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

FORM 8-K

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

June 8, 2016 (June 7, 2016)
Date of Report (Date of earliest event reported)

Caesars Entertainment Corporation
(Exact name of registrant as specified in its charter)

Delaware
(State of Incorporation)

001-10410
(Commission
File Number)

62-1411755
(IRS Employer
Identification Number)

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

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

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into Material Definitive Agreement.

Subsidiary Guaranteed Notes Restructuring Support Agreement

On June 7, 2016, Caesars Entertainment Corporation (“CEC”), Caesars Entertainment Operating Company, Inc., a majority owned subsidiary of CEC (“CEOC” and, with its debtor subsidiaries, the “Debtors” and, together with CEC, the “Caesars Parties”), and certain holders (the “Consenting SGN Creditors”) of claims in respect of CEOC’s 10.75% senior unsecured notes due 2016 and 10.75% / 11.5% senior toggle notes due 2018 (collectively, the “Subsidiary Guaranteed Notes” and, the claims with respect thereto, the “SGN Claims”) entered into a Restructuring Support and Forbearance Agreement, dated as of June 6, 2016 (the “SGN RSA”), with respect to restructuring CEOC’s indebtedness (the “Restructuring”) in accordance with the terms of the term sheet attached as Exhibit A and incorporated into the SGN RSA (the “SGN Term Sheet”). The SGN RSA will become effective upon the signing of the SGN RSA by creditors holding at least 66.7% of the SGN Claims on or before June 30, 2016, which condition may be extended or waived in accordance with the SGN RSA (the “Agreement Effective Date”). All capitalized terms not defined in this description of the SGN RSA have the meanings ascribed to such terms in the SGN RSA.

The Consenting SGN Creditors agreed to, among other things, (a) support the Restructuring and vote all their SGN Claims in favor of the joint pre-negotiated chapter 11 plan of reorganization of the Debtors (the “CEOC Plan”) and, if applicable, a joint pre-negotiated chapter 11 plan of reorganization of CEC (the “CEC Plan”) and, together with the CEOC Plan, the “Plans”), (b) instruct the trustee under the indenture governing the Subsidiary Guaranteed Notes (the “Trustee”) to seek a mutually agreeable stay with CEC with respect to *Wilmington Trust, N.A., solely in its capacity as successor Indenture Trustee for the 10.75% Notes due 2016 v. Caesars Entertainment Corporation, Case No. 15-cv-08280 (S.D.N.Y.)* (the “Wilmington Trust Case”), (c) instruct the Trustee to support any motion filed by the Debtors seeking an order temporarily enjoining all or some of the Caesars Cases (a “105 Injunction Order”), (d) not take any actions materially inconsistent with the transactions contemplated by the SGN RSA, (e) not transfer their SGN Claims unless the transferee agrees to be bound by the terms of the SGN RSA and (f) forbear from exercising certain default-related rights and remedies under the indenture governing the Subsidiary Guaranteed Notes. Pursuant to the SGN RSA, the Consenting SGN Creditors, on the one hand, and the Caesars Parties, on the other hand, agreed not to commence any litigation or interpose any claim arising from or in any way related to the Subsidiary Guaranteed Notes against the Caesars Parties, or the Trustee or any Consenting SGN Creditor, respectively.

The Caesars Parties also agreed to, among other things, (a) promptly amend the most recently filed CEOC Plan to reflect the terms of the SGN RSA and the SGN Term Sheet, (b) support and complete the Restructuring and all transactions contemplated under the SGN RSA and SGN Term Sheet, (c) use commercially reasonable efforts to enter into restructuring support agreements with other creditor constituencies of CEOC, each of which will not adversely affect the recoveries of holders of SGN Claims or impair CEOC’s ability to provide recoveries to holders of SGN Claims as contemplated by the SGN RSA and (d) pay certain fees and expenses of the Trustee and Consenting SGN Creditors.

The Consenting SGN Creditors holding greater than two-thirds of the aggregate amount of all SGN Claims held by the Consenting SGN Creditors (the “Requisite Consenting SGN Creditors”) may terminate the SGN RSA if, among other things, (a) the CEOC Plan is amended in a way that adversely affects the recoveries available to the holders of SGN Claims as contemplated in the SGN RSA and SGN Term Sheet, (b) the waiver in the CEOC Plan by certain first lien parties of turnover rights pursuant to the SGN Intercreditor Agreement, as provided for in the SGN Term Sheet, is amended or modified in any way, (c) any of the classes comprising the First Lien Notes Claims and Prepetition Credit Agreements Claims do not vote to accept the CEOC Plan, (d) the Caesars Parties have not entered into a restructuring support agreement with the Unsecured Creditors’ Committee by June 30, 2016, which agreement and any plan contemplated therein is entered into in accordance with the SGN RSA or (e) the Effective Date has not occurred by October 31, 2017, subject to mutually agreeable extension under the terms of the SGN RSA (the “Outside Date”).

The SGN RSA may be terminated by CEOC if, among other things, (a) required in the exercise of CEOC’s fiduciary duties as set forth in the SGN RSA or (b) the Effective Date has not occurred by the Outside Date. The SGN RSA may be terminated by CEC if, among other things, (w) required in the exercise of CEC’s fiduciary duties as set forth in the SGN RSA, (x) the Effective Date has not occurred by the Outside Date, (y) the Wilmington Trust Case is not stayed within five days of the Agreement Effective Date or (z) a 105 Injunction Order satisfactory to CEC is not in effect following June 15, 2016.

Pursuant to the SGN Term Sheet, regardless of whether holders of SGN Claims vote to accept or reject the CEOC Plan, on the Effective Date, each holder of an SGN Claim will receive its pro rata share of (i) \$116,810,000 in New CEC Convertible Notes and (ii) 4.122% of New CEC Common Equity on a fully-diluted basis (giving effect to the issuance of the New CEC Convertible Notes but not taking into account any dilution from any New CEC Capital Raise). In addition, to the extent CEOC is successful in its objections relating to claims for unmatured interest asserted by the indenture trustees for holders of claims in respect of CEOC's second lien notes [Docket No. 3915], and certain classes of creditors receive an increased recovery as a result under the CEOC Plan, the recovery for holders of SGN Claims will increase by the same percentage and the "Reduced Claim Adjustment" under the CEOC Plan for holders of Second Lien Note Claims will be further adjusted accordingly. Further, in the CEOC Plan, holders of First Lien Notes Claims and Prepetition Credit Agreement Claims, and their respective trustees and/or agents, will waive their rights to turnover under the Subsidiary Guaranteed Notes Intercreditor Agreement.

The foregoing description of the SGN RSA does not purport to be complete and is qualified in its entirety by reference to the SGN RSA and its exhibits including the SGN Term Sheet, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Caesars Restructuring Support, Settlement and Contribution Agreement

On June 7, 2016, CEOC and CEC entered into a Restructuring Support, Settlement and Contribution Agreement (the "Caesars RSA") with respect to the Restructuring, including the merger of Caesars Acquisition Company ("CAC") with and into CEC (the surviving entity, "New CEC"). All capitalized terms not defined in this description of the Caesars RSA have the meanings ascribed to such terms in the Caesars RSA.

Pursuant to the Caesars RSA, CEC agreed to, among other things, support the Restructuring, negotiate definitive documentation in furtherance thereof and not take actions that would interfere with the Restructuring. In addition, CEC agreed to take, and cause its controlled subsidiaries (other than CEOC) to take, all actions necessary or appropriate to consummate the CEOC Plan, including, among other things: (a) the issuance of \$1.0 billion of New CEC Convertible Notes, (b) the issuance of up to 52.7% of the New CEC Common Equity (which includes the New CEC Common Equity issuable pursuant to the New CEC Convertible Notes), (c) the commencement and consummation of any New CEC Capital Raise to fund New CEC's contributions to the CEOC Plan, (d) the negotiation of and entry into a definitive Merger Agreement (which may be an amendment to the Merger Agreement, dated as of December 21, 2014, between CEC and CAC), along with an agreement by the Sponsors to approve the Merger (the "Sponsor Agreement"), no later than June 30, 2016, (e) the New CEC OpCo Stock Purchase for \$700.0 million in cash and the New CEC PropCo Common Stock Purchase, if applicable, for \$91.0 million in cash, (f) the contribution and/or distribution of cash to fund the closing of the Restructuring, (g) negotiation of, and entry into, various agreements contemplated by the CEOC Plan and (h) establishment of the composition of the New CEC board of directors.

Pursuant to the Caesars RSA, CEOC agreed to, among other things, support the Restructuring, negotiate definitive documentation in furtherance thereof and not take any actions that would interfere with the Restructuring. In addition, CEOC agreed to use its reasonable best efforts to obtain a 105 Injunction Order reasonably acceptable to CEC no later than June 15, 2016.

CEOC may terminate the Caesars RSA based on, among other things, (a) CEOC's exercise of its fiduciary duties as set forth in the Caesars RSA, (b) CAC's failure to execute a joinder to the Caesars RSA by June 17, 2016, (c) CEC and CAC failing to execute a Merger Agreement or to obtain the Sponsor Agreement, in each case, reasonably acceptable to CEOC by June 30, 2016 or (d) the Effective Date has not occurred by December 31, 2017.

CEC may terminate the Caesars RSA based on, among other things, (a) CEC's exercise of its fiduciary duties as set forth in the Caesars RSA, (b) the CEOC Disclosure Statement not being approved by June 30, 2016, (c) the CEOC Confirmation Order not being entered by January 31, 2017, (d) CAC failing to execute a joinder to the Caesars RSA by June 17, 2016, (e) if either class comprised of the Prepetition Credit Agreements Claims or the Secured First Lien Notes Claims do not vote to accept the CEOC Plan or (f) the Effective Date not occurring by December 31, 2017. In addition, the Caesars RSA will terminate automatically, unless waived by CEC, if (x) on June 22, 2016, a 105 Injunction Order was not entered by June 15, 2016 or (y) five business days after a 105 Injunction Order ceases to be in effect.

The foregoing description of the Caesars RSA does not purport to be complete and is qualified in its entirety by reference to the Caesars RSA and its exhibits, which is filed as Exhibit 10.2 hereto and incorporated herein by reference.

Important Additional Information

On December 21, 2014, CEC and CAC entered into an Agreement and Plan of Merger (the “Merger Agreement”), pursuant to which, among other things, CAC will merge with and into CEC, with CEC as the surviving company (the “Merger”). In connection with the Merger, CEC and CAC will file with the Securities and Exchange Commission (the “SEC”) a Registration Statement on Form S-4 that will include a joint information statement/prospectus, as well as other relevant documents concerning the proposed transaction. Stockholders are urged to read the Registration Statement and joint information statement/prospectus regarding the Merger when it becomes available and any other relevant documents filed with the SEC, as well as any amendments or supplements to those documents, because they will contain important information. You will be able to obtain a free copy of such joint information statement/prospectus, as well as other filings containing information about CEC and CAC, at the SEC’s website (www.sec.gov), from CEC Investor Relations (investors.caesars.com) or from CAC Investor Relations (investors.caesarsacquisitioncompany.com).

Forward-Looking Statements

This filing contains or may contain “forward-looking statements” intended to qualify for the safe harbor from liability established by the Private Securities Litigation Reform Act of 1995. You can identify these statements by the fact that they do not relate strictly to historical or current facts. These statements contain words such as “may,” “will,” “contemplated,” “might,” “expect,” “intend,” “could,” “would” or “estimate,” or the negative of these words or other words or expressions of similar meaning may identify forward-looking statements and are found at various places throughout this Form 8-K. These forward-looking statements, including, without limitation, those relating to the Restructuring, wherever they occur in this filing, are based on CEC management’s current expectations about future events and are necessarily estimates reflecting the best judgment of management and involve a number of risks and uncertainties that could cause actual results to differ materially from those suggested by the forward-looking statements.

Investors are cautioned that forward-looking statements are not guarantees of future performance or results and involve risks and uncertainties that cannot be predicted or quantified, and, consequently, actual results may differ materially from those expressed or implied by such forward-looking statements. Such risks and uncertainties include, but are not limited to, the following factors, as well as other factors described from time to time in CEC’s reports filed with the SEC (including the sections entitled “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” contained therein):

- The outcome of currently pending or threatened litigation and demands for payment by certain creditors and by the National Retirement Fund against CEC;
- The effects of CEOC’s bankruptcy filing on CEOC and its subsidiaries and affiliates, including CEC and CAC, and the interest of various creditors, equity holders, and other constituents;
- CEC’s limited cash balances and sources of available cash, including CEC’s ability (or inability) to secure additional liquidity to meet its ongoing obligations and its commitments to support the CEOC restructuring as necessary and CEC’s financial obligations exceeding or becoming due earlier than what is currently forecast;
- The ability to retain key employees during the Restructuring;
- The event that the Restructuring Support and Forbearance Agreements (“RSAs”) may not be consummated in accordance with their terms, or persons not party to the RSAs may successfully challenge the implementation thereof;

- The length of time CEOC will operate in the Chapter 11 cases and CEOC's failure to comply with the milestones previously provided by the RSAs or that may be included in other agreements relating to the Restructuring;
- Risks associated with third party motions in the Chapter 11 cases, which may hinder or delay CEOC's ability to consummate the Restructuring as contemplated by the RSAs;
- Adverse effects of Chapter 11 proceedings on CEC's liquidity or results of operations;
- the Merger may not be consummated or one or more events, changes or other circumstances that could occur that could give rise to the termination of the Merger Agreement;
- The effects of local and national economic, credit, and capital market conditions on the economy, in general, and on the gaming industry, in particular;
- The ability to realize the expense reductions from our cost savings programs;
- The financial results of our consolidated businesses;
- The impact of our substantial indebtedness and the restrictions in our debt agreements;
- Access to available and reasonable financing on a timely basis, including the ability of CEC to refinance its indebtedness on acceptable terms;
- The ability of our customer tracking, customer loyalty, and yield management programs to continue to increase customer loyalty and same-store or hotel sales;
- Changes in laws, including increased tax rates, smoking bans, regulations or accounting standards, third-party relations and approvals, and decisions, disciplines and fines of courts, regulators and governmental bodies;
- Our ability to recoup costs of capital investments through higher revenues;
- Abnormal gaming holds ("gaming hold" is the amount of money that is retained by the casino from wagers by customers);
- The effects of competition, including locations of competitors, competition for new licenses, and operating and market competition;
- The ability to timely and cost-effectively integrate companies that we acquire into our operations;
- The potential difficulties in employee retention and recruitment as a result of our substantial indebtedness or any other factor;
- Construction factors, including delays, increased costs of labor and materials, availability of labor and materials, zoning issues, environmental restrictions, soil and water conditions, weather and other hazards, site access matters, and building permit issues;
- Litigation outcomes and judicial and governmental body actions, including gaming legislative action, referenda, regulatory disciplinary actions, and fines and taxation;
- Acts of war or terrorist incidents, severe weather conditions, uprisings or natural disasters, including losses therefrom, losses in revenues and damage to property, and the impact of severe weather conditions on our ability to attract customers to certain of our facilities;

- The effects of environmental and structural building conditions relating to our properties; and
- Access to insurance on reasonable terms for our assets; and the impact, if any, of unfunded pension benefits under multi-employer pension plans.

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

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits. The following exhibits are being filed herewith:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Restructuring Support and Forbearance Agreement, dated as of June 6, 2016, among Caesars Entertainment Operating Company, Inc., on behalf of itself and each of the debtors in the Chapter 11 Cases, Caesars Entertainment Corporation and each of the holders of SGN Claims party thereto.
10.2	Restructuring Support, Settlement and Contribution Agreement, dated as of June 7, 2016, among Caesars Entertainment Operating Company, Inc., on behalf of itself, each of the debtors in the Chapter 11 Cases and its other direct and indirect subsidiaries and Caesars Entertainment Corporation.

SIGNATURES

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

CAESARS ENTERTAINMENT CORPORATION

Date: June 8, 2016

By: /s/ Scott E. Wiegand

Name: Scott E. Wiegand

Title: Senior Vice President, Deputy General Counsel and Corporate Secretary

EXHIBIT INDEX

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10.2	Restructuring Support, Settlement and Contribution Agreement, dated as of June 7, 2016, among Caesars Entertainment Operating Company, Inc., on behalf of itself, each of the debtors in the Chapter 11 Cases and its other direct and indirect subsidiaries and Caesars Entertainment Corporation.

THIS AGREEMENT IS NOT, AND SHALL NOT BE DEEMED, A SOLICITATION FOR CONSENTS TO ANY PLAN PURSUANT TO SECTIONS 1125 AND 1126 OF THE BANKRUPTCY CODE OR A SOLICITATION TO TENDER OR EXCHANGE OF ANY OF THE NOTES OR BONDS ISSUED PURSUANT TO THE SGN INDENTURE. EACH CONSENTING SGN CREDITOR'S VOTE ON THE PLANS SHALL NOT BE SOLICITED UNTIL THE CONSENTING SGN CREDITORS HAVE RECEIVED THE DISCLOSURE STATEMENTS AND RELATED BALLOT(S), AS APPROVED BY THE BANKRUPTCY COURT

RESTRUCTURING SUPPORT AND FORBEARANCE AGREEMENT

This Restructuring Support and Forbearance Agreement dated as of June 6, 2016 (as amended, supplemented, or otherwise modified from time to time, this "Agreement"), among: (i) Caesars Entertainment Operating Company, Inc. ("CEOC"), on behalf of itself and each of the debtors in the Chapter 11 Cases (collectively, the "Company"), (ii) Caesars Entertainment Corporation ("CEC," and together with the Company, the "Caesars Parties"), and (iii) each of the undersigned noteholders, each of which is the holder of, or the investment advisor or the investment manager to a holder or holders of SGN Claims (as defined below) (and in such capacity having the power to bind such holder with respect to any SGN Claims identified on its signature page hereto) (including any permitted assignees under this Agreement, collectively, the "Consenting SGN Creditors," and together with the Caesars Parties, each referred to as a "Party" and collectively referred to as the "Parties"). All capitalized terms not defined herein shall have the meanings ascribed to them in the May 27 CEOC Plan (as defined below).

RECITALS:

WHEREAS, before the date hereof, the Parties and their representatives have engaged in arm's-length, good-faith negotiations regarding a potential restructuring of the Company's indebtedness and other obligations pursuant to the terms and conditions of this Agreement and the terms and conditions set forth on the term sheet attached hereto (the "Restructuring") (which term sheet is expressly incorporated by reference herein and made a part of this Agreement as if fully set forth herein (as such term sheet may be modified in accordance with Section 15 hereof, the "Restructuring Term Sheet"));

WHEREAS, if effected, the Restructuring will resolve all SGN Claims between the Consenting SGN Creditors and the Caesars Parties, including any litigation-related claims against the Company and CEC that arise from SGN Debt;

WHEREAS, the Restructuring will be implemented through the Plans (as defined below); and

WHEREAS, the Parties have agreed to take certain actions in support of the Restructuring on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which each of the Parties hereby acknowledges, each Party, intending to be legally bound hereby, agrees as follows:

1. Definitions; Rules of Construction.

(a) Definitions. The following terms shall have the following definitions:

“105 Injunction Order” means an order of the Bankruptcy Court or any other court of competent jurisdiction temporarily enjoining all or some of the Caesars Cases.

