

**DEUTSCHE BANK AG,
LONDON BRANCH**
Winchester House, 1 Great
Winchester Street
London EC2N 2DB

**JPMORGAN CHASE
BANK, N.A.**
383 Madison Avenue
New York, New York
10179

**CREDIT SUISSE AG
CREDIT SUISSE
LOAN FUNDING LLC**
Eleven Madison Avenue
New York, New York 10010

**BofA SECURITIES, INC.
BANK OF AMERICA, N.A.**
One Bryant Park
New York, New York 10036

**CITIZENS BANK, NATIONAL
ASSOCIATION**
28 State Street
Boston, Massachusetts 02109

CONFIDENTIAL

December 11, 2020

Caesars Entertainment, Inc.
100 West Liberty Street, Suite 1150
Reno, Nevada 89501
Attention: Chief Financial Officer

Senior Secured 540-Day Bridge Loan Facility
Senior Secured 540-Day Revolving Credit Facility
Senior Secured 60-Day Bridge Loan Facility
Amended and Restated Fee Letter

Ladies and Gentlemen:

This amended and restated fee letter (this “*Fee Letter*”) amends, restates, and supersedes in its entirety that certain fee letter (the “*Original Fee Letter*”), dated as of September 29, 2020, by and among you, Deutsche Bank AG, London Branch (“*Deutsche Bank*”) and JPMorgan Chase Bank, N.A. (“*JPMorgan*” and, together with Deutsche Bank, the “*Initial Commitment Parties*”), and such Original Fee Letter shall be of no further force or effect. This Fee Letter is the “Fee Letter” referred to in that certain amended and restated commitment letter of even date herewith (including the schedules and exhibits attached thereto, the “*Commitment Letter*”) from the Initial Commitment Parties, Credit Suisse AG (acting through such of its creditworthy affiliates or branches as it deems appropriate subject to the terms of the Commitment Letter, “*CS*”), Credit Suisse Loan Funding LLC (“*CSLF*” and, together with CS and their respective creditworthy affiliates, “*Credit Suisse*”), Bank of America, N.A. (or any of its designated creditworthy affiliates subject to the terms of the Commitment Letter, “*BANA*”), BofA Securities, Inc. (or any of its designated creditworthy affiliates subject to the terms of the Commitment Letter, “*BofA Securities*” and, together with BANA, “*Bank of America*”) and Citizens Bank, National Association (“*Citizens*” and, together with Deutsche Bank, JPMorgan, Credit Suisse and Bank of America, collectively, the “*Commitment Parties*” or “*we*” or “*us*”) to you, whereby the Initial Lenders have furnished commitments to you to provide the Credit Facilities and the Interim Facilities and the Lead Arrangers have agreed to arrange the Credit Facilities and the Interim Facilities, all subject to the terms and conditions set forth in the Commitment Letter. Capitalized terms used herein without definition shall have the meanings given to them in the Commitment Letter.

1. UK Asset Sale Bridge Facility Fees.

(a) UK Asset Sale Bridge Facility Arrangement Fee. You agree to pay (or cause to be paid) to each Lead Arranger, for its own account, an arrangement fee in an aggregate amount equal to the product of (i) 1.50%, *times* (ii) the aggregate principal amount of the commitments of all of the Initial Lenders in respect of the UK Asset Sale Bridge Facility under the Commitment Letter on the date hereof, *times* (iii) such Lead Arranger's Applicable Fee Percentage as set forth on Schedule I hereto (the "**UK Asset Sale Bridge Facility Arrangement Fee**"). The UK Asset Sale Bridge Facility Arrangement Fee is fully earned upon your acceptance of the Commitment Letter and shall be due and payable in full in cash on the earlier of (x) the Completion Date and (y) the Funding Date for the UK Asset Sale Bridge Loans or the UK Interim Asset Sale Bridge Loans, as applicable (and subject to the occurrence of the Completion Date or such Funding Date, as applicable). Notwithstanding the foregoing, if:

