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 September 30, 2022

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 No. 001-36629

CAESARS ENTERTAINMENT, INC.

(Exact name of registrant as specified in its charter)

Delaware	**46-3657681**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

100 West Liberty Street, 12th Floor, Reno, Nevada 89501
(Address and zip code of principal executive offices)

(775) 328-0100
(Registrant's telephone number, including area code)
N/A
(Former name, former address and former fiscal year, if changed since last report)

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, $.00001 par value	**CZR**	**NASDAQ Stock Market**

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	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
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. ☐

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

The number of shares of the Registrant's Common Stock, $0.00001 par value per share, outstanding as of October 27, 2022 was 214,566,105.

CAESARS ENTERTAINMENT, INC.
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PART I - FINANCIAL INFORMATION

Item 1. Unaudited Financial Statements

CAESARS ENTERTAINMENT, INC.
CONSOLIDATED CONDENSED BALANCE SHEETS
(UNAUDITED)

(In millions)	**September 30, 2022**	**December 31, 2021**
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 944	$ 1,070
Restricted cash and investments	136	319
Accounts receivable, net	506	472
Inventories	46	42
Prepayments and other current assets	304	290
Assets held for sale	—	3,771
Total current assets	1,936	5,964
Investment in and advances to unconsolidated affiliates	96	158
Property and equipment, net	14,592	14,601
Gaming rights and other intangibles, net	4,779	4,920
Goodwill	11,082	11,076
Other assets, net	1,109	1,312
Total assets	$ 33,594	$ 38,031
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 300	$ 254
Accrued interest	229	320
Accrued other liabilities	1,827	1,973
Current portion of long-term debt	70	70
Liabilities related to assets held for sale	—	2,680
Total current liabilities	2,426	5,297
Long-term financing obligation	12,565	12,424
Long-term debt	12,857	13,722
Deferred income taxes	982	1,111
Other long-term liabilities	872	936
Total liabilities	29,702	33,490
Commitments and contingencies (Note 8)		
STOCKHOLDERS' EQUITY:		
Caesars stockholders' equity	3,838	4,480
Noncontrolling interests	54	61
Total stockholders' equity	3,892	4,541
Total liabilities and stockholders' equity	$ 33,594	$ 38,031

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

CAESARS ENTERTAINMENT, INC.
CONSOLIDATED CONDENSED STATEMENTS OF OPERATIONS
(UNAUDITED)

(In millions, except per share data)	**Three Months Ended September 30,**		**Nine Months Ended September 30,**	
	2022	**2021**	**2022**	**2021**
REVENUES:				
Casino and pari-mutuel commissions	$ 1,605	$ 1,510	$ 4,446	$ 4,308
Food and beverage	411	347	1,172	797
Hotel	544	511	1,446	1,122
Other	327	317	936	752
Net revenues	2,887	2,685	8,000	6,979
EXPENSES:				
Casino and pari-mutuel commissions	838	830	2,727	2,111
Food and beverage	240	210	684	484
Hotel	142	130	391	317
Other	105	114	298	262
General and administrative	529	486	1,545	1,284
Corporate	63	86	208	228
Depreciation and amortization	304	276	910	842
Transaction and other operating costs, net	7	21	(14)	113
Total operating expenses	2,228	2,153	6,749	5,641
Operating income	659	532	1,251	1,338
OTHER EXPENSE:				
Interest expense, net	(569)	(579)	(1,680)	(1,734)
Loss on extinguishment of debt	(33)	(117)	(33)	(140)
Other income (loss)	4	(153)	53	(176)
Total other expense	(598)	(849)	(1,660)	(2,050)
Income (loss) from continuing operations before income taxes	61	(317)	(409)	(712)
Benefit (provision) for income taxes	(8)	90	47	167
Net income (loss) from continuing operations, net of income taxes	53	(227)	(362)	(545)
Discontinued operations, net of income taxes	—	(4)	(386)	(38)
Net income (loss)	53	(231)	(748)	(583)
Net income attributable to noncontrolling interests	(1)	(2)	(3)	(2)
Net income (loss) attributable to Caesars	$ 52	$ (233)	$ (751)	$ (585)
Net income (loss) per share - basic and diluted:				
Basic income (loss) per share from continuing operations	$ 0.24	$ (1.08)	$ (1.70)	$ (2.60)
Basic loss per share from discontinued operations	—	(0.02)	(1.80)	(0.18)
Basic income (loss) per share	$ 0.24	$ (1.10)	$ (3.50)	$ (2.78)
Diluted income (loss) per share from continuing operations	$ 0.24	$ (1.08)	$ (1.70)	$ (2.60)
Diluted loss per share from discontinued operations	—	(0.02)	(1.80)	(0.18)
Diluted income (loss) per share	$ 0.24	$ (1.10)	$ (3.50)	$ (2.78)
Weighted average basic shares outstanding	214	214	214	211
Weighted average diluted shares outstanding	215	214	214	211

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

CAESARS ENTERTAINMENT, INC.
CONSOLIDATED CONDENSED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(UNAUDITED)

(In millions)	**Three Months Ended September 30,**		**Nine Months Ended September 30,**	
	2022	**2021**	**2022**	**2021**
Net income (loss)	$ 53	$ (231)	$ (748)	$ (583)
Foreign currency translation adjustments	110	(33)	33	(44)
Change in fair market value of interest rate swaps, net of tax	3	11	23	33
Other	—	(3)	1	(1)
Other comprehensive income (loss), net of tax	113	(25)	57	(12)
Comprehensive income (loss)	166	(256)	(691)	(595)
Comprehensive income attributable to noncontrolling interests	(1)	(2)	(3)	(2)
Comprehensive income (loss) attributable to Caesars	$ 165	$ (258)	$ (694)	$ (597)

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

CAESARS ENTERTAINMENT, INC.
CONSOLIDATED CONDENSED STATEMENTS OF STOCKHOLDERS' EQUITY
(UNAUDITED)

	Caesars Stockholders' Equity							
	Common Stock					Treasury Stock		
(In millions)	Shares	Amount	Paid-in Capital	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Income (Loss)	Amount	Non controlling Interests	Total Stockholders' Equity
Balance, December 31, 2020	208	$ —	$ 6,382	$ (1,391)	$ 34	$ (9)	$ 18	$ 5,034
Issuance of restricted stock units	—	—	23	—	—	—	—	23
Net loss	—	—	—	(423)	—	—	(1)	(424)
Other comprehensive income, net of tax	—	—	—	—	11	—	—	11
Shares withheld related to net share settlement of stock awards	—	—	(14)	—	—	—	—	(14)
Balance, March 31, 2021	208	—	6,391	(1,814)	45	(9)	17	4,630
Issuance of restricted stock units	—	—	21	—	—	—	—	21
Issuance of common stock, net	5	—	454	—	—	(14)	—	440
Net income	—	—	—	71	—	—	1	72
Other comprehensive income, net of tax	—	—	—	—	2	—	—	2
Shares withheld related to net share settlement of stock awards	—	—	(13)	—	—	—	—	(13)
Acquired noncontrolling interest	—	—	—	—	—	—	10	10
Balance, June 30, 2021	213	—	6,853	(1,743)	47	(23)	28	5,162
Issuance of restricted stock units	1	—	20	—	—	—	—	20
Net income (loss)	—	—	—	(233)	—	—	2	(231)
Other comprehensive loss, net of tax	—	—	—	—	(25)	—	—	(25)
Shares withheld related to net share settlement of stock awards	—	—	(6)	—	—	—	—	(6)
Acquired noncontrolling interests	—	—	—	—	—	—	33	33
Balance, September 30, 2021	214	$ —	$ 6,867	$ (1,976)	$ 22	$ (23)	$ 63	$ 4,953

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	Caesars Stockholders' Equity							
	Common Stock					Treasury Stock		
(In millions)	Shares	Amount	Paid-in Capital	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Income (Loss)	Amount	Non controlling Interests	Total Stockholders' Equity
Balance, December 31, 2021	214	$ —	$ 6,877	$ (2,410)	$ 36	$ (23)	$ 61	$ 4,541
Issuance of restricted stock units	—	—	25	—	—	—	—	25
Net loss	—	—	—	(680)	—	—	—	(680)
Other comprehensive loss, net of tax	—	—	—	—	(20)	—	—	(20)
Shares withheld related to net share settlement of stock awards	—	—	(20)	—	—	—	—	(20)
Balance, March 31, 2022	214	—	6,882	(3,090)	16	(23)	61	3,846
Issuance of restricted stock units	—	—	26	—	—	—	—	26
Net income (loss)	—	—	—	(123)	—	—	2	(121)
Other comprehensive loss, net of tax	—	—	—	—	(36)	—	—	(36)
Shares withheld related to net share settlement of stock awards	—	—	(3)	—	—	—	—	(3)
Transactions with noncontrolling interests	—	—	—	—	—	—	(1)	(1)
Balance, June 30, 2022	214	—	6,905	(3,213)	(20)	(23)	62	3,711
Issuance of restricted stock units	1	—	27	—	—	—	—	27
Net income	—	—	—	52	—	—	1	53
Other comprehensive income, net of tax	—	—	—	—	113	—	—	113
Shares withheld related to net share settlement of stock awards	—	—	(3)	—	—	—	—	(3)
Transactions with noncontrolling interests	—	—	—	—	—	—	(9)	(9)
Balance, September 30, 2022	215	$ —	$ 6,929	$ (3,161)	$ 93	$ (23)	$ 54	$ 3,892

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

CAESARS ENTERTAINMENT, INC.
CONSOLIDATED CONDENSED STATEMENTS OF CASH FLOWS
(UNAUDITED)

(In millions)	**Nine Months Ended September 30, 2022**	**2021**
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net cash provided by operating activities	$ 469	$ 974
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property and equipment, net	(717)	(313)
Acquisition of William Hill, net of cash acquired	—	(1,551)
Purchase of additional interest in Horseshoe Baltimore, net of cash consolidated	—	(5)
Acquisition of gaming rights and trademarks	(11)	(282)
Proceeds from sale of businesses, property and equipment, net of cash sold	21	709
Proceeds from the sale of investments	121	206
Proceeds from insurance related to property damage	36	44
Investments in unconsolidated affiliates	—	(39)
Net cash used in investing activities	(550)	(1,231)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from long-term debt and revolving credit facilities	750	1,308
Repayments of long-term debt and revolving credit facilities	(1,761)	(1,125)
Cash paid to settle convertible notes	—	(367)
Financing obligation payments	(1)	—
Debt issuance and extinguishment costs	—	(42)
Taxes paid related to net share settlement of equity awards	(26)	(33)
Net cash used in financing activities	(1,038)	(259)
CASH FLOWS FROM DISCONTINUED OPERATIONS:		
Cash flows from operating activities	(18)	(55)
Cash flows from investing activities	386	(1,453)
Cash flows from financing activities	—	591
Net cash from discontinued operations	368	(917)
Change in cash, cash equivalents and restricted cash classified as assets held for sale	—	10
Effect of foreign currency exchange rates on cash	(29)	31
Decrease in cash, cash equivalents and restricted cash	(780)	(1,392)
Cash, cash equivalents and restricted cash, beginning of period	2,021	4,280
Cash, cash equivalents and restricted cash, end of period	$ 1,241	$ 2,888
RECONCILIATION OF CASH, CASH EQUIVALENTS AND RESTRICTED CASH TO AMOUNTS REPORTED WITHIN THE CONSOLIDATED CONDENSED BALANCE SHEETS:		
Cash and cash equivalents	$ 944	$ 1,072
Restricted cash included in restricted cash and investments	136	302
Restricted and escrow cash included in other assets, net	161	1,166
Cash and cash equivalents and restricted cash held for sale - discontinued operations	—	348
Total cash, cash equivalents and restricted cash	$ 1,241	$ 2,888
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Interest paid	$ 1,571	$ 1,528
Income taxes (refunded) paid, net	18	(6)
NON-CASH INVESTING AND FINANCING ACTIVITIES:		
Payables for capital expenditures	118	72
Convertible notes settled with shares	—	440
Land contributed to joint venture	—	61

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

The accompanying consolidated condensed financial statements include the accounts of Caesars Entertainment, Inc., a Delaware corporation, and its consolidated subsidiaries which may be referred to as the "Company," "CEI," "Caesars," "we," "our," or "us" within these financial statements.

This Form 10-Q should be read in conjunction with our Annual Report on Form 10-K for the year ended December 31, 2021 (the "2021 Annual Report"). Capitalized terms used but not defined in this Form 10-Q have the same meanings as in the 2021 Annual Report.

We also refer to (i) our Consolidated Condensed Financial Statements as our "Financial Statements," (ii) our Consolidated Condensed Balance Sheets as our "Balance Sheets," (iii) our Consolidated Condensed Statements of Operations and Consolidated Condensed Statements of Comprehensive Income (Loss) as our "Statements of Operations," and (iv) our Consolidated Condensed Statements of Cash Flows as our "Statements of Cash Flows."

Note 1. Organization and Basis of Presentation

Organization

The Company is a geographically diversified gaming and hospitality company that was founded in 1973 by the Carano family with the opening of the Eldorado Hotel Casino in Reno, Nevada. Beginning in 2005, the Company grew through a series of acquisitions, including the acquisition of MTR Gaming Group, Inc. in 2014, Isle of Capri Casinos, Inc. ("Isle" or "Isle of Capri") in 2017 and Tropicana Entertainment, Inc. in 2018. On July 20, 2020, the Company completed a merger with Caesars Entertainment Corporation ("Former Caesars") pursuant to which Former Caesars became a wholly-owned subsidiary of the Company (the "Merger") and the Company changed the Company's ticker symbol on the NASDAQ Stock Market from "ERI" to "CZR." In addition, on April 22, 2021, the Company completed the acquisition of William Hill PLC (the "William Hill Acquisition"). See below for further discussion of the William Hill Acquisition.

The Company owns, leases, brands or manages an aggregate of 51 domestic properties in 16 states with approximately 52,800 slot machines, video lottery terminals and e-tables, approximately 2,800 table games and approximately 47,500 hotel rooms as of September 30, 2022. The Company operates and conducts sports wagering across 26 jurisdictions in North America, 19 of which are mobile for sports betting, and operates regulated online real money gaming businesses in six jurisdictions in North America. In addition, we have other domestic and international properties that are authorized to use the brands and marks of Caesars Entertainment, Inc., as well as other non-gaming properties. The Company's primary source of revenue is generated by its casino properties' gaming operations, retail and online sports betting, as well as online gaming, and the Company utilizes its hotels, restaurants, bars, entertainment, racing, retail shops and other services to attract customers to its properties.

The Company's operations for retail and mobile sports betting, online horse racing wagering, online casino, and online poker are included within the Caesars Digital segment. The Company has made significant investments into the interactive business with the completion of the Merger and the William Hill Acquisition. In addition, in connection with the launch and rebranding of the Caesars Sportsbook app, our Caesars Digital segment initiated a significant marketing campaign with distinguished actors, former athletes and other media personalities. As new states and jurisdictions have legalized sports betting, we have made significant upfront investments which have been executed through marketing campaigns and promotional incentives to acquire new customers and establish ourselves as an industry leader. During significant promotional periods, such as entering new jurisdictions with our Caesars Sportsbook app, the Company intends to be strategic and apply discretion to determine the duration and the level of investment for a particular jurisdiction. The Caesars Sportsbook app offers numerous pre-match and live markets, extensive odds and flexible limits, player props, and same-game parlays. Caesars Sportsbook has partnerships with the NFL, NBA, NHL and MLB and is the exclusive odds provider for ESPN and CBS Sports. The Company entered into an exclusive naming-rights partnership to rebrand the Superdome in New Orleans as the Caesars Superdome and intends to continue to create new partnerships among collegiate and professional sports teams. In addition to the Caesars Sportsbook app, the Company and NYRABets LLC, the official online wagering platform of the New York Racing Association, Inc., launched the Caesars Racebook app. The Caesars Racebook app provides access for wagers at over 300 racetracks around the world. Wagers placed can earn credits towards the Caesars Rewards program or points which can be redeemed for free wagering credits. The Company expects to continue to expand its operations in the Caesars Digital segment as new jurisdictions legalize retail and online sports betting and online horse racing wagering.

The Company has divested certain properties and other assets, including non-core properties and divestitures required by regulatory agencies. See Note 3 for a discussion of properties recently sold and Note 15 for segment information.

William Hill Acquisition

On September 30, 2020, the Company announced that it had reached an agreement with William Hill PLC on the terms of a recommended cash acquisition pursuant to which the Company would acquire the entire issued and to be issued share capital (other than shares owned by the Company or held in treasury) of William Hill PLC, in an all-cash transaction. On the acquisition date, the Company's intent was to divest of William Hill PLC's non-U.S. operations, which included the UK and international online divisions and the retail betting shops (collectively, "William Hill International") was held for sale as of the date of the closing of the William Hill Acquisition with operations reflected within discontinued operations. See Note 3. On April 22, 2021, the Company completed the acquisition of William Hill PLC for £2.9 billion, or approximately $3.9 billion. See Note 2.

In connection with the William Hill Acquisition, on April 22, 2021, a newly formed subsidiary of the Company (the "Bridge Facility Borrower") entered into a Credit Agreement (the "Bridge Credit Agreement") with certain lenders party thereto and Deutsche Bank AG, London Branch, as administrative agent and collateral agent, pursuant to which the lenders party thereto provided the Debt Financing (as defined below). The Bridge Credit Agreement provided for (a) a 540-day £1.0 billion asset sale bridge facility, (b) a 60-day £503 million cash confirmation bridge facility and (c) a 540-day £116 million revolving credit facility (collectively, the "Debt Financing"). The proceeds of the bridge loan facilities provided under the Bridge Credit Agreement were used (i) to pay a portion of the cash consideration for the acquisition and (ii) to pay fees and expenses related to the acquisition and related transactions. The £1.5 billion Interim Facilities Agreement (the "Interim Facilities Agreement") entered into on October 6, 2020 with Deutsche Bank AG, London Branch and JPMorgan Chase Bank, N.A., and amended on December 11, 2020, was terminated upon the execution of the Bridge Credit Agreement. On May 12, 2021, the Company repaid the £503 million cash confirmation bridge facility. On June 14, 2021, the Company drew down the full £116 million from the revolving credit facility and the proceeds, in addition to excess Company cash, were used to make a partial repayment of the asset sale bridge facility in the amount of £700 million.

On September 8, 2021, the Company entered into an agreement to sell William Hill International to 888 Holdings Plc for approximately £2.2 billion. In order to manage the risk of changes in the GBP denominated sales price and expected proceeds, the Company entered into foreign exchange forward contracts. See Note 7. On April 7, 2022, the Company amended the agreement to sell William Hill International to 888 Holdings Plc for a revised enterprise value of approximately £2.0 billion. The amended agreement reflected a £250 million reduction in consideration payable at closing and up to £100 million as deferred consideration to be paid to the Company, subject to 888 Holdings Plc meeting certain 2023 financial targets. During the nine months ended September 30, 2022, the Company recorded impairments to assets held for sale of $503 million within discontinued operations based on the revised and final sales prices.

On July 1, 2022, the Company completed the sale of William Hill International to 888 Holdings Plc. and outstanding borrowings under the Bridge Credit Agreement were immediately repaid. After the repayment of the Bridge Credit Agreement, other permitted leakage, and the settlement of related forward contracts, Caesars received net proceeds of $730 million. Including open market repurchases and repayments, the Company utilized all $730 million to reduce the Company's outstanding debt. See Note 9.

Basis of Presentation

The accompanying unaudited Financial Statements of the Company and its subsidiaries have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP") for interim financial information with the instructions for Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and notes required by GAAP for complete financial statements. In the opinion of management, the accompanying unaudited Financial Statements contain all adjustments, all of which are normal and recurring, considered necessary for a fair presentation. The results of operations for these interim periods are not necessarily indicative of the operating results for other quarters, for the full year or any future period.

The presentation of financial information herein for the periods after the Company's acquisition of William Hill on April 22, 2021 and the acquisition of an additional interest in Horseshoe Baltimore on August 26, 2021 is not fully comparable to the periods prior to the respective acquisitions. In addition, the presentation of financial information herein for the periods after the Company's sales of various properties is not fully comparable to the periods prior to their respective sale dates. See Note 2 for further discussion of the acquisitions and related transactions and Note 3 for properties recently sold. Additionally, certain reclassifications of prior year presentations have been made to conform to the current period presentation.

Consolidation of Subsidiaries and Variable Interest Entities

Our Financial Statements include the accounts of Caesars Entertainment, Inc. and its subsidiaries after elimination of all intercompany accounts and transactions.

We consolidate all subsidiaries in which we have a controlling financial interest and variable interest entities ("VIEs") for which we or one of our consolidated subsidiaries is the primary beneficiary. Control generally equates to ownership percentage, whereby (i) affiliates that are more than 50% owned are consolidated; (ii) investments in affiliates of 50% or less but greater than 20% are generally accounted for using the equity method where we have determined that we have significant influence over the entities; and (iii) investments in affiliates of 20% or less are generally accounted for as investments in equity securities.

We consider ourselves the primary beneficiary of a VIE when we have both the power to direct the activities that most significantly affect the results of the VIE and the right to receive benefits or the obligation to absorb losses of the entity that could be potentially significant to the VIE. We review investments for VIE consideration if a reconsideration event occurs to determine if the investment qualifies, or continues to qualify, as a VIE. If we determine an investment qualifies, or no longer qualifies, as a VIE, there may be a material effect to our Financial Statements.

Developments Related to COVID-19

Despite the resurgence of the COVID-19 Omicron variant at the beginning of the year, operations at many of our properties experienced positive trends during much of the nine months ended September 30, 2022, including higher hotel occupancy, particularly in Las Vegas, and increased gaming and food and beverage volumes. The reduction in mandates and restrictions, combined with pent up consumer demand and supplemental discretionary spend from governmental stimulus, resulted in strong results across our properties during 2021. Future variants, mandates or restrictions imposed by various regulatory bodies are uncertain and could have a significant impact on our future operations.

Recently Issued Accounting Pronouncements

Pronouncements Implemented in 2022

Effective January 1, 2022, we adopted Accounting Standards Update 2020-04 (amended through January 2021), Reference Rate Reform. We will apply this guidance to applicable contracts and instruments if, and when, they are modified. Such application is not expected to have a material effect on our Financial Statements.

Note 2. Acquisitions and Purchase Price Accounting

Acquisition of William Hill

On April 22, 2021, we completed the acquisition of William Hill PLC for cash consideration of approximately £2.9 billion, or approximately $3.9 billion, based on the GBP to USD exchange rate on the closing date.

We acquired William Hill PLC and its U.S. subsidiary, William Hill U.S. Holdco ("William Hill US" and together with William Hill PLC, "William Hill") to better position the Company to address the extensive usage of digital platforms, continued legalization in additional states and jurisdictions, and growing bettor demand, which are driving the market for online sports betting platforms in the U.S. In addition, we continue to leverage the World Series of Poker ("WSOP") brand, and license the WSOP trademarks for a variety of products and services across these digital platforms. At the time that the William Hill Acquisition was consummated, the Company's intent was to divest William Hill International.

On September 8, 2021, the Company entered into an agreement to sell William Hill International to 888 Holdings Plc for approximately £2.2 billion. On April 7, 2022, the Company amended the agreement to sell William Hill International to 888 Holdings Plc for a revised enterprise value of approximately £2.0 billion. During the nine months ended September 30, 2022, the Company recorded impairments to assets held for sale of $503 million within discontinued operations based on the revised and final sales prices. On July 1, 2022, the Company completed the sale of William Hill International to 888 Holdings Plc.

The Company previously held an equity interest in William Hill PLC and William Hill US (see Note 4). Accordingly, the acquisition was accounted for as a business combination achieved in stages, or a "step acquisition."

As mentioned above, the total purchase consideration for William Hill was approximately $3.9 billion. The estimated purchase consideration in the acquisition was determined with reference to its acquisition date fair value.

(In millions)	Consideration
Cash for outstanding William Hill common stock [(a)]	$ 3,909
Fair value of William Hill equity awards	30
Settlement of preexisting relationships (net of receivable/payable)	7
Settlement of preexisting relationships (net of previously held equity investment and off-market settlement)	(34)
Total purchase consideration	$ 3,912

[(a)] *William Hill common stock of approximately 1.0 billion shares as of the acquisition date was paid at £2.72 per share, or approximately $3.77 per share using the GBP to USD exchange rate on the acquisition date.*

Final Purchase Price Allocation

The fair values are based on management's analysis, including work performed by third-party valuation specialists, and were finalized over the one-year measurement period. The following table summarizes the allocation of the purchase consideration to the identifiable assets acquired and liabilities assumed of William Hill, with the excess recorded as goodwill as of September 30, 2022:

(In millions)	Fair Value
Other current assets	$ 164
Assets held for sale	4,337
Property and equipment, net	55
Goodwill	1,154
Intangible assets [(a)]	565
Other noncurrent assets	317
Total assets	$ 6,592
Other current liabilities	$ 242
Liabilities related to assets held for sale [(b)]	2,142
Deferred income taxes	251
Other noncurrent liabilities	35
Total liabilities	2,670
Noncontrolling interests	10
Net assets acquired	$ 3,912

[(a)] *Intangible assets consist of gaming rights valued at $80 million, trademarks valued at $27 million, developed technology valued at $110 million, reacquired rights valued at $280 million and user relationships valued at $68 million.*
[(b)] *Includes the fair value of debt of $1.1 billion related to William Hill International at the acquisition date.*

The fair values of the assets acquired and liabilities assumed were determined using the market, income, and cost approaches, or a combination. Valuation methodologies under both a market and income approach used for the identifiable net assets acquired in the William Hill Acquisition make use of Level 3 inputs, such as expected cash flows and projected financial results. The market approach indicates value for a subject asset based on available market pricing for comparable assets.

Trade receivables and payables and other current and noncurrent assets and liabilities were valued at the existing carrying values as they represented the estimated fair value of those items at the William Hill acquisition date.

Assets and liabilities held for sale substantially represent William Hill International which was valued using a combination of approaches including a market approach based on valuation multiples and EBITDA, the relief from royalty method and the replacement cost method. In addition to the approaches described, our estimates have been updated to reflect the sale price of William Hill International in the sale to 888 Holdings Plc, described above.

The acquired net assets of William Hill included certain investments in common stock. Investments with a publicly available share price were valued using the share price on the acquisition date. Investments without publicly available share data were valued at their carrying value, which approximated fair value.

Other personal property assets such as furniture, equipment, computer hardware, and fixtures were valued using a cost approach which determined that the carrying values represented fair value of those items at the William Hill acquisition date.

Trademarks and developed technology were valued using the relief from royalty method, which presumes that without ownership of such trademarks or technology, the Company would have to make a series of payments to the assets' owner in return for the right to use their brand or technology. By virtue of their ownership of the respective intangible assets, the Company avoids any such payments and records the related intangible value. The estimated useful lives of the trademarks and developed technology are approximately 15 years and six years, respectively, from the acquisition date.

Online user relationships are valued using a cost approach based on the estimated marketing and promotional cost to acquire the new active user base if the user relationships were not already in place and needed to be replaced. We estimate the useful life of the user relationships to be approximately three years from the acquisition date.

Operating agreements with non-Caesars entities allowed William Hill to operate retail and online sportsbooks as well as online gaming within certain states. These agreements are valued using the excess earnings method, estimating the projected profits of the business attributable to the rights afforded through the agreements, adjusted for returns of other assets that contribute to the generation of this profit, such as working capital, fixed assets and other intangible assets. We estimate the useful life of these operating agreements to be approximately 20 years from the acquisition date and have included them within amortizing gaming rights.

The reacquired rights intangible asset represents the estimated fair value of the Company's share of William Hill's forecasted profits arising from the prior contractual arrangement with the Company to operate retail and online sportsbooks and online gaming. This fair value estimate was determined using the excess earnings method, an income-based approach that reflects the present value of the future profit William Hill expected to earn over the remaining term of the contract, adjusted for returns of other assets that contribute to the generation of this profit, such as working capital, fixed assets and other intangible assets. The forecasted profit used within this valuation is adjusted for the settlement of the preexisting relationship noted previously in the calculation of the purchase consideration in order to avoid double counting of this settlement. Reacquired rights are amortizable over the remaining contractual period of the contract in which the rights were granted and estimated to be approximately 24 years from the acquisition date.

Goodwill is the result of expected synergies from the operations of the combined company and future customer relationships including the brand names and strategic partner relationships of Caesars and the technology and assembled workforce of William Hill. The goodwill acquired will not generate amortization deductions for income tax purposes.

The fair value of long-term debt assumed has been calculated based on market quotes.

The Company recognized acquisition-related transaction costs of $2 million and $5 million for the three months ended September 30, 2022 and 2021, respectively, and $10 million and $60 million for the nine months ended September 30, 2022 and 2021, respectively, excluding additional transaction costs associated with the sale of William Hill International. These costs were primarily associated with legal, professional services and severance costs and were recorded in Transaction and other operating costs, net in our Statements of Operations.

For the period of January 1, 2022 through September 30, 2022, the operations of William Hill resulted in net revenues of $183 million, excluding discontinued operations (see Note 3), and a net loss of $1.3 billion.

Unaudited Pro Forma Financial Information

The following unaudited pro forma financial information is presented to illustrate the estimated effects of the William Hill Acquisition as if it had occurred on January 1, 2020. The pro forma amounts include the historical operating results of the Company and William Hill prior to the acquisition, with adjustments directly attributable to the acquisition. The pro forma results include adjustments and consequential tax effects to reflect incremental amortization expense to be incurred based on preliminary fair values of the identifiable intangible assets acquired, eliminate gains and losses related to certain investments and adjustments to the timing of acquisition related costs and expenses incurred during the three and nine months ended September 30, 2021. The unaudited pro forma financial information is not necessarily indicative of the financial position or results that would have occurred had the William Hill Acquisition been consummated as of the dates indicated, nor is it indicative of any future results. In addition, the unaudited pro forma financial information does not reflect the expected realization of any synergies or cost savings associated with the acquisition.

(In millions)	Three Months Ended September 30, 2021	Nine Months Ended September 30, 2021
Net revenues	$ 2,685	$ 7,106
Net loss	(155)	(427)
Net loss attributable to Caesars	(157)	(429)

Consolidation of Horseshoe Baltimore

On August 26, 2021 (the "Consolidation Date"), the Company increased its ownership interest in Horseshoe Baltimore, a property which it also manages, to approximately 75.8% for cash consideration of $55 million. Subsequent to the change in ownership, the Company was determined to have a controlling financial interest and began to consolidate the operations of Horseshoe Baltimore.

Prior to the purchase, the Company held an interest in Horseshoe Baltimore of approximately 44.3% which was accounted for as an equity method investment.

(In millions)	Consideration
Cash for additional ownership interest	$ 55
Preexisting relationships (net of receivable/payable)	18
Preexisting relationships (previously held equity investment)	81
Total purchase consideration	$ 154

Final Purchase Price Allocation

The fair values are based on management's analysis, including work performed by a third-party valuation specialist, and were finalized over the one-year measurement period. The following table summarizes the allocation of the purchase consideration to the identifiable assets and liabilities of Horseshoe Baltimore, with the excess recorded as goodwill as of September 30, 2022:

(In millions)	Fair Value
Current assets	$ 60
Property and equipment, net	317
Goodwill	63
Intangible assets [(a)]	53
Other noncurrent assets	183
Total assets	$ 676
Current liabilities	$ 26
Long-term debt	272
Other long-term liabilities	182
Total liabilities	480
Noncontrolling interests	42
Net assets acquired	$ 154

[(a)] *Intangible assets consist of gaming rights valued at $43 million and customer relationships valued at $10 million.*

The fair values of the assets acquired and liabilities assumed were determined using the market, income, and cost approaches, or a combination. Valuation methodologies under both a market and income approach used for the identifiable net assets of Horseshoe Baltimore on the Consolidation Date make use of Level 3 inputs, such as expected cash flows and projected financial results. The market approach indicates value for a subject asset based on available market pricing for comparable assets.

Trade receivables and payables and other current and noncurrent assets and liabilities were valued at the existing carrying values as they represented the estimated fair value of those items on the Consolidation Date.

Other personal property assets such as furniture, equipment, computer hardware, and fixtures were valued at the existing carrying values as they closely represented the estimated fair value of those items on the Consolidation Date.

The fair value of the buildings and improvements were estimated via the income approach. The remaining estimated useful life of the buildings and improvements on the Consolidation Date is 40 years.

The right of use asset and operating lease liability related to a ground lease for the site on which Horseshoe Baltimore is located was recorded at fair value and will be amortized over the estimated remaining useful life due to changes in the underlying fair value and estimated remaining useful life of the building and improvements. Renewal options are considered to be reasonably certain. The income approach was used to determine fair value, based on the estimated present value of the future lease payments over the lease term, including renewal options, using an incremental borrowing rate of approximately 7.6%.

Customer relationships are valued using an income approach, comparing the prospective cash flows with and without the customer relationships in place to estimate the fair value of the customer relationships, with the fair value assumed to be equal to the discounted cash flows of the business that would be lost if the customer relationships were not in place and needed to be replaced. We estimate the useful life of these customer relationships to be approximately seven years from the Consolidation Date.

The fair value of the gaming rights was determined using the excess earnings method, which is an income approach methodology that estimates the projected cash flows of the business attributable to the gaming license intangible asset, which is net of charges for the use of other identifiable assets of the business including working capital, fixed assets and other intangible assets. The acquired gaming rights are considered to have an indefinite life.

The goodwill acquired will generate amortization deductions for income tax purposes.

The fair value of long-term debt has been calculated based on market quotes.

For the period of January 1, 2022 through September 30, 2022, the operations of Horseshoe Baltimore generated net revenues of $175 million, and net income of $8 million.

Unaudited Pro Forma Financial Information

The following unaudited pro forma financial information is presented to illustrate the estimated effects of the Horseshoe Baltimore consolidation as if it had occurred on January 1, 2020. The pro forma amounts included the historical operating results of the Company and Horseshoe Baltimore prior to the consolidation. The pro forma results include adjustments and consequential tax effects to reflect incremental amortization expense to be incurred based on preliminary fair values of the identifiable intangible assets acquired and adjustments to eliminate certain revenues and expenses which are considered intercompany activities. The unaudited pro forma financial information is not necessarily indicative of the financial results that would have occurred had the consolidation of Horseshoe Baltimore occurred as of the dates indicated, nor is it indicative of any future results. In addition, the unaudited pro forma financial information does not reflect the expected realization of any synergies or cost savings associated with the consolidation.

(In millions)	**Three Months Ended September 30, 2021**	**Nine Months Ended September 30, 2021**
Net revenues	$ 2,718	$ 7,102
Net loss	(265)	(611)
Net loss attributable to Caesars	(268)	(617)

Note 3. Assets Held for Sale

The Company periodically divests assets to raise capital or, in previous cases, to comply with conditions, terms, obligations or restrictions imposed by antitrust, gaming and other regulatory entities. The carrying value of the net assets held for sale are compared to the expected selling price and any expected losses are recorded immediately. Gains or losses associated with the disposal of assets held for sale are recorded within other operating costs, unless the assets represent a discontinued operation.

Held for sale - Sold

Baton Rouge, MontBleu and Evansville Divestitures

On May 5, 2022, the Company consummated the sale of the equity interests of Belle of Baton Rouge Casino & Hotel (“Baton Rouge”) to CQ Holding Company, Inc., subject to a customary working capital adjustment, resulting in a loss of $3 million. Baton Rouge was within the Regional segment.

On April 6, 2021, the Company consummated the sale of the equity interests of MontBleu Casino Resort & Spa ("MontBleu") to Bally's Corporation for $15 million, subject to a customary working capital adjustment, resulting in a gain of less than $1 million. The Company received the payment in full on April 5, 2022. MontBleu was within the Regional segment.

On June 3, 2021, the Company consummated the sale of the real property and equity interests of Tropicana Evansville ("Evansville") to Gaming and Leisure Properties, Inc. ("GLPI") and Bally's Corporation (formerly Twin River Worldwide Holdings, Inc.), respectively, for $480 million, subject to a customary working capital adjustment, resulting in a gain of $12 million. Evansville was within the Regional segment.

The following information presents the net revenues and net income (loss) of previously held for sale properties, which were recently sold:

	Baton Rouge	
(In millions)	**Three Months Ended September 30, 2022**	**Nine Months Ended September 30, 2022**
Net revenues	$ —	$ 6
Net loss	—	(1)

	Three Months Ended September 30, 2021			Nine Months Ended September 30, 2021		
(In millions)	**Baton Rouge**	**MontBleu**	**Evansville**	**Baton Rouge**	**MontBleu**	**Evansville**
Net revenues	$ 4	$ —	$ —	$ 13	$ 11	$ 58
Net income (loss)	(2)	—	—	(3)	4	26

The assets and liabilities held for sale were as follows as of December 31, 2021:

	Baton Rouge
(In millions)	**December 31, 2021**
Assets:	
Cash	$ 3
Property and equipment, net	2
Other assets, net	1
Assets held for sale	$ 6
Liabilities:	
Current liabilities	$ 3
Other long-term liabilities	1
Liabilities related to assets held for sale	$ 4

Held for sale - Discontinued operations

On the closing date of the Merger, Harrah's Louisiana Downs, Caesars Southern Indiana and Caesars UK Group, which includes Emerald Resorts & Casino met held for sale criteria. The operations of these properties, until their respective date of divestiture, have been presented within discontinued operations. Additionally, at the time that the William Hill Acquisition was consummated, the Company's intent was to divest William Hill International. Accordingly, the assets and liabilities of these reporting units were classified as held for sale with operations presented within discontinued operations. See Note 1 and Note 2.

On September 3, 2020, the Company and VICI Properties L.P., a Delaware limited partnership ("VICI") entered into an agreement to sell the equity interests of Harrah's Louisiana Downs to Rubico Acquisition Corp. for $22 million, subject to a customary working capital adjustment. On November 1, 2021, the sale of Harrah's Louisiana Downs was completed and proceeds were split between the Company and VICI. The annual base rent payments under the Regional Master Lease between Caesars and VICI remained unchanged.

On December 24, 2020, the Company entered into an agreement to sell the equity interests of Caesars Southern Indiana to the Eastern Band of Cherokee Indians ("EBCI") for $250 million, subject to customary purchase price adjustments. On September 3, 2021, the Company completed the sale of Caesars Southern Indiana, resulting in a gain of $12 million. In connection with this transaction, the Company's annual base rent payments to VICI under the Regional Master Lease were reduced by $33 million. Additionally, the Company and EBCI entered into a 10-year brand license agreement for the continued use of the Caesars brand and Caesars Rewards loyalty program at Caesars Southern Indiana. The agreement contains cancellation rights in exchange for a termination fee at the buyer's discretion following the fifth anniversary of the agreement.

On July 16, 2021, the Company completed the sale of Caesars UK Group, in which the buyer assumed all liabilities associated with the Caesars UK Group, and recorded an impairment of $14 million within discontinued operations.

The following information presents the net revenues and net income (loss) for the Company's properties that are part of discontinued operations for the three and nine months ended September 30, 2022 and 2021:

	William Hill International	
(In millions)	**Three Months Ended September 30, 2022**	**Nine Months Ended September 30, 2022**
Net revenues	$ —	$ 820
Net loss	—	(448)

	Three Months Ended September 30, 2021				Nine Months Ended September 30, 2021			
(In millions)	**Harrah's Louisiana Downs**	**Caesars UK Group**	**Caesars Southern Indiana**	**William Hill International**	**Harrah's Louisiana Downs**	**Caesars UK Group**	**Caesars Southern Indiana**	**William Hill International**
Net revenues	$ 13	$ —	$ 41	$ 454	$ 42	$ 30	$ 155	$ 797
Net income (loss)	3	(1)	18	(39)	12	(30)	27	(41)

Not included in table above are assets and liabilities held for sale of $3.8 billion and $2.7 billion, respectively, as of December 31, 2021, related to William Hill International that were divested on July 1, 2022. Liabilities held for sale as of December 31, 2021 includes $617 million of debt related to the Bridge Credit Agreement, which was repaid upon the sale of William Hill International on July 1, 2022, as described in Note 1. The Bridge Credit Agreement included a financial covenant requiring the Bridge Facility Borrower to maintain a maximum total net leverage ratio of 10.50 to 1.00. The borrowings under the Bridge Credit Agreement were guaranteed by the Bridge Facility Borrower and its material wholly-owned subsidiaries (subject to exceptions), and were secured by a pledge of substantially all of the existing and future property and assets of the Bridge Facility Borrower and the guarantors (subject to exceptions). In addition, $850 million of debt was held for sale related to two trust deeds assumed in the William Hill Acquisition. One trust deed related to £350 million aggregate principal amount of 4.750% Senior Notes due 2026, and the other trust deed related to £350 million aggregate principal amount of 4.875% Senior Notes due 2023. Each of the trust deeds contained a put option due to a change in control which allowed noteholders to require the Company to purchase the notes at 101% of the principal amount with interest accrued. The put period expired on July 26, 2021, and approximately £1 million of debt was repurchased. No financial covenants were noted related to the two trust deeds assumed in the William Hill Acquisition. The two trust deeds were included within liabilities held for sale, which were disposed of on July 1, 2022 with the completion of the sale of William Hill International.

Note 4. Investments in and Advances to Unconsolidated Affiliates

William Hill

The Company previously entered into a 25-year agreement which granted William Hill the right to conduct betting activities, including operating our sportsbooks, and conduct certain real money online gaming activities. On April 22, 2021, the Company consummated its previously announced acquisition of William Hill PLC in an all-cash transaction. Prior to the acquisition, the Company accounted for its investment in William Hill PLC as an investment in equity securities and William Hill US as an equity method investment. See Note 2 for further detail on the consideration transferred and the allocation of the purchase price.

NeoGames

The acquired net assets of William Hill included an investment in publicly traded common stock of NeoGames S.A. ("NeoGames"), a global leader of iLottery solutions and services to national and state-regulated lotteries, and other investments. On September 16, 2021, the Company sold a portion of its shares of NeoGames common stock for $136 million which decreased the Company's ownership interest from 24.5% to 8.4%. Additionally, on March 14, 2022 the Company sold its remaining 2 million shares at fair value for $26 million and recorded a loss on the change in fair value of $34 million during the nine months ended September 30, 2022, which is included within Other income (loss) on the Statements of Operations.

Pompano Joint Venture

In April 2018, the Company entered into a joint venture with Cordish Companies ("Cordish") to plan and develop a mixed-use entertainment and hospitality destination expected to be located on unused land adjacent to the casino and racetrack at the Company's Pompano property. As the managing member, Cordish will operate the business and manage the development, construction, financing, marketing, leasing, maintenance and day-to-day operation of the various phases of the project.

Additionally, Cordish will be responsible for the development of the master plan for the project with the Company's input and will submit it for the Company's review and approval. In June 2021, the joint venture issued a capital call and we contributed $3 million, for a total of $4 million in cash since inception of the joint venture. On February 12, 2021, the Company contributed 186 acres to the joint venture with a fair value of $61 million. Total contributions of approximately 206 acres of land have been made with a fair value of approximately $69 million and the Company has no further obligation to contribute additional real estate or cash as of September 30, 2022. We entered into a short-term lease agreement in February 2021, which we can cancel at any time, to lease back a portion of the land from the joint venture.

While the Company holds a 50% variable interest in the joint venture, it is not the primary beneficiary; as such the investment in the joint venture is accounted for using the equity method. The Company participates evenly with Cordish in the profits and losses of the joint venture, which are included in Transaction and other operating costs, net on the Statements of Operations.

As of September 30, 2022 and December 31, 2021, the Company's investment in the joint venture is recorded in Investment in and advances to unconsolidated affiliates on the Balance Sheets.

Note 5. Property and Equipment

(In millions)	**September 30, 2022**	**December 31, 2021**
Land	$ 2,092	$ 2,125
Buildings, riverboats, and leasehold and land improvements	12,827	12,433
Furniture, fixtures, and equipment	1,943	1,650
Construction in progress	470	395
Total property and equipment	17,332	16,603
Less: accumulated depreciation	(2,740)	(2,002)
Total property and equipment, net	$ 14,592	$ 14,601

Our property and equipment are subject to various operating leases for which we are the lessor. We lease our property and equipment related to our hotel rooms, convention space and retail space through various short-term and long-term operating leases.

Depreciation Expense

	Three Months Ended September 30,		**Nine Months Ended September 30,**	
(In millions)	**2022**	**2021**	**2022**	**2021**
Depreciation expense	$ 260	$ 237	$ 758	$ 746

Depreciation is calculated using the straight-line method over the shorter of the estimated useful life of the asset or the related lease.

Note 6. Goodwill and Intangible Assets, net

The purchase price of an acquisition is allocated to the underlying assets acquired and liabilities assumed based upon their estimated fair values at the date of acquisition. The Company determines the estimated fair values after review and consideration of relevant information including discounted cash flows, quoted market prices and estimates made by management. To the extent the purchase price exceeds the fair value of the net identifiable tangible and intangible assets acquired and liabilities assumed, such excess is recorded as goodwill.

Changes in Carrying Value of Goodwill and Other Intangible Assets

		Non-Amortizing Intangible Assets	
(In millions)	**Amortizing Intangible Assets**	**Goodwill**	**Other**
December 31, 2021	$ 1,209	$ 11,076	$ 3,711
Amortization	(152)	—	—
Acquisition of gaming rights	10	—	1
Other [(a)]	28	6	(28)
September 30, 2022	$ 1,095	$ 11,082	$ 3,684

[(a)] *Reclassification of gaming rights, with a value of $28 million, from non-amortizing to amortizing and a purchase price adjustment to Goodwill related to the William Hill Acquisition.*

Gross Carrying Value and Accumulated Amortization of Intangible Assets Other Than Goodwill

		September 30, 2022			December 31, 2021		
(Dollars in millions)	**Useful Life**	**Gross Carrying Amount**	**Accumulated Amortization**	**Net Carrying Amount**	**Gross Carrying Amount**	**Accumulated Amortization**	**Net Carrying Amount**
Amortizing intangible assets							
Customer relationships	3 - 7 years	$ 587	$ (255)	$ 332	$ 587	$ (187)	$ 400
Gaming rights and other	10 - 34 years	212	(14)	198	174	(7)	167
Trademarks	15 years	307	(62)	245	322	(21)	301
Reacquired rights	24 years	250	(15)	235	250	(7)	243
Technology	6 years	110	(25)	85	110	(12)	98
		$ 1,466	$ (371)	1,095	$ 1,443	$ (234)	1,209
Non-amortizing intangible assets							
Trademarks				1,998			1,998
Gaming rights				1,163			1,190
Caesars Rewards				523			523
				3,684			3,711
Total amortizing and non-amortizing intangible assets, net				$ 4,779			$ 4,920

Amortization expense with respect to intangible assets for the three months ended September 30, 2022 and 2021 totaled $44 million and $39 million, respectively, and for the nine months ended September 30, 2022 and 2021 totaled $152 million and $96 million, respectively, which is included in depreciation and amortization in the Statements of Operations.

Estimated Five-Year Amortization

		Years Ended December 31,				
(In millions)	**Remaining 2022**	**2023**	**2024**	**2025**	**2026**	**2027**
Estimated annual amortization expense	$ 35	$ 141	$ 126	$ 119	$ 119	$ 76

Note 7. Fair Value Measurements

Items Measured at Fair Value on a Recurring Basis

The following table sets forth the assets and liabilities measured at fair value on a recurring basis, by input level, in the Balance Sheets:

	September 30, 2022			
(In millions)	**Level 1**	**Level 2**	**Level 3**	**Total**
Assets:				
Marketable securities	$ 2	$ 2	$ —	$ 4
Derivative instruments - interest rate swaps	—	3	—	3
Total assets at fair value	$ 2	$ 5	$ —	$ 7

	December 31, 2021			
(In millions)	**Level 1**	**Level 2**	**Level 3**	**Total**
Assets:				
Restricted cash	$ 1	$ 1	$ —	$ 2
Marketable securities	69	9	—	78
Derivative instruments - FX forward	—	1	—	1
Total assets at fair value	$ 70	$ 11	$ —	$ 81
Liabilities:				
Derivative instruments - interest rate swaps	$ —	$ 28	$ —	$ 28
Derivative instruments - FX forward	—	16	—	16
Total liabilities at fair value	$ —	$ 44	$ —	$ 44

Restricted Cash

The estimated fair values of the Company's restricted cash are based upon quoted prices available in active markets (Level 1), or quoted prices for similar assets in active and inactive markets (Level 2) and represent the amounts the Company would expect to receive if the Company sold the restricted cash. Restricted cash classified as Level 1 includes cash equivalents held in short-term certificate of deposit accounts or money market type funds. Restricted cash that is not subject to remeasurement on a recurring basis is not included in the table above.

Marketable Securities

Marketable securities consist primarily of trading securities held by the Company's captive insurance subsidiary and investments acquired in the William Hill Acquisition. See Note 4. These investments also include collateral for several escrow and trust agreements with third-party beneficiaries. The estimated fair values of the Company's marketable securities are determined on an individual asset basis based upon quoted prices of identical assets available in active markets (Level 1), quoted prices of identical assets in inactive markets, or quoted prices for similar assets in active and inactive markets (Level 2), and represent the amounts the Company would expect to receive if the Company sold these marketable securities.

Derivative Instruments

The Company does not purchase or hold any derivative financial instruments for trading purposes.

Forward contracts

The Company entered into several foreign exchange forward contracts with third parties to hedge the risk of fluctuations in the foreign exchange rates between USD and GBP. During the three months ended September 30, 2021, the Company recorded a total gain of $16 million, and for the nine months ended September 30, 2022 and 2021 the Company recorded total gains of $76 million and $26 million, respectively, related to forward contracts, which have been recorded in the Other income (loss) on the Statements of Operations. All forward contracts have been settled as of July 1, 2022.

Interest Rate Swap Derivatives

We assumed Former Caesars' interest rate swaps to manage the mix of assumed debt between fixed and variable rate instruments. As of September 30, 2022, we have four interest rate swap agreements to fix the interest rate on $1.3 billion of variable rate debt related to the Caesars Resort Collection ("CRC") Credit Agreement. The interest rate swaps are designated as cash flow hedging instruments. The difference to be paid or received under the terms of the interest rate swap agreements is accrued as interest rates change and recognized as an adjustment to interest expense at settlement. Changes in the variable interest rates to be received pursuant to the terms of the interest rate swap agreements will have a corresponding effect on future cash flows.

The major terms of the interest rate swap agreements as of September 30, 2022 are as follows:

Effective Date	Notional Amount *(In millions)*	Fixed Rate Paid	Variable Rate Received as of September 30, 2022	Maturity Date
1/1/2019	250	2.274%	2.5239%	12/31/2022
1/1/2019	200	2.828%	2.5239%	12/31/2022
1/1/2019	200	2.828%	2.5239%	12/31/2022
1/1/2019	600	2.739%	2.5239%	12/31/2022

Valuation Methodology

The estimated fair values of our interest rate swap derivative instruments are derived from market prices obtained from dealer quotes for similar, but not identical, assets or liabilities. Such quotes represent the estimated amounts we would receive or pay to terminate the contracts. The interest rate swap derivative instruments are included in either Other assets, net or Other long-term liabilities on our Balance Sheets. Our derivatives are recorded at their fair values, adjusted for the credit rating of the counterparty if the derivative is an asset, or adjusted for the credit rating of the Company if the derivative is a liability. None of our derivative instruments are offset and all were classified as Level 2.

Financial Statement Effect

The effect of derivative instruments designated as hedging instruments on the Balance Sheets for amounts transferred into Accumulated other comprehensive income (loss) (“AOCI”) before tax was a gain of $4 million and $15 million during the three months ended September 30, 2022 and 2021, respectively, and a gain of $31 million and $44 million during the nine months ended September 30, 2022 and 2021, respectively. AOCI reclassified to Interest expense on the Statements of Operations was $2 million and $15 million for the three months ended September 30, 2022 and 2021, respectively, and $16 million and $44 million for the nine months ended September 30, 2022 and 2021, respectively. As of September 30, 2022, the interest rate swaps derivative asset of $3 million was recorded in Other assets, net, and as of December 31, 2021, the interest rate swaps derivative liability of $28 million was recorded in Other long-term liabilities. Net settlement of these interest rate swaps results in the reclassification of deferred gains and losses within AOCI to be reclassified to the income statement as a component of interest expense as settlements occur. The estimated amount of existing gains or losses that are reported in AOCI at the reporting date that are expected to be reclassified into earnings within the next 12 months is $3 million.

Accumulated Other Comprehensive Income

The changes in AOCI by component, net of tax, for the periods through September 30, 2022 and 2021 are shown below.

(In millions)	Unrealized Net Gains on Derivative Instruments	Foreign Currency Translation Adjustments	Other	Total
Balances as of December 31, 2020	$ 26	$ 8	$ —	$ 34
Other comprehensive loss before reclassifications	(2)	—	(1)	(3)
Amounts reclassified from accumulated other comprehensive income	14	—	—	14
Total other comprehensive income (loss), net of tax	12	—	(1)	11
Balances as of March 31, 2021	$ 38	$ 8	$ (1)	$ 45
Other comprehensive income (loss) before reclassifications	(5)	(11)	3	(13)
Amounts reclassified from accumulated other comprehensive income	15	—	—	15
Total other comprehensive income (loss), net of tax	10	(11)	3	2
Balances as of June 30, 2021	$ 48	$ (3)	$ 2	$ 47
Other comprehensive loss before reclassifications	(4)	(33)	(3)	(40)
Amounts reclassified from accumulated other comprehensive income	15	—	—	15
Total other comprehensive income (loss), net of tax	11	(33)	(3)	(25)
Balances as of September 30, 2021	$ 59	$ (36)	$ (1)	$ 22
Balances as of December 31, 2021	$ 73	$ (36)	$ (1)	$ 36
Other comprehensive income (loss) before reclassifications	5	(33)	—	(28)
Amounts reclassified from accumulated other comprehensive income	8	—	—	8
Total other comprehensive income (loss), net of tax	13	(33)	—	(20)
Balances as of March 31, 2022	$ 86	$ (69)	$ (1)	$ 16
Other comprehensive income (loss) before reclassifications	1	(44)	1	(42)
Amounts reclassified from accumulated other comprehensive income	6	—	—	6
Total other comprehensive income (loss), net of tax	7	(44)	1	(36)
Balances as of June 30, 2022	$ 93	$ (113)	$ —	$ (20)
Other comprehensive income before reclassifications	1	110	—	111
Amounts reclassified from accumulated other comprehensive income	2	—	—	2
Total other comprehensive income, net of tax	3	110	—	113
Balances as of September 30, 2022	$ 96	$ (3)	$ —	$ 93

Note 8. Litigation, Commitments and Contingencies

Litigation

General

We are a party to various legal proceedings, which have arisen in the normal course of our business. Such proceedings can be costly, time consuming and unpredictable and, therefore, no assurance can be given that the final outcome of such proceedings will not materially impact our consolidated financial condition or results of operations. Estimated losses are accrued for these proceedings when the loss is probable and can be estimated. While we maintain insurance coverage that we believe is adequate to mitigate the risks of such proceedings, no assurance can be given that the amount or scope of existing insurance coverage will be sufficient to cover losses arising from such matters. The current liability for the estimated losses associated with these proceedings is not material to our consolidated financial condition and those estimated losses are not expected to have a material impact on our results of operations.

COVID-19 Insurance Claims

The COVID-19 public health emergency had a significant impact on the Company's business and employees, as well as the communities where the Company operates and serves. The Company purchased broad property insurance coverage to protect against "all risk of physical loss or damage" and resulting business interruption, unless specifically excluded by policies. The Company submitted claims for losses incurred as a result of the COVID-19 public health emergency which are expected to exceed $2 billion. The insurance carriers under the Company's insurance policies have asserted that the policies do not cover losses incurred by the Company as a result of the COVID-19 public health emergency and have refused to make payments under the applicable policies. Therefore, on March 19, 2021, the Company filed a lawsuit against its insurance carriers in the state court in Clark County, Nevada. On June 8, 2021, the Company filed an amended complaint. Litigation is proceeding and there can be no assurance as to the outcome of the litigation.