“Additional Consideration” means any consideration provided by or on behalf of the Caesars Parties or their Affiliates in connection with the Restructuring or entry into this Agreement to any holder of SGN Debt in its capacity as such, that exceeds or is superior to that contemplated by this Agreement, including, without limitation, the granting of any guaranty, and/or the allocation of any rights or opportunities (whether investment, commercial, management, advisory or otherwise) related to the Company or the Restructuring.

“Affiliate” means, with respect to any Person, any other Person (whether now or hereinafter in existence) which directly or indirectly controls, or is under common control with, or is controlled by, such Person. As used in this definition, “control” (including, with its correlative meanings, “controlled by” and “under common control with”) shall mean, with respect to any Person, the possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise or through intermediaries) of such Person.

“Agreement” has the meaning set forth in the preamble hereof.

“Agreement Effective Date” has the meaning set forth in Section 15(f) hereof.

“Alternative Proposal” means any plan of reorganization or liquidation, proposal, offer, transaction, dissolution, winding up, liquidation, reorganization, merger, consolidation, business combination, joint venture, partnership, sale of material assets or equity interests or restructuring (other than the Restructuring) involving CEC or the Company and its controlled subsidiaries.

“Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§101 *et seq.*

“Bankruptcy Court” means the United States Bankruptcy Court for the Northern District of Illinois and whichever court of competent jurisdiction in which a chapter 11 case commenced by a CEC Bankruptcy Event to which CEC has not consented, if any, is filed. For the avoidance of doubt, any CEC Chapter 11 Case commenced by CEC shall be filed in the United States Bankruptcy Court for the Northern District of Illinois and CEC shall move to transfer venue of any chapter 11 case commenced by a CEC Bankruptcy Event to which CEC has not consented to the United States Bankruptcy Court for the Northern District of Illinois.

“Business Day” means any day other than Saturday, Sunday, and any day that is a legal holiday or a day on which banking institutions in New York, New York are authorized by law or other governmental action to close.

“Caesars Cases” means the cases captioned (a) *Wilmington Savings Fund Society, FSB, solely in its capacity as successor Indenture Trustee for the 10% Second-Priority Senior Secured Notes due 2018, on behalf of itself and derivatively on behalf of Caesars Entertainment Operating Company, Inc. v. Caesars Entertainment Corporation, et. al.*, Case No. 10004-VCG (Del. Ch.), (b) *MeehanCombs Global Credit Opportunities Master Fund, LP, et. al. v. Caesars Entertainment Corporation and Caesars Entertainment Operating Company, Inc.*, No. 14-cv-7097 (S.D.N.Y.), (c) *Frederick Barton Danner v. Caesars Entertainment Corporation and Caesars Entertainment Operating Company, Inc.*, No. 14-cv-7973 (S.D.N.Y.), (d) *BOKF, N.A., solely in its capacity as successor Indenture Trustee for the 12.75% Second-Priority Senior Secured Notes due 2018 v. Caesars Entertainment Corporation*, Case No. 15-cv-01561 (S.D.N.Y.), (e) *UMB Bank, N.A. solely in its capacity as Indenture Trustee under those certain indentures, dated as of June 10, 2009, governing Caesars Entertainment Operating Company, Inc.’s 11.25% Notes due 2017; dated as of February 14, 2012, governing Caesars Entertainment Operating Company, Inc.’s 8.5% Senior Secured Notes due 2020; dated August 22, 2012, governing Caesars Entertainment Operating Company, Inc.’s 9% Senior Secured Notes due 2020; dated February 15, 2013, governing Caesars Entertainment Operating Company, Inc.’s 9% Senior Secured Notes due 2020 v. Caesars Entertainment Corporation*, Case No. 15-cv-04634 (S.D.N.Y.), (f) *Wilmington Trust, N.A., solely in its capacity as successor Indenture Trustee for the 10.75% Notes due 2016 v. Caesars Entertainment Corporation*, Case No. 15-cv-08280 (S.D.N.Y.), and (g) all claims in, and causes of action relating to, the Caesars Cases otherwise described in clauses (a)–(f) above.

“Caesars Parties” has the meaning set forth in the preamble hereof.

“CEC” has the meaning set forth in the preamble hereof.

“CEC Bankruptcy Event” means the filing against CEC of an involuntary bankruptcy petition.

“CEC Chapter 11 Case” means, if applicable, a voluntary chapter 11 case filed by CEC or a chapter 11 case commenced by a CEC Bankruptcy Event to which CEC has consented.

“CEC Confirmation Order” means, if applicable, entry by the Bankruptcy Court of an order confirming a CEC Plan that is materially consistent with the Agreement and the Restructuring Term Sheet and otherwise reasonably satisfactory to the Requisite Consenting SGN Creditors and CEC

“CEC Disclosure Statement” means, if applicable, CEC’s disclosure statement, including any exhibits, appendices, related documents, ballots, and procedures related to the solicitation of votes to accept or reject a CEC Plan, in each case, as amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof, in respect of a CEC Plan and that is prepared and distributed in accordance with, among other things, sections 1125, 1126(b), and 1145 of the Bankruptcy Code, Rule 3018 of the Federal Rules of Bankruptcy

Procedure, and other applicable law, each of which shall be materially consistent with this Agreement and the Restructuring Term Sheet and shall otherwise be reasonably acceptable to the Requisite Consenting SGN Creditors (as evidenced by their written approval, which approval may be conveyed in writing by electronic mail) and CEC.

“CEC Petition Date” means, if applicable, the date on which CEC commences a CEC Chapter 11 Case.

“CEC Plan” means, if applicable, a chapter 11 plan of reorganization for CEC through which the Restructuring may be effected (as amended, supplemented, or otherwise modified from time to time), and which must be materially consistent with this Agreement and the Restructuring Term Sheet and shall otherwise be reasonably acceptable to the Requisite Consenting SGN Creditors (as evidenced by their written approval, which approval may be conveyed in writing by electronic mail) and CEC.

“CEC Termination Event” has the meaning set forth in Section 11 hereof.

“CEC Transactions” means the transactions consummated pursuant to, in contemplation of, or in connection with (a) the Amended and Restated Credit Agreement, dated as of November 14, 2012, among CEOC, as borrower, and CEC, as lenders, and (b) the Global Intercompany Note, dated as of January 28, 2008, among CEC and certain Affiliates.

“CEOC” has the meaning set forth in the preamble hereof.

“CEOC Confirmation Order” means the entry by the Bankruptcy Court of an order confirming the CEOC Plan that is materially consistent with the Agreement and the Restructuring Term Sheet and otherwise reasonably satisfactory to the Requisite Consenting SGN Creditors and the Company.

“CEOC Disclosure Statement” means the Company’s disclosure statement, including any exhibits, appendices, related documents, ballots, and procedures related to the solicitation of votes to accept or reject the CEOC Plan, in each case, as amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof, in respect of the CEOC Plan and that is prepared and distributed in accordance with, among other things, sections 1125, 1126(b), and 1145 of the Bankruptcy Code, Rule 3018 of the Federal Rules of Bankruptcy Procedure, and other applicable law, each of which shall be materially consistent with this Agreement and shall otherwise be reasonably acceptable to the Requisite Consenting SGN Creditors (as evidenced by their written approval, which approval may be conveyed in writing by electronic mail) and the Company.

“CEOC Plan” means the joint chapter 11 plan of reorganization for the Company through which the Restructuring will be effected (as amended, supplemented, or otherwise modified from time to time), and which must be materially consistent with this Agreement and the Restructuring Term Sheet and shall otherwise be reasonably acceptable to the Requisite Consenting SGN Creditors (as evidenced by their written approval, which approval may be conveyed in writing by electronic mail), CEC and the Company.

“CES” means Caesars Enterprise Services, LLC and its subsidiaries (whether now or hereinafter in existence).

“Chapter 11 Cases” means the voluntary chapter 11 cases titled *Caesars Entertainment Operating Company, Inc., et. al.*, Case No. 15-01145 (Bankr. N.D. Ill.).

“Claim” means all claims held on account of indebtedness issued by CEOC pursuant to the Credit Agreement, the First Lien Indentures, the Second Lien Indentures, the SGN Indenture, or the Unsecured Indentures, or any other claim (as that term is defined by section 101(5) of the Bankruptcy Code), in each case, other than any claim for which the holder (x) does not have the right to control voting or (y) is not permitted by a preexisting contractual obligation or operation of law to vote in favor of the Restructuring. For the avoidance of doubt (i) “Claim” shall not include any claims in respect of derivatives related to or referencing indebtedness and (ii) without limiting Section 13 hereof, if the holder of a claim ceases to have the right to control voting with respect to such claim, such claim shall no longer be deemed a “Claim” for purposes of this Agreement, unless and until such holder subsequently acquires the right to control voting with respect to such claim.

“Claim Holder” refers to each Consenting SGN Creditor and each Caesars Party, to the extent such Caesars Party, as of the date of execution of this Agreement, either (a) is a beneficial owner of SGN Claims or (b) has investment or voting discretion with respect to SGN Claims and has the power and authority to bind the beneficial owner(s) of such SGN Claims to the terms of this Agreement.

“Company” has the meaning set forth in the preamble hereof.

“Company Termination Event” has the meaning set forth in Section 10 hereof.

“Confidential Claims Information” has the meaning set forth in Section 5(a)(iv) hereof.

“Confirmation Orders” means the CEOC Confirmation Order and the CEC Confirmation Order.

“Consenting SGN Creditors” has the meaning set forth in the preamble hereof.

“Credit Agreement” means the Third Amended and Restated Credit Agreement, dated as of July 25, 2014, among CEC, CEOC, as borrower, the lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent.

“Creditor Termination Event” has the meaning set forth in Section 8 hereof.

“Creditor Termination Right” has the meaning set forth in Section 8 hereof.

“Definitive Documentation” means the Plans, Disclosure Statements, the Confirmation Orders, any supplements or exhibits thereto, and any court filings in (a) the Chapter 11 Cases or (b) a CEC Chapter 11 Case, and any other documents or exhibits related to or contemplated in the foregoing (but not, for the avoidance of doubt, any professional retention motions or applications), that could be reasonably expected to affect the interests of holders of SGN Claims, in their capacities as such.

“Disclosure Statements” means the CEOC Disclosure Statement and the CEC Disclosure Statement.

“Effective Date” means the date upon which all conditions precedent to the effectiveness of the Plans, as applicable, have been satisfied or are expressly waived in accordance with the terms thereof, as the case may be, and on which the Restructuring and the other transactions to occur on the Effective Date pursuant to the Plans, as applicable, become effective or are consummated.

“Executory Contracts and Unexpired Leases” means any contracts or unexpired leases to which the Company is a party that are subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

“Fiduciary Outs” has the meaning set forth in Section 11(d) hereof.

“First Lien Bank Debt” means indebtedness incurred by the Company pursuant to the Credit Agreement.

“First Lien Bank Documents” means the “Loan Documents” as defined in the Credit Agreement.

“First Lien Bond Debt” means indebtedness incurred by the Company pursuant to the First Lien Indentures.

“First Lien Indentures” means (i) the Indenture dated as of June 10, 2009, as it may have been amended and supplemented from time to time, governing CEOC’s 11.25% Senior Secured Notes due 2017, (ii) the Indenture dated as of February 14, 2012, as it may have been amended and supplemented from time to time, governing CEOC’s 8.5% Senior Secured Notes due 2020, (iii) the Indenture dated as of August 22, 2012, as it may have been amended and supplemented from time to time, governing CEOC’s 9% Senior Secured Notes due 2020 and (iv) the Indenture dated as of February 15, 2013, as it may have been amended and supplemented from time to time, governing CEOC’s 9% Senior Secured Notes due 2020.

“Forbearance Defaults” means defaults or Events of Default alleged in or in connection with (a) the May 2014 Transactions, (b) the Services Transactions, (c) the CEC Transactions, (d) the Incurrence Transactions, (e) the Restricted Transactions, (f) the Caesars Cases, and (g) any actions taken pursuant to and in compliance with the terms of this Agreement.

“Forbearance Termination Event” has the meaning set forth in Section 3(a) hereto.

“Incurrence Transactions” means the transactions consummated pursuant to, in contemplation of, or in connection with the Incremental Facility Amendment and Term B-7 Agreement, dated as of June 11, 2014, among CEC, Caesars Operating Escrow LLC, the Incremental Lenders party thereto, Bank of America, N.A., Credit Suisse AG, Cayman Islands Branch, and upon the assumption of the Term B-7 Loans, CEOC.

“May 27 CEOC Plan” means the Debtors’ Second Amended Joint Plan of Reorganization [ECF. No. 3832] filed on May 27, 2016, as may be amended or modified from time to time in a manner not inconsistent with this Agreement.

“May 2014 Transactions” means the transactions consummated pursuant to, in contemplation of, or in connection with the Transaction Agreement dated as of March 1, 2014, as amended, by and among CEC, CEOC, Caesars License Company, LLC, Harrah’s New Orleans Management Company, Corner Investment Company, LLC, 3535 LV Corp., Parball Corporation, JCC Holding Company II, LLC, Caesars Acquisition Company, and Caesars Growth Partners, LLC.

“Non-Debtor Subsidiaries” means Caesars Growth Partners, LLC, Caesars Entertainment Resort Properties, LLC, and each of their respective subsidiaries.

“Note Purchase and Support Agreement” means that certain agreement entered into by CEC, CEOC, and certain holders of the 6.50% Senior Notes due 2016 and 5.7% Notes due 2017, dated August 12, 2014.

“Outside Date” means October 31, 2017; provided, that the Parties shall negotiate in good faith a reasonable extension of the Outside Date if (x) the Parties have otherwise complied with the terms of this Agreement and the Restructuring Term Sheet and (y) all other events and actions necessary for the occurrence of the Effective Date and consummation of the Restructuring have occurred other than the delivery, release, or receipt of regulatory or licensing approvals or a court order necessary for the occurrence of the Effective Date and consummation of the Restructuring.

“Parties” has the meaning set forth in the preamble hereof.

“Person” means an individual, a partnership, a joint venture, a limited liability company, a corporation, a trust, an unincorporated organization, a group or any legal entity or association.

“Plans” means the CEOC Plan and the CEC Plan.

“Qualified Marketmaker” means an entity that holds itself out to the public or applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers claims against the Company, in its capacity as a dealer or market maker in claims against the Company.

“Requisite Consenting SGN Creditors” means, as of any time of determination, the Consenting SGN Creditors holding greater than two-thirds of the aggregate amount of all SGN Claims held at such time by all of the Consenting SGN Creditors; provided that any SGN Claims held by any of the Caesars Parties and/or their respective Affiliates shall not be included in the foregoing calculation.

“Restricted Transactions” means the transactions consummated pursuant to, in contemplation of, or in connection with the Note Purchase and Support Agreement.

“Restructuring” has the meaning set forth in the recitals hereof.

“Restructuring Support Party” means each of (i) CEC and (ii) the Consenting SGN Creditors, together with the respective Affiliates, subsidiaries, managed funds, representatives, officers, directors, agents, and employees of each of the foregoing, in each case to the extent controlled by such Restructuring Support Party.

“Restructuring Support Period” means the period commencing on the date this Agreement becomes effective in accordance with Section 15(f) hereof and ending on the earlier of (i) the date on which this Agreement is terminated with respect to any Party, and (ii) the Effective Date.

“Restructuring Term Sheet” has the meaning set forth in the recitals hereof.

“Second Lien Bond Debt” means indebtedness incurred by the Company pursuant to the Second Lien Indentures.

“Second Lien Indentures” means the indentures governing CEOC’s (a) 10.00% second-priority senior secured notes due 2015, (b) 10.00% second-priority senior secured notes due 2018, and (c) 12.75% second-priority senior secured notes due 2018.

“Securities Act” has the meaning set forth in Section 7(c) hereof.

“Services Transactions” means the transactions consummated pursuant to, in contemplation of, or in connection with the Omnibus License and Enterprise Services Agreement, dated May 20, 2014, by and among CES, CEOC, CERP, Caesars Growth Properties Holdings, LLC, Caesars License Company, LLC, and Caesars World, Inc.

“SGN Claim” means a Claim in respect of SGN Debt.

“SGN Debt” means indebtedness incurred by the Company pursuant to the SGN Indenture.

“SGN Indenture” means the indenture governing CEOC’s (a) 10.75% senior unsecured notes due 2016 and (b) 10.75% / 11.5% senior toggle notes due 2018.

“SGN Intercreditor Agreement” means that certain intercreditor agreement dated as of January 28, 2008 by and among Bank of America, N.A. in its capacity as administrative agent and collateral agent and inter alia U.S. Bank National Association in its capacity as trustee on the SGN Debt.

“SGN Fees and Expenses” means all reasonable and documented fees and expenses of the Trustee, including but not limited to fees and expenses incurred by the SGN Professionals in their representation of the Trustee and/or holders of SGN Debt in connection with the Chapter 11 Cases.

“SGN Professionals” means White & Case LLP, Pryor Cashman LLP, Novack and Macey LLP, Foley & Lardner LLP, and GLC Advisors & Co., LLC (“GLC”), engaged by the Trustee and/or Consenting SGN Creditors in connection with the Chapter 11 Cases, and such other legal, consulting, financial, and/or other professional advisors as may be retained with the prior written consent of the Company and CEC; provided, however, that GLC’s fees shall not exceed \$750,000.00.

“Termination Events” has the meaning set forth in Section 11 hereto.

“Transfer” has the meaning set forth in Section 13 hereto.

“Transferee” has the meaning set forth on Exhibit C hereto.

“Trustee” shall mean Wilmington Trust, National Association, solely in its capacity as successor Indenture Trustee for the 10.75% senior unsecured notes due 2016.

“Unsecured Debt” means indebtedness incurred by the Company pursuant to the Unsecured Indentures.

“Unsecured Indentures” means the indentures governing CEOC’s (a) 6.5% senior notes due 2016 and (b) 5.75% senior notes due 2017.

“Wilmington Trust Case” means *Wilmington Trust, N.A., solely in its capacity as successor Indenture Trustee for the 10.75% Notes due 2016 v. Caesars Entertainment Corporation*, Case No. 15-cv-08280 (S.D.N.Y.).

(b) Rules of Construction. Other than as contained within Section 29, each reference in this Agreement to “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import shall mean and be a reference to this Agreement and the Restructuring Term Sheet, taken as a whole.