- i. on or prior to the date that is 180 days after the Signing Date, you permanently terminate any unfunded commitments in respect of the UK Asset Sale Bridge Facility or the UK Interim Asset Sale Bridge Facility (for the avoidance of doubt, (x) without double-counting terminations of commitments under both facilities, (y) other than terminations of commitments as a result of the UK Asset Sale Bridge Facility or the UK Interim Asset Sale Bridge Facility being funded and (z) including terminations of commitments due to such commitments not being funded on or prior to the Completion Date (for whatever reason)) in whole or in part (any such permanent termination of commitments, a "**UK Asset Sale Bridge Facility Commitment Reduction**"), you shall be entitled to a reduction (if, on the date of such UK Asset Sale Bridge Facility Commitment Reduction, you shall not have previously paid the UK Asset Sale Bridge Facility Arrangement Fee) or rebate (if, on the date of such UK Asset Sale Bridge Facility Commitment Reduction, you shall have previously paid the UK Asset Sale Bridge Facility Arrangement Fee) of the UK Asset Sale Bridge Facility Arrangement Fee in an amount equal to the product of (i) 1.00% *times* (ii) the aggregate principal amount of commitments permanently terminated (for the avoidance of doubt, without double-counting terminations under such facilities) pursuant to such UK Asset Sale Bridge Facility Commitment Reduction;
- ii. a UK Asset Sale Bridge Facility Commitment Reduction occurs on or prior to the Completion Date but after the date that is 180 days after the Signing Date, you shall be entitled to a reduction (if, on the date of such UK Asset Sale Bridge Facility Commitment Reduction, you shall not have previously paid the UK Asset Sale Bridge Facility Arrangement Fee) or rebate (if, on the date of such UK Asset Sale Bridge Facility Commitment Reduction, you shall have previously paid the UK Asset Sale Bridge Facility Arrangement Fee) of the UK Asset Sale Bridge Facility Arrangement Fee in an amount equal to the product of (i) 0.50% *times* (ii) the aggregate principal amount of commitments permanently terminated (for the avoidance of doubt, without double-counting terminations under such facilities) pursuant to such UK Asset Sale Bridge Facility Commitment Reduction; and
- iii. on or prior to the date that is 60 days after the Funding Date in respect of the UK Asset Sale Bridge Facility or the UK Interim Asset Sale Bridge Facility, as applicable, you repay the UK Asset Sale Bridge Loans or the UK Interim Asset Sale Bridge Loans (for the avoidance of doubt, (x) excluding any repayment of

UK Interim Asset Sale Bridge Loans with the proceeds of UK Asset Sale Bridge Loans and (y) including any mandatory prepayments) in full or in part (any such repayment, a “**UK Asset Sale Bridge Facility Repayment**”), you shall be entitled to a rebate of the UK Asset Sale Bridge Facility Arrangement Fee in an amount equal to the product of (i) 0.25% *times* (ii) the aggregate principal amount of UK Asset Sale Bridge Loans or UK Interim Asset Sale Bridge Loans, as applicable, repaid pursuant to such UK Asset Sale Bridge Facility Repayment.

Each reduction or rebate, as applicable, of the UK Asset Sale Bridge Facility Arrangement Fee pursuant to the foregoing Sections 1(a)(i) – (iii) shall be divided among the Lead Arrangers based on the Lead Arrangers’ respective Applicable Fee Percentages as set forth on Schedule I hereto.

(b) UK Asset Sale Bridge Facility Funding Fee. If the Funding Date occurs with respect to the UK Asset Sale Bridge Loans or the UK Interim Asset Sale Bridge Loans, as the case may be, you agree to pay (or cause to be paid) to each Initial Lender, for its own account, a funding fee (the “**UK Asset Sale Bridge Facility Funding Fee**”) of 0.50% of the aggregate principal amount of the UK Asset Sale Bridge Loans or the UK Interim Asset Sale Bridge Loans, as the case may be, if any, advanced by such Initial Lender on such Funding Date and any date thereafter during the Certain Funds Period; provided that, no UK Asset Sale Bridge Facility Funding Fee shall be payable with respect to UK Asset Sale Bridge Loans the proceeds of which are used to refinance outstanding UK Interim Asset Sale Bridge Loans. The UK Asset Sale Bridge Facility Funding Fee shall be earned and due and payable in full in cash upon (and subject to the making of) such advance(s) of the UK Asset Sale Bridge Loans or the UK Interim Asset Sale Bridge Loans, as the case may be, on the Funding Date for the UK Asset Sale Bridge Loans or the UK Interim Asset Sale Bridge Loans, as applicable, and on any date thereafter during the Certain Funds Period (but only to the extent that UK Asset Sale Bridge Loans or UK Interim Asset Sale Bridge Loans, as the case may be, are actually advanced on such date(s)). Notwithstanding the foregoing, if you make a UK Asset Sale Bridge Facility Repayment within the periods after the Funding Date set forth under Column A below, you shall be entitled to, and each Initial Lender shall pay to you, a rebate of the UK Asset Sale Bridge Facility Funding Fee in an amount equal to the product of (i) the percentage set forth under Column B below with respect to the applicable period after the Funding Date specified in Column A below during which the applicable UK Asset Sale Bridge Facility Repayment occurred, *times* (ii) the UK Asset Sale Bridge Facility Funding Fee paid to such Initial Lender on the Funding Date and any date thereafter during the Certain Funds Period:

