of capitalized interest, by

\$2.0 million over a twelve-month period.

As of March 31, 2024, we had \$404.3 million in cash and cash equivalents.

#### **ITEM 4. CONTROLS AND PROCEDURES**

We maintain disclosure controls and procedures designed to provide reasonable assurance of achieving the objective that information in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified and pursuant to the requirements of the SEC's rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow for timely decisions regarding required disclosures. In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

As required by SEC Rule 13a-15(b), we carried out an evaluation, with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of our disclosure controls and procedures as of March 31, 2024, the end of the period covered by this Quarterly Report on Form 10-Q. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of March 31, 2024.

During the quarter ended March 31, 2024, there have been no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

#### **PART II. OTHER INFORMATION**

##### **ITEM 1. LEGAL PROCEEDINGS**

A discussion of our legal proceedings is contained in ["Note 10 — Commitments and Contingencies"](#) in Part I, Item 1: Financial Statements.

##### **ITEM 1A. RISK FACTORS**

In addition to the other information set forth in this report, you should carefully consider the factors discussed in [Part I, Item 1A, "Risk Factors"](#) in our Annual Report on Form 10-K, which factors could materially affect our business, financial condition, liquidity or future results. There have been no material changes to the risk factors described in the "Risk Factors" section in our Annual Report. The risks described in our Annual Report are not the only risks facing our company. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition, liquidity, results of operations, prospects or stock price.

##### **ITEM 5. OTHER INFORMATION**

Our directors and officers (as defined in Rule 16a-1(f)) did not adopt or terminate any Rule 10b5-1 trading plans or non-Rule 10b5-1 trading arrangements (as such terms are defined in Item 408(c) of Regulation S-K) during the three months ended March 31, 2024.

**ITEM 6. EXHIBITS**

<b>Exhibits</b>	<b>Description</b>
10.1#	<a href="#"><u>Second Amended and Restated Employment Agreement, dated as of March 20, 2024, by and between Golden Entertainment and Blake L. Sartini II</u></a>
10.2#	<a href="#"><u>Amended and Restated Employment Agreement, dated as of March 20, 2024, by and between Golden Entertainment and Stephen Arcana</u></a>
31.1	<a href="#"><u>Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u></a>
31.2	<a href="#"><u>Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u></a>
32.1	<a href="#"><u>Certifications of Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u></a>
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the inline XBRL document
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Calculation Definition Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

# Management contract or compensatory plan or arrangement in which one or more executive officers or directors participates

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Quarterly Report on Form 10-Q to be signed on its behalf by the undersigned thereunto duly authorized.

Dated: May 9, 2024

GOLDEN ENTERTAINMENT, INC.

*(Registrant)*

/s/ BLAKE L. SARTINI

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Blake L. Sartini

Chairman of the Board and Chief Executive Officer

(Principal Executive Officer)

/s/ CHARLES H. PROTELL

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Charles H. Protell

President and Chief Financial Officer

(Principal Financial Officer)

/s/ THOMAS E. HAAS

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Thomas E. Haas

Senior Vice President of Accounting

(Principal Accounting Officer)



**SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This Second Amended and Restated Employment Agreement (the "Agreement") is made and entered into as of this 20th day of March, 2024 (the "Effective Date"), by and between Blake L. Sartini II (the "Executive"), and Golden Entertainment, Inc., a Minnesota corporation, including its subsidiaries and Affiliates (as defined below) (collectively, the "Company").

**RECITALS**

WHEREAS, the Executive currently is employed at will by the Company.

WHEREAS, the Board of Directors of the Company (including any duly authorized Committee thereof, the "Board") has determined that it is in the best interests of the Company to continue to employ the Executive; and

WHEREAS, the Company and the Executive previously entered into an Employment Agreement made and entered into as of March 10, 2017, as amended by the First Amendment to Amended and Restated Employment Agreement made and entered into as of March 14, 2018, the Second Amendment to Amended and Restated Employment Agreement made and entered into as of April 4, 2022, and the Third Amendment to Amended and Restated Employment Agreement made and entered into as of January 9, 2023 (together, the "Prior Agreement"), and the Company and the Executive wish to amend and restate such agreement in its entirety by entering into this Agreement to document the amended terms of the Executive's employment with the Company.

NOW, THEREFORE, in consideration of the mutual promises and covenants and the respective undertakings of the Company and the Executive set forth below the Company and Executive agree as follows:

**AGREEMENT**

1. Employment. The Company hereby employs the Executive, and the Executive accepts such employment and agrees to perform services for the Company, for the period and upon the other terms and conditions set forth in this Agreement.

2. Base Salary. The Company shall pay the Executive an annual base salary in the amount of, effective as of the Effective Date, Five Hundred Fifty Thousand Dollars (\$550,000) or such higher amount as may from time-to-time be determined by the Compensation Committee of the Company's Board of Directors in its sole discretion ("Base Salary"). Such salary shall be paid in equal installments in the manner and at the times as other employees of the Company are paid.

3. Incentive Compensation. The Executive shall participate in the Company's incentive compensation program from time-to-time established and approved by the Compensation Committee of the Company's Board of Directors, such participation to be on the same terms and conditions as from time-to-time apply to executive officers of the Company. The Executive's target bonus under the Company's annual incentive compensation plan shall be one hundred percent (100%) of the Executive's Base Salary.

4. Benefits. The Company shall provide to the Executive such benefits as are provided by the Company to other executive officers of the Company. The Executive shall pay for the portion of the cost of such benefits as is from time-to-time established by the Company as the portion of such cost to be paid by executive officers of the Company. The Company shall have the right to amend or delete any such benefit plan or arrangement made available by the Company to its executive officers and not otherwise specifically provided for herein. The Executive shall be entitled to such periods of paid time off ("PTO") each year as provided from time to time under the Company's PTO policy and as otherwise provided for executive officers. In addition, the Executive shall be entitled to receive the additional benefits described on Exhibit A attached hereto.

5. Costs and Expenses. The Company shall reimburse the Executive for reasonable out-of-pocket business expenses incurred in connection with the performance of his duties hereunder, subject to such policies as

the Company may from time to time establish, and the Executive furnishing the Company with evidence in the form of receipts satisfactory to the Company substantiating the claimed expenditures.

6. Duties.

a. The Executive shall serve as Executive Vice President and Chief Operating Officer of the Company. In the performance of such duties, the Executive shall report directly to the Chief Executive Officer of the Company (the "CEO") and shall be subject to the direction of the CEO and to such limits upon the Executive's authority as the CEO may from time to time impose. In the event of the CEO's incapacity or unavailability, the Executive shall be subject to the direction of the Board. The Executive hereby consents to serve as an officer and/or director of the Company or any subsidiary or Affiliate thereof without any additional salary or compensation, if so requested by the CEO. The Executive shall be employed by the Company on a full time basis. The Executive's primary place of work shall be the Company's offices in Las Vegas, Nevada, or, with the Company's consent, at any other place at which the Company maintains an office; provided, however, that the Company may from time to time require the Executive to travel temporarily to other locations in connection with the Company's business. The Executive shall be subject to and comply with the policies and procedures generally applicable to executive officers of the Company to the extent the same are not inconsistent with any term of this Agreement.

b. The Executive shall at all times faithfully, industriously and to the best of his ability, experience and talent perform to the satisfaction of the Board, and the CEO all of the duties that may be assigned to the Executive hereunder.

7. Termination.

a. At-Will Employment; Termination. The Company and the Executive acknowledge that the Executive's employment is and shall continue to be at-will, as defined under applicable law, and that the Executive's employment with the Company may be terminated by either party at any time for any or no reason, with or without notice. If the Executive's employment terminates for any reason, the Executive shall not be entitled to any payments, benefits, damages, awards or compensation other than as provided in this Agreement.

b. Automatic Termination Due to Death or Disability.

( i ) Termination Due to Disability. If the Executive suffers any "Disability" (as defined below), this Agreement and the Executive's employment hereunder will automatically terminate. "Disability" means the inability of the Executive to perform the essential functions of his position, with or without reasonable accommodation, because of physical or mental illness or incapacity, for a period of ninety (90) consecutive calendar days or for one hundred twenty (120) calendar days in any one hundred eighty (180) calendar day period. The existence of the Executive's Disability shall be determined by the Company on the advice of a physician chosen by the Company and reasonably acceptable to the Executive.

(ii) Termination Due to Death. This Agreement will automatically terminate on the date of the Executive's death.

(iii) Accrued Obligations and Stock Award Acceleration and Extended Exercisability. In the event of the Executive's termination of employment by reason of his Disability or death, the Company will have no further obligation to the Executive under this Agreement, except the Company shall pay to the Executive his fully earned but unpaid Base Salary, when due, through the date of the Executive's termination at the rate then in effect, accrued and unused PTO, plus all other benefits, if any, under any Company group retirement plan, nonqualified deferred compensation plan, equity award plan or agreement, health benefits plan or other Company group benefit plan to which the Executive may be entitled pursuant to the terms of such plans or agreements at the time of the Executive's termination (the "Accrued Obligations"), and the vesting of any outstanding unvested portion of each of the Executive's Stock Awards shall be automatically accelerated on the date of termination (provided that the exercise of such Stock Awards shall be subject to the terms and conditions of the equity plan and any Stock Award agreement pursuant to which the Executive's Stock Awards were granted).  
In

addition, such Stock Awards may be exercised by the Executive or the Executive's legal representative until the latest of (A) the date that is one (1) year after the date of the Executive's termination of employment or (B) such longer period as may be specified in the applicable Stock Award agreement; provided, however, that in no event shall any Stock Award remain exercisable beyond the original outside expiration date of such Stock Award.

c. Termination Without Cause or Constructive Termination.