Contractual Commitments

Capital Commitments

Harrah's New Orleans

In April 2020, the Company and the State of Louisiana, by and through the Louisiana Gaming Control Board, entered into an Amended and Restated Casino Operating Contract. Additionally, the Company, New Orleans Building Corporation and the City entered into a Second Amended and Restated Lease Agreement. Based on these amendments related to Harrah's New Orleans, the Company is required to make a capital investment of $325 million on or around Harrah's New Orleans by July 15, 2024. The capital investment will include a renovation and full interior and exterior redesign, updated casino floor, new culinary experiences and a new 340 room hotel tower as part of the project to rebrand the property to Caesars New Orleans. As of September 30, 2022, total capital expenditures were $87 million.

Atlantic City

As required by the New Jersey Gaming Control Board in connection with its approval of the Merger, we have funded $400 million in escrow to provide funds for a three year capital expenditure plan in the state of New Jersey. This amount is currently included in restricted cash in Other assets, net. As of September 30, 2022 and December 31, 2021, our restricted cash balance in the escrow account was $141 million and $297 million, respectively, for future capital expenditures in New Jersey.

Sports Sponsorship/Partnership Obligations

We have agreements with certain professional sports leagues and teams, sporting event facilities and media companies for tickets, suites, advertising, marketing, promotional and sponsorship opportunities including communication with partner customer databases. Additionally, a selection of such partnerships provide Caesars with exclusivity to access the aforementioned rights within the casino and/or sports betting category. In connection with the launch of the Caesars Sportsbook app, we entered into a significant marketing campaign with distinguished actors, former athletes and other media personalities. As of September 30, 2022 and December 31, 2021, obligations related to these agreements were $925 million and $997 million, respectively, which include obligations assumed in the William Hill Acquisition, with contracts extending through 2040. These obligations include leasing of event suites that are generally considered short term leases for which we do not record a right of use asset or lease liability. We recognize expenses in the period services are received in accordance with the various agreements. In addition, assets or liabilities may be recorded related to the timing of payments as required by the respective agreement.

Self-Insurance

We are self-insured for workers compensation and other risk insurance, as well as health insurance and general liability. Our total estimated self-insurance liability as of September 30, 2022 and December 31, 2021, was $207 million and $221 million, respectively, which is included in Accrued other liabilities in our Balance Sheets.

The assumptions utilized by our actuaries are subject to significant uncertainty and if outcomes differ from these assumptions or events develop or progress in a negative manner, the Company could experience a material adverse effect and additional liabilities may be recorded in the future.

Contingencies

Weather disruption - Lake Charles

On August 27, 2020, Hurricane Laura made landfall on Lake Charles, Louisiana as a Category 4 storm severely damaging the Isle of Capri Casino Hotel Lake Charles. During the nine months ended September 30, 2022, the Company reached a final settlement agreement with the insurance carriers for a total amount of $128 million, before our insurance deductible of $25 million. The Company has received a total of $103 million related to damaged fixed assets, remediation costs and business interruption.

No gain or loss was recorded during the three months ended September 30, 2022 and 2021, respectively. The Company recorded gains of $38 million and $22 million during the nine months ended September 30, 2022 and 2021, respectively, which are included in Transaction and other operating costs, net in our Statements of Operations, as proceeds received for the cost to replace damaged property were in excess of the respective carrying value of the assets. The new land-based casino, Horseshoe Lake Charles, will open on December 12, 2022.

Note 9. Long-Term Debt

			September 30, 2022		December 31, 2021
(Dollars in millions)	**Final Maturity**	**Rates**	**Face Value**	**Book Value**	**Book Value**
Secured Debt					
CRC Revolving Credit Facility [(a)]	2022	variable	$ —	$ —	$ —
Baltimore Revolving Credit Facility	2023	variable	—	—	—
Baltimore Term Loan	2024	variable	277	272	275
CRC Term Loan	2024	variable	4,377	4,136	4,190
CEI Revolving Credit Facility	2025	variable	—	—	—
CRC Incremental Term Loan	2025	variable	1,009	975	1,705
CRC Senior Secured Notes	2025	5.750%	989	977	985
CEI Senior Secured Notes	2025	6.250%	3,400	3,357	3,346
Convention Center Mortgage Loan	2025	8.011%	400	400	399
Unsecured Debt					
CEI Senior Notes	2027	8.125%	1,611	1,588	1,673
Senior Notes	2029	4.625%	1,200	1,185	1,183
Special Improvement District Bonds	2037	4.300%	47	47	49
Long-term notes and other payables			2	2	2
Total debt			13,312	12,939	13,807
Current portion of long-term debt			(70)	(70)	(70)
Deferred finance charges associated with the CEI Revolving Credit Facility			—	(12)	(15)
Long-term debt			$ 13,242	$ 12,857	$ 13,722
Unamortized discounts and deferred finance charges				$ 385	$ 531
Fair value			$ 12,691		

[(a)] *On October 5, 2022, in connection with the amendment to the CEI Credit Agreement, the Company terminated the CRC Revolving Credit Facility. See "Subsequent Amendment to the CEI Credit Agreement" below.*

Annual Estimated Debt Service Requirements as of September 30, 2022

(In millions)	Remaining 2022	Years Ended December 31, 2023	2024	2025	2026	Thereafter	Total
Annual maturities of long-term debt	$ 18	$ 70	$ 4,611	$ 5,760	$ 3	$ 2,850	$ 13,312
Estimated interest payments	140	910	850	520	190	310	2,920
Total debt service obligation [(a)]	$ 158	$ 980	$ 5,461	$ 6,280	$ 193	$ 3,160	$ 16,232

[(a)] *Debt principal and interest payments are estimated amounts based on contractual maturity and scheduled repayment dates. Interest payments are estimated based on the forward-looking LIBOR curve, where applicable, and include the estimated impact of the four interest rate swap agreements related to our CRC Credit Agreement (see Note 7). Actual payments may differ from these estimates.*

Current Portion of Long-Term Debt

The current portion of long-term debt as of September 30, 2022 includes the principal payments on the term loans, other unsecured borrowings, and special improvement district bonds that are contractually due within 12 months. The Company may, from time to time, seek to repurchase its outstanding indebtedness. Any such purchases may be funded by existing cash balances or the incurrence of debt. The amount and timing of any repurchase will be based on business and market conditions, capital availability, compliance with debt covenants and other considerations.

Debt Discounts or Premiums and Deferred Finance Charges

Debt discounts or premiums and deferred finance charges incurred in connection with the issuance of debt are amortized to interest expense based on the related debt agreements primarily using the effective interest method. Unamortized discounts are written off and included in our gain or loss calculations to the extent we extinguish debt prior to its original maturity date.

Fair Value

The fair value of debt has been calculated primarily based on the borrowing rates available as of September 30, 2022 and based on market quotes of our publicly traded debt. We classify the fair value of debt within Level 1 and Level 2 in the fair value hierarchy.

Terms of Outstanding Debt

Baltimore Term Loan and Baltimore Revolving Credit Facility

As a result of our increased ownership interest in Horseshoe Baltimore, we began to consolidate the aggregate principal amount of Horseshoe Baltimore's senior secured term loan facility (the "Baltimore Term Loan") and amount outstanding, if any, under Horseshoe Baltimore's senior secured revolving credit facility (the "Baltimore Revolving Credit Facility"). The Baltimore Term Loan matures in July 2024 and is subject to a variable rate of interest calculated as LIBOR plus 4.00%. The Baltimore Revolving Credit Facility has borrowing capacity of up to $10 million, subject to a variable rate of interest calculated as Term SOFR plus 4.00% subject to one 0.25% step-down based on senior secured leverage ratio ("SSLR"), the ratio of first lien senior secured net debt to adjusted earnings before interest, taxes, depreciation and amortization ("Adjusted EBITDA"). On June 24, 2022, we entered into an amendment related to the Baltimore Revolving Credit Facility to extend the maturity date to July 7, 2023. As of September 30, 2022, there was $10 million of available borrowing capacity under the Baltimore Revolving Credit Facility.

CRC Term Loans and CRC Revolving Credit Facility

CRC is party to a credit agreement, dated as of December 22, 2017 (as amended, the "CRC Credit Agreement"), which provided for a $1.0 billion five-year revolving credit facility (the "CRC Revolving Credit Facility") and an initial $4.7 billion seven-year first lien term loan (the "CRC Term Loan"), which was increased by $1.8 billion pursuant to an incremental agreement executed in connection with the Merger (the "CRC Incremental Term Loan").

The CRC Term Loan matures in December 2024 and the CRC Incremental Term Loan matures in July 2025. The CRC Term Loan and the CRC Incremental Term Loan require scheduled quarterly principal payments in amounts equal to 0.25% of the original aggregate principal amount, with the balance due at maturity. The CRC Credit Agreement also includes customary voluntary and mandatory prepayment provisions, subject to certain exceptions.

The CRC Revolving Credit Facility contained a maturity date in December 2022 and included a $400 million letter of credit sub-facility. As described below, the CRC Revolving Credit Facility was terminated on October 5, 2022, in connection with the amendment to the CEI Credit Agreement.

Borrowings under the CRC Credit Agreement bear interest at a rate equal to either (a) LIBOR adjusted for certain additional costs, subject to a floor of 0% or (b) a base rate determined by reference to the highest of (i) the federal funds rate plus 0.50%, (ii) the prime rate as determined by Credit Suisse AG, Cayman Islands Branch, as administrative agent under the CRC Credit Agreement and (iii) the one-month adjusted LIBOR rate plus 1.00%, in each case plus an applicable margin. Such applicable margin shall be (a) with respect to the CRC Term Loan, 2.75% per annum in the case of any LIBOR loan or 1.75% per annum in the case of any base rate loan, (b) with respect to the CRC Incremental Term Loan, 3.50% per annum in the case of any LIBOR loan or 2.50% in the case of any base rate loan and (c) in the case of the CRC Revolving Credit Facility, 2.25% per annum in the case of any LIBOR loan and 1.25% per annum in the case of any base rate loan, subject in the case of the CRC Revolving Credit Facility to two 0.125% step-downs based on CRC's SSLR. The CRC Revolving Credit Facility is subject to a financial covenant discussed below. The CRC Term Loan and the CRC Incremental Term Loan are LIBOR based loans as of September 30, 2022.

In addition, CRC is required to pay a commitment fee in respect of any commitments under the CRC Revolving Credit Facility in the amount of 0.50% of the principal amount of the commitments, subject to step-downs to 0.375% and 0.25% based upon CRC's SSLR. CRC is also required to pay customary agency fees as well as letter of credit participation fees computed at a rate per annum equal to the applicable margin for LIBOR borrowings on the dollar equivalent of the daily stated amount of outstanding letters of credit, plus such letter of credit issuer's customary documentary and processing fees and charges and a fronting fee in an amount equal to 0.125% of the daily stated amount of such letter of credit.

During the nine months ended September 30, 2022, the Company utilized and fully repaid on the CRC Revolving Credit Facility. Such activity is presented in the financing section in the Statements of Cash Flows. As of September 30, 2022, the Company had $966 million of available borrowing capacity, after consideration of $59 million in outstanding letters of credit under the CRC Revolving Credit Facility.

Following the closing of the sale of William Hill International, the Company made partial prepayments totaling $755 million of the outstanding principal of the CRC Incremental Term Loan and recognized a $27 million loss on the early extinguishment of debt during the nine months ended September 30, 2022. Additionally, the Company made partial prepayments totaling $100 million of outstanding principal of the CRC Term Loan and recognized a $6 million loss on the early extinguishment of debt during the nine months ended September 30, 2022.

On October 5, 2022, in connection with the Third Amendment (as defined below) to the CEI Credit Agreement, the Company utilized the entire proceeds of a new $750 million CEI Term Loan A (as defined below) to make a partial prepayment of the outstanding principal of the CRC Term Loan, as well as terminate the CRC Revolving Credit Facility. As a result of the partial prepayment, the Company recognized a $41 million loss on the early extinguishment of debt. See "Subsequent Amendment to the CEI Credit Agreement" below.

CEI Revolving Credit Facility

CEI is party to a credit agreement, dated as of July 20, 2020, with JPMorgan Chase Bank, N.A., as administrative agent, U.S. Bank National Association, as collateral agent, and certain banks and other financial institutions and lenders party thereto (the "CEI Credit Agreement"), which provided for a five-year CEI Revolving Credit Facility in an aggregate principal amount of $1.2 billion (the "CEI Revolving Credit Facility"). On November 10, 2021, the Company amended the CEI Revolving Credit Facility to establish reserves in the total amount of $190 million which are available only for certain permitted uses. On May 23, 2022, pursuant to the amendment, the Company obtained approval for a reduction of $150 million in required reserves. The CEI Revolving Credit Facility matures in July 2025 and includes a letter of credit sub-facility of $250 million. On October 5, 2022, CEI amended the CEI Credit Agreement. See "Subsequent Amendment to the CEI Credit Agreement" section below.

Prior to the Third Amendment (as defined below) of the CEI Credit Agreement on October 5, 2022, the interest rate per annum applicable under the CEI Revolving Credit Facility, at the Company's option was either (a) LIBOR adjusted for certain additional costs, subject to a floor of 0% or (b) a base rate determined by reference to the highest of (i) the federal funds rate plus 0.50%, (ii) the prime rate as determined by JPMorgan Chase Bank, N.A. and (iii) the one-month adjusted LIBOR rate plus 1.00%, in each case plus an applicable margin. Such applicable margin shall be 3.25% per annum in the case of any LIBOR loan and 2.25% per annum in the case of any base rate loan, subject to three 0.25% step-downs based on the Company's total leverage ratio.

Additionally, prior to the Third Amendment (as defined below) of the CEI Credit Agreement, the Company was required to pay a commitment fee in respect of any unused commitments under the CEI Revolving Credit Facility in the amount of 0.50%, subject to a step-down to 0.375% based upon the Company's total leverage ratio. The Company was also required to pay customary agency fees as well as letter of credit participation fees computed at a rate per annum equal to the applicable margin for LIBOR borrowings on the dollar equivalent of the daily stated amount of outstanding letters of credit, plus such letter of credit issuer's customary documentary and processing fees and charges and a fronting fee in an amount equal to 0.125% of the daily stated amount of such letter of credit.

As of September 30, 2022, the Company had $1.1 billion of available borrowing capacity under the CEI Revolving Credit Facility, after consideration of $23 million in outstanding letters of credit, $48 million committed for regulatory purposes and the reserves described above.

Subsequent Amendment to the CEI Credit Agreement

On October 5, 2022, Caesars entered into a third amendment to the CEI Credit Agreement (the "Third Amendment") pursuant to which the Company (a) incurred a senior secured term loan in an aggregate principal amount of $750 million (the "CEI Term Loan A") as a new term loan under the credit agreement, (b) amended and extended the CEI Revolving Credit Facility under the CEI Credit Agreement (the CEI Revolving Credit Facility, as so amended, the "Amended CEI Revolving Credit Facility" and, together with the CEI Term Loan A, the "Senior Credit Facilities"), (c) increased the aggregate principal amount of the CEI Revolving Credit Facility to $2.25 billion, and (d) made certain other amendments to the CEI Credit Agreement. Both the Amended CEI Revolving Credit Facility and the new CEI Term Loan A mature on January 31, 2028, subject to a springing maturity in the event certain other long-term debt of Caesars is not extended or repaid. The Amended CEI Revolving Credit Facility includes a letter of credit sub-facility of $388 million. The CEI Term Loan A requires scheduled quarterly payments in amounts equal to 1.25% of the original aggregate principal amount of the CEI Term Loan A, with the balance payable at maturity. The Company may make voluntary prepayments of the CEI Term Loan A at any time prior to maturity at par.

Borrowings under the Senior Credit Facilities bear interest at a rate equal to, at the Company's option, either (a) a forward-looking term rate based on the secured overnight financing rate ("SOFR") for the applicable interest period plus an adjustment of 0.10% per annum ("Adjusted Term SOFR"), subject to a floor of 0% or (b) a base rate (the "Base Rate") determined by reference to the highest of (i) the rate of interest per annum last quoted by The Wall Street Journal as the "Prime Rate" in the United States, (ii) the federal funds rate plus 0.50% per annum and (iii) the one-month Adjusted Term SOFR plus 1.00% per annum, in each case, plus an applicable margin. Such applicable margin is 2.25% per annum in the case of any Adjusted Term SOFR loan and 1.25% per annum in the case of any Base Rate loan, subject to three 0.25% step-downs based on the Company's net total leverage ratio. In addition, on a quarterly basis, the Company is required to pay each lender under the Amended CEI Revolving Credit Facility a commitment fee in respect of any unused commitments under the Amended CEI Revolving Credit Facility in the amount of 0.35% of the principal amount of the unused commitments of such lender, subject to three 0.05% step-downs based on the Company's net total leverage ratio.

CRC Senior Secured Notes due 2025

On July 6, 2020, Colt Merger Sub, Inc. (the "Escrow Issuer") issued $1.0 billion in aggregate principal amount of 5.75% Senior Secured Notes due 2025 pursuant to an indenture, dated July 6, 2020 (the "CRC Senior Secured Notes"), by and among the Escrow Issuer, U.S. Bank National Association, as trustee and Credit Suisse AG, Cayman Islands Branch, as collateral agent. In connection with the consummation of the Merger, CRC assumed the rights and obligations under the CRC Senior Secured Notes and the indenture governing such notes. The CRC Senior Secured Notes will mature on July 1, 2025 with interest payable semi-annually in cash in arrears on January 1 and July 1 of each year. During the nine months ended September 30, 2022, the Company purchased a total of $11 million in principal amount of the CRC Senior Secured Notes.

CEI Senior Secured Notes due 2025

On July 6, 2020, the Escrow Issuer issued $3.4 billion in aggregate principal amount of 6.25% Senior Secured Notes due 2025 pursuant to an indenture dated July 6, 2020 (the "CEI Senior Secured Notes"), by and among the Escrow Issuer, U.S. Bank National Association, as trustee, and U.S. Bank National Association, as collateral agent. The Company assumed the rights and obligations under the CEI Senior Secured Notes and the indenture governing such notes on July 20, 2020. The CEI Senior Secured Notes will mature on July 1, 2025 with interest payable semi-annually in cash in arrears on January 1 and July 1 of each year.

Convention Center Mortgage Loan

On September 18, 2020, the Company entered into a loan agreement with VICI to borrow a 5-year, $400 million Forum Convention Center mortgage loan (the "Mortgage Loan"). The Mortgage Loan bears interest at a rate of, initially, 7.7% per annum, which escalates annually on the anniversary of the closing date to a maximum interest rate of 8.3% per annum.

CEI Senior Notes due 2027

On July 6, 2020, the Escrow Issuer issued $1.8 billion in aggregate principal amount of 8.125% Senior Notes due 2027 pursuant to an indenture, dated July 6, 2020 (the "CEI Senior Notes"), by and between the Escrow Issuer and U.S. Bank National Association, as trustee. The Company assumed the rights and obligations under the CEI Senior Notes and the indenture governing such notes on July 20, 2020. The CEI Senior Notes will mature on July 1, 2027 with interest payable semi-annually in cash in arrears on January 1 and July 1 of each year. During the nine months ended September 30, 2022, the Company purchased a total of $89 million in aggregate principal amount of the CEI Senior Notes.

Senior Notes due 2029

On September 24, 2021, the Company issued $1.2 billion in aggregate principal amount of 4.625% Senior Notes due 2029 (the "Senior Notes") pursuant to an indenture dated as of September 24, 2021 between the Company and U.S. Bank National Association, as Trustee. The Senior Notes will mature on October 15, 2029 with interest payable on April 15 and October 15 of each year, which began on April 15, 2022.

Debt Covenant Compliance

The CRC Credit Agreement, the CEI Revolving Credit Facility, the Baltimore Term Loan, the Baltimore Revolving Credit Facility, and the indentures governing the CEI Senior Secured Notes, the CEI Senior Notes, the CRC Senior Secured Notes and the Senior Notes contain covenants which are standard and customary for these types of agreements. These include negative covenants, which, subject to certain exceptions and baskets, limit the Company's and its subsidiaries' ability to (among other items) incur additional indebtedness, make investments, make restricted payments, including dividends, grant liens, sell assets and make acquisitions.

The CRC Revolving Credit Facility and the CEI Revolving Credit Facility include a maximum first-priority net senior secured leverage ratio financial covenant of 6.35:1, which is applicable solely to the extent that certain testing conditions are satisfied. As a result of the termination of the CRC Revolving Credit Facility on October 5, 2022, the associated financial covenant is no longer applicable. The Baltimore Revolving Credit Facility includes a senior secured leverage ratio financial covenant of 5.0:1. Failure to comply with such covenants could result in an acceleration of the maturity of indebtedness outstanding under the relevant debt document.

As of September 30, 2022, the Company was in compliance with all of the applicable financial covenants described above.

Guarantees

The Senior Credit Facilities and the CEI Senior Secured Notes are guaranteed on a senior secured basis by each existing and future material wholly-owned domestic subsidiary of CEI (subject to certain exceptions) and are secured by substantially all of the existing and future property and assets of CEI and its subsidiary guarantors (subject to certain exceptions). The CEI Senior Notes and the Senior Notes are guaranteed on a senior unsecured basis by such subsidiaries.

The CRC Credit Agreement and the CRC Senior Secured Notes are guaranteed on a senior secured basis by each existing and future material wholly-owned domestic subsidiary of CRC (subject to certain exceptions) and are secured by substantially all of the existing and future property and assets of CRC and its subsidiary guarantors (subject to certain exceptions). The CRC Credit Agreement and the CRC Senior Secured Notes are also guaranteed on a senior unsecured basis by CEI.

Note 10. Revenue Recognition

The Company's Statements of Operations present net revenue disaggregated by type or nature of the good or service. A summary of net revenues disaggregated by type of revenue and reportable segment is presented below. Refer to Note 15 for additional information on the Company's reportable segments.

	Three Months Ended September 30, 2022					
(In millions)	**Las Vegas**	**Regional**	**Caesars Digital**	**Managed and Branded**	**Corporate and Other**	**Total**
Casino and pari-mutuel commissions	$ 323	$ 1,096	$ 187	$ —	$ (1)	$ 1,605
Food and beverage	264	147	—	—	—	411
Hotel	335	209	—	—	—	544
Other	155	78	25	70	(1)	327
Net revenues	$ 1,077	$ 1,530	$ 212	$ 70	$ (2)	$ 2,887

	Three Months Ended September 30, 2021					
(In millions)	**Las Vegas**	**Regional**	**Caesars Digital**	**Managed and Branded**	**Corporate and Other**	**Total**
Casino and pari-mutuel commissions	$ 329	$ 1,096	$ 85	$ —	$ —	$ 1,510
Food and beverage	221	125	—	1	—	347
Hotel	303	208	—	—	—	511
Other	164	63	11	78	1	317
Net revenues	$ 1,017	$ 1,492	$ 96	$ 79	$ 1	$ 2,685

	Nine Months Ended September 30, 2022					
(In millions)	**Las Vegas**	**Regional**	**Caesars Digital**	**Managed and Branded**	**Corporate and Other**	**Total**
Casino and pari-mutuel commissions	$ 929	$ 3,264	$ 255	$ —	$ (2)	$ 4,446
Food and beverage	775	397	—	—	—	1,172
Hotel	959	487	—	—	—	1,446
Other	470	200	56	210	—	936
Net revenues	$ 3,133	$ 4,348	$ 311	$ 210	$ (2)	$ 8,000

	Nine Months Ended September 30, 2021					
(In millions)	**Las Vegas**	**Regional**	**Caesars Digital**	**Managed and Branded**	**Corporate and Other**	**Total**
Casino and pari-mutuel commissions	$ 870	$ 3,241	$ 197	$ —	$ —	$ 4,308
Food and beverage	476	318	—	3	—	797
Hotel	660	462	—	—	—	1,122
Other	363	152	24	203	10	752
Net revenues	$ 2,369	$ 4,173	$ 221	$ 206	$ 10	$ 6,979

Accounts Receivable, Net

(In millions)	**September 30, 2022**	**December 31, 2021**
Casino and pari-mutuel commissions	$ 218	$ 168
Food and beverage and hotel	136	100
Other	152	204
Accounts receivable, net	$ 506	$ 472

Contract and Contract Related Liabilities

The Company records contract or contract-related liabilities related to differences between the timing of cash receipts from the customer and the recognition of revenue. The Company generally has three types of liabilities related to contracts with customers: (1) outstanding chip liability, which represents the amounts owed in exchange for gaming chips held by a customer, (2) Caesars Rewards player loyalty program obligations, which represent the deferred allocation of revenue relating to reward credits granted to Caesars Rewards members based on certain types of customer spend, including online and retail gaming, hotel, dining, retail shopping, and player loyalty program incentives earned, and (3) customer deposits and other deferred revenue, which primarily represents funds deposited by customers related to gaming play and advance payments received for goods and services yet to be provided (such as advance ticket sales, deposits on rooms and convention space, unpaid wagers, iGaming deposits, or future sports bets). These liabilities are generally expected to be recognized as revenue within one year of being purchased, earned, or deposited and are recorded within accrued other liabilities on the Company's Balance Sheets.

Liabilities expected to be recognized as revenue beyond one year of being purchased, earned, or deposited are recorded within other long-term liabilities on the Company's Balance Sheets.

The following table summarizes the activity related to contract and contract-related liabilities:

	Outstanding Chip Liability		Caesars Rewards		Customer Deposits and Other Deferred Revenue	
(In millions)	**2022**	**2021**	**2022**	**2021**	**2022**	**2021**
Balance at January 1	$ 48	$ 34	$ 91	$ 94	$ 560	$ 310
Balance at September 30	40	34	95	96	662	446
Increase / (decrease)	$ (8)	$ —	$ 4	$ 2	$ 102	$ 136

The balances above exclude contract liabilities related to liabilities held for sale recorded in 2022 and 2021, where applicable. See Note 3. The change in customer deposits and other deferred revenue during the period ended September 30, 2022 was primarily due to expansion of the Caesars Digital segment from the legalization of retail and online sports betting in new jurisdictions.

Lease Revenue

Lodging Arrangements

Lodging arrangements are considered short-term and generally consist of lease and nonlease components. The lease component is the predominant component of the arrangement and consists of the fees charged for lodging. The nonlease components primarily consist of resort fees and other miscellaneous items. As the timing and pattern of transfer of both the lease and nonlease components are over the course of the lease term, we have elected to combine the revenue generated from lease and nonlease components into a single lease component based on the predominant component in the arrangement. During the three months ended September 30, 2022 and 2021, we recognized approximately $544 million and $511 million, respectively, and during the nine months ended September 30, 2022 and 2021, we recognized approximately $1.4 billion and $1.1 billion, respectively, which is included in Hotel revenues in the Statements of Operations.

Conventions

Convention arrangements are considered short-term and generally consist of lease and nonlease components. The lease component is the predominant component of the arrangement and consists of fees charged for the use of meeting space. The nonlease components primarily consist of food and beverage and audio/visual services. Revenue from conventions is included in Other revenue in the Statements of Operations and during both of the three months ended September 30, 2022 and 2021, lease revenue related to conventions was approximately $4 million and during the nine months ended September 30, 2022 and 2021, lease revenue related to conventions was approximately $23 million and $4 million, respectively.

Real Estate Operating Leases

Real estate lease revenue is included in Other revenue in the Statements of Operations. During the three months ended September 30, 2022 and 2021, we recognized approximately $42 million and $46 million, respectively, and during the nine months ended September 30, 2022 and 2021, we recognized approximately $125 million and $111 million, respectively, of real estate lease revenue.

Real estate lease revenue includes $17 million and $16 million of variable rental income for the three months ended September 30, 2022 and 2021, respectively, and $45 million and $35 million for the nine months ended September 30, 2022 and 2021, respectively.

Note 11. Earnings per Share

The following table illustrates the reconciliation of the numerators and denominators of the basic and diluted net income (loss) per share computations for the three and nine months ended September 30, 2022 and 2021:

	Three Months Ended September 30,		Nine Months Ended September 30,	
(In millions, except per share data)	**2022**	**2021**	**2022**	**2021**
Net income (loss) from continuing operations attributable to Caesars, net of income taxes	$ 52	$ (229)	$ (365)	$ (547)
Discontinued operations, net of income taxes	—	(4)	(386)	(38)
Net income (loss) attributable to Caesars	$ 52	$ (233)	$ (751)	$ (585)
Shares outstanding:				
Weighted average shares outstanding – basic	214	214	214	211
Effect of dilutive securities:				
Stock-based compensation awards	1	—	—	—
Weighted average shares outstanding – diluted	215	214	214	211
Basic income (loss) per share from continuing operations	$ 0.24	$ (1.08)	$ (1.70)	$ (2.60)
Basic loss per share from discontinued operations	—	(0.02)	(1.80)	(0.18)
Net income (loss) per common share attributable to common stockholders – basic:	$ 0.24	$ (1.10)	$ (3.50)	$ (2.78)
Diluted income (loss) per share from continuing operations	$ 0.24	$ (1.08)	$ (1.70)	$ (2.60)
Diluted loss per share from discontinued operations	—	(0.02)	(1.80)	(0.18)
Net income (loss) per common share attributable to common stockholders – diluted:	$ 0.24	$ (1.10)	$ (3.50)	$ (2.78)

For a period in which the Company generated a net loss from continuing operations, the weighted average shares outstanding - basic was used in calculating diluted loss per share because using diluted shares would have been anti-dilutive to loss per share.

Weighted-Average Number of Anti-Dilutive Shares Excluded from Calculation of EPS

	Three Months Ended September 30,		Nine Months Ended September 30,	
(In millions)	**2022**	**2021**	**2022**	**2021**
Stock-based compensation awards	2	3	3	3
Total anti-dilutive common stock	2	3	3	3

Note 12. Stock-Based Compensation and Stockholders' Equity

Stock-Based Awards

The Company maintains long-term incentive plans which allow for granting stock-based compensation awards for directors, employees, officers, and consultants or advisers who render services to the Company or its subsidiaries, based on Company Common Stock, including stock options, restricted stock, restricted stock units ("RSUs"), performance stock units ("PSUs"), market-based performance stock units ("MSUs"), stock appreciation rights, and other stock-based awards or dividend equivalents. Forfeitures are recognized in the period in which they occur.

Total stock-based compensation expense in the accompanying Statements of Operations totaled $26 million and $21 million during the three months ended September 30, 2022 and 2021, respectively, and $77 million and $64 million during the nine months ended September 30, 2022 and 2021, respectively. These amounts are included in Corporate expense in the Company's Statements of Operations.

2015 Equity Incentive Plan ("2015 Plan")

During the nine months ended September 30, 2022, as part of the annual incentive program, the Company granted 746 thousand RSUs to employees of the Company with an aggregate fair value of $55 million and a ratable vesting period of one to three years. Each RSU represents the right to receive payment in respect of one share of the Company's Common Stock.

During the nine months ended September 30, 2022, the Company also granted 80 thousand PSUs that are scheduled to vest over a period of one to three years. On the vesting date, recipients will receive between 0% and 200% of the target number of PSUs granted, in the form of Company Common Stock, based on the achievement of specified performance and service conditions. The fair value of the PSUs is based on the market price of our common stock when a mutual understanding of the key terms and conditions of the awards between the Company and recipient is achieved. The awards are remeasured each period until such an understanding is reached. The aggregate value of PSUs granted during the year was $3 million as of September 30, 2022.

In addition, during the nine months ended September 30, 2022, the Company granted 428 thousand MSUs that are scheduled to cliff vest over a period of one to three years. On the vesting date, recipients will receive between 0% and 200% of the target number of MSUs granted, in the form of Company Common Stock, based on the achievement of specified market and service conditions. The grant date fair value of the MSUs was determined using a Monte-Carlo simulation model. Key assumptions for the Monte-Carlo simulation model are the risk-free interest rate, expected volatility, expected dividends and correlation coefficient. The effect of market conditions is considered in determining the grant date fair value, which is not subsequently revised based on actual performance. The aggregate value of MSUs granted during the nine months ended September 30, 2022 was $36 million. Included in the MSUs granted during the period is an award for the Company's CEO in the amount of 225,000 MSUs, with a grant date fair value of $16 million which is eligible to be earned based on the achievement of certain stock prices over a three-year period. The stock-based compensation expense associated with this award is expected to be recognized over the derived service period ending December 31, 2022. These awards will be settled in February 2025.

During the nine months ended September 30, 2022, there were no grants of stock options and 26 thousand stock options were exercised. In addition, during the nine months ended September 30, 2022, 790 thousand, 191 thousand and 117 thousand of RSUs, PSUs and MSUs, respectively, vested under the 2015 plan.

Outstanding at End of Period

	September 30, 2022		December 31, 2021	
	Quantity	Wtd-Avg [(a)]	Quantity	Wtd-Avg [(a)]
Stock options	17,687	$ 11.53	43,905	$ 20.69
Restricted stock units	1,969,643	68.79	2,090,607	61.47
Performance stock units	383,539	48.05	417,069	62.20
Market-based stock units	742,910	83.25	381,923	77.09

[(a)] *Represents the weighted-average exercise price for stock options, weighted-average grant date fair value for RSUs, weighted-average grant date fair value for PSUs where the grant date has been achieved, the price of CEI common stock as of the balance sheet date for PSUs where a grant date has not been achieved, and the grant date fair value of the MSUs determined using the Monte-Carlo simulation model.*

Share Repurchase Program

In November 2018, the Company's Board of Directors authorized a $150 million common stock repurchase program (the "Share Repurchase Program") pursuant to which the Company may, from time to time, repurchase shares of common stock on the open market (either with or without a 10b5-1 plan) or through privately negotiated transactions. The Share Repurchase Program has no time limit and may be suspended or discontinued at any time without notice. There is no minimum number of shares of common stock that the Company is required to repurchase under the Share Repurchase Program.

As of September 30, 2022, the Company has acquired 223,823 shares of common stock under the Share Repurchase Program at an aggregate value of $9 million and an average of $40.80 per share. No shares were repurchased during the nine months ended September 30, 2022 and 2021.

Changes to the Authorized Shares

On June 17, 2021, following receipt of required shareholder approvals, the Company amended its Certificate of Incorporation to increase the number of authorized shares of common stock from 300 million to 500 million, and authorize the issuance of up to 150 million shares of preferred stock.

Note 13. Income Taxes

Income Tax Allocation

	Three Months Ended September 30,		Nine Months Ended September 30,	
(In millions)	**2022**	**2021**	**2022**	**2021**
Income (loss) from continuing operations before income taxes	$ 61	$ (317)	$ (409)	$ (712)
Benefit (provision) for income taxes	(8)	90	47	167
Effective tax rate	13.1 %	28.4 %	11.5 %	23.5 %

We classify accruals for uncertain tax positions within Other long-term liabilities on the Balance Sheets separate from any related income tax payable or deferred income taxes. Reserve amounts relate to any potential income tax liabilities resulting from uncertain tax positions as well as potential interest or penalties associated with those liabilities.

Management assesses the available positive and negative evidence to estimate if sufficient future taxable income will be generated to use the existing deferred tax assets. We have provided a valuation allowance on certain federal, state and foreign deferred tax assets that were not deemed realizable based upon estimates of future taxable income.

As a result of the William Hill Acquisition, the Company assumed $381 million of additional net deferred tax liabilities net of necessary valuation allowances, plus $34 million in additional accruals for uncertain tax positions. As of December 31, 2021 $132 million of deferred tax liabilities and $34 million of accruals for uncertain tax positions relating to the William Hill Acquisition are presented in Liabilities held for sale as they relate to William Hill International. These liabilities were included in the sale to 888 Holdings Plc.

The income tax provision for the three months ended September 30, 2022 differed from the expected income tax provision based on the federal tax rate of 21% primarily due to a decrease in the state deferred tax liabilities as a result of a reduction in tax rates in Pennsylvania and Iowa. The income tax benefit for the nine months ended September 30, 2022 differed from the expected income tax benefit based on the federal tax rate of 21% primarily due to a true-up adjustment related to the tax impact of the settlement of preexisting relationships upon the William Hill Acquisition in 2021 and nondeductible expenses.

The income tax benefit for the three months ended September 30, 2021 differed from the expected income tax benefit based on the federal tax rate of 21% primarily due to the realization of capital losses previously not tax benefited due to the William Hill Acquisition, offset by nondeductible expenses related to the 5% Convertible Notes conversion. The income tax benefit for the nine months ended September 30, 2021 differed from the expected income tax benefit based on the federal tax rate of 21% primarily due to the reclassification of Horseshoe Hammond from held for sale and state taxes, offset by nondeductible expenses related to the 5% Convertible Notes conversion.

The Company, including its subsidiaries, files tax returns with federal, state, and foreign jurisdictions. The Company does not have tax sharing agreements with the other members within its consolidated group. The Company is subject to exam by various state and foreign tax authorities. With few exceptions, the Company is no longer subject to US federal or state and local tax assessments by tax authorities for years before 2018, and it is possible that the amount of the liability for unrecognized tax benefits could change during the next 12 months.

Note 14. Related Affiliates

REI

As of September 30, 2022, Recreational Enterprises, Inc. (“REI”) owned approximately 4.0% of outstanding common stock of the Company. The directors of REI are the Company’s Executive Chairman of the Board, Gary L. Carano, its Chief Executive Officer and Board member, Thomas R. Reeg, and its Vice President of Player Development, Gene Carano. In addition, Gary L. Carano also serves as the Vice President of REI and Gene Carano also serves as the Secretary and Treasurer of REI. Members of the Carano family, including Gary L. Carano and Gene Carano, own the equity interests in REI. During the nine months ended September 30, 2022 and 2021, there were no related party transactions between the Company and the Carano family other than compensation, including salary and equity incentives, and the CSY Lease listed below.

C. S. & Y. Associates

The Company owns the entire parcel on which Eldorado Reno is located, except for approximately 30,000 square feet which is leased from C. S. & Y. Associates ("CSY") which is an entity partially owned by REI (the "CSY Lease"). The CSY Lease expires on June 30, 2057. Annual rent pursuant to the CSY Lease is currently $0.6 million, paid quarterly. Annual rent is subject to periodic rent escalations through the term of the lease. As of September 30, 2022 and December 31, 2021, there were no amounts due to or from CSY.

Transactions with Horseshoe Baltimore

The Company held an interest in Horseshoe Baltimore of approximately 44.3%, which was accounted for as an equity method investment, prior to our acquisition of an additional interest and subsequent consolidation on August 26, 2021. Related party transactions include items such as casino management fees, reimbursement of various costs incurred on behalf of Horseshoe Baltimore, and the allocation of other general corporate expenses. Following our consolidation of Horseshoe Baltimore, these transactions are eliminated.

Note 15. Segment Information

The executive decision maker of the Company reviews operating results, assesses performance and makes decisions on a "significant market" basis. Management views each of the Company's casinos as an operating segment. Operating segments are aggregated based on their similar economic characteristics, types of customers, types of services and products provided, and their management and reporting structure. The Company's principal operating activities occur in four reportable segments. The reportable segments are based on the similar characteristics of the operating segments with the way management assesses these results and allocates resources, which is a consolidated view that adjusts for the effect of certain transactions between these reportable segments within Caesars: (1) Las Vegas, (2) Regional, (3) Caesars Digital, and (4) Managed and Branded, in addition to Corporate and Other. See table below for a summary of these segments. Also, see Note 3 and Note 6 for a discussion of any impairment of intangibles or long-lived assets related to certain segments, when applicable.

The following table sets forth certain information regarding our properties (listed by segment in which each property is reported) as of September 30, 2022:

Las Vegas	Regional		Managed and Branded
Bally's Las Vegas	Caesars Atlantic City	Horseshoe Bossier City	*Managed*
Caesars Palace Las Vegas	Circus Circus Reno	Horseshoe Council Bluffs	Harrah's Ak-Chin
The Cromwell	Eldorado Gaming Scioto Downs	Horseshoe Hammond	Harrah's Cherokee
Flamingo Las Vegas	Eldorado Resort Casino Reno	Horseshoe Indianapolis	Harrah's Cherokee Valley River
Harrah's Las Vegas	Grand Victoria Casino	Horseshoe St. Louis	Harrah's Resort Southern California
The LINQ Hotel & Casino	Harrah's Atlantic City	Horseshoe Tunica	Caesars Windsor
Paris Las Vegas	Harrah's Council Bluffs	Isle Casino Bettendorf	Caesars Dubai
Planet Hollywood Resort & Casino	Harrah's Gulf Coast	Isle of Capri Casino Boonville	*Branded*
Rio All-Suite Hotel & Casino	Harrah's Hoosier Park Racing & Casino	Horseshoe Lake Charles [(b)]	Caesars Southern Indiana [(c)]
	Harrah's Joliet	Isle of Capri Casino Lula	Harrah's Northern California
Caesars Digital	Harrah's Lake Tahoe	Horseshoe Black Hawk	
Caesars Digital	Harrah's Laughlin	Isle Casino Pompano Park	
	Harrah's Metropolis	Isle Casino Waterloo	
	Harrah's New Orleans	Lady Luck Casino - Black Hawk	
	Harrah's North Kansas City	Silver Legacy Resort Casino	
	Harrah's Philadelphia	Trop Casino Greenville	
	Harveys Lake Tahoe	Tropicana Atlantic City	
	Horseshoe Baltimore [(a)]	Tropicana Laughlin Hotel & Casino	

[(a)] *On August 26, 2021, the Company increased its ownership interest in Horseshoe Baltimore to 75.8% and began to consolidate the property in our Regional segment following the change in ownership. Management fees prior to the consolidation of Horseshoe Baltimore have been reflected in the Managed and Branded segment.*

[b] *Isle of Capri Casino Hotel Lake Charles has been temporarily closed since the end of August 2020 due to damage from Hurricane Laura and the new land-based casino, Horseshoe Lake Charles, will open on December 12, 2022.*

[c] *The sale of Caesars Southern Indiana closed on September 3, 2021 and the Company entered into a license agreement with the Eastern Band of Cherokee Indians for the continued use of the Caesars brand and the Caesars Rewards loyalty program at Caesars Southern Indiana. Caesars Southern Indiana was previously reported within the Regional segment and subsequent to the sale, as a result of the license agreement, is reported within the Managed and Branded segment.*

The properties listed above exclude the discontinued operations, including previous international properties which have been sold. The sale of Caesars UK Group closed on July 16, 2021, in which the buyer assumed all liabilities associated with the Caesars UK Group. Additionally, on September 8, 2021, the Company entered into an agreement to sell William Hill International, which closed on July 1, 2022.

Certain of our properties operate off-track betting locations, including Harrah's Hoosier Park Racing & Casino, which operates Winner's Circle Indianapolis and Winner's Circle New Haven, and Horseshoe Indianapolis (formerly "Indiana Grand"), which operates Winner's Circle Clarksville. The LINQ Promenade is an open-air dining, entertainment, and retail promenade located on the east side of the Las Vegas Strip next to The LINQ Hotel & Casino (the "LINQ") that features the High Roller, a 550-foot observation wheel, and the Fly LINQ Zipline attraction. We also own the CAESARS FORUM conference center, which is a 550,000 square feet conference center with 300,000 square feet of flexible meeting space, two of the largest pillarless ballrooms in the world and direct access to the LINQ.

"Corporate and Other" includes certain unallocated corporate overhead costs and other adjustments, including eliminations of transactions among segments, to reconcile to the Company's consolidated results.

The following table sets forth, for the periods indicated, certain operating data for the Company's four reportable segments.

	Three Months Ended September 30,		Nine Months Ended September 30,	
(In millions)	**2022**	**2021**	**2022**	**2021**
Las Vegas:				
Net revenues	$ 1,077	$ 1,017	$ 3,133	$ 2,369
Adjusted EBITDA	480	500	1,427	1,085
Regional:				
Net revenues	1,530	1,492	4,348	4,173
Adjusted EBITDA	570	554	1,542	1,549
Caesars Digital:				
Net revenues	212	96	311	221
Adjusted EBITDA	(38)	(164)	(661)	(171)
Managed and Branded:				
Net revenues	70	79	210	206
Adjusted EBITDA	22	22	64	69
Corporate and Other:				
Net revenues	(2)	1	(2)	10
Adjusted EBITDA	(22)	(42)	(86)	(123)

Reconciliation of Adjusted EBITDA - By Segment to Net Income (Loss) Attributable to Caesars

Adjusted EBITDA is presented as a measure of the Company's performance. Adjusted EBITDA is defined as revenues less certain operating expenses and is comprised of net income (loss) before (i) interest income and interest expense, net of interest capitalized, (ii) income tax (benefit) provision, (iii) depreciation and amortization, and (iv) certain items that we do not consider indicative of our ongoing operating performance at an operating property level.

In evaluating Adjusted EBITDA you should be aware that, in the future, we may incur expenses that are the same or similar to some of the adjustments in this presentation. The presentation of Adjusted EBITDA should not be construed as an inference that future results will be unaffected by unusual or unexpected items.

Adjusted EBITDA is a financial measure commonly used in our industry and should not be construed as an alternative to net income (loss) as an indicator of operating performance or as an alternative to cash flow provided by operating activities as a measure of liquidity (as determined in accordance with GAAP). Adjusted EBITDA may not be comparable to similarly titled measures reported by other companies within the industry. Adjusted EBITDA is included because management uses Adjusted EBITDA to measure performance and allocate resources, and believes that Adjusted EBITDA provides investors with additional information consistent with that used by management.

	Three Months Ended September 30,		Nine Months Ended September 30,	
(In millions)	**2022**	**2021**	**2022**	**2021**
Adjusted EBITDA by Segment:				
Las Vegas	$ 480	$ 500	$ 1,427	$ 1,085
Regional	570	554	1,542	1,549
Caesars Digital	(38)	(164)	(661)	(171)
Managed and Branded	22	22	64	69
Corporate and Other	(22)	(42)	(86)	(123)
	1,012	870	2,286	2,409
Reconciliation to net income (loss) attributable to Caesars:				
Net income attributable to noncontrolling interests	(1)	(2)	(3)	(2)
Net loss from discontinued operations	—	(4)	(386)	(38)
Benefit (provision) for income taxes	(8)	90	47	167
Other income (loss) [(a)]	4	(153)	53	(176)
Loss on extinguishment of debt	(33)	(117)	(33)	(140)
Interest expense, net	(569)	(579)	(1,680)	(1,734)
Depreciation and amortization	(304)	(276)	(910)	(842)
Transaction and other operating costs, net [(b)]	(7)	(21)	14	(113)
Stock-based compensation expense	(26)	(21)	(77)	(64)
Other items [(c)]	(16)	(20)	(62)	(52)
Net income (loss) attributable to Caesars	$ 52	$ (233)	$ (751)	$ (585)

[(a)] *Other income (loss) for the three and nine months ended September 30, 2022 primarily represents the net change in fair value of investments held by the Company, foreign exchange forward contracts, and the changes in the disputed claims liability related to Former Caesars' bankruptcy prior to the Merger. Other income (loss) for the three and nine months ended September 30, 2021 primarily represents a loss on the change in fair value of investments held by the Company and a loss on the change in fair value of the derivative liability related to the 5% Convertible Notes.*

[(b)] *Transaction and other operating costs, net for the three and nine months ended September 30, 2022 primarily represents a gain resulting from insurance proceeds received in excess of the respective carrying value of the assets damaged at Lake Charles by Hurricane Laura partially offset by various contract or lease termination exit costs. Transaction and other operating costs, net for the three and nine months ended September 30, 2021 primarily represents costs related to the William Hill Acquisition and the Merger, various contract or license termination exit costs, professional services, other acquisition costs and severance costs.*

[(c)] *Other items primarily represent certain consulting and legal fees, rent for non-operating assets, relocation expenses, retention bonuses and business optimization expenses.*

Total Assets - By Segment

(In millions)	**September 30, 2022**	**December 31, 2021**
Las Vegas	$ 23,164	$ 22,374
Regional	14,912	14,419
Caesars Digital	1,236	1,878
Managed and Branded [(a)]	119	3,527
Corporate and Other [(b)]	(5,837)	(4,167)
Total	$ 33,594	$ 38,031

[(a)] *Assets held for sale associated with William Hill International were divested on July 1, 2022.*

[(b)] *Includes eliminations of transactions among segments, to reconcile to the Company's consolidated results.*

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of the financial position and operating results of Caesars Entertainment, Inc., a Delaware corporation, and its consolidated subsidiaries, which may be referred to as the "Company," "CEI," "Caesars," "we," "our," or "us," for the three and nine months ended September 30, 2022 and 2021 should be read in conjunction with the unaudited consolidated condensed financial statements and the notes thereto and other financial information included elsewhere in this Form 10-Q as well as our Annual Report on Form 10-K for the fiscal year ended December 31, 2021 (the "2021 Annual Report"). Capitalized terms used but not defined in this Form 10-Q have the same meanings as in the 2021 Annual Report.

We refer to (i) our Consolidated Condensed Financial Statements as our "Financial Statements," (ii) our Consolidated Condensed Balance Sheets as our "Balance Sheets," (iii) our Consolidated Condensed Statements of Operations and Consolidated Condensed Statements of Comprehensive Income (Loss) as our "Statements of Operations," and (iv) our Consolidated Condensed Statements of Cash Flows as our "Statements of Cash Flows." References to numbered "Notes" refer to "Notes to Consolidated Condensed Financial Statements" included in Item 1, "Unaudited Financial Statements."

The statements in this discussion regarding our expectations of our future performance, liquidity and capital resources, and other non-historical statements are forward-looking statements. These forward-looking statements are subject to numerous risks and uncertainties. Our actual results may differ materially from those contained in or implied by any forward-looking statements. See "CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING INFORMATION" in this report.

Objective

Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is intended to be a narrative explanation of the financial statements and other statistical data that should be read in conjunction with the accompanying financial statements to enhance an investor's understanding of our financial condition, changes in financial condition and results of operations. Our objectives are: (i) to provide a narrative explanation of our financial statements that will enable investors to see the Company through the eyes of management; (ii) to enhance the overall financial disclosure and provide the context within which financial information should be analyzed; and (iii) to provide information about the quality of, and potential variability of, our earnings and cash flows so that investors can ascertain the likelihood of whether past performance is indicative of future performance.

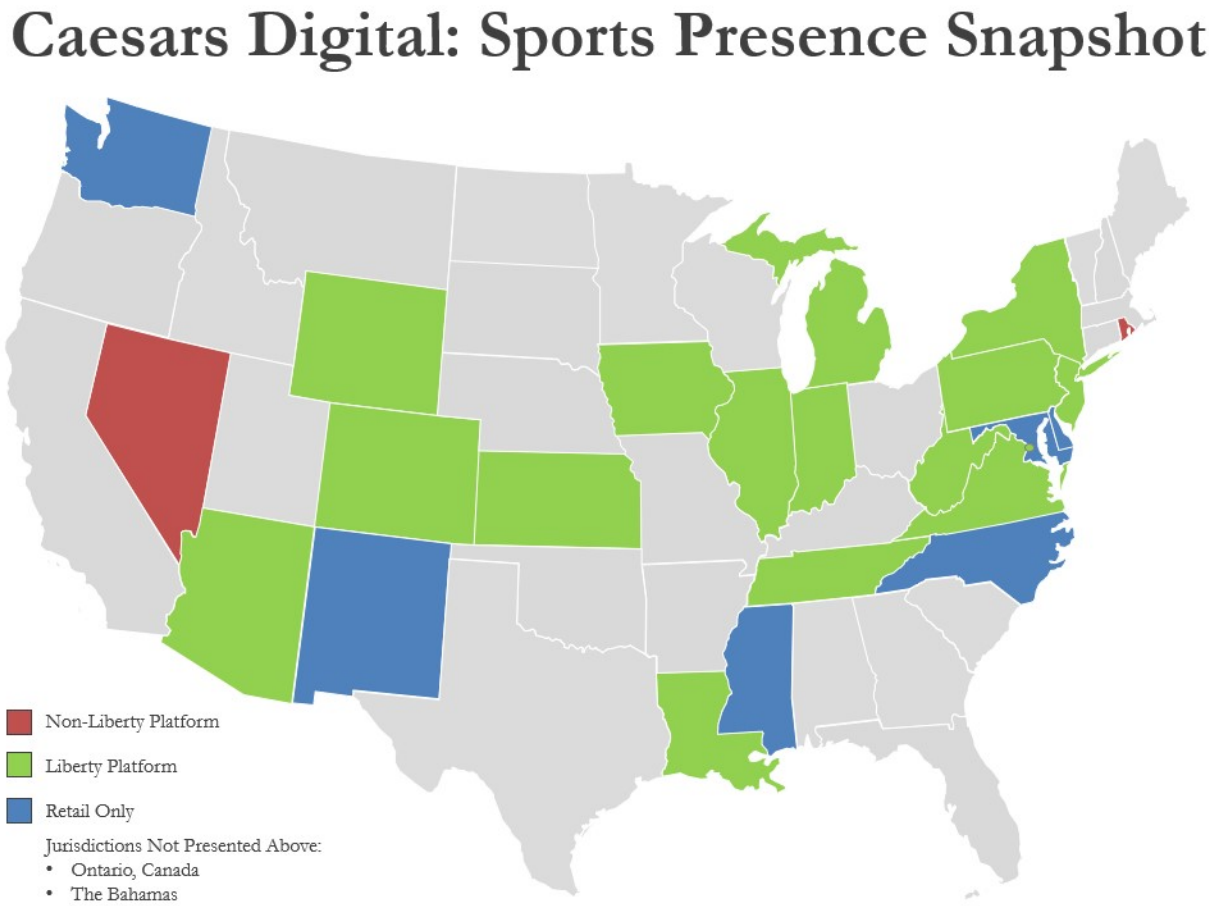
Overview

We are a geographically diversified gaming and hospitality company that was founded in 1973 by the Carano family with the opening of the Eldorado Hotel Casino in Reno, Nevada. Beginning in 2005, we grew through a series of acquisitions, including the acquisition of MTR Gaming Group, Inc. in 2014, Isle of Capri Casinos, Inc. ("Isle" or "Isle of Capri") in 2017 and Tropicana Entertainment, Inc. in 2018. On July 20, 2020, we completed a merger with Caesars Entertainment Corporation ("Former Caesars") pursuant to which Former Caesars became our wholly-owned subsidiary (the "Merger") and our ticker symbol on the NASDAQ Stock Market changed from "ERI" to "CZR." In addition, on April 22, 2021, we completed the acquisition of William Hill PLC (the "William Hill Acquisition").

We own, lease or manage an aggregate of 51 domestic properties in 16 states with approximately 52,800 slot machines, video lottery terminals and e-tables, approximately 2,800 table games and approximately 47,500 hotel rooms as of September 30, 2022. In addition, we have other domestic and international properties that are authorized to use the brands and marks of Caesars Entertainment, Inc., as well as other non-gaming properties. Our primary source of revenue is generated by our casino properties' gaming operations, our retail and online sports betting, as well as our online gaming, and we utilize our hotels, restaurants, bars, entertainment, racing, retail shops and other services to attract customers to our properties.

As of September 30, 2022, we owned 20 of our casinos and leased 25 casinos in the U.S. We lease 18 casinos from VICI Properties L.P., a Delaware limited partnership ("VICI") pursuant to a regional lease, a Las Vegas lease and a Joliet lease. In addition, we lease six casinos from GLP Capital, L.P., the operating partnership of Gaming and Leisure Properties, Inc. ("GLPI") pursuant to a Master Lease (as amended, the "GLPI Master Lease") and a Lumière lease (together with the GLPI Master Lease, the "GLPI Leases") and lease the Rio All-Suite Hotel & Casino from a separate third party.

We also operate and conduct sports wagering across 26 jurisdictions in North America, 19 of which are mobile for sports betting, and operate regulated online real money gaming in six jurisdictions in North America. Our recently launched Caesars Sportsbook app operates on the Liberty platform, which we acquired in the William Hill Acquisition, along with other technology platforms that we intend to migrate to the Liberty platform in the future, subject to required approvals. The map below illustrates Caesars Digital's presence as of September 30, 2022:



In addition to the Caesars Sportsbook app, we partnered with NYRABets LLC, the official online wagering platform of the New York Racing Association, Inc., and launched the Caesars Racebook app within seven states as of September 30, 2022. The Caesars Racebook app provides access for wagers at over 300 race tracks around the world. Wagers placed can earn credits towards our Caesars Rewards program or points which can be redeemed for free wagering credits.

