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

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**FORM 8-K**

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**CURRENT REPORT**  
**Pursuant to Section 13 or 15(d)**  
**of the Securities Exchange Act of 1934**

**April 16, 2018**  
**Date of Report (Date of earliest event reported)**

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**Caesars Entertainment Corporation**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State of  
Incorporation)

**001-10410**  
(Commission  
File Number)

**62-1411755**  
(IRS Employer  
Identification Number)

**One Caesars Palace Drive**  
**Las Vegas, Nevada 89109**  
(Address of principal executive offices) (Zip Code)

**(702) 407-6000**  
(Registrant's telephone number, including area code)

**N/A**  
(Former Name or Former Address, if Changed Since Last Report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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.

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**Item 1.01 Entry into Material Definitive Agreement.**

On April 16, 2018, CEOC, LLC (“CEOC”), a subsidiary of Caesars Entertainment Corporation (“CEC”), entered into an Amendment No. 1 (the “Amendment”), by and among CEOC, the lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as administrative agent (the “Administrative Agent”) and as collateral agent. The Amendment amends the Credit Agreement, dated as of October 6, 2017, among Caesars Entertainment Operating Company, Inc., CEOC, the lenders party thereto and the Administrative Agent (as amended, the “Credit Agreement”).

Among other things, the Amendment reduces the interest rate margins applicable to CEOC’s existing approximately \$1.50 billion term loan facility to, at CEOC’s option, the Adjusted Eurocurrency Rate (as defined in the Credit Agreement) plus 2.00% in the case of Eurocurrency Loans (as defined in the Credit Agreement) or the ABR (as defined in the Credit Agreement) plus 1.00% in the case of ABR Loans (as defined in the Credit Agreement).

The representations, warranties and covenants contained in the Amendment were made only for purposes of the Amendment and as of the specific date (or dates) set forth therein, were solely for the benefit of the parties to the Amendment and are subject to certain limitations as agreed upon by the contracting parties. In addition, the representations, warranties and covenants contained in the Amendment may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Investors are not third-party beneficiaries of the Amendment and should not rely on the representations, warranties and covenants contained therein, or any descriptions thereof, as characterizations of the actual state of facts or conditions of CEOC. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Amendment, which subsequent developments may not be reflected in CEC’s public disclosure.

The description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, which is filed as Exhibit 10.1 hereto, and is incorporated herein by reference.

**Forward-Looking Statements**

This filing includes “forward-looking statements” intended to qualify for the safe harbor from liability established by the Private Securities Litigation Reform Act of 1995. You can identify these statements by the fact that they do not relate strictly to historical or current facts and by the use of words such as “may” or the negative or other variations thereof or comparable terminology. These forward-looking statements are based on current expectations and projections about future events.

You are cautioned that forward-looking statements are not guarantees of future performance or results and involve risks and uncertainties that cannot be predicted or quantified and, consequently, the actual performance and results of CEC may differ materially from those expressed or implied by such forward-looking statements. Such risks and uncertainties include, but are not limited to, CEOC’s ability to meet a number of financial ratios and covenants in the Credit Agreement as amended by the Amendment, and may include other factors described from time to time in our reports filed with the Securities and Exchange Commission.

You are cautioned to not place undue reliance on these forward-looking statements, which speak only as of the date of this filing. CEC undertakes no obligation to publicly update or release any revisions to these forward-looking statements to reflect events or circumstances after the date of this filing or to reflect the occurrence of unanticipated events, except as required by law.

**Item 8.01 Other Events.**

On April 16, 2018, CEC issued a press release announcing the repricing of CEOC’s existing term loan facility pursuant to the Amendment. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated into this report by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits. The following exhibit is being filed herewith:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 1, dated April 16, 2018, among CEOC, LLC, the lenders named therein and Credit Suisse AG, Cayman Islands Branch, as administrative agent and as collateral agent.
99.1	Press Release.