The provisions of this Section 7(c) shall apply following any termination of the Executive which is either (i) without "Cause" (as defined below); or (ii) a "Constructive Termination" (as defined below). Notwithstanding anything to the contrary in this Section 7(c), and subject to Sections 7(f) and 21 and the Executive's continued compliance with Sections 10 and 11, in the event that the Executive's employment is terminated, at any time, and such termination is either (i) without Cause; or (ii) a Constructive Termination:

(i) Accrued Obligations. The Company shall pay to the Executive the Accrued Obligations through the date of termination.

(ii) Severance Payment. The Executive shall be entitled to receive severance benefits equal to (A) the sum of (1) his annual Base Salary (at the rate in effect immediately preceding his termination of employment) plus (2) an amount equal to the Executive's target bonus for the year in which the Executive's termination occurs, multiplied by (B) two (2), payable in a lump sum on the sixtieth (60<sup>th</sup>) day after the date of Executive's termination of employment.

(iii) Benefits. For the period commencing on the date of the Executive's termination of employment and continuing for eighteen (18) months thereafter (or, if earlier, (A) the date on which the applicable continuation period under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") expires or (B) the date the Executive becomes eligible to receive the equivalent or increased healthcare coverage by means of subsequent employment or self-employment) (such period, the "COBRA Coverage Period"), if the Executive and/or his eligible dependents who were covered under the Company's health insurance plans as of the date of the Executive's termination of employment elect to have COBRA coverage and are eligible for such coverage, the Company shall pay for or reimburse the Executive on a monthly basis for an amount equal to (1) the monthly premium the Executive and/or his covered dependents, as applicable, are required to pay for continuation coverage pursuant to COBRA for the Executive and/or his eligible dependents, as applicable, who were covered under the Company's health plans as of the date of the Executive's termination of employment (calculated by reference to the premium as of the date of the Executive's termination of employment) less (2) the amount the Executive would have had to pay to receive group health coverage for the Executive and/or his or her covered dependents, as applicable, based on the cost sharing levels in effect on the date of the Executive's termination of employment (the "Monthly Premium Amount"). If any of the Company's health benefits are self-funded as of the date of the Executive's termination of employment, or if the Company cannot provide the foregoing benefits in a manner that is exempt from Section 409A (as defined below) or that is otherwise compliant with applicable law (including, without limitation, Section 2716 of the Public Health Service Act), instead of providing the payments or reimbursements as set forth above, the Company shall instead pay to the Executive the foregoing monthly amount as a taxable monthly payment for the COBRA Coverage Period (or any remaining portion thereof). The Executive shall be solely responsible for all matters relating to continuation of coverage pursuant to COBRA, including, without limitation, the election of such coverage and the timely payment of premiums. The Executive shall notify the Company immediately if the Executive becomes eligible to receive the equivalent or increased healthcare coverage by means of subsequent employment or self-employment. In addition, the Company shall pay to the Executive an amount equal to (x) the Monthly Premium Amount (as in effect on the date of termination), multiplied by (y) six (6), in a lump sum on the sixtieth (60<sup>th</sup>) day after the date of Executive's termination of employment.

(iv) Stock Award Acceleration and Extended Exercisability. The vesting of any outstanding unvested portion of each of the Executive's Stock Awards shall be automatically accelerated on the date of termination (provided that the exercise of such Stock Awards shall be subject to the terms and conditions of the equity plan and any Stock Award agreement pursuant to which the Executive's Stock Awards were granted). In addition, such Stock Awards may be exercised by the Executive or the Executive's legal representative until the

latest of (A) the date that is one (1) year after the date of the Executive's termination of employment or (B) such longer period as may be specified in the applicable Stock Award agreement; provided, however, that in no event shall any Stock Award remain exercisable beyond the original outside expiration date of such Stock Award.

(v) Conversion of Insurance Policies. In addition, the Company shall also use its best efforts to convert any then-existing life insurance and accidental death and disability insurance policies to individual policies in the name of the Executive.

d. Termination by the Executive.

The Executive may terminate this Agreement and his employment hereunder at any time by providing the Company written notice of his intent to terminate at least sixty (60) days prior to the effective date of his termination. During this sixty-day period, the Executive must execute his duties and responsibilities in accordance with the terms of this Agreement. If the Executive resigns his employment, other than in a Constructive Termination, the Executive will only be entitled to receive the Accrued Obligations through the date of termination.

e. Termination by the Company for Cause.

The Company will have the right to immediately terminate this Agreement and the Executive's employment hereunder for "Cause" (as defined below). In the event of such termination for Cause, the Executive will only be entitled to receive the Accrued Obligations through the date of termination.

f. Waiver of Claims.

The Company's obligations to provide severance benefits in Section 7(c) above are conditioned on the Executive signing and not revoking a general release of legal claims and covenant not to sue (the "Release") in form and content satisfactory to the Company. In the event the Release does not become effective within the fifty-five (55) day period following the date of the Executive's termination of employment, the Executive shall not be entitled to the aforesaid severance benefits.

g. Exclusive Remedy.

Except as otherwise expressly required by law (e.g., COBRA) or as specifically provided herein, all of the Executive's rights to salary, severance, benefits, bonuses and other amounts hereunder (if any) accruing after the termination of the Executive's employment shall cease upon such termination. In the event of the Executive's termination of employment with the Company, the Executive's sole remedy shall be to receive the payments and benefits described in this Section 7. In addition, the Executive acknowledges and agrees that he or she is not entitled to any reimbursement by the Company for any taxes payable by the Executive as a result of the payments and benefits received by the Executive pursuant to this Section 7, including, without limitation, any excise tax imposed by Section 4999 of the Code. Any payments made to the Executive under this Section 7 shall be inclusive of any amounts or benefits to which the Executive may be entitled pursuant to the Worker Adjustment and Retraining Notification Act, 29 U.S.C. Sections 2101 et seq., and the Department of Labor regulations thereunder, or any similar state statute. For the avoidance of doubt, following the Executive's termination of employment for any reason, the Company will have no further obligation to provide to the Executive the additional benefits described on Exhibit A attached hereto.

h. Return of the Company's Property.

In the event of the Executive's termination of employment for any reason, the Company shall have the right, at its option, to require the Executive to vacate his offices prior to or on the effective date of separation and to cease all activities on the Company's behalf. Upon the Executive's termination of employment in any manner, as a condition to the Executive's receipt of any severance benefits described in this Agreement, the Executive shall immediately surrender to the Company all lists, books and records of, or in connection with, the Company's business, and all other property belonging to the Company, it being distinctly understood that all such lists, books and records, and other documents, are the property of the Company. The Executive shall deliver to the Company a

signed statement certifying compliance with this Section 7(h) prior to the receipt of any severance benefits described in this Agreement.

i. Deemed Resignation.

Upon termination of the Executive's employment for any reason, the Executive shall be deemed to have resigned from all offices and directorships, if any, then held with the Company or any of its Affiliates, and, at the Company's request, the Executive shall execute such documents as are necessary or desirable to effectuate such resignations.

8. Insurance; Indemnification.

a. The Company shall have the right to take out life, health, accident, "key-man" or other insurance covering the Executive, in the name of the Company and at the Company's expense in any amount deemed appropriate by the Company. The Executive shall assist the Company in obtaining such insurance, including, without limitation, submitting to any required examinations and providing information and data required by insurance companies.

b. The Executive will be provided with indemnification against third party claims related to his or her work for the Company as required by Minnesota law. The Company shall provide the Executive with directors and officers liability insurance coverage at least as favorable as that which the Company may maintain from time to time for members of the Board and other executive officers.

c. Following a Change in Control and for a period of not less than three years after the effective date of the resignation or termination of the Executive, the Executive shall be entitled to indemnification and, to the extent available on commercially reasonable terms, insurance coverage therefor, with respect to the various liabilities as to which the Executive has been customarily indemnified prior to the Change in Control. In the event of any discrepancies between the provisions of this paragraph and the terms of any Company insurance policy covering executive or any indemnification contract by and between the Company and the Executive, such insurance policy or indemnification contract shall control.

9. Certain Definitions.

a. Affiliate.

For purposes of this Agreement, "Affiliate" shall mean a person or entity controlling, controlled by or under common control with the Company.

b. Change in Control.

For the purposes of this Agreement, a "Change in Control" shall have the meaning given to such term in the Company's 2015 Incentive Award Plan, as in effect on the date of this Agreement.

c. Cause.