2. Commitment of Restructuring Support Parties.

(a) Affirmative Covenants. Subject to the terms and conditions hereof, for the duration of the Restructuring Support Period, each Restructuring Support Party shall:

(i) negotiate in good faith the Definitive Documentation, in form and substance consistent in all material respects with this Agreement (including the Restructuring Term Sheet, which, for the avoidance of doubt, shall be binding on all the Parties upon the effectiveness of this Agreement), and as otherwise reasonably acceptable to the Requisite Consenting SGN Creditors, the Company, and CEC (in respect of CEC, to the extent such Definitive Documents could be reasonably expected to affect the interests of CEC, which, for the avoidance of doubt, include but are not limited to a CEC Disclosure Statement, a CEC Plan, and a CEC Confirmation Order);

(ii) consent to those actions contemplated by this Agreement or otherwise required to be taken to effectuate the Restructuring, including entering into all documents and agreements necessary to consummate the Restructuring, in each case, to which such Restructuring Support Party is to be a party;

(iii) support the Restructuring and vote in favor of the Plans, when properly solicited to do so under the Bankruptcy Code, all SGN Claims now or hereafter beneficially owned by such Restructuring Support Party or for which it now or hereafter serves as the nominee, investment manager, or advisor for beneficial holders of such SGN Claims (and not withdraw or revoke its tender, consent, or vote with respect to the Plans); provided that the foregoing may be waived by the Company in the Chapter 11 Cases or by CEC in a CEC Chapter 11 Case, each in its sole discretion; provided, further, that, following the termination of this Agreement with respect to a Consenting SGN Creditor, such vote will be deemed null and void *ab initio*, and, absent any further action by any Consenting SGN Creditor, such vote to accept the Plan shall be deemed to be a vote against the Plan, but only to the extent this Agreement has terminated other than on account of a breach by such Consenting SGN Creditor, it being understood and agreed that no Restructuring Support Party shall enter into any arrangement whereby it transfers voting rights for the purpose of avoiding any obligations under this Agreement;

(iv) as soon as practicable after the Agreement Effective Date, each Consenting SGN Creditor, on its own behalf with respect to the SGN Claims held by such Party, but, for the avoidance of doubt, not purporting to represent any requisite majority of holders of SGN Claims, shall instruct the Trustee to immediately, and use its commercially reasonable efforts to, seek a mutually agreed stay with CEC in respect of the Wilmington Trust Case;

(v) support the mutual release and exculpation provisions to be provided in the Plans;

(vi) instruct the Trustee to support any motion filed by the Company seeking a 105 Injunction Order and take no action, directly or indirectly, to object to or otherwise delay the entry of a 105 Injunction order; and

(vii) instruct the Trustee to request a stay of the Trustee's appeal of the Bankruptcy Court's denial of its motion objecting to certain claims [Docket No. 3773] and take no action, directly or indirectly, to oppose or delay such stay, provided that the Consenting SGN Creditors shall be under no obligation to so instruct the Trustee to stay such appeal until the later of (a) such time as the holders of First Lien Notes Claims and Prepetition Credit Agreement Claims have agreed to support a plan of reorganization that includes the waiver of the turnover provisions of the SGN Intercreditor Agreement or (b) June 30, 2016.

(b) Negative Covenants. Subject to the terms and conditions hereof, for the duration of the Restructuring Support Period, each Restructuring Support Party shall not:

(i) seek, solicit, support, vote its SGN Claims for, or consent to, an Alternative Proposal;

(ii) take any action materially inconsistent with the transactions expressly contemplated by this Agreement, or that would materially delay or obstruct the consummation of the Restructuring, including, without limitation, commencing, or joining with any Person in commencing, any litigation or involuntary case for relief under the Bankruptcy Code against the Company or CEC;

(iii) direct the Trustee to resume prosecution of the Wilmington Trust Case during the term of this Agreement;

(iv) take any action to object to any motion filed by the Company seeking a 105 Injunction Order; or

Subject in all respects as may otherwise be provided for under the applicable documents governing the intercreditor relationships among the parties thereto, nothing in this Agreement shall prohibit any Restructuring Support Party from (x) appearing as a party-in-interest in any matter arising in the Chapter 11 Cases or a CEC Chapter 11 Case so long as such appearance and the positions advocated in connection therewith are not inconsistent with this Agreement or the Restructuring, and do not hinder, delay, or prevent consummation of the Restructuring, and (y) enforcing any right, remedy, condition, consent, or approval requirement under this Agreement or any Definitive Documentation entered into in connection with the Restructuring; provided that, in each case, any such action is not materially inconsistent with such Restructuring Support Party's obligations hereunder.

3. Consenting SGN Creditors' Forbearance.

(a) Until the termination of this Agreement (the "Forbearance Termination Event"), each Consenting SGN Creditor agrees to forbear from exercising its default-related rights and remedies (as well as any setoff rights and remedies) under the SGN Indenture or applicable law, against the Company and CEC and, with respect to each, their property and interests in property.

(b) Upon the occurrence of a Forbearance Termination Event, the agreement of the Consenting SGN Creditors hereunder to forbear from exercising rights and remedies in respect of the Forbearance Defaults, shall immediately terminate without requirement of any demand, presentment, protest, or notice of any kind, all of which the Company and CEC hereby waive (to the extent permitted by applicable law).

(c) The Company agrees that, upon the occurrence of, and at any time after the occurrence of, a Forbearance Termination Event, the Consenting SGN Creditors or the Trustee, as applicable, may proceed, subject to the terms of the SGN Indenture, and applicable law, to exercise any or all rights and remedies under the SGN Indenture, applicable law, and/or in equity, including, without limitation, the rights and remedies on account of the Forbearance Defaults, all of which rights and remedies are fully reserved. The Caesars Parties agree that following any Forbearance Termination Event, the Caesars Parties waive any ability to claim that the Restructuring Support Period gave rise to any purported delay by the Consenting SGN Creditors, or the Trustee, in pursuing any remedies on account of the Forbearance Defaults.

(d) The Caesars Parties agree that, prior to the termination of this Agreement with respect to any particular Consenting SGN Creditor, the Caesars Parties shall not commence any litigation or interpose any claim arising from or in any way related to the SGN Debt against the Trustee or any such Consenting SGN Creditor. The Consenting SGN Creditors agree that,

prior to the termination of this Agreement with respect to any particular Caesars Party, the Consenting SGN Creditors shall not commence any litigation or interpose or join in any claim arising from or in any way relating to the SGN Debt against any such Caesars Party, including, without limitation, in connection with any of the Caesars Cases.

(e) For the avoidance of doubt, and notwithstanding anything herein, the forbearance set forth in this Section 3 shall not constitute a waiver with respect to any defaults or any events of defaults under the SGN Indenture and shall not bar the Trustee or any Consenting SGN Creditor from filing a proof of claim or taking action to establish the amount of such SGN Claim.

4. Stay of Wilmington Trust Case.

Within 3 Business Days of executing this Agreement, each Consenting SGN Creditor shall sign the applicable instruction letter attached hereto as Exhibit D affirmatively instructing the Trustee to execute the stipulation attached to such instruction letter, seek to mutually stay the prosecution of the Wilmington Trust Case (and, for the avoidance of doubt, shall not direct the Trustee to prosecute the Wilmington Trust Case during the term of this Agreement, other than to assert claims or causes of action that may be subject to a statute of limitations or similar defense and are not subject to a tolling agreement reasonably satisfactory to the Consenting SGN Creditors, the Trustee, and CEC); provided that the instruction letter to the Trustee shall be delivered only upon its execution by Consenting SGN Creditors beneficially owning or controlling with the power to vote in favor of the Plans holding at least 50.1% of the outstanding amount of the SGN Debt as of such date.

5. Covenants of Caesars Parties.

(a) Affirmative Covenants of the Caesars Parties. Subject to the terms and conditions hereof, for the duration of the Restructuring Support Period, each of the Caesars Parties shall:

(i) (A) support and complete the Restructuring and all transactions contemplated under the Restructuring Term Sheet and this Agreement, (B) negotiate in good faith the Definitive Documentation necessary to effectuate the Restructuring, on the terms and subject to the conditions set forth in this Agreement, (C) use its commercially reasonable efforts to obtain any and all required governmental, regulatory, licensing, Bankruptcy Court, or other approvals (including, without limitation, any necessary third-party consents) necessary to the implementation or consummation of the Restructuring; (D) use its commercially reasonable efforts to lift or otherwise reverse the effect of any injunction or other order or ruling of a court or regulatory body that would impede the consummation of a material aspect of the Restructuring, (E) operate the Company and CEC in the ordinary course consistent with industry practice, taking into account the Restructuring and the commencement of the Chapter 11 Cases and a CEC Chapter 11 Case, and (F) cooperate in good faith with the Consenting SGN Creditors in connection with the implementation of this Agreement, including in connection with obtaining a stay of the Wilmington Trust Case;

(ii) promptly notify or update White & Case LLP upon becoming aware of any of the following occurrences: (A) an additional person becomes a Consenting SGN Creditor after the date of this Agreement; (B) a Termination Event has occurred; (C) material developments, negotiations or proposals relating to the Caesars Cases, the Forbearance Defaults, and any other case or controversy that may be commenced against such Caesars Party in a court of competent jurisdiction or brought before a state or federal regulatory, licensing, or similar board, authority, or tribunal that would reasonably be expected to materially impede or prevent consummation of the Restructuring;

(iii) cause the Trustee and the Consenting SGN Creditors to be included in the mutual release and exculpation provisions to be provided in the Plans; and

(iv) unless the Caesars Party obtains the prior written consent of a Consenting SGN Creditor: (x) use the information regarding any SGN Claims owned at any time by such Consenting SGN Creditor (the “Confidential Claims Information”) solely in connection with this Agreement (including any disputes relating thereto); and (y) except as required by law, rule, or regulation or by order of a court or as requested or required by the Securities and Exchange Commission or by any other federal or state regulatory, judicial, governmental, or supervisory authority or body, keep the Confidential Claims Information strictly confidential and not disclose the Confidential Claims Information to any other Person; provided, however, that the Caesars Parties may combine the Confidential Claims Information provided to the Caesars Parties by a Consenting SGN Creditor with the corresponding data provided to the Company by the other Consenting SGN Creditors and disclose such combined data on an aggregate basis. In the event that any of the Caesars Parties is required (by law, rule, regulation, deposition, interrogatories, requests for information or documents in legal or administrative proceedings, subpoena, civil investigative demand or other similar process, or by any governmental, judicial, regulatory, or supervisory body) to disclose the Confidential Claims Information or the contents thereof, the Caesars Parties shall, to the extent legally permissible, provide affected Consenting SGN Creditors with prompt notice of any such request or requirement so that such Consenting SGN Creditors may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this section. If, in the absence of a protective order or other remedy or the receipt of a waiver from a Consenting SGN Creditor, a Caesars Party believes that it is nonetheless, following consultation with counsel, required to disclose the Confidential Claims Information, such Caesars Party may disclose only that portion of the Confidential Claims Information that it believes, following consultation with counsel, it is required to disclose, provided that it exercises reasonable efforts to preserve the confidentiality of the Confidential Claims Information, including, without limitation, by marking the Confidential Claims Information “Confidential – Attorneys’ Eyes Only” and by reasonably cooperating with the affected Consenting SGN Creditor to obtain an appropriate protective order or other reliable assurance that confidential and attorneys’ eyes only treatment will be accorded the Confidential Claims Information. In no event shall this Agreement be construed to impose on a Consenting SGN Creditor an obligation to disclose the price for which it acquired or disposed of any SGN Claim. The Caesars Parties’ obligations under this Section 5(a)(iv) shall survive termination of this Agreement;

(v) use commercially reasonable efforts to enter into a restructuring support agreement (whether an original or amended restructuring support agreement) dated on or

after the date of this Agreement with certain holders of First Lien Notes Claims, certain holders of Prepetition Credit Agreements Claims, and the Unsecured Creditors Committee, each of which shall not, and any Plan contemplated therein shall not, (1) adversely affect the recoveries available to the holders of SGN Claims under the CEOC Plan as contemplated by this Agreement or (2) impair the ability of CEOC to provide the recoveries available to the holders of SGN Claims under the CEOC Plan as contemplated by this Agreement;

(vi) following the Agreement Effective Date, CEC shall pay all SGN Fees and Expenses up to \$150,000 per month accruing on and after the Agreement Effective Date in cash in full on a monthly basis promptly upon receipt of invoice from each SGN Professional, which shall include for the avoidance of doubt any SGN Fees and Expenses actually incurred during the term of the Agreement. The Company shall, subject to a final order of the Bankruptcy Court, pay in cash in full any SGN Fees and Expenses over \$150,000 per month, but less than \$500,000 per month incurred on and after the Agreement Effective Date on a monthly basis promptly upon receipt of invoice from each SGN Professional (such \$500,000 per month limitation to be calculated on a cumulative basis) (the “Fee Cap”); provided that: (a) if the Company, after good faith efforts, cannot receive a final order from the Bankruptcy Court, CEC will pay such fees and expenses on or before the Effective Date; and (b) to the extent that such SGN Fees and Expenses exceed the Fee Cap as a result of litigation relating to confirmation, the Parties shall agree to a reasonable increase in such Fee Cap.

(vii) All SGN Fees and Expenses incurred prior to the Agreement Effective Date shall be paid in cash in full by the Company on the earlier of (A) the entry of a final order of the Bankruptcy Court allowing the Company to pay such fees and expenses or (B) the Effective Date, subject to a final order of the Bankruptcy Court; provided that if the Company, after good faith efforts, cannot receive a final order from the Bankruptcy Court, CEC will pay such fees and expenses on or before the Effective Date.

(viii) The Company shall promptly amend the most recently filed CEOC Plan to reflect the terms of this Agreement and the Restructuring Term Sheet.

(b) Negative Covenants of the Caesars Parties. Subject to the terms and conditions hereof, for the duration of the Restructuring Support Period, each of the Caesars Parties (except with the prior written consent of the Requisite Consenting SGN Creditors), shall not, directly or indirectly:

(i) (A) publicly announce its intention not to pursue the Restructuring; (B) suspend or revoke the Restructuring; or (C) execute any agreements, instruments, or other documents (including any modifications or amendments to any Definitive Documentation) necessary to effectuate the Restructuring that, in whole or in part, are not substantially consistent with this Agreement, or are not otherwise reasonably acceptable to the Requisite Consenting SGN Creditors and the Caesars Parties; and

(ii) take any action or omit to take any action, or incur, enter into, or suffer any transaction, arrangement, condition, matter, or circumstance, that (in any such case) materially impairs, or would reasonably be expected to materially impair, the ability of CEC to perform its obligations under the Restructuring relative to its ability to perform its obligations

under the Restructuring as of the date of this Agreement (after giving effect to the consummation of the Restructuring as if the Restructuring had been consummated on the date of this Agreement) other than CEC's commencement of a CEC Chapter 11 Case.

In the event any Caesars Party receives and determines to pursue an Alternative Proposal in an exercise of its fiduciary duties as set forth by Section 21 hereof, such Caesars Party shall promptly notify the Consenting SGN Creditors, the SGN Professionals, and the other Caesars Party of the existence and material terms of such Alternative Proposal; provided that such Caesars Party may withhold the material terms of such Alternative Proposal from any Consenting SGN Creditor(s) who do not agree to applicable reasonable and customary confidentiality restrictions with respect thereto and/or who are in breach of this Agreement. After receipt of the material terms of such Alternative Proposal, the Requisite Consenting SGN Creditors and the Caesars Party that has not determined to pursue an Alternative Proposal shall have three (3) Business Days after notice by the other Caesars Party to propose changes to the terms of this Agreement, including the Restructuring Term Sheet and any exhibits thereto. The Caesars Party that has determined to pursue an Alternative Proposal shall keep the Consenting SGN Creditors and the other Caesars Party informed of any amendments, modifications or developments with respect to such Alternative Proposal and any material information related to such Alternative Proposal, and, to the extent an Alternative Proposal is amended in any material respect, the Requisite Consenting SGN Creditors and the Caesars Party that has not determined to pursue an Alternative Proposal shall have three (3) Business Days from any such amendment to propose changes to the terms of this Agreement.

(c) Additional Covenants in Respect of CES. The Company and CEC shall use commercially reasonable efforts to cause, subject to the terms and conditions hereof and for the duration of the Restructuring Support Period, CES (except with the prior written consent of the Requisite Consenting SGN Creditors) (i) to operate its business in the ordinary course, and (ii) to preserve and maintain intact all material assets, properties, and other interests (including, without limitation, intellectual property interests and intangible assets, such as reward programs and customer lists) that are currently owned, licensed, used, or enjoyed by the Company.

(d) Additional Affirmative Covenants of the Caesars Parties. Subject to the terms and conditions hereof, for the duration of the Restructuring Support Period, the Company and CEC after a CEC Petition Date, as applicable, shall to the extent permitted by the Bankruptcy Court and applicable law, cause the signature pages attached to this Agreement to be redacted to the extent this Agreement is filed on the docket maintained in the Chapter 11 Cases or a CEC Chapter 11 Case, posted on the Company's or CEC's website, or otherwise made publicly available.

(e) Additional Negative Covenants of the Caesars Parties. Subject to the terms and conditions hereof, for the duration of the Restructuring Support Period, the Company and CEC, as applicable (except with the prior written consent of the Requisite Consenting SGN Creditors) shall not, directly or indirectly:

- (i) take any action in connection with the Restructuring that violates this Agreement;

(ii) to the extent it would materially impair the rights of the Consenting SGN Creditors or the Company's or CEC's ability to consummate the Restructuring, and other than as required by the Plans, amend or propose to amend its respective certificate or articles of incorporation, bylaws, or comparable organizational documents;

(iii) pay or make any payment, transfer, or other distribution (whether in cash, securities, or other property) of or in respect of principal of or interest on any funded indebtedness of the Company that is expressly subordinate in right of payment to the SGN Debt, or any payment or other distribution (whether in cash, securities, or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation, or termination in respect of any such funded indebtedness that is not contemplated by the Restructuring Term Sheet;

(iv) enter into any transaction, or proposed settlement (other than as contemplated by this Agreement and/or the Restructuring Term Sheet or as previously disclosed to the SGN Professionals prior to the date hereof) of any claim, litigation, dispute, controversy, cause of action, proceeding, appeal, determination, investigation, matter, or otherwise, that will materially impair the Company's or CEC's ability to consummate the Restructuring or the value that CEC is committing to provide to holders of SGN Debt in accordance with this Agreement and/or the Restructuring Term Sheet; or

(v) amend or modify the May 27 CEOC Plan (or any subsequently filed or amended CEOC Plan), including Article IV.A.10 of the Plan (as amended in accordance with the Restructuring Term Sheet, the "Waiver of Turnover Provisions"), in a way that adversely impacts, or materially impairs CEOC's ability to provide, the recoveries available to the holders of SGN Claims under the CEOC Plan as contemplated by this Agreement.

(f) The Company and CEC each acknowledge that it has reviewed this Agreement and has decided to enter into this Agreement on the terms and conditions set forth herein and in the Restructuring Term Sheet in the exercise of its fiduciary duties.

6. Mutual Representations, Warranties and Covenants.

(a) Each of the Parties, severally and not jointly, represents and warrants to each other Party that the following statements are true, correct, and complete as of the date hereof (or, if later, the date that such Party (or if such Party is a Transferee, such Transferee) first became or becomes a Party):

(i) it is validly existing and in good standing under the laws of the state of its organization, and this Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(ii) except as expressly provided in this Agreement or in the Bankruptcy Code (if applicable) or as may be required for disclosure by the Securities and Exchange Commission, no material consent or approval of, or any registration or filing with, any other Person is required for it to carry out the Restructuring contemplated by, and perform its obligations under, this Agreement;

(iii) except as expressly provided in this Agreement or the Bankruptcy Code (if applicable), it has all requisite organizational power and authority to enter into this Agreement and to carry out the Restructuring contemplated by, and perform its obligations under, this Agreement;

(iv) the execution and delivery by it of this Agreement, and the performance of its obligations hereunder, have been duly authorized by all necessary organizational action on its part;

(v) it has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement; and

(vi) the execution, delivery, and performance by such Party of this Agreement does not and will not (1) violate any provision of law, rule, or regulation applicable to it or any of its subsidiaries or its charter or bylaws (or other similar governing documents) or those of any of its subsidiaries, (2) conflict with, result in a breach of, or constitute (with or without notice or lapse of time or both) a default under any material debt for borrowed money to which it or any of its subsidiaries is a party, or (3) violate any order, writ, injunction, decree, statute, rule, or regulation; provided that, (x) the foregoing shall not apply with respect to any Caesars Party on account of any defaults arising from the commencement of the Chapter 11 Cases, a CEC Chapter 11 Case, or the pendency of the Restructuring and (y) nothing in this Section 6(a)(vi) shall, or shall be deemed to, waive, limit, or otherwise impair each of the Caesars Party's respective ability to exercise its fiduciary duties as set forth by Section 21 hereof.

