

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:)	
	)	Chapter 11
CAESARS ENTERTAINMENT OPERATING)	
COMPANY, INC., <u>et al.</u> , ¹	)	Case No. 15-01145 (ABG)
)	
Debtors.	)	(Jointly Administered)
)	
)	
	)	Hr'g Date: May 9, 2016, at 10:30 a.m. (CDT)

**NOTICE OF DEBTORS' MOTION FOR ENTRY OF AN ORDER (A) APPROVING
THE SOLICITATION AND ELECTION PROCEDURES AND (B) GRANTING
RELATED RELIEF**

PLEASE TAKE NOTICE that on the **9th day of May 2016, at 10:30 a.m. (prevailing Central Time)** or as soon thereafter as counsel may be heard, the Debtors will appear before the Honorable A. Benjamin Goldgar or any other judge who may be sitting in his place and stead, in Courtroom 642 in the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, and present the attached *Debtors' Motion for Entry of an Order (A) Approving the Solicitation and Election Procedures and (B) Granting Related Relief* (the "Motion").

PLEASE TAKE FURTHER NOTICE that any objection to the Motion must be filed with the Court by **May 2, 2016, at 4:00 p.m. (prevailing Central Time)** and served so as to be actually received by such time by: (a) counsel to the Debtors; (b) the Office of the United States Trustee for the Northern District of Illinois; and (c) any party that has requested notice pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure (a schedule of such parties may be found at <https://cases.primeclerk.com/CEOC>).

PLEASE TAKE FURTHER NOTICE that copies of the Motion as well as copies of all documents filed in these chapter 11 cases are available free of charge by visiting <https://cases.primeclerk.com/CEOC> or by calling (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969. You may also obtain copies of any pleadings by visiting the Court's website at <http://www.ilnb.uscourts.gov> in accordance with the procedures and fees set forth therein.

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

Dated: April 5, 2016
Chicago, Illinois

/s/ David R. Seligman, P.C.

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Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
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In re:)	Chapter 11
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CAESARS ENTERTAINMENT OPERATING COMPANY, INC., <u>et al.</u> , ¹)	Case No. 15-01145 (ABG)
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Debtors.)	(Jointly Administered)
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**DEBTORS' MOTION FOR ENTRY OF AN
ORDER (A) APPROVING THE SOLICITATION AND
ELECTION PROCEDURES AND (B) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) file this motion (the “Motion”) for entry of an order (the “Order”), substantially in the form attached hereto as **Exhibit A**, (a) approving the procedures and timeline for soliciting, receiving, and tabulating votes on, and certain elections with respect to, the *Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 3483] (as may be further modified, amended, or supplemented from time to time and including all exhibits and supplements thereto, the “Plan”),² (b) approving the manner and forms of notice, ballots, election forms, and other related documents, and (c) granting related relief. In support of the Motion, the Debtors state as follows.

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the *Disclosure Statement for the Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 3484] (as may be further modified, amended, or supplemented from time to time and including all exhibits and supplements thereto, the “Disclosure Statement”), the Plan, or the Solicitation Procedures (as defined herein), as applicable.

Introduction

Concurrently with this Motion, the Debtors filed the Plan, Disclosure Statement, and a motion (the “Confirmation Scheduling Motion”) seeking to set certain discovery and briefing dates and deadlines designed to foster a streamlined and productive Plan confirmation process. With this Motion, the Debtors seek approval of the various procedures and materials related to the solicitation and tabulation of votes and related elections required to confirm and consummate the Plan. The materials subject to Court approval in this Motion are designed to ensure that all parties in interest are properly apprised of their rights and options with respect to the Debtors’ Plan, and to set in place the process by which the Debtors will solicit and tabulate acceptances and rejections thereof. For the reasons set forth herein, the Debtors respectfully request that the Court grant this Motion.

Jurisdiction and Venue

1. The United States Bankruptcy Court for the Northern District of Illinois (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory bases for the relief requested herein are sections 105(a) and 1126 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), Rules 2002, 3016, 3017, and 3018 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rule 3018-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Illinois (the “Local Rules”).

Relief Requested

2. By this Motion, the Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A**, (a) approving the procedures and timeline for soliciting, receiving, and tabulating votes on, and certain elections with respect to, the Plan, (b) approving the manner and forms of notice, ballots, election forms, and other related documents, and (c) granting related relief.³

Solicitation and Election Procedures

I. The Solicitation Timeline.

3. In accordance with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, the Debtors propose the following timeline (the “Solicitation Timeline”) to govern the process for soliciting, receiving, and tabulating votes on, and certain elections with respect to, the Plan.

Item	Date
Voting Record Date	May 9, 2016 at 4:00 p.m. ⁴
Solicitation Date	May 23, 2016
Deadline to File Plan Supplement	June 8, 2016
Voting Deadline	July 8, 2016

³ Pursuant to the Court’s comments at the March 16, 2016 omnibus hearing, the Debtors have not filed a motion seeking approval of the Disclosure Statement. See Hr’g Tr. 5:24–8:6, Mar. 16, 2016. To satisfy the requirements of the Bankruptcy Code, a disclosure statement must contain the “adequate information” required by section 1125 of the Bankruptcy Code. See 11 U.S.C. § 1125(a)(1). In this district, a disclosure statement must also satisfy the requirements of Local Rule 3016-1. The Debtors respectfully submit that the Disclosure Statement meets these requirements. To the extent that the Court requires a separate order approving the Disclosure Statement, the Debtors can revise the proposed Order to include such approval or address these requirements in some other manner as the Court deems necessary and appropriate.

⁴ All times listed in the Motion are prevailing Central Time, unless otherwise indicated.