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**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#"><u>Amendment No. 1, dated April 16, 2018, among CEOC, LLC, the lenders named therein and Credit Suisse AG, Cayman Islands Branch, as administrative agent and as collateral agent.</u></a>
99.1	<a href="#"><u>Press Release.</u></a>

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CAESARS ENTERTAINMENT CORPORATION

Date: April 16, 2018

By: /s/ RENEE E. BECKER

Name: Renee E. Becker

Title: Chief Counsel - Corporate & Securities, Assistant Secretary

## AMENDMENT NO. 1

AMENDMENT NO. 1 (this “**Agreement**”) dated as of April 16, 2018 relating to the Credit Agreement dated as of October 6, 2017 (as amended, restated, supplemented, waived or otherwise modified from time to time prior to the date hereof, the “**Credit Agreement**”) among (a) CEOC, LLC (the “**Borrower**”), (b) the LENDERS party thereto from time to time and (c) CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as administrative agent (together with its successors and assigns in such capacity, the “**Administrative Agent**”) and as collateral agent.

## RECITALS:

WHEREAS, the Borrower has requested, and each Lender holding Term B Loans (after giving effect to the replacement of any Non-Consenting Lenders pursuant to Section 3) has agreed by delivery of its consent to this Agreement to the Administrative Agent, to reduce the Applicable Margin on the Term B Loans; and

WHEREAS, the Borrower has appointed Credit Suisse Securities (USA) LLC (the “**First Amendment Arranger**”) as sole lead arranger and bookrunner in connection with this Agreement.

NOW, THEREFORE, the parties hereto therefore agree as follows:

**SECTION 1.** *Defined Terms; References.* Capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings assigned thereto in the Credit Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement. Each reference to “hereof”, “hereunder”, “herein” and “hereby” and each other similar reference and each reference to “this Agreement” and each other similar reference contained in the Credit Agreement shall, after this Agreement becomes effective, refer to the Credit Agreement as amended hereby.

**SECTION 2.** *Amendments to Credit Agreement.* The Credit Agreement is hereby amended as follows:

(a) Section 1.01 of the Credit Agreement is hereby amended by inserting the following new defined term in appropriate alphabetical order therein:

““First Amendment Effective Date” shall mean April 16, 2018.”

(b) Section 1.01 of the Credit Agreement is hereby amended by amending and restating clause (i) of the definition of “Applicable Margin” therein as follows:

“(i) with respect to any Term B Loan, 2.00% per annum in the case of any Eurocurrency Loan and 1.00% per annum in the case of any ABR Loan,”

(c) Section 2.11(a)(ii) of the Credit Agreement is hereby amended and restated in its entirety as follows:

“(ii) In the event that, on or prior to the date that is six months after the First Amendment

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Effective Date, the Borrower shall (x) make a prepayment of the Term B Loans pursuant to Section 2.11(a) with the proceeds of, or any conversion of Term B Loans into, any substantially concurrent issuance of a new or replacement tranche of long-term senior secured first lien term loans that are broadly syndicated to banks and other institutional investors in financings similar to the Term B Loans the primary purpose of which is to (and which does) reduce the All-in Yield of such Term B Loans (other than, for the avoidance of doubt, with respect to securitizations) or (y) effect any amendment to this Agreement the primary purpose of which is to (and which does) reduce the All-in Yield of the Term B Loans (other than, in the case of each of clauses (x) and (y), in connection with a Qualified IPO, a Change in Control or a transformative acquisition referred to in the last sentence of this paragraph), the Borrower shall pay to the Administrative Agent, for the ratable account of each of the applicable Lenders holding Term B Loans, (A) in the case of clause (x), a prepayment premium of 1.00% of the aggregate principal amount of the Term B Loans so prepaid and (B) in the case of clause (y), a fee equal to 1.00% of the aggregate principal amount of the applicable Term B Loans for which the All-in Yield has been reduced pursuant to such amendment. Such amounts shall be due and payable on the date of such prepayment or the effective date of such amendment, as the case may be. For purposes of this Section 2.11(a)(ii), a “transformative acquisition” is any acquisition by the Borrower or any Subsidiary that (i) is not permitted by the terms of the Loan Documents immediately prior to the consummation of such acquisition or (ii) if permitted by the terms of the Loan Documents immediately prior to the consummation of such acquisition, would not provide the Borrower and its Subsidiaries with adequate flexibility under the Loan Documents for the continuation and/or expansion of their combined operations following such consummation, as determined by the Borrower in good faith.”