(b) The Caesars Parties represent and warrant to the Consenting SGN Creditors that there are no pending agreements (oral or written) or understandings that are not public or have been filed with the Bankruptcy Court with respect to any Alternative Proposal.

(c) Each Caesars Party, severally and not jointly, on behalf of itself and its Affiliates, represents, warrants and covenants that it has not offered, and will not offer, any Additional Consideration to any holder of SGN Claims without making such Additional Consideration with respect to such SGN Claim otherwise available to Consenting SGN Creditors in respect of their applicable SGN Claims, on a *pro rata* basis in the manner contemplated in Section 35 in this Agreement.

7. Ownership of Claims. Each Claim Holder, severally and not jointly, represents and warrants as follows:

(a) as of the date of this Agreement, it (i) is either (A) the sole beneficial owner of the principal amount of SGN Claims set forth below its signature hereto, or (B) has sole investment or voting discretion with respect to the principal amount of SGN Claims set forth below its signature hereto and has the power and authority to bind the beneficial owner(s) of such SGN Claims to the terms of this Agreement, (ii) has full power and authority to act on behalf of, vote, and consent to matters concerning such SGN Claims and dispose of, exchange, assign, and transfer such SGN Claims,; in each case except as this provision may be specifically waived, in writing by the Company, and (iii) holds no SGN Claims that are not identified below its signature hereto;

(b) other than pursuant to this Agreement, such SGN Claims that are subject to Section 7(a) hereof are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal or other limitation on disposition or encumbrance of any kind, that would adversely affect in any way such Consenting SGN Creditor's performance of its obligations contained in this Agreement at the time such obligations are required to be performed; and

(c) (i) it is either (A) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (B) an institutional accredited investor (as defined in Rule 501(a)(1), (2), (3), or (7) under the Securities Act of 1933, as amended (the "Securities Act"), (C) a non-U.S. person under Regulation S under the Securities Act, or (D) the foreign equivalent of (A) or (B) above, and (ii) any securities of any Caesars Party acquired by the applicable Claim Holder in connection with the Restructuring will have been acquired for investment and not with a view to distribution or resale in violation of the Securities Act.

8. Termination by Consenting SGN Creditors. The Requisite Consenting SGN Creditors may terminate this Agreement (each, a "Creditor Termination Right"), in each case, upon delivery of written notice to the Caesars Parties in accordance with Section 27 hereof at any time upon, after the occurrence of, and during the continuation of, any of the following events (each, a "Creditor Termination Event"):

(a) the termination of this Agreement by any of the Caesars Parties, or the breach by any of the Caesars Parties of any of their obligations, representations, warranties, or covenants set forth in this Agreement in any material respect, which breach remains uncured for a period of five (5) Business Days after the receipt by the Caesars Parties of written notice of such breach from the Requisite Consenting SGN Creditors;

(b) the issuance, promulgation, or enactment by any governmental entity, including any regulatory or licensing authority or court of competent jurisdiction, of any statute, regulation, ruling or order declaring this Agreement or any material portion hereof to be unenforceable or enjoining or otherwise restricting the consummation of a material portion of the Restructuring (including with respect to the regulatory approvals or tax treatment contemplated by the Restructuring), which action remains uncured for a period of five (5) Business Days after the receipt by the Caesars Parties and the Consenting SGN Creditors of written notice of such event;

(c) a trustee under section 1104 of the Bankruptcy Code or an examiner (with expanded powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) shall have been appointed in the Chapter 11 Cases or a CEC Chapter 11 Case;

(d) the Chapter 11 Cases or a CEC Chapter 11 Case are, or is, converted to cases under chapter 7 of the Bankruptcy Code or the Chapter 11 Cases or a CEC Chapter 11 Case shall have been dismissed, in each case, by order of the Bankruptcy Court, which order has not otherwise been stayed;

(e) if any of the Definitive Documentation necessary to effectuate the Restructuring (including any amendment or modification thereof) filed with the Bankruptcy Court or otherwise finalized, or has become effective, shall contain terms and conditions that are not materially consistent with this Agreement or shall otherwise not be on terms reasonably acceptable to the Requisite Consenting SGN Creditors, the Company, and CEC, and such material inconsistency remains uncured for a period of five (5) Business Days after the receipt by the Caesars Parties and the Consenting SGN Creditors of written notice of such material inconsistency;

(f) a Caesars Party or any of their respective Affiliates files any motion or pleading with the Bankruptcy Court that is not materially consistent with this Agreement and such motion or pleading has not been withdrawn within two (2) Business Days of each of the Caesars Party's and the applicable filing Party's receiving written notice from the Requisite Consenting SGN Creditors that such motion or pleading is materially inconsistent with this Agreement, unless such motion or pleading does not seek, and could not result in, relief that would have any adverse impact on the interest of holders of SGN Claims in connection with the Restructuring;

(g) the Company or CEC executes a letter of intent (or similar document) stating its intention to pursue an Alternative Proposal;

(h) other than pursuant to any relief sought by the Company that is not materially inconsistent with its obligations hereunder, the Bankruptcy Court grants relief terminating, annulling, or modifying the automatic stay (as set forth in section 362 of the Bankruptcy Code) with regard to any assets of the Company having an aggregate fair market value in excess of \$5,000,000 without the written consent of the Requisite Consenting SGN Creditors;

(i) a CEC Bankruptcy Event unless consented to by CEC within fifteen days of such CEC Bankruptcy Event;

(j) if Article VIII.C ("Third-Party Release") of the May 27 CEOC Plan (or any subsequently filed or amended CEOC Plan) is amended or modified in a way that materially adversely impacts the recoveries available to the holders of SGN Claims under the CEOC Plan as contemplated by this Agreement;

(k) if the Waiver of Turnover Provisions is amended or modified in any way;

(l) the termination of any restructuring support agreement (whether an original or amended restructuring support agreement) dated on or after the date of this Agreement with certain holders of First Lien Notes Claims, certain holders of Prepetition Credit Agreements Claims, or the Unsecured Creditors Committee, unless any such agreement is reconstituted within 14 days in a manner that does not adversely affect the recoveries available to the holders of SGN Claims under the CEOC Plan as contemplated by this Agreement;

(m) if any of the classes comprising the First Lien Notes Claims and Prepetition Credit Agreements Claims do not vote to accept the CEOC Plan;

(n) if the Caesars Parties have not entered into a restructuring support agreement with the Unsecured Creditors' Committee by June 30, 2016, which agreement shall not, and any plan contemplated therein shall not, (1) adversely affect the recoveries available to the holders of SGN Claims under the CEOC Plan as contemplated by this Agreement or (2) impair the ability of CEOC to provide the recoveries available to the holders of SGN Claims under the CEOC Plan as contemplated by this Agreement

(o) if the CEOC Plan is amended in a way that (1) adversely affect the recoveries available to the holders of SGN Claims under the CEOC Plan as contemplated by this Agreement or (2) impairs the ability of CEOC to provide the recoveries available to the holders of SGN Claims under the CEOC Plan as contemplated by this Agreement; or

(p) the Effective Date has not occurred by the Outside Date.

9. Mutual Termination. This Agreement may be terminated by mutual agreement among (a) the Caesars Parties, and (b) the Requisite Consenting SGN Creditors.

10. Company Termination Events. This Agreement may be terminated by delivery to the other Parties of a written notice, delivered in accordance with Section 27 of this Agreement, by the Company upon the occurrence of any of the following events (each a "Company Termination Event"):

(a) the breach by any Restructuring Support Party of any of the obligations, representations, warranties, or covenants of such Restructuring Support Party set forth in this Agreement in any respect that materially and adversely affects the Company's interests in connection with the Restructuring, which breach remains uncured for a period of five (5) Business Days after the receipt by such breaching Restructuring Support Party from the Company of written notice of such breach; provided that, with respect to a breach by one or more Consenting SGN Creditors, the foregoing shall apply only if (x) such breaching Consenting SGN Creditor(s) hold(s) in excess of 4.0% of SGN Claims held by all Consenting SGN Creditors, (y) non-breaching Consenting SGN Creditors with power to vote in favor of the Plans do not then hold at least 66.66% of aggregate SGN Debt (measured by face value), or (z) such breach would otherwise have a material adverse effect on the Restructuring;

(b) the issuance, promulgation, or enactment by any governmental entity, including any regulatory or licensing authority or court of competent jurisdiction, of any statute, regulation, ruling or order declaring this Agreement or any material portion hereof to be unenforceable or enjoining or otherwise restricting the consummation of a material portion of the Restructuring (including with respect to the regulatory approvals or tax treatment contemplated by the Restructuring), which action remains uncured for a period of five (5) Business Days after the receipt by the Caesars Parties and the Consenting SGN Creditors of written notice of such event; provided that the Caesars Parties have otherwise complied with their obligations under Section 5(a)(i)(C) of this Agreement;

(c) the exercise by the Company of its fiduciary duties as set forth by Section 21 hereof (the "Company Fiduciary Out");

(d) any Party other than the Company and its Affiliates files any motion or pleading with the Bankruptcy Court that is not materially consistent with this Agreement and such motion or pleading has not been withdrawn or corrected within seven (7) Business Days of such Party receiving written notice from the Company that such motion or pleading is materially inconsistent with this Agreement, or CEC and/or any of its Affiliates (other than the Company) obtains relief with respect to any motion or pleading with the Bankruptcy Court that is not substantially consistent with this Agreement;

(e) if any of the Definitive Documentation (including any amendment or modification thereof) that is filed with the Bankruptcy Court or otherwise finalized, or has become effective, shall contain terms and conditions that are not materially consistent with this Agreement or shall otherwise not be on terms reasonably acceptable to the Company, and such material and adverse inconsistency remains uncured for a period of five (5) Business Days after the receipt by the Restructuring Support Parties of written notice of such material inconsistency;

(f) a trustee under section 1104 of the Bankruptcy Code or an examiner (with expanded powers beyond those set forth in section 1106(a) (3) and (4) of the Bankruptcy Code) shall have been appointed in the CEC Chapter 11 Case;

(g) the CEC Chapter 11 Case is converted to cases under chapter 7 of the Bankruptcy Code or the CEC Chapter 11 Case shall have been dismissed, in each case, by order of the Bankruptcy Court, which order has not otherwise been stayed;

(h) the Effective Date has not occurred by the Outside Date; or

11. CEC Termination Events. This Agreement may be terminated by delivery to the other Parties of a written notice, delivered in accordance with Section 27 of this Agreement, by CEC upon the occurrence of any of the following events (each a “CEC Termination Event,” and together with the Creditor Termination Events and Company Termination Events, the “Termination Events”):

(a) the breach by the Company of any of its obligations, representations, warranties, or covenants set forth in this Agreement in any respect that materially and adversely affects CEC’s interests in connection with the Restructuring, which breach remains uncured for a period of five (5) Business Days after the receipt by the Company of written notice of such breach from CEC;

(b) the breach by any other Restructuring Support Party (other than CEC) of any of the obligations, representations, warranties, or covenants of such Restructuring Support Party set forth in this Agreement in any respect that materially and adversely affects CEC’s interests in connection with the Restructuring, which breach remains uncured for a period of five (5) Business Days after the receipt by such breaching Restructuring Support Party from CEC of written notice of such breach; provided that, with respect to a breach by one or more Consenting SGN Creditors, the foregoing shall apply only if (x) such breaching Consenting SGN Creditor(s) hold(s) in excess of 4.0% of SGN Claims held by all Consenting SGN Creditors, (y) non-breaching Consenting SGN Creditors with power to vote in favor of the Plans do not then hold at least 66.66% of aggregate SGN Debt (measured by face value), or (z) such breach would otherwise have a material adverse effect on the Restructuring;

(c) the issuance, promulgation, or enactment by any governmental entity, including any regulatory or licensing authority or court of competent jurisdiction, of any statute, regulation, ruling or order declaring this Agreement or any material portion hereof to be unenforceable or enjoining or otherwise restricting the consummation of a material portion of the Restructuring (including with respect to the regulatory approvals or tax treatment contemplated by the Restructuring), which action remains uncured for a period of five (5) Business Days after the receipt by the Caesars Parties and the Consenting SGN Creditors of written notice of such event; provided that the Caesars Parties have otherwise complied with their obligations under Section 5(a)(i)(C) of this Agreement;

(d) the exercise by CEC of its fiduciary duties as set forth by Section 21 hereof (the "CEC Fiduciary Out," and together with the Company Fiduciary Out, the "Fiduciary Outs");

(e) any Party other than CEC files any motion or pleading with the Bankruptcy Court in the Chapter 11 Cases or a CEC Chapter 11 Case that is not materially consistent with this Agreement and such motion or pleading has not been withdrawn or corrected within seven (7) Business Days of such Party receiving written notice from CEC that such motion or pleading is materially inconsistent with this Agreement;

(f) if any of the Definitive Documentation necessary to effectuate the Restructuring (including any amendment or modification thereof) filed with the Bankruptcy Court or otherwise finalized, or has become effective, shall contain terms and conditions that are not materially consistent with this Agreement or shall otherwise not be on terms reasonably acceptable to the Requisite Consenting SGN Creditors and the Caesars Parties, and such material and adverse inconsistency remains uncured for a period of five (5) Business Days after the receipt by the Caesars Parties and the Consenting SGN Creditors of written notice of such material inconsistency;

(g) a trustee under section 1104 of the Bankruptcy Code or an examiner (with expanded powers beyond those set forth in section 1106(a) (3) and (4) of the Bankruptcy Code) shall have been appointed in the Chapter 11 Cases;

(h) the Chapter 11 Cases are converted to cases under chapter 7 of the Bankruptcy Code or the Chapter 11 Cases shall have been dismissed, in each case, by order of the Bankruptcy Court, which order has not otherwise been stayed;

(i) the Effective Date has not occurred by the Outside Date;

(j) the Wilmington Trust Case is not stayed within 5 days of the Agreement Effective Date or such stay is not at any time in place after such date, which date may be extended by the mutual agreement of (a) the Caesars Parties and (b) the Requisite Consenting SGN Creditors;

(k) if the Caesars Parties have not entered into a restructuring support agreement with the Unsecured Creditors' Committee by June 30, 2016, which agreement shall not, and any Plan contemplated therein shall not, (1) adversely affect the recoveries available to the holders of SGN Claims under the CEOC Plan as contemplated by this Agreement or (2) impair the ability of CEOC to provide the recoveries available to the holders of SGN Claims under the CEOC Plan as contemplated by this Agreement; or

(l) a 105 Injunction Order in form and substance acceptable to CEC is at any time not in effect following June 15, 2016.

12. Termination.

(a) No Party may exercise any of its respective termination rights as set forth in Section 8, Section 10, or Section 11 hereof, as applicable, if such Party has failed to perform or comply in all material respects with the terms and conditions of this Agreement (unless such failure to perform or comply arises as a result of another Party's actions or inactions), with such failure to perform or comply causing, or resulting in, the occurrence of the Termination Event specified herein.

(b) Upon the termination of this Agreement pursuant to Section 8, Section 9, Section 10, or Section 11 hereof, all Parties shall be released from their commitments, undertakings, and agreements under or related to this Agreement, and there shall be no liability or obligation on the part of any Party.

(c) Notwithstanding Section 12(b) hereof, in no event shall any termination of this Agreement relieve a Party from (i) liability for its breach or non-performance of its obligations hereunder prior to the termination date, including but not limited to CEC's obligations to pay the SGN Fees and Expenses, and (ii) obligations under this Agreement which by their terms expressly survive a termination date; provided, however, that, notwithstanding anything to the contrary contained herein, any Termination Event (including any automatic termination) may be waived in accordance with the procedures established by Section 15 hereof, in which case such Termination Event so waived shall be deemed not to have occurred, this Agreement consequently shall be deemed to continue in full force and effect, and the rights and obligations of the Parties shall be restored, subject to any modification set forth in such waiver.

(d) Upon a Termination Event that releases a Consenting SGN Creditor from its commitments, undertakings, and agreements under or related to this Agreement (as set forth in Section 12(b)), unless otherwise agreed to in writing by such Consenting SGN Creditor, any and all votes, approvals, or consents delivered by such Consenting SGN Creditor and, as applicable, its Affiliates, subsidiaries, managed funds, representatives, agents, and/or employees in connection with the Restructuring prior to such termination date shall be deemed, for all purposes, to be null and void ab initio from the first instance, and, absent any further action by any Consenting SGN Creditor, with respect to any such vote to accept the Plan, such vote shall be deemed to be a vote against the Plan.

13. Transfer of SGN Claims. The Restructuring Support Parties agree, with the exception of the permitted transfers and purchases enumerated in (a) below, that no

Restructuring Support Party will, directly or indirectly, sell, contract to sell, give, assign, hypothecate, pledge, encumber, grant a security interest in, offer, sell any option or contract to purchase, or otherwise transfer or dispose of, any economic, voting or other rights in or to, by operation of law or otherwise (collectively, "Transfer"), all or any portion of its SGN Claims now or hereafter owned, and no such Transfer will be effective, unless the transferee executes and provides to the Company and counsel to the Consenting SGN Creditors a transfer agreement in the form attached hereto as Exhibit C within two (2) Business Days of the execution of an agreement (or trade confirmation) in respect of such Transfer. For the avoidance of doubt, the Caesars Parties agree that any such transfer agreement shall be included in the definition of "Confidential Claims Information" in Section 5(a)(iv) hereof. In addition to the foregoing Transfer, the following Transfers shall be permitted:

(a) any Transfer by one Consenting SGN Creditor to another Consenting SGN Creditor.

Any Transfer of any Restructuring Support Party's SGN Claims that does not comply with the foregoing shall be deemed void *ab initio*; provided, however, for the avoidance of doubt, that upon any purchase, acquisition, or assumption by any Restructuring Support Party of any SGN Claims, such SGN Claims shall automatically be deemed to be subject to all the terms of this Agreement. The restrictions in this Agreement are in addition to any Transfer restrictions in the SGN Indenture and in the event of a conflict the Transfer restrictions contained in this Agreement shall control; provided, however, that nothing herein shall restrict, waive, or suspend any consent right the Company may have with respect to any Transfer; and provided further that nothing herein shall restrict in any way any transfer by a Consenting SGN Creditor of Claims that it owns other than SGN Claims.