Column A	Column B
0 – 90 days	75%
91 – 180 days	50%
181 – 270 days	25%
271 days and thereafter	0%

(c) UK Asset Sale Bridge Facility Duration Fee. If the Funding Date occurs with respect to the UK Asset Sale Bridge Loans or the UK Interim Asset Sale Bridge Loans, as the case may be, you agree to pay (or cause to be paid) to each Initial Lender, for its own account, a duration fee (the “**UK Asset Sale Bridge Facility Duration Fee**”) equal to (i) 0.25% of the aggregate principal amount of the UK Asset Sale Bridge Loans or the UK Interim Asset Sale Bridge Loans, as the case may be, of such Initial Lender outstanding on the date that is 90 days after such Funding Date, (ii) 0.25% of the aggregate principal amount of the UK Asset Sale Bridge Loans or the UK Interim Asset Sale Bridge Loans, as the case may be, of such Initial Lender outstanding on the date

that is 180 days after such Funding Date, (iii) 0.25% of the aggregate principal amount of the UK Asset Sale Bridge Loans or the UK Interim Asset Sale Bridge Loans, as the case may be, of such Initial Lender outstanding on the date that is 270 days after such Funding Date, (iv) 0.25% of the aggregate principal amount of the UK Asset Sale Bridge Loans or the UK Interim Asset Sale Bridge Loans, as the case may be, of such Initial Lender outstanding on the date that is 360 days after such Funding Date and (v) 0.25% of the aggregate principal amount of the UK Asset Sale Bridge Loans or the UK Interim Asset Sale Bridge Loans, as the case may be, of such Initial Lender outstanding on the date that is 450 days after such Funding Date, which in the case of each of the foregoing clauses (i) – (v), shall be due and payable in cash on such date (or if such date is not a business day, the next business day).

2. UK Revolving Credit Facility Arrangement Fee. You agree to pay (or cause to be paid) to each Lead Arranger, for its own account, an arrangement fee in an aggregate amount equal to the product of (i) 1.50%, *times* (ii) the aggregate principal amount of the commitments of all of the Initial Lenders in respect of the UK Revolving Credit Facility under the Commitment Letter on the date hereof, *times* (iii) such Lead Arranger's Applicable Fee Percentage as set forth on Schedule I hereto (the "***UK Revolving Credit Facility Arrangement Fee***"). The UK Revolving Credit Facility Arrangement Fee is fully earned upon your acceptance of the Commitment Letter and shall be due and payable in full in cash on the earlier of the Completion Date and the Funding Date for the UK Revolving Credit Facility (and subject to the occurrence of the Completion Date or such Funding Date, as applicable) the Funding Date for the UK Revolving Credit Facility.

3. UK Cash Confirmation Bridge Facility Fees.

(a) UK Cash Confirmation Bridge Facility Arrangement Fee. You agree to pay (or cause to be paid) to each Lead Arranger, for its own account, an arrangement fee in an aggregate amount equal to the product of (i) 0.50%, *times* (ii) the aggregate principal amount of the commitments of all of the Initial Lenders in respect of the UK Cash Confirmation Bridge Facility under the Commitment Letter on the date hereof, *times* (iii) such Lead Arranger's Applicable Fee Percentage as set forth on Schedule I hereto (the "***UK Cash Confirmation Bridge Facility Arrangement Fee***"). The UK Cash Confirmation Bridge Facility Arrangement Fee is fully earned upon your acceptance of the Commitment Letter and shall be due and payable in full in cash on the earlier of the Completion Date and the Funding Date for the UK Cash Confirmation Bridge Loans or the UK Interim Cash Confirmation Bridge Loans, as applicable (and subject to the occurrence of the Completion Date or such Funding Date, as applicable).