We are also in the process of expanding our Caesars Digital footprint into other states in the near term with our Caesars Sportsbook and Caesars Racebook apps as jurisdictions legalize or provide necessary approvals.

We periodically divest of assets in order to raise capital or as a result of a determination that the assets are not core to our business. We also divested certain assets in connection with obtaining regulatory approvals related to the closing of the Merger. A summary of recently completed divestitures of our properties as of September 30, 2022 is as follows:

Segment	Property	Date Sold	Sales Price
Regional	MontBleu Casino Resort & Spa ("MontBleu")	April 6, 2021	$15 million
Regional	Tropicana Evansville ("Evansville")	June 3, 2021	$480 million
Regional	Belle of Baton Rouge Casino & Hotel ("Baton Rouge")	May 5, 2022	*
Discontinued operations:			
Regional	Harrah's Louisiana Downs	November 1, 2021	$22 million (a)
Regional	Caesars Southern Indiana	September 3, 2021	$250 million
N/A	Emerald Resort & Casino	July 16, 2021	*
N/A	Caesars Entertainment UK	July 16, 2021	*
N/A	William Hill International	July 1, 2022	£2.0 billion

* Not meaningful.
(a) The proceeds of this sale were split between the Company and VICI.

Merger and Acquisitions Related Activities

William Hill Acquisition

On September 30, 2020, we announced that we had reached an agreement with William Hill PLC on the terms of a recommended cash acquisition pursuant to which we would acquire the entire issued and to be issued share capital (other than shares owned by us or held in treasury) of William Hill PLC, in an all-cash transaction. On the acquisition date, our intent was to divest of William Hill PLC's non-U.S. operations, which included the UK and international online divisions and the retail betting shops (collectively, "William Hill International") was held for sale as of the date of the closing of the William Hill Acquisition with operations reflected within discontinued operations. On April 22, 2021, we completed the acquisition of William Hill PLC for £2.9 billion, or approximately $3.9 billion.

In connection with the William Hill Acquisition, on April 22, 2021, a newly formed subsidiary of the Company (the "Bridge Facility Borrower") entered into a Credit Agreement (the "Bridge Credit Agreement") with certain lenders party thereto and Deutsche Bank AG, London Branch, as administrative agent and collateral agent, pursuant to which the lenders party thereto provided the Debt Financing (as defined below). The Bridge Credit Agreement provided for (a) a 540-day £1.0 billion asset sale bridge facility, (b) a 60-day £503 million cash confirmation bridge facility and (c) a 540-day £116 million revolving credit facility (collectively, the "Debt Financing"). The proceeds of the bridge loan facilities provided under the Bridge Credit Agreement were used (i) to pay a portion of the cash consideration for the acquisition and (ii) to pay fees and expenses related to the acquisition and related transactions. The £1.5 billion Interim Facilities Agreement (the "Interim Facilities Agreement") entered into on October 6, 2020 with Deutsche Bank AG, London Branch and JPMorgan Chase Bank, N.A., and amended on December 11, 2020, was terminated upon the execution of the Bridge Credit Agreement. On May 12, 2021, we repaid the £503 million cash confirmation bridge facility. On June 14, 2021, we drew down the full £116 million from the revolving credit facility and the proceeds, in addition to excess Company cash, were used to make a partial repayment of the asset sale bridge facility in the amount of £700 million.

On September 8, 2021, we entered into an agreement to sell William Hill International to 888 Holdings Plc for approximately £2.2 billion. In order to manage the risk of changes in the GBP denominated sales price and expected proceeds, we entered into foreign exchange forward contracts. On April 7, 2022, we amended the agreement to sell William Hill International to 888 Holdings Plc for a revised enterprise value of approximately £2.0 billion. The amended agreement reflected a £250 million reduction in consideration payable at closing and up to £100 million as deferred consideration to be paid to us, subject to 888 Holdings Plc meeting certain 2023 financial targets. During the nine months ended September 30, 2022, we recorded impairments to assets held for sale of $503 million within discontinued operations based on the revised and final sales prices.

On July 1, 2022, we completed the sale of William Hill International to 888 Holdings Plc. and outstanding borrowings under the Bridge Credit Agreement were immediately repaid. After the repayment of the Bridge Credit Agreement, other permitted leakage, and the settlement of related forward contracts, we received net proceeds of $730 million. Including open market repurchases and repayments, we utilized all $730 million to reduce our outstanding debt.

We recognized acquisition-related transaction costs of $2 million and $5 million for the three months ended September 30, 2022 and 2021, respectively, and $10 million and $60 million for the nine months ended September 30, 2022 and 2021, respectively, excluding additional transaction costs associated with the sale of William Hill International. These costs were associated with legal, professional services and severance costs and were recorded in Transaction and other operating costs, net in our Statements of Operations.

Consolidation of Horseshoe Baltimore

On August 26, 2021, we increased our ownership interest in CBAC Borrower, LLC ("Horseshoe Baltimore"), a property which we also manage, to approximately 75.8% for cash consideration of $55 million. Subsequent to the change in ownership, we were determined to have a controlling financial interest and began to consolidate the operations of Horseshoe Baltimore.

Investments and Partnerships

NeoGames

The acquired net assets of William Hill included an investment in publicly traded common stock of NeoGames S.A. ("NeoGames"), a global leader of iLottery solutions and services to national and state-regulated lotteries, and other investments. On September 16, 2021, we sold a portion of our shares of NeoGames common stock for $136 million which decreased our ownership interest from 24.5% to 8.4%. Additionally, on March 14, 2022, we sold our remaining 2 million shares at fair value for $26 million and recorded a loss on the change in fair value of $34 million during the nine months ended September 30, 2022, which is included within Other income (loss) on our Statements of Operations.

Pompano Joint Venture

In April 2018, we entered into a joint venture with Cordish Companies ("Cordish") to plan and develop a mixed-use entertainment and hospitality destination expected to be located on unused land adjacent to the casino and racetrack at our Pompano property. As the managing member, Cordish will operate the business and manage the development, construction, financing, marketing, leasing, maintenance and day-to-day operation of the various phases of the project. Additionally, Cordish will be responsible for the development of the master plan for the project with our input and will submit it for our review and approval. In June 2021, the joint venture issued a capital call and we contributed $3 million, for a total of $4 million in cash since inception of the joint venture. On February 12, 2021, we contributed 186 acres to the joint venture with a fair value of $61 million. Total contributions of approximately 206 acres of land have been made with a fair value of approximately $69 million and we have no further obligation to contribute additional real estate or cash as of September 30, 2022. We entered into a short-term lease agreement in February 2021, which we can cancel at any time, to lease back a portion of the land from the joint venture.

While we hold a 50% variable interest in the joint venture, we are not the primary beneficiary; as such the investment in the joint venture is accounted for using the equity method. We participate evenly with Cordish in the profits and losses of the joint venture, which are included in Transaction and other operating costs, net on our Statements of Operations. As of September 30, 2022 and December 31, 2021, our investment in the joint venture is recorded in Investment in and advances to unconsolidated affiliates on the Balance Sheets.

Reportable Segments

Segment results in this MD&A are presented consistent with the way our management reviews operating results, assesses performance and makes decisions on a "significant market" basis. Management views each of the Company's casinos as an operating segment. Operating segments are aggregated based on their similar economic characteristics, types of customers, types of services and products provided, and their management and reporting structure. Our principal operating activities occur in four reportable segments: (1) Las Vegas, (2) Regional, (3) Caesars Digital, and (4) Managed and Branded, in addition to Corporate and Other.

Presentation of Financial Information

The presentation of financial information included in this Item 2 for the periods after our acquisition of William Hill on April 22, 2021 and the acquisition of an additional interest in Horseshoe Baltimore on August 26, 2021, is not fully comparable to the periods prior to the respective acquisitions. In addition, the presentation of financial information herein for the periods after the sale of various properties is not fully comparable to the periods prior to their respective sale dates.

This MD&A is intended to provide information to assist in better understanding and evaluating our financial condition and results of operations. Our historical operating results may not be indicative of our future results of operations because of the

factors described in the preceding paragraph and the changing competitive landscape in each of our markets, including changes in market and societal trends, as well as by factors discussed elsewhere herein. We recommend that you read this MD&A in conjunction with our unaudited Financial Statements and the notes to those statements included in this Quarterly Report on Form 10-Q.

Key Performance Metrics

Our primary source of revenue is generated by our gaming operations, our retail and online sports betting, as well as our online gaming. Additionally we utilize our hotels, restaurants, bars, entertainment venues, retail shops, racing and other services to attract customers to our properties. Our operating results are highly dependent on the volume and quality of customers staying at, or visiting, our properties and using our sports betting and iGaming applications.

Key performance metrics include volume indicators such as drop or handle, which refer to amounts wagered by our customers. The amount of volume we retain, which is not fully controllable by us, is recognized as casino revenues and is referred to as our win or hold. Slot win percentage is typically in the range of approximately 9% to 11% of slot handle for both the Las Vegas and Regional segments. Table game hold percentage is typically in the range of approximately 14% to 23% of table game drop in the Las Vegas segment and 18% to 21% of table game drop in the Regional segment. Sports betting hold is typically in the range of 5% to 9% and iGaming hold typically ranges from 3% to 4%. In addition, hotel occupancy, which is the average percentage of available hotel rooms occupied during a period, is a key indicator for our hotel business in the Las Vegas segment. See “Results of Operations” section below. Complimentary rooms are treated as occupied rooms in our calculation of hotel occupancy. The key metrics we utilize to measure our profitability and performance are Adjusted EBITDA and Adjusted EBITDA margin.

Significant Factors Impacting Financial Results

The following summary highlights the significant factors impacting our financial results for the three and nine months ended September 30, 2022 and 2021.

Acquisition and Transaction Costs

- *William Hill Acquisition* – On April 22, 2021, we consummated our previously announced acquisition of the entire issued and to be issued share capital (other than shares owned by us or held in treasury) of William Hill PLC, in an all-cash transaction of £2.9 billion, or approximately $3.9 billion. We recognized acquisition-related transaction costs of $2 million and $5 million for the three months ended September 30, 2022 and 2021, respectively, and $10 million and $60 million for the nine months ended September 30, 2022 and 2021, respectively, excluding additional transaction costs associated with the sale of William Hill International.

- *Consolidation of Horseshoe Baltimore* – On August 26, 2021, we increased our ownership interest in Horseshoe Baltimore to approximately 75.8%. Prior to the purchase, we held an interest in Horseshoe Baltimore of approximately 44.3% which was accounted for as an equity method investment. Subsequent to the change in ownership, we determined that we have a controlling financial interest and have consolidated the operations of Horseshoe Baltimore. As discussed in the section above, the operations post consolidation are not fully comparable to the prior periods.

Divestitures and Discontinued Operations

- *Divestitures and Discontinued Operations* – See “Overview” section above for detail on properties divested, including related discontinued operations.

Other Significant Factors

- *Economic Factors Impacting Discretionary Spending* – Gaming and other leisure activities we offer represent discretionary expenditures which may be sensitive to economic downturns. The resurgence of the Omicron variant of COVID-19 continued to impact the beginning of the year, however, many of our properties experienced positive trends during much of the nine months ended September 30, 2022 including higher hotel occupancy and rates, particularly in Las Vegas, and increased gaming and food and beverage volumes coupled with improved product mix. During 2021, mandates and restrictions on maximum capacities and amenities available were eased, discretionary consumer spending was supplemented via governmental stimulus, and pent-up consumer demand from the prolonged impact of COVID-19 resulted in strong results across our properties.

  In addition to the effects of the increase in consumer discretionary spend in the prior year primarily attributable to government stimulus programs, we are monitoring the trend in higher inflation in the current year and the possible implications on certain customers most affected by lower discretionary income. Although we have seen some reduced visitation from those customers, those not as affected by inflation remain steady or have slightly improved.

- *Construction Disruption* – In late August 2020, our Regional segment was negatively impacted by Hurricane Laura, causing severe damage to Isle of Capri Casino Hotel Lake Charles, which has remained closed during the construction of our new land-based casino, Horseshoe Lake Charles, which is expected to open on December 12, 2022. During the nine months ended September 30, 2022, we reached a final settlement agreement with the insurance carriers for $128 million, before our insurance deductible of $25 million. We recorded a gain of $38 million and $22 million during the nine months ended September 30, 2022 and 2021, respectively, which are included in Transaction and other operating costs, net in our Statements of Operations, as proceeds received for the cost to replace damaged property were in excess of the respective carrying value of the assets. Construction disruption has also been experienced within our Regional segment as we are currently performing significant renovations, remodeling and rebranding of certain properties. See further discussion below within Liquidity and Capital Resources.

- *Caesars Sportsbook and Caesars Racebook* – In connection with the launch and rebranding of the Caesars Sportsbook app, our Caesars Digital segment initiated a significant marketing campaign with distinguished actors, former athletes and other media personalities. As new states and jurisdictions have legalized sports betting, we have made significant upfront investments which have been executed through marketing campaigns and promotional incentives to acquire new customers and establish ourselves as an industry leader. For example, in connection with the launch of our Caesars Sportsbook app in the state of New York on January 8, 2022 and Louisiana on January 28, 2022, we experienced negative net revenue at the beginning of 2022 resulting from a substantial amount of bonus cash and matched deposits issued to customers as sign-on incentives, which exceeded our gaming win. Our level of investment and types of incentives provided are discretionary and are not expected to continue at elevated levels subsequent to the initial launch period. In addition, as our Caesars Racebook launches in new states and jurisdictions, we may offer deposit matching incentives to new users. A significant portion of our marketing and promotional costs are variable and we continue to monitor and adjust our level of investment based on jurisdiction specific conditions, customer behaviors, and results observed from prior state launches.

Results of Operations

The following table highlights the results of our operations:

(Dollars in millions)	Three Months Ended September 30, 2022	Three Months Ended September 30, 2021	Nine Months Ended September 30, 2022	Nine Months Ended September 30, 2021
Net revenues:				
Las Vegas	$ 1,077	$ 1,017	$ 3,133	$ 2,369
Regional	1,530	1,492	4,348	4,173
Caesars Digital	212	96	311	221
Managed and Branded	70	79	210	206
Corporate and Other [(a)]	(2)	1	(2)	10
Total	$ 2,887	$ 2,685	$ 8,000	$ 6,979
Net income (loss)	$ 53	$ (231)	$ (748)	$ (583)
Adjusted EBITDA [(b)]:				
Las Vegas	$ 480	$ 500	$ 1,427	$ 1,085
Regional	570	554	1,542	1,549
Caesars Digital	(38)	(164)	(661)	(171)
Managed and Branded	22	22	64	69
Corporate and Other [(a)]	(22)	(42)	(86)	(123)
Total	$ 1,012	$ 870	$ 2,286	$ 2,409
Net income (loss) margin	1.8 %	(8.6)%	(9.4)%	(8.4)%
Adjusted EBITDA margin	35.1 %	32.4 %	28.6 %	34.5 %

[(a)] *Corporate and Other includes revenues related to certain licensing arrangements and various revenue sharing agreements. Corporate and Other Adjusted EBITDA includes corporate overhead costs, which consist of certain expenses, such as: payroll, professional fees and other general and administrative expenses.*

[(b)] *See the "Supplemental Unaudited Presentation of Consolidated Adjusted Earnings Before Interest, Taxes, Depreciation and Amortization ("Adjusted EBITDA")" discussion later in this MD&A for a definition of Adjusted EBITDA and a reconciliation of net income (loss) to Adjusted EBITDA.*

Consolidated comparison of the three and nine months ended September 30, 2022 and 2021

Net Revenues

Net revenues were as follows:

(Dollars in millions)	Three Months Ended September 30, 2022	Three Months Ended September 30, 2021	Variance	Percent Change	Nine Months Ended September 30, 2022	Nine Months Ended September 30, 2021	Variance	Percent Change
Casino and pari-mutuel commissions	$ 1,605	$ 1,510	$ 95	6.3 %	$ 4,446	$ 4,308	$ 138	3.2 %
Food and beverage	411	347	64	18.4 %	1,172	797	375	47.1 %
Hotel	544	511	33	6.5 %	1,446	1,122	324	28.9 %
Other	327	317	10	3.2 %	936	752	184	24.5 %
Net Revenues	$ 2,887	$ 2,685	$ 202	7.5 %	$ 8,000	$ 6,979	$ 1,021	14.6 %

Despite the resurgence of the Omicron variant during the beginning of 2022, consolidated net revenues increased for the three and nine months ended September 30, 2022 as compared to the same prior year periods. The Company's net revenues have benefited from steady gaming volumes at our properties, increased hotel occupancy and room rates, and improved food and beverage offerings. The Company continues to remain strategic with new food and beverage offerings with a focus on operating margins and product mix. Live entertainment events and conventions continue to increase year over year following the prolonged impacts from COVID-19. Additionally, the consolidation of Horseshoe Baltimore on August 26, 2021 contributed to the increase in net revenues for the three and nine months ended September 30, 2022. These increases were offset slightly by negative gaming revenue in our Caesars Digital segment in the first quarter of 2022 and the impact of our recent divestitures, described above.

Operating Expenses

Operating expenses were as follows:

(Dollars in millions)	Three Months Ended September 30, 2022	2021	Variance	Percent Change	Nine Months Ended September 30, 2022	2021	Variance	Percent Change
Casino and pari-mutuel commissions	$ 838	$ 830	$ 8	1.0 %	$ 2,727	$ 2,111	$ 616	29.2 %
Food and beverage	240	210	30	14.3 %	684	484	200	41.3 %
Hotel	142	130	12	9.2 %	391	317	74	23.3 %
Other	105	114	(9)	(7.9)%	298	262	36	13.7 %
General and administrative	529	486	43	8.8 %	1,545	1,284	261	20.3 %
Corporate	63	86	(23)	(26.7)%	208	228	(20)	(8.8)%
Depreciation and amortization	304	276	28	10.1 %	910	842	68	8.1 %
Transaction and other operating costs, net	7	21	(14)	(66.7)%	(14)	113	(127)	*
Total operating expenses	$ 2,228	$ 2,153	$ 75	3.5 %	$ 6,749	$ 5,641	$ 1,108	19.6 %

* *Not meaningful.*

Casino and pari-mutuel expenses consist primarily of salaries and wages associated with our gaming operations, gaming taxes and marketing and promotions costs attributable to our Caesars Digital segment. Food and beverage expenses consist principally of salaries and wages and costs of goods sold associated with our food and beverage operations. Hotel expenses consist principally of salaries, wages and supplies associated with our hotel operations. Other expenses consist principally of salaries and wages, costs of goods sold and professional talent fees associated with our retail, entertainment and other operations.

Casino, food and beverage, hotel, and other expenses for the three and nine months ended September 30, 2022 increased year over year as a result of the William Hill Acquisition and the consolidation of Horseshoe Baltimore. During the nine months ended September 30, 2022, advertising costs consisting of television, radio and internet marketing campaigns directly attributable to our Caesars Sportsbook app also contributed to the increase in Casino and pari-mutuel commissions, particularly during the launch of the app in New York and Louisiana during the first quarter. These increases were partially offset as we scaled back our advertising efforts subsequent to the first quarter of 2022 and continue to identify more efficient methods to manage marketing and promotional spend and reduce gaming expenses within our Las Vegas and Regional segments. We also continue to focus on labor efficiencies to manage rising labor costs. Moreover, we have managed recent increases in food costs by focusing on efficiencies within food and beverage venues and menu options.

General and administrative expenses include items such as information technology, facility maintenance, utilities, property and liability insurance, expenses for administrative departments such as accounting, compliance, purchasing, human resources, legal and internal audit, and property taxes. General and administrative expenses also include other marketing expenses indirectly related to our gaming and non-gaming operations.

General and administrative expenses and depreciation and amortization expense increased for the three and nine months ended September 30, 2022 as compared to the same prior year period, mainly due to the William Hill Acquisition and the consolidation of Horseshoe Baltimore as well as higher utility costs during the third quarter.

Transaction and other operating costs decreased for the three and nine months ended September 30, 2022 as compared to the same prior year period due a gain of approximately $38 million as proceeds received for the Isle of Capri Casino Hotel Lake Charles property damage were in excess of the respective carrying value of the assets. Additionally, no significant acquisition related transaction costs were incurred during the year as compared to the William Hill Acquisition in the prior year.

Other income (expenses)

Other income (expenses) were as follows:

(Dollars in millions)	Three Months Ended September 30, 2022	2021	Variance	Percent Change	Nine Months Ended September 30, 2022	2021	Variance	Percent Change
Interest expense, net	$ (569)	$ (579)	$ 10	1.7 %	$ (1,680)	$ (1,734)	$ 54	3.1 %
Loss on extinguishment of debt	(33)	(117)	84	71.8 %	(33)	(140)	107	76.4 %
Other income (loss)	4	(153)	157	*	53	(176)	229	*
Benefit (provision) for income taxes	(8)	90	(98)	*	47	167	(120)	*

* *Not meaningful.*

Interest expense, net decreased for the three and nine months ended September 30, 2022, as compared to the same prior year period due to the extinguishment of 5% Convertible Notes in June 2021, partial repurchase of the CEI Senior Notes completed in October 2021, the repricing of the Caesars Resort Collection ("CRC") Incremental Term Loan in September 2021, the partial repurchases of the CEI Senior Notes and the CRC Senior Secured Notes, and the partial prepayments of the CRC Incremental Term Loan and the CRC Term Loan during the nine months ended September 30, 2022. Additionally, on September 24, 2021, the Company issued $1.2 billion in aggregate principal amount of the Senior Notes. Proceeds from the issuance of the Senior Notes, as well as cash on hand, were used to repay the $1.7 billion aggregate principal amount of the CRC Notes. These decreases were offset slightly by the consolidation of debt held by Horseshoe Baltimore.

For the three and nine months ended September 30, 2022, loss on extinguishment of debt was related to the early prepayments of the CRC Incremental Term Loan and the CRC Term Loan. The loss on extinguishment of debt for the three and nine months ended September 30, 2021 was primarily due to the early repayment of the CRC Notes and the 5% Convertible Notes.

For the three and nine months ended September 30, 2022, other income (loss) primarily consisted of a gain related to the resolution of a portion of disputed claims liability related to Former Caesars' bankruptcy and a change in the fair value of foreign exchange forward contracts, offset by the change in fair value of investments. For the three and nine months ended September 30, 2021, other income (loss) primarily consisted of a loss on the change in fair value of investments and a derivative liability, slightly offset by a foreign exchange transaction gain.

The income tax provision for the three months ended September 30, 2022 differed from the expected income tax provision based on the federal tax rate of 21% primarily due to a decrease in the state deferred tax liabilities as a result of a reduction in tax rates in Pennsylvania and Iowa. The income tax benefit for the nine months ended September 30, 2022 differed from the expected income tax benefit based on the federal tax rate of 21% primarily due to a true-up adjustment related to the tax impact of the settlement of preexisting relationships upon the William Hill Acquisition in 2021 and nondeductible expenses.

The income tax benefit for the three months ended September 30, 2021 differed from the expected income tax benefit based on the federal tax rate of 21% primarily due to the realization of capital losses previously not tax benefited due to the William Hill Acquisition, offset by nondeductible expenses related to the 5% Convertible Notes conversion The income tax benefit for the nine months ended September 30, 2021 differed from the expected income tax benefit based on the federal tax rate of 21% primarily due to the reclassification of Horseshoe Hammond from held for sale and state taxes, offset by nondeductible expenses related to the 5% Convertible Notes conversion.

Segment comparison of the three and nine months ended September 30, 2022 and 2021

Las Vegas Segment

(Dollars in millions)	Three Months Ended September 30, 2022	2021	Variance	Percent Change	Nine Months Ended September 30, 2022	2021	Variance	Percent Change
Revenues:								
Casino and pari-mutuel commissions	$ 323	$ 329	$ (6)	(1.8)%	$ 929	$ 870	$ 59	6.8 %
Food and beverage	264	221	43	19.5 %	775	476	299	62.8 %
Hotel	335	303	32	10.6 %	959	660	299	45.3 %
Other	155	164	(9)	(5.5)%	470	363	107	29.5 %
Net Revenues	$ 1,077	$ 1,017	$ 60	5.9 %	$ 3,133	$ 2,369	$ 764	32.2 %
Table game drop	$ 890	$ 805	$ 85	10.6 %	$ 2,594	$ 2,174	$ 420	19.3 %
Table game hold %	22.2 %	22.6 %		(0.4) pts	21.6 %	20.0 %		1.6 pts
Slot handle	$ 2,599	$ 2,676	$ (77)	(2.9)%	$ 7,756	$ 7,261	$ 495	6.8 %
Hotel occupancy	93.6 %	89.6 %		4 pts	91.1 %	80.3 %		10.8 pts
Adjusted EBITDA	$ 480	$ 500	$ (20)	(4.0)%	$ 1,427	$ 1,085	$ 342	31.5 %
Adjusted EBITDA margin	44.6 %	49.2 %		(4.6) pts	45.5 %	45.8 %		(0.3) pts
Net income attributable to Caesars	$ 245	$ 272	$ (27)	(9.9)%	$ 726	$ 389	$ 337	86.6 %

For the three and nine months ended September 30, 2022, the Las Vegas segment's net revenues increased primarily due to expanded food and beverage offerings, including Bobby's Burgers, Nobu, and The Bedford by Martha Stewart at Paris, and continued growth in hotel occupancy and rates, offset by slower gaming revenue growth during the three months ended September 30, 2022 due to gaming capacity disruption caused by the renovation to the front entrance area at Caesars Palace. For the three months ended September 30, 2022, Adjusted EBITDA and Adjusted EBITDA margin in the Las Vegas segment were negatively impacted by higher utility costs experienced during the quarter.

For the three and nine months ended September 30, 2022, slot win percentage in the Las Vegas segment was within our typical range.

Regional Segment

(Dollars in millions)	Three Months Ended September 30, 2022	2021	Variance	Percent Change	Nine Months Ended September 30, 2022	2021	Variance	Percent Change
Revenues:								
Casino and pari-mutuel commissions	$ 1,096	$ 1,096	$ —	— %	$ 3,264	$ 3,241	$ 23	0.7 %
Food and beverage	147	125	22	17.6 %	397	318	79	24.8 %
Hotel	209	208	1	0.5 %	487	462	25	5.4 %
Other	78	63	15	23.8 %	200	152	48	31.6 %
Net Revenues	$ 1,530	$ 1,492	$ 38	2.5 %	$ 4,348	$ 4,173	$ 175	4.2 %
Table game drop	$ 1,151	$ 1,119	$ 32	2.9 %	$ 3,268	$ 3,236	$ 32	1.0 %
Table game hold %	21.0 %	20.4 %		0.6 pts	22.0 %	20.7 %		1.3 pts
Slot handle	$ 11,280	$ 11,228	$ 52	0.5 %	$ 32,621	$ 33,360	$ (739)	(2.2)%
Adjusted EBITDA	$ 570	$ 554	$ 16	2.9 %	$ 1,542	$ 1,549	$ (7)	(0.5)%
Adjusted EBITDA margin	37.3 %	37.1 %		0.2 pts	35.5 %	37.1 %		(1.6) pts
Net income attributable to Caesars	$ 211	$ 239	$ (28)	(11.7)%	$ 480	$ 555	$ (75)	(13.5)%

Regional segment's Net Revenues, Adjusted EBITDA and Adjusted EBITDA margin for the three and nine months ended September 30, 2022 remained comparable to the same prior year period. Gaming volumes for the three and nine months ended September 30, 2022 also remain comparable as the reduction in mandates and restrictions, combined with pent up consumer demand and supplemental discretionary spend from governmental stimulus resulted in strong results during 2021. Performance among our Regional properties was affected by a resurgence of the Omicron variant of COVID-19 in the beginning of 2022; however, the Regional segment subsequently experienced positive results due to improved food and beverage offerings, increased entertainment revenues and an increase in banquets. The consolidation of Horseshoe Baltimore has also had a positive impact on our results. We continue to monitor trends observed during the current year of reduced visitation from certain customers most affected by the current inflationary pressures whereas those not as affected by such pressures remain steady or have improved. We also continue to monitor our competitive environment resulting from the opening of a new casino resort in Gary, Indiana. Further, renovations and capital projects at Harrah's New Orleans and Atlantic City properties have led to slight disruptions in operations. Despite these headwinds, and the impact of our recent divestitures described above, our results of operations remain strong as compared to pre-pandemic years.

Table game hold percentage in the Regional segment for the three and nine months ended September 30, 2022 was slightly higher than our typical range. Slot win percentage in the Regional segment for the three and nine months ended September 30, 2022 was within our typical range.

Caesars Digital Segment

(Dollars in millions)	**Three Months Ended September 30, 2022**	**2021**	**Variance**	**Percent Change**	**Nine Months Ended September 30, 2022**	**2021**	**Variance**	**Percent Change**
Revenues:								
Casino and pari-mutuel commissions [(a)]	$ 187	$ 85	$ 102	120.0 %	$ 255	$ 197	$ 58	29.4 %
Other	25	11	14	127.3 %	56	24	32	133.3 %
Net Revenues	$ 212	$ 96	$ 116	120.8 %	$ 311	$ 221	$ 90	40.7 %
Sports betting handle [(b)]	$ 2,029	$ 1,528	$ 501	32.8 %	$ 9,350	$ 2,442	$ 6,908	*
Sports betting hold %	7.9 %	5.0 %		2.9 pts	5.4 %	5.2 %		0.2 pts
iGaming handle	$ 1,787	$ 1,467	$ 320	21.8 %	$ 6,054	$ 3,754	$ 2,300	61.3 %
iGaming hold %	3.5 %	3.2 %		0.3 pts	3.3 %	3.3 %		(0) pts
Adjusted EBITDA	$ (38)	$ (164)	$ 126	76.8 %	$ (661)	$ (171)	$ (490)	*
Adjusted EBITDA margin	(17.9)%	(170.8)%		152.9 pts	*	(77.4)%		*
Net loss attributable to Caesars	$ (63)	$ (190)	$ 127	66.8 %	$ (755)	$ (220)	$ (535)	*

* *Not meaningful.*

[(a)] *Includes total promotional and complimentary incentives related to sports betting, iGaming, and poker of $48 million and $49 million for the three months ended September 30, 2022 and 2021, respectively, and $487 million and $79 million for the nine months ended September 30, 2022 and 2021, respectively. Promotional and complimentary incentives for poker were $5 million and $6 million for the three months ended September 30, 2022 and 2021, respectively, and $18 million and $11 million for the nine months ended September 30, 2022 and 2021, respectively.*

[(b)] *Caesars Digital generated an additional $220 million and $196 million of sports betting handle, for the three months ended September 30, 2022 and 2021, respectively, and $824 million and $325 million for the nine months ended September 30, 2022 and 2021, respectively, which is not included in this table, for select wholly-owned and third-party operations for which Caesars Digital provides services and we receive all, or a share of, the net profits. Hold related to these operations was 14.0% and 11.5%, for the three months ended September 30, 2022 and 2021, respectively, and 10.1% and 10.5% for the nine months ended September 30, 2022 and 2021, respectively. Sports betting handle includes $12 million and $14 million for the three months ended September 30, 2022 and 2021, respectively, and $39 million and $26 million for the nine months ended September 30, 2022 and 2021, respectively, related to horse racing and pari-mutuel wagers.*

Caesars Digital includes Caesars' operations for retail and mobile sports betting, online casino, poker, and horse racing, which includes our Caesars Sportsbook and Caesars Racebook apps. Caesars Digital's sports betting handle and iGaming handle increased significantly for the three and nine months ended September 30, 2022 compared to the same prior year period due to the William Hill Acquisition, the launch of our new Caesars Sportsbook app in 2021, and the expansion of sports betting into additional states and jurisdictions subsequent to the acquisition. Net Revenues increased during the three months ended September 30, 2022 due to higher handle and lower promotional and complimentary incentives as a percentage of Net Revenues during the period. Adjusted EBITDA loss during the three months ended September 30, 2022 decreased significantly due to higher Net Revenues and lower marketing expenses.

Sports betting and iGaming hold percentages in the Caesars Digital segment for the three and nine months ended September 30, 2022 were within our typical range.

We expect to continue to expand into new jurisdictions with our apps, our Caesars branded retail sportsbooks, and our iGaming applications, to the extent such jurisdictions allow. During significant promotional periods, such as entering these new jurisdictions, we may deploy a significant level of marketing spend to build brand awareness and acquire and retain customers.

As sports betting and online casinos expand through increased state legalization and customer adoption, variations in hold percentages and increases in marketing and promotional costs in highly competitive markets may negatively impact Caesars Digital's net revenues, Adjusted EBITDA and margin in comparison to prior periods. These periods are not expected to be long in duration as we use our discretion to determine the ongoing level of investment for a particular jurisdiction.

Managed and Branded Segment

(Dollars in millions)	Three Months Ended September 30, 2022	2021	Variance	Percent Change	Nine Months Ended September 30, 2022	2021	Variance	Percent Change
Revenues:								
Food and beverage	$ —	$ 1	$ (1)	(100.0)%	$ —	$ 3	$ (3)	(100.0)%
Other	70	78	(8)	(10.3)%	210	203	7	3.4 %
Net Revenues	$ 70	$ 79	$ (9)	(11.4)%	$ 210	$ 206	$ 4	1.9 %
Adjusted EBITDA	$ 22	$ 22	$ —	— %	$ 64	$ 69	$ (5)	(7.2)%
Adjusted EBITDA margin	31.4 %	27.8 %		3.6 pts	30.5 %	33.5 %		(3) pts
Net income (loss) attributable to Caesars	$ 22	$ 38	$ (16)	(42.1)%	$ (321)	$ 40	$ (361)	*

* *Not meaningful.*

We manage several properties and license rights to the use of our brands. These revenue agreements typically include reimbursement of certain costs that we incur directly. Such costs are primarily related to payroll costs incurred on behalf of the properties under management. The revenue related to these reimbursable management costs has a direct impact on our evaluation of Adjusted EBITDA margin which, when excluded, reflects margins typically realized from such agreements. The table below presents the amount included in net revenues and total operating expenses related to these reimbursable costs.

(Dollars in millions)	Three Months Ended September 30, 2022	2021	Variance	Percent Change	Nine Months Ended September 30, 2022	2021	Variance	Percent Change
Reimbursable management revenue	$ 48	$ 57	$ (9)	(15.8)%	$ 146	$ 137	$ 9	6.6 %
Reimbursable management cost	48	57	(9)	(15.8)%	146	137	9	6.6 %

In connection with the closing of the sale of Caesars Southern Indiana on September 3, 2021, the Company and the Eastern Band of Cherokee Indians extended their existing relationship by entering into a 10-year brand license agreement for the continued use of the Caesars brand and Caesars Rewards loyalty program at Caesars Southern Indiana. Caesars Southern Indiana was previously reported within the Regional segment and subsequent to the sale, as a result of the license agreement, is reported within the Managed and Branded segment. The increase was slightly offset by the consolidation of Horseshoe Baltimore beginning in the third quarter of 2021. The operations of the property are included in the Regional segment and management revenue is eliminated upon consolidation.

Corporate & Other

(Dollars in millions)	Three Months Ended September 30, 2022	2021	Variance	Percent Change	Nine Months Ended September 30, 2022	2021	Variance	Percent Change
Revenues:								
Casino and pari-mutuel commissions	$ (1)	$ —	$ (1)	*	$ (2)	$ —	$ (2)	*
Other	(1)	1	(2)	*	—	10	(10)	(100.0)%
Net Revenues	$ (2)	$ 1	$ (3)	*	$ (2)	$ 10	$ (12)	*
Adjusted EBITDA	$ (22)	$ (42)	$ 20	47.6 %	$ (86)	$ (123)	$ 37	30.1 %

* *Not meaningful.*

Supplemental Unaudited Presentation of Consolidated Adjusted Earnings Before Interest, Taxes, Depreciation and Amortization ("Adjusted EBITDA") for the Three and Nine Months Ended September 30, 2022 and 2021

Adjusted EBITDA (described below), a non-GAAP financial measure, has been presented as a supplemental disclosure because it is a widely used measure of performance and basis for valuation of companies in our industry and we believe that this non-GAAP supplemental information will be helpful in understanding our ongoing operating results. Management has historically used Adjusted EBITDA when evaluating operating performance because we believe that the inclusion or exclusion of certain recurring and non-recurring items is necessary to provide a full understanding of our core operating results and as a means to evaluate period-to-period results. Adjusted EBITDA represents net income (loss) before interest income or interest expense, net of interest capitalized, (benefit) provision for income taxes, depreciation and amortization, (gain) loss on investments and marketable securities, stock-based compensation, impairment charges, transaction expenses, severance expense, selling costs associated with the divestitures of properties, equity in income (loss) of unconsolidated affiliates, (gain) loss on the sale or disposal of property and equipment, (gain) loss related to divestitures, changes in the fair value of certain derivatives and certain non-recurring expenses such as sign-on and retention bonuses, business optimization expenses and transformation expenses, certain litigation awards and settlements, contract exit or termination costs, and certain regulatory settlements. Adjusted EBITDA also excludes the expense associated with certain of our leases as these transactions were accounted for as financing obligations and the associated expense is included in interest expense. Adjusted EBITDA is not a measure of performance or liquidity calculated in accordance with accounting principles generally accepted in the United States ("GAAP"). It is unaudited and should not be considered an alternative to, or more meaningful than, net income (loss) as an indicator of our operating performance. Uses of cash flows that are not reflected in Adjusted EBITDA include capital expenditures, interest payments, income taxes, debt principal repayments, payments under our leases with affiliates of GLPI and VICI and certain regulatory gaming assessments, which can be significant. As a result, Adjusted EBITDA should not be considered as a measure of our liquidity. Other companies that provide EBITDA information may calculate Adjusted EBITDA differently than we do. The definition of Adjusted EBITDA may not be the same as the definitions used in any of our debt agreements.

The following tables summarize our Adjusted EBITDA for the three and nine months ended September 30, 2022 and 2021, respectively, in addition to reconciling net income (loss) to Adjusted EBITDA in accordance with GAAP (unaudited):

	Three Months Ended September 30,	
(In millions)	**2022**	**2021**
Net income (loss) attributable to Caesars	$ 52	$ (233)
Net income attributable to noncontrolling interests	1	2
Discontinued operations, net of income taxes	—	4
(Benefit) provision for income taxes	8	(90)
Other (income) loss [(a)]	(4)	153
Loss on extinguishment of debt	33	117
Interest expense, net	569	579
Depreciation and amortization	304	276
Transaction and other operating costs, net [(b)]	7	21
Stock-based compensation expense	26	21
Other items [(c)]	16	20
Adjusted EBITDA	1,012	870
Pre-consolidation, pre-acquisition, and pre-disposition EBITDA, net [(d)]	—	10
Total Adjusted EBITDA	$ 1,012	$ 880

	Nine Months Ended September 30,	
(In millions)	**2022**	**2021**
Net loss attributable to Caesars	$ (751)	$ (585)
Net income attributable to noncontrolling interests	3	2
Discontinued operations, net of income taxes	386	38
Benefit for income taxes	(47)	(167)
Other (income) loss [(a)]	(53)	176
Loss on extinguishment of debt	33	140
Interest expense, net	1,680	1,734
Depreciation and amortization	910	842
Transaction and other operating costs, net [(b)]	(14)	113
Stock-based compensation expense	77	64
Other items [(c)]	62	52
Adjusted EBITDA	2,286	2,409
Pre-consolidation, pre-acquisition, and pre-disposition EBITDA, net [(d)]	—	3
Total Adjusted EBITDA	$ 2,286	$ 2,412

[(a)] *Other income for the three and nine months ended September 30, 2022 primarily represents the net changes in fair value of (i) investments held by the Company, (ii) foreign exchange forward contracts, and (iii) the disputed claims liability related to Former Caesars' bankruptcy prior to the Merger. Other loss for the three and nine months ended September 30, 2021 primarily represents a loss on the change in fair value of investments held by the Company and a loss on the change in fair value of the derivative liability related to the 5% Convertible Notes.*

[(b)] *Transaction and other operating costs, net for the three and nine months ended September 30, 2022 primarily represents a gain resulting from insurance proceeds received in excess of the respective carrying value of the assets damaged at Lake Charles by Hurricane Laura in Q1 2022 partially offset by various contract or license termination costs. Transaction and other operating costs, net for the three and nine months ended September 30, 2021 primarily represent costs related to the William Hill Acquisition and the Merger, various contract or license termination exit costs, professional services, other acquisition costs and severance costs.*

[(c)] *Other items primarily represent certain consulting and legal fees, rent for non-operating assets, relocation expenses, retention bonuses, and business optimization expenses.*

[(d)] *Results of operations for Horseshoe Baltimore for periods prior to the consolidation resulting from the Company's increase in its ownership interest on August 26, 2021 and William Hill prior to its acquisition on April 22, 2021 are added to Adjusted EBITDA. The results of operations for MontBleu, Evansville, and Belle of Baton Rouge prior to divestiture are subtracted from Adjusted EBITDA. Such figures are based on unaudited internal financial statements and have not been reviewed by the Company's auditors for the periods presented. The additional financial information is included to enable the comparison of current results with results of prior periods.*

Liquidity and Capital Resources

We are a holding company, and our only significant assets are ownership interests in our subsidiaries. Our ability to fund our obligations depends on existing cash on hand, contracted asset sales, cash flows from our subsidiaries and our ability to raise capital. Our primary sources of liquidity and capital resources are existing cash on hand, cash flows from operations, availability of borrowings under our revolving credit facilities, proceeds from the issuance of debt and equity securities and proceeds from completed asset sales. Our cash requirements may fluctuate significantly depending on our decisions with respect to business acquisitions or divestitures and strategic capital and marketing investments.

As of September 30, 2022, our cash on hand and revolving borrowing capacity was as follows:

(In millions)	**September 30, 2022**
Cash and cash equivalents	$ 944
Revolver capacity [(a)]	2,180
Revolver capacity committed to letters of credit	(82)
Available revolver capacity committed as regulatory requirement	(48)
Total	$ 2,994

[(a)] *Revolver capacity includes $1,145 million under our CEI Revolving Credit Facility, as amended, maturing in July 2025, $1,025 million under our CRC Revolving Credit Facility, maturing in December 2022, and $10 million under our Baltimore Revolving Credit Facility, as amended, maturing in July 2023. On October 5, 2022, we amended the CEI Revolving Credit Facility to $2.25 billion maturing in January 2028 and terminated the CRC Revolving Credit Facility, as described below.*

During the nine months ended September 30, 2022, our operating activities generated cash inflows of $469 million, as compared to operating cash inflows of $974 million during the nine months ended September 30, 2021 due to the results of operations described above.

On September 30, 2020, the Company announced that it had reached an agreement with William Hill PLC on the terms of a recommended cash acquisition pursuant to which the Company would acquire the entire issued and to be issued share capital (other than shares owned by the Company or held in treasury) of William Hill PLC, in an all-cash transaction. On the acquisition date, the Company's intent was to divest of William Hill PLC's non-U.S. operations, which included the UK and international online divisions and the retail betting shops (collectively, "William Hill International") was held for sale as of the date of the closing of the William Hill Acquisition with operations reflected within discontinued operations. On April 22, 2021, the Company completed the acquisition of William Hill PLC for £2.9 billion, or approximately $3.9 billion.

In connection with the William Hill Acquisition, on April 22, 2021, a newly formed subsidiary of the Company (the "Bridge Facility Borrower") entered into a Credit Agreement (the "Bridge Credit Agreement") with certain lenders party thereto and Deutsche Bank AG, London Branch, as administrative agent and collateral agent, pursuant to which the lenders party thereto provided the Debt Financing (as defined below). The Bridge Credit Agreement provided for (a) a 540-day £1.0 billion asset sale bridge facility, (b) a 60-day £503 million cash confirmation bridge facility and (c) a 540-day £116 million revolving credit facility (collectively, the "Debt Financing"). The proceeds of the bridge loan facilities provided under the Bridge Credit Agreement were used (i) to pay a portion of the cash consideration for the acquisition and (ii) to pay fees and expenses related to the acquisition and related transactions. The £1.5 billion Interim Facilities Agreement (the "Interim Facilities Agreement") entered into on October 6, 2020 with Deutsche Bank AG, London Branch and JPMorgan Chase Bank, N.A., and amended on December 11, 2020, was terminated upon the execution of the Bridge Credit Agreement. On May 12, 2021, the Company repaid the £503 million cash confirmation bridge facility. On June 14, 2021, the Company drew down the full £116 million from the revolving credit facility and the proceeds, in addition to excess Company cash, were used to make a partial repayment of the asset sale bridge facility in the amount of £700 million.

On September 8, 2021, the Company entered into an agreement to sell William Hill International to 888 Holdings Plc for approximately £2.2 billion. In order to manage the risk of changes in the GBP denominated sales price and expected proceeds, the Company entered into foreign exchange forward contracts. On April 7, 2022, the Company amended the agreement to sell William Hill International to 888 Holdings Plc for a revised enterprise value of approximately £2.0 billion. The amended agreement reflected a £250 million reduction in consideration payable at closing and up to £100 million as deferred consideration to be paid to the Company, subject to 888 Holdings Plc meeting certain 2023 financial targets. During the nine months ended September 30, 2022, the Company recorded impairments to assets held for sale of $503 million within discontinued operations based on the revised and final sales prices.

On July 1, 2022, the Company completed the sale of William Hill International to 888 Holdings Plc. and outstanding borrowings under the Bridge Credit Agreement were immediately repaid. After the repayment of the Bridge Credit Agreement, other permitted leakage, and the settlement of related forward contracts, Caesars received net proceeds of $730 million. Including open market repurchases and repayments, the Company utilized all $730 million to reduce the Company's outstanding debt.

On October 5, 2022, CEI entered into a third amendment to the CEI Credit Agreement (the "Third Amendment") which provided for an aggregate principal amount of $750 million senior secured term loan (the "CEI Term Loan A" and together with the CEI Revolving Credit Facility, as so amended, the "Amended CEI Revolving Credit Facility," the "Senior Credit Facilities") as a new term loan under the credit agreement, increased the aggregate principal amount of the CEI Revolving Credit Facility to $2.25 billion and made certain other amendments to the credit agreement. Both the Amended CEI Revolving Credit Facility and the CEI Term Loan A mature on January 31, 2028, subject to a springing maturity in the event certain other long-term debt of Caesars is not extended or repaid. The Amended CEI Revolving Credit Facility includes a letter of credit sub-facility of $388 million. Concurrently with the closing of the Senior Credit Facilities, the Company terminated the CRC Revolving Credit Facility and utilized the entire proceeds of the CEI Term Loan A of $750 million to make a partial prepayment of the outstanding principal balance of the CRC Term Loan.

We expect that our primary capital requirements going forward will relate to the expansion and maintenance of our properties, taxes, servicing our outstanding indebtedness, and rent payments under our GLPI Master Lease, the VICI Leases and other leases. We make capital expenditures and perform continuing refurbishment and maintenance at our properties to maintain our quality standards. Our capital expenditure requirements for the next year include expansion projects, the rebranding of certain properties, implementation and migration of our Caesars Sportsbook and iGaming applications in certain states to our Liberty platform, and continued investment into new markets with our Caesars Sportsbook and iGaming applications in our Caesars Digital segment. In addition, we may, from time to time, seek to repurchase our outstanding indebtedness. Any such purchases may be funded by existing cash balances or the incurrence of debt. The amount and timing of any repurchase will be based on business and market conditions, capital availability, compliance with debt covenants and other considerations.

We continue to expand into new markets with projects such as our partnership with the Eastern Band of Cherokee Indians to build and develop Caesars Virginia which is estimated to open in late 2024. The development has a revised budget of $650 million and will include a premier destination resort casino along with a 500 room hotel and world-class casino floor including 1,300 slot machines, 85 live table games, 24 electronic table games, a WSOP Poker Room, a Caesars Sportsbook, a live entertainment theater and 40,000 square feet of meeting and convention space. Additionally, Caesars announced the plans to expand into Nebraska with the development of a Harrah's casino and racetrack. The approximately $75 million casino development is expected to feature a new one-mile horse racing surface, a 40,000-square-foot-casino and sportsbook with more than 400 slot machines and 20 table games, as well as a restaurant and retail space.

In 2020, we funded $400 million to escrow as of the closing of the Merger and have begun to utilize those funds in accordance with a three year capital expenditure plan in the state of New Jersey. This amount is currently included in restricted cash in Other assets, net. As of September 30, 2022, our restricted cash balance in the escrow account was $141 million for future capital expenditures in New Jersey.

As a condition of the extension of the casino operating contract and ground lease for Harrah's New Orleans, we are also required to make a capital investment of $325 million in Harrah's New Orleans by July 15, 2024. The capital investment will include a renovation and full interior and exterior redesign, updated casino floor, new culinary experiences and a new 340 room hotel tower as we are also in the process of rebranding the property as Caesars New Orleans. We expect to meet our required investment as the project has a current capital plan of approximately $430 million as of September 30, 2022. Total capital expenditures have been $87 million since the project began.

On August 27, 2020, Hurricane Laura made landfall on Lake Charles. Louisiana as a Category 4 storm severely damaging the Isle of Capri Casino Hotel Lake Charles. During the nine months ended September 30, 2022, the Company reached a final settlement agreement with the insurance carriers for a total amount of $128 million, before our insurance deductible of $25 million. During the nine months ended September 30, 2022, the Company received a total of $103 million related to damaged fixed assets, remediation costs and business interruption. Our new land-based casino, Horseshoe Lake Charles, will open on December 12, 2022.

Cash spent for capital expenditures totaled $717 million and $313 million for the nine months ended September 30, 2022 and 2021, respectively. The following table summarizes our capital expenditures for the nine months ended September 30, 2022, and an estimated range of capital expenditures for the remainder of 2022:

	Nine Months Ended September 30, 2022	Estimate of Remaining Capital Expenditures for 2022	
(In millions)	**Actual**	**Low**	**High**
Atlantic City	$ 156	$ 40	$ 60
Indiana racing operations	5	—	5
Total estimated capital expenditures from restricted cash	161	40	65
Growth and renovation projects	300	120	165
Caesars Digital	86	30	40
Maintenance projects	170	60	80
Total estimated capital expenditures from unrestricted cash and insurance proceeds	556	210	285
Total	$ 717	$ 250	$ 350

A significant portion of our liquidity needs are for debt service and payments associated with our leases. Our estimated debt service (including principal and interest) is approximately $158 million for the remainder of 2022. We also lease certain real property assets from third parties, including VICI and GLPI. Our leases with VICI are subject to annual escalations based on the Consumer Price Index ("CPI") which has increased in 2022. These increases take effect in November 2022. We estimate our lease payments to VICI and GLPI to be approximately $313 million for the remainder of 2022.

The Company has periodically divested assets to raise capital or, in previous cases, to comply with conditions, terms, obligations or restrictions imposed by antitrust, gaming and other regulatory entities.

In addition to the divestiture of William Hill International, described above, on May 5, 2022, the Company consummated the sale of the equity interests of Baton Rouge to CQ Holding Company, Inc., subject to a customary working capital adjustment.

If the agreed upon selling price for future divestitures does not exceed the carrying value of the assets, we may be required to record additional impairment charges in future periods which may be material.

We expect that our current liquidity, cash flows from operations, availability of borrowings under committed credit facilities will be sufficient to fund our operations, capital requirements and service our outstanding indebtedness for the next twelve months.

Debt and Master Lease Covenant Compliance

The CRC Credit Agreement, the CEI Revolving Credit Facility, the Baltimore Term Loan, the Baltimore Revolving Credit Facility and the indentures related to the CEI Senior Secured Notes, the CEI Senior Notes, the CRC Senior Secured Notes and the Senior Notes contain covenants which are standard and customary for these types of agreements.

These include negative covenants, which, subject to certain exceptions and baskets, limit our ability to (among other items) incur additional indebtedness, make investments, make restricted payments, including dividends, grant liens, sell assets and make acquisitions.

The CRC Revolving Credit Facility and the CEI Revolving Credit Facility include a maximum first-priority net senior secured leverage ratio financial covenant of 6.35:1, which is applicable solely to the extent that certain testing conditions are satisfied. As a result of the termination of the CRC Revolving Credit Facility on October 5, 2022, the associated financial covenant is no longer applicable. The Baltimore Revolving Credit Facility includes a senior secured leverage ratio financial covenant of 5.0:1. Failure to comply with such covenants could result in an acceleration of the maturity of indebtedness outstanding under the relevant debt document.

The GLPI Leases and VICI Leases contain certain covenants requiring minimum capital expenditures based on a percentage of net revenues along with maintaining certain financial ratios.

The outstanding debt under the Bridge Credit Agreement was fully repaid upon closing of the sale of William Hill International on July 1, 2022. Accordingly, the Company is no longer subject to the financial covenant and guarantees associated with the Bridge Credit Agreement.

As of September 30, 2022, we were in compliance with all of the applicable financial covenants described above.

Share Repurchase Program

In November 2018, our Board of Directors authorized a $150 million common stock repurchase program (the "Share Repurchase Program") pursuant to which we may, from time to time, repurchase shares of common stock on the open market (either with or without a 10b5-1 plan) or through privately negotiated transactions. The Share Repurchase Program has no time limit and may be suspended or discontinued at any time without notice. There is no minimum number of shares of common stock that we are required to repurchase under the Share Repurchase Program.

As of September 30, 2022, we have acquired 223,823 shares of common stock under the program at an aggregate value of $9 million and an average of $40.80 per share. No shares were repurchased during the nine months ended September 30, 2022 and 2021.

Contractual Obligations

There have been no other material changes during the nine months ended September 30, 2022 to our contractual obligations as disclosed in Part II, Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2021. See Note 8 to our unaudited Financial Statements, which is included elsewhere in this report, for additional information regarding contractual obligations.

Other Liquidity Matters

We are faced with certain contingencies, from time to time, involving litigation, claims, assessments, environmental remediation or compliance. These commitments and contingencies are discussed in greater detail in "Part II, Item 1. Legal Proceedings" and Note 8 to our unaudited Financial Statements, both of which are included elsewhere in this report. In addition, new competition among retail and online operations may have a material adverse effect on our revenues and could have a similar adverse effect on our liquidity. See "Part I, Item 1A. Risk Factors—Risks Related to Our Business" which is included elsewhere in our Annual Report on Form 10-K for the year ended December 31, 2021.

Critical Accounting Policies

Our critical accounting policies disclosures are included in our Annual Report on Form 10-K for the year ended December 31, 2021. There have been no material changes since December 31, 2021. We have not substantively changed the application of our policies, and there have been no material changes in assumptions or estimation techniques used as compared to those described in our Annual Report on Form 10-K for the year ended December 31, 2021.

Off-Balance Sheet Arrangements

We do not currently have any off-balance sheet arrangements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Market risk is the risk of loss arising from adverse changes in market rates and prices, such as interest rates, foreign currency exchange rates and commodity prices. We are exposed to changes in interest rates primarily from variable rate long-term debt arrangements and foreign exchange risks associated with certain transactions.

As of September 30, 2022, long-term variable-rate borrowings totaled $5.7 billion under the CRC term loans and the Baltimore term loan, and no amounts were outstanding under the CEI Revolving Credit Facility, the CRC Revolving Credit Facility or the Baltimore Revolving Credit Facility. Long-term variable-rate borrowings under the CRC term loans and the Baltimore term loan represented approximately 43% of consolidated long-term debt as of September 30, 2022. We have four interest rate swap agreements to fix the interest rate on $1.3 billion of variable rate debt, and $4.4 billion of debt remains subject to variable interest rates for the term of the agreements. As of September 30, 2022, the weighted average interest rates on our variable and fixed rate debt were 6.06% and 6.41%, respectively.

LIBOR was discontinued by lending institutions after December 31, 2021 for new debt agreements and after June 30, 2023, no additional LIBOR rates are expected to be available. We have variable rate debt instruments which are subject to LIBOR interest rates plus a margin or a base rate plus a margin. Our CRC term loans and CEI Revolving Credit Facility contain LIBOR replacement provisions in the event that LIBOR is no longer available. We intend to work with our lenders to ensure any transition away from LIBOR will have minimal impact on our financial condition but can provide no assurances regarding the impact of the discontinuation of LIBOR. Our interest rate swaps mature on December 31, 2022.