Item	Date
Deadline to File Voting Report	July 22, 2016 at 4:00 p.m.
Plan Objection Deadline	August 19, 2016 at 4:00 p.m.
Start of Confirmation Hearing	November 7, 2016 at 10:30 a.m.

4. The Debtors submit that the proposed Solicitation Timeline, as further detailed below, will afford the Court, the Debtors, and all parties in interest reasonable time to review and consider the Plan and Disclosure Statement prior to the Confirmation Hearing (as defined below). The Solicitation Timeline will also provide parties with plenty of time to consider whether to vote to accept or reject the Plan (if applicable) and whether to object to entry of an order confirming the Plan.

A. The Voting Record Date.

5. The Debtors propose to set the day of the hearing on the Disclosure Statement (the “Disclosure Statement Hearing”), which is currently scheduled for May 9, 2016, as the date for determining: (a) the Holders of Claims that are entitled to vote on the Plan and thus receive the Solicitation Package (as defined herein) pursuant to the Solicitation Procedures (as defined herein); and (b) whether Claims have been properly transferred to an assignee, including pursuant to Bankruptcy Rule 3001(e), such that the assignee can vote as the Holder of a Claim (such date, the “Voting Record Date”).⁵

B. The Solicitation Date.

6. The Debtors will direct Prime Clerk to distribute the Solicitation Packages via first class U.S. mail on or before May 23, 2016 (the “Solicitation Date”). The Solicitation Packages will provide the Disclosure Statement and Plan in electronic format (i.e., CD-ROM or

⁵ The Debtors’ request for the establishment of a Voting Record Date is for voting purposes only.

flash drive) and all other contents of the Solicitation Packages, including Ballots and Master Ballots, in paper format. Voters on the Plan will thus have more than forty-five days during which to make their decision regarding whether to vote to accept or reject the Plan.

C. Deadline to File Plan Supplement.

7. The Debtors will file the documents and schedules included in the Plan Supplement by no later than Wednesday, June 8, 2016. Once filed, the Plan Supplement may be obtained free of charge on the Debtors' restructuring website maintained by Prime Clerk at <https://cases.primeclerk.com/CEOC> or for a fee via PACER at <http://www.ilnb.uscourts.gov>. The Debtors reserve all rights to amend the documents in the Plan Supplement at any time after the Plan Supplement Deadline.

D. Voting Deadline and Voting Report.

8. The Debtors request that the Court establish July 8, 2016, at 4:00 p.m. as the "Voting Deadline." The Debtors will direct Prime Clerk to file a certification of the votes to accept and reject the Plan (the "Voting Report") by no later than Friday, July 22, 2016, at 4:00 p.m.

E. The Plan Objection Deadline.

9. Consistent with the relief requested in the Confirmation Scheduling Motion, the Debtors request that the Court exercise its authority under Bankruptcy Rule 3020(b) to establish August 19, 2016, at 4:00 p.m.—a date that will afford interested parties at least twenty-eight days' mailed notice of the notice of entry of the Order and hearing on Confirmation of the Plan (the "Confirmation Hearing")—as the deadline by which objections to Confirmation of the Plan, if any, must be filed and served (the "Plan Objection Deadline").

F. The Confirmation Hearing.

10. Consistent with the relief requested in the Confirmation Scheduling Motion, the Debtors request that the Confirmation Hearing be scheduled to commence on November 7, 2016, at 10:30 a.m., or the soonest available date thereafter. The Debtors propose that the Confirmation Hearing be limited to no more than ten six-hour trial days, with time equally allotted between Plan proponents and Plan objectors.

II. Procedures for Soliciting, Receiving, and Tabulating Votes on the Plan and for Filing Objections to the Plan.

A. The Solicitation Procedures.

11. The Debtors seek approval of the solicitation procedures set forth in **Exhibit 1** to the Order (the “Solicitation Procedures”). The Solicitation Procedures will allow the Debtors to distribute solicitation materials and tabulate acceptances of the Plan effectively and efficiently. Furthermore, the Solicitation Procedures, in conjunction with the Confirmation Hearing Notice, provide adequate notice to all Holders of Claims and Interests regarding the solicitation process and relevant dates associated with the Solicitation Procedures.⁶

B. The First Lien Noteholder Elections Procedures.

12. The Debtors also seek approval of the election procedures governing certain elections that holders of Secured First Lien Notes Claims have the right to make under the Plan (the “First Lien Noteholder Elections”), which procedures are attached as **Exhibit 4** to the Order (the “First Lien Noteholder Elections Procedures”) and which are further outlined on the election form attached as **Exhibit 5** to the Order (the “First Lien Noteholders Elections Form”). The First

⁶ To the extent that circumstances require further modifications of, or amendments to, the Solicitation Procedures, the Debtors reserve the right to supplement or amend the Solicitation Procedures to further facilitate the Plan solicitation process.

Lien Noteholder Elections Procedures are only applicable to the Holders of Claims in Class E. The First Lien Noteholder Elections include (a) the PropCo Equity Election and (b) the PropCo Preferred Equity Put Election.⁷ Once made, the First Lien Noteholder Elections will be binding.

III. The Court Should Approve the Manner and Form of Notice and Other Related Documents.

A. The Contents of the Solicitation Package and the Solicitation Date

13. The Debtors propose to distribute the following materials (the “Solicitation Package”), including those required by Bankruptcy Rule 3017(d), to the Holders of Claims entitled to vote on the Plan in the form and manner set forth below:

- a. the Solicitation Procedures, substantially in the form attached as **Exhibit 1** to the Order;
- b. the Confirmation Hearing Notice, substantially in the form attached as **Exhibit 2** to the Order;⁸
- c. a cover letter, in substantially the form attached as **Exhibit 3** to the Order, describing the contents of the Solicitation Package and urging the Holders of Claims in each of the Voting Classes to vote to accept the Plan;
- d. solely with regards to the Holders of Claims in Class E (Secured First Lien Notes Claims), the First Lien Noteholder Elections Procedures substantially in the form attached as **Exhibit 4** to the Order;
- e. solely with regards to the Holders of Claims in Class E (Secured First Lien Notes Claims), the First Lien Noteholder Elections Form substantially in the form attached as **Exhibit 5** to the Order;

⁷ This election is the exercise of the Holders’ PropCo Preferred Equity Put Right pursuant to the Plan.