(b) UK Cash Confirmation Bridge Facility Funding Fee. If the Funding Date occurs with respect to the UK Cash Confirmation Bridge Loans or the UK Interim Cash Confirmation Bridge Loans, as the case may be, you agree to pay (or cause to be paid) to each Initial Lender, for its own account, a funding fee (the "***UK Cash Confirmation Bridge Facility Funding Fee***") of 0.125% of the aggregate principal amount of the UK Cash Confirmation Bridge Loans or the UK Interim Cash Confirmation Bridge Loans, as the case may be, if any, advanced by such Initial Lender on such Funding Date and any date thereafter during the Certain Funds Period; provided that, no UK Cash Confirmation Bridge Facility Funding Fee shall be payable with respect to UK Cash Confirmation Bridge Loans the proceeds of which are used to refinance outstanding UK Interim Cash Confirmation Bridge Loans. The UK Cash Confirmation Bridge Facility Funding Fee shall be earned and due and payable in full in cash upon (and subject to the making of) such advance(s) of the UK Cash Confirmation Bridge Loans or the UK Interim Cash Confirmation Bridge Loans, as the case may be, on the Funding Date for the UK Cash Confirmation Bridge Loans or the UK Interim Cash Confirmation Bridge Loans, as applicable, and on any date thereafter during the Certain Funds Period (but only to the extent that UK Cash Confirmation Bridge Loans or UK

Interim Cash Confirmation Bridge Loans, as the case may be, are actually advanced on such date(s)).

4. Administrative Agent's Fees. As consideration for the agreement of Deutsche Bank to act as administrative agent and collateral agent under the applicable Credit Facility or Interim Facility, you agree to pay (or cause to be paid) to Deutsche Bank, for its own account:

(a) with respect to the Interim Facilities, (x) solely if the Interim Facilities Agreement is executed, a fee equal to £5,000 (the "**Interim Facilities Acceptance Fee**"), which shall be fully earned, due and payable on the date of execution of the Interim Facilities Agreement, and (y) solely if the Funding Date occurs with respect to any Interim Facility, a fee equal to £10,000 (the "**Interim Facilities Administration Fee**"), which shall be fully earned, due and payable on the Funding Date with respect to such Interim Facility;

(b) with respect to the UK Cash Confirmation Bridge Facility, (x) solely if the Financing Documentation for the UK Cash Confirmation Bridge Facility is executed, £5,000 (the "**UK Cash Confirmation Acceptance Fee**"), which shall be fully earned, due and payable on the date of execution of the Financing Documentation for the UK Cash Confirmation Bridge Facility, and (y) solely if the Funding Date occurs with respect to the UK Cash Confirmation Bridge Facility, a fee equal to £20,000 (the "**UK Cash Confirmation Administration Fee**"), which shall be fully earned, due and payable on the Funding Date with respect to the UK Cash Confirmation Bridge Facility; and

(c) with respect to the UK Senior Secured Credit Facilities, (x) solely if the Financing Documentation for the UK Senior Secured Credit Facilities is executed, £5,000 (the "**UK Senior Secured Credit Facilities Acceptance Fee**"), which shall be fully earned, due and payable on the date of execution of the Financing Documentation for the UK Senior Secured Credit Facilities, and (y) solely if the Funding Date with respect to either UK Senior Secured Credit Facility occurs, an annual administrative agency fee (the "**UK Senior Secured Credit Facilities Administrative Fee**") in an amount equal to £45,000, which shall be fully earned and shall be due and payable quarterly in advance in cash (i) on the Funding Date with respect to the UK Senior Secured Credit Facilities and (ii) on the first business day of each fiscal quarter thereafter until the UK Senior Secured Credit Facilities are repaid in full and the commitments under the UK Revolving Credit Facility are terminated. If, prior to the final maturity date of the UK Senior Secured Credit Facilities, the UK Senior Secured Credit Facilities are repaid in full and the commitments under the UK Revolving Credit Facility are terminated, a portion of the UK Senior Secured Credit Facilities Administrative Fee shall be rebated to FinanceCo on the date of such prepayment and termination to take into account the number of days remaining in such fiscal quarter.