**SECTION 3.** *Replacement of Non-Consenting Lenders.* The Borrower shall be deemed to have exercised its right pursuant to Section 2.19(c) of the Credit Agreement to require that each Non-Consenting Lender assign and delegate, without recourse, all interests, rights and obligations under the Credit Agreement with respect to the Term B Loans to Credit Suisse AG, Cayman Islands Branch, as replacement lender (in such capacity, the “**Replacement Lender**”), which assignment shall occur immediately and automatically upon satisfaction of the condition in Section 5(d) below, and the Replacement Lender agrees to accept each such assignment.

**SECTION 4.** *Representations of the Borrowers.* The Borrower represents and warrants that:

(a) the representations and warranties set forth in the Loan Documents are true and correct in all material respects on and as of the date hereof after giving effect hereto with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties are true and correct in all material respects as of such earlier date); and

(b) no Event of Default or Default is continuing on and as of the date hereof after giving effect hereto.

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**SECTION 5. Conditions.** This Agreement shall become effective as of the first date (the “*First Amendment Effective Date*”) when each of the following conditions shall have been satisfied:

(a) the Administrative Agent (or its counsel) shall have received (x) from each Loan Party, the Majority Lenders for the Term B Facility (determined before giving effect to the replacement of any Non-Consenting Lenders) and each Lender holding Term B Loans (after giving effect to the replacement of any Non-Consenting Lenders) (i) a consent to this Agreement signed on behalf of such party or (ii) written evidence reasonably satisfactory to the Administrative Agent (which may include facsimile or electronic transmission of a signed signature page of this Agreement) that such party has signed a consent to this Agreement and (y) from the Administrative Agent, an executed counterpart to this Agreement;

(b) the representations and warranties set forth in Section 4 above shall be true and correct;

(c) any fees and reasonable out-of-pocket expenses (including reasonable fees, charges and disbursements of Davis Polk & Wardwell LLP) owing by the Borrower to the Administrative Agent and the First Amendment Arranger and invoiced prior to the date hereof shall have been paid in full (subject to any agreed-upon limits contained in any letter agreement with the Administrative Agent or its affiliates or such First Amendment Arranger or their respective affiliates entered into in connection with this Agreement); and

(d) (i) all Obligations of the Borrower owing to any Non-Consenting Lender being replaced pursuant to Section 3 shall be paid in full to such Non-Consenting Lender concurrently with the assignment described in Section 3 (including any amount payable pursuant to Section 2.11(a)) and (ii) the Replacement Lender shall pay to each such Non-Consenting Lender an amount equal to the principal amount of the Term B Loans held by such Non-Consenting Lender plus accrued and unpaid interest thereon.

**SECTION 6. Governing Law.** THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

**SECTION 7. Confirmation of Guaranties and Security Interests.** By signing this Agreement, each Loan Party hereby confirms that (i) the obligations of the Loan Parties under the Credit Agreement as modified hereby and the other Loan Documents (x) are entitled to the benefits of the guaranties and the security interests set forth or created in the Collateral Agreement and the other Loan Documents and (y) constitute Loan Obligations and (ii) notwithstanding the effectiveness of the terms hereof, the Collateral Agreement and the other Loan Documents are, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects after giving effect to the amendments contemplated by this Agreement. Each Loan Party ratifies and confirms that all Liens granted, conveyed, or assigned to any Agent by such person pursuant to each Loan Document to which it is a party remain in full force and effect, are not released or reduced, and continue to secure full payment and performance of the Loan Obligations as modified hereby.