The Company entered into foreign exchange forward contracts with third parties to hedge the risk of fluctuations in the foreign exchange rates between USD and GBP. During the three months ended September 30, 2021, the Company recorded total gains of $16 million and for the nine months ended September 30, 2022 and 2021, the Company recorded total gains of $76 million and $26 million, respectively, related to forward contracts. All forward contracts have been settled as of July 1, 2022.

We evaluate our exposure to market risk by monitoring interest rates in the marketplace and have, on occasion, utilized derivative financial instruments to help manage this risk. We do not utilize derivative financial instruments for trading purposes. There were no other material quantitative changes in our market risk exposure, or how such risks are managed, for the nine months ended September 30, 2022.

Item 4. Controls and Procedures

(a) Evaluation of Disclosure Controls and Procedures

We have established and maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our reports that we file under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), is recorded, processed, summarized, evaluated and reported within the time periods specified in the rules and forms of the SEC, and that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure.

We carried out an evaluation, under the supervision and with the participation of our Chief Executive Officer (principal executive officer) and Chief Financial Officer (principal financial officer), of the effectiveness of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures as of the end of the period covered by this Quarterly Report on Form 10-Q are effective to ensure that the information required to be disclosed by us in the reports that we file under the Exchange Act is recorded, processed, summarized, evaluated and reported within the time periods specified in SEC rules and forms and that such information is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding required disclosure.

(b) Changes in Internal Controls

Except as noted below, there were no changes in our internal control over financial reporting during the period covered by this Quarterly Report on Form 10-Q that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

The Company is in the process of integrating William Hill US into our internal controls over financial reporting. As a result of these integration activities, certain controls will be evaluated and may be changed.

Excluding the William Hill Acquisition, there were no changes in our internal controls over financial reporting during the three months ended September 30, 2022 that have materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings

For a discussion of our "Legal Proceedings," refer to Note 8 to our Consolidated Condensed Financial Statements located elsewhere in this Quarterly Report on Form 10-Q and Note 11 to our Consolidated Financial Statements included in our Annual Report on Form 10-K for the year ended December 31, 2021.

Cautionary Statements Regarding Forward-Looking Information

This report includes "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements include statements regarding our strategies, objectives and plans for future development or acquisitions of properties or operations, as well as expectations, future operating results and other information that is not historical information. When used in this report, the terms or phrases such as "anticipates," "believes," "projects," "plans," "intends," "expects," "might," "may," "estimates," "could," "should," "would," "will likely continue," and variations of such words or similar expressions are intended to identify forward-looking statements. Specifically, forward-looking statements may include, among others, statements concerning:

- the impact of economic trends, inflation and the COVID-19 public health emergency on our business and financial condition;
- projections of future results of operations or financial condition;
- expectations regarding our business and results of operations of our existing casino properties and prospects for future development;
- expectations regarding trends that will affect our market and the gaming industry generally, including expansion of internet betting and gaming, and the impact of those trends on our business and results of operations;
- our ability to comply with the covenants in the agreements governing our outstanding indebtedness and leases;
- our ability to meet our projected debt service obligations, operating expenses, and maintenance capital expenditures;
- expectations regarding availability of capital resources;
- our intention to pursue development opportunities and additional acquisitions and divestitures;
- the impact of regulation on our business and our ability to receive and maintain necessary approvals for our existing properties and future projects and operation of online sportsbook, poker and gaming; and
- factors impacting our ability to successfully operate our digital betting and iGaming platform and expand its user base.

Any forward-looking statements are based upon underlying assumptions, including any assumptions mentioned with the specific statements that are in turn based upon internal estimates and analyses of market conditions and trends, management plans and strategies, economic conditions and other factors. Such forward-looking statements are only predictions and involve known and unknown risks and uncertainties, many of which are beyond our control, and are subject to change. By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend upon future circumstances that may not occur. These risks and uncertainties include: (a) the extent and duration of the impact of COVID-19, inflation, increased fuel prices, supply chain shortages, labor shortages and other economic and market conditions, including changes in consumer discretionary spending resulting from such factors, on our business, financial results and liquidity; (b) our ability to successfully operate our digital betting and iGaming platform and expand its user base; (c) risks associated with our leverage and our ability to reduce our leverage; (d) the effects of competition, including new competition in certain of our markets, on our business and results of operations; and (e) additional factors discussed in the sections entitled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" contained in this Quarterly Report on Form 10-Q and our most recent Annual Reports on Form 10-K as filed with the Securities and Exchange Commission. Actual results may differ materially from any future results, performance or achievements expressed or implied by such statements and forward-looking statements should not be regarded as a representation by us or any other person that the forward-looking statements will be achieved.

In addition, these forward-looking statements speak only as of the date on which the statement is made, even if subsequently made available on our website or otherwise, and we do not intend to update publicly any forward-looking statement to reflect events or circumstances that occur after the date on which the statement is made, except as may be required by law.

You should also be aware that while we, from time to time, communicate with securities analysts, we do not disclose to them any material non-public information, internal forecasts or other confidential business information. Therefore, you should not assume that we agree with any statement or report issued by any analyst, irrespective of the content of the statement or report.

To the extent that reports issued by securities analysts contain projections, forecasts or opinions, those reports are not our responsibility and are not endorsed by us.

Item 1A. Risk Factors

A description of our risk factors can be found in “Part I, Item 1A. Risk Factors” included in our Annual Report on Form 10-K for the year ended December 31, 2021. There have been no material changes to those risk factors during the nine months ended September 30, 2022.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

Exhibit Number	Description of Exhibit	Method of Filing
3.1	Composite Certificate of Incorporation of Caesars Entertainment, Inc.	Previously filed on Form 10-Q filed on August 4, 2021.
3.2	Amended and Restated Bylaws of Caesars Entertainment, Inc.	Previously filed on Form 8-K filed on August 1, 2022.
10.1	Amended and Restated Executive Employment Agreement, dated as of August 10, 2022, by and between Caesars Enterprise Services, LLC and Thomas Reeg.	Filed herewith.
10.2	Amended and Restated Executive Employment Agreement, dated as of August 10, 2022, by and between Caesars Enterprise Services, LLC and Anthony Carano.	Filed herewith.
10.3	Amended and Restated Executive Employment Agreement, dated as of August 10, 2022, by and between Caesars Enterprise Services, LLC and Bret Yunker.	Filed herewith.
10.4	Amended and Restated Executive Employment Agreement, dated as of August 10, 2022, by and between Caesars Enterprise Services, LLC and Gary Carano.	Filed herewith.
10.5	Amended and Restated Executive Employment Agreement, dated as of August 10, 2022, by and between Caesars Enterprise Services, LLC and Edmund Quatmann.	Filed herewith.
10.6	Eleventh Amendment to Lease (Regional), dated as of August 25, 2022, by and among the entities listed on Schedules A and B thereto and Propco TRS LLC.	Filed herewith.
31.1	Certification of Thomas R. Reeg pursuant to Rule 13a-14a and Rule 15d-14(a)	Filed herewith.
31.2	Certification of Bret Yunker pursuant to Rule 13a-14a and Rule 15d-14(a)	Filed herewith.
32.1	Certification of Thomas R. Reeg in accordance with 18 U.S.C. Section 1350	Filed herewith.
32.2	Certification of Bret Yunker in accordance with 18 U.S.C. Section 1350	Filed herewith.
99.1	Financial Information of Caesars Resort Collection, LLC	Filed herewith.
101.1	Inline XBRL Instance Document	Filed herewith.
101.2	Inline XBRL Taxonomy Extension Schema Document	Filed herewith.
101.3	Inline XBRL Taxonomy Extension Calculation Linkbase Document	Filed herewith.
101.4	Inline XBRL Taxonomy Extension Definition Linkbase Document	Filed herewith.
101.5	Inline XBRL Taxonomy Extension Label Linkbase Document	Filed herewith.
101.6	Inline XBRL Taxonomy Extension Presentation Linkbase Document	Filed herewith.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)	Filed herewith.

SIGNATURES

Pursuant to the requirements of the Securities and Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

CAESARS ENTERTAINMENT, INC.

Date: November 1, 2022

/s/ Thomas R. Reeg

Thomas R. Reeg

Chief Executive Officer (Principal Executive Officer)

Date: November 1, 2022

/s/ Bret Yunker

Bret Yunker

Chief Financial Officer (Principal Financial Officer)

AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of August 10, 2022 (the "Effective Date"), by and between Caesars Enterprise Services, LLC, a Delaware limited liability company (the "Company"), and **Thomas Reeg** (the "Executive").

W I T N E S E T H

WHEREAS, the Company and the Executive are parties to that certain Amended and Restated Executive Employment Agreement dated as of December 28, 2021 (the "Prior Agreement"); and

WHEREAS, the Company and the Executive desire to amend and restate the Prior Agreement in its entirety and enter into this Agreement to modify certain terms of the Executive's employment.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt of which is mutually acknowledged, the Company and the Executive (individually a "Party" and together the "Parties") agree as follows:

Article 1. **Definitions**.

(a) "Base Salary" shall mean the salary provided for in Article 4 below.

(b) "Board" shall mean the Board of Directors of the Parent.

(c) "Cause" shall mean the Executive's:

i. Willful failure to substantially perform his duties with the Parent, Company or any of its Subsidiaries (other than any such failure resulting from the Executive's Disability);

ii. Gross negligence in the performance of the Executive's duties;

iii. Commission of or indictment for, or plea of guilty or nolo contendere to, any felony or a lesser crime or offense which, in the reasonable opinion of the Company, could materially adversely affect the business or reputation of the Parent or any of its Subsidiaries or affiliates (including the Company);

iv. Willful engagement in conduct that is materially injurious to the Parent or any of its Subsidiaries or affiliates (including the Company), monetarily or otherwise;

v. Willful violation of any provision of the Parent's Code of Business Ethics, as amended from time to time;

vi. Violation of any of the covenants contained in Articles 11 through 15 of this Agreement, as applicable;

vii. Engaging in any act of dishonesty resulting in, or intended to result in, personal gain at the expense of the Parent or any of its Subsidiaries or affiliates (including the Company);

viii. Determination by any state gaming regulatory agency that the Executive is not suitable to hold his position or otherwise to participate in a gaming enterprise in the state in question;

ix. Engaging in any act that is intended to harm, or may be reasonably expected to harm, the reputation, business prospects, or operations of the Parent or any of its Subsidiaries or affiliates (including the Company); provided, however, that this subclause (ix) shall not apply during the two-year period beginning on the date of a Change in Control; or

x. Any other action or inaction by the Executive that constitutes a material breach by the Executive of the terms and conditions of this Agreement.

For purposes of this Article 1(c), no act or omission by the Executive shall be considered "willful" unless it is done or omitted in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Parent or any of its Subsidiaries or affiliates (including the Company). Any act or failure to act based upon: (i) authority given pursuant to a resolution duly adopted by the Board; or (ii) formal advice of counsel for the Company, shall be conclusively presumed to be done or omitted to be done by the Executive in good faith and in the best interests of the Parent or any of its Subsidiaries or affiliates (including the Company).

For purposes of this Agreement, there shall be no termination for Cause pursuant to Articles 1(c)(ii) through (x) above, unless a written notice, containing a detailed description of the grounds constituting Cause hereunder, is delivered to the Executive stating the basis for the termination. With respect to Subsections (v), (vi) and (x) upon receipt of such notice, the Executive shall be given thirty (30) days to fully cure (if such violation, neglect, or conduct is capable of cure) the violation, neglect, or conduct that is the basis of such claim. If, in the Board's opinion, cure has not been accomplished by the Executive at the conclusion of such thirty (30) day period, the Executive will be given a reasonable opportunity to be heard before termination.

(d) "Change in Control" means the occurrence of any of the following events with regard to the Parent:

i. the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 50% of the combined voting power of the then-outstanding securities entitled to vote generally in the election of members of the Board (the "Voting Power") at such time; provided that the following acquisitions shall not constitute a Change in Control: (A) any such acquisition directly from the Parent; (B) any such acquisition by the Parent; (C) any such acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Parent or any of its subsidiaries; or (D) any such acquisition pursuant to a transaction that complies with clauses (A), (B) and (C) of paragraph (iii) below; or

ii. individuals who, as of the Effective Date, constitute the Board (the "Incumbent Board") cease for any reason (other than death or disability) to constitute at least a majority of the Board; provided, that any individual becoming a director subsequent to the Effective Date, whose election, or nomination for election by the Parent's stockholders, was approved by a vote of the directors then comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Parent in which such person is named as a nominee for director, without objection to such nomination) shall be considered as though such individual was a member of the Incumbent Board, but excluding for this purpose, any such individual whose initial assumption of office occurs as a result of or in connection with an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

iii. consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Parent (a "Business Combination"), in each case, unless following such Business Combination, (A) all or substantially all of the individuals and entities who were the beneficial owners of the Voting Power immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Parent or substantially all of the Parent's assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other as their ownership immediately prior to such Business Combination of the securities representing the Voting Power, (B) no Person (excluding any entity resulting from such Business Combination or any employee benefit plan (or related trust) sponsored or maintained by the Parent or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, more than 50% of, respectively, the then-outstanding shares of common stock of the entity resulting from such Business Combination, or the combined voting power of the then-outstanding voting securities of such corporation, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or the action of the Board providing for such Business Combination; or

iv. approval by the stockholders of the Parent of a complete liquidation or dissolution of the Parent.

Notwithstanding the foregoing, if a Change in Control constitutes a payment event with respect to any deferral of compensation that is subject to Section 409A of the Code, then, to the extent required to avoid the imposition of additional taxes under Section 409A of the Code, the

transaction or event described in paragraph (i), (ii), (iii) or (iv) above, with respect to such deferral of compensation, shall only constitute a Change in Control for purposes of the payment timing of such deferral of compensation if such transaction also constitutes a "change in control event," as defined in Treasury Regulation §1.409A-3(i)(5).

(e) "Code" means the Internal Revenue Code of 1986, as amended.

(f) "Compensation Committee" shall mean the Compensation Committee of the Board or any other committee appointed by the Board to perform the functions of the Compensation Committee.

(g) "Date of Termination" shall mean the date on which the Executive incurs a "separation from service" within the meaning of Section 409A of the Code.

(h) "Disability" (i) shall mean the Executive's permanent and total disability as defined by the long-term disability plan in effect for senior executives of the Company or (ii) in the event there is no such plan in effect, shall mean that the Executive is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months.

(i) "Good Reason" shall mean the occurrence of any one or more of the following without the Executive's express written consent:

i. The Parent or Company changes the Executive's title or material job duties such that it results in material diminution in Executive's authority, duties, or responsibilities; or

ii. The Parent or Company materially reduces the amount of the Executive's then current Base Salary or the target opportunity for his annual incentive award; or

iii. The Parent or Company requires the Executive to work other than remotely or to be permanently based at a location other than the Executive's primary residence, including the Parent or Company requiring Executive to relocate to Reno, Nevada or Las Vegas, Nevada; or

iv. The failure of the Company to obtain in writing the obligation to perform or be bound by the terms of this Agreement by any successor to the Company or a purchaser of all or substantially all of the assets of the Company; or

v. The Company provides the Executive with a notice of non-renewal in accordance with the terms of Article 2 of this Agreement; or

vi. Any other action or inaction by the Company that constitutes a material breach by the Company of the terms and conditions of this Agreement.

The Executive will not be deemed to have terminated for Good Reason unless (A) the Executive gives the Company written notice of the event or events that are the basis for such claim within thirty (30) days after the Executive first becomes aware of the initial occurrence, event or

events that would otherwise constitute Good Reason, describing such claim in reasonably sufficient detail to allow the Company to address the event or events, (B) the Company fails to cure the alleged condition during a period of not less than thirty (30) days after the delivery of such notice to the Company, and (C) the Executive terminates his employment within ninety (90) days after the Executive first becomes aware of the initial occurrence, event or events that are the basis for such claim.

(j) "Parent" shall mean Caesars Entertainment, Inc.

(k) "Person" shall mean any individual, corporation, partnership, association, limited liability company, joint-stock company, trust, unincorporated organization, government or political subdivision.

(l) "Pro Rata" shall equal the product of (A) and (B), where (A) is the applicable incentive amount and (B) is a fraction, the numerator of which is the number of calendar months that the Executive was employed by the Company during the applicable performance period or cycle and the denominator of which is the number of calendar months in the applicable performance period or cycle. Solely for determining the Pro Rata amount, any partial calendar month shall be treated as a full month.

(m) "Protected Information" shall mean trade secrets, confidential and proprietary business information of the Parent and its Subsidiaries and affiliates (including the Company), and any other information of the Parent or any of its Subsidiaries or affiliates (including the Company), including, but not limited to, customer lists (including, without limitation, potential customers), sources of supply, processes, plans, materials, pricing information, internal memoranda, marketing plans, internal policies, and products and services that may be developed from time to time by the Parent or any of its Subsidiaries or affiliates (including the Company) or any of their respective agents or employees, including but not limited to the Executive; provided, however, that information that is in the public domain (other than as a result of a breach of this Agreement), approved for release by the Parent or the Company, as applicable, or lawfully obtained from third parties who are not bound by a confidentiality agreement with the Parent or any of its Subsidiaries or affiliates (including the Company), is not Protected Information.

(n) "Release" means a general release of claims against the Parent and its Subsidiaries and affiliates (including the Company), in substantially the form attached hereto as Exhibit A.

(o) "Subsidiary" means a corporation, company or other entity (i) more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, or (ii) which does not have outstanding shares or securities (as may be the case in a partnership, joint venture or unincorporated association), but more than fifty percent (50%) of whose ownership interest representing the right generally to make decisions for such other entity is, now or hereafter owned or controlled, directly or indirectly, by the Parent or the Company, as applicable, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists.

(p) "Term of Employment" shall mean the period specified in Article 2 below (including any extension as provided therein).

Article 2. Term of Employment.

The Term of Employment shall begin on the Effective Date, and shall extend until January 1, 2025 (the "Initial Term"), with automatic one (1) year renewals (each a "Renewal Term") upon the expiration of the Initial Term or the current Renewal Term, as applicable, unless either Party notifies the other at least three (3) months before the scheduled expiration date of the Initial Term or Renewal Term, as applicable, that this Agreement is not to renew; provided that in the event of a Change in Control the Initial Term or then current Renewal Term shall automatically be extended an additional two (2) years from the date of consummation of such Change in Control (and such two (2) year extension period shall be a "Renewal Term" for purposes of this Agreement. Notwithstanding the foregoing, the Term of Employment may be earlier terminated by either Party in accordance with the provisions of Article 10.

Article 3. Position, Duties, and Responsibilities.

(a) During the Term of Employment, the Executive shall serve as Chief Executive Officer of the Parent and all other direct or indirect operating subsidiaries of the Parent, including the Company, and shall perform such duties consistent with his position as may be assigned to him from time to time by the Board. The Executive shall also be nominated for election as a member of the Board, and may be nominated for election as a member of the board of directors or managers, as applicable, of the Company and each of the Parent's other principal operating subsidiaries, at all applicable times during the Term of Employment. At the Parent or Company's request, the Executive shall serve the Parent, the Company, and/or its Subsidiaries and affiliates in other capacities in addition to the foregoing, consistent with the Executive's position as Chief Executive Officer. In the event that the Executive, during the Term of Employment, serves in any one or more of such additional capacities, the Executive's compensation shall not be increased beyond that specified in Articles 4 through 7 hereof. In addition, in the event the Executive's service in one or more of such additional capacities is terminated, the Executive's compensation, as specified in Articles 4 through 7 hereof, shall not be diminished or reduced in any manner as a result of such termination provided that the Executive otherwise remains employed under the terms of this Agreement. During his employment with the Company, the Executive shall devote substantially all of his business time and attention to the business and affairs of the Parent and the Company, as applicable, and shall use his best efforts, skills and abilities to promote its interests.

(b) The Executive shall be permitted to serve on corporate boards with the Compensation Committee's advance consent, which shall not be unreasonably withheld. In addition, the Executive may engage in religious, charitable or other community activities as long as such services and activities are disclosed to the Compensation Committee and do not individually or in the aggregate interfere with the Executive's performance of his duties to the Parent and the Company; provided, that if the Executive serves on a board, committee or similar body of any such religious, charitable or community organization or if the Executive engages in teaching, speaking or writing engagements in connection with such activities, the Executive will receive prior written approval from the Compensation Committee.

Article 4. Base Salary.

Effective as of January 1, 2022, the Executive shall be paid an annualized Base Salary, payable in accordance with the regular payroll practices of the Company, of not less than two

million dollars ($2,000,000). The Base Salary shall be reviewed annually for increase in the discretion of the Compensation Committee.

Article 5. Annual Incentive Award.

During the Term of Employment, the Executive shall be eligible for an annual incentive award with payout opportunities that are commensurate with his position and duties, as determined by the Compensation Committee in its discretion. Effective as of January 1, 2022, the Executive's target annual incentive award opportunity will be equal to two hundred percent (200%) of the Executive's Base Salary ("Target Bonus"). The Executive's annual incentive award opportunities shall be based on Parent, Company and individual performance goals determined, and subject to change, by the Compensation Committee in its discretion. The Executive shall be paid his annual incentive award no later than other senior executives of the Company are paid their annual incentive award.

Article 6. Long-Term Incentive Awards.

The Executive shall be eligible to participate in the Parent's long-term incentive plan on terms commensurate with his position and duties, as determined by the Compensation Committee in its discretion. Program design, including but not limited to performance measures and weighting shall be determined by the Compensation Committee in its discretion. Effective as of January 1, 2022, the Compensation Committee will consider setting the Executive's target annual long-term incentive award opportunity equal to four hundred fifty percent (450%) of the Executive's Base Salary.

Article 7. Employee Benefit Programs.

During the Term of Employment, the Executive shall be eligible to participate in any employee benefit plans and programs made available to the Company's senior-level executives generally, subject to Article 10(f) below, as such plans or programs may be in effect from time to time, including, without limitation, 401(k) savings and other plans or programs, medical, dental, hospitalization, short-term and long-term disability and life insurance plans, accidental death and dismemberment protection, travel accident insurance, and any retirement plans or programs and any other employee welfare benefit plans or programs that may be sponsored by the Company in the future from time to time, including but not limited to any plans that supplement the above-listed types of plans or programs, whether funded or unfunded. Notwithstanding the foregoing, the Company may terminate or alter any particular benefit plan or program at any time in its discretion.

Article 8. Reimbursement of Business and Other Expenses.

The Executive is authorized to incur reasonable expenses in carrying out his duties and responsibilities under this Agreement and the Company shall promptly reimburse him for all reasonable business expenses incurred in connection with carrying out the business of the Company, subject to documentation in accordance with the Company's policy.

All reimbursements under Article 8 or otherwise under this Agreement shall be for expenses incurred by the Executive during the Term of Employment. In all events such reimbursement will be made no later than the end of the year following the year in which the expense was incurred. Each provision of reimbursements shall be considered a separate payment and not one of a series of payments for purposes of Section 409A of the Code. In addition, no reimbursement or in-kind benefit shall be subject to liquidation or exchange for another benefit and the amount available for reimbursement, or in-kind benefits provided, during one calendar year in no event will affect the amount of expenses required to be reimbursed or in-kind benefits required to be provided by the Company in any other calendar year.

Article 9. Signing Bonus.

Pursuant to the Prior Agreement, the Executive received a one-time special signing bonus in an amount equal to five million dollars ($5,000,000) (the "Signing Bonus"). If Executive's employment with the Company terminates due to Executive's resignation without Good Reason or by the Company for Cause, prior to the end of the Initial Term, the Executive agrees to repay a pro rata portion of the Signing Bonus to the Company, which shall be calculated based on the number of full calendar months remaining in the Initial Term, divided by thirty-six (36) months (without reduction for any federal, state or local income and employment tax liability paid by the Executive).

Article 10. Termination of Employment.

(a) Termination Due to Death. In the event that the Executive's employment is terminated due to his death, his estate or his beneficiaries, as the case may be, shall be entitled to the following benefits:

i. A lump-sum amount, paid within sixty (60) days following the Date of Termination, equal to the Executive's unpaid Base Salary through and including the Date of Termination, and any unreimbursed business expenses incurred prior to the Date of Termination, consistent with the regular payroll practices of the Company (the "Accrued Rights Payment"); and

ii. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, of the Executive's Target Bonus for the calendar year that includes the Date of Termination; provided however, that such amount shall be adjusted on a Pro Rata basis. For the avoidance of doubt, the Target Bonus shall not include any long-term incentive bonus (or any single-year or other applicable portion of an incentive arrangement covering a period in excess of one year).

(b) Termination Due to Disability. In the event that the Executive's employment is terminated due to his Disability, and conditioned upon, no later than fifty-nine (59) days after the Date of Termination, the Executive's (or Executive's legal representative) execution of an effective Release (with all periods for revocation therein having expired), as well as the Executive's acknowledgement of, and the Executive's compliance with, the Executive's obligations under the restrictive covenants set forth in Articles 11 through 15, he shall be entitled to the following benefits:

i. The Accrued Rights Payment;

ii. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, of the Target Bonus for the calendar year that includes the Date of Termination; provided however, that such amount shall be adjusted on a Pro Rata basis; and

iii. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, equal to the total premiums the Executive would be required to pay for twelve (12) months of COBRA continuation coverage under the Company's health benefit plans (i.e., medical, dental, and vision coverage), determined using the COBRA premium rate in effect for the level of coverage that the Executive had in place immediately prior to the Executive's Date of Termination (the

"COBRA Payment"). The Executive shall not be required to purchase COBRA continuation coverage in order to receive the COBRA Payment, nor shall the Executive be required to apply the COBRA Payment towards any payment of applicable premiums for COBRA continuation coverage.

In no event shall a termination of the Executive's employment due to Disability occur until the Party terminating the Executive's employment gives written notice to the other Party in accordance with Article 25 below.

(c) Termination by the Company for Cause. In the event the Company terminates the Executive's employment for Cause, he shall be entitled to the Accrued Rights Payment.

(d) Termination by Company without Cause or Termination by the Executive for Good Reason outside of a Change in Control. In the event the Executive's employment is terminated by the Company without Cause (i.e., on a basis other than specified in Article 10(a), 10(b) or 10(c)), or in the event the Executive's employment is terminated by the Executive for Good Reason, in either case, at any time other than during the two-year period beginning on the date of a Change in Control, and conditioned upon, no later than fifty-nine (59) days after the Date of Termination, the Executive's execution of an effective Release (with all periods for revocation therein having expired), as well as the Executive's acknowledgement of, and the Executive's compliance with, the Executive's obligations under the restrictive covenants set forth in Articles 11 through 15, the Executive shall be entitled to the following benefits:

i. The Accrued Rights Payment;

ii. A lump sum amount paid on the sixtieth (60th) day following the Date of Termination equal to one (1.0) times the sum of (A) the Executive's Base Salary and (B) the Target Bonus for the calendar year that includes the Date of Termination;

iii. A lump-sum amount, if any, equal to the actual annual incentive that would have been payable to the Executive for the calendar year that includes the Date of Termination based on actual performance against applicable goals if the Executive had remained employed through the end of such calendar year; provided however, that such amount shall be adjusted on a Pro Rata basis and shall be paid at the same time as annual incentive payments for the calendar year that includes the Date of Termination are paid to other senior executives of the Company;

iv. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, equal to the COBRA Payment. The Executive shall not be required to purchase COBRA continuation coverage in order to receive the COBRA Payment, nor shall the Executive be required to apply the COBRA Payment towards any payment of applicable premiums for COBRA continuation coverage; and

v. The Company will assist the Executive in finding other employment opportunities by providing to him, at the Company's limited expense, reasonable professional outplacement services through the provider of the Company's choice. Such outplacement services shall terminate

when the Executive finds other employment. However, in no event shall such outplacement services continue for more than twelve (12) months following the Date of Termination or exceed more than $10,000 in the aggregate.

(e) Termination by Company without Cause or Termination by the Executive for Good Reason in Connection with a Change in Control. If, during the two (2) year period beginning on the date of a Change in Control, the Executive's employment is terminated by the Company without Cause (i.e., on a basis other than specified in Article 10(a), 10(b) or 10(c)), or the Executive's employment is terminated by the Executive for Good Reason, and conditioned upon, no later than fifty-nine (59) days after the Date of Termination, the Executive's execution of an effective Release (with all periods for revocation therein having expired), as well as the Executive's acknowledgement of, and the Executive's compliance with, the Executive's obligations under the restrictive covenants set forth in Articles 11 through 15, the Executive shall be entitled to the following benefits:

i. The Accrued Rights Payment;

ii. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, equal to two point ninety-nine (2.99) times the sum of: (A) the Executive's Base Salary in effect at the Date of Termination or, if higher, at the date of the Change in Control, and (B) the Target Bonus for the calendar year that includes the Date of Termination or, if higher, the calendar year that includes the Change in Control;

iii. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, of the Target Bonus for the calendar year that includes the Date of Termination or, if higher, the calendar year that includes the Change in Control; provided however, that such amount shall be adjusted on a Pro Rata basis; and

iv. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, equal to the total premiums the Executive would be required to pay for twenty-four (24) months of COBRA continuation coverage under the Company's health benefit plans (i.e., medical, dental and vision coverage), determined using the COBRA premium rate in effect for the level of coverage that the Executive had in place immediately prior to the Executive's Date of Termination (the "CIC COBRA Payment"). The Executive shall not be required to purchase COBRA continuation coverage in order to receive the CIC COBRA Payment, nor shall the Executive be required to apply the CIC COBRA Payment towards any payment of applicable premiums for COBRA continuation coverage.

(f) Indemnification of Legal Fees. Effective only upon a Change in Control, it is the intent of the Company that the Executive not be required to incur the expenses associated with the enforcement of his rights upon and following such a Change in Control under this Agreement by litigation or other legal action because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Executive hereunder upon and following a Change in Control. Accordingly, upon and following a Change in Control, if it should appear to the Executive that the Company has failed to comply with any of its

obligations under this Agreement which arose upon or following a Change in Control or in the event that the Company or any other person takes any action to declare this Agreement void or unenforceable, or institutes any litigation designed to deny, or to recover from, the Executive the benefits intended to be provided to the Executive hereunder, the Company irrevocably authorizes the Executive from time to time to retain counsel of his choice, at the expense of the Company as hereafter provided, to represent the Executive in connection with the initiation or defense of any litigation or other legal action, whether by or against the Company, or any Subsidiary, Director, officer, stockholder or other person affiliated with the Company, in any jurisdiction. Notwithstanding any existing or prior attorney-client relationship between the Company and such counsel, the Company irrevocably consents to the Executive's entering into an attorney-client relationship with such counsel, and in that connection the Company and the Executive agree that a confidential relationship shall exist between the Executive and such counsel. Upon and following a Change in Control, the Company shall pay or cause to be paid and shall be solely responsible for any and all reasonable attorneys' and related fees and expenses incurred by the Executive as a result of the Company's failure to perform this Agreement or any provision hereof or as a result of the Company or any person contesting the validity or enforceability of this Agreement or any provision hereof as aforesaid, provided any such reimbursement of attorneys' and related fees and expenses shall be made not later than December 31 of the year following the year in which the Executive incurred the expense.

(g) Voluntary Termination. A termination of employment by the Executive on his own initiative, other than a termination due to Disability, death, or a termination for Good Reason, shall have the same consequences as provided in Article 10(c) for a termination for Cause. A voluntary termination under this Article 10(g) shall be effective on the date specified in the Executive's written notice, unless such voluntary termination is earlier accepted by the Company, such early acceptance still to be treated as a voluntary termination by the Executive.

(h) No Mitigation; No Offset. In the event of any termination of employment under this Article 10, the Executive shall be under no obligation to seek other employment and there shall be no offset against amounts due to the Executive under this Agreement on account of any remuneration attributable to any subsequent employment that he may obtain.

(i) Nature of Payments. Any amounts due under this Article 10 are in the nature of severance payments considered to be reasonable by the Company and are not in the nature of a penalty.

(j) Timing of Payments. Notwithstanding any provision in this Agreement to the contrary, if the Executive is a "specified employee" (within the meaning of Treasury Regulation Section 1.409A-1(i) and using the identification methodology selected by the Company from time to time) on the Date of Termination, to the extent payments or benefits made hereunder (as well as any other payment or benefit that the Executive is entitled to receive upon his separation from service) constitute deferred compensation (after taking account any applicable exceptions under Section 409A of the Code), and to the extent required by Section 409A of the Code, payments or benefits payable upon separation from service which otherwise would be payable during the six (6) month period immediately following the Date of Termination will instead be paid or made available on the earlier of (i)

the first day following the six (6) month anniversary of the Executive's Date of Termination and (ii) the Executive's death.

(k) Accrued Rights. For the avoidance of doubt, notwithstanding anything herein to the contrary, the Accrued Rights Payment shall not be subject to any requirement that the Executive execute a Release.

Article 11. Noncompetition.

(a) The Executive agrees that, during the Executive's employment with the Company and for a period of twelve (12) months following the termination of such employment, whether termination is by the Executive or the Company, and regardless of the reasons therefor, the Executive shall not serve as an employee, agent, partner, shareholder, owner, investor, director, consultant, or other service provider for, or participate, engage, prepare to engage, or have any financial or other interest (whether directly or indirectly, and whether alone or together or in concert with any other Person(s)), in the business of or any activity relating to competitive gaming (including, without limitation, casino operation and horseracing) (any such business or activity, a "Competitive Business"), in any case, in any location where the Parent or any of its Subsidiaries or affiliates (including the Company) is engaged in at the time of the Executive's applicable action or activity (or, if earlier, at the time of the termination of the Executive's employment with the Company and its Subsidiaries); provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Executive may own up to five percent (5%) of the outstanding shares of the capital stock of a company whose securities are registered under Section 12 of the Exchange Act.

(b) The Executive further acknowledges and agrees that, in the event of the termination of his employment with the Company, the Executive's experience and capabilities are such that the Executive can obtain employment in business activities which do not compete with the Parent or the Company, and that the enforcement of this Agreement by way of injunction shall not prevent the Executive from earning a reasonable livelihood. The Executive further acknowledges and agrees that the covenants contained herein are necessary for the protection of the Parent and the Company's legitimate business interests and are reasonable in scope and duration.

(c) The Executive further acknowledges and agrees that the noncompetition provision does not restrict the Executive's ability to provide a service to a former customer or client if each of the following are true: (i) the Executive did not solicit the former customer or client; (ii) the customer or client voluntarily left and sought the Executive's services; and (iii) the Executive has otherwise complied with the noncompetition's provisions regarding time, geographic area, and scope of restrained activity, other than any limitation on providing services to a former customer or client who seeks the services of the Executive without any contact instigated by the Executive.

Article 12. Nonsolicitation of Employees.

The Executive agrees that during his employment with the Company and for a period of twelve (12) months following the termination of such employment, whether termination is by the Executive or by the Company, regardless of the reasons therefor, the Executive, except on behalf of or for the benefit of the Parent or the Company while employed, will not directly or indirectly, (a) employ or retain or solicit for employment or arrange to have any other person, firm, or other entity

employ or retain or solicit for employment or otherwise participate in the employment or retention of any person who is an employee or consultant of the Parent or any of its Subsidiaries or affiliates (including the Company); or (b) solicit suppliers or customers of the Parent or any of its Subsidiaries or affiliates (including the Company) or induce any such person to terminate his, her, or its relationship with the Parent or any of its Subsidiaries or affiliates (including the Company). In the event that the scopes of the restrictions in Article 11 or 12 are found overly broad, Executive agrees that a court should reform the restrictions by limiting them to the maximum reasonable scope.

Article 13. Confidentiality.

(a) The Company has advised the Executive and the Executive acknowledges that it is the policy of the Company to maintain as secret and confidential all Protected Information, and that Protected Information has been and will be developed at substantial cost and effort to the Company. The Executive shall not at any time, directly or indirectly, divulge, furnish, or make accessible to any person, firm, corporation, association, or other entity (otherwise than as may be required in the regular course of the Executive's employment), nor use in any manner, either during the Executive's employment or after termination for any reason, any Protected Information, or cause any such Protected Information to enter the public domain.

(b) Notwithstanding the foregoing, nothing in this Agreement will preclude, prohibit or restrict the Executive from (i) communicating with any federal, state or local administrative or regulatory agency or authority, including but not limited to the Securities and Exchange Commission (the "SEC"); (ii) participating or cooperating in any investigation conducted by any governmental agency or authority; or (iii) filing a charge of discrimination with the United States Equal Employment Opportunity Commission or any other federal state or local administrative agency or regulatory authority. Nothing in this Agreement, or any other agreement between the Parties, prohibits or is intended in any manner to prohibit, the Executive from (i) reporting a possible violation of federal or other applicable law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the SEC, the U.S. Congress, and any governmental agency Inspector General, or (ii) making other disclosures that are protected under whistleblower provisions of federal law or regulation. This Agreement does not limit the Executive's right to receive an award (including, without limitation, a monetary reward) for information provided to the SEC. The Executive does not need the prior authorization of anyone at the Company to make any such reports or disclosures, and the Executive is not required to notify the Company that the Executive has made such reports or disclosures. Nothing in this Agreement or any other agreement or policy of the Parent or the Company is intended to interfere with or restrain the immunity provided under 18 U.S.C. §1833(b). The Executive cannot be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) (A) in confidence to federal, state or local government officials, directly or indirectly, or to an attorney, and (B) for the purpose of reporting or investigating a suspected violation of law; (ii) in a complaint or other document filed in a lawsuit or other proceeding, if filed under seal; or (iii) in connection with a lawsuit alleging retaliation for reporting a suspected violation of law, if filed under seal and does not disclose the trade secret, except pursuant to a court order. The foregoing provisions regarding protected disclosures are intended to comply with all applicable laws and, if any laws are adopted, amended or repealed after the execution of this Agreement, this Article 13(b) shall be deemed to be amended to reflect the same.

Article 14. Non-Disparagement.

The Executive covenants and agrees that for the longest period legally enforceable, he shall not disparage the image or reputation of the Parent or any of its respective subsidiaries or affiliates (including the Company) and their directors, officers, senior management employees and professional employees, business, or reputation.

Article 15. Litigation and Regulatory Cooperation.

During and after the Executive's employment, the Executive shall cooperate fully with the Company in (i) the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Parent or the Company which relate to events or occurrences that transpired while the Executive was employed by the Company, and (ii) the investigation, whether internal or external, of any matters about which the Company believes the Executive may have knowledge or information. The Executive's full cooperation in connection with such claims, actions or investigations shall include, but not be limited to, being available to meet with counsel to answer questions or to prepare for discovery or trial and to act as a witness on behalf of the Parent or the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate fully with the Parent or the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable, documented out-of-pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Article 15.

Article 16. Resolution of Disputes.

Any disputes, controversy, or claim arising under or in connection with this Agreement or any breach of this Agreement shall be resolved by third party mediation of the dispute and, failing that, by binding arbitration, to be held in Reno, Nevada, in accordance with the rules and procedures of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitral award determination shall be final and binding. The Company will pay the direct costs and expenses of such arbitration. The Company will also reimburse the Executive for reasonable fees and expenses, including reasonable attorney's fees, incurred by the Executive in connection with such arbitration, such reimbursement to be made monthly as such fees and expenses are incurred. In the event the Executive does not prevail at arbitration, however, the Executive will re-pay to the Company any and all expenses and fees previously reimbursed by the Company under this Article 16. The Parties understand and fully agree that they are giving up their constitutional right to have a trial by jury, and are giving up their normal rights of appeal following the issuance of the arbitrator's award except as applicable law provides for judicial review of arbitration proceedings.

Notwithstanding the provisions of this Article 16, the Parties agree that in the event of any dispute between the Executive and the Company as to any of the Executive's obligations under Articles 11, 12, 13, 14, or 15 then the arbitration requirements of this Article 16 shall not apply, and that instead, the Parties must seek relief as to that dispute in a court of general jurisdiction in the State of Nevada to be docketed, if available, on the commercial docket of that court. The Parties hereby consent to the exclusive specific and general jurisdiction of such court. The Executive hereby agrees that, by virtue of his work for the Company, he has purposely availed himself of the benefits and protections of the laws of the State of Nevada. Likewise, the arbitration requirements of this Article 16 shall not apply to (i) claims for workers' compensation benefits, (ii) claims for unemployment compensation benefits, (iii) whistleblower retaliation claims under the Sarbanes-Oxley Act or the Dodd-Frank Act that cannot be arbitrated as a matter of law; (iv) administrative charges for unfair labor practices brought before the National Labor Relations Board,

(v) administrative charges brought before the Equal Employment Opportunity Commission or other similar administrative agency, or (vi) any other claims that, as a matter of law, the Parties cannot agree to arbitrate. In addition, in connection with any such court action, the Executive acknowledges and agrees that the remedy at law available to the Company for breach by the Executive of any of his obligations under Articles 11, 12, 13, 14 or 15 of this Agreement would be inadequate and that damages flowing from such a breach would not readily be susceptible to being measured in monetary terms. Accordingly, the Executive acknowledges, consents and agrees that, in addition to any other rights or remedies which the Company may have at law, in equity or under this Agreement, upon adequate proof of the Executive's violation of any provision of Articles 11, 12, 13, 14 or 15 of this Agreement, the Company shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach, without the necessity of proof of actual damage. For purposes of clarity, each Party shall bear his or its own costs and expenses in connection with any such litigation, unless such costs and expenses are awarded to a Party by the court in such litigation.

By executing this Agreement, the Parties represent that they have been given the opportunity to fully review the terms of this Agreement. The Executive acknowledges and agrees that the Executive has had an opportunity to ask questions and consult with an attorney of the Executive's choice before signing this Agreement. The Parties understand the terms of this Agreement and freely and voluntarily sign this Agreement. **THE PARTIES FULLY UNDERSTAND AND AGREE THAT THEY ARE GIVING UP CERTAIN RIGHTS OTHERWISE AFFORDED TO THEM BY CIVIL COURT ACTIONS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO A JURY OR COURT TRIAL**.

Article 17. Assignability; Binding Nature.

This Agreement shall be binding upon and inure to the benefit of the Company and any successor to the Company, including without limitation any persons acquiring directly or indirectly all or substantially all of the business and/or assets of the Company, whether by purchase, merger, consolidation, reorganization or otherwise (and such successor shall thereafter be deemed the "Company" for the purposes of this Agreement), but shall not otherwise be assignable, transferable or delegable by the Company.

The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business and/or assets of the Company, by agreement in form and substance satisfactory to the Executive, expressly to assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. No rights or obligations of the Executive under this Agreement may be assigned or transferred by the Executive other than his rights to compensation and benefits, which may be transferred only by will or operation of law. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees and/or legatees. This Agreement is personal in nature and neither of the parties hereto shall, without the consent of the other, assign, transfer or delegate this Agreement or any rights or obligations hereunder except as expressly provided in Article 17 hereof. Without limiting the generality of the foregoing, the Executive's right to receive payments hereunder shall not be assignable, transferable or delegable, whether by pledge, creation of a security interest or otherwise, other than by a transfer by his will or by the laws of descent and distribution and, in the event of any attempted assignment or transfer contrary to this Article 17, the Company shall have no liability to pay any amount so attempted to be assigned, transferred or delegated.

Article 18. Entire Agreement.

This Agreement contains the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the Parties with respect thereto, including without limitation the Prior Agreement.

Article 19. Amendment or Waiver.

No provision in this Agreement may be amended unless such amendment is agreed to in writing and signed by the Executive and an authorized officer of the Company. No waiver by either Party of any breach by the other Party of any condition or provision contained in this Agreement to be performed by such other Party shall be deemed a waiver of a similar or dissimilar condition or provision at the same or any prior or subsequent time. Any waiver must be in writing and signed by the Executive or an authorized officer of the Company, as the case may be.

Article 20. Withholding.

The Company may withhold from any amounts payable under this Agreement all federal, state, city, or other taxes as shall be required pursuant to any law or government regulation or ruling.

Article 21. Severability.

In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law so as to achieve the purposes of this Agreement.

Article 22. Survivorship.

Except as otherwise expressly set forth in this Agreement, the respective rights and obligations of the Parties hereunder shall survive any termination of the Executive's employment. Except as otherwise expressly provided by this Agreement, this Agreement itself (as distinguished from the Executive's employment) may not be terminated by either Party without the written consent of the other Party. Upon the expiration of the term of this Agreement, the respective rights and obligations of the Parties shall survive such expiration to the extent necessary to carry out the intentions of the Parties and embodied in the rights (such as vested rights) and obligations of the Parties under this Agreement.

Article 23. References.

In the event of the Executive's death or a judicial determination of his incompetence, reference in this Agreement to the Executive shall be deemed, where appropriate, to refer to his beneficiary, estate or other legal representative.

Article 24. Governing Law.

This Agreement shall be governed in accordance with the laws of Nevada without reference to principles of conflict of laws.

Article 25. Notices.

All notices and other communications required or permitted hereunder shall be in writing and shall be deemed given when (a) delivered personally, (b) delivered by certified or registered mail, postage prepaid, return receipt requested or (c) delivered by overnight courier (provided that a

written acknowledgment of receipt is obtained by the overnight courier) to the Party concerned at the address indicated below or to such changed address as such Party may subsequently give such notice of:

If to the Company:

Caesars Enterprise Services, LLC
c/o Caesars Entertainment, Inc.
100 W. Liberty Street, 12th Floor
Reno, NV 89501

Attention: Chief Administrative Officer

If to the Executive:

At the last residential address known by the Company

Article 26. Headings.

The headings of the articles contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

Article 27. Counterparts.

This Agreement may be executed in two or more counterparts.

Article 28. Code Section 409A Compliance.

To the extent applicable, it is intended that this Agreement comply with the provisions of Section 409A of the Code so as not to result in the assessment of any additional tax or penalty under Section 409A of the Code. This Agreement will be administered in a manner consistent with this intent. References to Section 409A of the Code will include any proposed, temporary or final regulation, or any other formal guidance, promulgated with respect to such section by the U.S. Department of Treasury or the Internal Revenue Service. Each payment or benefit to be made or provided to the Executive under the provisions of this Agreement will be considered to be a separate payment and not one of a series of payments for purposes of Section 409A of the Code. Notwithstanding anything in this Agreement to the contrary, no particular tax result for the Executive is guaranteed, and in no event shall the Company be liable for any taxes, interest or penalties that the Executive may incur under or in connection with Section 409A of the Code or otherwise.

Article 29. Code Section 280G Policy.

(a) Anything in this Agreement to the contrary notwithstanding, in the event that the amount of any compensation, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 280G of the Code, and the applicable regulations thereunder (the "Aggregate Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, then the Aggregate Payments shall be reduced (but not below zero) so that the sum of all of the Aggregate Payments shall be $1.00 less than the amount at which the Executive becomes subject to the excise tax imposed by Section 4999 of the Code; *provided* that such reduction shall only occur if it would result in the Executive receiving a

higher After Tax Amount (as defined below) than the Executive would receive if the Aggregate Payments were not subject to such reduction. In such event, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (1) cash payments not subject to Section 409A of the Code; (2) cash payments subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits; *provided* that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c).

(b) For purposes of this Article 29, the "After Tax Amount" means the amount of the Aggregate Payments less all federal, state and local income, excise and employment taxes imposed on the Executive as a result of the Executive's receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(c) The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Article 29(a) shall be made by a nationally recognized accounting firm selected by the Company (the "Accounting Firm"), which shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the Termination Date, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

Article 30. Resignations.

Following the termination of the Executive's employment for any reason, if and to the extent requested by the Board, the Executive agrees to resign from the Board, all fiduciary positions (including, without limitation, as trustee) and all other offices and positions the Executive holds with the Parent or any of its Subsidiaries or affiliates (including the Company); provided, however, that if the Executive refuses to tender the Executive's resignation after the Board has made such request, then the Board will be empowered to tender the Executive's resignation from such offices and positions.

Article 31. Clawback Provisions.

Notwithstanding any other provisions in this Agreement to the contrary, any incentive-based compensation, or any other compensation, paid to the Executive pursuant to this Agreement or any other agreement or arrangement with the Parent, or any of its Subsidiaries or affiliates (including the Company), which is subject to recovery under any law, government regulation or stock exchange listing requirement, are subject to the Parent's Clawback & Recoupment Policy approved by the Board as of February 27, 2019 and any amendments thereto and will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or any policy adopted by the Parent or any of its

Subsidiaries or affiliates (including the Company) pursuant to any such law, government regulation or stock exchange listing requirement).

(Signature Page to Follow)

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

Executive

/s/ Thomas R. Reeg
Name: Thomas R. Reeg

Caesars Enterprise Services, LLC

By: /s/ Edmund L. Quatmann
Name: Edmund L. Quatmann
Title: Chief Legal Officer

Exhibit A

WAIVER AND RELEASE OF CLAIMS AGREEMENT

("Employee") hereby acknowledges that Caesars Enterprise Services, LLC ("Employer") is offering Employee certain payments in connection with Employee's termination of employment pursuant to the employment agreement entered into between Employer and Employee, as amended (the "Employment Agreement"). in exchange for Employee's promises in this Waiver and Release of Claims Agreement (this "Agreement").

Severance Payments

Employee agrees that Employee will be entitled to receive the applicable severance payments under the Employment Agreement (the "Severance Payments") only if Employee accepts and does not revoke this Agreement, which requires Employee to release both known and unknown claims.

Employee agrees that the Severance Payments tendered under the Employment Agreement constitute fair and adequate consideration for the execution of this Agreement. Employee further agrees that Employee has been fully compensated for all wages and fringe benefits, including, but not limited to, paid and unpaid leave, due and owing, and that the Severance Payments are in addition to payments and benefits to which Employee is otherwise entitled.

Claims That Are Being Released

Employee agrees that this Agreement constitutes a full and final release by Employee and Employee's descendants, dependents, heirs, executors, administrators, assigns, and successors, of any and all claims, charges, and complaints, whether known or unknown, that Employee has or may have to date against Employer and any of its parents, subsidiaries, or affiliated entities and their respective officers, directors, shareholders, partners, joint venturers, employees, consultants, insurers, agents, predecessors, successors, and assigns, arising out of or related to Employee's employment or the termination thereof, or otherwise based upon acts or events that occurred on or before the date on which Employee signs this Agreement. To the fullest extent allowed by law, Employee hereby waives and releases any and all such claims, charges, and complaints in return for the Severance Payments. This release of claims is intended to be as broad as the law allows, and includes, but is not limited to, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith or fair dealing, express or implied, any tort or common law claims, any legal restrictions on Employer's right to terminate employees, and any claims under any federal, state, municipal, local, or other governmental statute, regulation, or ordinance, including, without limitation:

claims of discrimination, harassment, or retaliation under equal employment laws such as Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Rehabilitation Act of 1973, and any and all other federal, state, municipal, local, or foreign equal opportunity laws;

if applicable, claims of wrongful termination of employment; statutory, regulatory, and common law "whistleblower" claims, and claims for wrongful termination in violation of public policy;

claims arising under the Employee Retirement Income Security Act of 1974, except for any claims relating to vested benefits under Employer's employee benefit plans;

claims of violation of wage and hour laws, including, but not limited to, claims for overtime pay, meal and rest period violations, and recordkeeping violations; and

claims of violation of federal, state, municipal, local, or foreign laws concerning leaves of absence, such as the Family and Medical Leave Act. **[Other applicable provisions to be included based upon Employee's place of employment.]**

If Employee has worked or is working in California, Employee expressly agrees to waive the protection of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Claims That Are Not Being Released

This release does not include any claims that may not be released as a matter of law, and this release does not waive claims or rights that arise after Employee signs this Agreement. Further, this release will not prevent Employee from doing any of the following:

obtaining unemployment compensation, state disability insurance, or workers' compensation benefits from the appropriate agency of the state in which Employee lives and works, provided Employee satisfies the legal requirements for such benefits (nothing in this Agreement, however, guarantees or otherwise constitutes a representation of any kind that Employee is entitled to such benefits);

asserting any right that is created or preserved by this Agreement, such as Employee's right to receive the Severance Benefits;

filing a charge, giving testimony or participating in any investigation conducted by the United States Equal Employment Opportunity Commission (the "EEOC") or any duly authorized agency of the United States or any state (however, Employee is hereby waiving the right to any personal monetary recovery or other personal relief should the EEOC (or any similarly authorized agency) pursue any class or individual charges in part or entirely on Employee's behalf); or

challenging or seeking determination in good faith of the validity of this waiver under the Age Discrimination in Employment Act (nor does this release impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law).

Additional Employee Covenants

To the extent applicable, Employee confirms and agrees to Employee's continuing obligations under the Employment Agreement, including, without limitation, following termination of Employee's employment with Employer. This includes, without limitation, Employee's continuing obligations under Articles 11 through 16 of the Employment Agreement.

Protected Disclosures

Nothing in this Agreement will preclude, prohibit or restrict Employee from (a) communicating with, any federal, state or local administrative or regulatory agency or authority, including but not limited to the Securities and Exchange Commission (the "SEC"); or (b) participating or cooperating in any investigation conducted by any governmental agency or authority.

Nothing in this Agreement, or any other agreement between the parties, prohibits or is intended in any manner to prohibit, Employee from (a) reporting a possible violation of federal or other applicable law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the SEC, the U.S. Congress, and any governmental agency Inspector General, or (b) making other disclosures that are protected under whistleblower provisions of federal law or regulation. This Agreement does not limit Employee's right to receive an award (including, without limitation, a monetary reward) for information provided to the SEC. Employee does not need the prior authorization of anyone at the Company to make any such reports or disclosures, and Employee is not required to notify the Company that Employee has made such reports or disclosures.

Nothing in this Agreement or any other agreement or policy of the Company is intended to interfere with or restrain the immunity provided under 18 U.S.C. §1833(b). Employee cannot be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (a) (i) in confidence to federal, state or local government officials, directly or indirectly, or to an attorney, and (ii) for the purpose of reporting or investigating a suspected violation of law; (b) in a complaint or other document filed in a lawsuit or other proceeding, if filed under seal; or (c) in connection with a lawsuit alleging retaliation for reporting a suspected violation of law, if filed under seal and does not disclose the trade secret, except pursuant to a court order.

The foregoing provisions regarding Protected Disclosures are intended to comply with all applicable laws. If any laws are adopted, amended or repealed after the execution of this Agreement, this Agreement shall be deemed to be amended to reflect the same.

Voluntary Agreement And Effective Date

Employee understands and acknowledges that, by signing this Agreement, Employee is agreeing to all of the provisions stated in this Agreement, and has read and understood each provision.

The parties understand and agree that:

Employee will have a period of 21 calendar days in which to decide whether or not to sign this Agreement, and an additional period of seven calendar days after signing in which to revoke this Agreement. If Employee signs this Agreement before the end of such 21-day period, Employee certifies and agrees that the decision is knowing and voluntary and is not induced by Employer through (i) fraud, misrepresentation, or a threat to withdraw or alter the offer before the end of such 21-day period or (ii) an offer to provide different terms in exchange for signing this Agreement before the end of such 21-day period.

In order to exercise this revocation right, Employee must deliver written notice of revocation to Employer's Chief Administrative Officer on or before the seventh calendar day after Employee executes this Agreement. Employee understands that, upon delivery of such notice, this Agreement will terminate and become null and void.

The terms of this Agreement will not take effect or become binding, and Employee will not become entitled to receive the Severance Payments, until that seven-day period has lapsed without revocation by Employee. If Employee elects not to sign this Agreement or revokes it within seven calendar days of signing, Employee will not receive the Severance Payments.

All amounts payable hereunder will be paid in accordance with the applicable terms of the Employment Agreement.

Governing Law

This Agreement will be governed by the substantive laws of the State of [Nevada], without regard to conflicts of law, and by federal law where applicable.

If any part of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will not be affected in any way.

Consultation With Attorney

Employee is hereby encouraged and advised to confer with an attorney regarding this Agreement. By signing this Agreement, Employee acknowledges that Employee has consulted, or had an opportunity to consult with, an attorney or a representative of Employee's choosing, if any, and that Employee is not relying on any advice from Employer or its agents or attorneys in executing this Agreement.