⁸ The Debtors propose to send a notice of the entry of the Order rather than the Order itself. This is because the Order itself is voluminous and contains information that is not needed to enable Holders of Claims and Interests to vote on the Plan or is duplicative of materials otherwise contained in the Solicitation Package, including exhibits that will otherwise be sent to such Holders. The Debtors submit that all Voting Classes have sufficient information about the Solicitation Procedures through inclusion of the Solicitation Procedures in the Solicitation Package.

- f. an appropriate form of Ballot or Master Ballot for Holders of Claims, substantially in the applicable form attached as **Exhibit 6** and **Exhibit 7**, respectively, to the Order;
- g. the approved Disclosure Statement (together with the Plan and other exhibits attached thereto); and
- h. any supplemental documents the Debtors file with the Court and any documents that the Court orders to be made available.

B. The Confirmation Hearing Notice.

14. The Debtors request approval of the confirmation hearing notice attached as **Exhibit 2** to the Order (the “Confirmation Hearing Notice”). The Debtors will cause the Confirmation Hearing Notice to be mailed as soon as commercially reasonable after the Court’s entry of an order granting the relief requested herein to all Holders of Claims or Interests. In addition to mailing the Confirmation Hearing Notice, the Debtors propose to publish the Confirmation Hearing Notice in the *The Wall Street Journal* and *USA Today* (National Edition) on a date that is more than twenty-eight days prior to the Plan Objection Deadline.

C. The Form of Ballots for the Voting Classes.

15. The Debtors will prepare and customize ballots for Holders of Claims in the Voting Classes, and a master ballot to the Nominees in respect of the Holders of Claims arising under indentures (collectively, the “Ballots”), in substantially the form of the Ballots attached as **Exhibit 6** and **Exhibit 7** to the Order. The form of the Ballots is based on Official Form No. 14, but has been modified to address the particular circumstances of the Chapter 11 Cases and to include certain additional information that the Debtors believe to be relevant and appropriate for each of the Voting Classes.

16. Pursuant to the Solicitation Procedures, Prime Clerk will distribute the appropriate Ballots to Holders of Claims or Nominees, as applicable, in the Voting Classes. To

simplify the solicitation process and preserve the resources of the Court and parties in interest, the Debtors seek a waiver of the requirement in Local Rule 3018-1 that “ballots accepting or rejecting a plan are to be filed with the clerk.” Instead, the Debtors propose that all Ballots be sent directly to Prime Clerk, which will tabulate all Ballots received. Prime Clerk has already been approved for such a role in the Chapter 11 Cases [Docket No. 51]. The Debtors will comply with all other requirements of Local Rule 3018-1, including giving notice of the voting results by submitting the required report in the prescribed format at least three days prior to the Confirmation Hearing.

17. In addition to accepting hard copy Ballots via first class mail, overnight courier, and hand delivery, the Debtors request authorization to accept Ballots via electronic, online transmission solely through a customized “E-Ballot” section on the Debtors’ case website, <https://cases.primeclerk.com/CEOC>. Parties entitled to vote may cast an electronic Ballot and electronically sign and submit the Ballot instantly by utilizing Prime Clerk’s E-Ballot platform (which allows for a holder to submit an electronic signature). The form of the E-Ballots will be based off of the Ballots attached as **Exhibit 7** to the Order, and therefore also based on Official Form No. 14, but modified to address the particular circumstances of the Chapter 11 Cases and to include certain additional information that the Debtors believe to be relevant and appropriate for each of the Voting Classes. Instructions for electronic, online transmission of Ballots are set forth on the forms of the Ballots. The encrypted ballot data and audit trail created by such electronic submission will become part of the record of any Ballot submitted in this manner and the creditor’s electronic signature will be deemed to be immediately legally valid and effective.

D. The Form of Notices to the Non-Voting Classes.

18. In compliance with section 1123(a) of the Bankruptcy Code, Administrative Claims, Priority Tax Claims, and Professional Fee Claims asserted against the Debtors are not classified under the Plan (collectively, the “Unclassified Claims”). See 11 U.S.C. § 1123(a)(1). As such, Holders of Unclassified Claims are not entitled to vote on the Plan. Article III of the Plan also provides that Classes A, B, C, L, and Q are Unimpaired and are presumed to accept the Plan (collectively, the “Unimpaired Classes”) and, therefore, Holders of such Claims and Interests are not entitled to vote on the Plan. Finally, Article III of the Plan provides that Classes M, N, O, and P are Impaired and will not receive or retain any property under the Plan, and accordingly are deemed to reject the Plan (collectively, the “Deemed Rejecting Classes”) and are not entitled to vote on the Plan. In lieu of the Solicitation Package, the Debtors will send a notice of non-voting status to Holders of Unimpaired Claims and Interests and Unclassified Claims in substantially the form attached as **Exhibit 8** to the proposed Order (the “Notice of Non-Voting Status for Unimpaired Classes”) and a notice of non-voting status to Holders of Claims and Interests in the Deemed Rejecting Classes in substantially the form attached as **Exhibit 9** to the proposed Order (the “Notice of Non-Voting Status for Deemed Rejecting Classes,” and together with the Non-Voting Status Notice for Unimpaired Classes, the “Non-Voting Status Notices”).