For the purposes of this Agreement, "Cause" shall mean termination of the Executive by the Company for any of the following reasons:

- (i) the commission of a felony;
- (ii) the theft or embezzlement of property of the Company or the commission of any similar act involving moral turpitude;

(iii) the failure of the Executive to substantially perform his material duties and responsibilities under this Agreement for any reason other than the Executive's death or Disability, which failure if, in the opinion of the Company such failure is curable, is not cured within thirty (30) days after written notice of such failure from the Board specifying such failure;

(iv) the Executive's material violation of a significant Company policy, which violation the Executive fails to cure within thirty (30) days after written notice of such violation from the Company specifying such failure, or which violation the Company, in its opinion, deems noncurable, and which violation has a material adverse effect on the Company or its subsidiaries or Affiliates;

(v) the failure of the Executive to qualify (or having so qualified being thereafter disqualified) under any regulatory or licensing requirement of any jurisdiction or regulatory authority to which the Executive may be subject by reason of his position with the Company or its subsidiaries or Affiliates, unless waived by the Board or the Compensation Committee in its sole discretion; or

(vi) the revocation of any gaming license issued by any governmental entity to the Company, as a result of any act or omission by the Executive, which revocation has an adverse effect on the Company or its subsidiaries or Affiliates.

d. Constructive Termination.

(i) For the purposes of this Agreement, "Constructive Termination" shall mean:

(A) a material, adverse change of the Executive's responsibilities, authority, status, position, offices, titles, duties or reporting requirements;

(B) a reduction in the Executive's Base Salary or a material adverse change in the Executive's annual compensation or benefits;

(C) a requirement to relocate in excess of fifty (50) miles from the Executive's then current place of employment without the Executive's consent; or

(D) the breach by the Company of any material provision of this Agreement or failure to fulfill any other contractual duties owed to the Executive.

For the purposes of this definition, the Executive's responsibilities, authority, status, position, offices, titles, duties and reporting requirements are to be determined as of the date of this Agreement.

(ii) Notwithstanding the provisions of subsection (i) above, no termination by the Executive will constitute a Constructive Termination unless the Executive shall have provided written notice to the Company of his intention to so terminate this Agreement within ninety (90) days following the initial occurrence of the event or circumstances that the Executive believes to be the basis for the Constructive Termination, which notice sets forth in reasonable detail the conduct that the Executive believes to be the basis for the Constructive Termination, and the Company will thereafter have failed to correct such conduct (or commence action to correct such conduct and diligently pursue such correction to completion) within thirty (30) days following the Company's receipt of such notice. The Executive's resignation by reason of Constructive Termination must occur within six (6) months following the initial occurrence of the event or circumstances that the Executive believes to be the basis for the Constructive Termination.

e. Stock Awards.

For purposes of this Agreement, "Stock Awards" means all stock options, restricted stock and such other awards granted pursuant to the Company's stock option and equity incentive award plans or agreements and any shares of stock issued upon exercise thereof.

10. Confidentiality.

Except to the extent required by law, the Executive shall keep confidential and shall not, without the Company's prior, express written consent, disclose to any third party, other than as reasonably necessary or appropriate in connection with the Executive's performance of his duties under this Agreement or any employment agreement, if any, the Company's "Confidential Information." "Confidential Information" means any information that the Executive learns or develops during the course of employment that derives independent economic value from being not generally known or readily ascertainable by other persons who could obtain economic value from its disclosure or use, or any information that the Company reasonably believes to be Confidential Information. It includes, but is not limited to, trade secrets, customer lists, financial information, business plans and may relate to such matters as research and development, operations, site selection/analysis processes, management systems and techniques, costs modeling or sales and marketing. The provisions of this Section 10 shall remain in effect after the expiration or termination of this Agreement and the Executive's employment hereunder. Executive acknowledges that the Company has provided him with the following notice of immunity rights in compliance with the requirements of the Defend Trade Secrets Act: (i) he shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of Confidential Information that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, (ii) he shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of Confidential Information that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal and (iii) if he files a lawsuit for retaliation by the Company for reporting a suspected violation of law, he may disclose the Confidential Information to his attorney and use the Confidential Information in the court proceeding, if he files any document containing the Confidential Information under seal, and does not disclose the Confidential Information, except pursuant to court order.

11. Agreement Not to Compete.

a. The Executive acknowledges that he is a key executive employee of the Company and by virtue of his position has gained and will gain extensive knowledge of the business of the Company, and that the restrictive covenants contained herein (the "Restrictive Covenants") are necessary to protect the goodwill and other legitimate business interests of the Company, and further acknowledges that the Company would not have entered into this Agreement in the absence of the Restrictive Covenants. The Executive acknowledges and agrees that the Restrictive Covenants are reasonable in duration, geographical scope, and in all other respects, and do not, and will not, unduly impair the Executive's ability to earn a living while the Restrictive Covenants are in effect. The Restrictive Covenants shall survive the expiration or sooner termination of this Agreement.

b. The Executive covenants and agrees with the Company that from the Effective Date until the date which is two (2) years following the date of the Executive's termination of employment with the Company, whether such termination is voluntary or involuntary (the "Restricted Period"), the Executive will not, except when acting on behalf of the Company or any Affiliate, within any area in which the Company or any of its Affiliates are directly or indirectly conducting their business (the "Restricted Area"), engage in any of the following activities: (A) either directly or indirectly, solely or jointly with any person or persons, as an employee, consultant, or advisor (whether or not engaged in business for profit) or as an individual proprietor, owner, partner, stockholder, director, officer, joint venturer, investor or in any other capacity, compete with the Company; provided, however, the Executive may own up to five percent (5%) of the ownership interest of any publicly traded company which may be engaged in any gaming business; or (B) directly or indirectly recruit or hire or attempt to recruit or hire any person known by the Executive to be an employee or contractor of the Company or any Affiliate or assist any person or persons in recruiting or hiring or soliciting any person known by the Executive to be an employee or contractor of the Company or any Affiliate.

If the scope of the Executive's agreement under this Section 11 is determined by any court of competent jurisdiction to be too broad to permit the enforcement of all of the provisions of this Section 11 to their fullest extent, then the provisions of this Section 11 shall be construed (and each of the parties hereto hereby confirm its intent is that such provisions be so construed) to be enforceable to the fullest extent permitted by applicable law. To the maximum extent permitted by applicable law, the Executive hereby consents to the judicial modification of the

provisions of this Section 11 in any proceeding brought to enforce such provisions in such a manner that renders such provisions enforceable to the maximum extent permitted by applicable law.

c. The provisions of this Section 11 shall remain in full force and effect after the expiration or termination of this Agreement and the Executive's employment hereunder.

12. Acknowledgments: Irreparable Harm.

The Executive agrees that the restrictions on competition, solicitation and disclosure in this Agreement are fair, reasonable and necessary for the protection of the interests of the Company. The Executive further agrees that a breach of any of the covenants set forth in Sections 10 and 11 of this Agreement will result in irreparable injury and damage to the Company for which the Company would have no adequate remedy at law, and the Executive further agrees that in the event of a breach, the Company will be entitled to an immediate restraining order and injunction to prevent such violation or continued violation, without having to prove damages, in addition to any other remedies to which the Company may be entitled to at law or in equity.

13. Notification to Subsequent Employers.

The Executive grants the Company the right to notify any future employer or prospective employer of the Executive concerning the existence of and terms of this Agreement and grants the Company the right to provide a copy of this Agreement to any such subsequent employer or prospective employer.

14. Full Settlement.

The Company's obligations to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which the Company may have against the Executive or others. The Executive will not be obligated to seek other employment, and except as provided in Section 7(c)(iii) above, take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement.

15. Resolution of Disputes.

Any controversy, claim or dispute arising out of or relating to this Agreement or the breach of this Agreement shall be settled by arbitration before a single neutral arbitrator in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association (the "Rules"), and a judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The Rules may be found online at [www.adr.org](http://www.adr.org). The award rendered in any arbitration proceeding under this section will be final and binding. Any demand for arbitration must be made and filed within sixty (60) days of the date the requesting party knew or reasonably should have known of the event giving rise to the controversy or claim. Any claim or controversy not submitted to arbitration in accordance with this section will be considered waived, and therefore, no arbitration panel or court will have the power to rule or make any award on such claims or controversy. Any such arbitration will be conducted in the Las Vegas, Nevada metropolitan area. Both the Company and the Executive recognize that each would give up any right to a jury trial, but believe the benefits of arbitration significantly out-weigh any disadvantage. Both further believe arbitration is likely to be both less expensive and less time-consuming than litigation of any dispute there might be.