This Agreement was provided to Employee for consideration on **[INSERT DATE THIS AGREEMENT PROVIDED TO EMPLOYEE].**

PLEASE READ THIS AGREEMENT CAREFULLY; IT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Employee certifies that Employee has read this Agreement and fully and completely understands and comprehends its meaning, purpose, and effect. Employee further states and confirms that Employee has signed this Agreement knowingly and voluntarily and of Employee's own free will, and not as a result of any threat, intimidation or coercion on the part of Employer or its representatives or agents.

EMPLOYEE

Date:_____ _____

AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of August 10, 2022 (the "Effective Date"), by and between Caesars Enterprise Services, LLC, a Delaware limited liability company (the "Company"), and **Anthony Carano** (the "Executive").

W I T N E S E T H

WHEREAS, the Company and the Executive are parties to that certain Amended and Restated Executive Employment Agreement dated as of December 28, 2021 (the "Prior Agreement"); and

WHEREAS, the Company and the Executive desire to amend and restate the Prior Agreement in its entirety and enter into this Agreement to modify certain terms of the Executive's employment.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt of which is mutually acknowledged, the Company and the Executive (individually a "Party" and together the "Parties") agree as follows:

Article 1. **Definitions**.

(a) "Base Salary" shall mean the salary provided for in Article 4 below.

(b) "Board" shall mean the Board of Directors of the Parent.

(c) "Cause" shall mean the Executive's:

i. Willful failure to substantially perform his duties with the Parent, Company or any of its Subsidiaries (other than any such failure resulting from the Executive's Disability);

ii. Gross negligence in the performance of the Executive's duties;

iii. Commission of or indictment for, or plea of guilty or nolo contendere to, any felony or a lesser crime or offense which, in the reasonable opinion of the Company, could materially adversely affect the business or reputation of the Parent or any of its Subsidiaries or affiliates (including the Company);

iv. Willful engagement in conduct that is materially injurious to the Parent or any of its Subsidiaries or affiliates (including the Company), monetarily or otherwise;

v. Willful violation of any provision of the Parent's Code of Business Ethics, as amended from time to time;

vi. Violation of any of the covenants contained in Articles 11 through 15 of this Agreement, as applicable;

vii. Engaging in any act of dishonesty resulting in, or intended to result in, personal gain at the expense of the Parent or any of its Subsidiaries or affiliates (including the Company);

viii. Determination by any state gaming regulatory agency that the Executive is not suitable to hold his position or otherwise to participate in a gaming enterprise in the state in question;

ix. Engaging in any act that is intended to harm, or may be reasonably expected to harm, the reputation, business prospects, or operations of the Parent or any of its Subsidiaries or affiliates (including the Company); provided, however, that this subclause (ix) shall not apply during the two-year period beginning on the date of a Change in Control; or

x. Any other action or inaction by the Executive that constitutes a material breach by the Executive of the terms and conditions of this Agreement.

For purposes of this Article 1(c), no act or omission by the Executive shall be considered "willful" unless it is done or omitted in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Parent or any of its Subsidiaries or affiliates (including the Company). Any act or failure to act based upon: (i) authority given pursuant to a resolution duly adopted by the Board; or (ii) formal advice of counsel for the Company, shall be conclusively presumed to be done or omitted to be done by the Executive in good faith and in the best interests of the Parent or any of its Subsidiaries or affiliates (including the Company).

For purposes of this Agreement, there shall be no termination for Cause pursuant to Articles 1(c)(ii) through (x) above, unless a written notice, containing a detailed description of the grounds constituting Cause hereunder, is delivered to the Executive stating the basis for the termination. With respect to Subsections (v), (vi) and (x) upon receipt of such notice, the Executive shall be given thirty (30) days to fully cure (if such violation, neglect, or conduct is capable of cure) the violation, neglect, or conduct that is the basis of such claim. If, in the Board's opinion, cure has not been accomplished by the Executive at the conclusion of such thirty (30) day period, the Executive will be given a reasonable opportunity to be heard before termination.

(d) "Change in Control" means the occurrence of any of the following events with regard to the Parent:

i. the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 50% of the combined voting power of the then-outstanding securities entitled to vote generally in the election of members of the Board (the "Voting Power") at such time; provided that the following acquisitions shall not constitute a Change in Control: (A) any such acquisition directly from the Parent; (B) any such acquisition by the Parent; (C) any such acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Parent or any of its subsidiaries; or (D) any such acquisition pursuant to a transaction that complies with clauses (A), (B) and (C) of paragraph (iii) below; or

ii. individuals who, as of the Effective Date, constitute the Board (the "Incumbent Board") cease for any reason (other than death or disability) to constitute at least a majority of the Board; provided, that any individual becoming a director subsequent to the Effective Date, whose election, or nomination for election by the Parent's stockholders, was approved by a vote of the directors then comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Parent in which such person is named as a nominee for director, without objection to such nomination) shall be considered as though such individual was a member of the Incumbent Board, but excluding for this purpose, any such individual whose initial assumption of office occurs as a result of or in connection with an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

iii. consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Parent (a "Business Combination"), in each case, unless following such Business Combination, (A) all or substantially all of the individuals and entities who were the beneficial owners of the Voting Power immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Parent or substantially all of the Parent's assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other as their ownership immediately prior to such Business Combination of the securities representing the Voting Power, (B) no Person (excluding any entity resulting from such Business Combination or any employee benefit plan (or related trust) sponsored or maintained by the Parent or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, more than 50% of, respectively, the then-outstanding shares of common stock of the entity resulting from such Business Combination, or the combined voting power of the then-outstanding voting securities of such corporation, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or the action of the Board providing for such Business Combination; or

iv. approval by the stockholders of the Parent of a complete liquidation or dissolution of the Parent.

Notwithstanding the foregoing, if a Change in Control constitutes a payment event with respect to any deferral of compensation that is subject to Section 409A of the Code, then, to the extent required to avoid the imposition of additional taxes under Section 409A of the Code, the

transaction or event described in paragraph (i), (ii), (iii) or (iv) above, with respect to such deferral of compensation, shall only constitute a Change in Control for purposes of the payment timing of such deferral of compensation if such transaction also constitutes a "change in control event," as defined in Treasury Regulation §1.409A-3(i)(5).

(e) "Code" means the Internal Revenue Code of 1986, as amended.

(f) "Compensation Committee" shall mean the Compensation Committee of the Board or any other committee appointed by the Board to perform the functions of the Compensation Committee.

(g) "Date of Termination" shall mean the date on which the Executive incurs a "separation from service" within the meaning of Section 409A of the Code.

(h) "Disability" (i) shall mean the Executive's permanent and total disability as defined by the long-term disability plan in effect for senior executives of the Company or (ii) in the event there is no such plan in effect, shall mean that the Executive is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months.

(i) "Good Reason" shall mean the occurrence of any one or more of the following without the Executive's express written consent:

i. The Parent or Company changes the Executive's title or material job duties such that it results in material diminution in Executive's authority, duties, or responsibilities; or

ii. The Parent or Company materially reduces the amount of the Executive's then current Base Salary or the target opportunity for his annual incentive award; or

iii. The Parent or Company requires the Executive to be permanently based at a location in excess of fifty (50) miles from the location of (x) the Executive's principal job location or (y) if Executive is working-from-home under a Company-approved arrangement, the Executive's primary residence; or

iv. The failure of the Company to obtain in writing the obligation to perform or be bound by the terms of this Agreement by any successor to the Company or a purchaser of all or substantially all of the assets of the Company; or

v. The Company provides the Executive with a notice of non-renewal in accordance with the terms of Article 2 of this Agreement; or

vi. Any other action or inaction by the Company that constitutes a material breach by the Company of the terms and conditions of this Agreement.

The Executive will not be deemed to have terminated for Good Reason unless (A) the Executive gives the Company written notice of the event or events that are the basis for such claim within thirty (30) days after the Executive first becomes aware of the initial occurrence, event or

events that would otherwise constitute Good Reason, describing such claim in reasonably sufficient detail to allow the Company to address the event or events, (B) the Company fails to cure the alleged condition during a period of not less than thirty (30) days after the delivery of such notice to the Company, and (C) the Executive terminates his employment within ninety (90) days after the Executive first becomes aware of the initial occurrence, event or events that are the basis for such claim.

(j) "Parent" shall mean Caesars Entertainment, Inc.

(k) "Person" shall mean any individual, corporation, partnership, association, limited liability company, joint-stock company, trust, unincorporated organization, government or political subdivision.

(l) "Pro Rata" shall equal the product of (A) and (B), where (A) is the applicable incentive amount and (B) is a fraction, the numerator of which is the number of calendar months that the Executive was employed by the Company during the applicable performance period or cycle and the denominator of which is the number of calendar months in the applicable performance period or cycle. Solely for determining the Pro Rata amount, any partial calendar month shall be treated as a full month.

(m) "Protected Information" shall mean trade secrets, confidential and proprietary business information of the Parent and its Subsidiaries and affiliates (including the Company), and any other information of the Parent or any of its Subsidiaries or affiliates (including the Company), including, but not limited to, customer lists (including, without limitation, potential customers), sources of supply, processes, plans, materials, pricing information, internal memoranda, marketing plans, internal policies, and products and services that may be developed from time to time by the Parent or any of its Subsidiaries or affiliates (including the Company) or any of their respective agents or employees, including but not limited to the Executive; provided, however, that information that is in the public domain (other than as a result of a breach of this Agreement), approved for release by the Parent or the Company, as applicable, or lawfully obtained from third parties who are not bound by a confidentiality agreement with the Parent or any of its Subsidiaries or affiliates (including the Company), is not Protected Information.

(n) "Release" means a general release of claims against the Parent and its Subsidiaries and affiliates (including the Company), in substantially the form attached hereto as Exhibit A.

(o) "Subsidiary" means a corporation, company or other entity (i) more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, or (ii) which does not have outstanding shares or securities (as may be the case in a partnership, joint venture or unincorporated association), but more than fifty percent (50%) of whose ownership interest representing the right generally to make decisions for such other entity is, now or hereafter owned or controlled, directly or indirectly, by the Parent or the Company, as applicable, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists.

(p) "Term of Employment" shall mean the period specified in Article 2 below (including any extension as provided therein).

Article 2. **Term of Employment**.

The Term of Employment shall begin on the Effective Date, and shall extend until January 1, 2025 (the "Initial Term"), with automatic one (1) year renewals (each a "Renewal Term") upon the expiration of the Initial Term or the current Renewal Term, as applicable, unless either Party notifies the other at least three (3) months before the scheduled expiration date of the Initial Term or Renewal Term, as applicable, that this Agreement is not to renew; provided that in the event of a Change in Control the Initial Term or then current Renewal Term shall automatically be extended an additional two (2) years from the date of consummation of such Change in Control (and such two (2) year extension period shall be a "Renewal Term" for purposes of this Agreement. Notwithstanding the foregoing, the Term of Employment may be earlier terminated by either Party in accordance with the provisions of Article 10.

Article 3. **Position, Duties, and Responsibilities**.

(a) During the Term of Employment, the Executive shall serve as President and Chief Operating Officer of the Parent and all other direct or indirect operating subsidiaries of the Parent, including the Company, and shall perform such duties consistent with his position as may be assigned to him from time to time by the Chief Executive Officer of the Parent or the Board. At the Parent's request, the Executive shall serve the Parent, the Company, and/or its Subsidiaries and affiliates in other capacities in addition to the foregoing, consistent with the Executive's position as President and Chief Operating Officer. In the event that the Executive, during the Term of Employment, serves in any one or more of such additional capacities, the Executive's compensation shall not be increased beyond that specified in Articles 4 through 7 hereof. In addition, in the event the Executive's service in one or more of such additional capacities is terminated, the Executive's compensation, as specified in Articles 4 through 7 hereof, shall not be diminished or reduced in any manner as a result of such termination provided that the Executive otherwise remains employed under the terms of this Agreement. During his employment with the Company, the Executive shall devote substantially all of his business time and attention to the business and affairs of the Parent and the Company, as applicable, and shall use his best efforts, skills and abilities to promote its interests.

(b) The Executive shall be permitted to serve on corporate boards with the Chief Executive Officer's or Compensation Committee's advance consent, which shall not be unreasonably withheld. In addition, the Executive may engage in religious, charitable or other community activities as long as such services and activities are disclosed to the Chief Executive Officer or the Compensation Committee and do not individually or in the aggregate interfere with the Executive's performance of his duties to the Parent and the Company; provided, that if the Executive serves on a board, committee or similar body of any such religious, charitable or community organization or if the Executive engages in teaching, speaking or writing engagements in connection with such activities, the Executive will receive prior written approval from the Chief Executive Officer or the Compensation Committee.

Article 4. **Base Salary**.

Effective as of January 1, 2022, the Executive shall be paid an annualized Base Salary, payable in accordance with the regular payroll practices of the Company, of not less than one million three hundred fifty thousand dollars ($1,350,000). The Base Salary shall be reviewed annually for increase in the discretion of the Compensation Committee.

Article 5. **Annual Incentive Award**.

During the Term of Employment, the Executive shall be eligible for an annual incentive award with payout opportunities that are commensurate with his position and duties, as determined by the Compensation Committee in its discretion. Effective as of January 1, 2022, the Executive's target annual incentive award opportunity will be equal to one hundred twenty-five percent (125%) of the Executive's Base Salary ("Target Bonus"). The Executive's annual incentive award opportunities shall be based on Parent, Company and individual performance goals determined, and subject to change, by the Compensation Committee in its discretion. The Executive shall be paid his annual incentive award no later than other senior executives of the Company are paid their annual incentive award.

Article 6. **Long-Term Incentive Awards**.

The Executive shall be eligible to participate in the Parent's long-term incentive plan on terms commensurate with his position and duties, as determined by the Compensation Committee in its discretion. Program design, including but not limited to performance measures and weighting shall be determined by the Compensation Committee in its discretion. Effective as of January 1, 2022, the Compensation Committee will consider setting the Executive's target annual long-term incentive award opportunity equal to three hundred percent (300%) of the Executive's Base Salary.

Article 7. **Employee Benefit Programs**.

During the Term of Employment, the Executive shall be eligible to participate in any employee benefit plans and programs made available to the Company's senior-level executives generally, subject to Article 10(f) below, as such plans or programs may be in effect from time to time, including, without limitation, 401(k) savings and other plans or programs, medical, dental, hospitalization, short-term and long-term disability and life insurance plans, accidental death and dismemberment protection, travel accident insurance, and any retirement plans or programs and any other employee welfare benefit plans or programs that may be sponsored by the Company in the future from time to time, including but not limited to any plans that supplement the above-listed types of plans or programs, whether funded or unfunded. Notwithstanding the foregoing, the Company may terminate or alter any particular benefit plan or program at any time in its discretion.

Article 8. **Reimbursement of Business and Other Expenses**.

The Executive is authorized to incur reasonable expenses in carrying out his duties and responsibilities under this Agreement and the Company shall promptly reimburse him for all reasonable business expenses incurred in connection with carrying out the business of the Company, subject to documentation in accordance with the Company's policy.

All reimbursements under Article 8 or otherwise under this Agreement shall be for expenses incurred by the Executive during the Term of Employment. In all events such reimbursement will be made no later than the end of the year following the year in which the expense was incurred. Each provision of reimbursements shall be considered a separate payment and not one of a series of payments for purposes of Section 409A of the Code. In addition, no reimbursement or in-kind benefit shall be subject to liquidation or exchange for another benefit and the amount available for reimbursement, or in-kind benefits provided, during one calendar year in no event will affect the amount of expenses required to be reimbursed or in-kind benefits required to be provided by the Company in any other calendar year.

Article 9. **Signing Bonus**.

Pursuant to the Prior Agreement, the Executive received a one-time special signing bonus in an amount equal to one million five hundred thousand dollars ($1,500,000) (the "Signing Bonus"). If Executive's employment with the Company terminates due to Executive's resignation without Good Reason or by the Company for Cause, prior to the end of the Initial Term, the Executive agrees to repay a pro rata portion of the Signing Bonus to the Company, which shall be calculated based on the number of full calendar months remaining in the Initial Term, divided by thirty-six (36) months (without reduction for any federal, state or local income and employment tax liability paid by the Executive).

Article 10. **Termination of Employment**.

(a) Termination Due to Death. In the event that the Executive's employment is terminated due to his death, his estate or his beneficiaries, as the case may be, shall be entitled to the following benefits:

i. A lump-sum amount, paid within sixty (60) days following the Date of Termination, equal to the Executive's unpaid Base Salary through and including the Date of Termination, and any unreimbursed business expenses incurred prior to the Date of Termination, consistent with the regular payroll practices of the Company (the "Accrued Rights Payment"); and

ii. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, of the Executive's Target Bonus for the calendar year that includes the Date of Termination; provided however, that such amount shall be adjusted on a Pro Rata basis. For the avoidance of doubt, the Target Bonus shall not include any long-term incentive bonus (or any single-year or other applicable portion of an incentive arrangement covering a period in excess of one year).

(b) Termination Due to Disability. In the event that the Executive's employment is terminated due to his Disability, and conditioned upon, no later than fifty-nine (59) days after the Date of Termination, the Executive's (or Executive's legal representative) execution of an effective Release (with all periods for revocation therein having expired), as well as the Executive's acknowledgement of, and the Executive's compliance with, the Executive's obligations under the restrictive covenants set forth in Articles 11 through 15, he shall be entitled to the following benefits:

i. The Accrued Rights Payment;

ii. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, of the Target Bonus for the calendar year that includes the Date of Termination; provided however, that such amount shall be adjusted on a Pro Rata basis; and

iii. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, equal to the total premiums the Executive would be required to pay for twelve (12) months of COBRA continuation coverage under the Company's health benefit plans (i.e., medical, dental, and vision coverage), determined using the COBRA premium rate in effect for the level of coverage that the Executive had in place immediately prior to the Executive's Date of Termination (the "COBRA Payment"). The Executive shall not be required to

purchase COBRA continuation coverage in order to receive the COBRA Payment, nor shall the Executive be required to apply the COBRA Payment towards any payment of applicable premiums for COBRA continuation coverage.

In no event shall a termination of the Executive's employment due to Disability occur until the Party terminating the Executive's employment gives written notice to the other Party in accordance with Article 25 below.

(c) Termination by the Company for Cause. In the event the Company terminates the Executive's employment for Cause, he shall be entitled to the Accrued Rights Payment.

(d) Termination by Company without Cause or Termination by the Executive for Good Reason outside of a Change in Control. In the event the Executive's employment is terminated by the Company without Cause (i.e., on a basis other than specified in Article 10(a), 10(b) or 10(c)), or in the event the Executive's employment is terminated by the Executive for Good Reason, in either case, at any time other than during the two-year period beginning on the date of a Change in Control, and conditioned upon, no later than fifty-nine (59) days after the Date of Termination, the Executive's execution of an effective Release (with all periods for revocation therein having expired), as well as the Executive's acknowledgement of, and the Executive's compliance with, the Executive's obligations under the restrictive covenants set forth in Articles 11 through 15, the Executive shall be entitled to the following benefits:

i. The Accrued Rights Payment;

ii. A lump sum amount paid on the sixtieth (60th) day following the Date of Termination equal to one (1.0) times the sum of (A) the Executive's Base Salary and (B) the Target Bonus for the calendar year that includes the Date of Termination;

iii. A lump-sum amount, if any, equal to the actual annual incentive that would have been payable to the Executive for the calendar year that includes the Date of Termination based on actual performance against applicable goals if the Executive had remained employed through the end of such calendar year; provided however, that such amount shall be adjusted on a Pro Rata basis and shall be paid at the same time as annual incentive payments for the calendar year that includes the Date of Termination are paid to other senior executives of the Company;

iv. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, equal to the COBRA Payment. The Executive shall not be required to purchase COBRA continuation coverage in order to receive the COBRA Payment, nor shall the Executive be required to apply the COBRA Payment towards any payment of applicable premiums for COBRA continuation coverage; and

v. The Company will assist the Executive in finding other employment opportunities by providing to him, at the Company's limited expense, reasonable professional outplacement services through the provider of the Company's choice. Such outplacement services shall terminate when the Executive finds other employment. However, in no event

shall such outplacement services continue for more than twelve (12) months following the Date of Termination or exceed more than $10,000 in the aggregate.

(e) Termination by Company without Cause or Termination by the Executive for Good Reason in Connection with a Change in Control. If, during the two (2) year period beginning on the date of a Change in Control, the Executive's employment is terminated by the Company without Cause (i.e., on a basis other than specified in Article 10(a), 10(b) or 10(c)), or the Executive's employment is terminated by the Executive for Good Reason, and conditioned upon, no later than fifty-nine (59) days after the Date of Termination, the Executive's execution of an effective Release (with all periods for revocation therein having expired), as well as the Executive's acknowledgement of, and the Executive's compliance with, the Executive's obligations under the restrictive covenants set forth in Articles 11 through 15, the Executive shall be entitled to the following benefits:

i. The Accrued Rights Payment;

ii. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, equal to two (2.0) times the sum of: (A) the Executive's Base Salary in effect at the Date of Termination or, if higher, at the date of the Change in Control, and (B) the Target Bonus for the calendar year that includes the Date of Termination or, if higher, the calendar year that includes the Change in Control;

iii. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, of the Target Bonus for the calendar year that includes the Date of Termination or, if higher, the calendar year that includes the Change in Control; provided however, that such amount shall be adjusted on a Pro Rata basis; and

iv. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, equal to the total premiums the Executive would be required to pay for eighteen (18) months of COBRA continuation coverage under the Company's health benefit plans (i.e., medical, dental and vision coverage), determined using the COBRA premium rate in effect for the level of coverage that the Executive had in place immediately prior to the Executive's Date of Termination (the "CIC COBRA Payment"). The Executive shall not be required to purchase COBRA continuation coverage in order to receive the CIC COBRA Payment, nor shall the Executive be required to apply the CIC COBRA Payment towards any payment of applicable premiums for COBRA continuation coverage.

(f) Indemnification of Legal Fees. Effective only upon a Change in Control, it is the intent of the Company that the Executive not be required to incur the expenses associated with the enforcement of his rights upon and following such a Change in Control under this Agreement by litigation or other legal action because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Executive hereunder upon and following a Change in Control. Accordingly, upon and following a Change in Control, if it should appear to the Executive that the Company has failed to comply with any of its obligations under this Agreement which arose upon or following a Change in Control or in the event that the Company or any other person takes any action to

declare this Agreement void or unenforceable, or institutes any litigation designed to deny, or to recover from, the Executive the benefits intended to be provided to the Executive hereunder, the Company irrevocably authorizes the Executive from time to time to retain counsel of his choice, at the expense of the Company as hereafter provided, to represent the Executive in connection with the initiation or defense of any litigation or other legal action, whether by or against the Company, or any Subsidiary, Director, officer, stockholder or other person affiliated with the Company, in any jurisdiction. Notwithstanding any existing or prior attorney-client relationship between the Company and such counsel, the Company irrevocably consents to the Executive's entering into an attorney-client relationship with such counsel, and in that connection the Company and the Executive agree that a confidential relationship shall exist between the Executive and such counsel. Upon and following a Change in Control, the Company shall pay or cause to be paid and shall be solely responsible for any and all reasonable attorneys' and related fees and expenses incurred by the Executive as a result of the Company's failure to perform this Agreement or any provision hereof or as a result of the Company or any person contesting the validity or enforceability of this Agreement or any provision hereof as aforesaid, provided any such reimbursement of attorneys' and related fees and expenses shall be made not later than December 31 of the year following the year in which the Executive incurred the expense.

(g) Voluntary Termination. A termination of employment by the Executive on his own initiative, other than a termination due to Disability, death, or a termination for Good Reason, shall have the same consequences as provided in Article 10(c) for a termination for Cause. A voluntary termination under this Article 10(g) shall be effective on the date specified in the Executive's written notice, unless such voluntary termination is earlier accepted by the Company, such early acceptance still to be treated as a voluntary termination by the Executive.

(h) No Mitigation; No Offset. In the event of any termination of employment under this Article 10, the Executive shall be under no obligation to seek other employment and there shall be no offset against amounts due to the Executive under this Agreement on account of any remuneration attributable to any subsequent employment that he may obtain.

(i) Nature of Payments. Any amounts due under this Article 10 are in the nature of severance payments considered to be reasonable by the Company and are not in the nature of a penalty.

(j) Timing of Payments. Notwithstanding any provision in this Agreement to the contrary, if the Executive is a "specified employee" (within the meaning of Treasury Regulation Section 1.409A-1(i) and using the identification methodology selected by the Company from time to time) on the Date of Termination, to the extent payments or benefits made hereunder (as well as any other payment or benefit that the Executive is entitled to receive upon his separation from service) constitute deferred compensation (after taking account any applicable exceptions under Section 409A of the Code), and to the extent required by Section 409A of the Code, payments or benefits payable upon separation from service which otherwise would be payable during the six (6) month period immediately following the Date of Termination will instead be paid or made available on the earlier of (i) the first day following the six (6) month anniversary of the Executive's Date of Termination and (ii) the Executive's death.

(k) Accrued Rights. For the avoidance of doubt, notwithstanding anything herein to the contrary, the Accrued Rights Payment shall not be subject to any requirement that the Executive execute a Release.

Article 11. Noncompetition.

(a) The Executive agrees that, during the Executive's employment with the Company and for a period of twelve (12) months following the termination of such employment, whether termination is by the Executive or the Company, and regardless of the reasons therefor, the Executive shall not serve as an employee, agent, partner, shareholder, owner, investor, director, consultant, or other service provider for, or participate, engage, prepare to engage, or have any financial or other interest (whether directly or indirectly, and whether alone or together or in concert with any other Person(s)), in the business of or any activity relating to competitive gaming (including, without limitation, casino operation and horseracing) (any such business or activity, a "Competitive Business"), in any case, in any location where the Parent or any of its Subsidiaries or affiliates (including the Company) is engaged in at the time of the Executive's applicable action or activity (or, if earlier, at the time of the termination of the Executive's employment with the Company and its Subsidiaries); provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Executive may own up to five percent (5%) of the outstanding shares of the capital stock of a company whose securities are registered under Section 12 of the Exchange Act.

(b) The Executive further acknowledges and agrees that, in the event of the termination of his employment with the Company, the Executive's experience and capabilities are such that the Executive can obtain employment in business activities which do not compete with the Parent or the Company, and that the enforcement of this Agreement by way of injunction shall not prevent the Executive from earning a reasonable livelihood. The Executive further acknowledges and agrees that the covenants contained herein are necessary for the protection of the Parent and the Company's legitimate business interests and are reasonable in scope and duration.

(c) The Executive further acknowledges and agrees that the noncompetition provision does not restrict the Executive's ability to provide a service to a former customer or client if each of the following are true: (i) the Executive did not solicit the former customer or client; (ii) the customer or client voluntarily left and sought the Executive's services; and (iii) the Executive has otherwise complied with the noncompetition's provisions regarding time, geographic area, and scope of restrained activity, other than any limitation on providing services to a former customer or client who seeks the services of the Executive without any contact instigated by the Executive.

Article 12. Nonsolicitation of Employees.

The Executive agrees that during his employment with the Company and for a period of twelve (12) months following the termination of such employment, whether termination is by the Executive or by the Company, regardless of the reasons therefor, the Executive, except on behalf of or for the benefit of the Parent or the Company while employed, will not directly or indirectly, (a) employ or retain or solicit for employment or arrange to have any other person, firm, or other entity employ or retain or solicit for employment or otherwise participate in the employment or retention of any person who is an employee or consultant of the Parent or any of its Subsidiaries or affiliates (including the Company); or (b) solicit suppliers or customers of the Parent or any of its

Subsidiaries or affiliates (including the Company) or induce any such person to terminate his, her, or its relationship with the Parent or any of its Subsidiaries or affiliates (including the Company).

In the event that the scopes of the restrictions in Article 11 or 12 are found overly broad, Executive agrees that a court should reform the restrictions by limiting them to the maximum reasonable scope.

Article 13. <u>Confidentiality</u>.

(a) The Company has advised the Executive and the Executive acknowledges that it is the policy of the Company to maintain as secret and confidential all Protected Information, and that Protected Information has been and will be developed at substantial cost and effort to the Company. The Executive shall not at any time, directly or indirectly, divulge, furnish, or make accessible to any person, firm, corporation, association, or other entity (otherwise than as may be required in the regular course of the Executive's employment), nor use in any manner, either during the Executive's employment or after termination for any reason, any Protected Information, or cause any such Protected Information to enter the public domain.

(b) Notwithstanding the foregoing, nothing in this Agreement will preclude, prohibit or restrict the Executive from (i) communicating with any federal, state or local administrative or regulatory agency or authority, including but not limited to the Securities and Exchange Commission (the "SEC"); (ii) participating or cooperating in any investigation conducted by any governmental agency or authority; or (iii) filing a charge of discrimination with the United States Equal Employment Opportunity Commission or any other federal state or local administrative agency or regulatory authority. Nothing in this Agreement, or any other agreement between the Parties, prohibits or is intended in any manner to prohibit, the Executive from (i) reporting a possible violation of federal or other applicable law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the SEC, the U.S. Congress, and any governmental agency Inspector General, or (ii) making other disclosures that are protected under whistleblower provisions of federal law or regulation. This Agreement does not limit the Executive's right to receive an award (including, without limitation, a monetary reward) for information provided to the SEC. The Executive does not need the prior authorization of anyone at the Company to make any such reports or disclosures, and the Executive is not required to notify the Company that the Executive has made such reports or disclosures. Nothing in this Agreement or any other agreement or policy of the Parent or the Company is intended to interfere with or restrain the immunity provided under 18 U.S.C. §1833(b). The Executive cannot be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) (A) in confidence to federal, state or local government officials, directly or indirectly, or to an attorney, and (B) for the purpose of reporting or investigating a suspected violation of law; (ii) in a complaint or other document filed in a lawsuit or other proceeding, if filed under seal; or (iii) in connection with a lawsuit alleging retaliation for reporting a suspected violation of law, if filed under seal and does not disclose the trade secret, except pursuant to a court order. The foregoing provisions regarding protected disclosures are intended to comply with all applicable laws and, if any laws are adopted, amended or repealed after the execution of this Agreement, this Article 13(b) shall be deemed to be amended to reflect the same.

Article 14. <u>Non-Disparagement</u>.

The Executive covenants and agrees that for the longest period legally enforceable, he shall not disparage the image or reputation of the Parent or any of its respective subsidiaries or affiliates (including the Company) and their directors, officers, senior management employees and professional employees, business, or reputation.

Article 15. Litigation and Regulatory Cooperation.

During and after the Executive's employment, the Executive shall cooperate fully with the Company in (i) the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Parent or the Company which relate to events or occurrences that transpired while the Executive was employed by the Company, and (ii) the investigation, whether internal or external, of any matters about which the Company believes the Executive may have knowledge or information. The Executive's full cooperation in connection with such claims, actions or investigations shall include, but not be limited to, being available to meet with counsel to answer questions or to prepare for discovery or trial and to act as a witness on behalf of the Parent or the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate fully with the Parent or the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable, documented out-of-pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Article 15.

Article 16. Resolution of Disputes.

Any disputes, controversy, or claim arising under or in connection with this Agreement or any breach of this Agreement shall be resolved by third party mediation of the dispute and, failing that, by binding arbitration, to be held in Reno, Nevada, in accordance with the rules and procedures of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitral award determination shall be final and binding. The Company will pay the direct costs and expenses of such arbitration. The Company will also reimburse the Executive for reasonable fees and expenses, including reasonable attorney's fees, incurred by the Executive in connection with such arbitration, such reimbursement to be made monthly as such fees and expenses are incurred. In the event the Executive does not prevail at arbitration, however, the Executive will re-pay to the Company any and all expenses and fees previously reimbursed by the Company under this Article 16. The Parties understand and fully agree that they are giving up their constitutional right to have a trial by jury, and are giving up their normal rights of appeal following the issuance of the arbitrator's award except as applicable law provides for judicial review of arbitration proceedings.

Notwithstanding the provisions of this Article 16, the Parties agree that in the event of any dispute between the Executive and the Company as to any of the Executive's obligations under Articles 11, 12, 13, 14, or 15 then the arbitration requirements of this Article 16 shall not apply, and that instead, the Parties must seek relief as to that dispute in a court of general jurisdiction in the State of Nevada to be docketed, if available, on the commercial docket of that court. The Parties hereby consent to the exclusive specific and general jurisdiction of such court. The Executive hereby agrees that, by virtue of his work for the Company, he has purposely availed himself of the benefits and protections of the laws of the State of Nevada. Likewise, the arbitration requirements of this Article 16 shall not apply to (i) claims for workers' compensation benefits, (ii) claims for unemployment compensation benefits, (iii) whistleblower retaliation claims under the Sarbanes-Oxley Act or the Dodd-Frank Act that cannot be arbitrated as a matter of law; (iv) administrative charges for unfair labor practices brought before the National Labor Relations Board, (v) administrative charges brought before the Equal Employment Opportunity Commission or other similar administrative agency, or (vi) any other claims that, as a matter of law, the Parties cannot

agree to arbitrate. In addition, in connection with any such court action, the Executive acknowledges and agrees that the remedy at law available to the Company for breach by the Executive of any of his obligations under Articles 11, 12, 13, 14 or 15 of this Agreement would be inadequate and that damages flowing from such a breach would not readily be susceptible to being measured in monetary terms. Accordingly, the Executive acknowledges, consents and agrees that, in addition to any other rights or remedies which the Company may have at law, in equity or under this Agreement, upon adequate proof of the Executive's violation of any provision of Articles 11, 12, 13, 14 or 15 of this Agreement, the Company shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach, without the necessity of proof of actual damage. For purposes of clarity, each Party shall bear his or its own costs and expenses in connection with any such litigation, unless such costs and expenses are awarded to a Party by the court in such litigation.

By executing this Agreement, the Parties represent that they have been given the opportunity to fully review the terms of this Agreement. The Executive acknowledges and agrees that the Executive has had an opportunity to ask questions and consult with an attorney of the Executive's choice before signing this Agreement. The Parties understand the terms of this Agreement and freely and voluntarily sign this Agreement. **THE PARTIES FULLY UNDERSTAND AND AGREE THAT THEY ARE GIVING UP CERTAIN RIGHTS OTHERWISE AFFORDED TO THEM BY CIVIL COURT ACTIONS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO A JURY OR COURT TRIAL**.

Article 17. Assignability; Binding Nature.

This Agreement shall be binding upon and inure to the benefit of the Company and any successor to the Company, including without limitation any persons acquiring directly or indirectly all or substantially all of the business and/or assets of the Company, whether by purchase, merger, consolidation, reorganization or otherwise (and such successor shall thereafter be deemed the "Company" for the purposes of this Agreement), but shall not otherwise be assignable, transferable or delegable by the Company.

The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business and/or assets of the Company, by agreement in form and substance satisfactory to the Executive, expressly to assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. No rights or obligations of the Executive under this Agreement may be assigned or transferred by the Executive other than his rights to compensation and benefits, which may be transferred only by will or operation of law. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees and/or legatees. This Agreement is personal in nature and neither of the parties hereto shall, without the consent of the other, assign, transfer or delegate this Agreement or any rights or obligations hereunder except as expressly provided in Article 17 hereof. Without limiting the generality of the foregoing, the Executive's right to receive payments hereunder shall not be assignable, transferable or delegable, whether by pledge, creation of a security interest or otherwise, other than by a transfer by his will or by the laws of descent and distribution and, in the event of any attempted assignment or transfer contrary to this Article 17, the Company shall have no liability to pay any amount so attempted to be assigned, transferred or delegated.

Article 18. Entire Agreement.

This Agreement contains the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings,

discussions, negotiations and undertakings, whether written or oral, between the Parties with respect thereto, including without limitation the Prior Agreement.

Article 19. Amendment or Waiver.

No provision in this Agreement may be amended unless such amendment is agreed to in writing and signed by the Executive and an authorized officer of the Company. No waiver by either Party of any breach by the other Party of any condition or provision contained in this Agreement to be performed by such other Party shall be deemed a waiver of a similar or dissimilar condition or provision at the same or any prior or subsequent time. Any waiver must be in writing and signed by the Executive or an authorized officer of the Company, as the case may be.

Article 20. Withholding.

The Company may withhold from any amounts payable under this Agreement all federal, state, city, or other taxes as shall be required pursuant to any law or government regulation or ruling.

Article 21. Severability.

In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law so as to achieve the purposes of this Agreement.

Article 22. Survivorship.

Except as otherwise expressly set forth in this Agreement, the respective rights and obligations of the Parties hereunder shall survive any termination of the Executive's employment. Except as otherwise expressly provided by this Agreement, this Agreement itself (as distinguished from the Executive's employment) may not be terminated by either Party without the written consent of the other Party. Upon the expiration of the term of this Agreement, the respective rights and obligations of the Parties shall survive such expiration to the extent necessary to carry out the intentions of the Parties and embodied in the rights (such as vested rights) and obligations of the Parties under this Agreement.

Article 23. References.

In the event of the Executive's death or a judicial determination of his incompetence, reference in this Agreement to the Executive shall be deemed, where appropriate, to refer to his beneficiary, estate or other legal representative.

Article 24. Governing Law.

This Agreement shall be governed in accordance with the laws of Nevada without reference to principles of conflict of laws.

Article 25. Notices.

All notices and other communications required or permitted hereunder shall be in writing and shall be deemed given when (a) delivered personally, (b) delivered by certified or registered mail, postage prepaid, return receipt requested or (c) delivered by overnight courier (provided that a written acknowledgment of receipt is obtained by the overnight courier) to the Party concerned at

the address indicated below or to such changed address as such Party may subsequently give such notice of:

If to the Company:

Caesars Enterprise Services, LLC
c/o Caesars Entertainment, Inc.
100 W. Liberty Street, 12th Floor
Reno, NV 89501

Attention: Chief Administrative Officer

If to the Executive:

At the last residential address known by the Company

Article 26. Headings.

The headings of the articles contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

Article 27. Counterparts.

This Agreement may be executed in two or more counterparts.

Article 28. Code Section 409A Compliance.

To the extent applicable, it is intended that this Agreement comply with the provisions of Section 409A of the Code so as not to result in the assessment of any additional tax or penalty under Section 409A of the Code. This Agreement will be administered in a manner consistent with this intent. References to Section 409A of the Code will include any proposed, temporary or final regulation, or any other formal guidance, promulgated with respect to such section by the U.S. Department of Treasury or the Internal Revenue Service. Each payment or benefit to be made or provided to the Executive under the provisions of this Agreement will be considered to be a separate payment and not one of a series of payments for purposes of Section 409A of the Code. Notwithstanding anything in this Agreement to the contrary, no particular tax result for the Executive is guaranteed, and in no event shall the Company be liable for any taxes, interest or penalties that the Executive may incur under or in connection with Section 409A of the Code or otherwise.

Article 29. Code Section 280G Policy.

(a) Anything in this Agreement to the contrary notwithstanding, in the event that the amount of any compensation, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 280G of the Code, and the applicable regulations thereunder (the "Aggregate Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, then the Aggregate Payments shall be reduced (but not below zero) so that the sum of all of the Aggregate Payments shall be $1.00 less than the amount at which the Executive becomes subject to the excise tax imposed by Section 4999 of the Code; *provided* that such reduction shall only occur if it would result in the Executive receiving a higher After Tax Amount (as defined below) than the Executive would receive if

the Aggregate Payments were not subject to such reduction. In such event, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (1) cash payments not subject to Section 409A of the Code; (2) cash payments subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits; *provided* that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c).

(b) For purposes of this Article 29, the "After Tax Amount" means the amount of the Aggregate Payments less all federal, state and local income, excise and employment taxes imposed on the Executive as a result of the Executive's receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(c) The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Article 29(a) shall be made by a nationally recognized accounting firm selected by the Company (the "Accounting Firm"), which shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the Termination Date, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

Article 30. Resignations.

Following the termination of the Executive's employment for any reason, if and to the extent requested by the Board, the Executive agrees to resign from the Board, all fiduciary positions (including, without limitation, as trustee) and all other offices and positions the Executive holds with the Parent or any of its Subsidiaries or affiliates (including the Company); provided, however, that if the Executive refuses to tender the Executive's resignation after the Board has made such request, then the Board will be empowered to tender the Executive's resignation from such offices and positions.

Article 31. Clawback Provisions.

Notwithstanding any other provisions in this Agreement to the contrary, any incentive-based compensation, or any other compensation, paid to the Executive pursuant to this Agreement or any other agreement or arrangement with the Parent, or any of its Subsidiaries or affiliates (including the Company), which is subject to recovery under any law, government regulation or stock exchange listing requirement, are subject to the Parent's Clawback & Recoupment Policy approved by the Board as of February 27, 2019 and any amendments thereto and will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or any policy adopted by the Parent or any of its Subsidiaries or affiliates (including the Company) pursuant to any such law, government regulation or stock exchange listing requirement).

(Signature Page to Follow)

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

Executive

/s/ Anthony L. Carano
Name: Anthony L. Carano

Caesars Enterprise Services, LLC

By: /s/ Thomas R. Reeg
Name: Thomas R. Reeg
Title: Chief Executive Officer

Exhibit A

WAIVER AND RELEASE OF CLAIMS AGREEMENT

("Employee") hereby acknowledges that Caesars Enterprise Services, LLC ("Employer") is offering Employee certain payments in connection with Employee's termination of employment pursuant to the employment agreement entered into between Employer and Employee, as amended (the "Employment Agreement"). in exchange for Employee's promises in this Waiver and Release of Claims Agreement (this "Agreement").

Severance Payments

Employee agrees that Employee will be entitled to receive the applicable severance payments under the Employment Agreement (the "Severance Payments") only if Employee accepts and does not revoke this Agreement, which requires Employee to release both known and unknown claims.

Employee agrees that the Severance Payments tendered under the Employment Agreement constitute fair and adequate consideration for the execution of this Agreement. Employee further agrees that Employee has been fully compensated for all wages and fringe benefits, including, but not limited to, paid and unpaid leave, due and owing, and that the Severance Payments are in addition to payments and benefits to which Employee is otherwise entitled.

Claims That Are Being Released

Employee agrees that this Agreement constitutes a full and final release by Employee and Employee's descendants, dependents, heirs, executors, administrators, assigns, and successors, of any and all claims, charges, and complaints, whether known or unknown, that Employee has or may have to date against Employer and any of its parents, subsidiaries, or affiliated entities and their respective officers, directors, shareholders, partners, joint venturers, employees, consultants, insurers, agents, predecessors, successors, and assigns, arising out of or related to Employee's employment or the termination thereof, or otherwise based upon acts or events that occurred on or before the date on which Employee signs this Agreement. To the fullest extent allowed by law, Employee hereby waives and releases any and all such claims, charges, and complaints in return for the Severance Payments. This release of claims is intended to be as broad as the law allows, and includes, but is not limited to, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith or fair dealing, express or implied, any tort or common law claims, any legal restrictions on Employer's right to terminate employees, and any claims under any federal, state, municipal, local, or other governmental statute, regulation, or ordinance, including, without limitation:

claims of discrimination, harassment, or retaliation under equal employment laws such as Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Rehabilitation Act of 1973, and any and all other federal, state, municipal, local, or foreign equal opportunity laws;

if applicable, claims of wrongful termination of employment; statutory, regulatory, and common law "whistleblower" claims, and claims for wrongful termination in violation of public policy;

claims arising under the Employee Retirement Income Security Act of 1974, except for any claims relating to vested benefits under Employer's employee benefit plans;

claims of violation of wage and hour laws, including, but not limited to, claims for overtime pay, meal and rest period violations, and recordkeeping violations; and

claims of violation of federal, state, municipal, local, or foreign laws concerning leaves of absence, such as the Family and Medical Leave Act. **[Other applicable provisions to be included based upon Employee's place of employment.]**

If Employee has worked or is working in California, Employee expressly agrees to waive the protection of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Claims That Are Not Being Released

This release does not include any claims that may not be released as a matter of law, and this release does not waive claims or rights that arise after Employee signs this Agreement. Further, this release will not prevent Employee from doing any of the following:

obtaining unemployment compensation, state disability insurance, or workers' compensation benefits from the appropriate agency of the state in which Employee lives and works, provided Employee satisfies the legal requirements for such benefits (nothing in this Agreement, however, guarantees or otherwise constitutes a representation of any kind that Employee is entitled to such benefits);

asserting any right that is created or preserved by this Agreement, such as Employee's right to receive the Severance Benefits;

filing a charge, giving testimony or participating in any investigation conducted by the United States Equal Employment Opportunity Commission (the "EEOC") or any duly authorized agency of the United States or any state (however, Employee is hereby waiving the right to any personal monetary recovery or other personal relief should the EEOC (or any similarly authorized agency) pursue any class or individual charges in part or entirely on Employee's behalf); or

challenging or seeking determination in good faith of the validity of this waiver under the Age Discrimination in Employment Act (nor does this release impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law).

Additional Employee Covenants

To the extent applicable, Employee confirms and agrees to Employee's continuing obligations under the Employment Agreement, including, without limitation, following termination of Employee's employment with Employer. This includes, without limitation, Employee's continuing obligations under Articles 11 through 16 of the Employment Agreement.

Protected Disclosures

Nothing in this Agreement will preclude, prohibit or restrict Employee from (a) communicating with, any federal, state or local administrative or regulatory agency or authority, including but not limited to the Securities and Exchange Commission (the "SEC"); or (b) participating or cooperating in any investigation conducted by any governmental agency or authority.

Nothing in this Agreement, or any other agreement between the parties, prohibits or is intended in any manner to prohibit, Employee from (a) reporting a possible violation of federal or other applicable law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the SEC, the U.S. Congress, and any governmental agency Inspector General, or (b) making other disclosures that are protected under whistleblower provisions of federal law or regulation. This Agreement does not limit Employee's right to receive an award (including, without limitation, a monetary reward) for information provided to the SEC. Employee does not need the prior authorization of anyone at the Company to make any such reports or disclosures, and Employee is not required to notify the Company that Employee has made such reports or disclosures.

Nothing in this Agreement or any other agreement or policy of the Company is intended to interfere with or restrain the immunity provided under 18 U.S.C. §1833(b). Employee cannot be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (a) (i) in confidence to federal, state or local government officials, directly or indirectly, or to an attorney, and (ii) for the purpose of reporting or investigating a suspected violation of law; (b) in a complaint or other document filed in a lawsuit or other proceeding, if filed under seal; or (c) in connection with a lawsuit alleging retaliation for reporting a suspected violation of law, if filed under seal and does not disclose the trade secret, except pursuant to a court order.

The foregoing provisions regarding Protected Disclosures are intended to comply with all applicable laws. If any laws are adopted, amended or repealed after the execution of this Agreement, this Agreement shall be deemed to be amended to reflect the same.

Voluntary Agreement And Effective Date

Employee understands and acknowledges that, by signing this Agreement, Employee is agreeing to all of the provisions stated in this Agreement, and has read and understood each provision.

The parties understand and agree that:

Employee will have a period of 21 calendar days in which to decide whether or not to sign this Agreement, and an additional period of seven calendar days after signing in which to revoke this Agreement. If Employee signs this Agreement before the end of such 21-day period, Employee certifies and agrees that the decision is knowing and voluntary and is not induced by Employer through (i) fraud, misrepresentation, or a threat to withdraw or alter the offer before the end of such 21-day period or (ii) an offer to provide different terms in exchange for signing this Agreement before the end of such 21-day period.

In order to exercise this revocation right, Employee must deliver written notice of revocation to Employer's Chief Administrative Officer on or before the seventh calendar day after Employee executes this Agreement. Employee understands that, upon delivery of such notice, this Agreement will terminate and become null and void.

The terms of this Agreement will not take effect or become binding, and Employee will not become entitled to receive the Severance Payments, until that seven-day period has lapsed without revocation by Employee. If Employee elects not to sign this Agreement or revokes it within seven calendar days of signing, Employee will not receive the Severance Payments.

All amounts payable hereunder will be paid in accordance with the applicable terms of the Employment Agreement.

Governing Law

This Agreement will be governed by the substantive laws of the State of [Nevada], without regard to conflicts of law, and by federal law where applicable.

If any part of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will not be affected in any way.

Consultation With Attorney

Employee is hereby encouraged and advised to confer with an attorney regarding this Agreement. By signing this Agreement, Employee acknowledges that Employee has consulted, or had an opportunity to consult with, an attorney or a representative of Employee's choosing, if any, and that Employee is not relying on any advice from Employer or its agents or attorneys in executing this Agreement.

This Agreement was provided to Employee for consideration on **[INSERT DATE THIS AGREEMENT PROVIDED TO EMPLOYEE].**

PLEASE READ THIS AGREEMENT CAREFULLY; IT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Employee certifies that Employee has read this Agreement and fully and completely understands and comprehends its meaning, purpose, and effect. Employee further states and confirms that Employee has signed this Agreement knowingly and voluntarily and of Employee's own free will, and not as a result of any threat, intimidation or coercion on the part of Employer or its representatives or agents.

EMPLOYEE

Date:_____ _____

AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of August 10, 2022 (the "Effective Date"), by and between Caesars Enterprise Services, LLC, a Delaware limited liability company (the "Company"), and **Bret Yunker** (the "Executive").

W I T N E S E T H

WHEREAS, the Company and the Executive are parties to that certain Amended and Restated Executive Employment Agreement dated as of December 28, 2021 (the "Prior Agreement"); and

WHEREAS, the Company and the Executive desire to amend and restate the Prior Agreement in its entirety and enter into this Agreement to modify certain terms of the Executive's employment.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt of which is mutually acknowledged, the Company and the Executive (individually a "Party" and together the "Parties") agree as follows:

Article 1. **Definitions**.

(a) "Base Salary" shall mean the salary provided for in Article 4 below.

(b) "Board" shall mean the Board of Directors of the Parent.

(c) "Cause" shall mean the Executive's:

i. Willful failure to substantially perform his duties with the Parent, Company or any of its Subsidiaries (other than any such failure resulting from the Executive's Disability);

ii. Gross negligence in the performance of the Executive's duties;

iii. Commission of or indictment for, or plea of guilty or nolo contendere to, any felony or a lesser crime or offense which, in the reasonable opinion of the Company, could materially adversely affect the business or reputation of the Parent or any of its Subsidiaries or affiliates (including the Company);

iv. Willful engagement in conduct that is materially injurious to the Parent or any of its Subsidiaries or affiliates (including the Company), monetarily or otherwise;

v. Willful violation of any provision of the Parent's Code of Business Ethics, as amended from time to time;

vi. Violation of any of the covenants contained in Articles 11 through 15 of this Agreement, as applicable;

vii. Engaging in any act of dishonesty resulting in, or intended to result in, personal gain at the expense of the Parent or any of its Subsidiaries or affiliates (including the Company);

viii. Determination by any state gaming regulatory agency that the Executive is not suitable to hold his position or otherwise to participate in a gaming enterprise in the state in question;

ix. Engaging in any act that is intended to harm, or may be reasonably expected to harm, the reputation, business prospects, or operations of the Parent or any of its Subsidiaries or affiliates (including the Company); provided, however, that this subclause (ix) shall not apply during the two-year period beginning on the date of a Change in Control; or

x. Any other action or inaction by the Executive that constitutes a material breach by the Executive of the terms and conditions of this Agreement.

For purposes of this Article 1(c), no act or omission by the Executive shall be considered "willful" unless it is done or omitted in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Parent or any of its Subsidiaries or affiliates (including the Company). Any act or failure to act based upon: (i) authority given pursuant to a resolution duly adopted by the Board; or (ii) formal advice of counsel for the Company, shall be conclusively presumed to be done or omitted to be done by the Executive in good faith and in the best interests of the Parent or any of its Subsidiaries or affiliates (including the Company).

For purposes of this Agreement, there shall be no termination for Cause pursuant to Articles 1(c)(ii) through (x) above, unless a written notice, containing a detailed description of the grounds constituting Cause hereunder, is delivered to the Executive stating the basis for the termination. With respect to Subsections (v), (vi) and (x) upon receipt of such notice, the Executive shall be given thirty (30) days to fully cure (if such violation, neglect, or conduct is capable of cure) the violation, neglect, or conduct that is the basis of such claim. If, in the Board's opinion, cure has not been accomplished by the Executive at the conclusion of such thirty (30) day period, the Executive will be given a reasonable opportunity to be heard before termination.

(d) "Change in Control" means the occurrence of any of the following events with regard to the Parent:

i. the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 50% of the combined voting power of the then-outstanding securities entitled to vote generally in the election of members of the Board (the "Voting Power") at such time; provided that the following acquisitions shall not constitute a Change in Control: (A) any such acquisition directly from the Parent; (B) any such acquisition by the Parent; (C) any such acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Parent or any of its subsidiaries; or (D) any such acquisition pursuant to a transaction that complies with clauses (A), (B) and (C) of paragraph (iii) below; or

ii. individuals who, as of the Effective Date, constitute the Board (the "Incumbent Board") cease for any reason (other than death or disability) to constitute at least a majority of the Board; provided, that any individual becoming a director subsequent to the Effective Date, whose election, or nomination for election by the Parent's stockholders, was approved by a vote of the directors then comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Parent in which such person is named as a nominee for director, without objection to such nomination) shall be considered as though such individual was a member of the Incumbent Board, but excluding for this purpose, any such individual whose initial assumption of office occurs as a result of or in connection with an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

iii. consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Parent (a "Business Combination"), in each case, unless following such Business Combination, (A) all or substantially all of the individuals and entities who were the beneficial owners of the Voting Power immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Parent or substantially all of the Parent's assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other as their ownership immediately prior to such Business Combination of the securities representing the Voting Power, (B) no Person (excluding any entity resulting from such Business Combination or any employee benefit plan (or related trust) sponsored or maintained by the Parent or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, more than 50% of, respectively, the then-outstanding shares of common stock of the entity resulting from such Business Combination, or the combined voting power of the then-outstanding voting securities of such corporation, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or the action of the Board providing for such Business Combination; or

iv. approval by the stockholders of the Parent of a complete liquidation or dissolution of the Parent.

Notwithstanding the foregoing, if a Change in Control constitutes a payment event with respect to any deferral of compensation that is subject to Section 409A of the Code, then, to the extent required to avoid the imposition of additional taxes under Section 409A of the Code, the

transaction or event described in paragraph (i), (ii), (iii) or (iv) above, with respect to such deferral of compensation, shall only constitute a Change in Control for purposes of the payment timing of such deferral of compensation if such transaction also constitutes a "change in control event," as defined in Treasury Regulation §1.409A-3(i)(5).

(e) "Code" means the Internal Revenue Code of 1986, as amended.

(f) "Compensation Committee" shall mean the Compensation Committee of the Board or any other committee appointed by the Board to perform the functions of the Compensation Committee.

(g) "Date of Termination" shall mean the date on which the Executive incurs a "separation from service" within the meaning of Section 409A of the Code.

(h) "Disability" (i) shall mean the Executive's permanent and total disability as defined by the long-term disability plan in effect for senior executives of the Company or (ii) in the event there is no such plan in effect, shall mean that the Executive is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months.

(i) "Good Reason" shall mean the occurrence of any one or more of the following without the Executive's express written consent:

i. The Parent or Company changes the Executive's title or material job duties such that it results in material diminution in Executive's authority, duties, or responsibilities; or

ii. The Parent or Company materially reduces the amount of the Executive's then current Base Salary or the target opportunity for his annual incentive award; or

iii. The Parent or Company requires the Executive to be permanently based at a location in excess of fifty (50) miles from the location of (x) the Executive's principal job location or (y) if Executive is working-from-home under a Company-approved arrangement, the Executive's primary residence; or

iv. The failure of the Company to obtain in writing the obligation to perform or be bound by the terms of this Agreement by any successor to the Company or a purchaser of all or substantially all of the assets of the Company; or

v. The Company provides the Executive with a notice of non-renewal in accordance with the terms of Article 2 of this Agreement; or

vi. Any other action or inaction by the Company that constitutes a material breach by the Company of the terms and conditions of this Agreement.