E. The Form of Notice to Counterparties to Executory Contracts and Unexpired Leases.

19. Executory Contracts and Unexpired Leases are deemed assumed under the Plan unless, among other things, such Executory Contracts or Unexpired Leases are expressly set forth on the Rejected Executory Contracts and Unexpired Leases Schedule which will be included as part of the Plan Supplement. As soon as reasonably practicable after the Solicitation

Date, the Debtors will provide notices to counterparties of Executory Contracts and Unexpired Leases, substantially in the forms attached as **Exhibit 10** and **Exhibit 11** to the Order (collectively, the “Executory Contracts and Unexpired Leases Notices”), regarding the proposed treatment of Executory Contracts and Unexpired Leases under the Plan, information pertaining to deadlines to object to such treatment, including with respect to Cure Costs and adequate assurance under section 365 of the Bankruptcy Code, and instructions for filing a Claim for potential rejection damages.

20. In addition, to ensure that counterparties to Executory Contracts and Unexpired Leases receive notice of the Confirmation Hearing, the Debtors will serve such parties with the Confirmation Hearing Notice. If any of these entities also is a Holder of a Claim in a Voting Class as of the Voting Record Date, such Entity will also receive a Solicitation Package in accordance with the Solicitation Procedures. The Debtors respectfully submit that the Executory Contracts and Unexpired Leases Notices comply with the Bankruptcy Code and, therefore, should be approved.

F. The Form of Notice to Disputed Claim Holders

21. The Debtors have objected to the validity and amount of certain Claims and will continue to do so. If a claim is subject to a pending objection by the Debtors on a “reduce and allow” basis, the Holder of that Claim may vote that Claim in the reduced amount listed in the pending objection. If a Claim is subject to a pending objection other than on a “reduce and allow” basis, the Debtors will provide that disputed Claim Holder with the Notice to Disputed Claim Holders, substantially in the form attached as **Exhibit 12** to the Order, including information pertaining to events which may allow such Holder to vote its Claim on the Plan.

The Debtors respectfully submit that the Notice to Disputed Claim Holders complies with the Bankruptcy Code and, therefore, should be approved.

G. Returned Solicitation Packages or Notices.

22. The Debtors anticipate that some of the Disclosure Statement Hearing Notices that are sent to Holders of Claims or Interests may be returned by the United States Postal Service or other carrier as undeliverable. The Debtors believe that it would be costly and wasteful to mail Solicitation Packages, the Non-Voting Status Notices, or the Notice to Disputed Claim Holders, as applicable, to the same addresses to which undeliverable Disclosure Statement Hearing Notices were mailed. Therefore, the Debtors will not mail the Solicitation Packages to those Entities listed at such undeliverable addresses, unless the Debtors, through Prime Clerk, are able to locate accurate addresses for such Entities not less than seven days prior to the Solicitation Date.

Basis for Relief.

23. The Bankruptcy Rules impose certain notice and timing requirements on the process for filing a chapter 11 plan and disclosure statement, the Court's consideration of a disclosure statement, and the acceptance or rejection of a chapter 11 plan. See Fed. R. Bankr. P. 2002, 3016–18. As detailed below, the Debtors submit that the manner and form of notices and other materials contained in the Solicitation Packages, the Solicitation Procedures, and First Lien Noteholder Election Procedures satisfy these statutory requirements and should be approved. In addition, section 105 of the Bankruptcy Code provides the Court with inherent equitable powers to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title” including with respect to the solicitation and disclosure requirements found in sections 1125 and 1126 of the Bankruptcy Code. 11 U.S.C. § 105. The

Debtors submit that the Solicitation Timeline complies with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules and will enable the Debtors to pursue Confirmation of the Plan within a timeframe that will help drive parties to a deal if possible and yet still provide flexibility to deal with contingencies as they arise so as to preserve the value of the Estates to be distributed to the Debtors' applicable stakeholders.

24. Bankruptcy Rule 3017(d) provides that upon approval of a disclosure statement, except to the extent that the Court orders otherwise with respect to one or more unimpaired classes of creditors or equity security holders, a debtor will mail to all creditors and equity security holders, and the United States Trustee, a copy of the plan, the disclosure statement, notice of the voting deadline, and such other information as the court may direct. Fed. R. Bankr. P. 3017(d). Bankruptcy Rule 3018(a) contains a similar provision regarding determination of the record date for voting purposes. These materials must be provided to Holders of Claims in the Voting Classes at least twenty-eight days prior to the Voting Deadline and the Plan Objection Deadline to satisfy Bankruptcy Rules 2002(b) and 3017(d). See Fed. R. Bankr. P. 2002(b); Fed. R. Bankr. P. 3017(d). The Debtors submit that the Solicitation Package and its contents satisfy these requirements by providing stakeholders will all necessary information regarding the Plan and by giving Holders of Claims and Interests with at least twenty-eight days' notice prior to the Voting Deadline and the Plan Objection Deadline.

25. Pursuant to Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served "within a time fixed by the court." Bankruptcy Rules 2002(b) and 2002(d) provide that notice will be given to all creditors and equity security holders of not less than twenty-eight days by mail of the time fixed for filing objections and the hearing to consider confirmation of a plan. As detailed above, the Confirmation Hearing Notice, which is included

in the Solicitation Package, provides parties with the procedures required for filing objections to Confirmation of the Plan, including notice of the Plan Objection Deadline and the Confirmation Hearing. Because the Solicitation Packages will be distributed on or before May 23, 2016, parties will have more than twenty-eight days' notice of the Plan Objection Deadline in compliance with the applicable Bankruptcy Rules.