Each party shall pay the fees of its own attorneys, the expenses of its witnesses and all other expenses connected with presenting its case; however, Executive and the Company agree that, to the extent permitted by law, the arbitrator may, in his or her discretion, award reasonable attorneys' fees and expenses to the prevailing party. Other costs of the arbitration, including the cost of any record or transcripts of the arbitration, AAA's administrative fees, the fee of the arbitrator, and other similar fees and costs, shall be borne by the Company. This section is intended to be the exclusive method for resolving any and all claims by the parties against each other for payment of damages under this Agreement or relating to the Executive's employment; provided, however, that the Executive shall retain the right to file administrative charges with or seek relief through any government agency of competent



jurisdiction, and to participate in any government investigation, including but not limited to (a) claims for workers' compensation, state disability insurance or unemployment insurance; (b) claims for unpaid wages or waiting time penalties brought before an appropriate state authority; provided, however, that any appeal from an award or from denial of an award of wages and/or waiting time penalties shall be arbitrated pursuant to the terms of this Agreement; and (c) claims for administrative relief from the United States Equal Employment Opportunity Commission (or any similar state agency in any applicable jurisdiction); provided, further, that the Executive shall not be entitled to obtain any monetary relief through such agencies other than workers' compensation benefits or unemployment insurance benefits. This Agreement shall not limit either party's right to obtain any provisional remedy, including, without limitation, injunctive or similar relief, from any court of competent jurisdiction as may be necessary to protect their rights and interests pending the outcome of arbitration, including without limitation injunctive relief, in any court of competent jurisdiction. Seeking any such relief shall not be deemed to be a waiver of such party's right to compel arbitration.

If there shall be any dispute between the Company and the Executive (a) in the event of any termination of Executive's employment by the Company, whether such termination was with or without Cause, or (b) in the event of a Constructive Termination of employment by the Company, then, unless and until there is a final award by an arbitrator, to the extent permitted by applicable law, the Company shall pay, and provide all benefits to the Executive and/or the Executive's family or other beneficiaries, as the case may be, that the Company would be required to pay or provide pursuant to Section 7 hereof, as the case may be, as though such termination were by the Company without Cause or was a Constructive Termination by the Company; provided, however, that the Company shall not be required to pay any disputed amounts pursuant to this section except upon receipt of an undertaking by or on behalf of the Executive to repay all such amounts to which Executive is ultimately adjudged by such arbitrator not to be entitled.

16. Withholding.

The Company may withhold from any amounts payable under this Agreement the minimum Federal, state and local taxes as shall be required to be withheld pursuant to any applicable law, statute or regulation.

17. Successors and Assigns.

This Agreement is binding upon and shall inure to the benefit of all successors and assigns of the Company. This Agreement shall be binding upon and inure to the benefit of the Executive and his heirs and personal representatives. None of the rights of the Executive to receive any form of compensation payable pursuant to this Agreement shall be assignable or transferable except through a testamentary disposition or by the laws of descent and distribution upon the death of the Executive. The rights of the Company under this Agreement may, without the consent of the Executive, be assigned by the Company, in its sole and unfettered discretion, to any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly, acquires all or substantially all of the assets or business of the Company. The Company will require any successor (whether direct or indirect, by purchase, merger or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such agreement, prior to the effectiveness of any such succession shall be a material breach of this Agreement. As used in this Agreement, the "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law or otherwise.

18. Survival. The covenants, agreements, representations and warranties contained in or made in Sections 7 through 22 of this Agreement shall survive any termination of the Executive's employment.

19. Miscellaneous.

a. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada, without reference to principles of conflict of laws. Except as provided in Sections 12 and 15, any suit brought hereon shall be brought in the state or federal courts sitting in Las Vegas, Nevada, the parties hereto hereby waiving any claim or defense that such forum is not convenient or proper. Each party hereby agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Nevada law.

b. All notices and other communications under this Agreement shall be in writing and shall be given by hand to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

IF TO THE EMPLOYEE:

Blake L. Sartini II  
c/o Golden Entertainment, Inc.  
6595 S. Jones Boulevard  
Las Vegas, Nevada 89118

IF TO THE COMPANY:

Golden Entertainment, Inc.  
Attn: Chief Executive Officer  
6595 S. Jones Boulevard  
Las Vegas, Nevada 89118

or to such other address as either party furnishes to the other in writing in accordance with this Section 19(b). Notices and communications shall be effective when actually received by the addressee.

c. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable in part, the remaining portion of such provision, together with all other provisions of this Agreement, shall remain valid and enforceable and continue in full force and effect to the fullest extent consistent with the law.

d. Notwithstanding any other provision of this Agreement, the Company may withhold from amounts payable under this Agreement all federal, state, local and foreign taxes that are required to be withheld by applicable laws or regulations.

e. The Executive's or the Company's failure to insist upon strict compliance with any provision of, or to assert any right under, this Agreement shall not be deemed to be a waiver of such provision or right or of any other provision of or right under this Agreement.

f. This Agreement may be executed in several counterparts, each of which shall be deemed original, and said counterparts shall constitute but one and the same instrument.

g. The language in all parts of this Agreement shall in all cases be construed simply, according to its fair meaning, and not strictly for or against any of the parties hereto. Without limitation, there shall be no presumption against any party on the ground that such party was responsible for drafting this Agreement or any part thereof. Where the context so requires, the use of the masculine gender shall include the feminine and/or neuter genders and the singular shall include the plural, and vice versa, and the word "person" shall include any corporation, firm, partnership or other form of association. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

h. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

20. Entire Agreement.

This Agreement and the other documents referenced herein constitute the entire agreement between the parties, and supersede all prior agreements and understandings between the parties with respect to the subject matter hereof, including but not limited to the Prior Agreement or any other prior employment agreement or offer letter with the Company or any subsidiary or Affiliate. No modification, termination or attempted waiver of this Agreement shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.

21. Code Section 409A.

a. It is intended that the severance payments and benefits to be provided under this Agreement will be exempt from or comply with Section 409A of the Code and any ambiguities herein will be interpreted to ensure that such payments and benefits be so exempt or, if not so exempt, comply with Section 409A of the Code. To the extent applicable, this Agreement shall be interpreted in accordance with the applicable exemptions from, or in compliance with, Code Section 409A and Department of Treasury regulations and other interpretive guidance issued thereunder. Each series of installment payments made under this Agreement is hereby designated as a series of "separate payments" within the meaning of Section 409A of the Code. For purposes of this Agreement, all references to the Executive's "termination of employment" shall mean the Executive's "separation from service," as defined in Treasury Regulation Section 1.409A-1(h) ("Separation from Service").

b. If the Executive is a "specified employee" (as defined in Section 409A of the Code), as determined by the Company in accordance with Section 409A of the Code, on the date of the Executive's Separation from Service, to the extent that the payments or benefits under this Agreement are subject to Section 409A of the Code and the delayed payment or distribution of all or any portion of such amounts to which the Executive is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, then such portion deferred pursuant to this Section 21(b) shall be paid or distributed to the Executive in a lump sum on the earlier of (i) the date that is six (6)-months following the Executive's Separation from Service, (ii) the date of the Executive's death or (iii) the earliest date as is permitted under Section 409A of the Code. Any remaining payments due under the Agreement shall be paid as otherwise provided herein.

c. If the Executive and the Company determine that any payments or benefits payable under this Agreement intended to comply with Sections 409A(a)(2), (3) and (4) of the Code do not comply with Section 409A of the Code, Executive and the Company agree to amend this Agreement, or take such other actions as Executive and the Company deem reasonably necessary or appropriate, to comply with the requirements of Section 409A of the Code and the Treasury Regulations thereunder (and any applicable transition relief) while preserving the economic agreement of the parties. To the extent that any provision in this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner that no payments payable under this Agreement shall be subject to an "additional tax" as defined in Section 409A(a)(1)(B) of the Code.

d. Any reimbursement of expenses or in-kind benefits payable under this Agreement shall be made in accordance with Treasury Regulation Section 1.409A-3(i)(1)(iv) and shall be paid on or before the last day of the Executive's taxable year following the taxable year in which the Executive incurred the expenses. The amount of expenses reimbursed or in-kind benefits payable during any taxable year of the Executive shall not affect the amount eligible for reimbursement or in-kind benefits payable in any other taxable year of the Executive, and the Executive's right to reimbursement for such amounts shall not be subject to liquidation or exchange for any other benefit.

22. Clawbacks and Forfeitures.

This Agreement and all compensation paid or payable hereunder shall be subject in all respects to the applicable provisions of any claw-back policy or forfeiture policy implemented by the Company after the Effective

Date, including without limitation, any claw-back policy or forfeiture policy adopted to comply with the requirements of applicable law or the rules and regulations of any stock exchange applicable to the Company, including without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder, to the extent set forth in such claw-back policy or forfeiture policy.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Executive has hereunto set the Executive's hand and, pursuant to the due authorization of its Board, the Company has caused this Agreement to be executed in its name and on its behalf, all as of the day and year first written above.

**GOLDEN ENTERTAINMENT, INC.:**

**EXECUTIVE:**

By: /s/ Charles H. Protell  
Name: Charles H. Protell  
Its: President and Chief Financial Officer

By: /s/ Blake L. Sartini II  
Blake L. Sartini II

## **EXHIBIT A**

### **ADDITIONAL BENEFITS**

The Executive shall be entitled to receive the following additional benefits:

- Allowance for health insurance premiums for the Executive and his covered dependents and participation in the Company's supplemental health insurance program, in each case consistent with past practice.
- Allowance for the expenses incurred by the Executive in connection with his personal automobile, including lease payments, consistent with past practice.

**AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This Amended and Restated Employment Agreement (the "Agreement") is made and entered into as of this 20th day of March, 2024 (the "Effective Date"), by and between Stephen Arcana (the "Executive"), and Golden Entertainment, Inc., a Minnesota corporation, including its subsidiaries and Affiliates (as defined below) (collectively, the "Company").

**RECITALS**

WHEREAS, the Executive currently is employed at will by the Company.

WHEREAS, the Board of Directors of the Company (including any duly authorized Committee thereof, the "Board") has determined that it is in the best interests of the Company to continue to employ the Executive; and

WHEREAS, the Company and the Executive previously entered into an Employment Agreement made and entered into as of October 1, 2015, as amended by the First Amendment to Employment Agreement made and entered into as of February 9, 2016, as further amended by the Second Amendment to Employment Agreement made and entered into as of March 10, 2017, as further amended by the Third Amendment to Employment Agreement made and entered into as of March 14, 2018, as further amended by the Fourth Amendment to Employment Agreement made and entered into as of May 3, 2022 (together, the "Prior Agreement"), and the Company and the Executive wish to amend and restate such agreement in its entirety by entering into this Agreement to document the updated terms of the Executive's employment with the Company.

NOW, THEREFORE, in consideration of the mutual promises and covenants and the respective undertakings of the Company and the Executive set forth below the Company and Executive agree as follows:

**AGREEMENT**

1. Employment Term. The Company hereby employs the Executive, and the Executive accepts such employment and agrees to perform services for the Company, for the period commencing on the Effective Date and ending on the one year anniversary of the Effective Date (the "Term"), unless terminated earlier in accordance with Section 7, and upon the other terms and conditions set forth in this Agreement. The Executive's employment will terminate automatically upon the expiration of the Term, which termination will be considered a termination without Cause (as defined below) for purposes of this Agreement.

2. Base Salary. Effective as of the Effective Date, the Company shall pay the Executive an annual base salary in the amount of Five Hundred Eighty Thousand Dollars (\$580,000) or such amount as may from time-to-time be determined by the Company in its sole discretion ("Base Salary"). Such salary shall be paid in equal installments in the manner and at the times as other employees of the Company are paid.

3. Incentive Compensation. For 2024, the Executive shall participate in the Company's incentive compensation program from time-to-time established and approved by the Compensation Committee of the Company's Board of Directors, such participation to be on the same terms and conditions as from time-to-time apply to executive officers of the Company. For 2024, the Executive's target bonus under the Company's annual incentive compensation plan shall be ninety percent (90%) of the Executive's Base Salary. The Executive shall not be eligible for an annual bonus for 2025 unless otherwise specifically approved by the Company.

4. Benefits. The Company shall provide to the Executive such benefits as are provided by the Company to other executive officers of the Company. The Executive shall pay for the portion of the cost of such benefits as is from time-to-time established by the Company as the portion of such cost to be paid by executive officers of the Company. The Company shall have the right to amend or delete any such benefit plan or arrangement made available by the Company to its executive officers and not otherwise specifically provided for herein. The Executive shall be entitled to such periods of paid time off ("PTO") each year as provided from time to time under

the Company's PTO policy and as otherwise provided for executive officers. In addition, the Executive shall be entitled to receive the additional benefits described on Exhibit A attached hereto (the "Additional Benefits").

5. Costs and Expenses. The Company shall reimburse the Executive for reasonable out-of-pocket business expenses incurred in connection with the performance of his duties hereunder, subject to such policies as the Company may from time to time establish, and the Executive furnishing the Company with evidence in the form of receipts satisfactory to the Company substantiating the claimed expenditures.

6. Duties.

a. The Executive shall serve as Chief Development Officer of the Company and his duties shall include pursuing development opportunities, new taverns, restaurant concepts and uses for the Company's real estate portfolio, and such other duties commensurate with his employment position and status as the Chief Executive Officer of the Company (the "CEO") may from time to time reasonably assign. In the performance of such duties, the Executive shall report directly to the CEO and shall be subject to the direction of the CEO and to such limits upon the Executive's authority as the CEO may from time to time impose. In the event of the CEO's incapacity or unavailability, the Executive shall be subject to the direction of the Board. The Executive hereby consents to serve as an officer and/or director of the Company or any subsidiary or Affiliate thereof without any additional salary or compensation, if so requested by the CEO. The Executive shall be employed by the Company on a full time basis. The Executive will work from the Company's offices in Las Vegas, Nevada, or with the CEO's consent, at another location; provided, however, that the Company may from time to time require the Executive to travel in connection with the Company's business. The Executive shall be subject to and comply with the policies and procedures generally applicable to executive officers of the Company to the extent the same are not inconsistent with any term of this Agreement.

b. The Executive shall at all times faithfully, industriously and to the best of his ability, experience and talent perform to the satisfaction of the Board and the CEO all of the duties that may be assigned to the Executive hereunder.

7. Termination.

a. At-Will Employment; Termination. The Company and the Executive acknowledge that the Executive's employment is and shall continue to be at-will, as defined under applicable law, and that the Executive's employment with the Company may be terminated by either party at any time for any or no reason, with or without notice. If the Executive's employment terminates for any reason, the Executive shall not be entitled to any payments, benefits, damages, awards or compensation other than as provided in this Agreement.

b. Automatic Termination Due to Death or Disability.

(i) Termination Due to Disability. If the Executive suffers any "Disability" (as defined below) prior to the expiration of the Term, this Agreement and the Executive's employment hereunder will automatically terminate. "Disability" means the inability of the Executive to perform the essential functions of his position, with or without reasonable accommodation, because of physical or mental illness or incapacity, for a period of ninety (90) consecutive calendar days or for one hundred twenty (120) calendar days in any one hundred eighty (180) calendar day period. The existence of the Executive's Disability shall be determined by the Company on the advice of a physician chosen by the Company and reasonably acceptable to the Executive.

(ii) Termination Due to Death. This Agreement will automatically terminate on the date of the Executive's death prior to the expiration of the Term.

(iii) Accrued Obligations and Stock Award Acceleration and Extended Exercisability. In the event of the Executive's termination of employment prior to the expiration of the Term by reason of his Disability or death, the Company will have no further obligation to the Executive under this Agreement, except the Company shall pay to the Executive his fully earned but unpaid Base Salary, when due,



through the date of the Executive's termination at the rate then in effect, accrued and unused PTO, plus all other benefits, if any, under any Company group retirement plan, nonqualified deferred compensation plan, equity award plan or agreement, health benefits plan or other Company group benefit plan to which the Executive may be entitled pursuant to the terms of such plans or agreements at the time of the Executive's termination (the "Accrued Obligations"), and the vesting of any outstanding unvested portion of each of the Executive's Stock Awards shall be automatically accelerated on the date of termination (provided that the exercise of such Stock Awards shall be subject to the terms and conditions of the equity plan and any Stock Award agreement pursuant to which the Executive's Stock Awards were granted). In addition, such Stock Awards may be exercised by the Executive or the Executive's legal representative until the latest of (A) the date that is one (1) year after the date of the Executive's termination of employment or (B) such longer period as may be specified in the applicable Stock Award agreement; provided, however, that in no event shall any Stock Award remain exercisable beyond the original outside expiration date of such Stock Award.

c. Expiration of the Term, Termination Without Cause or Constructive Termination.

The provisions of this Section 7(c) shall apply following any termination of the Executive which is either (i) as a result of the expiration of the Term; (ii) without "Cause" (as defined below); or (iii) a "Constructive Termination" (as defined below). Notwithstanding anything to the contrary in this Section 7(c), and subject to Sections 7(f) and 21 and the Executive's continued compliance with Sections 10 and 11, in the event that the Executive's employment is terminated as a result of (i) the expiration of the Term; (ii) a termination without Cause prior to the expiration of the Term; or (iii) a Constructive Termination prior to the expiration of the Term:

(i) Accrued Obligations. The Company shall pay to the Executive the Accrued Obligations through the date of termination.