The Executive will not be deemed to have terminated for Good Reason unless (A) the Executive gives the Company written notice of the event or events that are the basis for such claim within thirty (30) days after the Executive first becomes aware of the initial occurrence, event or

events that would otherwise constitute Good Reason, describing such claim in reasonably sufficient detail to allow the Company to address the event or events, (B) the Company fails to cure the alleged condition during a period of not less than thirty (30) days after the delivery of such notice to the Company, and (C) the Executive terminates his employment within ninety (90) days after the Executive first becomes aware of the initial occurrence, event or events that are the basis for such claim.

(j) "Parent" shall mean Caesars Entertainment, Inc.

(k) "Person" shall mean any individual, corporation, partnership, association, limited liability company, joint-stock company, trust, unincorporated organization, government or political subdivision.

(l) "Pro Rata" shall equal the product of (A) and (B), where (A) is the applicable incentive amount and (B) is a fraction, the numerator of which is the number of calendar months that the Executive was employed by the Company during the applicable performance period or cycle and the denominator of which is the number of calendar months in the applicable performance period or cycle. Solely for determining the Pro Rata amount, any partial calendar month shall be treated as a full month.

(m) "Protected Information" shall mean trade secrets, confidential and proprietary business information of the Parent and its Subsidiaries and affiliates (including the Company), and any other information of the Parent or any of its Subsidiaries or affiliates (including the Company), including, but not limited to, customer lists (including, without limitation, potential customers), sources of supply, processes, plans, materials, pricing information, internal memoranda, marketing plans, internal policies, and products and services that may be developed from time to time by the Parent or any of its Subsidiaries or affiliates (including the Company) or any of their respective agents or employees, including but not limited to the Executive; provided, however, that information that is in the public domain (other than as a result of a breach of this Agreement), approved for release by the Parent or the Company, as applicable, or lawfully obtained from third parties who are not bound by a confidentiality agreement with the Parent or any of its Subsidiaries or affiliates (including the Company), is not Protected Information.

(n) "Release" means a general release of claims against the Parent and its Subsidiaries and affiliates (including the Company), in substantially the form attached hereto as Exhibit A.

(o) "Subsidiary" means a corporation, company or other entity (i) more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, or (ii) which does not have outstanding shares or securities (as may be the case in a partnership, joint venture or unincorporated association), but more than fifty percent (50%) of whose ownership interest representing the right generally to make decisions for such other entity is, now or hereafter owned or controlled, directly or indirectly, by the Parent or the Company, as applicable, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists.

(p) "Term of Employment" shall mean the period specified in Article 2 below (including any extension as provided therein).

Article 2. Term of Employment.

The Term of Employment shall begin on the Effective Date, and shall extend until January 1, 2025 (the "Initial Term"), with automatic one (1) year renewals (each a "Renewal Term") upon the expiration of the Initial Term or the current Renewal Term, as applicable, unless either Party notifies the other at least three (3) months before the scheduled expiration date of the Initial Term or Renewal Term, as applicable, that this Agreement is not to renew; provided that in the event of a Change in Control the Initial Term or then current Renewal Term shall automatically be extended an additional two (2) years from the date of consummation of such Change in Control (and such two (2) year extension period shall be a "Renewal Term" for purposes of this Agreement. Notwithstanding the foregoing, the Term of Employment may be earlier terminated by either Party in accordance with the provisions of Article 10.

Article 3. Position, Duties, and Responsibilities.

(a) During the Term of Employment, the Executive shall serve as Chief Financial Officer of the Parent and all other direct or indirect operating subsidiaries of the Parent, including the Company, and shall perform such duties consistent with his position as may be assigned to him from time to time by the Chief Executive Officer of the Parent or the Board. At the Parent's request, the Executive shall serve the Parent, the Company, and/or its Subsidiaries and affiliates in other capacities in addition to the foregoing, consistent with the Executive's position as Chief Financial Officer. In the event that the Executive, during the Term of Employment, serves in any one or more of such additional capacities, the Executive's compensation shall not be increased beyond that specified in Articles 4 through 7 hereof. In addition, in the event the Executive's service in one or more of such additional capacities is terminated, the Executive's compensation, as specified in Articles 4 through 7 hereof, shall not be diminished or reduced in any manner as a result of such termination provided that the Executive otherwise remains employed under the terms of this Agreement. During his employment with the Company, the Executive shall devote substantially all of his business time and attention to the business and affairs of the Parent and the Company, as applicable, and shall use his best efforts, skills and abilities to promote its interests.

(b) The Executive shall be permitted to serve on corporate boards with the Chief Executive Officer's or Compensation Committee's advance consent, which shall not be unreasonably withheld. In addition, the Executive may engage in religious, charitable or other community activities as long as such services and activities are disclosed to the Chief Executive Officer or the Compensation Committee and do not individually or in the aggregate interfere with the Executive's performance of his duties to the Parent and the Company; provided, that if the Executive serves on a board, committee or similar body of any such religious, charitable or community organization or if the Executive engages in teaching, speaking or writing engagements in connection with such activities, the Executive will receive prior written approval from the Chief Executive Officer or the Compensation Committee.

Article 4. Base Salary.

Effective as of January 1, 2022, the Executive shall be paid an annualized Base Salary, payable in accordance with the regular payroll practices of the Company, of not less than one million one hundred fifty thousand dollars ($1,150,000). The Base Salary shall be reviewed annually for increase in the discretion of the Compensation Committee.

Article 5. **Annual Incentive Award**.

During the Term of Employment, the Executive shall be eligible for an annual incentive award with payout opportunities that are commensurate with his position and duties, as determined by the Compensation Committee in its discretion. Effective as of January 1, 2022, the Executive's target annual incentive award opportunity will be equal to one hundred twenty-five percent (125%) of the Executive's Base Salary ("Target Bonus"). The Executive's annual incentive award opportunities shall be based on Parent, Company and individual performance goals determined, and subject to change, by the Compensation Committee in its discretion. The Executive shall be paid his annual incentive award no later than other senior executives of the Company are paid their annual incentive award.

Article 6. **Long-Term Incentive Awards**.

The Executive shall be eligible to participate in the Parent's long-term incentive plan on terms commensurate with his position and duties, as determined by the Compensation Committee in its discretion. Program design, including but not limited to performance measures and weighting shall be determined by the Compensation Committee in its discretion. Effective as of January 1, 2022, the Compensation Committee will consider setting the Executive's target annual long-term incentive award opportunity equal to three hundred percent (300%) of the Executive's Base Salary.

Article 7. **Employee Benefit Programs**.

During the Term of Employment, the Executive shall be eligible to participate in any employee benefit plans and programs made available to the Company's senior-level executives generally, subject to Article 10(f) below, as such plans or programs may be in effect from time to time, including, without limitation, 401(k) savings and other plans or programs, medical, dental, hospitalization, short-term and long-term disability and life insurance plans, accidental death and dismemberment protection, travel accident insurance, and any retirement plans or programs and any other employee welfare benefit plans or programs that may be sponsored by the Company in the future from time to time, including but not limited to any plans that supplement the above-listed types of plans or programs, whether funded or unfunded. Notwithstanding the foregoing, the Company may terminate or alter any particular benefit plan or program at any time in its discretion.

Article 8. **Reimbursement of Business and Other Expenses**.

The Executive is authorized to incur reasonable expenses in carrying out his duties and responsibilities under this Agreement and the Company shall promptly reimburse him for all reasonable business expenses incurred in connection with carrying out the business of the Company, subject to documentation in accordance with the Company's policy.

All reimbursements under Article 8 or otherwise under this Agreement shall be for expenses incurred by the Executive during the Term of Employment. In all events such reimbursement will be made no later than the end of the year following the year in which the expense was incurred. Each provision of reimbursements shall be considered a separate payment and not one of a series of payments for purposes of Section 409A of the Code. In addition, no reimbursement or in-kind benefit shall be subject to liquidation or exchange for another benefit and the amount available for reimbursement, or in-kind benefits provided, during one calendar year in no event will affect the amount of expenses required to be reimbursed or in-kind benefits required to be provided by the Company in any other calendar year.

Article 9. **Signing Bonus**.

Pursuant to the Prior Agreement, the Executive received a one-time special signing bonus in an amount equal to one million five hundred thousand dollars ($1,500,000) (the "Signing Bonus"). If Executive's employment with the Company terminates due to Executive's resignation without Good Reason or by the Company for Cause, prior to the end of the Initial Term, the Executive agrees to repay a pro rata portion of the Signing Bonus to the Company, which shall be calculated based on the number of full calendar months remaining in the Initial Term, divided by thirty-six (36) months (without reduction for any federal, state or local income and employment tax liability paid by the Executive).

Article 10. **Termination of Employment**.

(a) Termination Due to Death. In the event that the Executive's employment is terminated due to his death, his estate or his beneficiaries, as the case may be, shall be entitled to the following benefits:

i. A lump-sum amount, paid within sixty (60) days following the Date of Termination, equal to the Executive's unpaid Base Salary through and including the Date of Termination, and any unreimbursed business expenses incurred prior to the Date of Termination, consistent with the regular payroll practices of the Company (the "Accrued Rights Payment"); and

ii. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, of the Executive's Target Bonus for the calendar year that includes the Date of Termination; provided however, that such amount shall be adjusted on a Pro Rata basis. For the avoidance of doubt, the Target Bonus shall not include any long-term incentive bonus (or any single-year or other applicable portion of an incentive arrangement covering a period in excess of one year).

(b) Termination Due to Disability. In the event that the Executive's employment is terminated due to his Disability, and conditioned upon, no later than fifty-nine (59) days after the Date of Termination, the Executive's (or Executive's legal representative) execution of an effective Release (with all periods for revocation therein having expired), as well as the Executive's acknowledgement of, and the Executive's compliance with, the Executive's obligations under the restrictive covenants set forth in Articles 11 through 15, he shall be entitled to the following benefits:

i. The Accrued Rights Payment;

ii. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, of the Target Bonus for the calendar year that includes the Date of Termination; provided however, that such amount shall be adjusted on a Pro Rata basis; and

iii. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, equal to the total premiums the Executive would be required to pay for twelve (12) months of COBRA continuation coverage under the Company's health benefit plans (i.e., medical, dental, and vision coverage), determined using the COBRA premium rate in effect for the level of coverage that the Executive had in place immediately prior to the Executive's Date of Termination (the "COBRA Payment"). The Executive shall not be required to

purchase COBRA continuation coverage in order to receive the COBRA Payment, nor shall the Executive be required to apply the COBRA Payment towards any payment of applicable premiums for COBRA continuation coverage.

In no event shall a termination of the Executive's employment due to Disability occur until the Party terminating the Executive's employment gives written notice to the other Party in accordance with Article 25 below.

(c) Termination by the Company for Cause. In the event the Company terminates the Executive's employment for Cause, he shall be entitled to the Accrued Rights Payment.

(d) Termination by Company without Cause or Termination by the Executive for Good Reason outside of a Change in Control. In the event the Executive's employment is terminated by the Company without Cause (i.e., on a basis other than specified in Article 10(a), 10(b) or 10(c)), or in the event the Executive's employment is terminated by the Executive for Good Reason, in either case, at any time other than during the two-year period beginning on the date of a Change in Control, and conditioned upon, no later than fifty-nine (59) days after the Date of Termination, the Executive's execution of an effective Release (with all periods for revocation therein having expired), as well as the Executive's acknowledgement of, and the Executive's compliance with, the Executive's obligations under the restrictive covenants set forth in Articles 11 through 15, the Executive shall be entitled to the following benefits:

i. The Accrued Rights Payment;

ii. A lump sum amount paid on the sixtieth (60th) day following the Date of Termination equal to one (1.0) times the sum of (A) the Executive's Base Salary and (B) the Target Bonus for the calendar year that includes the Date of Termination;

iii. A lump-sum amount, if any, equal to the actual annual incentive that would have been payable to the Executive for the calendar year that includes the Date of Termination based on actual performance against applicable goals if the Executive had remained employed through the end of such calendar year; provided however, that such amount shall be adjusted on a Pro Rata basis and shall be paid at the same time as annual incentive payments for the calendar year that includes the Date of Termination are paid to other senior executives of the Company;

iv. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, equal to the COBRA Payment. The Executive shall not be required to purchase COBRA continuation coverage in order to receive the COBRA Payment, nor shall the Executive be required to apply the COBRA Payment towards any payment of applicable premiums for COBRA continuation coverage; and

v. The Company will assist the Executive in finding other employment opportunities by providing to him, at the Company's limited expense, reasonable professional outplacement services through the provider of the Company's choice. Such outplacement services shall terminate when the Executive finds other employment. However, in no event

shall such outplacement services continue for more than twelve (12) months following the Date of Termination or exceed more than $10,000 in the aggregate.

(e) Termination by Company without Cause or Termination by the Executive for Good Reason in Connection with a Change in Control. If, during the two (2) year period beginning on the date of a Change in Control, the Executive's employment is terminated by the Company without Cause (i.e., on a basis other than specified in Article 10(a), 10(b) or 10(c)), or the Executive's employment is terminated by the Executive for Good Reason, and conditioned upon, no later than fifty-nine (59) days after the Date of Termination, the Executive's execution of an effective Release (with all periods for revocation therein having expired), as well as the Executive's acknowledgement of, and the Executive's compliance with, the Executive's obligations under the restrictive covenants set forth in Articles 11 through 15, the Executive shall be entitled to the following benefits:

i. The Accrued Rights Payment;

ii. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, equal to two (2.0) times the sum of: (A) the Executive's Base Salary in effect at the Date of Termination or, if higher, at the date of the Change in Control, and (B) the Target Bonus for the calendar year that includes the Date of Termination or, if higher, the calendar year that includes the Change in Control;

iii. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, of the Target Bonus for the calendar year that includes the Date of Termination or, if higher, the calendar year that includes the Change in Control; provided however, that such amount shall be adjusted on a Pro Rata basis; and

iv. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, equal to the total premiums the Executive would be required to pay for eighteen (18) months of COBRA continuation coverage under the Company's health benefit plans (i.e., medical, dental and vision coverage), determined using the COBRA premium rate in effect for the level of coverage that the Executive had in place immediately prior to the Executive's Date of Termination (the "CIC COBRA Payment"). The Executive shall not be required to purchase COBRA continuation coverage in order to receive the CIC COBRA Payment, nor shall the Executive be required to apply the CIC COBRA Payment towards any payment of applicable premiums for COBRA continuation coverage.

(f) Indemnification of Legal Fees. Effective only upon a Change in Control, it is the intent of the Company that the Executive not be required to incur the expenses associated with the enforcement of his rights upon and following such a Change in Control under this Agreement by litigation or other legal action because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Executive hereunder upon and following a Change in Control. Accordingly, upon and following a Change in Control, if it should appear to the Executive that the Company has failed to comply with any of its obligations under this Agreement which arose upon or following a Change in Control or in the event that the Company or any other person takes any action to

declare this Agreement void or unenforceable, or institutes any litigation designed to deny, or to recover from, the Executive the benefits intended to be provided to the Executive hereunder, the Company irrevocably authorizes the Executive from time to time to retain counsel of his choice, at the expense of the Company as hereafter provided, to represent the Executive in connection with the initiation or defense of any litigation or other legal action, whether by or against the Company, or any Subsidiary, Director, officer, stockholder or other person affiliated with the Company, in any jurisdiction. Notwithstanding any existing or prior attorney-client relationship between the Company and such counsel, the Company irrevocably consents to the Executive's entering into an attorney-client relationship with such counsel, and in that connection the Company and the Executive agree that a confidential relationship shall exist between the Executive and such counsel. Upon and following a Change in Control, the Company shall pay or cause to be paid and shall be solely responsible for any and all reasonable attorneys' and related fees and expenses incurred by the Executive as a result of the Company's failure to perform this Agreement or any provision hereof or as a result of the Company or any person contesting the validity or enforceability of this Agreement or any provision hereof as aforesaid, provided any such reimbursement of attorneys' and related fees and expenses shall be made not later than December 31 of the year following the year in which the Executive incurred the expense.

(g) Voluntary Termination. A termination of employment by the Executive on his own initiative, other than a termination due to Disability, death, or a termination for Good Reason, shall have the same consequences as provided in Article 10(c) for a termination for Cause. A voluntary termination under this Article 10(g) shall be effective on the date specified in the Executive's written notice, unless such voluntary termination is earlier accepted by the Company, such early acceptance still to be treated as a voluntary termination by the Executive.

(h) No Mitigation; No Offset. In the event of any termination of employment under this Article 10, the Executive shall be under no obligation to seek other employment and there shall be no offset against amounts due to the Executive under this Agreement on account of any remuneration attributable to any subsequent employment that he may obtain.

(i) Nature of Payments. Any amounts due under this Article 10 are in the nature of severance payments considered to be reasonable by the Company and are not in the nature of a penalty.

(j) Timing of Payments. Notwithstanding any provision in this Agreement to the contrary, if the Executive is a "specified employee" (within the meaning of Treasury Regulation Section 1.409A-1(i) and using the identification methodology selected by the Company from time to time) on the Date of Termination, to the extent payments or benefits made hereunder (as well as any other payment or benefit that the Executive is entitled to receive upon his separation from service) constitute deferred compensation (after taking account any applicable exceptions under Section 409A of the Code), and to the extent required by Section 409A of the Code, payments or benefits payable upon separation from service which otherwise would be payable during the six (6) month period immediately following the Date of Termination will instead be paid or made available on the earlier of (i) the first day following the six (6) month anniversary of the Executive's Date of Termination and (ii) the Executive's death.

(k) Accrued Rights. For the avoidance of doubt, notwithstanding anything herein to the contrary, the Accrued Rights Payment shall not be subject to any requirement that the Executive execute a Release.

Article 11. Noncompetition.

(a) The Executive agrees that, during the Executive's employment with the Company and for a period of twelve (12) months following the termination of such employment, whether termination is by the Executive or the Company, and regardless of the reasons therefor, the Executive shall not serve as an employee, agent, partner, shareholder, owner, investor, director, consultant, or other service provider for, or participate, engage, prepare to engage, or have any financial or other interest (whether directly or indirectly, and whether alone or together or in concert with any other Person(s)), in the business of or any activity relating to competitive gaming (including, without limitation, casino operation and horseracing) (any such business or activity, a "Competitive Business"), in any case, in any location where the Parent or any of its Subsidiaries or affiliates (including the Company) is engaged in at the time of the Executive's applicable action or activity (or, if earlier, at the time of the termination of the Executive's employment with the Company and its Subsidiaries); provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Executive may own up to five percent (5%) of the outstanding shares of the capital stock of a company whose securities are registered under Section 12 of the Exchange Act.

(b) The Executive further acknowledges and agrees that, in the event of the termination of his employment with the Company, the Executive's experience and capabilities are such that the Executive can obtain employment in business activities which do not compete with the Parent or the Company, and that the enforcement of this Agreement by way of injunction shall not prevent the Executive from earning a reasonable livelihood. The Executive further acknowledges and agrees that the covenants contained herein are necessary for the protection of the Parent and the Company's legitimate business interests and are reasonable in scope and duration.

(c) The Executive further acknowledges and agrees that the noncompetition provision does not restrict the Executive's ability to provide a service to a former customer or client if each of the following are true: (i) the Executive did not solicit the former customer or client; (ii) the customer or client voluntarily left and sought the Executive's services; and (iii) the Executive has otherwise complied with the noncompetition's provisions regarding time, geographic area, and scope of restrained activity, other than any limitation on providing services to a former customer or client who seeks the services of the Executive without any contact instigated by the Executive.

Article 12. Nonsolicitation of Employees.

The Executive agrees that during his employment with the Company and for a period of twelve (12) months following the termination of such employment, whether termination is by the Executive or by the Company, regardless of the reasons therefor, the Executive, except on behalf of or for the benefit of the Parent or the Company while employed, will not directly or indirectly, (a) employ or retain or solicit for employment or arrange to have any other person, firm, or other entity employ or retain or solicit for employment or otherwise participate in the employment or retention of any person who is an employee or consultant of the Parent or any of its Subsidiaries or affiliates (including the Company); or (b) solicit suppliers or customers of the Parent or any of its

Subsidiaries or affiliates (including the Company) or induce any such person to terminate his, her, or its relationship with the Parent or any of its Subsidiaries or affiliates (including the Company).

In the event that the scopes of the restrictions in Article 11 or 12 are found overly broad, Executive agrees that a court should reform the restrictions by limiting them to the maximum reasonable scope.

Article 13. <u>Confidentiality</u>.

(a) The Company has advised the Executive and the Executive acknowledges that it is the policy of the Company to maintain as secret and confidential all Protected Information, and that Protected Information has been and will be developed at substantial cost and effort to the Company. The Executive shall not at any time, directly or indirectly, divulge, furnish, or make accessible to any person, firm, corporation, association, or other entity (otherwise than as may be required in the regular course of the Executive's employment), nor use in any manner, either during the Executive's employment or after termination for any reason, any Protected Information, or cause any such Protected Information to enter the public domain.

(b) Notwithstanding the foregoing, nothing in this Agreement will preclude, prohibit or restrict the Executive from (i) communicating with any federal, state or local administrative or regulatory agency or authority, including but not limited to the Securities and Exchange Commission (the "SEC"); (ii) participating or cooperating in any investigation conducted by any governmental agency or authority; or (iii) filing a charge of discrimination with the United States Equal Employment Opportunity Commission or any other federal state or local administrative agency or regulatory authority. Nothing in this Agreement, or any other agreement between the Parties, prohibits or is intended in any manner to prohibit, the Executive from (i) reporting a possible violation of federal or other applicable law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the SEC, the U.S. Congress, and any governmental agency Inspector General, or (ii) making other disclosures that are protected under whistleblower provisions of federal law or regulation. This Agreement does not limit the Executive's right to receive an award (including, without limitation, a monetary reward) for information provided to the SEC. The Executive does not need the prior authorization of anyone at the Company to make any such reports or disclosures, and the Executive is not required to notify the Company that the Executive has made such reports or disclosures. Nothing in this Agreement or any other agreement or policy of the Parent or the Company is intended to interfere with or restrain the immunity provided under 18 U.S.C. §1833(b). The Executive cannot be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) (A) in confidence to federal, state or local government officials, directly or indirectly, or to an attorney, and (B) for the purpose of reporting or investigating a suspected violation of law; (ii) in a complaint or other document filed in a lawsuit or other proceeding, if filed under seal; or (iii) in connection with a lawsuit alleging retaliation for reporting a suspected violation of law, if filed under seal and does not disclose the trade secret, except pursuant to a court order. The foregoing provisions regarding protected disclosures are intended to comply with all applicable laws and, if any laws are adopted, amended or repealed after the execution of this Agreement, this Article 13(b) shall be deemed to be amended to reflect the same.

Article 14. <u>Non-Disparagement</u>.

The Executive covenants and agrees that for the longest period legally enforceable, he shall not disparage the image or reputation of the Parent or any of its respective subsidiaries or affiliates (including the Company) and their directors, officers, senior management employees and professional employees, business, or reputation.

Article 15. Litigation and Regulatory Cooperation.

During and after the Executive's employment, the Executive shall cooperate fully with the Company in (i) the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Parent or the Company which relate to events or occurrences that transpired while the Executive was employed by the Company, and (ii) the investigation, whether internal or external, of any matters about which the Company believes the Executive may have knowledge or information. The Executive's full cooperation in connection with such claims, actions or investigations shall include, but not be limited to, being available to meet with counsel to answer questions or to prepare for discovery or trial and to act as a witness on behalf of the Parent or the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate fully with the Parent or the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable, documented out-of-pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Article 15.

Article 16. Resolution of Disputes.

Any disputes, controversy, or claim arising under or in connection with this Agreement or any breach of this Agreement shall be resolved by third party mediation of the dispute and, failing that, by binding arbitration, to be held in Reno, Nevada, in accordance with the rules and procedures of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitral award determination shall be final and binding. The Company will pay the direct costs and expenses of such arbitration. The Company will also reimburse the Executive for reasonable fees and expenses, including reasonable attorney's fees, incurred by the Executive in connection with such arbitration, such reimbursement to be made monthly as such fees and expenses are incurred. In the event the Executive does not prevail at arbitration, however, the Executive will re-pay to the Company any and all expenses and fees previously reimbursed by the Company under this Article 16. The Parties understand and fully agree that they are giving up their constitutional right to have a trial by jury, and are giving up their normal rights of appeal following the issuance of the arbitrator's award except as applicable law provides for judicial review of arbitration proceedings.

Notwithstanding the provisions of this Article 16, the Parties agree that in the event of any dispute between the Executive and the Company as to any of the Executive's obligations under Articles 11, 12, 13, 14, or 15 then the arbitration requirements of this Article 16 shall not apply, and that instead, the Parties must seek relief as to that dispute in a court of general jurisdiction in the State of Nevada to be docketed, if available, on the commercial docket of that court. The Parties hereby consent to the exclusive specific and general jurisdiction of such court. The Executive hereby agrees that, by virtue of his work for the Company, he has purposely availed himself of the benefits and protections of the laws of the State of Nevada. Likewise, the arbitration requirements of this Article 16 shall not apply to (i) claims for workers' compensation benefits, (ii) claims for unemployment compensation benefits, (iii) whistleblower retaliation claims under the Sarbanes-Oxley Act or the Dodd-Frank Act that cannot be arbitrated as a matter of law; (iv) administrative charges for unfair labor practices brought before the National Labor Relations Board, (v) administrative charges brought before the Equal Employment Opportunity Commission or other similar administrative agency, or (vi) any other claims that, as a matter of law, the Parties cannot

agree to arbitrate. In addition, in connection with any such court action, the Executive acknowledges and agrees that the remedy at law available to the Company for breach by the Executive of any of his obligations under Articles 11, 12, 13, 14 or 15 of this Agreement would be inadequate and that damages flowing from such a breach would not readily be susceptible to being measured in monetary terms. Accordingly, the Executive acknowledges, consents and agrees that, in addition to any other rights or remedies which the Company may have at law, in equity or under this Agreement, upon adequate proof of the Executive's violation of any provision of Articles 11, 12, 13, 14 or 15 of this Agreement, the Company shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach, without the necessity of proof of actual damage. For purposes of clarity, each Party shall bear his or its own costs and expenses in connection with any such litigation, unless such costs and expenses are awarded to a Party by the court in such litigation.

By executing this Agreement, the Parties represent that they have been given the opportunity to fully review the terms of this Agreement. The Executive acknowledges and agrees that the Executive has had an opportunity to ask questions and consult with an attorney of the Executive's choice before signing this Agreement. The Parties understand the terms of this Agreement and freely and voluntarily sign this Agreement. **THE PARTIES FULLY UNDERSTAND AND AGREE THAT THEY ARE GIVING UP CERTAIN RIGHTS OTHERWISE AFFORDED TO THEM BY CIVIL COURT ACTIONS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO A JURY OR COURT TRIAL**.

Article 17. Assignability; Binding Nature.

This Agreement shall be binding upon and inure to the benefit of the Company and any successor to the Company, including without limitation any persons acquiring directly or indirectly all or substantially all of the business and/or assets of the Company, whether by purchase, merger, consolidation, reorganization or otherwise (and such successor shall thereafter be deemed the "Company" for the purposes of this Agreement), but shall not otherwise be assignable, transferable or delegable by the Company.

The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business and/or assets of the Company, by agreement in form and substance satisfactory to the Executive, expressly to assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. No rights or obligations of the Executive under this Agreement may be assigned or transferred by the Executive other than his rights to compensation and benefits, which may be transferred only by will or operation of law. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees and/or legatees. This Agreement is personal in nature and neither of the parties hereto shall, without the consent of the other, assign, transfer or delegate this Agreement or any rights or obligations hereunder except as expressly provided in Article 17 hereof. Without limiting the generality of the foregoing, the Executive's right to receive payments hereunder shall not be assignable, transferable or delegable, whether by pledge, creation of a security interest or otherwise, other than by a transfer by his will or by the laws of descent and distribution and, in the event of any attempted assignment or transfer contrary to this Article 17, the Company shall have no liability to pay any amount so attempted to be assigned, transferred or delegated.

Article 18. Entire Agreement.

This Agreement contains the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings,

discussions, negotiations and undertakings, whether written or oral, between the Parties with respect thereto, including without limitation the Prior Agreement.

Article 19. Amendment or Waiver.

No provision in this Agreement may be amended unless such amendment is agreed to in writing and signed by the Executive and an authorized officer of the Company. No waiver by either Party of any breach by the other Party of any condition or provision contained in this Agreement to be performed by such other Party shall be deemed a waiver of a similar or dissimilar condition or provision at the same or any prior or subsequent time. Any waiver must be in writing and signed by the Executive or an authorized officer of the Company, as the case may be.

Article 20. Withholding.

The Company may withhold from any amounts payable under this Agreement all federal, state, city, or other taxes as shall be required pursuant to any law or government regulation or ruling.

Article 21. Severability.

In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law so as to achieve the purposes of this Agreement.

Article 22. Survivorship.

Except as otherwise expressly set forth in this Agreement, the respective rights and obligations of the Parties hereunder shall survive any termination of the Executive's employment. Except as otherwise expressly provided by this Agreement, this Agreement itself (as distinguished from the Executive's employment) may not be terminated by either Party without the written consent of the other Party. Upon the expiration of the term of this Agreement, the respective rights and obligations of the Parties shall survive such expiration to the extent necessary to carry out the intentions of the Parties and embodied in the rights (such as vested rights) and obligations of the Parties under this Agreement.

Article 23. References.

In the event of the Executive's death or a judicial determination of his incompetence, reference in this Agreement to the Executive shall be deemed, where appropriate, to refer to his beneficiary, estate or other legal representative.

Article 24. Governing Law.

This Agreement shall be governed in accordance with the laws of Nevada without reference to principles of conflict of laws.

Article 25. Notices.

All notices and other communications required or permitted hereunder shall be in writing and shall be deemed given when (a) delivered personally, (b) delivered by certified or registered mail, postage prepaid, return receipt requested or (c) delivered by overnight courier (provided that a written acknowledgment of receipt is obtained by the overnight courier) to the Party concerned at

the address indicated below or to such changed address as such Party may subsequently give such notice of:

If to the Company:

Caesars Enterprise Services, LLC
c/o Caesars Entertainment, Inc.
100 W. Liberty Street, 12th Floor
Reno, NV 89501

Attention: Chief Administrative Officer

If to the Executive:

At the last residential address known by the Company

Article 26. Headings.

The headings of the articles contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

Article 27. Counterparts.

This Agreement may be executed in two or more counterparts.

Article 28. Code Section 409A Compliance.

To the extent applicable, it is intended that this Agreement comply with the provisions of Section 409A of the Code so as not to result in the assessment of any additional tax or penalty under Section 409A of the Code. This Agreement will be administered in a manner consistent with this intent. References to Section 409A of the Code will include any proposed, temporary or final regulation, or any other formal guidance, promulgated with respect to such section by the U.S. Department of Treasury or the Internal Revenue Service. Each payment or benefit to be made or provided to the Executive under the provisions of this Agreement will be considered to be a separate payment and not one of a series of payments for purposes of Section 409A of the Code. Notwithstanding anything in this Agreement to the contrary, no particular tax result for the Executive is guaranteed, and in no event shall the Company be liable for any taxes, interest or penalties that the Executive may incur under or in connection with Section 409A of the Code or otherwise.

Article 29. Code Section 280G Policy.

(a) Anything in this Agreement to the contrary notwithstanding, in the event that the amount of any compensation, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 280G of the Code, and the applicable regulations thereunder (the "Aggregate Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, then the Aggregate Payments shall be reduced (but not below zero) so that the sum of all of the Aggregate Payments shall be $1.00 less than the amount at which the Executive becomes subject to the excise tax imposed by Section 4999 of the Code; *provided* that such reduction shall only occur if it would result in the Executive receiving a higher After Tax Amount (as defined below) than the Executive would receive if

the Aggregate Payments were not subject to such reduction. In such event, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (1) cash payments not subject to Section 409A of the Code; (2) cash payments subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits; *provided* that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c).

(b) For purposes of this Article 29, the "After Tax Amount" means the amount of the Aggregate Payments less all federal, state and local income, excise and employment taxes imposed on the Executive as a result of the Executive's receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(c) The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Article 29(a) shall be made by a nationally recognized accounting firm selected by the Company (the "Accounting Firm"), which shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the Termination Date, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

Article 30. Resignations.

Following the termination of the Executive's employment for any reason, if and to the extent requested by the Board, the Executive agrees to resign from the Board, all fiduciary positions (including, without limitation, as trustee) and all other offices and positions the Executive holds with the Parent or any of its Subsidiaries or affiliates (including the Company); provided, however, that if the Executive refuses to tender the Executive's resignation after the Board has made such request, then the Board will be empowered to tender the Executive's resignation from such offices and positions.

Article 31. Clawback Provisions.

Notwithstanding any other provisions in this Agreement to the contrary, any incentive-based compensation, or any other compensation, paid to the Executive pursuant to this Agreement or any other agreement or arrangement with the Parent, or any of its Subsidiaries or affiliates (including the Company), which is subject to recovery under any law, government regulation or stock exchange listing requirement, are subject to the Parent's Clawback & Recoupment Policy approved by the Board as of February 27, 2019 and any amendments thereto and will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or any policy adopted by the Parent or any of its Subsidiaries or affiliates (including the Company) pursuant to any such law, government regulation or stock exchange listing requirement).

(Signature Page to Follow)

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

Executive

/s/ Bret Yunker
Name: Bret Yunker

Caesars Enterprise Services, LLC

By: /s/ Thomas R. Reeg
Name: Thomas R. Reeg
Title: Chief Executive Officer

Exhibit A

WAIVER AND RELEASE OF CLAIMS AGREEMENT

("Employee") hereby acknowledges that Caesars Enterprise Services, LLC ("Employer") is offering Employee certain payments in connection with Employee's termination of employment pursuant to the employment agreement entered into between Employer and Employee, as amended (the "Employment Agreement"). in exchange for Employee's promises in this Waiver and Release of Claims Agreement (this "Agreement").

Severance Payments

Employee agrees that Employee will be entitled to receive the applicable severance payments under the Employment Agreement (the "Severance Payments") only if Employee accepts and does not revoke this Agreement, which requires Employee to release both known and unknown claims.

Employee agrees that the Severance Payments tendered under the Employment Agreement constitute fair and adequate consideration for the execution of this Agreement. Employee further agrees that Employee has been fully compensated for all wages and fringe benefits, including, but not limited to, paid and unpaid leave, due and owing, and that the Severance Payments are in addition to payments and benefits to which Employee is otherwise entitled.

Claims That Are Being Released

Employee agrees that this Agreement constitutes a full and final release by Employee and Employee's descendants, dependents, heirs, executors, administrators, assigns, and successors, of any and all claims, charges, and complaints, whether known or unknown, that Employee has or may have to date against Employer and any of its parents, subsidiaries, or affiliated entities and their respective officers, directors, shareholders, partners, joint venturers, employees, consultants, insurers, agents, predecessors, successors, and assigns, arising out of or related to Employee's employment or the termination thereof, or otherwise based upon acts or events that occurred on or before the date on which Employee signs this Agreement. To the fullest extent allowed by law, Employee hereby waives and releases any and all such claims, charges, and complaints in return for the Severance Payments. This release of claims is intended to be as broad as the law allows, and includes, but is not limited to, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith or fair dealing, express or implied, any tort or common law claims, any legal restrictions on Employer's right to terminate employees, and any claims under any federal, state, municipal, local, or other governmental statute, regulation, or ordinance, including, without limitation:

claims of discrimination, harassment, or retaliation under equal employment laws such as Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Rehabilitation Act of 1973, and any and all other federal, state, municipal, local, or foreign equal opportunity laws;

if applicable, claims of wrongful termination of employment; statutory, regulatory, and common law "whistleblower" claims, and claims for wrongful termination in violation of public policy;

claims arising under the Employee Retirement Income Security Act of 1974, except for any claims relating to vested benefits under Employer's employee benefit plans;

claims of violation of wage and hour laws, including, but not limited to, claims for overtime pay, meal and rest period violations, and recordkeeping violations; and

claims of violation of federal, state, municipal, local, or foreign laws concerning leaves of absence, such as the Family and Medical Leave Act. **[Other applicable provisions to be included based upon Employee's place of employment.]**

If Employee has worked or is working in California, Employee expressly agrees to waive the protection of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Claims That Are Not Being Released

This release does not include any claims that may not be released as a matter of law, and this release does not waive claims or rights that arise after Employee signs this Agreement. Further, this release will not prevent Employee from doing any of the following:

obtaining unemployment compensation, state disability insurance, or workers' compensation benefits from the appropriate agency of the state in which Employee lives and works, provided Employee satisfies the legal requirements for such benefits (nothing in this Agreement, however, guarantees or otherwise constitutes a representation of any kind that Employee is entitled to such benefits);

asserting any right that is created or preserved by this Agreement, such as Employee's right to receive the Severance Benefits;

filing a charge, giving testimony or participating in any investigation conducted by the United States Equal Employment Opportunity Commission (the "EEOC") or any duly authorized agency of the United States or any state (however, Employee is hereby waiving the right to any personal monetary recovery or other personal relief should the EEOC (or any similarly authorized agency) pursue any class or individual charges in part or entirely on Employee's behalf); or

challenging or seeking determination in good faith of the validity of this waiver under the Age Discrimination in Employment Act (nor does this release impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law).

Additional Employee Covenants

To the extent applicable, Employee confirms and agrees to Employee's continuing obligations under the Employment Agreement, including, without limitation, following termination of Employee's employment with Employer. This includes, without limitation, Employee's continuing obligations under Articles 11 through 16 of the Employment Agreement.

Protected Disclosures

Nothing in this Agreement will preclude, prohibit or restrict Employee from (a) communicating with, any federal, state or local administrative or regulatory agency or authority, including but not limited to the Securities and Exchange Commission (the "SEC"); or (b) participating or cooperating in any investigation conducted by any governmental agency or authority.

Nothing in this Agreement, or any other agreement between the parties, prohibits or is intended in any manner to prohibit, Employee from (a) reporting a possible violation of federal or other applicable law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the SEC, the U.S. Congress, and any governmental agency Inspector General, or (b) making other disclosures that are protected under whistleblower provisions of federal law or regulation. This Agreement does not limit Employee's right to receive an award (including, without limitation, a monetary reward) for information provided to the SEC. Employee does not need the prior authorization of anyone at the Company to make any such reports or disclosures, and Employee is not required to notify the Company that Employee has made such reports or disclosures.

Nothing in this Agreement or any other agreement or policy of the Company is intended to interfere with or restrain the immunity provided under 18 U.S.C. §1833(b). Employee cannot be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (a) (i) in confidence to federal, state or local government officials, directly or indirectly, or to an attorney, and (ii) for the purpose of reporting or investigating a suspected violation of law; (b) in a complaint or other document filed in a lawsuit or other proceeding, if filed under seal; or (c) in connection with a lawsuit alleging retaliation for reporting a suspected violation of law, if filed under seal and does not disclose the trade secret, except pursuant to a court order.

The foregoing provisions regarding Protected Disclosures are intended to comply with all applicable laws. If any laws are adopted, amended or repealed after the execution of this Agreement, this Agreement shall be deemed to be amended to reflect the same.

Voluntary Agreement And Effective Date

Employee understands and acknowledges that, by signing this Agreement, Employee is agreeing to all of the provisions stated in this Agreement, and has read and understood each provision.

The parties understand and agree that:

Employee will have a period of 21 calendar days in which to decide whether or not to sign this Agreement, and an additional period of seven calendar days after signing in which to revoke this Agreement. If Employee signs this Agreement before the end of such 21-day period, Employee certifies and agrees that the decision is knowing and voluntary and is not induced by Employer through (i) fraud, misrepresentation, or a threat to withdraw or alter the offer before the end of such 21-day period or (ii) an offer to provide different terms in exchange for signing this Agreement before the end of such 21-day period.

In order to exercise this revocation right, Employee must deliver written notice of revocation to Employer's Chief Administrative Officer on or before the seventh calendar day after Employee executes this Agreement. Employee understands that, upon delivery of such notice, this Agreement will terminate and become null and void.

The terms of this Agreement will not take effect or become binding, and Employee will not become entitled to receive the Severance Payments, until that seven-day period has lapsed without revocation by Employee. If Employee elects not to sign this Agreement or revokes it within seven calendar days of signing, Employee will not receive the Severance Payments.

All amounts payable hereunder will be paid in accordance with the applicable terms of the Employment Agreement.

Governing Law

This Agreement will be governed by the substantive laws of the State of [Nevada], without regard to conflicts of law, and by federal law where applicable.

If any part of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will not be affected in any way.

Consultation With Attorney

Employee is hereby encouraged and advised to confer with an attorney regarding this Agreement. By signing this Agreement, Employee acknowledges that Employee has consulted, or had an opportunity to consult with, an attorney or a representative of Employee's choosing, if any, and that Employee is not relying on any advice from Employer or its agents or attorneys in executing this Agreement.

This Agreement was provided to Employee for consideration on **[INSERT DATE THIS AGREEMENT PROVIDED TO EMPLOYEE].**

PLEASE READ THIS AGREEMENT CAREFULLY; IT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Employee certifies that Employee has read this Agreement and fully and completely understands and comprehends its meaning, purpose, and effect. Employee further states and confirms that Employee has signed this Agreement knowingly and voluntarily and of Employee's own free will, and not as a result of any threat, intimidation or coercion on the part of Employer or its representatives or agents.

EMPLOYEE

Date:_____ _____

AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of August 1, 2022 (the "Effective Date"), by and between Caesars Enterprise Services, LLC, a Delaware limited liability company (the "Company"), and **Gary Carano** (the "Executive").

W I T N E S E T H

WHEREAS, the Company and the Executive are parties to that certain Amended and Restated Executive Employment Agreement dated as of December 28, 2021, as amended (the "Prior Agreement").

WHEREAS, the Company and the Executive desire to amend and restate the Prior Agreement in its entirety and enter into this Agreement to modify certain terms of the Executive's employment;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt of which is mutually acknowledged, the Company and the Executive (individually a "Party" and together the "Parties") agree as follows:

Article 1. **Definitions**.

(a) "Base Salary" shall mean the salary provided for in Article 4 below.

(b) "Board" shall mean the Board of Directors of the Parent.

(c) "Cause" shall mean the Executive's:

i. Willful failure to substantially perform his duties with the Parent, Company or any of its Subsidiaries (other than any such failure resulting from the Executive's Disability);

ii. Gross negligence in the performance of the Executive's duties;

iii. Commission of or indictment for, or plea of guilty or nolo contendere to, any felony or a lesser crime or offense which, in the reasonable opinion of the Company, could materially adversely affect the business or reputation of the Parent or any of its Subsidiaries or affiliates (including the Company);

iv. Willful engagement in conduct that is materially injurious to the Parent or any of its Subsidiaries or affiliates (including the Company), monetarily or otherwise;

v. Willful violation of any provision of the Parent's Code of Business Ethics, as amended from time to time;

vi. Violation of any of the covenants contained in Articles 10 through 14 of this Agreement, as applicable;

vii. Engaging in any act of dishonesty resulting in, or intended to result in, personal gain at the expense of the Parent or any of its Subsidiaries or affiliates (including the Company);

viii. Determination by any state gaming regulatory agency that the Executive is not suitable to hold his position or otherwise to participate in a gaming enterprise in the state in question;

ix. Engaging in any act that is intended to harm, or may be reasonably expected to harm, the reputation, business prospects, or operations of the Parent or any of its Subsidiaries or affiliates (including the Company); provided, however, that this subclause (ix) shall not apply during the two-year period beginning on the date of a Change in Control; or

x. Any other action or inaction by the Executive that constitutes a material breach by the Executive of the terms and conditions of this Agreement.

For purposes of this Article 1(c), no act or omission by the Executive shall be considered "willful" unless it is done or omitted in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Parent or any of its Subsidiaries or affiliates (including the Company). Any act or failure to act based upon: (i) authority given pursuant to a resolution duly adopted by the Board; or (ii) formal advice of counsel for the Company, shall be conclusively presumed to be done or omitted to be done by the Executive in good faith and in the best interests of the Parent or any of its Subsidiaries or affiliates (including the Company).

For purposes of this Agreement, there shall be no termination for Cause pursuant to Articles 1(c)(ii) through (x) above, unless a written notice, containing a detailed description of the grounds constituting Cause hereunder, is delivered to the Executive stating the basis for the termination. With respect to Subsections (v), (vi) and (x) upon receipt of such notice, the Executive shall be given thirty (30) days to fully cure (if such violation, neglect, or conduct is capable of cure) the violation, neglect, or conduct that is the basis of such claim. If, in the Board's opinion, cure has not been accomplished by the Executive at the conclusion of such thirty (30) day period, the Executive will be given a reasonable opportunity to be heard before termination.

(d) "Change in Control" means the occurrence of any of the following events with regard to the Parent:

i. the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 50% of the combined voting power of the then-outstanding securities entitled to vote generally in the election of members of the Board (the "Voting Power") at such time; provided that the following acquisitions shall not constitute a Change in Control: (A) any such acquisition directly from the Parent; (B) any such acquisition by the Parent; (C) any such acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Parent or any of its subsidiaries; or (D) any such acquisition pursuant to a transaction that complies with clauses (A), (B) and (C) of paragraph (iii) below; or

ii. individuals who, as of the Effective Date, constitute the Board (the "Incumbent Board") cease for any reason (other than death or disability) to constitute at least a majority of the Board; provided, that any individual becoming a director subsequent to the Effective Date, whose election, or nomination for election by the Parent's stockholders, was approved by a vote of the directors then comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Parent in which such person is named as a nominee for director, without objection to such nomination) shall be considered as though such individual was a member of the Incumbent Board, but excluding for this purpose, any such individual whose initial assumption of office occurs as a result of or in connection with an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

iii. consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Parent (a "Business Combination"), in each case, unless following such Business Combination, (A) all or substantially all of the individuals and entities who were the beneficial owners of the Voting Power immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Parent or substantially all of the Parent's assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other as their ownership immediately prior to such Business Combination of the securities representing the Voting Power, (B) no Person (excluding any entity resulting from such Business Combination or any employee benefit plan (or related trust) sponsored or maintained by the Parent or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, more than 50% of, respectively, the then-outstanding shares of common stock of the entity resulting from such Business Combination, or the combined voting power of the then-outstanding voting securities of such corporation, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or the action of the Board providing for such Business Combination; or

iv. approval by the stockholders of the Parent of a complete liquidation or dissolution of the Parent.

Notwithstanding the foregoing, if a Change in Control constitutes a payment event with respect to any deferral of compensation that is subject to Section 409A of the Code, then, to the extent required to avoid the imposition of additional taxes under Section 409A of the Code, the

transaction or event described in paragraph (i), (ii), (iii) or (iv) above, with respect to such deferral of compensation, shall only constitute a Change in Control for purposes of the payment timing of such deferral of compensation if such transaction also constitutes a "change in control event," as defined in Treasury Regulation §1.409A-3(i)(5).

(e) "Code" means the Internal Revenue Code of 1986, as amended.

(f) "Compensation Committee" shall mean the Compensation Committee of the Board or any other committee appointed by the Board to perform the functions of the Compensation Committee.

(g) "Date of Termination" shall mean the date on which the Executive incurs a "separation from service" within the meaning of Section 409A of the Code.

(h) "Disability" (i) shall mean the Executive's permanent and total disability as defined by the long-term disability plan in effect for senior executives of the Company or (ii) in the event there is no such plan in effect, shall mean that the Executive is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months.

(i) "Good Reason" shall mean the occurrence of any one or more of the following without the Executive's express written consent:

i. The Parent or Company changes the Executive's title or material job duties such that it results in material diminution in Executive's authority, duties, or responsibilities; or

ii. The Parent or Company materially reduces the amount of the Executive's then current Base Salary or the target opportunity for his annual incentive award; or

iii. The Parent or Company requires the Executive to be permanently based at a location in excess of fifty (50) miles from the location of (x) the Executive's principal job location or (y) if Executive is working-from-home under a Company-approved arrangement, the Executive's primary residence; or

iv. The failure of the Company to obtain in writing the obligation to perform or be bound by the terms of this Agreement by any successor to the Company or a purchaser of all or substantially all of the assets of the Company; or

v. The Company provides the Executive with a notice of non-renewal in accordance with the terms of Article 2 of this Agreement; or

vi. Any other action or inaction by the Company that constitutes a material breach by the Company of the terms and conditions of this Agreement.

The Executive will not be deemed to have terminated for Good Reason unless (A) the Executive gives the Company written notice of the event or events that are the basis for such claim within thirty (30) days after the Executive first becomes aware of the initial occurrence, event or

events that would otherwise constitute Good Reason, describing such claim in reasonably sufficient detail to allow the Company to address the event or events, (B) the Company fails to cure the alleged condition during a period of not less than thirty (30) days after the delivery of such notice to the Company, and (C) the Executive terminates his employment within ninety (90) days after the Executive first becomes aware of the initial occurrence, event or events that are the basis for such claim.

(j) "Parent" shall mean Caesars Entertainment, Inc.

(k) "Person" shall mean any individual, corporation, partnership, association, limited liability company, joint-stock company, trust, unincorporated organization, government or political subdivision.

(l) "Pro Rata" shall equal the product of (A) and (B), where (A) is the applicable incentive amount and (B) is a fraction, the numerator of which is the number of calendar months that the Executive was employed by the Company during the applicable performance period or cycle and the denominator of which is the number of calendar months in the applicable performance period or cycle. Solely for determining the Pro Rata amount, any partial calendar month shall be treated as a full month.

(m) "Protected Information" shall mean trade secrets, confidential and proprietary business information of the Parent and its Subsidiaries and affiliates (including the Company), and any other information of the Parent or any of its Subsidiaries or affiliates (including the Company), including, but not limited to, customer lists (including, without limitation, potential customers), sources of supply, processes, plans, materials, pricing information, internal memoranda, marketing plans, internal policies, and products and services that may be developed from time to time by the Parent or any of its Subsidiaries or affiliates (including the Company) or any of their respective agents or employees, including but not limited to the Executive; provided, however, that information that is in the public domain (other than as a result of a breach of this Agreement), approved for release by the Parent or the Company, as applicable, or lawfully obtained from third parties who are not bound by a confidentiality agreement with the Parent or any of its Subsidiaries or affiliates (including the Company), is not Protected Information.

(n) "Release" means a general release of claims against the Parent and its Subsidiaries and affiliates (including the Company), in substantially the form attached hereto as Exhibit A.

(o) "Subsidiary" means a corporation, company or other entity (i) more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, or (ii) which does not have outstanding shares or securities (as may be the case in a partnership, joint venture or unincorporated association), but more than fifty percent (50%) of whose ownership interest representing the right generally to make decisions for such other entity is, now or hereafter owned or controlled, directly or indirectly, by the Parent or the Company, as applicable, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists.

(p) "Term of Employment" shall mean the period specified in Article 2 below (including any extension as provided therein).

Article 2. Term of Employment.

The Term of Employment shall begin on the Effective Date, and shall extend until January 1, 2023 (the "Initial Term"), with automatic one (1) year renewals (each a "Renewal Term") upon the expiration of the Initial Term or the current Renewal Term, as applicable, unless either Party notifies the other at least three (3) months before the scheduled expiration date of the Initial Term or Renewal Term, as applicable, that this Agreement is not to renew; provided that in the event of a Change in Control the Initial Term or then current Renewal Term shall automatically be extended an additional two (2) years from the date of consummation of such Change in Control (and such two (2) year extension period shall be a "Renewal Term" for purposes of this Agreement. Notwithstanding the foregoing, the Term of Employment may be earlier terminated by either Party in accordance with the provisions of Article 9.

Article 3. Position, Duties, and Responsibilities.

(a) During the Term of Employment, the Executive shall serve as Executive Chairman of the Parent and all other direct or indirect operating subsidiaries of the Parent, including the Company, and shall perform such duties consistent with his position as may be assigned to him from time to time by the Chief Executive Officer of the Parent or the Board. At the Parent's request, the Executive shall serve the Parent, the Company, and/or its Subsidiaries and affiliates in other capacities in addition to the foregoing, consistent with the Executive's position as Executive Chairman. In the event that the Executive, during the Term of Employment, serves in any one or more of such additional capacities, the Executive's compensation shall not be increased beyond that specified in Articles 4 through 7 hereof. In addition, in the event the Executive's service in one or more of such additional capacities is terminated, the Executive's compensation, as specified in Articles 4 through 7 hereof, shall not be diminished or reduced in any manner as a result of such termination provided that the Executive otherwise remains employed under the terms of this Agreement. During his employment with the Company, the Executive shall devote substantially all of his business time and attention to the business and affairs of the Parent and the Company, as applicable, and shall use his best efforts, skills and abilities to promote its interests.

(b) The Executive shall be permitted to serve on corporate boards with the Chief Executive Officer's or Compensation Committee's advance consent, which shall not be unreasonably withheld. In addition, the Executive may engage in religious, charitable or other community activities as long as such services and activities are disclosed to the Chief Executive Officer or the Compensation Committee and do not individually or in the aggregate interfere with the Executive's performance of his duties to the Parent and the Company; provided, that if the Executive serves on a board, committee or similar body of any such religious, charitable or community organization or if the Executive engages in teaching, speaking or writing engagements in connection with such activities, the Executive will receive prior written approval from the Chief Executive Officer or the Compensation Committee.

Article 4. Base Salary.

Effective as of January 1, 2022, the Executive shall be paid an annualized Base Salary, payable in accordance with the regular payroll practices of the Company, of not less than seven hundred fifty thousand dollars ($750,000). The Base Salary shall be reviewed annually for increase in the discretion of the Compensation Committee.

Article 5. Annual Incentive Award.

During the Term of Employment, the Executive shall be eligible for an annual incentive award with payout opportunities that are commensurate with his position and duties, as determined by the Compensation Committee in its discretion. Effective as of January 1, 2022, the Executive's target annual incentive award opportunity will be equal to one hundred twenty-five percent (125%) of the Executive's Base Salary ("Target Bonus"). The Executive's annual incentive award opportunities shall be based on Parent, Company and individual performance goals determined, and subject to change, by the Compensation Committee in its discretion. The Executive shall be paid his annual incentive award no later than other senior executives of the Company are paid their annual incentive award.

Article 6. Long-Term Incentive Awards.

The Executive shall be eligible to participate in the Parent's long-term incentive plan on terms commensurate with his position and duties, as determined by the Compensation Committee in its discretion. Program design, including but not limited to performance measures and weighting shall be determined by the Compensation Committee in its discretion. Effective as of January 1, 2022, the Compensation Committee will consider setting the Executive's target annual long-term incentive award opportunity equal to one hundred percent (100%) of the Executive's Base Salary.

Article 7. Employee Benefit Programs.

During the Term of Employment, the Executive shall be eligible to participate in any employee benefit plans and programs made available to the Company's senior-level executives generally, subject to Article 9(f) below, as such plans or programs may be in effect from time to time, including, without limitation, 401(k) savings and other plans or programs, medical, dental, hospitalization, short-term and long-term disability and life insurance plans, accidental death and dismemberment protection, travel accident insurance, and any retirement plans or programs and any other employee welfare benefit plans or programs that may be sponsored by the Company in the future from time to time, including but not limited to any plans that supplement the above-listed types of plans or programs, whether funded or unfunded. Notwithstanding the foregoing, the Company may terminate or alter any particular benefit plan or program at any time in its discretion.

Article 8. Reimbursement of Business and Other Expenses.

The Executive is authorized to incur reasonable expenses in carrying out his duties and responsibilities under this Agreement and the Company shall promptly reimburse him for all reasonable business expenses incurred in connection with carrying out the business of the Company, subject to documentation in accordance with the Company's policy.

All reimbursements under Article 8 or otherwise under this Agreement shall be for expenses incurred by the Executive during the Term of Employment. In all events such reimbursement will be made no later than the end of the year following the year in which the expense was incurred. Each provision of reimbursements shall be considered a separate payment and not one of a series of payments for purposes of Section 409A of the Code. In addition, no reimbursement or in-kind benefit shall be subject to liquidation or exchange for another benefit and the amount available for reimbursement, or in-kind benefits provided, during one calendar year in no event will affect the amount of expenses required to be reimbursed or in-kind benefits required to be provided by the Company in any other calendar year.

Article 9. Termination of Employment.