26. Finally, the Debtors seek the Court's approval for a departure from the strict requirements of Bankruptcy Rule 3017(d), excusing the Debtors from mailing Solicitation Packages to those Entities with addresses determined to be undeliverable, unless the Debtors, through Prime Clerk, are able to locate accurate addresses for such Entities not less than seven days prior to the Solicitation Date. If a Holder of a Claim or Interest has changed its mailing address after the Petition Date, the burden should be on the Holder, not the Debtors, to advise Prime Clerk of the new address. See In re Marshall, 219 B.R. 687, 691 (Bankr. M.D.N.C. 1997) (holding notice to secured creditor of sale of collateral reasonable and sufficient where notice sent to last known address and sender knew the recipient had moved but was not provided a new address). The Debtors respectfully submit that this deviation is in the best interests of the Debtors' stakeholders.

27. Accordingly, the Debtors respectfully request that the Court approve the Solicitation Timeline, the voting and tabulation procedures described in the Solicitation Procedures and First Lien Noteholder Elections Procedures, the form and manner of the Solicitation Package and its contents, the Non-Voting Status Notices, and the Executory Contracts and Unexpired Leases Notices in accordance with section 1126(c) of the Bankruptcy Code and Bankruptcy Rule 3018(a). Indeed, courts in this district and others have routinely granted relief similar to the relief requested herein. See, e.g., In re Edison Mission Energy,

No. 12-49219 (JPC) (Bankr. N.D. Ill. Dec. 19, 2013); In re The Shorebank Corporation, No. 12-00581 (ABG) (Bankr. N.D. Ill. Apr. 16, 2012); In re ALT Hotel, LLC, No. 11-19401 (ABG) (Bankr. N.D. Ill. Apr. 10, 2012).

Non-Substantive or Immaterial Modifications.

28. The Debtors reserve their right to make non-substantive or immaterial changes to the Confirmation Hearing Notice, the other materials in the Solicitation Package, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan, and any other materials in the Solicitation Package prior to their distribution.

Notice

29. The Debtors have provided notice of this Motion to the entities on the Service List (as defined in the Case Management Order and available on the Debtors' case website at <https://cases.primeclerk.com/CEOC>). The Debtors also have provided notice of the hearing on approval of the Disclosure Statement to (a) all known creditors, interest holders, and contract counterparties, (b) all parties that, after reasonable inquiry, have asserted any lien, encumbrance, or other interest in the Debtors' assets, (c) the Internal Revenue Service, (d) all applicable state and local taxing authorities, (e) all applicable state and local regulators, and (f) the Securities and Exchange Commission. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

30. No prior request for the relief sought in the Motion has been made to this or any other court.

WHEREFORE, the Debtors respectfully request entry of an order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and granting such other relief as is just and proper.

Dated: April 5, 2016
Chicago, Illinois

/s/ David R. Seligman, P.C.

James H.M. Sprayregen, P.C.

David R. Seligman, P.C.

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Counsel to the Debtors and Debtors in Possession

Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:)	
	)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING	)	Case No. 15-01145 (ABG)
COMPANY, INC., <u>et al.</u> , ¹)	
)	
Debtors.	)	(Jointly Administered)

**ORDER (A) APPROVING THE SOLICITATION AND ELECTION PROCEDURES
AND (B) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for the entry of an order (the "Order"): (a) approving the procedures for soliciting, receiving, and tabulating vote on, and certain elections with respect to, the Plan; (b) approving the manner and forms of notice, ballots, election forms, and other related documents; and (c) granting related relief; all as more fully set forth in the Motion; and after due deliberation, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. Pursuant to Bankruptcy Rule 3018(a), May 9, 2016, will be the Voting Record Date for determining: (a) Holders of Claims that are entitled to vote on the Plan and (b) whether Claims have been properly transferred, including pursuant to Bankruptcy Rule 3001(e), such that the assignee may vote on the Plan.

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Motion.

3. The Debtors will direct Prime Clerk to distribute the Solicitation Packages via first class U.S. mail on or before May 23, 2016. The Debtors will file the documents and schedules included in the Plan Supplement by no later than Wednesday, June 8, 2016. To the extent the Debtors are required to distribute copies of the Plan and/or Disclosure Statement, the Debtors may distribute either paper copies or electronic copies in “.pdf” format on CD-ROM or flash drive, at their sole discretion; provided, that the Debtors will make paper copies available upon written request by a party in interest.

4. The Voting Deadline will be July 8, 2016, at 4:00 p.m.,³ unless otherwise extended by the Debtors. All votes to accept or reject the Plan must be cast by using the appropriate Ballot. All Ballots must be properly executed, completed, and delivered according to their applicable voting instructions by: (a) first class mail, in the return envelope provided with each Ballot; (b) overnight delivery; (c) personal delivery; or (d) Prime Clerk’s e-balloting platform, so that the Ballots are actually received by Prime Clerk no later than the Voting Deadline at the return address set forth in the applicable Ballot. The Debtors will direct Prime Clerk to file the Voting Report by no later than Friday, July 22, 2016, at 4:00 p.m.

5. On a date no fewer than twenty-eight days prior to the Plan Objection Deadline, the Debtors will (a) send the Confirmation Hearing Notice to all known Holders of Claims and Interests as set forth in the Motion and (b) publish notice of the Confirmation Hearing Notice (in a format modified for publication) in (i) *The Wall Street Journal* and *USA Today* (National Edition) and (ii) on the restructuring website established by Prime Clerk, available at <https://cases.primeclerk.com/CEOC>, in each case no later than seven days after the Solicitation Deadline.

³ All times listed in the Order are prevailing Central Time, unless otherwise indicated.