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**SECTION 8. Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually signed original.

**SECTION 9. Miscellaneous.** This Agreement shall constitute a Loan Document for all purposes of the Credit Agreement. The Borrower shall pay all reasonable fees, costs and expenses of the Administrative Agent as agreed to between the parties incurred in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated hereby (in the case of any such fees and reasonable out-of-pocket expenses incurred in connection with this Agreement, subject to any agreed-upon limits contained in any letter agreement with the Administrative Agent or its affiliates entered into in connection with this Agreement). The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

*[Remainder of Page Intentionally Left Blank]*



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**BORROWER:**

CEOC, LLC,  
as Borrower

By: /s/ Eric Hession

Name: Eric Hession

Title: Chief Financial Officer and Treasurer

[Signature Page to Amendment No. 1]

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3535 LV CORP.  
B I GAMING CORPORATION  
BALLY'S MIDWEST CASINO, INC.  
BALLY'S PARK PLACE LLC  
BENCO LLC  
BL DEVELOPMENT CORP.  
BOARDWALK REGENCY LLC  
CAESARS ENTERTAINMENT FC LLC  
CAESARS MARKETING SERVICES LLC  
CAESARS NEW JERSEY LLC  
CAESARS PALACE LLC  
CAESARS PALACE REALTY LLC  
CAESARS RIVERBOAT CASINO, LLC  
CAESARS TREX, INC.  
CAESARS UNITED KINGDOM, INC.  
CAESARS WORLD LLC  
CAESARS WORLD MARKETING LLC  
CAESARS WORLD MERCHANDISING LLC  
CALIFORNIA CLEARING CORPORATION  
CASINO COMPUTER PROGRAMMING, INC.  
DESERT PALACE LLC  
FLAMINGO-LAUGHLIN, INC.  
GCI SPINCO LLC  
GRAND CASINOS OF BILOXI, LLC  
GRAND CASINOS OF MISSISSIPPI, LLC – GULFPORT  
GRAND CASINOS, INC.  
HARRAH SOUTH SHORE CORPORATION  
HARRAH'S ARIZONA CORPORATION  
HARRAH'S BOSSIER CITY INVESTMENT COMPANY,  
L.L.C.  
HARRAH'S CHESTER DOWNS INVESTMENT COMPANY,  
LLC  
HARRAH'S CHESTER DOWNS MANAGEMENT  
COMPANY, LLC  
HARRAH'S ILLINOIS LLC  
HARRAH'S INTERACTIVE INVESTMENT COMPANY

By: /s/ Eric Hession

Name: Eric Hession

Title: Chief Financial Officer and Treasurer

[Signature Page to Amendment No. 1]

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HARRAH'S INTERNATIONAL HOLDING  
COMPANY, INC.  
HARRAH'S IOWA ARENA MANAGEMENT, LLC  
HARRAH'S MANAGEMENT COMPANY  
HARRAH'S NEW ORLEANS MANAGEMENT COMPANY  
LLC  
HARRAH'S NORTH KANSAS CITY LLC  
HARRAH'S OPERATING COMPANY MEMPHIS, LLC  
HARVEYS BR MANAGEMENT COMPANY, INC.  
HARVEYS IOWA MANAGEMENT COMPANY LLC  
HARVEYS TAHOE MANAGEMENT COMPANY LLC  
HBR REALTY COMPANY LLC  
HCAL, LLC  
HCR SERVICES COMPANY, INC.  
HEI HOLDING COMPANY ONE, INC.  
HEI HOLDING COMPANY TWO, INC.  
HORSESHOE GAMING HOLDING, LLC  
HORSESHOE GP, LLC  
HORSESHOE HAMMOND, LLC  
HTM HOLDING LLC  
MARTIAL DEVELOPMENT CORP.  
NEW ROBINSON PROPERTY GROUP LLC  
OCEAN SHOWBOAT, INC.  
PARBALL LLC  
PLAYERS BLUEGRASS DOWNS LLC  
ROBINSON PROPERTY GROUP LLC  
ROMAN ENTERTAINMENT CORPORATION OF INDIANA  
ROMAN HOLDING COMPANY OF INDIANA LLC  
SHOWBOAT ATLANTIC CITY OPERATING COMPANY,  
LLC  
SHOWBOAT HOLDING LLC  
SOUTHERN ILLINOIS RIVERBOAT/CASINO CRUISES LLC  
TUNICA ROADHOUSE LLC