Notwithstanding the foregoing, a Qualified Marketmaker, acting solely in its capacity as such, that acquires any SGN Claim subject to this Agreement shall not be required to execute a Transfer Agreement or otherwise agree to be bound by the terms and conditions set forth herein if, and only if, such Qualified Marketmaker sells or assigns such SGN Claim within ten (10) Business Days of its acquisition and the purchaser or assignee of such SGN Claim is a Consenting SGN Creditor or an entity that executes and provides a Transfer Agreement in accordance with the terms set forth herein; provided that if a Qualified Marketmaker, acting solely in its capacity as such, acquires First Lien Bond Debt, First Lien Bank Debt, Second Lien Bond Debt, SGN Debt, or Unsecured Debt from an entity who is not a Consenting SGN Creditor with respect to such debt (collectively, "Qualified Unrestricted Claims"), such Qualified Marketmaker may Transfer any right, title or interest in such Qualified Unrestricted Claims without the requirement that the transferee execute a Transfer Agreement; provided further that unless waived by the Company in writing any such Qualified Marketmaker that is a Party to this Agreement shall otherwise be subject to the terms and conditions of this Agreement (including Section 2(a)(iii) hereof) with respect to Qualified Unrestricted Claims pending the completion of any such Transfer.

Notwithstanding anything herein to the contrary: (a) to the extent that a Restructuring Support Party effects the Transfer of all of its SGN Claims in accordance with this Agreement, such Restructuring Support Party shall cease to be a Party to this Agreement in all respects and shall have no further obligations hereunder; provided, however, that if such Restructuring Support

Party acquires a SGN Claim at any point thereafter, it shall be deemed to be a Party to this Agreement on the same terms as if it had not effected a Transfer of all of its SGN Claims; and (b) unless waived by the Company in writing, subject to Section 2(a)(ii) hereof, to the extent that a Restructuring Support Party effects the Transfer of a SGN Claim that it holds as a participant (and not grantor) pursuant to a participation agreement with voting provisions substantially similar to those set forth in the form of participation agreement produced by the Loan Syndications & Trading Association, the transferee thereof shall not be required to execute a Transfer Agreement.

14. Cooperation.

(a) The Company in the Chapter 11 Cases shall use commercially reasonable efforts to provide to counsel for the other Parties (a) drafts of all material motions, applications (other than applications seeking to retain professional advisors), and other documents the Company intends to file with the Bankruptcy Court, no less than three (3) Business Days before the date when the Company intends to file any such document unless such advance notice is impossible or impracticable under the circumstances, in which case the Company shall notify telephonically or by electronic mail counsel to the other Parties to advise them of the documents to be filed and the facts that make the provision of advance copies no less than three (3) Business Days before submission impossible or impracticable, and shall provide such copies as soon as reasonably possible thereafter, and (b) copies of all material documents actually filed by the Company with the Bankruptcy Court promptly but not later than one (1) day after such filing.

(b) CEC in a CEC Chapter 11 Case shall use commercially reasonable efforts to provide to counsel for the other Parties (a) drafts of all material motions, applications (other than applications seeking to retain professional advisors), and other documents CEC intends to file with the Bankruptcy Court, no less than three (3) Business Days before the date when CEC intends to file any such document unless such advance notice is impossible or impracticable under the circumstances, in which case CEC shall notify telephonically or by electronic mail counsel to the other Parties to advise them of the documents to be filed and the facts that make the provision of advance copies no less than three (3) Business Days before submission impossible or impracticable, and shall provide such copies as soon as reasonably possible thereafter, and (b) copies of all material documents actually filed by CEC with the Bankruptcy Court promptly but not later than one (1) day after such filing.

15. Amendments. No amendment, modification, waiver, or other supplement of the terms of this Agreement (including the Restructuring Term Sheet) shall be valid unless such amendment, modification, waiver, or other supplement is in writing and has been signed by the Caesars Parties and the Requisite Consenting SGN Creditors; provided, however, that:

(a) no such consents shall be required from any Consenting SGN Creditor with respect to any modification or amendment of any other agreement, document or other instrument implementing the Restructuring, regarding the treatment of Claims other than with respect to SGN Claims, so long as it would not, reasonably construed, have an adverse impact on the interests of holders of SGN Claims (including with respect to the form or value of recoveries to be provided on account of such SGN Claims pursuant to the Restructuring), in their capacities as such, in connection with the Restructuring;

(b) any amendment to this Agreement to (i) the defined terms “Consenting SGN Creditors” or “Requisite Consenting SGN Creditors” or (ii) Section 15 hereof shall require the written consent of the Company, CEC and each Consenting SGN Creditor;

(c) any amendment that would materially and adversely affect any Consenting SGN Creditor that is a holder of SGN Claims, solely in its capacity as such, in a manner that is disproportionate to any other holder of SGN Claims, solely in its capacity as such, shall require the prior written consent of the adversely affected Consenting SGN Creditor;

(d) for the avoidance of doubt, any waiver of the conditions to the effectiveness of this Agreement set forth in Section 16 hereof may be waived only upon the express written consent of each of the Caesars Parties;

(e) the Company in the Chapter 11 Cases may waive application of the representations and warranties set forth by Section 7(a)(ii) and Section 7(a)(iii) hereof in all or in part with respect to any Consenting SGN Creditor in its sole discretion, but in consultation with CEC; and

(f) CEC in a CEC Chapter 11 Case may waive application of the representations and warranties set forth by Section 7(a)(ii) and Section 7(a)(iii) hereof in all or in part with respect to any Consenting SGN Creditor in its sole discretion, but in consultation with the Company.

16. Conditions to Effectiveness. This Agreement (and the obligations of all Parties hereunder) shall not become effective or enforceable against or by any of the Parties until the first date that this Agreement shall have been executed by (i) the Caesars Parties, and (ii) Consenting SGN Creditors beneficially owning or controlling with the power to vote in favor of the Plans at least 66.7% of the aggregate outstanding amount of the Company’s obligations under the SGN Indenture (the date upon which this Agreement becomes so effective, the “Agreement Effective Date”); provided, further, that if the conditions to effectiveness set forth in the preceding sentence are not satisfied, or waived by the Caesars Parties in their sole discretion, on or before June 30, 2016, which date may be extended one time for a further 30 days at the sole discretion of the Caesars Parties, this Agreement automatically shall be null and void *ab initio* and of no force or effect.

17. Entire Agreement. This Agreement, including the Restructuring Term Sheet, constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all other prior negotiations, agreements and understandings, whether written or oral, among the Parties with respect to the subject matter of this Agreement; provided, however, that any confidentiality agreement executed by any Restructuring Support Party shall survive this Agreement and shall continue to be in full force and effect in accordance with its terms.

18. Survival of Agreement. Each of the Parties acknowledges and agrees that this Agreement is being executed in connection with negotiations concerning a possible restructuring of the Company, and (a) the exercise of the rights granted in this Agreement (including giving of notice of termination) shall not be a violation of the automatic stay provisions of section 362 of

the Bankruptcy Code and (b) the Company hereby waives its right to assert a contrary position in the Chapter 11 Cases, with respect to the foregoing. The Parties further acknowledge and agree that in the event of a CEC Bankruptcy Event or a CEC Chapter 11 Case, (a) the exercise of the rights granted in this Agreement (including giving of notice of termination) shall not be a violation of the automatic stay provisions of section 362 of the Bankruptcy Code with respect to any CEC bankruptcy and (b) CEC hereby waives its right to assert a contrary position in any such bankruptcy with respect to the foregoing and agrees that it will cooperate fully with Consenting SGN Creditors and the Company in obtaining a modification of the automatic stay to the extent necessary to permit Consenting SGN Creditors and the Company to exercise their rights under this Agreement.

19. No Waiver of Participation and Preservation of Rights. If the transactions contemplated herein are not consummated, or following the occurrence of the termination of this Agreement, if applicable, nothing herein shall be construed as a waiver by any Party of any or all of such Party's rights, remedies, claims, and defenses and the Parties expressly reserve any and all of their respective rights, remedies, claims and defenses.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, shall constitute the same instrument and the counterparts may be delivered by facsimile transmission or by electronic mail in portable document format (.pdf).

21. Caesars Parties Fiduciary Duties.

(a) Nothing in this Agreement shall otherwise require the Company or CEC or any directors, officers, or members of the Company or CEC, each in its capacity as a director, officer, or member of the Company or CEC, to take any action, or to refrain from taking any action, to the extent inconsistent with its or their fiduciary obligations under applicable law (as reasonably determined by them in good faith after consultation with legal counsel).

(b) All Consenting SGN Creditors reserve all rights they may have, including the right (if any) to challenge any exercise by the Company or CEC of its respective fiduciary duties.

22. Headings. The headings of the Sections, paragraphs, and subsections of this Agreement are inserted for convenience only and shall not affect the interpretation hereof.

23. Relationship Among Parties. Notwithstanding anything herein to the contrary, the duties and obligations of the Restructuring Support Parties under this Agreement shall be several, not joint. No Restructuring Support Party shall, as a result of its entering into and performing its obligations under this Agreement, be deemed to be part of a "group" (as that term is used in section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder) with any of the other Restructuring Support Parties. It is understood and agreed that no Consenting SGN Creditor has any duty of trust or confidence in any kind or form with any other Consenting SGN Creditor, and, except as expressly provided in this Agreement, there are no commitments among or between them. In this regard, it is understood and agreed that any Consenting SGN Creditor may trade in the Claims or other debt

or equity securities of the Company without the consent of the Company or any other Consenting SGN Creditor, subject to applicable securities laws, the terms of this Agreement, and the terms of the First Lien Bank Documents, the First Lien Indentures, the Second Lien Indentures, the SGN Indenture, and the Unsecured Indentures; provided, however, that no Consenting SGN Creditor shall have any responsibility for any such trading to any other entity by virtue of this Agreement. No prior history, pattern, or practice of sharing confidences among or between the Consenting SGN Creditors shall in any way affect or negate this understanding and agreement.

24. Specific Performance; Remedies Cumulative. It is understood and agreed by the Parties that, without limiting any other remedies available at law or equity, money damages would be an insufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach, including, without limitation, an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder, without the necessity of proving the inadequacy of money damages as a remedy. Each of the Parties hereby waives any defense that a remedy at law is adequate and any requirement to post bond or other security in connection with actions instituted for injunctive relief, specific performance, or other equitable remedies.

25. No Commitment. No Restructuring Support Party shall be obligated to fund or otherwise be committed to provide funding in connection with the Restructuring, except pursuant to a separate commitment letter or definitive documentation relating specifically to such funding, if any, that has been (i) executed by such Restructuring Support Party and (ii) approved by the Bankruptcy Court, as necessary, along with the satisfaction of any conditions precedent to such funding requirements.

26. Governing Law and Dispute Resolution. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to such state's choice of law provisions which would require the application of the law of any other jurisdiction. Each of the Parties hereby agrees that the Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of or in connection with this Agreement.

27. Notices. All notices, requests, documents delivered, and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally, by facsimile transmission, mailed (first class postage prepaid) or by electronic mail ("e-mail") to the Parties at the following addresses, facsimile numbers, or e-mail addresses:

If to the Company:

Caesars Entertainment Operating Company, Inc.
One Caesars Palace Drive
Las Vegas, NV 89109
Attn: General Counsel

With a copy to (which shall not constitute notice):

Kirkland & Ellis LLP
601 Lexington Ave
New York, NY 10022
Attn: Paul M. Basta, P.C.
Nicole L. Greenblatt, P.C.
E-mail Address: paul.basta@kirkland.com
ngreenblatt@kirkland.com
Facsimile: (212) 446 4900

-and-

Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
Attn: David R. Seligman, P.C.
Joseph M. Graham
E-mail Address: dseligman@kirkland.com
joe.graham@kirkland.com
Facsimile: (312) 862-2200

If to CEC:

Caesars Entertainment Corp.
One Caesars Palace Drive
Las Vegas, NV 89109
Attn: General Counsel

With a copy to (which shall not constitute notice):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
Attn: Jeffrey D. Saferstein
Samuel E. Lovett
Telephone: (212) 373-3000
Facsimile (212) 373-2053
E-mail Address: jsaferstein@paulweiss.com
slovett@paulweiss.com

-and-

Milbank, Tweed, Hadley & McCloy LLP
601 South Figueroa Street, 30th Floor
Los Angeles, CA 90017
Attn: Paul S. Aronzon
Thomas R. Kreller
Telephone: (213) 892-4000
Fax: (213) 629-5063
Email Address: paronzon@milbank.com
tkreller@milbank.com

If to a Consenting SGN Creditor, to the address set forth beneath such lender's signature block,

with a copy to (which shall not constitute notice):

White & Case LLP
1155 Avenue of the Americas
New York, NY 10036
Attn: Thomas E Lauria
J. Christopher Shore

Telephone: (212) 819-8200

Facsimile: (212) 354-8113

E-mail Address: tloria@whitecase.com
cshore@whitecase.com

28. Third-Party Beneficiaries. Unless expressly stated herein, the terms and provisions of this Agreement are intended solely for the benefit of the Parties hereto and their respective successors and permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other Person.

29. Conflicts Between the Restructuring Term Sheet and this Agreement. In the event of any conflict among the terms and provisions in the Restructuring Term Sheet and this Agreement, the terms and provisions of this Agreement shall control.

30. Settlement Discussions. This Agreement is part of a proposed settlement of matters that could otherwise be the subject of litigation among the Parties hereto. Nothing herein shall be deemed an admission of any kind. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than to prove the existence of this Agreement or in a proceeding to enforce the terms of this Agreement.

31. Good-Faith Cooperation; Further Assurances. The Parties shall cooperate with each other in good faith in respect of matters concerning the implementation and consummation of the Restructuring.

32. Access. The Company and CEC will promptly provide the SGN Professionals reasonable access, upon reasonable notice, during normal business hours to relevant properties, books, contracts (including any Executory Contracts and Unexpired Leases), commitments, records, management and executive personnel, and advisors of the Company (other than with respect to materials subject to attorney-client privilege or where granting such access is prohibited by law); provided, however, that the Company's or CEC's obligations hereunder shall be conditioned upon such Party being party to an appropriate confidentiality agreement or undertaking.

33. Qualification on Consenting SGN Creditor Representations. The Parties acknowledge that all representations, warranties, covenants, and other agreements made by any Consenting SGN Creditor that is a separately managed account of an investment manager are being made only with respect to the SGN Claims managed by such investment manager (in the amount identified on the signature pages hereto), and shall not apply to (or be deemed to be made in relation to) any SGN Claims that may be beneficially owned by such Consenting SGN Creditor that are not held through accounts managed by such investment manager.

34. Publicity. The Company shall use its commercially reasonable efforts to submit drafts to the SGN Professionals of any press releases and public documents that constitute disclosure of the existence or terms of this Agreement or any amendment to the terms of this Agreement at least three (3) Business Days prior to making any such disclosure, and shall afford them a reasonable opportunity under the circumstances to comment on such documents and disclosures and shall incorporate any such reasonable comments in good faith.

35. Additional Consideration. To the extent that a holder of SGN Claims, in its capacity as such, receives Additional Consideration in connection with the Restructuring, such Additional Consideration shall be made available to all Consenting SGN Creditors, in their capacities as such, on the same terms and on a *pro rata* basis in accordance with their respective SGN Claims holdings. Any Consenting SGN Creditor that is not accorded such Additional Consideration shall have the right to terminate this Agreement upon three (3) Business Days' written notice to the Parties in accordance with Section 27 hereof; provided that such termination shall only be with respect to the terminating Consenting SGN Creditor, and not with respect to any non-terminating Parties.

36. CEC Bankruptcy or Similar Proceeding. Except as otherwise provided herein, nothing herein shall be construed to limit or impair in any way a Consenting SGN Creditor's, the Company's, or the Trustee's ability to appear in or take any other action to protect its interests (or, in the case of the Trustee, the interests of its beneficiaries) in connection with any proceeding related to a CEC Chapter 11 Case to the extent not inconsistent with the terms hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CAESARS ENTERTAINMENT OPERATING
COMPANY, INC.**, on behalf of itself and each of the debtors
in the Chapter 11 Cases

By: /s/ Randall S. Eisenberg
Name: Randall S. Eisenberg
Title: Chief Restructuring Officer

CAESARS ENTERTAINMENT CORPORATION

By: /s/ Eric Hession
Name: Eric Hession
Title: CFO

Exhibit A

SGN Claims

Regardless of whether Class G votes to accept or reject the Plan, on the Effective Date, each holder of a SGN Claim shall receive its pro rata share of (a) \$116,810,000 in New CEC Convertible Notes, (b) 4.122% of New CEC Common Equity on a fully-diluted basis (giving effect to the issuance of the New CEC Convertible Notes but not taking into account any dilution from any New CEC Capital Raise). If the Company is successful in its objection titled *Debtors' Omnibus Objection to Unmatured Interest Asserted in (A) Claim Number 2849 filed by Delaware Trust Company, (B) Claim Number 3269 filed by Wilmington Savings Fund Society, FSB, and (C) Claim Number 3344 filed by BOKF, N.A.* [Docket No. 3915], then to the extent that the recovery (in a percentage) for Classes H, I and J increases as a result of an "Improved Recovery Event" under the CEOC Plan, then the recovery (in a percentage) to Class G shall increase by the same percentage, and the "Reduced Claim Adjustment" under the CEOC Plan for Holders of Second Lien Note Claims shall be further adjusted accordingly. The May 27 CEOC Plan (or any subsequently filed or amended CEOC Plan), including Article III.B.7, shall be amended accordingly.

The Waiver of Turnover Provisions in the May 27 CEOC Plan (or any subsequently filed or amended CEOC Plan) shall be in effect on the Effective Date, and shall be amended to read as follows: "The Holders of First Lien Notes Claims and Prepetition Credit Agreement Claims, and their respective trustees and/or agents, waive their rights to turnover under the Subsidiary Guaranteed Notes Intercreditor Agreement."

Article IV.I of the May 27 CEOC Plan (or any subsequently filed or amended CEOC Plan) shall be amended to read as follows:

1. *Subsidiary-Guaranteed Notes Settlement.*

The Plan recoveries available to the Holders of Subsidiary-Guaranteed Notes Claims pursuant to the Plan have been made available pursuant to a settlement by and among CEOC, each Subsidiary Guarantor, the Holders of Subsidiary-Guaranteed Notes Claims, CEC, the Consenting First Lien Bank Lenders, and the Consenting First Lien Noteholders (including with respect to the waiver of turnover provisions under the Subsidiary-Guaranteed Notes Intercreditor Agreement set forth in Article IV.A.10 hereof). As more fully set forth in the SGN RSA, by the Subsidiary-Guaranteed

Notes Settlement, (a) the Holders of Prepetition Credit Agreement Claims and First Lien Notes Claims, and their respective trustees and/or agents, waive their rights to turnover under the Subsidiary-Guaranteed Notes Intercreditor Agreement, and such waiver shall be in effect on the Effective Date and (b) regardless of whether Class G votes to accept or reject the Plan, on the Effective Date, each holder of a SGN Claim shall receive its pro rata share of (i) \$116,810,000 in New CEC Convertible Notes and (ii) 4.122% of New CEC Common Equity on a fully-diluted basis (giving effect to the issuance of the New CEC Convertible Notes but not taking into account any dilution from any New CEC Capital Raise). Confirmation of the Plan shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, of the Subsidiary-Guaranteed Notes Settlement.

The term "Confirmation Order" as used in the May 27 CEOC Plan (or any subsequently filed or amended CEOC Plan) shall be amended to read as follows after the words "reasonably acceptable to the Debtors, CEC, the Requisite Consenting SGN Creditors (only with respect to their treatment and recovery) ...".