(ii) Severance Payment. The Executive shall be entitled to receive severance benefits equal to (A) the sum of (1) if such termination occurs prior to the first anniversary of the Effective Date, his Base Salary (at the rate in effect immediately preceding his termination of employment) pro-rated and payable for the period from the termination date through the first anniversary of the Effective Date, if any, plus (2) the value of the Additional Benefits that he would be entitled to receive during the period from the termination date through the first anniversary of the Effective Date, if any, payable in a lump sum on the sixtieth (60<sup>th</sup>) day after the date of Executive's termination of employment, plus (B) to the extent unpaid at the time of termination, an amount equal to his annual bonus for the 2024 fiscal year, calculated based on actual performance and paid at the time that annual bonuses are paid to active employees of the Company generally, but in no event later than March 15, 2025. For the avoidance of doubt, the Executive shall not be entitled to receive any payment under clause (A)(1) above if such termination occurs at or after the first anniversary of the Effective Date. To the extent there is no performance bonus awarded at the end of the term, the CEO and the Compensation Committee may approve a discretionary bonus to the Executive

(iii) Benefits. For the period commencing on the date of the Executive's termination of employment and continuing for a period of eighteen (18) months thereafter (or, if earlier, (A) the date on which the applicable continuation period under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") expires or (B) the date the Executive becomes eligible to receive the equivalent or increased healthcare coverage by means of subsequent employment or self-employment) (such period, the "COBRA Coverage Period"), if the Executive and/or his eligible dependents who were covered under the Company's health insurance plans as of the date of the Executive's termination of employment elect to have COBRA coverage and are eligible for such coverage, the Company shall pay for or reimburse the Executive on a monthly basis for an amount equal to (1) the monthly premium the Executive and/or his covered dependents, as applicable, are required to pay for continuation coverage pursuant to COBRA for the Executive and/or his eligible dependents, as applicable, who were covered under the Company's health plans as of the date of the Executive's termination of employment (calculated by reference to the premium as of the date of the Executive's termination of employment) less (2) the amount the Executive would have had to pay to receive group health coverage for the Executive and/or his or her covered dependents, as applicable, based on the cost sharing levels in effect on the date of the Executive's termination of employment (the "Monthly Premium Amount"). If any of the Company's health benefits are self-funded as of the

date of the Executive's termination of employment, or if the Company cannot provide the foregoing benefits in a manner that is exempt from Section 409A (as defined below) or that is otherwise compliant with applicable law (including, without limitation, Section 2716 of the Public Health Service Act), instead of providing the payments or reimbursements as set forth above, the Company shall instead pay to the Executive the foregoing monthly amount as a taxable monthly payment for the COBRA Coverage Period (or any remaining portion thereof). The Executive shall be solely responsible for all matters relating to continuation of coverage pursuant to COBRA, including, without limitation, the election of such coverage and the timely payment of premiums. The Executive shall notify the Company immediately if the Executive becomes eligible to receive the equivalent or increased healthcare coverage by means of subsequent employment or self-employment. In addition, the Company shall pay to the Executive an amount equal to (x) the Monthly Premium Amount (as in effect on the date of termination), multiplied by (y) six (6), in a lump sum on the sixtieth (60th) day after the date of Executive's termination of employment.

(iv) Stock Award Acceleration and Extended Exercisability. The vesting of any outstanding unvested portion of each of the Executive's Stock Awards shall be automatically accelerated on the date of termination (provided that the exercise of such Stock Awards shall be subject to the terms and conditions of the equity plan and any Stock Award agreement pursuant to which the Executive's Stock Awards were granted). In addition, such Stock Awards may be exercised by the Executive or the Executive's legal representative until the latest of (A) the date that is one (1) year after the date of the Executive's termination of employment or (B) such longer period as may be specified in the applicable Stock Award agreement; provided, however, that in no event shall any Stock Award remain exercisable beyond the original outside expiration date of such Stock Award.

(v) Conversion of Insurance Policies. In addition, the Company shall also use its best efforts to convert any then-existing life insurance and accidental death and disability insurance policies to individual policies in the name of the Executive.

d. Termination by the Executive.

The Executive may terminate this Agreement and his employment hereunder at any time prior to the expiration of the Term by providing the Company written notice of his intent to terminate at least sixty (60) days prior to the effective date of his termination. During this sixty (60) day period, the Executive must execute his duties and responsibilities in accordance with the terms of this Agreement. The Company acknowledges that (i) the Executive currently has a valid basis to terminate his employment in a Constructive Termination and (ii) the Executive may exercise his right to resign by reason of Constructive Termination at any time during the Term.

e. Termination by the Company for Cause.

The Company will have the right to immediately terminate this Agreement and the Executive's employment hereunder for "Cause" (as defined below) at any time prior to the expiration of the Term. In the event of such termination for Cause, the Executive will only be entitled to receive the Accrued Obligations through the date of termination.

f. Waiver of Claims.

The Company's obligations to provide severance benefits in Section 7(c) above are conditioned on the Executive signing and not revoking a general release of legal claims and covenant not to sue (the "Release") in form and content satisfactory to the Company. In the event the Release does not become effective within the fifty-five (55) day period following the date of the Executive's termination of employment, the Executive shall not be entitled to the aforesaid severance benefits.

g. Exclusive Remedy.

Except as otherwise expressly required by law (e.g., COBRA) or as specifically provided herein, all of the Executive's rights to salary, severance, benefits, bonuses and other amounts hereunder (if any) accruing after the termination of the Executive's employment shall cease upon such termination. In the event of the Executive's

termination of employment with the Company, the Executive's sole remedy shall be to receive the payments and benefits described in this Section 7. In addition, the Executive acknowledges and agrees that he or she is not entitled to any reimbursement by the Company for any taxes payable by the Executive as a result of the payments and benefits received by the Executive pursuant to this Section 7, including, without limitation, any excise tax imposed by Section 4999 of the Code. Any payments made to the Executive under this Section 7 shall be inclusive of any amounts or benefits to which the Executive may be entitled pursuant to the Worker Adjustment and Retraining Notification Act, 29 U.S.C. Sections 2101 et seq., and the Department of Labor regulations thereunder, or any similar state statute. For the avoidance of doubt, following the Executive's termination of employment for any reason, the Company will have no further obligation to provide to the Executive the additional benefits described on Exhibit A attached hereto.

h. Return of the Company's Property.

In the event of the Executive's termination of employment for any reason, the Company shall have the right, at its option, to require the Executive to vacate the Company's offices prior to or on the effective date of separation and to cease all activities on the Company's behalf. Upon the Executive's termination of employment in any manner, as a condition to the Executive's receipt of any severance benefits described in this Agreement, the Executive shall immediately surrender to the Company all lists, books and records of, or in connection with, the Company's business, and all other property belonging to the Company, it being distinctly understood that all such lists, books and records, and other documents, are the property of the Company. The Executive shall deliver to the Company a signed statement certifying compliance with this Section 7(h) prior to the receipt of any severance benefits described in this Agreement.

i. Deemed Resignation.

Upon termination of the Executive's employment for any reason, the Executive shall be deemed to have resigned from all offices and directorships, if any, then held with the Company or any of its Affiliates, and, at the Company's request, the Executive shall execute such documents as are necessary or desirable to effectuate such resignations.

8. Insurance; Indemnification.

a. The Company shall have the right to take out life, health, accident, "key-man" or other insurance covering the Executive, in the name of the Company and at the Company's expense in any amount deemed appropriate by the Company. The Executive shall assist the Company in obtaining such insurance, including, without limitation, submitting to any required examinations and providing information and data required by insurance companies.

b. The Executive will be provided with indemnification against third party claims related to his or her work for the Company as required by Minnesota law. The Company shall provide the Executive with directors and officers liability insurance coverage at least as favorable as that which the Company may maintain from time to time for members of the Board and other executive officers.

c. Following a Change in Control and for a period of not less than three years after the effective date of the resignation or termination of the Executive, the Executive shall be entitled to indemnification and, to the extent available on commercially reasonable terms, insurance coverage therefor, with respect to the various liabilities as to which the Executive has been customarily indemnified prior to the Change in Control. In the event of any discrepancies between the provisions of this paragraph and the terms of any Company insurance policy covering executive or any indemnification contract by and between the Company and the Executive, such insurance policy or indemnification contract shall control.

9. Certain Definitions.

a. Affiliate.

For purposes of this Agreement, "Affiliate" shall mean a person or entity controlling, controlled by or under common control with the Company.

b. Change in Control.

For the purposes of this Agreement, a "Change in Control" shall have the meaning given to such term in the Company's 2015 Incentive Award Plan, as in effect on the date of this Agreement.

c. Cause.

For the purposes of this Agreement, "Cause" shall mean termination of the Executive by the Company for any of the following reasons:

(i) the commission of a felony;

(ii) the theft or embezzlement of property of the Company or the commission of any similar act involving moral turpitude;

(iii) the failure of the Executive to substantially perform his material duties and responsibilities under this Agreement for any reason other than the Executive's death or Disability, which failure if, in the opinion of the Company such failure is curable, is not cured within thirty (30) days after written notice of such failure from the Board specifying such failure;

(iv) the Executive's material violation of a significant Company policy, which violation the Executive fails to cure within thirty (30) days after written notice of such violation from the Company specifying such failure, or which violation the Company, in its opinion, deems noncurable, and which violation has a material adverse effect on the Company or its subsidiaries or Affiliates;

(v) the failure of the Executive to qualify (or having so qualified being thereafter disqualified) under any regulatory or licensing requirement of any jurisdiction or regulatory authority to which the Executive may be subject by reason of his position with the Company or its subsidiaries or Affiliates, unless waived by the Board or the Compensation Committee in its sole discretion; or

(vi) the revocation of any gaming license issued by any governmental entity to the Company, as a result of any act or omission by the Executive, which revocation has an adverse effect on the Company or its subsidiaries or Affiliates.

d. Constructive Termination.

(i) For the purposes of this Agreement, "Constructive Termination" shall mean:

(A) a material, adverse change of the Executive's responsibilities, authority, status, position, offices, titles, duties or reporting requirements (including directorships);

(B) a reduction in the Executive's Base Salary or a material adverse change in the Executive's annual compensation or benefits;

(C) a requirement to relocate in excess of fifty (50) miles from the Executive's then current place of employment without the Executive's consent; or

(D) the breach by the Company of any material provision of this Agreement or failure to fulfill any other contractual duties owed to the Executive.