6. The Plan Objection Deadline will be August 19, 2016, at 4:00 p.m. Any objections to the Plan must be filed by the Plan Objection Deadline and must: (a) be in writing; (b) conform to the Bankruptcy Rules and the Local Rules; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest; (d) state with particularity the basis and nature of any objection to the Plan; (e) propose a modification to the Plan that would resolve such objection (if applicable); and (f) be filed with the Court and served so that it is actually received by the Plan Objection Deadline by to: (a) counsel for the Debtors, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: James H.M. Sprayregen, P.C., David R. Seligman, P.C. and Joe Graham, Esq.; and Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Paul M. Basta, P.C. and Nicole L. Greenblatt, P.C.; (b) the Office of the United States Trustee for the Northern District of Illinois, 219 S. Dearborn Street, Suite 873, Chicago, Illinois 60604, Attn: Denise Ann DeLaurent; (c) counsel for the Statutory Committee of Unsecured Claimholders, Proskauer Rose LLP, 70 W. Madison Street, Suite 3800, Chicago, IL 60602, Attn: Paul V. Possinger, Esq., and Proskauer Rose LLP, Eleven Time Square, New York, New York 10036, Attn: Martin J. Bienenstock, Esq., Judy G.Z. Liu, Esq., Philip M. Abelson, Esq., and Vincent Indelicato, Esq.; (d) counsel for the Official Committee of Second Priority Noteholders, Jones Day, 555 South Flower Street, Fiftieth Floor, Los Angeles, California, 90071, Attn: Bruce Bennett, Esq., Sidney Levinson, Esq., and Joshua M. Mester, Esq.; (e) counsel for the Ad Hoc Group of First Lien Noteholders, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, Attn: Kenneth H. Eckstein, Esq. and Daniel M. Eggermann, Esq.; and (f) counsel for the Ad Hoc Group of First Lien Bank Lenders, Stroock & Stroock & Lavan LLP, 180 Maiden Lane,

New York, New York 10038, Attn: Kristopher M. Hansen, Esq. and Jonathan D. Canfield, Esq.
(the “Notice Parties”).

7. The Confirmation Hearing will commence on November 7, 2016, at 10:30 a.m., which hearing may be continued from time to time by the Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on: (a) all entities that have filed a request for service of filings in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002; (b) each of the Notice Parties; and (c) any party that has filed an objection to the Plan.

8. The Solicitation Procedures, substantially in the form attached hereto as **Exhibit 1**, are approved.

9. The Confirmation Hearing Notice, substantially in the form attached hereto as **Exhibit 2**, is approved.

10. The Debtors’ letter to the Voting Classes, substantially in the form attached hereto as **Exhibit 3**, is approved.

11. The First Lien Noteholder Elections Procedures (including the voting instructions), substantially in the form attached hereto as **Exhibit 4**, are approved.

12. The First Lien Noteholder Elections Form (including the voting instructions), substantially in the form attached hereto as **Exhibit 5**, is approved.

13. The Master Ballots and Ballots (including the voting instructions), substantially in the form attached hereto as **Exhibit 6** and **Exhibit 7**, respectively, are approved.

14. In addition to hard copy Ballots and Master Ballots, the Debtors are authorized to accept Ballots via electronic, online transmission through a customized “E-Ballot” section on the Debtors’ case website, <https://cases.primeclerk.com/CEOC>. Parties entitled to vote may cast an

electronic Ballot and electronically sign and submit the Ballot solely by utilizing Prime Clerk's E-Ballot platform. The encrypted ballot data and audit trail created by such electronic submission will become part of the record of any Ballot submitted in this manner and the Holder of a Claim's electronic signature will be deemed to be immediately legally valid and effective.

15. The Notice of Non-Voting Status for Unimpaired Classes, substantially in the form attached hereto as **Exhibit 8**, is approved.

16. The Notice of Non-Voting Status for Deemed Rejecting Classes, substantially in the form attached hereto as **Exhibit 9**, is approved.

17. The Debtors will cause the Notice of Non-Voting Status for Unimpaired Classes and the Notice of Non-Voting Status for the Deemed Rejecting Classes to be served as set forth in the Motion.

18. The Disclosure Statement, the Plan, the Confirmation Hearing Notice, the Ballots, the Notice of Non-Voting Status for Unimpaired Classes, the Notice of Non-Voting Status for the Deemed Rejecting Classes, the Executory Contracts and Unexpired Leases Notices, and the Notice to Disputed Claim Holders provide all parties in interest with sufficient notice regarding the settlement, release, exculpation, and injunction provisions contained in the Plan in compliance with Bankruptcy Rule 3016(c).

19. The Debtors will not be required to solicit votes from the following: (a) Holders of Administrative Claims, Priority Tax Claims or Professional Fee Claims (each in their capacities as such) because such claims are Unclassified under the Plan and therefore are not entitled to vote on the Plan; (b) Holders of Claims or Interests in the Unimpaired Classes because such Claims and Interests are Unimpaired under the Plan and are conclusively presumed to have accepted the Plan; and (c) Holders of Claims or Interests in the Deemed Rejecting Classes

because such Claims and Interests are Impaired under the Plan, entitled to no recovery under the Plan, and are therefore deemed to have rejected the Plan. In lieu of distributing a Solicitation Package to such Holders of Claims or Interests, the Debtors will cause (a) the Confirmation Hearing Notice and (b) the Notice of Non-Voting Status for Unimpaired Classes or the Notice of Non-Voting Status for the Deemed Rejecting Classes, as applicable, to be served on such Holders of Claims and Interests that are not entitled to vote.

20. The Debtors are excused from mailing Solicitation Packages to those Entities to whom the Debtors caused a notice regarding the Disclosure Statement Hearing to be mailed and received a notice from the United States Postal Service or other carrier that such notice was undeliverable, unless such Entity provides the Debtors, through Prime Clerk, an accurate address not less than seven days prior to the Solicitation Date.

21. The Notice of Assumed Executory Contracts and Unexpired Leases (including the schedules), substantially in the form attached hereto as **Exhibit 10**, is approved.