Article IX.B of the May 27 CEOC Plan (or any subsequently filed or amended CEOC Plan) shall be amended to read as follows: "Without limiting the respective rights of each party to the Restructuring Support Agreements, the Debtors, with the reasonable consent of CEC, the Requisite Consenting Bond Creditors, the Requisite Consenting Bank Creditors, and the Requisite Consenting SGN Creditors (only with respect to their treatment and recovery), may waive any of the conditions..."

The following defined terms shall be added to the May 27 CEOC Plan (or any subsequently filed or amended CEOC Plan):

- "Requisite Consenting SGN Creditors" shall have the meaning ascribed to such term in the SGN RSA.
- "SGN RSA" shall mean the Restructuring Support and Forbearance Agreement (including all term sheets and exhibits thereto) dated as of June , 2016, as amended, amended and restated, supplemented, or otherwise modified from time to time, by and between CEOC on behalf of itself and each of the Debtors, CEC, and the Consenting SGN Creditors (as defined therein) party thereto from time to time.

The definition of “Subsidiary Guaranteed Notes Settlement” in the May 27 CEOC Plan (or any subsequently filed or amended CEOC Plan) shall be amended as follows: “...means the settlement set forth in Article IV.1 of the Plan.”

Exhibit B

[INTENTIONALLY OMITTED]

Exhibit C

Transfer Agreement

PROVISION FOR TRANSFER AGREEMENT

The undersigned ("Transferee") (a) hereby acknowledges that it has read and understands the Restructuring Support and Forbearance Agreement, dated as of [], 2016 (the "Agreement"),¹ by and among the Caesars Parties and each of the Consenting SGN Creditors party thereto, (b) desires to acquire the SGN Claims described below (the "Transferred Claims") from one of the Restructuring Support Parties (the "Transferor") and (c) hereby irrevocably agrees to be bound by the terms and conditions of the Agreement to the same extent Transferor was thereby bound with respect to the Transferred Claims, and shall be deemed a Consenting SGN Creditor for all purposes under the Agreement.

The Transferee hereby specifically and irrevocably agrees (i) to be bound by the terms and conditions of the **SGN Indenture** and the Agreement, to the same extent applicable to the Transferred Claims, (ii) to be bound by the vote of the Transferor if cast prior to the effectiveness of the transfer of the Transferred Claims, except as otherwise provided in the Agreement and (iii) that each of the Parties shall be an express third-party beneficiary of this Provision for Transfer Agreement and shall have the same recourse against the Transferee under the Agreement as such Party would have had against the Transferor with respect to the Transferred Claims.

Date Executed: ,

Print name of Transferee

Name: _____
Title: _____

Address: _____

Attention: _____
Telephone: _____
Facsimile: _____

¹ Capitalized terms not used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

Principal Amount Held

Claim

Amount

Exhibit D

Instruction Letter for 10.75% Senior Unsecured Notes due 2016

Wilmington Trust, National Association
1100 North Market Street, Rodney Square North
Wilmington, DE 19801
Telephone: (302) 651-8541
Facsimile: (302) []
Attn: []

Reference is made to the Indenture, February 1, 2008, among CEOC, subsidiary Note Guarantors² thereto, and the Trustee, providing for the issuance of 10.75% Senior Notes due 2016 (the "Notes"), as amended, amended and restated, supplemented, or otherwise modified from time to time (the "Indenture"). Pursuant to Section 6.05 of the Indenture, the undersigned, constituting holders (collectively, the "Majority Holders") of a majority in principal amount of outstanding Notes, hereby direct you, solely in your capacity as successor trustee under the Indenture (solely in such capacity, "you"): (a) to execute and file a stipulation substantially in the form of the stipulation annexed as an exhibit hereto (the "Stipulation") providing for a stay of the prosecution of the case titled *Wilmington Trust, National Association, solely in its capacity as successor Indenture Trustee for the 10.75% Notes due 2016 v. Caesars Entertainment Corporation*, Case No. 15-cv-08280 (S.D.N.Y.) (the "Wilmington Trust Case"); and (b) to discontinue the prosecution of the Wilmington Trust Case, except as may be necessary or appropriate to seek approval of the Stipulation or to assert claims or causes of action that may be subject to a statute of limitations or similar defense and are not subject to a tolling agreement reasonably satisfactory to the you, holders of a majority in principal amount of outstanding Notes, and the defendants in the Wilmington Trust Case.

Certain, but not all, of the Majority Holders that are signatories below may have previously provided directions (the "Previous Directions") to you regarding, *inter alia*, prosecution of the Wilmington Trust Case. For the sake of clarity, the directions stated in this letter, upon delivery to you by the Majority Holders, shall constitute additional directions to you. In addition, this letter shall constitute a revocation of any Previous Directions given to you pursuant to any other direction letter or agreement, to the fullest extent the directions herein are inconsistent therewith.

Each undersigned holder hereby represents, warrants and certifies that, as of the date hereof, (i) such holder is either (A) the sole beneficial owner of the principal amount of Notes set forth below its signature hereto, or (B) has sole investment or voting discretion with respect to the principal amount of Notes set forth below its signature hereto and has the power and authority to bind the beneficial owner(s) of such Notes to the terms of this letter, (ii) such holder has full power and authority to act on behalf of, vote, and consent to matters concerning such Notes, (iii) this letter has been duly authorized, executed and delivered by an authorized officer or director thereof, and (iv) the Trustee has not provided any advice to such holder regarding this letter or any direction contained herein.

² Capitalized terms not defined herein shall have the meanings ascribed to them in the Indenture, unless otherwise indicated.

This letter may be executed in one or more counterparts, each of which, when so executed, shall constitute the same instrument and the counterparts may be delivered by facsimile transmission or by electronic mail in portable document format (.pdf).

[SIGNATURE PAGES FOLLOW]

Noteholder

_____ ,

By: _____

Name:

Title:

Address: _____

Principal Amount of Notes held:

(\$) _____

WILMINGTON TRUST, NATIONAL)	
ASSOCIATION, solely in its capacity as successor)	
Indenture Trustee for the 10.75% Notes due 2016,)	
)	
Plaintiff,)	Case No. 1:15-cv-08280-JSR
)	
v.)	
)	
CAESARS ENTERTAINMENT CORPORATION,)	
)	
Defendant,)	
)	

STIPULATION AND [PROPOSED] ORDER

WHEREAS, Plaintiff Wilmington Trust, National Association in its capacity as successor Indenture Trustee for the Notes (“Wilmington Trust”) brings this action on behalf of the holders (the “Noteholders”) of Caesars Entertainment Operating Company’s (“CEOC”) 10.75% Senior Unsecured Notes due 2016 (the “Notes”);;

WHEREAS, on [], 2016, Defendant Caesars Entertainment Corporation (“CEC”), CEOC, and certain Noteholders collectively holding in excess of 50.1% of the outstanding Notes entered into a Restructuring Support and Forbearance Agreement (“RSA”) respecting CEOC’s indebtedness on the Notes;

WHEREAS, pursuant to the RSA, the Noteholders have directed Wilmington Trust to seek a stay of this action brought on their behalf;

WHEREAS, CEC agrees that a stay of this action is appropriate;

WILMINGTON TRUST AND CEC HEREBY STIPULATE, by and through their respective attorneys of record, subject to Court approval, that this action

shall be stayed until further agreement of the parties to this action or Order of the Court; provided, however, that Wilmington Trust shall not be stayed from asserting claims or causes of action that may be subject to a statute of limitations or similar defense and are not subject to a tolling agreement reasonably satisfactory to Wilmington Trust, CEC, and the Consenting SGN Creditors (as defined in the RSA).

[Signature Pages Follow]

Dated: Wilmington, Delaware
[], 2016

WHITE & CASE LLP

J. Christopher Shore
Harrison L. Denman
White & Case LLP
1155 Avenue of the Americas
New York, NY 10036
Telephone: (212) 819-8200
Facsimile: (212) 354-8113

-and-

Thomas E Lauria
Jason Zakia
White & Case LLP
Southeast Financial Center, Suite 4900
200 South Biscayne Blvd.
Miami, FL 33131
Telephone: (305) 371-2700
Facsimile: (305) 358-5744

-and-

PRYOR CASHMAN LLP

Seth H. Lieberman
Patrick Sibley
Pryor Cashman LLP
7 Times Square
New York, NY 10036
Telephone: (212) 421-4100
Facsimile: (212) 326-0806

*Attorneys for Plaintiff Wilmington Trust, National
Association, solely in its capacity as successor Indenture
Trustee under the Indenture*

By:

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Michael E. Gertzman (mgertzman@paulweiss.com)
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-and-

FRIEDMAN KAPLAN SEILER & ADELMAN LLP

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7 Times Square
New York, NY 10036-6516
Tel: (212) 833-1100
Fax: (212) 833-1250

Attorneys for Defendant Caesars Entertainment Corporation

IT IS SO ORDERED this day of , 2016

Hon. Jed S. Rakoff, U.S.D.J.

THIS AGREEMENT IS NOT, AND SHALL NOT BE DEEMED, A SOLICITATION FOR CONSENTS TO ANY PLAN PURSUANT TO SECTIONS 1125 AND 1126 OF THE BANKRUPTCY CODE. VOTES ON THE PLANS SHALL NOT BE SOLICITED UNTIL SUCH PARTY HAS RECEIVED THE DISCLOSURE STATEMENTS AND RELATED BALLOT(S), AS APPROVED BY THE BANKRUPTCY COURT.

RESTRUCTURING SUPPORT, SETTLEMENT AND CONTRIBUTION AGREEMENT

This Restructuring Support, Settlement And Contribution Agreement dated as of June 7, 2016 (as amended, supplemented, or otherwise modified from time to time, this "Agreement"), among: (i) Caesars Entertainment Operating Company, Inc. ("CEOC"), on behalf of itself and each of the debtors in the Chapter 11 Cases and its other direct and indirect subsidiaries (collectively, the "Company"), and (ii) Caesars Entertainment Corporation ("CEC" and together with the Company, each referred to as a "Party" and collectively referred to as the "Parties"). All capitalized terms not defined herein shall have the meanings ascribed to them in the CEOC Plan (as defined below).

RECITALS:

WHEREAS, before the date hereof, the Parties and their representatives engaged in arm's-length, good-faith negotiations regarding a potential reorganization and realignment of certain of the Parties' respective assets and operations, restructuring of the Company's funded indebtedness and settlement of potential and actual claims asserted by the Company against its non-debtor affiliates pursuant to the CEOC Plan, which negotiations resulted in the terms and conditions of this Agreement and the terms and conditions set forth in the CEOC Plan, including without limitation the Merger (collectively, the "Restructuring");

WHEREAS, the Company has investigated claims and causes of action against CEC and its affiliates, sponsors, and others, as more fully disclosed in the CEOC Disclosure Statement (as defined below) (the "SGC Investigation"); provided, however, that CEC disputes many of the conclusions reached by the Company as a result of the SGC Investigation and expressly reserves all rights to challenge those conclusions in connection with any litigation regarding the CEOC Plan or otherwise;

WHEREAS, a chapter 11 examiner appointed in the Chapter 11 Cases investigated the claims and causes of action held by the Company and its chapter 11 estates against CEC and its affiliates, sponsors, and others, as more fully described in the *Final Version of Examiner's Final Report (Substantially Unredacted)* [Chapter 11 Cases, Docket No. 3720] (the "Examiner Report"); provided, however, that CEC disputes many of the conclusions articulated in the Examiner Report and expressly reserves all rights to challenge those conclusions in connection with any litigation regarding the CEOC Plan or otherwise;

WHEREAS, the Restructuring, the CEOC Plan and the distributions to be made to creditors under the CEOC Plan are dependent upon the substantial, valuable contributions that CEC has agreed to make on, and subject to, the terms and conditions of this Agreement and the CEOC Plan;

WHEREAS, the Restructuring, the CEOC Plan and the distributions of New CEC securities to be made to creditors under the CEOC Plan are dependent and expressly conditioned upon the occurrence of a merger of CEC and Caesars Acquisition Company ("CAC") on terms and conditions acceptable to each of CEC and CAC;

WHEREAS, the Restructuring will be implemented through the CEOC Plan, with CEC serving as plan sponsor as a result of its substantial and valuable contributions thereunder; and

WHEREAS, the Restructuring settles all potential and actual claims of the Company against its non-debtor affiliates, including against CEC, CAC, and their affiliates, sponsors, officers and directors and including all potential claims and causes of action investigated by the SGC Investigation and discussed in the Examiner Report, on the terms and conditions set forth in this Agreement and the CEOC Plan.

NOW, THEREFORE, in consideration of the covenants contained herein and in the CEOC Plan, each Party, intending to be legally bound hereby, agrees as follows.

1. Definitions; Rules of Construction.

(a) Definitions. The following terms shall have the following definitions.

"105 Injunction Order" means an order of the Bankruptcy Court or any other court of competent jurisdiction temporarily enjoining the Caesars Cases on terms and conditions acceptable to CEC.

"Agreement" has the meaning set forth in the preamble hereof.

"Alternative Proposal" means any dissolution or winding up, plan of reorganization or liquidation, merger, consolidation, business combination, sale or issuance of equity interests, sale of a material portion of assets or restructuring involving CEC, its controlled subsidiaries or the Company or any offer or proposal for the foregoing, other than any such transaction that is part of the Restructuring or is permitted under Section 16 hereof.

"Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§101 *et seq.*

"Bankruptcy Court" means the United States Bankruptcy Court for the Northern District of Illinois or, as applicable, any other court in which a bankruptcy case commenced by or against CEC may be pending.

"Business Day" means any day other than Saturday, Sunday, and any day that is a legal holiday or a day on which banking institutions in New York, New York are authorized by law or other governmental action to close.

"CAC" has the meaning set forth in the preamble hereof.

“CAC Joinder” means an agreement executed and delivered by CAC: (a) pursuant to which CAC agrees to be bound to this Agreement with rights and obligations substantially similar to the rights and obligations of CEC hereunder; (b) pursuant to which CAC agrees that any efforts to sell or otherwise transfer all or substantially all of the CIE assets or business will be subject to certain terms and conditions reasonably acceptable to the Company; and (c) which contains provisions acceptable to the Company and CAC regarding jurisdiction, choice of venue and choice of law issues with respect to the CAC Joinder.

“Caesars Cases” means the cases captioned (a) *Wilmington Savings Fund Society, FSB, solely in its capacity as successor Indenture Trustee for the 10% Second-Priority Senior Secured Notes due 2018, on behalf of itself and derivatively on behalf of Caesars Entertainment Operating Company, Inc. v. Caesars Entertainment Corporation, et. al.*, Case No. 10004-VCG (Del. Ch.), (b) *Trilogy Portfolio Company LLC, et. al. v. Caesars Entertainment Corporation and Caesars Entertainment Operating Company, Inc.*, No. 14-cv-7091 (S.D.N.Y.), (c) *Frederick Barton Danner v. Caesars Entertainment Corporation and Caesars Entertainment Operating Company, Inc.*, No. 14-cv-7973 (S.D.N.Y.), (d) *BOKE, N.A., solely in its capacity as successor Indenture Trustee for the 12.75% Second-Priority Senior Secured Notes due 2018 v. Caesars Entertainment Corporation*, Case No. 15-cv-01561 (S.D.N.Y.), (e) *UMB Bank, N.A. solely in its capacity as Indenture Trustee under those certain indentures, dated as of June 10, 2009, governing Caesars Entertainment Operating Company, Inc.’s 11.25% Notes due 2017; dated as of February 14, 2012, governing Caesars Entertainment Operating Company, Inc.’s 8.5% Senior Secured Notes due 2020; dated August 22, 2012, governing Caesars Entertainment Operating Company, Inc.’s 9% Senior Secured Notes due 2020; dated February 15, 2013, governing Caesars Entertainment Operating Company, Inc.’s 9% Senior Secured Notes due 2020 v. Caesars Entertainment Corporation*, Case No. 15-cv-04634 (S.D.N.Y.), (f) *Wilmington Trust, N.A., solely in its capacity as successor Indenture Trustee for the 10.75% Notes due 2016 v. Caesars Entertainment Corporation*, Case No. 15-cv-08280 (S.D.N.Y.), and (g) all claims in, and causes of action relating to, the Caesars Cases otherwise described in clauses (a)–(f) above.

“CEC” has the meaning set forth in the preamble hereof.

“CEC Bankruptcy Event” means the filing against CEC of an involuntary bankruptcy petition.

“CEC Chapter 11 Case” means, if applicable, a voluntary chapter 11 case filed by CEC or a chapter 11 case commenced by CEC following a CEC Bankruptcy Event.

“CEC Confirmation Order” means, if applicable, entry by the Bankruptcy Court of an order confirming a CEC Plan that is materially consistent with this Agreement and the CEOC Plan and reasonably acceptable to the Company and acceptable to CEC.

“CEC Disclosure Statement” means, if applicable, CEC’s disclosure statement, including any exhibits, appendices, related documents, ballots, and procedures related to the solicitation of votes to accept or reject a CEC Plan, in each case, as amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof, in respect of a CEC Plan and that is prepared and distributed in accordance with, among other things, sections 1125, 1126(b), and 1145 of the Bankruptcy Code, Rule 3018 of the Federal Rules of Bankruptcy

Procedure, and other applicable law, each of which shall be substantially consistent with this Agreement and the CEOC Plan and shall otherwise be reasonably acceptable to the Company and CEC.

“CEC Fiduciary Out” has the meaning set forth in Section 6(c) hereof.

“CEC Petition Date” means, if applicable, the date on which CEC commences a CEC Chapter 11 Case.

“CEC Plan” means, if applicable, a chapter 11 plan of reorganization for CEC through which the Restructuring may be effected (as amended, supplemented, or otherwise modified from time to time), and which must be materially consistent with this Agreement and the CEOC Plan and shall otherwise be reasonably acceptable to the Company and acceptable to CEC.

“CEC Termination Event” has the meaning set forth in Section 6 hereof.

“CEOC” has the meaning set forth in the preamble hereof.

“CEOC Confirmation Order” means the entry by the Bankruptcy Court of an order confirming the CEOC Plan that is materially consistent with this Agreement and the CEOC Plan and otherwise acceptable to the Company and CEC.

“CEOC Disclosure Statement” means the Company’s disclosure statement, including any exhibits, appendices, related documents, ballots, and procedures related to the solicitation of votes to accept or reject the CEOC Plan, in each case, as amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof, in respect of the CEOC Plan and that is prepared and distributed in accordance with, among other things, sections 1125, 1126(b), and 1145 of the Bankruptcy Code, Rule 3018 of the Federal Rules of Bankruptcy Procedure, and other applicable law, each of which shall be substantially consistent with this Agreement and the CEOC Plan, and shall otherwise be reasonably acceptable to the Company and CEC.

“CEOC Plan” means the joint chapter 11 plan of reorganization for the Company through which the Restructuring will be effected (as amended, supplemented, or otherwise modified from time to time), a copy of which proposed plan is attached hereto as **Exhibit A**, and any and all amendments thereto must be in form and substance materially consistent with this Agreement and the CEOC Plan, and shall otherwise be acceptable to the Company and CEC.

“Chapter 11 Cases” means the voluntary chapter 11 cases titled *Caesars Entertainment Operating Company, Inc., et. al.*, Case No. 15-01145 (Bankr. N.D. Ill.).