(a) Termination Due to Death. In the event that the Executive's employment is terminated due to his death, his estate or his beneficiaries, as the case may be, shall be entitled to the following benefits:

i. A lump-sum amount, paid within sixty (60) days following the Date of Termination, equal to the Executive's unpaid Base Salary through and including the Date of Termination, and any unreimbursed business expenses incurred prior to the Date of Termination, consistent with the regular payroll practices of the Company (the "Accrued Rights Payment"); and

ii. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, of the Executive's Target Bonus for the calendar year that includes the Date of Termination; provided however, that such amount shall be adjusted on a Pro Rata basis. For the avoidance of doubt, the Target Bonus shall not include any long-term incentive bonus (or any single-year or other applicable portion of an incentive arrangement covering a period in excess of one year).

(b) Termination Due to Disability. In the event that the Executive's employment is terminated due to his Disability, and conditioned upon, no later than fifty-nine (59) days after the Date of Termination, the Executive's (or Executive's legal representative) execution of an effective Release (with all periods for revocation therein having expired), as well as the Executive's acknowledgement of, and the Executive's compliance with, the Executive's obligations under the restrictive covenants set forth in Articles 10 through 14, he shall be entitled to the following benefits:

i. The Accrued Rights Payment;

ii. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, of the Target Bonus for the calendar year that includes the Date of Termination; provided however, that such amount shall be adjusted on a Pro Rata basis; and

iii. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, equal to the total premiums the Executive would be required to pay for twelve (12) months of COBRA continuation coverage under the Company's health benefit plans (i.e., medical, dental, and vision coverage), determined using the COBRA premium rate in effect for the level of coverage that the Executive had in place immediately prior to the Executive's Date of Termination (the "COBRA Payment"). The Executive shall not be required to purchase COBRA continuation coverage in order to receive the COBRA Payment, nor shall the Executive be required to apply the COBRA Payment towards any payment of applicable premiums for COBRA continuation coverage.

In no event shall a termination of the Executive's employment due to Disability occur until the Party terminating the Executive's employment gives written notice to the other Party in accordance with Article 24 below.

(c) Termination by the Company for Cause. In the event the Company terminates the Executive's employment for Cause, he shall be entitled to the Accrued Rights Payment.

(d) Termination by Company without Cause or Termination by the Executive for Good Reason outside of a Change in Control. In the event the Executive's employment is terminated by the Company without Cause (i.e., on a basis other than specified in Article 9(a), 9(b) or 9(c)), or in the event the Executive's employment is terminated by the Executive for Good Reason, in either case, at any time other than during the two-year period beginning on the date of a Change in Control, and conditioned upon, no later than fifty-nine (59) days after the Date of Termination, the Executive's execution of an effective Release (with all periods for revocation therein having expired), as well as the Executive's acknowledgement of, and the Executive's compliance with, the Executive's obligations under the restrictive covenants set forth in Articles 10 through 14, the Executive shall be entitled to the following benefits:

i. The Accrued Rights Payment;

ii. A lump sum amount paid on the sixtieth (60th) day following the Date of Termination equal to one (1.0) times the sum of (A) the Executive's Base Salary and (B) the Target Bonus for the calendar year that includes the Date of Termination;

iii. A lump-sum amount, if any, equal to the actual annual incentive that would have been payable to the Executive for the calendar year that includes the Date of Termination based on actual performance against applicable goals if the Executive had remained employed through the end of such calendar year; provided however, that such amount shall be adjusted on a Pro Rata basis and shall be paid at the same time as annual incentive payments for the calendar year that includes the Date of Termination are paid to other senior executives of the Company;

iv. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, equal to the COBRA Payment. The Executive shall not be required to purchase COBRA continuation coverage in order to receive the COBRA Payment, nor shall the Executive be required to apply the COBRA Payment towards any payment of applicable premiums for COBRA continuation coverage; and

v. The Company will assist the Executive in finding other employment opportunities by providing to him, at the Company's limited expense, reasonable professional outplacement services through the provider of the Company's choice. Such outplacement services shall terminate when the Executive finds other employment. However, in no event shall such outplacement services continue for more than twelve (12) months following the Date of Termination or exceed more than $10,000 in the aggregate.

(e) Termination by Company without Cause or Termination by the Executive for Good Reason in Connection with a Change in Control. If, during the two (2) year period beginning on the date of a Change in Control, the Executive's employment is terminated by the Company without Cause (i.e., on a basis other than specified in Article 9(a), 10(b) or 10(c)), or the Executive's employment is

terminated by the Executive for Good Reason, and conditioned upon, no later than fifty-nine (59) days after the Date of Termination, the Executive's execution of an effective Release (with all periods for revocation therein having expired), as well as the Executive's acknowledgement of, and the Executive's compliance with, the Executive's obligations under the restrictive covenants set forth in Articles 10 through 14, the Executive shall be entitled to the following benefits:

i. The Accrued Rights Payment;

ii. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, equal to two (2.0) times the sum of: (A) the Executive's Base Salary in effect at the Date of Termination or, if higher, at the date of the Change in Control, and (B) the Target Bonus for the calendar year that includes the Date of Termination or, if higher, the calendar year that includes the Change in Control;

iii. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, of the Target Bonus for the calendar year that includes the Date of Termination or, if higher, the calendar year that includes the Change in Control; provided however, that such amount shall be adjusted on a Pro Rata basis; and

iv. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, equal to the total premiums the Executive would be required to pay for eighteen (18) months of COBRA continuation coverage under the Company's health benefit plans (i.e., medical, dental and vision coverage), determined using the COBRA premium rate in effect for the level of coverage that the Executive had in place immediately prior to the Executive's Date of Termination (the "CIC COBRA Payment"). The Executive shall not be required to purchase COBRA continuation coverage in order to receive the CIC COBRA Payment, nor shall the Executive be required to apply the CIC COBRA Payment towards any payment of applicable premiums for COBRA continuation coverage.

(f) Indemnification of Legal Fees. Effective only upon a Change in Control, it is the intent of the Company that the Executive not be required to incur the expenses associated with the enforcement of his rights upon and following such a Change in Control under this Agreement by litigation or other legal action because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Executive hereunder upon and following a Change in Control. Accordingly, upon and following a Change in Control, if it should appear to the Executive that the Company has failed to comply with any of its obligations under this Agreement which arose upon or following a Change in Control or in the event that the Company or any other person takes any action to declare this Agreement void or unenforceable, or institutes any litigation designed to deny, or to recover from, the Executive the benefits intended to be provided to the Executive hereunder, the Company irrevocably authorizes the Executive from time to time to retain counsel of his choice, at the expense of the Company as hereafter provided, to represent the Executive in connection with the initiation or defense of any litigation or other legal action, whether by or against the Company, or any Subsidiary, Director, officer, stockholder or other person affiliated with the Company, in any jurisdiction. Notwithstanding any existing or prior attorney-client relationship between the Company and such counsel, the Company

irrevocably consents to the Executive's entering into an attorney-client relationship with such counsel, and in that connection the Company and the Executive agree that a confidential relationship shall exist between the Executive and such counsel. Upon and following a Change in Control, the Company shall pay or cause to be paid and shall be solely responsible for any and all reasonable attorneys' and related fees and expenses incurred by the Executive as a result of the Company's failure to perform this Agreement or any provision hereof or as a result of the Company or any person contesting the validity or enforceability of this Agreement or any provision hereof as aforesaid, provided any such reimbursement of attorneys' and related fees and expenses shall be made not later than December 31 of the year following the year in which the Executive incurred the expense.

(g) Voluntary Termination. A termination of employment by the Executive on his own initiative, other than a termination due to Disability, death, or a termination for Good Reason, shall have the same consequences as provided in Article 9(c) for a termination for Cause. A voluntary termination under this Article 9(g) shall be effective on the date specified in the Executive's written notice, unless such voluntary termination is earlier accepted by the Company, such early acceptance still to be treated as a voluntary termination by the Executive.

(h) No Mitigation; No Offset. In the event of any termination of employment under this Article 9, the Executive shall be under no obligation to seek other employment and there shall be no offset against amounts due the Executive under this Agreement on account of any remuneration attributable to any subsequent employment that he may obtain.

(i) Nature of Payments. Any amounts due under this Article 9 are in the nature of severance payments considered to be reasonable by the Company and are not in the nature of a penalty.

(j) Timing of Payments. Notwithstanding any provision in this Agreement to the contrary, if the Executive is a "specified employee" (within the meaning of Treasury Regulation Section 1.409A-1(i) and using the identification methodology selected by the Company from time to time) on the Date of Termination, to the extent payments or benefits made hereunder (as well as any other payment or benefit that the Executive is entitled to receive upon his separation from service) constitute deferred compensation (after taking account any applicable exceptions under Section 409A of the Code), and to the extent required by Section 409A of the Code, payments or benefits payable upon separation from service which otherwise would be payable during the six (6) month period immediately following the Date of Termination will instead be paid or made available on the earlier of (i) the first day following the six (6) month anniversary of the Executive's Date of Termination and (ii) the Executive's death.

(k) Accrued Rights. For the avoidance of doubt, notwithstanding anything herein to the contrary, the Accrued Rights Payment shall not be subject to any requirement that the Executive execute a Release.

Article 10. Noncompetition.

(a) The Executive agrees that, during the Executive's employment with the Company and for a period of twelve (12) months following the termination of such employment, whether termination is by the Executive or the Company, and

regardless of the reasons therefor, the Executive shall not serve as an employee, agent, partner, shareholder, owner, investor, director, consultant, or other service provider for, or participate, engage, prepare to engage, or have any financial or other interest (whether directly or indirectly, and whether alone or together or in concert with any other Person(s)), in the business of or any activity relating to competitive gaming (including, without limitation, casino operation and horseracing) (any such business or activity, a "Competitive Business"), in any case, in any location where the Parent or any of its Subsidiaries or affiliates (including the Company) is engaged in at the time of the Executive's applicable action or activity (or, if earlier, at the time of the termination of the Executive's employment with the Company and its Subsidiaries); provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Executive may own up to five percent (5%) of the outstanding shares of the capital stock of a company whose securities are registered under Section 12 of the Exchange Act.

(b) The Executive further acknowledges and agrees that, in the event of the termination of his employment with the Company, the Executive's experience and capabilities are such that the Executive can obtain employment in business activities which do not compete with the Parent or the Company, and that the enforcement of this Agreement by way of injunction shall not prevent the Executive from earning a reasonable livelihood. The Executive further acknowledges and agrees that the covenants contained herein are necessary for the protection of the Parent and the Company's legitimate business interests and are reasonable in scope and duration.

(c) The Executive further acknowledges and agrees that the noncompetition provision does not restrict the Executive's ability to provide a service to a former customer or client if each of the following are true: (i) the Executive did not solicit the former customer or client; (ii) the customer or client voluntarily left and sought the Executive's services; and (iii) the Executive has otherwise complied with the noncompetition's provisions regarding time, geographic area, and scope of restrained activity, other than any limitation on providing services to a former customer or client who seeks the services of the Executive without any contact instigated by the Executive.

Article 11. Nonsolicitation of Employees.

The Executive agrees that during his employment with the Company and for a period of twelve (12) months following the termination of such employment, whether termination is by the Executive or by the Company, regardless of the reasons therefor, the Executive, except on behalf of or for the benefit of the Parent or the Company while employed, will not directly or indirectly, (a) employ or retain or solicit for employment or arrange to have any other person, firm, or other entity employ or retain or solicit for employment or otherwise participate in the employment or retention of any person who is an employee or consultant of the Parent or any of its Subsidiaries or affiliates (including the Company); or (b) solicit suppliers or customers of the Parent or any of its Subsidiaries or affiliates (including the Company) or induce any such person to terminate his, her, or its relationship with the Parent or any of its Subsidiaries or affiliates (including the Company).

In the event that the scopes of the restrictions in Article 10 or 11 are found overly broad, Executive agrees that a court should reform the restrictions by limiting them to the maximum reasonable scope.

Article 12. Confidentiality.

(a) The Company has advised the Executive and the Executive acknowledges that it is the policy of the Company to maintain as secret and confidential all Protected Information, and that Protected Information has been and will be developed at substantial cost and effort to the Company. The Executive shall not at any time, directly or indirectly, divulge, furnish, or make accessible to any person, firm, corporation, association, or other entity (otherwise than as may be required in the regular course of the Executive's employment), nor use in any manner, either during the Executive's employment or after termination for any reason, any Protected Information, or cause any such Protected Information to enter the public domain.

(b) Notwithstanding the foregoing, nothing in this Agreement will preclude, prohibit or restrict the Executive from (i) communicating with any federal, state or local administrative or regulatory agency or authority, including but not limited to the Securities and Exchange Commission (the "SEC"); (ii) participating or cooperating in any investigation conducted by any governmental agency or authority; or (iii) filing a charge of discrimination with the United States Equal Employment Opportunity Commission or any other federal state or local administrative agency or regulatory authority. Nothing in this Agreement, or any other agreement between the Parties, prohibits or is intended in any manner to prohibit, the Executive from (i) reporting a possible violation of federal or other applicable law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the SEC, the U.S. Congress, and any governmental agency Inspector General, or (ii) making other disclosures that are protected under whistleblower provisions of federal law or regulation. This Agreement does not limit the Executive's right to receive an award (including, without limitation, a monetary reward) for information provided to the SEC. The Executive does not need the prior authorization of anyone at the Company to make any such reports or disclosures, and the Executive is not required to notify the Company that the Executive has made such reports or disclosures. Nothing in this Agreement or any other agreement or policy of the Parent or the Company is intended to interfere with or restrain the immunity provided under 18 U.S.C. §1833(b). The Executive cannot be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) (A) in confidence to federal, state or local government officials, directly or indirectly, or to an attorney, and (B) for the purpose of reporting or investigating a suspected violation of law; (ii) in a complaint or other document filed in a lawsuit or other proceeding, if filed under seal; or (iii) in connection with a lawsuit alleging retaliation for reporting a suspected violation of law, if filed under seal and does not disclose the trade secret, except pursuant to a court order. The foregoing provisions regarding protected disclosures are intended to comply with all applicable laws and, if any laws are adopted, amended or repealed after the execution of this Agreement, this Article 12(b) shall be deemed to be amended to reflect the same.

Article 13. Non-Disparagement.

The Executive covenants and agrees that for the longest period legally enforceable, he shall not disparage the image or reputation of the Parent or any of its respective subsidiaries or affiliates (including the Company) and their directors, officers, senior management employees and professional employees, business, or reputation.

Article 14. Litigation and Regulatory Cooperation.

During and after the Executive's employment, the Executive shall cooperate fully with the Company in (i) the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Parent or the Company which relate to events or occurrences that transpired while the Executive was employed by the Company, and (ii) the investigation, whether internal or external, of any matters about which the Company believes the Executive may have knowledge or information. The Executive's full cooperation in connection with such claims, actions or investigations shall include, but not be limited to, being available to meet with counsel to answer questions or to prepare for discovery or trial and to act as a witness on behalf of the Parent or the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate fully with the Parent or the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable, documented out-of-pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Article 14.

Article 15. Resolution of Disputes.

Any disputes, controversy, or claim arising under or in connection with this Agreement or any breach of this Agreement shall be resolved by third party mediation of the dispute and, failing that, by binding arbitration, to be held in Reno, Nevada, in accordance with the rules and procedures of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitral award determination shall be final and binding. The Company will pay the direct costs and expenses of such arbitration. The Company will also reimburse the Executive for reasonable fees and expenses, including reasonable attorney's fees, incurred by the Executive in connection with such arbitration, such reimbursement to be made monthly as such fees and expenses are incurred. In the event the Executive does not prevail at arbitration, however, the Executive will re-pay to the Company any and all expenses and fees previously reimbursed by the Company under this Article 15. The Parties understand and fully agree that they are giving up their constitutional right to have a trial by jury, and are giving up their normal rights of appeal following the issuance of the arbitrator's award except as applicable law provides for judicial review of arbitration proceedings.

Notwithstanding the provisions of this Article 15, the Parties agree that in the event of any dispute between the Executive and the Company as to any of the Executive's obligations under Articles 10, 11, 12, 13, or 14 then the arbitration requirements of this Article 15 shall not apply, and that instead, the Parties must seek relief as to that dispute in a court of general jurisdiction in the State of Nevada to be docketed, if available, on the commercial docket of that court. The Parties hereby consent to the exclusive specific and general jurisdiction of such court. The Executive hereby agrees that, by virtue of his work for the Company, he has purposely availed himself of the benefits and protections of the laws of the State of Nevada. Likewise, the arbitration requirements of this Article 15 shall not apply to (i) claims for workers' compensation benefits, (ii) claims for unemployment compensation benefits, (iii) whistleblower retaliation claims under the Sarbanes-Oxley Act or the Dodd-Frank Act that cannot be arbitrated as a matter of law; (iv) administrative charges for unfair labor practices brought before the National Labor Relations Board, (v) administrative charges brought before the Equal Employment Opportunity Commission or other similar administrative agency, or (vi) any other claims that, as a matter of law, the Parties cannot agree to arbitrate. In addition, in connection with any such court action, the Executive acknowledges and agrees that the remedy at law available to the Company for breach by the Executive of any of his obligations under Articles 10, 11, 12, 13 or 14 of this Agreement would be inadequate and that damages flowing from such a breach would not readily be susceptible to being measured in monetary terms. Accordingly, the Executive acknowledges, consents and agrees that, in addition to any other rights or remedies which the Company may have at law, in equity or under this Agreement, upon adequate proof of the Executive's violation of any provision of Articles 10,

11, 12, 13 or 14 of this Agreement, the Company shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach, without the necessity of proof of actual damage. For purposes of clarity, each Party shall bear his or its own costs and expenses in connection with any such litigation, unless such costs and expenses are awarded to a Party by the court in such litigation.

By executing this Agreement, the Parties represent that they have been given the opportunity to fully review the terms of this Agreement. The Executive acknowledges and agrees that the Executive has had an opportunity to ask questions and consult with an attorney of the Executive's choice before signing this Agreement. The Parties understand the terms of this Agreement and freely and voluntarily sign this Agreement. **THE PARTIES FULLY UNDERSTAND AND AGREE THAT THEY ARE GIVING UP CERTAIN RIGHTS OTHERWISE AFFORDED TO THEM BY CIVIL COURT ACTIONS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO A JURY OR COURT TRIAL**.

Article 16. Assignability; Binding Nature.

This Agreement shall be binding upon and inure to the benefit of the Company and any successor to the Company, including without limitation any persons acquiring directly or indirectly all or substantially all of the business and/or assets of the Company, whether by purchase, merger, consolidation, reorganization or otherwise (and such successor shall thereafter be deemed the "Company" for the purposes of this Agreement), but shall not otherwise be assignable, transferable or delegable by the Company.

The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business and/or assets of the Company, by agreement in form and substance satisfactory to the Executive, expressly to assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. No rights or obligations of the Executive under this Agreement may be assigned or transferred by the Executive other than his rights to compensation and benefits, which may be transferred only by will or operation of law. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees and/or legatees. This Agreement is personal in nature and neither of the parties hereto shall, without the consent of the other, assign, transfer or delegate this Agreement or any rights or obligations hereunder except as expressly provided in Article 16 hereof. Without limiting the generality of the foregoing, the Executive's right to receive payments hereunder shall not be assignable, transferable or delegable, whether by pledge, creation of a security interest or otherwise, other than by a transfer by his will or by the laws of descent and distribution and, in the event of any attempted assignment or transfer contrary to this Article 16, the Company shall have no liability to pay any amount so attempted to be assigned, transferred or delegated.

Article 17. Entire Agreement.

This Agreement contains the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the Parties with respect thereto, including without limitation the Prior Agreement.

Article 18. Amendment or Waiver.

No provision in this Agreement may be amended unless such amendment is agreed to in writing and signed by the Executive and an authorized officer of the Company. No waiver by either Party of any breach by the other Party of any condition or provision contained in this Agreement to

be performed by such other Party shall be deemed a waiver of a similar or dissimilar condition or provision at the same or any prior or subsequent time. Any waiver must be in writing and signed by the Executive or an authorized officer of the Company, as the case may be.

Article 19. Withholding.

The Company may withhold from any amounts payable under this Agreement all federal, state, city, or other taxes as shall be required pursuant to any law or government regulation or ruling.

Article 20. Severability.

In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law so as to achieve the purposes of this Agreement.

Article 21. Survivorship.

Except as otherwise expressly set forth in this Agreement, the respective rights and obligations of the Parties hereunder shall survive any termination of the Executive's employment. Except as otherwise expressly provided by this Agreement, this Agreement itself (as distinguished from the Executive's employment) may not be terminated by either Party without the written consent of the other Party. Upon the expiration of the term of this Agreement, the respective rights and obligations of the Parties shall survive such expiration to the extent necessary to carry out the intentions of the Parties an embodied in the rights (such as vested rights) and obligations of the Parties under this Agreement.

Article 22. References.

In the event of the Executive's death or a judicial determination of his incompetence, reference in this Agreement to the Executive shall be deemed, where appropriate, to refer to his beneficiary, estate or other legal representative.

Article 23. Governing Law.

This Agreement shall be governed in accordance with the laws of Nevada without reference to principles of conflict of laws.

Article 24. Notices.

All notices and other communications required or permitted hereunder shall be in writing and shall be deemed given when (a) delivered personally, (b) delivered by certified or registered mail, postage prepaid, return receipt requested or (c) delivered by overnight courier (provided that a written acknowledgment of receipt is obtained by the overnight courier) to the Party concerned at the address indicated below or to such changed address as such Party may subsequently give such notice of:

If to the Company:

Caesars Enterprise Services, LLC
c/o Caesars Entertainment, Inc.
100 W. Liberty Street, 12th Floor
Reno, NV 89501

Attention: Chief Administrative Officer

If to the Executive:

At the last residential address known by the Company

Article 25. Headings.

The headings of the articles contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

Article 26. Counterparts.

This Agreement may be executed in two or more counterparts.

Article 27. Code Section 409A Compliance.

To the extent applicable, it is intended that this Agreement comply with the provisions of Section 409A of the Code so as not to result in the assessment of any additional tax or penalty under Section 409A of the Code. This Agreement will be administered in a manner consistent with this intent. References to Section 409A of the Code will include any proposed, temporary or final regulation, or any other formal guidance, promulgated with respect to such section by the U.S. Department of Treasury or the Internal Revenue Service. Each payment or benefit to be made or provided to the Executive under the provisions of this Agreement will be considered to be a separate payment and not one of a series of payments for purposes of Section 409A of the Code. Notwithstanding anything in this Agreement to the contrary, no particular tax result for the Executive is guaranteed, and in no event shall the Company be liable for any taxes, interest or penalties that the Executive may incur under or in connection with Section 409A of the Code or otherwise.

Article 28. Code Section 280G Policy.

(a) Anything in this Agreement to the contrary notwithstanding, in the event that the amount of any compensation, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 280G of the Code, and the applicable regulations thereunder (the "Aggregate Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, then the Aggregate Payments shall be reduced (but not below zero) so that the sum of all of the Aggregate Payments shall be $1.00 less than the amount at which the Executive becomes subject to the excise tax imposed by Section 4999 of the Code; *provided* that such reduction shall only occur if it would result in the Executive receiving a higher After Tax Amount (as defined below) than the Executive would receive if the Aggregate Payments were not subject to such reduction. In such event, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (1) cash payments not subject to Section 409A of the Code; (2) cash payments subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits; *provided* that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be

reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c).

(b) For purposes of this Article 28, the "After Tax Amount" means the amount of the Aggregate Payments less all federal, state and local income, excise and employment taxes imposed on the Executive as a result of the Executive's receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(c) The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Article 28(a) shall be made by a nationally recognized accounting firm selected by the Company (the "Accounting Firm"), which shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the Termination Date, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

Article 29. Resignations.

Following the termination of the Executive's employment for any reason, if and to the extent requested by the Board, the Executive agrees to resign from the Board, all fiduciary positions (including, without limitation, as trustee) and all other offices and positions the Executive holds with the Parent or any of its Subsidiaries or affiliates (including the Company); provided, however, that if the Executive refuses to tender the Executive's resignation after the Board has made such request, then the Board will be empowered to tender the Executive's resignation from such offices and positions.

Article 30. Clawback Provisions.

Notwithstanding any other provisions in this Agreement to the contrary, any incentive-based compensation, or any other compensation, paid to the Executive pursuant to this Agreement or any other agreement or arrangement with the Parent, or any of its Subsidiaries or affiliates (including the Company), which is subject to recovery under any law, government regulation or stock exchange listing requirement, are subject to the Parent's Clawback & Recoupment Policy approved by the Board as of February 27, 2019 and any amendments thereto and will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or any policy adopted by the Parent or any of its Subsidiaries or affiliates (including the Company) pursuant to any such law, government regulation or stock exchange listing requirement).

(Signature Page to Follow)

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

Executive

/s/ Gary L. Carano
Name: Gary L. Carano

Caesars Enterprise Services, LLC

By: /s/ Thomas R. Reeg
Name: Thomas R. Reeg
Title: Chief Executive Officer

Exhibit A

WAIVER AND RELEASE OF CLAIMS AGREEMENT

("Employee") hereby acknowledges that Caesars Enterprise Services, LLC ("Employer") is offering Employee certain payments in connection with Employee's termination of employment pursuant to the employment agreement entered into between Employer and Employee, as amended (the "Employment Agreement"). in exchange for Employee's promises in this Waiver and Release of Claims Agreement (this "Agreement").

Severance Payments

Employee agrees that Employee will be entitled to receive the applicable severance payments under the Employment Agreement (the "Severance Payments") only if Employee accepts and does not revoke this Agreement, which requires Employee to release both known and unknown claims.

Employee agrees that the Severance Payments tendered under the Employment Agreement constitute fair and adequate consideration for the execution of this Agreement. Employee further agrees that Employee has been fully compensated for all wages and fringe benefits, including, but not limited to, paid and unpaid leave, due and owing, and that the Severance Payments are in addition to payments and benefits to which Employee is otherwise entitled.

Claims That Are Being Released

Employee agrees that this Agreement constitutes a full and final release by Employee and Employee's descendants, dependents, heirs, executors, administrators, assigns, and successors, of any and all claims, charges, and complaints, whether known or unknown, that Employee has or may have to date against Employer and any of its parents, subsidiaries, or affiliated entities and their respective officers, directors, shareholders, partners, joint venturers, employees, consultants, insurers, agents, predecessors, successors, and assigns, arising out of or related to Employee's employment or the termination thereof, or otherwise based upon acts or events that occurred on or before the date on which Employee signs this Agreement. To the fullest extent allowed by law, Employee hereby waives and releases any and all such claims, charges, and complaints in return for the Severance Payments. This release of claims is intended to be as broad as the law allows, and includes, but is not limited to, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith or fair dealing, express or implied, any tort or common law claims, any legal restrictions on Employer's right to terminate employees, and any claims under any federal, state, municipal, local, or other governmental statute, regulation, or ordinance, including, without limitation:

claims of discrimination, harassment, or retaliation under equal employment laws such as Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Rehabilitation Act of 1973, and any and all other federal, state, municipal, local, or foreign equal opportunity laws;

if applicable, claims of wrongful termination of employment; statutory, regulatory, and common law "whistleblower" claims, and claims for wrongful termination in violation of public policy;

claims arising under the Employee Retirement Income Security Act of 1974, except for any claims relating to vested benefits under Employer's employee benefit plans;

claims of violation of wage and hour laws, including, but not limited to, claims for overtime pay, meal and rest period violations, and recordkeeping violations; and

claims of violation of federal, state, municipal, local, or foreign laws concerning leaves of absence, such as the Family and Medical Leave Act. **[Other applicable provisions to be included based upon Employee's place of employment.]**

If Employee has worked or is working in California, Employee expressly agrees to waive the protection of Section 1542 of the California Civil Code, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Claims That Are Not Being Released

This release does not include any claims that may not be released as a matter of law, and this release does not waive claims or rights that arise after Employee signs this Agreement. Further, this release will not prevent Employee from doing any of the following:

obtaining unemployment compensation, state disability insurance, or workers' compensation benefits from the appropriate agency of the state in which Employee lives and works, provided Employee satisfies the legal requirements for such benefits (nothing in this Agreement, however, guarantees or otherwise constitutes a representation of any kind that Employee is entitled to such benefits);

asserting any right that is created or preserved by this Agreement, such as Employee's right to receive the Severance Benefits;

filing a charge, giving testimony or participating in any investigation conducted by the United States Equal Employment Opportunity Commission (the "EEOC") or any duly authorized agency of the United States or any state (however, Employee is hereby waiving the right to any personal monetary recovery or other personal relief should the EEOC (or any similarly authorized agency) pursue any class or individual charges in part or entirely on Employee's behalf); or

challenging or seeking determination in good faith of the validity of this waiver under the Age Discrimination in Employment Act (nor does this release impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law).

Additional Employee Covenants

To the extent applicable, Employee confirms and agrees to Employee's continuing obligations under the Employment Agreement, including, without limitation, following termination of Employee's employment with Employer. This includes, without limitation, Employee's continuing obligations under Articles 11 through 16 of the Employment Agreement.

Protected Disclosures

Nothing in this Agreement will preclude, prohibit or restrict Employee from (a) communicating with, any federal, state or local administrative or regulatory agency or authority, including but not limited to the Securities and Exchange Commission (the "SEC"); or (b) participating or cooperating in any investigation conducted by any governmental agency or authority.

Nothing in this Agreement, or any other agreement between the parties, prohibits or is intended in any manner to prohibit, Employee from (a) reporting a possible violation of federal or other applicable law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the SEC, the U.S. Congress, and any governmental agency Inspector General, or (b) making other disclosures that are protected under whistleblower provisions of federal law or regulation. This Agreement does not limit Employee's right to receive an award (including, without limitation, a monetary reward) for information provided to the SEC. Employee does not need the prior authorization of anyone at the Company to make any such reports or disclosures, and Employee is not required to notify the Company that Employee has made such reports or disclosures.

Nothing in this Agreement or any other agreement or policy of the Company is intended to interfere with or restrain the immunity provided under 18 U.S.C. §1833(b). Employee cannot be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (a) (i) in confidence to federal, state or local government officials, directly or indirectly, or to an attorney, and (ii) for the purpose of reporting or investigating a suspected violation of law; (b) in a complaint or other document filed in a lawsuit or other proceeding, if filed under seal; or (c) in connection with a lawsuit alleging retaliation for reporting a suspected violation of law, if filed under seal and does not disclose the trade secret, except pursuant to a court order.

The foregoing provisions regarding Protected Disclosures are intended to comply with all applicable laws. If any laws are adopted, amended or repealed after the execution of this Agreement, this Agreement shall be deemed to be amended to reflect the same.

Voluntary Agreement And Effective Date

Employee understands and acknowledges that, by signing this Agreement, Employee is agreeing to all of the provisions stated in this Agreement, and has read and understood each provision.

The parties understand and agree that:

Employee will have a period of 21 calendar days in which to decide whether or not to sign this Agreement, and an additional period of seven calendar days after signing in which to revoke this Agreement. If Employee signs this Agreement before the end of such 21-day period, Employee certifies and agrees that the decision is knowing and voluntary and is not induced by Employer through (i) fraud, misrepresentation, or a threat to withdraw or alter the offer before the end of such 21-day period or (ii) an offer to provide different terms in exchange for signing this Agreement before the end of such 21-day period.

In order to exercise this revocation right, Employee must deliver written notice of revocation to Employer's Chief Administrative Officer on or before the seventh calendar day after Employee executes this Agreement. Employee understands that, upon delivery of such notice, this Agreement will terminate and become null and void.

The terms of this Agreement will not take effect or become binding, and Employee will not become entitled to receive the Severance Payments, until that seven-day period has lapsed without revocation by Employee. If Employee elects not to sign this Agreement or revokes it within seven calendar days of signing, Employee will not receive the Severance Payments.

All amounts payable hereunder will be paid in accordance with the applicable terms of the Employment Agreement.

Governing Law

This Agreement will be governed by the substantive laws of the State of [Nevada], without regard to conflicts of law, and by federal law where applicable.

If any part of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will not be affected in any way.

Consultation With Attorney

Employee is hereby encouraged and advised to confer with an attorney regarding this Agreement. By signing this Agreement, Employee acknowledges that Employee has consulted, or had an opportunity to consult with, an attorney or a representative of Employee's choosing, if any, and that Employee is not relying on any advice from Employer or its agents or attorneys in executing this Agreement.

This Agreement was provided to Employee for consideration on **[INSERT DATE THIS AGREEMENT PROVIDED TO EMPLOYEE].**

PLEASE READ THIS AGREEMENT CAREFULLY; IT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Employee certifies that Employee has read this Agreement and fully and completely understands and comprehends its meaning, purpose, and effect. Employee further states and confirms that Employee has signed this Agreement knowingly and voluntarily and of Employee's own free will, and not as a result of any threat, intimidation or coercion on the part of Employer or its representatives or agents.

EMPLOYEE

Date:_____ _____

AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of August 10, 2022 (the "Effective Date"), by and between Caesars Enterprise Services, LLC, a Delaware limited liability company (the "Company"), and **Edmund Quatmann** (the "Executive").

W I T N E S E T H

WHEREAS, the Company and the Executive are parties to that certain Amended and Restated Executive Employment Agreement dated as of December 28, 2021 (the "Prior Agreement"); and

WHEREAS, the Company and the Executive desire to amend and restate the Prior Agreement in its entirety and enter into this Agreement to modify certain terms of the Executive's employment.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt of which is mutually acknowledged, the Company and the Executive (individually a "Party" and together the "Parties") agree as follows:

Article 1. **Definitions**.

(a) "Base Salary" shall mean the salary provided for in Article 4 below.

(b) "Board" shall mean the Board of Directors of the Parent.

(c) "Cause" shall mean the Executive's:

i. Willful failure to substantially perform his duties with the Parent, Company or any of its Subsidiaries (other than any such failure resulting from the Executive's Disability);

ii. Gross negligence in the performance of the Executive's duties;

iii. Commission of or indictment for, or plea of guilty or nolo contendere to, any felony or a lesser crime or offense which, in the reasonable opinion of the Company, could materially adversely affect the business or reputation of the Parent or any of its Subsidiaries or affiliates (including the Company);

iv. Willful engagement in conduct that is materially injurious to the Parent or any of its Subsidiaries or affiliates (including the Company), monetarily or otherwise;

v. Willful violation of any provision of the Parent's Code of Business Ethics, as amended from time to time;

vi. Violation of any of the covenants contained in Articles 11 through 15 of this Agreement, as applicable;

vii. Engaging in any act of dishonesty resulting in, or intended to result in, personal gain at the expense of the Parent or any of its Subsidiaries or affiliates (including the Company);

viii. Determination by any state gaming regulatory agency that the Executive is not suitable to hold his position or otherwise to participate in a gaming enterprise in the state in question;

ix. Engaging in any act that is intended to harm, or may be reasonably expected to harm, the reputation, business prospects, or operations of the Parent or any of its Subsidiaries or affiliates (including the Company); provided, however, that this subclause (ix) shall not apply during the two-year period beginning on the date of a Change in Control; or

x. Any other action or inaction by the Executive that constitutes a material breach by the Executive of the terms and conditions of this Agreement.

For purposes of this Article 1(c), no act or omission by the Executive shall be considered "willful" unless it is done or omitted in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Parent or any of its Subsidiaries or affiliates (including the Company). Any act or failure to act based upon: (i) authority given pursuant to a resolution duly adopted by the Board; or (ii) formal advice of counsel for the Company, shall be conclusively presumed to be done or omitted to be done by the Executive in good faith and in the best interests of the Parent or any of its Subsidiaries or affiliates (including the Company).

For purposes of this Agreement, there shall be no termination for Cause pursuant to Articles 1(c)(ii) through (x) above, unless a written notice, containing a detailed description of the grounds constituting Cause hereunder, is delivered to the Executive stating the basis for the termination. With respect to Subsections (v), (vi) and (x) upon receipt of such notice, the Executive shall be given thirty (30) days to fully cure (if such violation, neglect, or conduct is capable of cure) the violation, neglect, or conduct that is the basis of such claim. If, in the Board's opinion, cure has not been accomplished by the Executive at the conclusion of such thirty (30) day period, the Executive will be given a reasonable opportunity to be heard before termination.

(d) "Change in Control" means the occurrence of any of the following events with regard to the Parent:

i. the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 50% of the combined voting power of the then-outstanding securities entitled to vote generally in the election of members of the Board (the "Voting Power") at such time; provided that the following acquisitions shall not constitute a Change in Control: (A) any such acquisition directly from the Parent; (B) any such acquisition by the Parent; (C) any such acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Parent or any of its subsidiaries; or (D) any such acquisition pursuant to a transaction that complies with clauses (A), (B) and (C) of paragraph (iii) below; or

ii. individuals who, as of the Effective Date, constitute the Board (the "Incumbent Board") cease for any reason (other than death or disability) to constitute at least a majority of the Board; provided, that any individual becoming a director subsequent to the Effective Date, whose election, or nomination for election by the Parent's stockholders, was approved by a vote of the directors then comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Parent in which such person is named as a nominee for director, without objection to such nomination) shall be considered as though such individual was a member of the Incumbent Board, but excluding for this purpose, any such individual whose initial assumption of office occurs as a result of or in connection with an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

iii. consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Parent (a "Business Combination"), in each case, unless following such Business Combination, (A) all or substantially all of the individuals and entities who were the beneficial owners of the Voting Power immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Parent or substantially all of the Parent's assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other as their ownership immediately prior to such Business Combination of the securities representing the Voting Power, (B) no Person (excluding any entity resulting from such Business Combination or any employee benefit plan (or related trust) sponsored or maintained by the Parent or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, more than 50% of, respectively, the then-outstanding shares of common stock of the entity resulting from such Business Combination, or the combined voting power of the then-outstanding voting securities of such corporation, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or the action of the Board providing for such Business Combination; or

iv. approval by the stockholders of the Parent of a complete liquidation or dissolution of the Parent.

Notwithstanding the foregoing, if a Change in Control constitutes a payment event with respect to any deferral of compensation that is subject to Section 409A of the Code, then, to the extent required to avoid the imposition of additional taxes under Section 409A of the Code, the

transaction or event described in paragraph (i), (ii), (iii) or (iv) above, with respect to such deferral of compensation, shall only constitute a Change in Control for purposes of the payment timing of such deferral of compensation if such transaction also constitutes a "change in control event," as defined in Treasury Regulation §1.409A-3(i)(5).

(e) "Code" means the Internal Revenue Code of 1986, as amended.

(f) "Compensation Committee" shall mean the Compensation Committee of the Board or any other committee appointed by the Board to perform the functions of the Compensation Committee.

(g) "Date of Termination" shall mean the date on which the Executive incurs a "separation from service" within the meaning of Section 409A of the Code.

(h) "Disability" (i) shall mean the Executive's permanent and total disability as defined by the long-term disability plan in effect for senior executives of the Company or (ii) in the event there is no such plan in effect, shall mean that the Executive is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months.

(i) "Good Reason" shall mean the occurrence of any one or more of the following without the Executive's express written consent:

i. The Parent or Company changes the Executive's title or material job duties such that it results in material diminution in Executive's authority, duties, or responsibilities; or

ii. The Parent or Company materially reduces the amount of the Executive's then current Base Salary or the target opportunity for his annual incentive award; or

iii. The Parent or Company requires the Executive to be permanently based at a location in excess of fifty (50) miles from the location of (x) the Executive's principal job location or (y) if Executive is working-from-home under a Company-approved arrangement, the Executive's primary residence; or

iv. The failure of the Company to obtain in writing the obligation to perform or be bound by the terms of this Agreement by any successor to the Company or a purchaser of all or substantially all of the assets of the Company; or

v. The Company provides the Executive with a notice of non-renewal in accordance with the terms of Article 2 of this Agreement; or

vi. Any other action or inaction by the Company that constitutes a material breach by the Company of the terms and conditions of this Agreement.

The Executive will not be deemed to have terminated for Good Reason unless (A) the Executive gives the Company written notice of the event or events that are the basis for such claim within thirty (30) days after the Executive first becomes aware of the initial occurrence, event or

events that would otherwise constitute Good Reason, describing such claim in reasonably sufficient detail to allow the Company to address the event or events, (B) the Company fails to cure the alleged condition during a period of not less than thirty (30) days after the delivery of such notice to the Company, and (C) the Executive terminates his employment within ninety (90) days after the Executive first becomes aware of the initial occurrence, event or events that are the basis for such claim.

(j) "Parent" shall mean Caesars Entertainment, Inc.

(k) "Person" shall mean any individual, corporation, partnership, association, limited liability company, joint-stock company, trust, unincorporated organization, government or political subdivision.

(l) "Pro Rata" shall equal the product of (A) and (B), where (A) is the applicable incentive amount and (B) is a fraction, the numerator of which is the number of calendar months that the Executive was employed by the Company during the applicable performance period or cycle and the denominator of which is the number of calendar months in the applicable performance period or cycle. Solely for determining the Pro Rata amount, any partial calendar month shall be treated as a full month.

(m) "Protected Information" shall mean trade secrets, confidential and proprietary business information of the Parent and its Subsidiaries and affiliates (including the Company), and any other information of the Parent or any of its Subsidiaries or affiliates (including the Company), including, but not limited to, customer lists (including, without limitation, potential customers), sources of supply, processes, plans, materials, pricing information, internal memoranda, marketing plans, internal policies, and products and services that may be developed from time to time by the Parent or any of its Subsidiaries or affiliates (including the Company) or any of their respective agents or employees, including but not limited to the Executive; provided, however, that information that is in the public domain (other than as a result of a breach of this Agreement), approved for release by the Parent or the Company, as applicable, or lawfully obtained from third parties who are not bound by a confidentiality agreement with the Parent or any of its Subsidiaries or affiliates (including the Company), is not Protected Information.

(n) "Release" means a general release of claims against the Parent and its Subsidiaries and affiliates (including the Company), in substantially the form attached hereto as Exhibit A.

(o) "Subsidiary" means a corporation, company or other entity (i) more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, or (ii) which does not have outstanding shares or securities (as may be the case in a partnership, joint venture or unincorporated association), but more than fifty percent (50%) of whose ownership interest representing the right generally to make decisions for such other entity is, now or hereafter owned or controlled, directly or indirectly, by the Parent or the Company, as applicable, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists.

(p) "Term of Employment" shall mean the period specified in Article 2 below (including any extension as provided therein).

Article 2. Term of Employment.

The Term of Employment shall begin on the Effective Date, and shall extend until January 1, 2025 (the "Initial Term"), with automatic one (1) year renewals (each a "Renewal Term") upon the expiration of the Initial Term or the current Renewal Term, as applicable, unless either Party notifies the other at least three (3) months before the scheduled expiration date of the Initial Term or Renewal Term, as applicable, that this Agreement is not to renew; provided that in the event of a Change in Control the Initial Term or then current Renewal Term shall automatically be extended an additional two (2) years from the date of consummation of such Change in Control (and such two (2) year extension period shall be a "Renewal Term" for purposes of this Agreement. Notwithstanding the foregoing, the Term of Employment may be earlier terminated by either Party in accordance with the provisions of Article 10.

Article 3. Position, Duties, and Responsibilities.

(a) During the Term of Employment, the Executive shall serve as Chief Legal Officer of the Parent and all other direct or indirect operating subsidiaries of the Parent, including the Company, and shall perform such duties consistent with his position as may be assigned to him from time to time by the Chief Executive Officer of the Parent or the Board. At the Parent's request, the Executive shall serve the Parent, the Company, and/or its Subsidiaries and affiliates in other capacities in addition to the foregoing, consistent with the Executive's position as Chief Legal Officer. In the event that the Executive, during the Term of Employment, serves in any one or more of such additional capacities, the Executive's compensation shall not be increased beyond that specified in Articles 4 through 7 hereof. In addition, in the event the Executive's service in one or more of such additional capacities is terminated, the Executive's compensation, as specified in Articles 4 through 7 hereof, shall not be diminished or reduced in any manner as a result of such termination provided that the Executive otherwise remains employed under the terms of this Agreement. During his employment with the Company, the Executive shall devote substantially all of his business time and attention to the business and affairs of the Parent and the Company, as applicable, and shall use his best efforts, skills and abilities to promote its interests.

(b) The Executive shall be permitted to serve on corporate boards with the Chief Executive Officer's or Compensation Committee's advance consent, which shall not be unreasonably withheld. In addition, the Executive may engage in religious, charitable or other community activities as long as such services and activities are disclosed to the Chief Executive Officer or the Compensation Committee and do not individually or in the aggregate interfere with the Executive's performance of his duties to the Parent and the Company; provided, that if the Executive serves on a board, committee or similar body of any such religious, charitable or community organization or if the Executive engages in teaching, speaking or writing engagements in connection with such activities, the Executive will receive prior written approval from the Chief Executive Officer or the Compensation Committee.

Article 4. Base Salary.

Effective as of January 1, 2022, the Executive shall be paid an annualized Base Salary, payable in accordance with the regular payroll practices of the Company, of not less than seven hundred seventy-five thousand dollars ($775,000). The Base Salary shall be reviewed annually for increase in the discretion of the Compensation Committee.

Article 5. Annual Incentive Award.

During the Term of Employment, the Executive shall be eligible for an annual incentive award with payout opportunities that are commensurate with his position and duties, as determined by the Compensation Committee in its discretion. Effective as of January 1, 2022, the Executive's target annual incentive award opportunity will be equal to one hundred percent (100%) of the Executive's Base Salary ("Target Bonus"). The Executive's annual incentive award opportunities shall be based on Parent, Company and individual performance goals determined, and subject to change, by the Compensation Committee in its discretion. The Executive shall be paid his annual incentive award no later than other senior executives of the Company are paid their annual incentive award.

Article 6. Long-Term Incentive Awards.

The Executive shall be eligible to participate in the Parent's long-term incentive plan on terms commensurate with his position and duties, as determined by the Compensation Committee in its discretion. Program design, including but not limited to performance measures and weighting shall be determined by the Compensation Committee in its discretion. Effective as of January 1, 2022, the Compensation Committee will consider setting the Executive's target annual long-term incentive award opportunity equal to two hundred percent (200%) of the Executive's Base Salary.

Article 7. Employee Benefit Programs.

During the Term of Employment, the Executive shall be eligible to participate in any employee benefit plans and programs made available to the Company's senior-level executives generally, subject to Article 10(f) below, as such plans or programs may be in effect from time to time, including, without limitation, 401(k) savings and other plans or programs, medical, dental, hospitalization, short-term and long-term disability and life insurance plans, accidental death and dismemberment protection, travel accident insurance, and any retirement plans or programs and any other employee welfare benefit plans or programs that may be sponsored by the Company in the future from time to time, including but not limited to any plans that supplement the above-listed types of plans or programs, whether funded or unfunded. Notwithstanding the foregoing, the Company may terminate or alter any particular benefit plan or program at any time in its discretion.

Article 8. Reimbursement of Business and Other Expenses.

The Executive is authorized to incur reasonable expenses in carrying out his duties and responsibilities under this Agreement and the Company shall promptly reimburse him for all reasonable business expenses incurred in connection with carrying out the business of the Company, subject to documentation in accordance with the Company's policy.

All reimbursements under Article 8 or otherwise under this Agreement shall be for expenses incurred by the Executive during the Term of Employment. In all events such reimbursement will be made no later than the end of the year following the year in which the expense was incurred. Each provision of reimbursements shall be considered a separate payment and not one of a series of payments for purposes of Section 409A of the Code. In addition, no reimbursement or in-kind benefit shall be subject to liquidation or exchange for another benefit and the amount available for reimbursement, or in-kind benefits provided, during one calendar year in no event will affect the amount of expenses required to be reimbursed or in-kind benefits required to be provided by the Company in any other calendar year.

Article 9. Signing Bonus.

Pursuant to the Prior Agreement, the Executive received a one-time special signing bonus in an amount equal to one million dollars ($1,000,000) (the "Signing Bonus"). If Executive's employment with the Company terminates due to Executive's resignation without Good Reason or by the Company for Cause, prior to the end of the Initial Term, the Executive agrees to repay a pro rata portion of the Signing Bonus to the Company, which shall be calculated based on the number of full calendar months remaining in the Initial Term, divided by thirty-six (36) months (without reduction for any federal, state or local income and employment tax liability paid by the Executive).

Article 10. **Termination of Employment**.

(a) Termination Due to Death. In the event that the Executive's employment is terminated due to his death, his estate or his beneficiaries, as the case may be, shall be entitled to the following benefits:

i. A lump-sum amount, paid within sixty (60) days following the Date of Termination, equal to the Executive's unpaid Base Salary through and including the Date of Termination, and any unreimbursed business expenses incurred prior to the Date of Termination, consistent with the regular payroll practices of the Company (the "Accrued Rights Payment"); and

ii. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, of the Executive's Target Bonus for the calendar year that includes the Date of Termination; provided however, that such amount shall be adjusted on a Pro Rata basis. For the avoidance of doubt, the Target Bonus shall not include any long-term incentive bonus (or any single-year or other applicable portion of an incentive arrangement covering a period in excess of one year).

(b) Termination Due to Disability. In the event that the Executive's employment is terminated due to his Disability, and conditioned upon, no later than fifty-nine (59) days after the Date of Termination, the Executive's (or Executive's legal representative) execution of an effective Release (with all periods for revocation therein having expired), as well as the Executive's acknowledgement of, and the Executive's compliance with, the Executive's obligations under the restrictive covenants set forth in Articles 11 through 15, he shall be entitled to the following benefits:

i. The Accrued Rights Payment;

ii. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, of the Target Bonus for the calendar year that includes the Date of Termination; provided however, that such amount shall be adjusted on a Pro Rata basis; and

iii. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, equal to the total premiums the Executive would be required to pay for twelve (12) months of COBRA continuation coverage under the Company's health benefit plans (i.e., medical, dental, and vision coverage), determined using the COBRA premium rate in effect for the level of coverage that the Executive had in place immediately prior to the Executive's Date of Termination (the "COBRA Payment"). The Executive shall not be required to purchase COBRA continuation coverage in order to receive the

COBRA Payment, nor shall the Executive be required to apply the COBRA Payment towards any payment of applicable premiums for COBRA continuation coverage.

In no event shall a termination of the Executive's employment due to Disability occur until the Party terminating the Executive's employment gives written notice to the other Party in accordance with Article 25 below.

(c) Termination by the Company for Cause. In the event the Company terminates the Executive's employment for Cause, he shall be entitled to the Accrued Rights Payment.

(d) Termination by Company without Cause or Termination by the Executive for Good Reason outside of a Change in Control. In the event the Executive's employment is terminated by the Company without Cause (i.e., on a basis other than specified in Article 10(a), 10(b) or 10(c)), or in the event the Executive's employment is terminated by the Executive for Good Reason, in either case, at any time other than during the two-year period beginning on the date of a Change in Control, and conditioned upon, no later than fifty-nine (59) days after the Date of Termination, the Executive's execution of an effective Release (with all periods for revocation therein having expired), as well as the Executive's acknowledgement of, and the Executive's compliance with, the Executive's obligations under the restrictive covenants set forth in Articles 11 through 15, the Executive shall be entitled to the following benefits:

i. The Accrued Rights Payment;

ii. A lump sum amount paid on the sixtieth (60th) day following the Date of Termination equal to one (1.0) times the sum of (A) the Executive's Base Salary and (B) the Target Bonus for the calendar year that includes the Date of Termination;

iii. A lump-sum amount, if any, equal to the actual annual incentive that would have been payable to the Executive for the calendar year that includes the Date of Termination based on actual performance against applicable goals if the Executive had remained employed through the end of such calendar year; provided however, that such amount shall be adjusted on a Pro Rata basis and shall be paid at the same time as annual incentive payments for the calendar year that includes the Date of Termination are paid to other senior executives of the Company;

iv. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, equal to the COBRA Payment. The Executive shall not be required to purchase COBRA continuation coverage in order to receive the COBRA Payment, nor shall the Executive be required to apply the COBRA Payment towards any payment of applicable premiums for COBRA continuation coverage; and

v. The Company will assist the Executive in finding other employment opportunities by providing to him, at the Company's limited expense, reasonable professional outplacement services through the provider of the Company's choice. Such outplacement services shall terminate when the Executive finds other employment. However, in no event shall such outplacement services continue for more than twelve (12)

months following the Date of Termination or exceed more than $10,000 in the aggregate.

(e) Termination by Company without Cause or Termination by the Executive for Good Reason in Connection with a Change in Control. If, during the two (2) year period beginning on the date of a Change in Control, the Executive's employment is terminated by the Company without Cause (i.e., on a basis other than specified in Article 10(a), 10(b) or 10(c)), or the Executive's employment is terminated by the Executive for Good Reason, and conditioned upon, no later than fifty-nine (59) days after the Date of Termination, the Executive's execution of an effective Release (with all periods for revocation therein having expired), as well as the Executive's acknowledgement of, and the Executive's compliance with, the Executive's obligations under the restrictive covenants set forth in Articles 11 through 15, the Executive shall be entitled to the following benefits:

i. The Accrued Rights Payment;

ii. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, equal to two (2.0) times the sum of: (A) the Executive's Base Salary in effect at the Date of Termination or, if higher, at the date of the Change in Control, and (B) the Target Bonus for the calendar year that includes the Date of Termination or, if higher, the calendar year that includes the Change in Control;

iii. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, of the Target Bonus for the calendar year that includes the Date of Termination or, if higher, the calendar year that includes the Change in Control; provided however, that such amount shall be adjusted on a Pro Rata basis; and

iv. A lump-sum amount, paid on the sixtieth (60th) day following the Date of Termination, equal to the total premiums the Executive would be required to pay for eighteen (18) months of COBRA continuation coverage under the Company's health benefit plans (i.e., medical, dental and vision coverage), determined using the COBRA premium rate in effect for the level of coverage that the Executive had in place immediately prior to the Executive's Date of Termination (the "CIC COBRA Payment"). The Executive shall not be required to purchase COBRA continuation coverage in order to receive the CIC COBRA Payment, nor shall the Executive be required to apply the CIC COBRA Payment towards any payment of applicable premiums for COBRA continuation coverage.

(f) Indemnification of Legal Fees. Effective only upon a Change in Control, it is the intent of the Company that the Executive not be required to incur the expenses associated with the enforcement of his rights upon and following such a Change in Control under this Agreement by litigation or other legal action because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Executive hereunder upon and following a Change in Control. Accordingly, upon and following a Change in Control, if it should appear to the Executive that the Company has failed to comply with any of its obligations under this Agreement which arose upon or following a Change in Control or in the event that the Company or any other person takes any action to declare this Agreement void or unenforceable, or institutes any litigation designed

to deny, or to recover from, the Executive the benefits intended to be provided to the Executive hereunder, the Company irrevocably authorizes the Executive from time to time to retain counsel of his choice, at the expense of the Company as hereafter provided, to represent the Executive in connection with the initiation or defense of any litigation or other legal action, whether by or against the Company, or any Subsidiary, Director, officer, stockholder or other person affiliated with the Company, in any jurisdiction. Notwithstanding any existing or prior attorney-client relationship between the Company and such counsel, the Company irrevocably consents to the Executive's entering into an attorney-client relationship with such counsel, and in that connection the Company and the Executive agree that a confidential relationship shall exist between the Executive and such counsel. Upon and following a Change in Control, the Company shall pay or cause to be paid and shall be solely responsible for any and all reasonable attorneys' and related fees and expenses incurred by the Executive as a result of the Company's failure to perform this Agreement or any provision hereof or as a result of the Company or any person contesting the validity or enforceability of this Agreement or any provision hereof as aforesaid, provided any such reimbursement of attorneys' and related fees and expenses shall be made not later than December 31 of the year following the year in which the Executive incurred the expense.

(g) Voluntary Termination. A termination of employment by the Executive on his own initiative, other than a termination due to Disability, death, or a termination for Good Reason, shall have the same consequences as provided in Article 10(c) for a termination for Cause. A voluntary termination under this Article 10(g) shall be effective on the date specified in the Executive's written notice, unless such voluntary termination is earlier accepted by the Company, such early acceptance still to be treated as a voluntary termination by the Executive.