22. The Notice of Rejected Executory Contracts and Unexpired Leases (including the schedules), substantially in the form attached hereto as **Exhibit 11**, is approved.

23. The Debtors will mail to non-Debtor counterparties to the Debtors' Executory Contracts and Unexpired Leases at least 28 days before the Plan Objection Deadline, (a) the Executory Contracts and Unexpired Leases Notices, substantially in the form attached hereto as **Exhibit 10** and **Exhibit 11**, notifying them of the forthcoming assumption or rejection of their Executory Contract or Unexpired Lease. Counterparties to Executory Contracts and Unexpired Leases will have 28 days from the date the Executory Contracts and Unexpired Leases Notices are sent to serve and file an objection to the Debtors' proposed Cure Cost in accordance with the procedures set forth in the executory contracts and unexpired leases notices.

24. The Notice to Disputed Claim Holders, substantially in the form attached hereto as **Exhibit 12**, is approved.

25. The terms and conditions of this Order will be immediately effective and enforceable upon its entry.

Dated: _____
Chicago, Illinois

The Honorable A. Benjamin Goldgar
United States Bankruptcy Judge

Exhibit 1

Solicitation Procedures

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:	)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING COMPANY, INC., <u>et al.</u> , ¹	)	Case No. 15-01145 (ABG)
)	
Debtors.	)	(Jointly Administered)

SOLICITATION PROCEDURES

On [May 9], 2016, the United States Bankruptcy Court for the Northern District of Illinois (the “Bankruptcy Court”) entered an order [Docket No. ●] approving the *Disclosure Statement for the Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the “Disclosure Statement”) filed in support of the *Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the “Plan”)². Also on [May 9], 2016, the Court entered the *Order (A) Approving the Solicitation and Election Procedures and (B) Granting Related Relief* [Docket No. ●] (the “Solicitation Procedures Order”), which, among other things, authorized the above-captioned debtors and debtors in possession (collectively, the “Debtors”) to solicit acceptances or rejections of the Plan from Holders of Impaired Claims who are (or may be) entitled to distributions under the Plan.

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable. Copies of the Plan, the Disclosure Statement, and other information regarding these chapter 11 cases are available free of charge on the Debtors’ restructuring website maintained by Prime Clerk LLC (“Prime Clerk”), the Debtors’ notice, claims, and solicitation agent retained in these chapter 11 cases, at <https://cases.primeclerk.com/CEOC> or by (a) calling the Debtors’ restructuring hotline at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or (b) e-mailing ceocballots@primeclerk.com. You may also obtain copies of any pleadings by visiting the Court’s website at <http://www.ilnb.uscourts.gov> in accordance with the procedures and fees set forth therein.

Definitions

- (a) “Ballot” means the ballots included in the General Solicitation Package upon which certain Holders of Claims entitled to vote shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the Plan and Solicitation Procedures, and which must be actually received by the Prime Clerk on or before the Voting Deadline.
- (b) “Bankruptcy Court” means the United States Bankruptcy Court for the Northern District of Illinois having jurisdiction over the Chapter 11 Cases.
- (c) “Beneficial Holder” means a beneficial owner of publicly-traded Securities as of the Voting Record Date whose Claims have not been satisfied prior to the Voting Record Date pursuant to Bankruptcy Court order or otherwise, as reflected in the records maintained by the Nominees, which Nominee positions are evidenced on the applicable securities position report maintained by The Depository Trust Company (“DTC”), which is the sole holder of Securities on the books and records of the applicable indenture trustee below:³
- i. Delaware Trust Company, solely in its capacity as indenture trustee under the 10.00% Second Lien Notes Indentures dated as of December 24, 2008, and any successors in such capacity;
 - ii. Wilmington Savings Fund Society, FSB, solely in its capacity as indenture trustee under the 10.00% Second Lien Notes Indentures dated as of April 15, 2009, and any successors in such capacity;
 - iii. BOKF, N.A., solely in its capacity as indenture trustee under the 12.75% Second Lien Notes Indenture, and any successors in such capacity;
 - iv. UMB Bank, National Association, solely in its capacity as indenture trustee under the First Lien Notes Indentures, and any successors in such capacity;
 - v. Law Debenture Trust Company of New York, in its capacity as indenture trustee under the CEOC Senior Unsecured Notes Indentures, and any successors in such capacity; or
 - vi. Wilmington Trust, NA, solely in its capacity as indenture trustee under the Subsidiary-Guaranteed Notes Indenture, and any successors in such capacity.
- (d) “Confirmation Hearing” means the hearing conducted by the Bankruptcy Court pursuant to section 1128(a) of the Bankruptcy Code to consider confirmation of

³ Cede & Co., the nominee name of DTC, is listed as the only holder of Securities on the books and records of the applicable indenture trustee.

the Plan, as such hearing may be adjourned or continued from time to time and which currently is scheduled for [November 7], 2016, at [10:30] a.m. (prevailing Central Time).