“Company” has the meaning set forth in the preamble hereof.

“Company Fiduciary Out” has the meaning set forth in Section 5(c) hereof

“Company Termination Event” has the meaning set forth in Section 5 hereof.

“Confirmation Orders” means the CEOC Confirmation Order and, if applicable, the CEC Confirmation Order.

“Definitive Documentation” means the Plans, the Disclosure Statements, the Confirmation Orders, and any court filings in (a) the Chapter 11 Cases or (b) a CEC Chapter 11 Case, and any other agreements, documents or exhibits related to or contemplated in the foregoing (but not, for the avoidance of doubt, any professional retention motions or applications), that could be reasonably expected to affect the interests of the Company or CEC in connection with the Restructuring and any other agreements, instruments, certificates, or other documents necessary, desirable or appropriate in order to effectuate the Restructuring.

“Disclosure Statements” means the CEOC Disclosure Statement and, if applicable, the CEC Disclosure Statement.

“Effective Date” means the date upon which all conditions precedent to the effectiveness of the Plans, as applicable, have been satisfied or are expressly waived in accordance with the terms thereof, as the case may be, and on which the Restructuring and the other transactions to occur on the Effective Date pursuant to the Plans, as applicable, become effective or are consummated.

“Examiner Report” has the meaning set forth in the recitals hereof.

“New CEC” means CEC, giving effect to the merger of CAC with and into CEC pursuant to, and the consummation of the other transactions contemplated by, the Merger Agreement.

“Outside CAC Date” means June 17, 2016.

“Outside Date” means December 31, 2017.

“Outside Merger Date” means June 30, 2016.

“Parties” has the meaning set forth in the preamble hereof.

“Person” means an individual, a partnership, a joint venture, a limited liability company, a corporation, a trust, an unincorporated organization, a group or any legal entity or association.

“Plans” means the CEOC Plan and, if applicable, the CEC Plan.

“Restructuring” has the meaning set forth in the recitals hereof.

“Restructuring Support Period” means the period commencing on the date hereof and ending on the earlier of (i) the date on which this Agreement is terminated with respect to all Parties and (ii) the Effective Date.

“SGC Investigation” has the meaning set forth in the recitals hereof.

“Sponsor Agreements” has the meaning set forth in Section 2(c)(v) hereof.

“Termination Date” means the date this Agreement is terminated in accordance with the terms hereof.

“Termination Events” has the meaning set forth in Section 6 hereof.

(b) Rules of Construction. Each reference in this Agreement to “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import shall mean and be a reference to this Agreement.

2. Commitments of CEC.

(a) Affirmative Covenants. Subject to the terms and conditions hereof, for the duration of the Restructuring Support Period, CEC agrees that it shall:

(i) (A) support the Restructuring, (B) support and take, and cause (directly or indirectly) to be taken (to the extent within its control), those actions contemplated by this Agreement or otherwise necessary, desirable, or appropriate to effectuate the Restructuring, including entering into all documents and agreements necessary to consummate the Restructuring, in each case, to which CEC or any of its controlled subsidiaries (other than the Company), as applicable, is a party, and complete the Restructuring and all transactions contemplated under this Agreement and the CEOC Plan, (C) negotiate in good faith and execute and deliver the Definitive Documentation necessary to effectuate the Restructuring, in form and substance consistent in all material respects with this Agreement and the CEOC Plan and as otherwise reasonably acceptable to the Company and CEC, (D) use its reasonable best efforts to obtain any and all required governmental, regulatory, licensing, Bankruptcy Court, or other approvals (including, without limitation, any necessary third-party consents) necessary to the implementation or consummation of the Restructuring, (E) use its reasonable best efforts to lift or otherwise reverse the effect of any injunction or other order or ruling of a court or regulatory body that would impede the consummation of a material aspect of the Restructuring and (F) operate in the ordinary course consistent with industry practice and the operations contemplated pursuant to CEC’s business plan taking into account the Restructuring and the commencement, if any, of a CEC Chapter 11 Case; provided, however, that notwithstanding anything to the contrary in this Agreement, nothing shall limit, impair or impede CEC’s rights to assert positions in litigation before the Bankruptcy Court that challenge or dispute any findings or conclusions contained in the Examiner Report or reached or articulated by CEOC as a result of the SGC Investigation;

(ii) promptly notify or update the Company upon becoming aware of any of the following occurrences: (A) a Termination Event or (B) material developments, negotiations or proposals relating to the Caesars Cases, and any other case or controversy that may be commenced against any of CEC or any of its controlled subsidiaries (other than the Company) in a court of competent jurisdiction or brought before a state or federal regulatory, licensing, or similar board, authority, or tribunal that would reasonably be expected to materially impede or prevent consummation of the Restructuring (including any amendment or modification of the Merger Agreement or the Sponsor Agreements that would have such effect or any termination of the Merger Agreement or the Sponsor Agreements);

(iii) use reasonable best efforts to assist the Company in procuring a tolling agreement (in form and substance reasonably acceptable to the Company) (a "Tolling Agreement") from each individual and entity identified in the SGC Investigation and the Examiner Report (collectively, the "Tolling Parties") by September 30, 2016. In the event a Tolling Agreement from any Tolling Party has not been procured by September 30, 2016, notwithstanding anything to the contrary herein, the Company may commence actions to begin pursuing any and all claims that they or their bankruptcy estates may have against such Tolling Party, including any and all claims identified in the Examiner Report and the SGC Investigation; provided, however, that for the duration of the Restructuring Support Period, the Company shall negotiate in good faith with any such Tolling Party to hold any such action in abeyance pending consummation of the Restructuring.

(b) Negative Covenants. Subject to the terms and conditions hereof, for the duration of the Restructuring Support Period, CEC agrees that it shall not, and shall not permit its controlled subsidiaries, as applicable, to, directly or indirectly:

(i) seek, solicit, or support an Alternative Proposal;

(ii) take, or authorize or permit to be taken, any action materially inconsistent with the transactions contemplated by this Agreement or the CEOC Plan, or that would materially delay or obstruct the consummation of the Restructuring or adversely affect the consideration to be delivered to any party in connection therewith, including without limitation any amendment or modification of the Merger Agreement or the Sponsor Agreements that would have any such effect;

(iii) take, or authorize or permit to be taken, any action in connection with the Restructuring that violates this Agreement;

(iv) initiate any litigation or other proceeding (other than a CEC Chapter 11 Case) or enter into any proposed settlement of any Claim, litigation, dispute, controversy, cause of action, proceeding, appeal, determination, investigation, matter, or otherwise, in each case, that would materially impair the Company's or New CEC's ability to consummate the Restructuring or that would provide for treatment of any Claim that is greater than the treatment provided for such Claim pursuant to the CEOC Plan without the express written consent of the Company (which can be delivered by email from counsel to the Company);

(v) (A) publicly announce its intention not to pursue the Restructuring; (B) suspend or revoke the Restructuring; or (C) execute any agreements, instruments, or other documents (including any modifications or amendments to any material Definitive Documentation) necessary to effectuate the Restructuring that, in whole or in part, are not materially consistent with this Agreement and the CEOC Plan, or are not otherwise reasonably acceptable to the Company;

(vi) take any action or omit to take any action, or incur, enter into, or suffer any transaction, arrangement, condition, matter, or circumstance, that (in any such case) materially impairs, or would reasonably be expected to materially impair, the ability of New CEC to perform its obligations to carry out the Restructuring, other than CEC's commencement of a CEC Chapter 11 Case;

(vii) (A) sell, transfer, lease, license, pledge, allow to lapse, or otherwise dispose of (by merger, consolidation, or sale of stock or assets), subject to a Lien or otherwise encumber any material assets (including material intellectual property or the equity or assets of any direct or indirect subsidiary); (B) amend or propose to amend any organizational documents; (C) split, combine, or reclassify any outstanding equity interests, or declare, set aside, or pay any dividend payable in cash, stock, property, or otherwise with respect to such shares or other equity interest; or (D) redeem, purchase, acquire, or offer to acquire any equity interests;

(viii) (A) issue, sell, pledge, or dispose of any Equity Interests, other than pursuant to the Merger; (B) acquire (by merger, consolidation, or acquisition of stock or assets) any corporation, partnership, or other business organization or division thereof, other than pursuant to the Merger; (C) incur any indebtedness for borrowed money, except in the ordinary course consistent with industry practice or issue any debt securities; or (D) dissolve or otherwise alter its corporate or other organizational existence; or

(ix) agree or otherwise commit to any of the foregoing.

(c) CEC Covenants re CEOC Plan. Without limiting anything in this Section 2, to the extent within its respective control, CEC will take, will cause its controlled subsidiaries (other than the Company), as applicable, to take, and will use reasonable best efforts to cause (directly or indirectly) New CEC, upon consummation of the Merger, to take, all actions necessary or appropriate (including the negotiation (consistent with this Agreement and the CEOC Plan), execution, and delivery of Definitive Documentation to which such Person is a party) to timely consummate the CEOC Plan, including without limitation the following (it being understood that consummation of the transactions contemplated by the CEOC Plan are subject to the terms and conditions of the CEOC Plan, including consummation of the Merger, but CEC will take, and will cause its controlled subsidiaries (other than the Company), as applicable, to take, the actions and make the efforts contemplated by this Section 2(c) in preparation for and in anticipation of such consummation):

(i) the performance of all actions, deliveries, and obligations of New CEC contemplated by the CEOC Plan;

(ii) the negotiation (consistent with this Agreement and the CEOC Plan), execution, and delivery of the New CEC Convertible Note Documents and the issuance and delivery of \$1,000,000,000 of New CEC Convertible Notes;

(iii) the issuance of up to 52.7% of the New CEC Common Equity (which includes the New CEC Common Equity issuable pursuant to the New CEC Convertible Notes) in accordance with the terms of the CEOC Plan;

(iv) the commencement and consummation of any New CEC Capital Raise to fund New CEC's contributions to the CEOC Plan, provided that all holders of, or persons that will hold, New CEC Common Equity shall have preemptive rights to participate (pro rata based on such holder's actual or anticipated pro forma New CEC Common Equity) in any New CEC Capital Raise; provided, further, that to the extent that the Company determines that the structure of a New CEC Capital Raise would have negative consequences with respect to the tax treatment of the Spin Structure, the Company shall be able to modify or eliminate to the extent necessary the New CEC Capital Raise to avoid such negative consequences;

(v) (A) the negotiation, execution, and delivery of a definitive Merger Agreement (which may be an amendment to, or an amendment and restatement of, the Merger Agreement in existence as of the date hereof), along with agreements with the Sponsors to vote their shares in CEC and CAC to approve the Merger when the shareholder votes on the Merger are solicited in accordance with applicable law (the "Sponsor Agreements"), in each case, no later than June 30, 2016 and on terms and conditions (including conditions to closing) reasonably acceptable to each of CEC and CAC, and (B) the consummation of the transactions contemplated thereby; CEC shall use reasonable best efforts to keep the Company reasonably updated on the status of such agreements;

(vi) the New CEC OpCo Stock Purchase for \$700,000,000 in Cash;

(vii) the New CEC PropCo Common Stock Purchase, if applicable, for \$91,000,000 in Cash, provided that if the PropCo Equity Election contemplated by the CEOC Plan would materially affect the amount and/or value of PropCo Common Equity New CEC must purchase for the Partnership Contribution Structure, the Company and New CEC shall negotiate the amount of Cash necessary to purchase 5% of PropCo Common Equity pursuant to the New CEC PropCo Common Stock Purchase;

(viii) the contribution and/or distribution of Cash, including the New CEC Cash Contribution and including the Cash proceeds from the New CEC Capital Raise to be used to fund the consummation of the Restructuring;

(ix) the negotiation (consistent with this Agreement and the CEOC Plan), execution, and delivery of amendments to the CES LLC Agreement and the CES Shared Services Agreement;

(x) the negotiation (consistent with this Agreement and the CEOC Plan), execution, and delivery of the OpCo Guaranty Agreement, the Management and Lease Support Agreements, and Master Lease Agreements;

(xi) the contribution of the Bank Guaranty Purchase Price (as calculated in the CEOC Plan) to the Company;

(xii) the establishment of the composition of the New CEC board of directors;

(xiii) the negotiation (consistent with this Agreement and the CEOC Plan), execution, and delivery of the Right of First Refusal Agreement; and

(xiv) the negotiation (consistent with this Agreement and the CEOC Plan), execution, and delivery of the PropCo Call Right Agreement.

(d) Cooperation. Without limiting anything in this Section 2, CEC will, and will cause its controlled subsidiaries (to the extent within its control) to, use its reasonable best efforts and continue to cooperate with the Company and other parties in the implementation of the Restructuring, including providing, making available and/or providing access to the premises, properties, businesses, operations, books and records and other information that is reasonably requested in connection with implementing the Restructuring (subject to existing confidentiality obligations among various parties, attorney/client and other privileges and immunities and other customary limitations appropriate under the circumstances) and responding timely, and causing applicable personnel (including CES personnel) to respond timely, to such requests.

3. Covenants of the Company.

(a) Affirmative Covenants of the Company. Subject to the terms and conditions hereof, for the duration of the Restructuring Support Period, the Company shall:

(i) (A) support the Restructuring, (B) support and take, and cause (directly or indirectly) to be taken (to the extent within its control) those actions contemplated by this Agreement or otherwise necessary, desirable or appropriate to effectuate the Restructuring, including entering into all documents and agreements necessary to consummate the Restructuring, in each case, to which the Company is a Party, and complete the Restructuring and all transactions contemplated under this Agreement, the CEOC Plan and, if applicable, the CEC Plan, including but not limited to obtaining all Releases for all Released Parties on the terms set forth in Article VIII of the CEOC Plan and, if applicable, the CEC Plan, (C) negotiate in good faith and execute and deliver the Definitive Documentation necessary to effectuate the Restructuring, in form and substance consistent in all material respects with this Agreement, the CEOC Plan and, if applicable, the CEC Plan and as otherwise reasonably acceptable to the Company and CEC, (D) use its reasonable best efforts to obtain any and all required governmental, regulatory, licensing, Bankruptcy Court, or other approvals (including, without limitation, any necessary third-party consents) necessary to the implementation or consummation of the Restructuring, (E) use its reasonable best efforts to lift or otherwise reverse the effect of any injunction or other order or ruling of a court or regulatory body that would impede the consummation of a material aspect of the Restructuring, and (F) operate the Company in the ordinary course consistent with industry practice and the operations contemplated pursuant to the Company's business plan taking into account the Restructuring and the commencement of the Chapter 11 Cases;

(ii) promptly notify or update CEC upon becoming aware of any of the following occurrences: (A) a Termination Event or (B) material developments, negotiations or proposals relating any other case or controversy that may be commenced against the Company in a court of competent jurisdiction or brought before a state or federal regulatory, licensing, or similar board, authority, or tribunal that would reasonably be expected to materially impede or prevent consummation of the Restructuring;

(iii) use reasonable best efforts to obtain a 105 Injunction Order reasonably acceptable to CEC no later than June 15, 2016;

(iv) promptly provide CEC with notice of any Alternative Proposals received by the Company;

(v) promptly provide CEC with notice of any material discussions or communications that the Company engages in with any of its creditors that could reasonably be expected to affect CEC's rights, obligations or interests in the Restructuring and use reasonable best efforts to include CEC in such discussions or communications;

(vi) consult and fully cooperate with CEC on all issues relating to any negotiations and litigation regarding the CEOC Plan, including all matters relating to discovery, witness preparation, trial preparation, presentation and strategy in connection with the CEOC Plan.

(b) Negative Covenants of the Company. Subject to the terms and conditions hereof, for the duration of the Restructuring Support Period, the Company shall not, directly or indirectly:

(i) seek, solicit, or support an Alternative Proposal;

(ii) take, or authorize or permit to be taken, any action materially inconsistent with the transactions contemplated by this Agreement or the CEOC Plan, or that would materially delay or obstruct the consummation of the Restructuring or adversely affect the consideration to be delivered to any party in connection therewith;

(iii) make any changes, amendments or modifications to the CEOC Plan that are not in form and substance materially consistent with this Agreement and the CEOC Plan, or otherwise not reasonably acceptable to CEC, without CEC's prior written consent;

(iv) take, or authorize or permit to be taken, any action in connection with the Restructuring that violates this Agreement;

(v) initiate any litigation or other proceeding or enter into any proposed settlement of any Claim, litigation, dispute, controversy, cause of action, proceeding, appeal, determination, investigation, matter, or otherwise, in each case, that would materially impair the Company's ability to consummate the Restructuring;

(vi) (A) publicly announce its intention not to pursue the Restructuring; (B) suspend or revoke the Restructuring; or (C) execute any agreements, instruments, or other documents (including any modifications or amendments to any material Definitive Documentation) necessary to effectuate the Restructuring that, in whole or in part, are not materially consistent with this Agreement and the CEOC Plan, or are not otherwise reasonably acceptable to CEC;

(vii) take any action or omit to take any action, or incur, enter into, or suffer any transaction, arrangement, condition, matter, or circumstance, that (in any such case) materially impairs, or would reasonably be expected to materially impair, the ability of the Company to perform its obligations to carry out the Restructuring;

(viii) (A) sell, transfer, lease, license, pledge, allow to lapse, or otherwise dispose of (by merger, consolidation, or sale of stock or assets), subject to a Lien or otherwise encumber any material assets (including material intellectual property or the equity or assets of any direct or indirect subsidiary); (B) amend or propose to amend any organizational documents; (C) split, combine, or reclassify any outstanding equity interests, or declare, set aside, or pay any dividend payable in cash, stock, property, or otherwise with respect to such shares or other equity interest; or (D) redeem, purchase, acquire, or offer to acquire any equity interests;

(ix) (A) issue, sell, pledge, or dispose of any Equity Interests; (B) acquire (by merger, consolidation, or acquisition of stock or assets) any corporation, partnership, or other business organization or division thereof; (C) incur any indebtedness for borrowed money, except in the ordinary course consistent with industry practice or issue any debt securities; or (D) dissolve or otherwise alter its corporate or other organizational existence; or

(x) agree or otherwise commit to any of the foregoing.

(c) Cooperation. Without limiting anything in this Section 3 the Company will use its reasonable best efforts and continue to cooperate with CEC and other parties in the implementation of the Restructuring, including providing, making available and/or providing access to the premises, properties, businesses, operations, books and records and other information that is reasonably requested in connection with implementing the Restructuring (subject to existing confidentiality obligations among various parties, attorney/client and other privileges and immunities and other customary limitations appropriate under the circumstances) and responding timely, and causing applicable personnel to respond timely, to such requests.