(h) No Mitigation; No Offset. In the event of any termination of employment under this Article 10, the Executive shall be under no obligation to seek other employment and there shall be no offset against amounts due to the Executive under this Agreement on account of any remuneration attributable to any subsequent employment that he may obtain.

(i) Nature of Payments. Any amounts due under this Article 10 are in the nature of severance payments considered to be reasonable by the Company and are not in the nature of a penalty.

(j) Timing of Payments. Notwithstanding any provision in this Agreement to the contrary, if the Executive is a "specified employee" (within the meaning of Treasury Regulation Section 1.409A-1(i) and using the identification methodology selected by the Company from time to time) on the Date of Termination, to the extent payments or benefits made hereunder (as well as any other payment or benefit that the Executive is entitled to receive upon his separation from service) constitute deferred compensation (after taking account any applicable exceptions under Section 409A of the Code), and to the extent required by Section 409A of the Code, payments or benefits payable upon separation from service which otherwise would be payable during the six (6) month period immediately following the Date of Termination will instead be paid or made available on the earlier of (i) the first day following the six (6) month anniversary of the Executive's Date of Termination and (ii) the Executive's death.

(k) Accrued Rights. For the avoidance of doubt, notwithstanding anything herein to the contrary, the Accrued Rights Payment shall not be subject to any requirement that the Executive execute a Release.

Article 11. Noncompetition.

(a) The Executive agrees that, during the Executive's employment with the Company and for a period of twelve (12) months following the termination of such employment, whether termination is by the Executive or the Company, and regardless of the reasons therefor, the Executive shall not serve as an employee, agent, partner, shareholder, owner, investor, director, consultant, or other service provider for, or participate, engage, prepare to engage, or have any financial or other interest (whether directly or indirectly, and whether alone or together or in concert with any other Person(s)), in the business of or any activity relating to competitive gaming (including, without limitation, casino operation and horseracing) (any such business or activity, a "Competitive Business"), in any case, in any location where the Parent or any of its Subsidiaries or affiliates (including the Company) is engaged in at the time of the Executive's applicable action or activity (or, if earlier, at the time of the termination of the Executive's employment with the Company and its Subsidiaries); provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Executive may own up to five percent (5%) of the outstanding shares of the capital stock of a company whose securities are registered under Section 12 of the Exchange Act.

(b) The Executive further acknowledges and agrees that, in the event of the termination of his employment with the Company, the Executive's experience and capabilities are such that the Executive can obtain employment in business activities which do not compete with the Parent or the Company, and that the enforcement of this Agreement by way of injunction shall not prevent the Executive from earning a reasonable livelihood. The Executive further acknowledges and agrees that the covenants contained herein are necessary for the protection of the Parent and the Company's legitimate business interests and are reasonable in scope and duration.

(c) The Executive further acknowledges and agrees that the noncompetition provision does not restrict the Executive's ability to provide a service to a former customer or client if each of the following are true: (i) the Executive did not solicit the former customer or client; (ii) the customer or client voluntarily left and sought the Executive's services; and (iii) the Executive has otherwise complied with the noncompetition's provisions regarding time, geographic area, and scope of restrained activity, other than any limitation on providing services to a former customer or client who seeks the services of the Executive without any contact instigated by the Executive.

Article 12. Nonsolicitation of Employees.

The Executive agrees that during his employment with the Company and for a period of twelve (12) months following the termination of such employment, whether termination is by the Executive or by the Company, regardless of the reasons therefor, the Executive, except on behalf of or for the benefit of the Parent or the Company while employed, will not directly or indirectly, (a) employ or retain or solicit for employment or arrange to have any other person, firm, or other entity employ or retain or solicit for employment or otherwise participate in the employment or retention of any person who is an employee or consultant of the Parent or any of its Subsidiaries or affiliates (including the Company); or (b) solicit suppliers or customers of the Parent or any of its

Subsidiaries or affiliates (including the Company) or induce any such person to terminate his, her, or its relationship with the Parent or any of its Subsidiaries or affiliates (including the Company).

In the event that the scopes of the restrictions in Article 11 or 12 are found overly broad, Executive agrees that a court should reform the restrictions by limiting them to the maximum reasonable scope.

Article 13. <u>Confidentiality</u>.

(a) The Company has advised the Executive and the Executive acknowledges that it is the policy of the Company to maintain as secret and confidential all Protected Information, and that Protected Information has been and will be developed at substantial cost and effort to the Company. The Executive shall not at any time, directly or indirectly, divulge, furnish, or make accessible to any person, firm, corporation, association, or other entity (otherwise than as may be required in the regular course of the Executive's employment), nor use in any manner, either during the Executive's employment or after termination for any reason, any Protected Information, or cause any such Protected Information to enter the public domain.

(b) Notwithstanding the foregoing, nothing in this Agreement will preclude, prohibit or restrict the Executive from (i) communicating with any federal, state or local administrative or regulatory agency or authority, including but not limited to the Securities and Exchange Commission (the "SEC"); (ii) participating or cooperating in any investigation conducted by any governmental agency or authority; or (iii) filing a charge of discrimination with the United States Equal Employment Opportunity Commission or any other federal state or local administrative agency or regulatory authority. Nothing in this Agreement, or any other agreement between the Parties, prohibits or is intended in any manner to prohibit, the Executive from (i) reporting a possible violation of federal or other applicable law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the SEC, the U.S. Congress, and any governmental agency Inspector General, or (ii) making other disclosures that are protected under whistleblower provisions of federal law or regulation. This Agreement does not limit the Executive's right to receive an award (including, without limitation, a monetary reward) for information provided to the SEC. The Executive does not need the prior authorization of anyone at the Company to make any such reports or disclosures, and the Executive is not required to notify the Company that the Executive has made such reports or disclosures. Nothing in this Agreement or any other agreement or policy of the Parent or the Company is intended to interfere with or restrain the immunity provided under 18 U.S.C. §1833(b). The Executive cannot be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) (A) in confidence to federal, state or local government officials, directly or indirectly, or to an attorney, and (B) for the purpose of reporting or investigating a suspected violation of law; (ii) in a complaint or other document filed in a lawsuit or other proceeding, if filed under seal; or (iii) in connection with a lawsuit alleging retaliation for reporting a suspected violation of law, if filed under seal and does not disclose the trade secret, except pursuant to a court order. The foregoing provisions regarding protected disclosures are intended to comply with all applicable laws and, if any laws are adopted, amended or repealed after the execution of this Agreement, this Article 13(b) shall be deemed to be amended to reflect the same.

Article 14. <u>Non-Disparagement</u>.

The Executive covenants and agrees that for the longest period legally enforceable, he shall not disparage the image or reputation of the Parent or any of its respective subsidiaries or affiliates (including the Company) and their directors, officers, senior management employees and professional employees, business, or reputation.

Article 15. Litigation and Regulatory Cooperation.

During and after the Executive's employment, the Executive shall cooperate fully with the Company in (i) the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Parent or the Company which relate to events or occurrences that transpired while the Executive was employed by the Company, and (ii) the investigation, whether internal or external, of any matters about which the Company believes the Executive may have knowledge or information. The Executive's full cooperation in connection with such claims, actions or investigations shall include, but not be limited to, being available to meet with counsel to answer questions or to prepare for discovery or trial and to act as a witness on behalf of the Parent or the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate fully with the Parent or the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable, documented out-of-pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Article 15.

Article 16. Resolution of Disputes.

Any disputes, controversy, or claim arising under or in connection with this Agreement or any breach of this Agreement shall be resolved by third party mediation of the dispute and, failing that, by binding arbitration, to be held in Reno, Nevada, in accordance with the rules and procedures of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitral award determination shall be final and binding. The Company will pay the direct costs and expenses of such arbitration. The Company will also reimburse the Executive for reasonable fees and expenses, including reasonable attorney's fees, incurred by the Executive in connection with such arbitration, such reimbursement to be made monthly as such fees and expenses are incurred. In the event the Executive does not prevail at arbitration, however, the Executive will re-pay to the Company any and all expenses and fees previously reimbursed by the Company under this Article 16. The Parties understand and fully agree that they are giving up their constitutional right to have a trial by jury, and are giving up their normal rights of appeal following the issuance of the arbitrator's award except as applicable law provides for judicial review of arbitration proceedings.

Notwithstanding the provisions of this Article 16, the Parties agree that in the event of any dispute between the Executive and the Company as to any of the Executive's obligations under Articles 11, 12, 13, 14, or 15 then the arbitration requirements of this Article 16 shall not apply, and that instead, the Parties must seek relief as to that dispute in a court of general jurisdiction in the State of Nevada to be docketed, if available, on the commercial docket of that court. The Parties hereby consent to the exclusive specific and general jurisdiction of such court. The Executive hereby agrees that, by virtue of his work for the Company, he has purposely availed himself of the benefits and protections of the laws of the State of Nevada. Likewise, the arbitration requirements of this Article 16 shall not apply to (i) claims for workers' compensation benefits, (ii) claims for unemployment compensation benefits, (iii) whistleblower retaliation claims under the Sarbanes-Oxley Act or the Dodd-Frank Act that cannot be arbitrated as a matter of law; (iv) administrative charges for unfair labor practices brought before the National Labor Relations Board, (v) administrative charges brought before the Equal Employment Opportunity Commission or other similar administrative agency, or (vi) any other claims that, as a matter of law, the Parties cannot

agree to arbitrate. In addition, in connection with any such court action, the Executive acknowledges and agrees that the remedy at law available to the Company for breach by the Executive of any of his obligations under Articles 11, 12, 13, 14 or 15 of this Agreement would be inadequate and that damages flowing from such a breach would not readily be susceptible to being measured in monetary terms. Accordingly, the Executive acknowledges, consents and agrees that, in addition to any other rights or remedies which the Company may have at law, in equity or under this Agreement, upon adequate proof of the Executive's violation of any provision of Articles 11, 12, 13, 14 or 15 of this Agreement, the Company shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach, without the necessity of proof of actual damage. For purposes of clarity, each Party shall bear his or its own costs and expenses in connection with any such litigation, unless such costs and expenses are awarded to a Party by the court in such litigation.

By executing this Agreement, the Parties represent that they have been given the opportunity to fully review the terms of this Agreement. The Executive acknowledges and agrees that the Executive has had an opportunity to ask questions and consult with an attorney of the Executive's choice before signing this Agreement. The Parties understand the terms of this Agreement and freely and voluntarily sign this Agreement. **THE PARTIES FULLY UNDERSTAND AND AGREE THAT THEY ARE GIVING UP CERTAIN RIGHTS OTHERWISE AFFORDED TO THEM BY CIVIL COURT ACTIONS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO A JURY OR COURT TRIAL**.

Article 17. Assignability; Binding Nature.

This Agreement shall be binding upon and inure to the benefit of the Company and any successor to the Company, including without limitation any persons acquiring directly or indirectly all or substantially all of the business and/or assets of the Company, whether by purchase, merger, consolidation, reorganization or otherwise (and such successor shall thereafter be deemed the "Company" for the purposes of this Agreement), but shall not otherwise be assignable, transferable or delegable by the Company.

The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business and/or assets of the Company, by agreement in form and substance satisfactory to the Executive, expressly to assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. No rights or obligations of the Executive under this Agreement may be assigned or transferred by the Executive other than his rights to compensation and benefits, which may be transferred only by will or operation of law. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees and/or legatees. This Agreement is personal in nature and neither of the parties hereto shall, without the consent of the other, assign, transfer or delegate this Agreement or any rights or obligations hereunder except as expressly provided in Article 17 hereof. Without limiting the generality of the foregoing, the Executive's right to receive payments hereunder shall not be assignable, transferable or delegable, whether by pledge, creation of a security interest or otherwise, other than by a transfer by his will or by the laws of descent and distribution and, in the event of any attempted assignment or transfer contrary to this Article 17, the Company shall have no liability to pay any amount so attempted to be assigned, transferred or delegated.

Article 18. Entire Agreement.

This Agreement contains the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings,

discussions, negotiations and undertakings, whether written or oral, between the Parties with respect thereto, including without limitation the Prior Agreement.

Article 19. Amendment or Waiver.

No provision in this Agreement may be amended unless such amendment is agreed to in writing and signed by the Executive and an authorized officer of the Company. No waiver by either Party of any breach by the other Party of any condition or provision contained in this Agreement to be performed by such other Party shall be deemed a waiver of a similar or dissimilar condition or provision at the same or any prior or subsequent time. Any waiver must be in writing and signed by the Executive or an authorized officer of the Company, as the case may be.

Article 20. Withholding.

The Company may withhold from any amounts payable under this Agreement all federal, state, city, or other taxes as shall be required pursuant to any law or government regulation or ruling.

Article 21. Severability.

In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law so as to achieve the purposes of this Agreement.

Article 22. Survivorship.

Except as otherwise expressly set forth in this Agreement, the respective rights and obligations of the Parties hereunder shall survive any termination of the Executive's employment. Except as otherwise expressly provided by this Agreement, this Agreement itself (as distinguished from the Executive's employment) may not be terminated by either Party without the written consent of the other Party. Upon the expiration of the term of this Agreement, the respective rights and obligations of the Parties shall survive such expiration to the extent necessary to carry out the intentions of the Parties and embodied in the rights (such as vested rights) and obligations of the Parties under this Agreement.

Article 23. References.

In the event of the Executive's death or a judicial determination of his incompetence, reference in this Agreement to the Executive shall be deemed, where appropriate, to refer to his beneficiary, estate or other legal representative.

Article 24. Governing Law.

This Agreement shall be governed in accordance with the laws of Nevada without reference to principles of conflict of laws.

Article 25. Notices.

All notices and other communications required or permitted hereunder shall be in writing and shall be deemed given when (a) delivered personally, (b) delivered by certified or registered mail, postage prepaid, return receipt requested or (c) delivered by overnight courier (provided that a written acknowledgment of receipt is obtained by the overnight courier) to the Party concerned at

the address indicated below or to such changed address as such Party may subsequently give such notice of:

If to the Company:

Caesars Enterprise Services, LLC
c/o Caesars Entertainment, Inc.
100 W. Liberty Street, 12th Floor
Reno, NV 89501

Attention: Chief Administrative Officer

If to the Executive:

At the last residential address known by the Company

Article 26. Headings.

The headings of the articles contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

Article 27. Counterparts.

This Agreement may be executed in two or more counterparts.

Article 28. Code Section 409A Compliance.

To the extent applicable, it is intended that this Agreement comply with the provisions of Section 409A of the Code so as not to result in the assessment of any additional tax or penalty under Section 409A of the Code. This Agreement will be administered in a manner consistent with this intent. References to Section 409A of the Code will include any proposed, temporary or final regulation, or any other formal guidance, promulgated with respect to such section by the U.S. Department of Treasury or the Internal Revenue Service. Each payment or benefit to be made or provided to the Executive under the provisions of this Agreement will be considered to be a separate payment and not one of a series of payments for purposes of Section 409A of the Code. Notwithstanding anything in this Agreement to the contrary, no particular tax result for the Executive is guaranteed, and in no event shall the Company be liable for any taxes, interest or penalties that the Executive may incur under or in connection with Section 409A of the Code or otherwise.

Article 29. Code Section 280G Policy.

(a) Anything in this Agreement to the contrary notwithstanding, in the event that the amount of any compensation, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 280G of the Code, and the applicable regulations thereunder (the "Aggregate Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, then the Aggregate Payments shall be reduced (but not below zero) so that the sum of all of the Aggregate Payments shall be $1.00 less than the amount at which the Executive becomes subject to the excise tax imposed by Section 4999 of the Code; *provided* that such reduction shall only occur if it would result in the Executive receiving a higher After Tax Amount (as defined below) than the Executive would receive if

the Aggregate Payments were not subject to such reduction. In such event, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (1) cash payments not subject to Section 409A of the Code; (2) cash payments subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits; *provided* that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c).

(b) For purposes of this Article 29, the "After Tax Amount" means the amount of the Aggregate Payments less all federal, state and local income, excise and employment taxes imposed on the Executive as a result of the Executive's receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(c) The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Article 29(a) shall be made by a nationally recognized accounting firm selected by the Company (the "Accounting Firm"), which shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the Termination Date, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

Article 30. Resignations.

Following the termination of the Executive's employment for any reason, if and to the extent requested by the Board, the Executive agrees to resign from the Board, all fiduciary positions (including, without limitation, as trustee) and all other offices and positions the Executive holds with the Parent or any of its Subsidiaries or affiliates (including the Company); provided, however, that if the Executive refuses to tender the Executive's resignation after the Board has made such request, then the Board will be empowered to tender the Executive's resignation from such offices and positions.

Article 31. Clawback Provisions.

Notwithstanding any other provisions in this Agreement to the contrary, any incentive-based compensation, or any other compensation, paid to the Executive pursuant to this Agreement or any other agreement or arrangement with the Parent, or any of its Subsidiaries or affiliates (including the Company), which is subject to recovery under any law, government regulation or stock exchange listing requirement, are subject to the Parent's Clawback & Recoupment Policy approved by the Board as of February 27, 2019 and any amendments thereto and will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or any policy adopted by the Parent or any of its Subsidiaries or affiliates (including the Company) pursuant to any such law, government regulation or stock exchange listing requirement).

(Signature Page to Follow)

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

Executive

/s/ Edmund L. Quatmann
Name: Edmund L. Quatmann

Caesars Enterprise Services, LLC

By: /s/ Thomas R. Reeg
Name: Thomas R. Reeg
Title: Chief Executive Officer

Exhibit A

WAIVER AND RELEASE OF CLAIMS AGREEMENT

("Employee") hereby acknowledges that Caesars Enterprise Services, LLC ("Employer") is offering Employee certain payments in connection with Employee's termination of employment pursuant to the employment agreement entered into between Employer and Employee, as amended (the "Employment Agreement"). in exchange for Employee's promises in this Waiver and Release of Claims Agreement (this "Agreement").

Severance Payments

Employee agrees that Employee will be entitled to receive the applicable severance payments under the Employment Agreement (the "Severance Payments") only if Employee accepts and does not revoke this Agreement, which requires Employee to release both known and unknown claims.

Employee agrees that the Severance Payments tendered under the Employment Agreement constitute fair and adequate consideration for the execution of this Agreement. Employee further agrees that Employee has been fully compensated for all wages and fringe benefits, including, but not limited to, paid and unpaid leave, due and owing, and that the Severance Payments are in addition to payments and benefits to which Employee is otherwise entitled.

Claims That Are Being Released

Employee agrees that this Agreement constitutes a full and final release by Employee and Employee's descendants, dependents, heirs, executors, administrators, assigns, and successors, of any and all claims, charges, and complaints, whether known or unknown, that Employee has or may have to date against Employer and any of its parents, subsidiaries, or affiliated entities and their respective officers, directors, shareholders, partners, joint venturers, employees, consultants, insurers, agents, predecessors, successors, and assigns, arising out of or related to Employee's employment or the termination thereof, or otherwise based upon acts or events that occurred on or before the date on which Employee signs this Agreement. To the fullest extent allowed by law, Employee hereby waives and releases any and all such claims, charges, and complaints in return for the Severance Payments. This release of claims is intended to be as broad as the law allows, and includes, but is not limited to, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith or fair dealing, express or implied, any tort or common law claims, any legal restrictions on Employer's right to terminate employees, and any claims under any federal, state, municipal, local, or other governmental statute, regulation, or ordinance, including, without limitation:

claims of discrimination, harassment, or retaliation under equal employment laws such as Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Rehabilitation Act of 1973, and any and all other federal, state, municipal, local, or foreign equal opportunity laws;

if applicable, claims of wrongful termination of employment; statutory, regulatory, and common law "whistleblower" claims, and claims for wrongful termination in violation of public policy;

claims arising under the Employee Retirement Income Security Act of 1974, except for any claims relating to vested benefits under Employer's employee benefit plans;

claims of violation of wage and hour laws, including, but not limited to, claims for overtime pay, meal and rest period violations, and recordkeeping violations; and

claims of violation of federal, state, municipal, local, or foreign laws concerning leaves of absence, such as the Family and Medical Leave Act. **[Other applicable provisions to be included based upon Employee's place of employment.]**

If Employee has worked or is working in California, Employee expressly agrees to waive the protection of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Claims That Are Not Being Released

This release does not include any claims that may not be released as a matter of law, and this release does not waive claims or rights that arise after Employee signs this Agreement. Further, this release will not prevent Employee from doing any of the following:

obtaining unemployment compensation, state disability insurance, or workers' compensation benefits from the appropriate agency of the state in which Employee lives and works, provided Employee satisfies the legal requirements for such benefits (nothing in this Agreement, however, guarantees or otherwise constitutes a representation of any kind that Employee is entitled to such benefits);

asserting any right that is created or preserved by this Agreement, such as Employee's right to receive the Severance Benefits;

filing a charge, giving testimony or participating in any investigation conducted by the United States Equal Employment Opportunity Commission (the "EEOC") or any duly authorized agency of the United States or any state (however, Employee is hereby waiving the right to any personal monetary recovery or other personal relief should the EEOC (or any similarly authorized agency) pursue any class or individual charges in part or entirely on Employee's behalf); or

challenging or seeking determination in good faith of the validity of this waiver under the Age Discrimination in Employment Act (nor does this release impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law).

Additional Employee Covenants

To the extent applicable, Employee confirms and agrees to Employee's continuing obligations under the Employment Agreement, including, without limitation, following termination of Employee's employment with Employer. This includes, without limitation, Employee's continuing obligations under Articles 11 through 16 of the Employment Agreement.

Protected Disclosures

Nothing in this Agreement will preclude, prohibit or restrict Employee from (a) communicating with, any federal, state or local administrative or regulatory agency or authority, including but not limited to the Securities and Exchange Commission (the "SEC"); or (b) participating or cooperating in any investigation conducted by any governmental agency or authority.

Nothing in this Agreement, or any other agreement between the parties, prohibits or is intended in any manner to prohibit, Employee from (a) reporting a possible violation of federal or other applicable law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the SEC, the U.S. Congress, and any governmental agency Inspector General, or (b) making other disclosures that are protected under whistleblower provisions of federal law or regulation. This Agreement does not limit Employee's right to receive an award (including, without limitation, a monetary reward) for information provided to the SEC. Employee does not need the prior authorization of anyone at the Company to make any such reports or disclosures, and Employee is not required to notify the Company that Employee has made such reports or disclosures.

Nothing in this Agreement or any other agreement or policy of the Company is intended to interfere with or restrain the immunity provided under 18 U.S.C. §1833(b). Employee cannot be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (a) (i) in confidence to federal, state or local government officials, directly or indirectly, or to an attorney, and (ii) for the purpose of reporting or investigating a suspected violation of law; (b) in a complaint or other document filed in a lawsuit or other proceeding, if filed under seal; or (c) in connection with a lawsuit alleging retaliation for reporting a suspected violation of law, if filed under seal and does not disclose the trade secret, except pursuant to a court order.

The foregoing provisions regarding Protected Disclosures are intended to comply with all applicable laws. If any laws are adopted, amended or repealed after the execution of this Agreement, this Agreement shall be deemed to be amended to reflect the same.

Voluntary Agreement And Effective Date

Employee understands and acknowledges that, by signing this Agreement, Employee is agreeing to all of the provisions stated in this Agreement, and has read and understood each provision.

The parties understand and agree that:

Employee will have a period of 21 calendar days in which to decide whether or not to sign this Agreement, and an additional period of seven calendar days after signing in which to revoke this Agreement. If Employee signs this Agreement before the end of such 21-day period, Employee certifies and agrees that the decision is knowing and voluntary and is not induced by Employer through (i) fraud, misrepresentation, or a threat to withdraw or alter the offer before the end of such 21-day period or (ii) an offer to provide different terms in exchange for signing this Agreement before the end of such 21-day period.

In order to exercise this revocation right, Employee must deliver written notice of revocation to Employer's Chief Administrative Officer on or before the seventh calendar day after Employee executes this Agreement. Employee understands that, upon delivery of such notice, this Agreement will terminate and become null and void.

The terms of this Agreement will not take effect or become binding, and Employee will not become entitled to receive the Severance Payments, until that seven-day period has lapsed without revocation by Employee. If Employee elects not to sign this Agreement or revokes it within seven calendar days of signing, Employee will not receive the Severance Payments.

All amounts payable hereunder will be paid in accordance with the applicable terms of the Employment Agreement.

Governing Law

This Agreement will be governed by the substantive laws of the State of [Nevada], without regard to conflicts of law, and by federal law where applicable.

If any part of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will not be affected in any way.

Consultation With Attorney

Employee is hereby encouraged and advised to confer with an attorney regarding this Agreement. By signing this Agreement, Employee acknowledges that Employee has consulted, or had an opportunity to consult with, an attorney or a representative of Employee's choosing, if any, and that Employee is not relying on any advice from Employer or its agents or attorneys in executing this Agreement.

This Agreement was provided to Employee for consideration on **[INSERT DATE THIS AGREEMENT PROVIDED TO EMPLOYEE].**

PLEASE READ THIS AGREEMENT CAREFULLY; IT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Employee certifies that Employee has read this Agreement and fully and completely understands and comprehends its meaning, purpose, and effect. Employee further states and confirms that Employee has signed this Agreement knowingly and voluntarily and of Employee's own free will, and not as a result of any threat, intimidation or coercion on the part of Employer or its representatives or agents.

EMPLOYEE

Date:_____ _____

ELEVENTH AMENDMENT TO LEASE

This **ELEVENTH AMENDMENT TO LEASE** (this "Amendment") is entered into as of August 25, 2022, by and among the entities listed on Schedule A attached hereto (collectively, and together with their respective successors and assigns, "Landlord"), the entities listed on Schedule B attached hereto (collectively, and together with their respective successors and assigns, "Tenant") and, solely for the purposes of the penultimate paragraph of Section 1.1 of the Lease (as defined below), Propco TRS LLC, a Delaware limited liability company ("Propco TRS").

RECITALS

WHEREAS, Landlord, Tenant and, solely for the purposes of the penultimate paragraph of Section 1.1 of the Lease, Propco TRS, are parties to that certain Lease (Non-CPLV), dated as of October 6, 2017, as amended by that certain First Amendment to Lease (Non-CPLV), dated as of December 22, 2017, as amended by that certain Second Amendment to Lease (Non-CPLV) and Ratification of SNDA, dated as of February 16, 2018, as amended by that certain Third Amendment to Lease (Non-CPLV), dated as of April 2, 2018, as amended by that certain Fourth Amendment to Lease (Non-CPLV), dated as of December 26, 2018, as amended by that certain Omnibus Amendment to Leases, dated as of June 1, 2020, as amended by that certain Fifth Amendment to Lease (Non-CPLV), dated as of July 20, 2020, as amended by that certain Sixth Amendment to Lease, dated as of September 30, 2020, as amended by that certain Amended and Restated Omnibus Amendment to Leases, dated as of October 27, 2020, as amended by that certain Seventh Amendment to Lease, dated as of November 18, 2020, as amended by that certain Eighth Amendment to Lease, dated as of September 3, 2021, as amended by that certain Ninth Amendment to Lease, dated as of November 1, 2021, and as amended by that certain Tenth Amendment to Lease, dated as of December 30, 2021 (collectively, as amended, the "Lease"), pursuant to which Landlord leases to Tenant, and Tenant leases from Landlord, certain real property as more particularly described in the Lease;

WHEREAS, on the date hereof, Miscellaneous Land LLC, as seller, and Ruben D. Villarreal and Nancy T. Villareal, as buyer, are closing a purchase and sale transaction under that certain Unimproved Property Contract, dated as of July 11, 2022, with respect to certain real property located in Splendora, Texas, which is described on Annex B (the "Splendora Property") (the purchase and sale of the Splendora Property is referred to herein as the "Splendora Transaction"); and

WHEREAS, the Splendora Transaction is being consummated by Landlord pursuant to Section 18.3 of the Lease; and in connection therewith, the parties hereto desire to amend the Lease as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Definitions**. Except as otherwise defined herein, all capitalized terms used herein without definition shall have the meanings applicable to such terms, respectively, as set forth in the Lease.

2. **Amendments to the Lease**. Effective as of the date hereof:

   A. Termination of the Lease as to the Splendora Property.

i. the Lease is hereby terminated with respect to the Splendora Property, the Splendora Property no longer constitutes Leased Property under the Lease, and neither Landlord nor Tenant has any further liabilities or obligations under the Lease, from and after the date hereof, in respect of the Splendora Property and the Splendora Facility (provided that any such liabilities or obligations arising prior to such date shall not be terminated, limited or affected by or upon entry into this Amendment); and

ii. the Guaranty hereby automatically, and without further action by any party, ceases to apply with respect to any Obligations (as defined in the Guaranty) with respect to the Splendora Property or the Splendora Facility to the extent arising from and after the date hereof (provided that any such Obligations arising prior to such date shall not be terminated, limited or affected by or upon entry into this Amendment). The term "Splendora Facility" refers to the applicable Facility identified as Facility 17 on the list of the Facilities annexed as Exhibit A to the Lease (prior to giving effect to the replacement of said Exhibit A pursuant to Section 2.E.i of this Amendment).

B. Rent. Landlord and Tenant hereby expressly acknowledge and agree that there shall be no reduction in the Rent under the Lease as a result of the removal of the Splendora Property from the Lease or otherwise as a result of the Splendora Transaction.

C. Variable Rent. From and after the date hereof, for purposes of any calculation of Variable Rent under the Lease, including any adjustments in Variable Rent based on increases or decreases in Net Revenue, such calculations of Net Revenue shall exclude Net Revenue attributable to the Splendora Property.

D. Splendora Transaction.

iii. Each of Landlord and Tenant hereby acknowledges and agrees that the removal of the Splendora Property from the Lease was made in connection with Landlord's conveyance of the Splendora Property pursuant to Section 18.3 of the Lease. The treatment of the Splendora Transaction hereunder is not intended to serve as a precedent for the treatment of future dispositions (if any) which may be effectuated under any applicable provision of the Lease or otherwise.

E. Revisions to Exhibits and Schedules to the Lease. The Exhibits and Schedules to the Lease are hereby amended as follows:

iv. Facilities. Exhibit A annexed to the Lease (setting forth the list of Facilities under the Lease) is hereby amended such that the Splendora Property is hereby deleted from said Exhibit A, and Exhibit A is hereby replaced with the replacement Exhibit A that is annexed hereto as Annex A.

v. Legal Description (Splendora Property). The legal descriptions with respect to the Leased Property set forth on Exhibit B annexed to the Lease is hereby amended such that the legal description with respect to the Leased Property pertaining to the Splendora Property, as set forth on Annex B attached hereto, is hereby deleted from said Exhibit B.

vi. Description of Title Policies. The list of Title Policies set forth on Exhibit J annexed to the Lease is hereby amended such that the reference thereon to the Title Policy relating solely to the Splendora Property is hereby deleted from said Exhibit J.

vii. Permitted Property Sales. The list of properties set forth on Schedule 7 annexed to the Lease is hereby amended such that the following property listed thereon is hereby deleted from said Schedule 7:

Vacant Land	Miscellaneous Land LLC	White Oak Plantation	Redbud Place Drive	Splendora	Montgomery	Texas	77372	9511-02-01100	Lot 2, Block 2

3. **No Other Modification or Amendment to the Lease**. The Lease shall remain in full force and effect except as expressly amended or modified by this Amendment. From and after the date of this Amendment, all references in the Lease to the "Lease" shall be deemed to refer to the Lease as amended by this Amendment. For the avoidance of doubt, the Lease shall continue in full force and effect with respect to the balance of the Leased Property (other than the Splendora Property as of the date hereof in accordance with Section 2 of this Amendment).

4. **Governing Law; Jurisdiction**. This Amendment shall be construed according to and governed by the laws of the jurisdiction(s) specified by the Lease without regard to its or their conflicts of law principles. The parties hereto hereby irrevocably submit to the jurisdiction of any court of competent jurisdiction located in such applicable jurisdiction in connection with any proceeding arising out of or relating to this Amendment.

5. **Counterparts**. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Facsimile and/or .pdf signatures shall be deemed to be originals for all purposes.

6. **Effectiveness**. This Amendment shall be effective, as of the date hereof, only upon execution and delivery by each of the parties hereto.

7. **Miscellaneous**. If any provision of this Amendment is adjudicated to be invalid, illegal or unenforceable, in whole or in part, it will be deemed omitted to that extent and all other provisions of this Amendment will remain in full force and effect. Neither this Amendment nor any provision hereof may be changed, modified, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The paragraph headings and captions contained in this Amendment are for convenience of reference only and in no event define, describe or limit the scope or intent of this Amendment or any of the provisions or terms hereof. This Amendment shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their duly authorized representatives, all as of the date hereof.

LANDLORD:

HORSESHOE COUNCIL BLUFFS LLC
HARRAH'S COUNCIL BLUFFS LLC
HARRAH'S METROPOLIS LLC
NEW HORSESHOE HAMMOND LLC
NEW HARRAH'S NORTH KANSAS CITY LLC
GRAND BILOXI LLC
HORSESHOE TUNICA LLC
NEW TUNICA ROADHOUSE LLC
CAESARS ATLANTIC CITY LLC
WWW PROPCO LLC
HARRAH'S LAKE TAHOE LLC
HARVEY'S LAKE TAHOE LLC
HARRAH'S RENO LLC
VEGAS DEVELOPMENT LLC
VEGAS OPERATING PROPERTY LLC
MISCELLANEOUS LAND LLC
PROPCO GULFPORT LLC
PHILADELPHIA PROPCO LLC
HARRAH'S ATLANTIC CITY LLC
NEW LAUGHLIN OWNER LLC
HARRAH'S NEW ORLEANS LLC
each, a Delaware limited liability company

By:_____
Name: David Kieske
Title: Treasurer

HORSESHOE BOSSIER CITY PROP LLC,
a Louisiana limited liability company

By:_____
Name: David Kieske
Title: Treasurer

[Signatures Continue on Following Pages]

TENANT:

CEOC, LLC, a Delaware limited liability company,
HBR REALTY COMPANY LLC, a Nevada limited liability company,
HARVEYS IOWA MANAGEMENT COMPANY LLC, a Nevada limited liability company,
SOUTHERN ILLINOIS RIVERBOAT/CASINO CRUISES LLC, an Illinois limited liability company,
HORSESHOE HAMMOND, LLC, an Indiana limited liability company,
HARRAH'S NORTH KANSAS CITY LLC, a Missouri limited liability company,
GRAND CASINOS OF BILOXI, LLC, a Minnesota limited liability company,
ROBINSON PROPERTY GROUP LLC, a Mississippi limited liability company,
TUNICA ROADHOUSE LLC, a Delaware limited liability company,
CAESARS NEW JERSEY LLC, a New Jersey limited liability company,
HARVEYS TAHOE MANAGEMENT COMPANY LLC, a Nevada limited liability company,
CASINO COMPUTER PROGRAMMING, INC., an Indiana corporation,
HARVEYS BR MANAGEMENT COMPANY, INC., a Nevada corporation,
HARRAH'S LAUGHLIN, LLC, a Nevada limited liability company,
JAZZ CASINO COMPANY, L.L.C., a Louisiana limited liability company

By:_____
Name: Bret D. Yunker
Title: Chief Financial Officer

HORSESHOE ENTERTAINMENT,
a Louisiana limited partnership

By: New Gaming Capital Partnership,
a Nevada limited partnership,
its general partner

By: Horseshoe GP, LLC,
a Nevada limited liability company,
its general partner

By:_____
Name: Bret D. Yunker
Title: Chief Financial Officer

BOARDWALK REGENCY LLC,
a New Jersey limited liability company

By: Caesars New Jersey LLC,
a New Jersey limited liability company,
its sole member

By:_____
Name: Bret D. Yunker
Title: Chief Financial Officer

HOLE IN THE WALL, LLC,
a Nevada limited liability company

By: CEOC, LLC,
a Delaware limited liability company,
its sole member

By:_____
Name: Bret D. Yunker
Title: Chief Financial Officer

CHESTER DOWNS AND MARINA, LLC,
a Pennsylvania limited liability company

By: Harrah's Chester Downs Investment Company, LLC,
its sole member

By:_____
Name: Bret D. Yunker
Title: Chief Financial Officer

HARRAH'S ATLANTIC CITY OPERATING COMPANY, LLC,
a New Jersey limited liability company

By: Caesars Resort Collection, LLC,
a Delaware limited liability company,
its sole member

By:_____
Name: Bret D. Yunker
Title: Chief Financial Officer

Acknowledged and agreed, solely for the purposes of the penultimate paragraph of Section 1.1 of the Lease:

PROPCO TRS LLC,
a Delaware limited liability company

By:_____
Name: David Kieske
Title: Treasurer

ACKNOWLEDGMENT AND AGREEMENT OF GUARANTOR

The undersigned ("Guarantor") hereby: (a) acknowledges receipt of the Eleventh Amendment to Lease (the "Amendment"; capitalized terms used herein without definition having the meanings set forth in the Amendment), dated as of August 25, 2022, by and among the entities listed on Schedule A attached thereto, as Landlord, and the entities listed on Schedule B attached thereto, as Tenant, and the other parties party thereto; (b) consents to the terms and execution thereof; (c) ratifies and reaffirms Guarantor's obligations to Landlord pursuant to the terms of that certain Guaranty of Lease, dated as of July 20, 2020 (the "Guaranty"), by and between Guarantor and Landlord, and agrees that, except as expressly set forth in Section 2.A.ii of the Amendment, nothing in the Amendment in any way impairs or lessens the Guarantor's obligations under the Guaranty; and (d) acknowledges and agrees that the Guaranty is in full force and effect and is valid, binding and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the undersigned has caused this Acknowledgment and Agreement of Guarantor to be duly executed as of August 25, 2022.

CAESARS ENTERTAINMENT, INC.

By:_____
Name: Bret D. Yunker
Title: Chief Financial Officer

Schedule A

LANDLORD ENTITIES

Horseshoe Council Bluffs LLC
Harrah's Council Bluffs LLC
Harrah's Metropolis LLC
New Horseshoe Hammond LLC
Horseshoe Bossier City Prop LLC
New Harrah's North Kansas City LLC
Grand Biloxi LLC
Horseshoe Tunica LLC
New Tunica Roadhouse LLC
Caesars Atlantic City LLC
WWW Propco LLC
Harrah's Lake Tahoe LLC
Harvey's Lake Tahoe LLC
Harrah's Reno LLC
Vegas Development LLC
Vegas Operating Property LLC
Miscellaneous Land LLC
Propco Gulfport LLC
Philadelphia Propco LLC
Harrah's Atlantic City LLC
New Laughlin Owner LLC
Harrah's New Orleans LLC

Schedule B

TENANT ENTITIES

CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.
HBR Realty Company LLC
Harveys Iowa Management Company LLC
Southern Illinois Riverboat/Casino Cruises LLC
Horseshoe Hammond, LLC
Horseshoe Entertainment
Harrah's North Kansas City LLC
Grand Casinos of Biloxi, LLC
Robinson Property Group LLC
Tunica Roadhouse LLC
Boardwalk Regency LLC
Caesars New Jersey LLC
Harveys Tahoe Management Company LLC
Casino Computer Programming, Inc.
Harveys BR Management Company, Inc.
Hole in the Wall, LLC
Chester Downs and Marina, LLC
Harrah's Atlantic City Operating Company, LLC
Harrah's Laughlin, LLC
Jazz Casino Company, L.L.C.

Annex A

EXHIBIT A

FACILITIES

No.	Property	State	Fee Owner	Operating Entity
1.	Horseshoe Council Bluffs	Iowa	Horseshoe Council Bluffs LLC	HBR Realty Company LLC Harveys BR Management Company, Inc.
2.	Harrah’s Council Bluffs	Iowa	Harrah's Council Bluffs LLC	Harveys Iowa Management Company LLC CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.
3.	Harrah’s Metropolis	Illinois	Harrah's Metropolis LLC	Southern Illinois Riverboat/Casino Cruises LLC
4.	Horseshoe Hammond	Indiana	New Horseshoe Hammond LLC	Horseshoe Hammond, LLC
5.	Horseshoe Bossier City	Louisiana	Horseshoe Bossier City Prop LLC	Horseshoe Entertainment
6.	Harrah’s North Kansas City	Missouri	New Harrah's North Kansas City LLC	Harrah’s North Kansas City LLC
7.	Harrah’s Gulf Coast (formerly known as Grand Biloxi Casino Hotel) and Biloxi Land	Mississippi	Grand Biloxi LLC	Grand Casinos of Biloxi, LLC Casino Computer Programming, Inc.
8.	Horseshoe Tunica	Mississippi and Arkansas	Horseshoe Tunica LLC	Robinson Property Group LLC

9.	Tunica Roadhouse	Mississippi	New Tunica Roadhouse LLC	Tunica Roadhouse LLC
10.	Caesars Atlantic City (includes Wild Wild West and Block 488 Parcel)	New Jersey	Caesars Atlantic City LLC Bally's Atlantic City LLC	Boardwalk Regency LLC Caesars New Jersey LLC
11.	Harrah's Lake Tahoe	Nevada	Harrah's Lake Tahoe LLC	Harveys Tahoe Management Company LLC CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.
12.	Harvey's Lake Tahoe	Nevada and California	Harvey's Lake Tahoe LLC	Harveys Tahoe Management Company LLC
13.	Reno Billboard Parcel	Nevada	Harrah's Reno LLC	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.
14.	Las Vegas Land Assemblage Properties	Nevada	Vegas Development LLC	Hole in the Wall, LLC CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.
15.	Harrah's Airplane Hangar	Nevada	Vegas Operating Property LLC	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.

16.	Land Leftover from Harrah's Gulfport	Mississippi	Propco Gulfport LLC	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.
17.	Vacant Land at Turfway Park	Kentucky	Miscellaneous Land LLC	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.
18.	Harrah's Philadelphia	Pennsylvania	Philadelphia Propco LLC	Chester Downs and Marina, LLC
19.	Harrah's Atlantic City	New Jersey	Harrah's Atlantic City LLC	Harrah's Atlantic City Operating Company, LLC
20.	Harrah's Laughlin	Nevada	New Laughlin Owner LLC	Harrah's Laughlin, LLC
21.	Harrah's New Orleans	Louisiana	Harrah's New Orleans LLC	Jazz Casino Company, L.L.C.

Annex B

Splendora Property

Lot 2, Block 2, White Oak Plantation Subdivision, Section 2, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet C, Sheet 198A, Map Records of Montgomery County, Texas.

Exhibit 31.1

CERTIFICATION PURSUANT TO RULE 13a-14(a) AND 15d-14(a)
OF THE SECURITIES EXCHANGE ACT OF 1934

I, Thomas R. Reeg, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Caesars 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 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 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 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 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.

Date: November 1, 2022

/s/ THOMAS R. REEG

Thomas R. Reeg
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION PURSUANT TO RULE 13a-14(a) AND 15d-14(a)
OF THE SECURITIES EXCHANGE ACT OF 1934

I, Bret Yunker, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Caesars 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 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 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 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 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.

Date: November 1, 2022

/s/ BRET YUNKER

Bret Yunker
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATION
of
Thomas R. Reeg
Chief Executive Officer

I, Thomas R. Reeg, Chief Executive Officer of Caesars Entertainment, Inc. (the "Company"), do hereby certify in accordance with 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

1. The Quarterly Report on Form 10-Q of the Company for the period ended September 30, 2022 (the "Periodic Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and

2. The information contained in the Periodic Report fairly represents, in all material respects, the financial condition and results of operations of the Company.

Date: November 1, 2022

/s/ THOMAS R. REEG
Thomas R. Reeg
Chief Executive Officer

Exhibit 32.2

CERTIFICATION
of
Bret Yunker
Chief Financial Officer

I, Bret Yunker, Chief Financial Officer of Caesars Entertainment, Inc. (the "Company"), do hereby certify in accordance with 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

1. The Quarterly Report on Form 10-Q of the Company for the period ended September 30, 2022 (the "Periodic Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and

2. The information contained in the Periodic Report fairly represents, in all material respects, the financial condition and results of operations of the Company.

Date: November 1, 2022

/s/ BRET YUNKER
Bret Yunker
Chief Financial Officer

Supplemental Consolidating Financial Information
Caesars Resort Collection, LLC
(Unaudited)

Exhibit. Supplemental Consolidating Financial Information

The following tables present the consolidating condensed balance sheets as of September 30, 2022 and December 31, 2021, consolidating condensed statements of operations for the three and nine months ended September 30, 2022 and 2021, cash flows for the nine months ended September 30, 2022 and 2021, and Adjusted EBITDA for the three and nine months ended September 30, 2022 of Caesars Resort Collection, LLC ("CRC"), as it consolidates into CEI as a wholly-owned subsidiary. "Other Operations, Eliminations" presents the operations of CEI's other subsidiaries, including eliminations of intercompany transactions.

The consolidating condensed balance sheets as of September 30, 2022 and December 31, 2021 are as follows:

	September 30, 2022			December 31, 2021		
(In millions)	**CRC**	**Other Operations, Eliminations**	**CEI Consolidated**	**CRC**	**Other Operations, Eliminations**	**CEI Consolidated**
ASSETS						
CURRENT ASSETS:						
Cash and cash equivalents	$ 443	$ 501	$ 944	$ 508	$ 562	$ 1,070
Restricted cash and investments	21	115	136	13	306	319
Accounts receivable, net	368	138	506	369	103	472
Inventories	32	14	46	30	12	42
Prepayments and other current assets	196	108	304	189	101	290
Assets held for sale	—	—	—	—	3,771	3,771
Total current assets	1,060	876	1,936	1,109	4,855	5,964
Investments in and advances to unconsolidated affiliates	—	96	96	—	158	158
Property and equipment, net	11,571	3,021	14,592	11,688	2,913	14,601
Gaming rights and other intangibles, net	3,199	1,580	4,779	3,255	1,665	4,920
Goodwill	9,014	2,068	11,082	9,014	2,062	11,076
Other assets, net	1,528	(419)	1,109	1,500	(188)	1,312
Total assets	$ 26,372	$ 7,222	$ 33,594	$ 26,566	$ 11,465	$ 38,031
LIABILITIES AND STOCKHOLDERS' EQUITY						
CURRENT LIABILITIES:						
Accounts payable	$ 157	$ 143	$ 300	$ 175	$ 79	$ 254
Accrued interest	104	125	229	118	202	320
Accrued other liabilities	1,031	796	1,827	1,053	920	1,973
Due to affiliates	799	(799)	—	601	(601)	—
Current portion of long-term debt	67	3	70	67	3	70
Liabilities related to assets held for sale	—	—	—	—	2,680	2,680
Total current liabilities	2,158	268	2,426	2,014	3,283	5,297
Long-term financing obligation	11,321	1,244	12,565	11,191	1,233	12,424
Long-term debt	6,068	6,789	12,857	6,861	6,861	13,722
Long-term debt to related party	15	(15)	—	15	(15)	—
Deferred income taxes	1,567	(585)	982	1,555	(444)	1,111
Other long-term liabilities	447	425	872	524	412	936
Total liabilities	21,576	8,126	29,702	22,160	11,330	33,490
STOCKHOLDERS' EQUITY:						
Caesars stockholders' equity	4,783	(945)	3,838	4,395	85	4,480
Noncontrolling interests	13	41	54	11	50	61
Total stockholders' equity	4,796	(904)	3,892	4,406	135	4,541
Total liabilities and stockholders' equity	$ 26,372	$ 7,222	$ 33,594	$ 26,566	$ 11,465	$ 38,031

Supplemental Consolidating Financial Information
Caesars Resort Collection, LLC
(Unaudited)

The consolidating condensed statements of operations for the three months ended September 30, 2022 and 2021 are as follows:

	Three Months Ended September 30, 2022			Three Months Ended September 30, 2021		
(In millions)	**CRC**	**Other Operations, Eliminations**	**CEI Consolidated**	**CRC**	**Other Operations, Eliminations**	**CEI Consolidated**
REVENUES:						
Casino and pari-mutuel commissions	$ 1,017	$ 588	$ 1,605	$ 1,042	$ 468	$ 1,510
Food and beverage	351	60	411	295	52	347
Hotel	457	87	544	423	88	511
Other	282	45	327	283	34	317
Net revenues	2,107	780	2,887	2,043	642	2,685
EXPENSES:						
Casino and pari-mutuel commissions	470	368	838	464	366	830
Food and beverage	200	40	240	175	35	210
Hotel	116	26	142	104	26	130
Other	98	7	105	109	5	114
General and administrative	363	166	529	326	160	486
Corporate	62	1	63	70	16	86
Depreciation and amortization	226	78	304	218	58	276
Transaction costs and other operating costs	5	2	7	14	7	21
Total operating expenses	1,540	688	2,228	1,480	673	2,153
Operating income	567	92	659	563	(31)	532
OTHER EXPENSE:						
Interest expense, net	(402)	(167)	(569)	(421)	(158)	(579)
Loss on extinguishment of debt	(33)	—	(33)	(107)	(10)	(117)
Other income (loss)	—	4	4	(1)	(152)	(153)
Total other expense	(435)	(163)	(598)	(529)	(320)	(849)
Income (loss) from continuing operations before income taxes	132	(71)	61	34	(351)	(317)
Benefit (provision) for income taxes	(13)	5	(8)	(1)	91	90
Net income (loss) from continuing operations, net of income taxes	119	(66)	53	33	(260)	(227)
Discontinued operations, net of income taxes	—	—	—	10	(14)	(4)
Net income (loss)	119	(66)	53	43	(274)	(231)
Net loss attributable to noncontrolling interests	—	(1)	(1)	(1)	(1)	(2)
Net income (loss) attributable to Caesars	$ 119	$ (67)	$ 52	$ 42	$ (275)	$ (233)

Supplemental Consolidating Financial Information
Caesars Resort Collection, LLC
(Unaudited)

The consolidating condensed statements of operations for the nine months ended September 30, 2022 and 2021 are as follows:

	Nine Months Ended September 30, 2022			Nine Months Ended September 30, 2021		
(In millions)	**CRC**	**Other Operations, Eliminations**	**CEI Consolidated**	**CRC**	**Other Operations, Eliminations**	**CEI Consolidated**
REVENUES:						
Casino and pari-mutuel commissions	$ 3,000	$ 1,446	$ 4,446	$ 2,979	$ 1,329	$ 4,308
Food and beverage	987	185	1,172	677	120	797
Hotel	1,241	205	1,446	930	192	1,122
Other	818	118	936	669	83	752
Net revenues	6,046	1,954	8,000	5,255	1,724	6,979
EXPENSES:						
Casino and pari-mutuel commissions	1,397	1,330	2,727	1,339	772	2,111
Food and beverage	564	120	684	401	83	484
Hotel	321	70	391	256	61	317
Other	277	21	298	250	12	262
General and administrative	1,034	511	1,545	896	388	1,284
Corporate	204	4	208	171	57	228
Depreciation and amortization	671	239	910	676	166	842
Transaction costs and other operating costs	14	(28)	(14)	51	62	113
Total operating expenses	4,482	2,267	6,749	4,040	1,601	5,641
Operating income	1,564	(313)	1,251	1,215	123	1,338
OTHER EXPENSE:						
Interest expense, net	(1,184)	(496)	(1,680)	(1,255)	(479)	(1,734)
Loss on extinguishment of debt	(33)	—	(33)	(107)	(33)	(140)
Other income (loss)	24	29	53	(5)	(171)	(176)
Total other expense	(1,193)	(467)	(1,660)	(1,367)	(683)	(2,050)
Income (loss) from continuing operations before income taxes	371	(780)	(409)	(152)	(560)	(712)
Benefit (provision) for income taxes	(54)	101	47	71	96	167
Net income (loss) from continuing operations, net of income taxes	317	(679)	(362)	(81)	(464)	(545)
Discontinued operations, net of income taxes	(2)	(384)	(386)	(22)	(16)	(38)
Net income (loss)	315	(1,063)	(748)	(103)	(480)	(583)
Net loss attributable to noncontrolling interests	(1)	(2)	(3)	(2)	—	(2)
Net income (loss) attributable to Caesars	$ 314	$ (1,065)	$ (751)	$ (105)	$ (480)	$ (585)

Supplemental Consolidating Financial Information
Caesars Resort Collection, LLC
(Unaudited)

The consolidating condensed statements of cash flows for the nine months ended September 30, 2022 and 2021 are as follows:

	Nine Months Ended September 30, 2022			Nine Months Ended September 30, 2021		
(In millions)	**CRC**	**Other Operations, Eliminations**	**CEI Consolidated**	**CRC**	**Other Operations, Eliminations**	**CEI Consolidated**
CASH FLOWS FROM OPERATING ACTIVITIES:						
Net cash provided by (used in) operating activities	$ 1,328	$ (859)	$ 469	$ 1,729	$ (755)	$ 974
CASH FLOWS FROM INVESTING ACTIVITIES:						
Purchase of property and equipment, net	(463)	(254)	(717)	(189)	(124)	(313)
Acquisition of William Hill, net of cash acquired	—	—	—	—	(1,551)	(1,551)
Purchase of additional interest in Horseshoe Baltimore, net of cash consolidated	—	—	—	—	(5)	(5)
Acquisition of gaming rights and trademarks	(11)	—	(11)	(262)	(20)	(282)
Proceeds from sale of businesses, property and equipment, net of cash sold	4	17	21	289	420	709
Proceeds from the sale of investments	—	121	121	—	206	206
Proceeds from insurance related to property damage	—	36	36	—	44	44
Investments in unconsolidated affiliates	—	—	—	—	(39)	(39)
Net cash used in investing activities	(470)	(80)	(550)	(162)	(1,069)	(1,231)
CASH FLOWS FROM FINANCING ACTIVITIES:						
Proceeds from long-term debt and revolving credit facilities	750	—	750	108	1,200	1,308
Repayments of long-term debt and revolving credit facilities	(1,667)	(94)	(1,761)	(1,048)	(77)	(1,125)
Cash paid to settle convertible notes	—	—	—	—	(367)	(367)
Financing obligation payments	(1)	—	(1)	—	—	—
Transactions with parent	—	—	—	(117)	117	—
Debt issuance and extinguishment costs	—	—	—	—	(42)	(42)
Taxes paid related to net share settlement of equity awards	—	(26)	(26)	—	(33)	(33)
Net cash used in financing activities	(918)	(120)	(1,038)	(1,057)	798	(259)
CASH FLOWS FROM DISCONTINUED OPERATIONS:						
Net cash provided by (used in) discontinued operations	—	368	368	(18)	(899)	(917)
Change in cash, cash equivalents, and restricted cash classified as assets held for sale	—	—	—	—	10	10
Effect of foreign currency exchange rates on cash	—	(29)	(29)	—	31	31
Increase (decrease) in cash, cash equivalents and restricted cash	(60)	(720)	(780)	492	(1,884)	(1,392)
Cash, cash equivalents and restricted cash, beginning of period	527	1,494	2,021	411	3,869	4,280
Cash, cash equivalents and restricted cash, end of period	$ 467	$ 774	$ 1,241	$ 903	$ 1,985	$ 2,888

Supplemental Consolidating Financial Information
Caesars Resort Collection, LLC
(Unaudited)

The reconciliations of net income (loss) attributable to Caesars to Adjusted EBITDA for the three and nine months ended September 30, 2022 are as follows:

	Three Months Ended September 30, 2022			Nine Months Ended September 30, 2022		
(In millions)	**CRC**	**Other Operations, Eliminations**	**CEI Consolidated**	**CRC**	**Other Operations, Eliminations**	**CEI Consolidated**
Net income (loss) attributable to Caesars	$ 119	$ (67)	$ 52	$ 314	$ (1,065)	$ (751)
Net income attributable to noncontrolling interests	—	1	1	1	2	3
Discontinued operations, net of income taxes	—	—	—	2	384	386
Provision (benefit) for income tax	13	(5)	8	54	(101)	(47)
Other (income) loss	—	(4)	(4)	(24)	(29)	(53)
Loss on extinguishment of debt	33	—	33	33	—	33
Interest expense	402	167	569	1,184	496	1,680
Depreciation and amortization	226	78	304	671	239	910
Transaction costs and other operating costs	5	2	7	14	(28)	(14)
Stock-based compensation expense	26	—	26	77	—	77
Other items	12	4	16	33	29	62
Adjusted EBITDA	$ 836	$ 176	$ 1,012	$ 2,359	$ (73)	$ 2,286