For the purposes of this definition, the Executive's responsibilities, authority, status, position, offices, titles, duties and reporting requirements are to be determined as of the date of this Agreement.

(ii) The Company acknowledges that, as of the Effective Date, the Executive will have a valid basis for a resignation for Constructive Termination as a result of the change in his title pursuant to this Agreement, that the Company does not intend to cure or correct such change, and the Company agrees that the Executive may resign by reason of Constructive Termination at any time during the Term by providing the Company with sixty (60) days' notice of his intent to do so.

e. Stock Awards.

For purposes of this Agreement, "Stock Awards" means all stock options, restricted stock and such other awards granted pursuant to the Company's stock option and equity incentive award plans or agreements and any shares of stock issued upon exercise thereof.

10. Confidentiality.

Except to the extent required by law, the Executive shall keep confidential and shall not, without the Company's prior, express written consent, disclose to any third party, other than as reasonably necessary or appropriate in connection with the Executive's performance of his duties under this Agreement or any employment agreement, if any, the Company's "Confidential Information." "Confidential Information" means any information that the Executive learns or develops during the course of employment that derives independent economic value from being not generally known or readily ascertainable by other persons who could obtain economic value from its disclosure or use, or any information that the Company reasonably believes to be Confidential Information. It includes, but is not limited to, trade secrets, customer lists, financial information, business plans and may relate to such matters as research and development, operations, site selection/analysis processes, management systems and techniques, costs modeling or sales and marketing. The provisions of this Section 10 shall remain in effect after the expiration or termination of this Agreement and the Executive's employment hereunder. Executive acknowledges that the Company has provided him with the following notice of immunity rights in compliance with the requirements of the Defend Trade Secrets Act: (i) he shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of Confidential Information that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, (ii) he shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of Confidential Information that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal and (iii) if he files a lawsuit for retaliation by the Company for reporting a suspected violation of law, he may disclose the Confidential Information to his attorney and use the Confidential Information in the court proceeding, if he files any document containing the Confidential Information under seal, and does not disclose the Confidential Information, except pursuant to court order.

11. Agreement Not to Compete.

a. The Executive acknowledges that he is a key executive employee of the Company and by virtue of his position has gained and will gain extensive knowledge of the business of the Company, and that the restrictive covenants contained herein (the "Restrictive Covenants") are necessary to protect the goodwill and other legitimate business interests of the Company, and further acknowledges that the Company would not have entered into this Agreement in the absence of the Restrictive Covenants. The Executive acknowledges and agrees that the Restrictive Covenants are reasonable in duration, geographical scope, and in all other respects, and do not, and will not, unduly impair the Executive's ability to earn a living while the Restrictive Covenants are in effect. The Restrictive Covenants shall survive the expiration or sooner termination of this Agreement.

b. The Executive covenants and agrees with the Company that from the Effective Date until

the date which is two (2) years following the date of the Executive's termination of employment with the Company, whether such termination is voluntary or involuntary (the "Restricted Period"), the Executive will not, except when acting on behalf of the Company or any Affiliate, within any area in which the Company or any of its Affiliates are directly or indirectly conducting their business (the "Restricted Area"), engage in any of the following activities: (A) either directly or indirectly, solely or jointly with any person or persons, as an employee, consultant, or advisor (whether or not engaged in business for profit) or as an individual proprietor, owner, partner, stockholder, director, officer, joint venturer, investor or in any other capacity, compete with the Company; provided, however, the Executive may own up to five percent (5%) of the ownership interest of any publicly traded company which may be engaged in any gaming business; or (B) directly or indirectly recruit or hire or attempt to recruit or hire any person known by the Executive to be an employee or contractor of the Company or any Affiliate or assist any person or persons in recruiting or hiring or soliciting any person known by the Executive to be an employee or contractor of the Company or any Affiliate.

If the scope of the Executive's agreement under this Section 11 is determined by any court of competent jurisdiction to be too broad to permit the enforcement of all of the provisions of this Section 11 to their fullest extent, then the provisions of this Section 11 shall be construed (and each of the parties hereto hereby confirm its intent is that such provisions be so construed) to be enforceable to the fullest extent permitted by applicable law. To the maximum extent permitted by applicable law, the Executive hereby consents to the judicial modification of the provisions of this Section 11 in any proceeding brought to enforce such provisions in such a manner that renders such provisions enforceable to the maximum extent permitted by applicable law.

c. The provisions of this Section 11 shall remain in full force and effect after the expiration or termination of this Agreement and the Executive's employment hereunder.

12. Acknowledgments; Irreparable Harm.

The Executive agrees that the restrictions on competition, solicitation and disclosure in this Agreement are fair, reasonable and necessary for the protection of the interests of the Company. The Executive further agrees that a breach of any of the covenants set forth in Sections 10 and 11 of this Agreement will result in irreparable injury and damage to the Company for which the Company would have no adequate remedy at law, and the Executive further agrees that in the event of a breach, the Company will be entitled to an immediate restraining order and injunction to prevent such violation or continued violation, without having to prove damages, in addition to any other remedies to which the Company may be entitled to at law or in equity.

13. Notification to Subsequent Employers.

The Executive grants the Company the right to notify any future employer or prospective employer of the Executive concerning the existence of and terms of this Agreement and grants the Company the right to provide a copy of this Agreement to any such subsequent employer or prospective employer.

14. Full Settlement.

The Company's obligations to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which the Company may have against the Executive or others. The Executive will not be obligated to seek other employment, and except as provided in Section 7(c)(iii) above, take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement.

15. Resolution of Disputes.

Any controversy, claim or dispute arising out of or relating to this Agreement or the breach of this Agreement shall be settled by arbitration before a single neutral arbitrator in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association (the "Rules"), and a judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The Rules may be

found online at [www.adr.org](http://www.adr.org). The award rendered in any arbitration proceeding under this section will be final and binding. Any demand for arbitration must be made and filed within sixty (60) days of the date the requesting party knew or reasonably should have known of the event giving rise to the controversy or claim. Any claim or controversy not submitted to arbitration in accordance with this section will be considered waived, and therefore, no arbitration panel or court will have the power to rule or make any award on such claims or controversy. Any such arbitration will be conducted in the Las Vegas, Nevada metropolitan area. Both the Company and the Executive recognize that each would give up any right to a jury trial, but believe the benefits of arbitration significantly out-weigh any disadvantage. Both further believe arbitration is likely to be both less expensive and less time-consuming than litigation of any dispute there might be.

Each party shall pay the fees of its own attorneys, the expenses of its witnesses and all other expenses connected with presenting its case; however, Executive and the Company agree that, to the extent permitted by law, the arbitrator may, in his or her discretion, award reasonable attorneys' fees and expenses to the prevailing party. Other costs of the arbitration, including the cost of any record or transcripts of the arbitration, AAA's administrative fees, the fee of the arbitrator, and other similar fees and costs, shall be borne by the Company. This section is intended to be the exclusive method for resolving any and all claims by the parties against each other for payment of damages under this Agreement or relating to the Executive's employment; provided, however, that the Executive shall retain the right to file administrative charges with or seek relief through any government agency of competent jurisdiction, and to participate in any government investigation, including but not limited to (a) claims for workers' compensation, state disability insurance or unemployment insurance; (b) claims for unpaid wages or waiting time penalties brought before an appropriate state authority; provided, however, that any appeal from an award or from denial of an award of wages and/or waiting time penalties shall be arbitrated pursuant to the terms of this Agreement; and (c) claims for administrative relief from the United States Equal Employment Opportunity Commission (or any similar state agency in any applicable jurisdiction); provided, further, that the Executive shall not be entitled to obtain any monetary relief through such agencies other than workers' compensation benefits or unemployment insurance benefits. This Agreement shall not limit either party's right to obtain any provisional remedy, including, without limitation, injunctive or similar relief, from any court of competent jurisdiction as may be necessary to protect their rights and interests pending the outcome of arbitration, including without limitation injunctive relief, in any court of competent jurisdiction. Seeking any such relief shall not be deemed to be a waiver of such party's right to compel arbitration.

If there shall be any dispute between the Company and the Executive (a) in the event of any termination of Executive's employment by the Company, whether such termination was with or without Cause, or (b) in the event of a Constructive Termination of employment by the Company, then, unless and until there is a final award by an arbitrator, to the extent permitted by applicable law, the Company shall pay, and provide all benefits to the Executive and/or the Executive's family or other beneficiaries, as the case may be, that the Company would be required to pay or provide pursuant to Section 7 hereof, as the case may be, as though such termination were by the Company without Cause or was a Constructive Termination by the Company; provided, however, that the Company shall not be required to pay any disputed amounts pursuant to this section except upon receipt of an undertaking by or on behalf of the Executive to repay all such amounts to which Executive is ultimately adjudged by such arbitrator not to be entitled.

16. Withholding.

The Company may withhold from any amounts payable under this Agreement the minimum Federal, state and local taxes as shall be required to be withheld pursuant to any applicable law, statute or regulation.