5. Fees Generally. All fees (in each case, to the extent payable) will be payable in Sterling in immediately available funds to the Administrative Agents, Lead Arrangers or Initial Lenders, as applicable, for their respective accounts or as directed by the Administrative Agents, Lead Arrangers or Initial Lenders, as applicable. Deutsche Bank acknowledges that you paid the Interim Facilities Acceptance Fee on October 6, 2020. Except as expressly provided in Sections 1(a), 1(b) and 4(c) above, once paid, no fee will be refundable under any circumstances and will not be subject to counterclaim, setoff or otherwise affected and shall be in addition to any other fees, costs and expenses payable pursuant to the Commitment Letter or the Financing Documentation. In addition, all such payments shall be made without deduction for any taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any national, state or local taxing authority, or will be grossed up by you for such amounts except to the extent that such taxes, duties or charges (a) were imposed due to some connection of an Administrative Agent, Lead Arranger or Initial Lender, as applicable, with the taxing jurisdiction other than being a party to, receiving payments under or

enforcing any transaction document or engaging in any other transaction contemplated thereunder, (b) would not have been imposed but for the failure of such Administrative Agent, Lead Arranger or Initial Lender, as applicable, to comply with any reasonable certification, identification or other reporting requirements concerning the nationality, residence, identity or connection with the taxing jurisdiction of the Administrative Agent, Lead Arranger or Initial Lender, as applicable, that such party is legally eligible to comply with if such compliance is reasonably requested by the borrower and required or imposed by law as a precondition to an exemption from, or reduction in, such taxes, duties or other charges (and, in this respect, the parties agree that, if the Administrative Agent, Lead Arranger or Initial Lender, as applicable, is legally eligible to do so, such Administrative Agent, Lead Arranger or Initial Lender, as applicable, shall complete any relevant procedural formalities to receive payments by any UK borrower free from UK withholding tax), or (c) are U.S. federal withholding taxes imposed pursuant to a law in effect on the date hereof. At the sole discretion of each Lead Arranger or Initial Lender, as applicable, all or any portion of any fees may be allocated to any of its affiliates or paid to any other Lender or Lenders. There shall be no double-counting of the fees payable in connection with the Interim Facilities, on the one hand, and the fees payable in connection with the Credit Facilities on the other hand.

6. Miscellaneous. This Fee Letter is subject to the confidentiality, indemnification, governing law and miscellaneous provisions of the Commitment Letter which are incorporated herein by reference.

7. Survival. Sections 4, 5 and 6 of this Fee Letter shall survive the Funding Date and the termination of the Commitment Letter.

[Signature Pages Follow]

If you are in agreement with the foregoing, please indicate acceptance of the terms hereof by signing the enclosed counterpart of this Fee Letter and returning it to the Commitment Parties party hereto, together with a signed copy of the Commitment Letter.

DEUTSCHE BANK AG, LONDON BRANCH

By: _____
[Redacted]

Name: Yumi Okabe

Title: Vice President

Email: [Redacted]

Tel: [Redacted]

By: _____
[Redacted]

Name: Philip Tancorra

Title: Vice President

[Redacted]

JPMORGAN CHASE BANK, N.A.

By: _____
Name: Brian Smolowitz
Title: Vice President

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH [REDACTED]**

By: [REDACTED]
Name: Whitney L. Gaston
Title: Authorized Signatory

By: [REDACTED]
Name: Andrew Griffin
Title: Authorized Signatory

CREDIT SUISSE LOAN FUNDING LLC

By: [REDACTED]
Name: Dean Decker
Title: Managing Director

BANK OF AMERICA, N.A.

By: 
Name: Anand Melvani
Title: Managing Director

BofA SECURITIES, INC.

By: 
Name: Anand Melvani
Title: Managing Director

CITIZENS BANK, NATIONAL ASSOCIATION

By:  _____

Name: Oliver Harris

Title: Vice President

Agreed to and accepted as of the date first above written:

CAESARS ENTERTAINMENT, INC.

By: 

Name: Bret Yunker

Title: Chief Financial Officer

Applicable Fee Percentage

Lead Arranger	Applicable Fee Percentage
Deutsche Bank AG, London Branch	33.84%
JPMorgan Chase Bank, N.A.	25.01%
Credit Suisse Loan Funding LLC	21.50%
BofA Securities, Inc.	15.00%
Citizens Bank, National Association	4.65%