4. Mutual Representations, Warranties and Covenants.

(a) Each of the Parties, severally and not jointly and solely with respect to itself, represents and warrants to each other Party that the following statements are true, correct, and complete as of the date hereof:

(i) this Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(ii) except for any and all required Gaming Approvals, shareholder and other approvals necessary for the Merger, as expressly provided in this Agreement, and approvals necessary for the CEOC Plan or the CEC Plan (if applicable) or in the Bankruptcy Code, or as may be required for disclosure by the Securities and Exchange Commission, no material consent or approval of, or any registration or filing with, any other Person is required for the Company or CEC to carry out the Restructuring contemplated by, and for each Party to perform its obligations under, this Agreement;

(iii) except as expressly provided in this Agreement or the Bankruptcy Code, it has all requisite organizational power and authority to enter into this Agreement and, for the Company and New CEC to carry out the Restructuring contemplated by, and, for each Party, perform its obligations under, this Agreement;

(iv) the execution and delivery by it of this Agreement, and the performance of its obligations hereunder, have been duly authorized by all necessary organizational action on its part;

(v) it has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement; and

(vi) the execution, delivery, and performance by such Party of this Agreement does not and will not (1) violate any provision of law, rule, or regulation applicable to it or any of its subsidiaries or its charter, bylaws, or other similar governing documents, or those of any of its subsidiaries, if applicable, (2) conflict with, result in a breach of, or constitute (with or without notice or lapse of time or both) a default under any material debt for borrowed money to which it or any of its subsidiaries is a party, or (3) violate any order, writ, injunction, decree, statute, rule, or regulation; provided that, (x) the foregoing shall not apply with respect to any Party on account of any defaults arising from the commencement of the Chapter 11 Cases, a CEC Chapter 11 Case, or the pendency of the Restructuring and (y) nothing in this Section 4(a)(vi) shall, or shall be deemed to, waive, limit, or otherwise impair each of the Parties' respective ability to exercise its duties as set forth in Section 15 hereof.

(b) Each Party, severally and not jointly, represents and warrants to the other Party that as of the date hereof, it is validly existing and in good standing under the laws of the state of its organization.

5. Company Termination Events. This Agreement may be terminated by delivery to the other Parties of a notice, delivered in accordance with Section 21 of this Agreement, by the Company upon the occurrence of any of the following events (each a "Company Termination Event"):

(a) the breach by CEC of any of its obligations, representations, warranties, or covenants set forth in this Agreement in any respect that would reasonably be expected to materially impede or prevent consummation of the Restructuring, which breach remains uncured for a period of five (5) Business Days after the receipt by CEC from the Company of written (including email) notice of such breach;

(b) the issuance, promulgation, or enactment by any governmental entity, including any regulatory or licensing authority or court of competent jurisdiction, of any statute, regulation, ruling or order declaring this Agreement or any material portion hereof to be unenforceable or enjoining or otherwise restricting the consummation of a material portion of the Restructuring (including with respect to the regulatory approvals or tax treatment contemplated by the Restructuring), which action remains uncured for a period of five (5) Business Days after the receipt by the Company and New CEC of written notice of such event; provided that the Company has otherwise complied with its obligations under Section 3(a)(i)(D) or (E) of this Agreement;

(c) the exercise by the Company of its duties as set forth by Section 15 hereof (the “Company Fiduciary Out”);

(d) CEC files any motion, pleading, or other document with the Bankruptcy Court that is materially inconsistent with this Agreement or the CEOC Plan and such motion or pleading has not been withdrawn or corrected within seven (7) Business Days of such Party receiving written notice from the Company that such motion or pleading is materially inconsistent with this Agreement;

(e) if any of the Definitive Documentation (including any amendment or modification thereof) necessary to effectuate the Restructuring is filed with the Bankruptcy Court or is otherwise finalized and contains terms and conditions materially inconsistent with this Agreement or the CEOC Plan or is otherwise not on terms reasonably acceptable to the Company, and such material and adverse inconsistency remains uncured for a period of five (5) Business Days after the receipt by CEC of written notice of such material and adverse inconsistency;

(f) the appointment of a trustee under section 1104 of the Bankruptcy Code or an examiner with expanded powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code in the CEC Chapter 11 Case. For the avoidance of doubt, the prior appointment of the examiner in the Chapter 11 Cases pursuant to the examiner order shall not constitute a Company Termination Right;

(g) the CEC Chapter 11 Case is converted to a case under chapter 7 of the Bankruptcy Code or the CEC Chapter 11 Case shall have been dismissed, in each case, by order of the Bankruptcy Court, which order has not been stayed;

(h) the failure by CAC to execute a CAC Joinder in form and substance acceptable to the Company by the Outside CAC Date;

(i) the failure by CEC and CAC to reach agreement on the terms and conditions of, and execute and deliver, the Merger Agreement in form and substance reasonably acceptable to the Company or to obtain the Sponsor Agreements in form and substance reasonably acceptable to the Company by the Outside Merger Date;

(j) the amendment or other modification of the Merger Agreement or any Sponsor Agreement in a manner that is not reasonably acceptable to the Company;

(k) the termination of the CAC Joinder, the Merger Agreement or any Sponsor Agreement; or

(l) the Effective Date has not occurred by the Outside Date.

6. CEC Termination Events. This Agreement may be terminated by delivery to the other Parties of a notice, delivered in accordance with Section 21 of this Agreement, by CEC

upon the occurrence of any of the following events (each a “CEC Termination Event”, and together with the Company Termination Events, the “Termination Events”); provided, however, that the Termination Events contained in subsection (r) or (s) below shall occur automatically and without the need for CEC to provide any written notice or take any other action to effectuate such termination:

(a) the breach by the Company of any of its obligations, representations, warranties, or covenants set forth in this Agreement in any respect that materially and adversely affects CEC’s interests in connection with the Restructuring or would reasonably be expected to materially impede or prevent consummation of the Restructuring, which breach remains uncured for a period of five (5) Business Days after the receipt by the Company of written notice of such breach from CEC;

(b) the issuance, promulgation, or enactment by any governmental entity, including any regulatory or licensing authority or court of competent jurisdiction, of any statute, regulation, ruling or order declaring this Agreement or any material portion hereof to be unenforceable or enjoining or otherwise restricting the consummation of a material portion of the Restructuring (including with respect to the regulatory approvals or tax treatment contemplated by the Restructuring), which action remains uncured for a period of five (5) Business Days after the receipt by the Company of written notice of such event; provided that CEC has otherwise complied with its obligations under Section 2(a)(i)(D) of this Agreement;

(c) the exercise by CEC of its duties in accordance with Section 15 hereof (the “CEC Fiduciary Out”);

(d) the Company (including any of its debtor subsidiaries) files any motion, pleading, or other document with the Bankruptcy Court in the Chapter 11 Cases or a CEC Chapter 11 Case that is materially inconsistent with this Agreement or the CEOC Plan and such motion or pleading has not been withdrawn or corrected within seven (7) Business Days of such Party receiving written notice from CEC that such motion or pleading is materially inconsistent with this Agreement;

(e) any of the Definitive Documentation (including any amendment or modification thereof) necessary to effectuate the Restructuring is filed with the Bankruptcy Court or is otherwise executed, in either case, in form and substance that is not materially consistent with this Agreement and the CEOC Plan, or otherwise not reasonably acceptable to CEC, without the prior written consent of CEC;

(f) the scheduling order issued by the Bankruptcy Court establishing the timetable for the confirmation process and all related deadlines is not reasonably acceptable to CEC;

(g) the order approving the CEOC Disclosure Statement is not entered by June 30, 2016;

(h) the CEOC Confirmation Order is not entered by January 31, 2017;

(i) a trustee under section 1104 of the Bankruptcy Code or an examiner with expanded powers beyond those set forth in section 1106(a) (3) and (4) of the Bankruptcy Code shall have been appointed in the Chapter 11 Cases. For the avoidance of doubt, the prior appointment of the examiner in the Chapter 11 Cases pursuant to the examiner order shall not constitute a CEC Termination Right;

(j) the Chapter 11 Cases are converted to cases under chapter 7 of the Bankruptcy Code or the Chapter 11 Cases shall have been dismissed, in each case, by order of the Bankruptcy Court, which order has not been stayed;

(k) if either the class comprised of the Prepetition Credit Agreement Claims or the class comprised of the Secured First Lien Notes Claims does not vote to accept the CEOC Plan as of the applicable Voting Deadline;

(l) the failure by the Company to obtain satisfaction or waiver of any of the conditions to Consummation of the CEOC Plan;

(m) the failure by CAC to execute a CAC Joinder by the Outside CAC Date;

(n) the amendment or modification of the CAC Joinder in a manner not reasonably acceptable to CEC;

(o) the failure by CEC and CAC to reach agreement on the terms and conditions of, and execute and deliver, the Merger Agreement or to obtain the Sponsor Agreements by the Outside Merger Date;

(p) the termination of the CAC Joinder, the Merger Agreement or any Sponsor Agreement;

(q) the Effective Date has not occurred by the Outside Date;

(r) automatically on June 22, 2016 if a 105 Injunction Order in form and substance acceptable to CEC is not entered on or prior to June 15, 2016, unless CEC has agreed in writing to waive such Termination Event prior to the occurrence thereof; or

(s) automatically on the date that is five (5) business days from the date on which any 105 Injunction Order in form and substance acceptable to CEC that has been entered ceases to be in effect unless CEC has agreed in writing to waive such Termination Event prior to the occurrence thereof.

7. Mutual Termination. This Agreement may be terminated by mutual agreement in writing by the Company and CEC.

8. Termination.

(a) No Party may exercise any of its respective termination rights as set forth in Section 5, or Section 6 hereof, as applicable, if such Party is in material breach of this Agreement and is not obligated to terminate by any of its duties as a title 11 debtor.

(b) Upon the termination of this Agreement pursuant to Section 5, Section 6, Section 7, or hereof, all Parties shall be released from their commitments, undertakings, and agreements under or related to this Agreement, and there shall be no liability or obligation on the part of any Party; provided, however, that if a Party (or Parties) terminate(s) this Agreement due to a breach by another Party (or Parties), the non-breaching Party (or Parties) may enforce this Agreement against the breaching Party (or Parties) based on such breach.

(c) Notwithstanding Section 8(b), but subject to Section 15 hereof, in no event shall any termination of this Agreement relieve a Party from (i) liability for its breach or non-performance of its obligations hereunder prior to the Termination Date and (ii) obligations under this Agreement which by their terms expressly survive a Termination Date; provided, however, that, notwithstanding anything to the contrary contained herein, any Termination Event (including any automatic termination) may be waived in accordance with the procedures established by Section 11 hereof, in which case such Termination Event so waived shall be deemed not to have occurred, and this Agreement consequently shall be deemed to continue in full force and effect, and the rights and obligations of the Parties shall be restored, subject to any modification set forth in such waiver.

9. Effectiveness. This Agreement will not be effective with respect to the Company until the satisfaction of the following conditions subsequent: CEC and CAC shall have (a) reached agreement on the terms and conditions of, and executed and delivered, the Merger Agreement in form and substance reasonably acceptable to the Company and (b) obtained the Sponsor Agreements in form and substance reasonably acceptable to the Company, in each case of (a) and (b), by the Outside Merger Date.

10. Cooperation.

(a) The Company shall use reasonable best efforts to provide to counsel for CEC (a) drafts of all material motions, applications (other than applications seeking to retain professional advisors), and other documents the Company intends to file with the Bankruptcy Court, no less than three (3) Business Days before the date when the Company intends to file any such document unless such advance notice is impossible or impracticable under the circumstances.

(b) CEC in a CEC Chapter 11 Case shall use reasonable best efforts to provide to counsel for the Company (a) drafts of all material motions, applications (other than applications seeking to retain professional advisors), and other documents CEC intends to file with the Bankruptcy Court, no less than three (3) Business Days before the date when CEC intends to file any such document unless such advance notice is impossible or impracticable under the circumstances.

11. Amendments. No amendment, modification, waiver, or other supplement of the terms of this Agreement shall be valid unless such amendment, modification, waiver, or other supplement is in writing and has been signed by the Company and CEC.

12. Entire Agreement. This Agreement, together with the CEOC Plan and the other Definitive Documents that are executed by the Parties, constitute the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all other prior negotiations, agreements and understandings, whether written or oral, among the Parties with respect to the subject matter of this Agreement, provided that nothing herein shall eliminate the rights and obligations of either the Company or CEC under (a) that certain Restructuring Support and Forbearance Agreement (including all term sheets, schedules, exhibits, and annexes thereto), dated as of August 21, 2015, as amended, amended and restated, supplemented, or otherwise modified from time to time, by and between, among others, CEOC on behalf of itself and each of the Debtors, CEC, and the Consenting Bank Creditors (as defined therein) party thereto from time to time, and (b) certain Fifth Amended and Restated Restructuring Support and Forbearance Agreement (including all term sheets, schedules, exhibits, and annexes thereto), dated as of October 7, 2015, as amended, amended and restated, supplemented, or otherwise modified from time to time, by and between, among others, CEOC on behalf of itself and each of the Debtors, CEC, and the Consenting Creditors (as defined therein) party thereto from time to time, in each case except as modified by the contributions contemplated herein.

13. No Waiver and Preservation of Rights. If the transactions contemplated herein are not consummated, or following the occurrence of the termination of this Agreement with respect to all Parties, nothing herein (or in any of the Definitive Documentation, including the CEOC Plan) shall be construed as a waiver by any Party of any or all of such Party's rights, remedies, claims, and defenses and the Parties expressly reserve any and all of their respective rights, remedies, claims and defenses.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, shall constitute the same instrument and the counterparts may be delivered by facsimile transmission or by electronic mail in portable document format (.pdf).

15. Fiduciary Duties. Notwithstanding anything in this Agreement, nothing in this Agreement shall require (i) the Company, or CEC if CEC files a CEC Chapter 11 Case, or any of the directors, officers, shareholders or members of the Company, or CEC if CEC files a CEC Chapter 11 Case, each in its capacity as a director, officer, shareholder or member of such Party, or (ii) the CEC Strategic Alternatives Committee, with respect to the Merger Agreement or the Merger, until such time as the Merger Agreement contemplated by Section 2(c)(v)(A) is executed and delivered and thereafter only to the extent provided therein, in the case of each (i) and (ii), to take any action, or to refrain from taking any action, to the extent inconsistent with its or their fiduciary obligations under applicable law (as reasonably determined by them in good faith after consultation with legal counsel).

16. CEC Liquidity Transactions. Nothing in this Agreement restricts: (a) the ability of CEC to seek, solicit, negotiate, execute agreements to or consummate transactions to sell or otherwise transfer assets or pledge any such assets to facilitate a financing transaction, in either case as may be necessary for CEC to maintain adequate liquidity, including without limitation

for liquidity or financing purposes in connection with a CEC Chapter 11 Case; provided that CEC will use reasonable best efforts to provide the Company reasonable prior notice of any such agreement or transaction; or (b) any decision by CEC, in its sole and absolute discretion, to commence a CEC Chapter 11 Case. Nothing in the Agreement restricts any rights the Company may have to investigate or challenge any such transaction or take any other such action that the Company believes may be necessary to protect the rights of the estates of CEOC and its related chapter 11 debtor subsidiaries.

17. Headings. The headings of the Sections, paragraphs, and subsections of this Agreement are inserted for convenience only and shall not affect the interpretation hereof.

18. Relationship Among Parties. Notwithstanding anything herein to the contrary, the duties and obligations of the Parties under this Agreement shall be several, not joint. No Party shall, as a result of its entering into and performing its obligations under this Agreement, be deemed to be part of a “group” (as that term is used in section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder) with the other Party.

19. Specific Performance; Remedies Cumulative. Each Party acknowledges that because money damages would be an insufficient remedy for any failure of any Party to perform its obligations in accordance with their specific terms or any other breach of this Agreement by any Party, each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach, including, without limitation, an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with, or to prevent breaches of, any of its obligations hereunder (including to take such actions as are necessary to consummate the Restructuring as contemplated by this Agreement and the CEOC Plan), without the necessity of proving the inadequacy of money damages as an exclusive remedy. Each of the Parties hereby waives (a) any defense that a remedy at law is adequate and (b) any requirement to post bond or other security in connection with actions instituted for injunctive relief, specific performance, or other equitable remedies. Nothing herein waives entitlements to money damages or any other remedies available at law or equity. None of the Parties shall oppose the granting of an injunction, specific performance and other equitable relief when available pursuant to the terms of this Agreement on the basis that the other Parties have an adequate remedy at law.

20. Governing Law and Dispute Resolution. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to such state’s choice of law provisions which would require the application of the law of any other jurisdiction. The Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of or in connection with this Agreement to the extent provided by 28 U.S.C. § 1334, and no Party shall request enforcement of this Agreement against the other Party in any court other than the Bankruptcy Court if it has exclusive or concurrent subject matter jurisdiction.

21. Notices. All notices, requests, documents delivered, and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally, by facsimile transmission, mailed (first class postage prepaid) or by electronic mail (“e-mail”) to the Parties at the following addresses, facsimile numbers, or e-mail addresses:

If to the Company:

Caesars Entertainment Operating Company, Inc.
One Caesars Palace Drive
Las Vegas, NV 89109
Attn: General Counsel

With a copy to (which shall not constitute notice):

Kirkland & Ellis LLP
601 Lexington Ave
New York, NY 10022
Attn: Paul M. Basta, P.C.
Nicole L. Greenblatt, P.C.
Facsimile: (212) 446 4900
E-mail Address: paul.basta@kirkland.com
ngreenblatt@kirkland.com

-and-

Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
Attn: David R. Seligman, P.C.
Joseph M. Graham
Facsimile: (312) 862-2200
E-mail Address: dseligman@kirkland.com
joe.graham@kirkland.com

If to CEC:

Caesars Entertainment Corp.
One Caesars Palace Drive
Las Vegas, NV 89109
Attn: General Counsel

With a copy to (which shall not constitute notice):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
Attn: Jeffrey D. Saferstein
Samuel E. Lovett
Telephone: (212) 373-3000
Facsimile (212) 373-2053
E-mail Address: jsaferstein@paulweiss.com
slovett@paulweiss.com

-and-

Milbank, Tweed, Hadley & McCloy LLP
601 South Figueroa Street, 30th Floor
Los Angeles, CA 90017
Attn: Paul S. Aronzon
Thomas R. Kreller
Telephone: (213) 892-4000
Facsimile: (213) 629-5063
Email Address: paronzon@milbank.com
tkreller@milbank.com

22. Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of the Parties hereto and their respective successors and permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other Person.

23. Settlement Discussions. This Agreement is part of a proposed settlement of matters that could otherwise be the subject of litigation among the Parties hereto. Nothing herein shall be deemed an admission of any kind. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than to prove the existence of this Agreement or in a proceeding to enforce the terms of this Agreement.

24. Good-Faith Cooperation; Further Assurances. The Parties shall cooperate with each other in good faith in respect of matters concerning the implementation and consummation of the Restructuring. From time to time, as and when requested by any Party, any other Party will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions as such requesting Party may reasonably deem necessary or desirable to evidence and effectuate the Restructuring and actions contemplated by this Agreement and the CEOC Plan.

25. Publicity. The Company shall submit drafts to CEC of any press releases and public documents that constitute disclosure of the existence or terms of this Agreement or any amendment to the terms of this Agreement at least three (3) Business Days prior to making any such disclosure, and shall afford them a reasonable opportunity under the circumstances to comment on such documents and disclosures and shall incorporate any such reasonable comments in good faith.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CAESARS ENTERTAINMENT OPERATING
COMPANY, INC.**, on behalf of itself and each of the debtors
in the Chapter 11 Cases

By: /s/ Randall S. Eisenberg
Name: Randall S. Eisenberg
Title: Chief Restructuring Officer

CAESARS ENTERTAINMENT CORPORATION,

By: /s/ Eric Hession
Name: Eric Hession
Title: CFO

[Signature page to CEOC and CEC Settlement Agreement and RSA]

Exhibit A