By: /s/ Eric Hession

Name: Eric Hession

Title: Chief Financial Officer and Treasurer

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190 FLAMINGO, LLC  
AJP PARENT, LLC  
CHRISTIAN COUNTY LAND ACQUISITION COMPANY,  
LLC  
HOLE IN THE WALL, LLC  
KOVAL HOLDINGS COMPANY, LLC  
PHW MANAGER, LLC  
PLAYERS INTERNATIONAL, LLC  
RENO CROSSROADS LLC  
TRB FLAMINGO, LLC  
WINNICK PARENT, LLC

By: CEOC, LLC, as sole member

By: /s/ Eric Hession  
Name: Eric Hession  
Title: Chief Financial Officer and Treasurer

AJP HOLDINGS, LLC

By: AJP PARENT, LLC, as sole member

By: CEOC, LLC, as sole member

By: /s/ Eric Hession  
Name: Eric Hession  
Title: Chief Financial Officer and Treasurer

CHESTER FACILITY HOLDING COMPANY, LLC

By: HARRAH'S CHESTER DOWNS INVESTMENT  
COMPANY, LLC, as sole member

By: /s/ Eric Hession  
Name: Eric Hession  
Title: Chief Financial Officer and Treasurer

[Signature Page to Amendment No. 1]

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DURANTE HOLDINGS, LLC

By: AJP HOLDINGS, LLC, as sole member

By: AJP PARENT, LLC, as sole member

By: CEOC, LLC, as sole member

By: /s/ Eric Hession

Name: Eric Hession

Title: Chief Financial Officer and Treasurer

HARRAH'S NC CASINO COMPANY, LLC

By: HARRAH'S MANAGEMENT COMPANY, as a managing member

By: /s/ Eric Hession

Name: Eric Hession

Title: Chief Financial Officer and Treasurer

HARRAH'S NC CASINO COMPANY, LLC

By: CEOC, LLC, as a managing member

By: /s/ Eric Hession

Name: Eric Hession

Title: Chief Financial Officer and Treasurer

HARRAH'S SHREVEPORT/BOSSIER CITY INVESTMENT COMPANY, LLC

By: HARRAH'S NEW ORLEANS MANAGEMENT COMPANY LLC, as sole member

By: /s/ Eric Hession

Name: Eric Hession

Title: Chief Financial Officer and Treasurer

[Signature Page to Amendment No. 1]

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HORSESHOE ENTERTAINMENT

By: NEW GAMING CAPITAL PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP, as general partner

By: HORSESHOE GP, LLC, as general partner

By: /s/ Eric Hession  
Name: Eric Hession  
Title: Chief Financial Officer and Treasurer

KOVAL INVESTMENT COMPANY, LLC

By: KOVAL HOLDINGS COMPANY, LLC, as sole member

By: CEOC, LLC, as sole member

By: /s/ Eric Hession  
Name: Eric Hession  
Title: Chief Financial Officer and Treasurer

NEW GAMING CAPITAL PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP

By: HORSESHOE GP, LLC, as general partner

By: /s/ Eric Hession  
Name: Eric Hession  
Title: Chief Financial Officer and Treasurer

PLAYERS HOLDING, LLC

By: PLAYERS INTERNATIONAL, LLC, as sole member

By: CEOC, LLC, as sole member

By: /s/ Eric Hession  
Name: Eric Hession  
Title: Chief Financial Officer and Treasurer

[Signature Page to Amendment No. 1]