17. Successors and Assigns.

This Agreement is binding upon and shall inure to the benefit of all successors and assigns of the Company. This Agreement shall be binding upon and inure to the benefit of the Executive and his heirs and personal representatives. None of the rights of the Executive to receive any form of compensation payable pursuant to this Agreement shall be assignable or transferable except through a testamentary disposition or by the laws of descent and distribution upon the death of the Executive. The rights of the Company under this Agreement may, without the

consent of the Executive, be assigned by the Company, in its sole and unfettered discretion, to any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly, acquires all or substantially all of the assets or business of the Company. The Company will require any successor (whether direct or indirect, by purchase, merger or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such agreement, prior to the effectiveness of any such succession shall be a material breach of this Agreement. As used in this Agreement, the "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law or otherwise.

18. Survival. The covenants, agreements, representations and warranties contained in or made in Sections 7 through 22 of this Agreement shall survive any termination of the Executive's employment.

19. Miscellaneous.

a. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada, without reference to principles of conflict of laws. Except as provided in Sections 12 and 15, any suit brought hereon shall be brought in the state or federal courts sitting in Las Vegas, Nevada, the parties hereto hereby waiving any claim or defense that such forum is not convenient or proper. Each party hereby agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Nevada law.

b. All notices and other communications under this Agreement shall be in writing and shall be given by hand to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

IF TO THE EXECUTIVE:

Stephen Arcana  
c/o Golden Entertainment, Inc.  
6595 S. Jones Boulevard  
Las Vegas, Nevada 89118

IF TO THE COMPANY:

Golden Entertainment, Inc.  
Attn: Chief Executive Officer  
6595 S. Jones Boulevard  
Las Vegas, Nevada 89118

or to such other address as either party furnishes to the other in writing in accordance with this Section 19(b). Notices and communications shall be effective when actually received by the addressee.

c. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable in part, the remaining portion of such provision, together with all other provisions of this Agreement, shall remain valid and enforceable and continue in full force and effect to the fullest extent consistent with the law.

d. Notwithstanding any other provision of this Agreement, the Company may withhold from amounts payable under this Agreement all federal, state, local and foreign taxes that are required to be withheld by applicable laws or regulations.



e. The Executive's or the Company's failure to insist upon strict compliance with any provision of, or to assert any right under, this Agreement shall not be deemed to be a waiver of such provision or right or of any other provision of or right under this Agreement.

f. This Agreement may be executed in several counterparts, each of which shall be deemed original, and said counterparts shall constitute but one and the same instrument.

g. The language in all parts of this Agreement shall in all cases be construed simply, according to its fair meaning, and not strictly for or against any of the parties hereto. Without limitation, there shall be no presumption against any party on the ground that such party was responsible for drafting this Agreement or any part thereof. Where the context so requires, the use of the masculine gender shall include the feminine and/or neuter genders and the singular shall include the plural, and vice versa, and the word "person" shall include any corporation, firm, partnership or other form of association. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

h. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

20. Entire Agreement.

This Agreement and the other documents referenced herein constitute the entire agreement between the parties, and supersede all prior agreements and understandings between the parties with respect to the subject matter hereof, including but not limited to the Prior Agreement and any other prior employment agreement or offer letter with the Company or any subsidiary or Affiliate. No modification, termination or attempted waiver of this Agreement shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.

21. Code Section 409A.

a. It is intended that the severance payments and benefits to be provided under this Agreement will be exempt from or comply with Section 409A of the Code and any ambiguities herein will be interpreted to ensure that such payments and benefits be so exempt or, if not so exempt, comply with Section 409A of the Code. To the extent applicable, this Agreement shall be interpreted in accordance with the applicable exemptions from, or in compliance with, Code Section 409A and Department of Treasury regulations and other interpretive guidance issued thereunder. Each series of installment payments made under this Agreement is hereby designated as a series of "separate payments" within the meaning of Section 409A of the Code. For purposes of this Agreement, all references to the Executive's "termination of employment" shall mean the Executive's "separation from service," as defined in Treasury Regulation Section 1.409A-1(h) ("Separation from Service").

b. If the Executive is a "specified employee" (as defined in Section 409A of the Code), as determined by the Company in accordance with Section 409A of the Code, on the date of the Executive's Separation from Service, to the extent that the payments or benefits under this Agreement are subject to Section 409A of the Code and the delayed payment or distribution of all or any portion of such amounts to which the Executive is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, then such portion deferred pursuant to this Section 21(b) shall be paid or distributed to the Executive in a lump sum on the earlier of (i) the date that is six (6)-months following the Executive's Separation from Service, (ii) the date of the Executive's death or (iii) the earliest date as is permitted under Section 409A of the Code. Any remaining payments due under the Agreement shall be paid as otherwise provided herein.

c. If the Executive and the Company determine that any payments or benefits payable under this Agreement intended to comply with Sections 409A(a)(2), (3) and (4) of the Code do not comply with Section 409A of the Code, Executive and the Company agree to amend this Agreement, or take such other actions as Executive and the Company deem reasonably necessary or appropriate, to comply with the requirements of Section 409A of the Code and the Treasury Regulations thereunder (and any applicable transition relief) while preserving the economic agreement of the parties. To the extent that any provision in this Agreement is ambiguous as to its

compliance with Section 409A of the Code, the provision shall be read in such a manner that no payments payable under this Agreement shall be subject to an "additional tax" as defined in Section 409A(a)(1)(B) of the Code.

d. Any reimbursement of expenses or in-kind benefits payable under this Agreement shall be made in accordance with Treasury Regulation Section 1.409A-3(i)(1)(iv) and shall be paid on or before the last day of the Executive's taxable year following the taxable year in which the Executive incurred the expenses. The amount of expenses reimbursed or in-kind benefits payable during any taxable year of the Executive shall not affect the amount eligible for reimbursement or in-kind benefits payable in any other taxable year of the Executive, and the Executive's right to reimbursement for such amounts shall not be subject to liquidation or exchange for any other benefit.

22. Clawbacks and Forfeitures.

This Agreement and all compensation paid or payable hereunder shall be subject in all respects to the applicable provisions of any claw-back policy or forfeiture policy implemented by the Company after the Effective Date, including without limitation, any claw-back policy or forfeiture policy adopted to comply with the requirements of applicable law or the rules and regulations of any stock exchange applicable to the Company, including without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder, to the extent set forth in such claw-back policy or forfeiture policy.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Executive has hereunto set the Executive's hand and, pursuant to the due authorization of its Board, the Company has caused this Agreement to be executed in its name and on its behalf, all as of the day and year first written above.

**GOLDEN ENTERTAINMENT, INC.:**

By: /s/ Charles H. Protell  
Name: Charles H. Protell  
Its: President and Chief Financial Officer

**EXECUTIVE:**

By: /s/ Stephen A. Arcana  
Stephen A. Arcana

## **EXHIBIT A**

### **ADDITIONAL BENEFITS**

The Executive shall be entitled to receive the following additional benefits:

- Allowance for health insurance premiums for the Executive and his covered dependents and participation in the Company's supplemental health insurance program, in each case consistent with past practice.
- Reimbursement by the Company of Executive's country club dues consistent with past practice.
- Reimbursement by the Company of the expenses incurred by the Executive in connection with his personal automobile, including lease payments, consistent with past practice.

**CERTIFICATION OF  
CHIEF EXECUTIVE OFFICER  
PURSUANT TO SECTION 302 OF THE  
SARBANES-OXLEY ACT OF  
2002**

I, Blake L. Sartini, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Golden Entertainment, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant, and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: May 9, 2024

/s/ Blake L. Sartini

Blake L. Sartini

Chairman of the Board and Chief Executive Officer

**CERTIFICATION OF  
CHIEF FINANCIAL OFFICER  
PURSUANT TO SECTION 302 OF THE  
SARBANES-OXLEY ACT OF  
2002**

I, Charles H. Protell, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Golden Entertainment, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant, and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: May 9, 2024

/s/ Charles H. Protell

Charles H. Protell

President and Chief Financial Officer

**CERTIFICATIONS OF  
CHIEF EXECUTIVE OFFICER AND  
CHIEF FINANCIAL OFFICER PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY  
ACT OF 2002**

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Golden Entertainment, Inc. (the "Company") hereby certifies, to such officer's knowledge, that:

1. The Quarterly Report on Form 10-Q of the Company for the quarterly period ended March 31, 2024 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 9, 2024

/s/ Blake L. Sartini

Blake L. Sartini

Chairman of the Board and Chief Executive Officer

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Golden Entertainment, Inc. (the "Company") hereby certifies, to such officer's knowledge, that:

1. The Quarterly Report on Form 10-Q of the Company for the quarterly period ended March 31, 2024 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 9, 2024

/s/ Charles H. Protell

Charles H. Protell

President and Chief Financial Officer

*The foregoing certifications are being furnished solely to accompany the Report pursuant to 18 U.S.C. § 1350, and will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section. The foregoing certifications are not to be incorporated by reference into any filing of Golden Entertainment, Inc., whether made before or after the date hereof, regardless of any general incorporation language in such filing.*