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WINNICK HOLDINGS, LLC

By: WINNICK PARENT, LLC, as sole member

By: CEOC, LLC, as sole member

By: /s/ Eric Hession

Name: Eric Hession

Title: Chief Financial Officer and Treasurer

[Signature Page to Amendment No. 1]

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**ADMINISTRATIVE AGENT:**

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH, as Administrative Agent and  
Replacement Lender

By: /s/ William O'Daly

Name: William O'Daly

Title: Authorized Signatory

By: /s/ WHITNEY GASTON

Name: WHITNEY GASTON

Title: AUTHORIZED SIGNATORY

[Signature Page to Amendment No. 1]





**Contacts: Media**  
**Stephen Cohen**  
**(212) 886-9332**

**Investors**  
**Joyce Arpin**  
**(702) 880-4707**

**Caesars Entertainment Announces Repricing of  
CEOC \$1.50 Billion Senior Secured Term Loan**

LAS VEGAS, April 16, 2018 — Caesars Entertainment Corporation (NASDAQ: CZR) (“Caesars Entertainment”) today announced that CEOC, LLC (“CEOC”) has successfully repriced its approximately \$1.50 billion senior secured term loan facility (the “Term Facility”). CEOC is a wholly owned subsidiary of Caesars Entertainment.

The interest rate under the Term Facility is the London Interbank Offered Rate (“LIBOR”) plus 200 basis points. This represents a reduction of 50 basis points.

“Following substantial improvements to our balance sheet last year, the CEOC repricing lowers CEOC’s overall cost of capital, which will provide financial flexibility and benefits to the enterprise,” said Mark Frissora, President and Chief Executive Officer of Caesars Entertainment.

The closing of the CEOC repricing transaction is anticipated to occur today.

**About Caesars Entertainment Corporation**

Caesars Entertainment is the world’s most diversified casino-entertainment provider and the most geographically diverse U.S. casino-entertainment company. Caesars Entertainment is mainly comprised of two wholly owned operating subsidiaries: CEOC, LLC and Caesars Resort Collection, LLC. Since its beginning in Reno, Nevada, in 1937, Caesars Entertainment has grown through development of new resorts, expansions and acquisitions and its portfolio of subsidiaries now operate 47 casinos in 13 U.S. states and five countries. Caesars Entertainment’s resorts operate primarily under the Caesars®, Harrah’s® and Horseshoe® brand names. Caesars Entertainment’s portfolio also includes the Caesars Entertainment UK family of casinos. Caesars Entertainment is focused on building loyalty and value with its guests through a unique combination of great service, excellent products, unsurpassed distribution, operational excellence and technology leadership. Caesars Entertainment is committed to environmental sustainability and energy conservation and recognizes the importance of being a responsible steward of the environment. For more information, please visit [www.caesars.com](http://www.caesars.com).

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**Forward-Looking Statements**

This release includes “forward-looking statements” intended to qualify for the safe harbor from liability established by the Private Securities Litigation Reform Act of 1995. You can identify these statements by the fact that they do not relate strictly to historical or current facts and by the use of words such as “will” or “anticipated,” or the negative or other variations thereof or comparable terminology. In particular, they include statements relating to, among other things, the closing of the repricing transaction. These forward-looking statements are based on current expectations and projections about future events.

You are cautioned that forward-looking statements are not guarantees of future performance or results and involve risks and uncertainties that cannot be predicted or quantified and, consequently, the actual performance and results of Caesars Entertainment may differ materially from those expressed or implied by such forward-looking statements. Such risks and uncertainties include, but are not limited to, Caesars Entertainment’s ability to negotiate definitive documentation and satisfy customary closing conditions relating to the repricing transaction, and may include other factors described from time to time in our reports filed with the SEC.

You are cautioned to not place undue reliance on these forward-looking statements, which speak only as of the date of this document. Caesars Entertainment undertakes no obligation to publicly update or release any revisions to these forward-looking statements to reflect events or circumstances after the date of this document or to reflect the occurrence of unanticipated events, except as required by law.