- (e) “Confirmation Hearing Notice” means that certain notice of the Confirmation Hearing approved by the Bankruptcy Court pursuant to the Solicitation Procedures Order.
- (f) “First Lien Noteholder Elections Package” consists of the documents identified in Section D.2 of the Solicitation Procedures.
- (g) “General Tabulation Procedures” means the procedures set forth herein for the purposes of tabulating votes to accept or reject the Plan.
- (h) “General Solicitation Package” consists of the documents identified in Section D.1 of the Solicitation Procedures.
- (i) “Master Ballot” means the master ballots accompanying the Disclosure Statement upon which certain Nominees, on behalf of the Beneficial Holders of Secured First Lien Notes Claims, First Lien Notes Deficiency Claims, Second Lien Notes Claims, Senior Unsecured Notes Claims, and Subsidiary-Guaranteed Notes Claims entitled to vote as of the Voting Record Date, shall, among other things, indicate the Beneficial Holders’ acceptance or rejection of the Plan in accordance with the Plan and the Solicitation Procedures, and which must be actually received by Prime Clerk on or before the Voting Deadline.
- (j) “Nominee” means a bank, broker, or other nominee in whose name Securities are transferred by agreement between such nominee and the Beneficial Holder.
- (k) “Notice of Non-Voting Status for Deemed Rejecting Classes” means the notice the Holders of Claims or Interests in Class M (Section 510(b) Claims), Class N (Intercompany Claims), Class O (Intercompany Interests), and Class P (CEOC Interests) who are deemed to reject the Plan will receive, in addition to the Confirmation Hearing Notice, in lieu of a General Solicitation Package.
- (l) “Plan Objection Deadline” means [August 19], 2016, at 4:00 p.m. (prevailing Central Time), the date set by the Bankruptcy Court as the deadline to file and serve objections to the Plan.
- (m) “Notice of Non-Voting Status for Unimpaired Classes” means the notice of non-voting status that the holders of Claims and Interests in Class A (Secured Tax Claims), Class B (Other Secured Claims), Class C (Other Priority Claims), Class L (Non-Obligor Unsecured Claims), and Class Q (Des Plaines Interests), who are presumed to accept the Plan will receive, in addition to the Confirmation Hearing Notice, in lieu of a General Solicitation Package.
- (n) “Resolution Event” has the meaning set forth in Section D.4.d of the Solicitation Procedures.

- (o) “Solicitation Packages” means, collectively, the General Solicitation Package and the First Lien Noteholder Elections Package.
- (p) “Solicitation Procedures” means the procedures set forth herein.
- (q) “Voting Deadline” means, [July 8], 2016, at 4:00 p.m., prevailing Central Time, the date set by the Bankruptcy Court as the deadline for receipt of Ballots by Prime Clerk.

Solicitation Procedures

A. Plan Confirmation Schedule.

The Bankruptcy Court has approved the following Plan Confirmation Schedule:

Event	Date
Voting Record Date	[May 9], 2016
Plan Supplement Deadline ⁴	[June 8], 2016
Voting Deadline	[July 8], 2016, at 4:00 p.m. (prevailing Central Time)
Deadline to File Voting Report	On or before [July 22], 2016, at 4:00 p.m. (prevailing Central Time)
Plan Objection Deadline	[August 19], 2016, at 4:00 p.m. (prevailing Central Time)
Deadline to File Confirmation Brief	[October 24], 2016, or a date that is at least seven (7) days prior to the commencement of the Confirmation Hearing
First Day of Confirmation Hearing	[November 7], 2016

B. The Voting Record Date.

The Bankruptcy Court has approved (i) [May 9], 2016, as the record date (the “Voting Record Date”) for purposes of determining which Holders of Claims in Class D (Prepetition Credit Agreement Claims), Class E (Secured First Lien Notes Claims), Class F (Unsecured Claims), Class G (Subsidiary-Guaranteed Notes Claims), Class H (Trade Claims), Class I (Par Recovery Unsecured Claims), Class J (Winnick Unsecured Claims), and Class K (Caesars Riverboat Casino Claims) (collectively, the “Voting Classes”) are entitled to vote on the Plan.

⁴ The Debtors will use commercially reasonable efforts to cause the Plan Supplement to be filed on or before [June 8], 2016. Once filed, the Plan Supplement may be obtained free of charge on the Debtors’ restructuring website maintained by Prime Clerk at <https://cases.primeclerk.com/CEOC> or for a fee via PACER at <http://www.ilnb.uscourts.gov>.

C. The Voting Deadline.

The Bankruptcy Court has approved [July 8], 2016, at 4:00 p.m. (prevailing Central Time) as the Voting Deadline for the Plan. The Debtors may extend the Voting Deadline, in their discretion, without further order of the Bankruptcy Court. To have votes to accept or reject the Plan counted, every registered Holder of a Claim, or such Holder's Nominee, must properly execute, complete, and deliver the Ballot or Master Ballot (as applicable) sent to it by (i) first-class mail, (ii) overnight courier, (iii) personal delivery, or (iv) through online transmission solely via, and in accordance with the instructions set forth on, Prime Clerk's E-Ballot platform on the Debtors' case website (<https://cases.primeclerk.com/CEOC/>), in each case so that Prime Clerk **actually receives** the Ballot or Master Ballot (as applicable) no later than the Voting Deadline. Holders of Claims, or their Nominees, should send their Ballots to: CEOC Ballot Processing c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, New York 10022.⁵ Delivery of a Ballot to Prime Clerk by facsimile, e-mail, or any other electronic means aside from Prime Clerk's E-Ballot platform will render the corresponding vote invalid. If a Holder received a reply envelope addressed to its Nominee, such Holder should allow sufficient time for its Nominee to receive, process and submit its vote on a Master Ballot that must be actually received by Prime Clerk by the Voting Deadline.

D. Form, Content, and Manner of Notices.

1. The General Solicitation Package. The General Solicitation Package available to all creditors shall contain copies of the following:

- (a) a copy of these Solicitation Procedures;
- (b) the Confirmation Hearing Notice, substantially in the form attached as **Exhibit 2** to the Solicitation Procedures Order;
- (c) a cover letter, substantially in the form attached as **Exhibit 3** to the Solicitation Procedures Order, describing the contents of the General Solicitation Package and urging the Holders of Claims in each of the Voting Classes to vote to accept the Plan;
- (d) an appropriate form of Ballot for Holders of Claims, substantially in the applicable form attached as **Exhibit 5** to the Solicitation Procedures Order;
- (e) the approved Disclosure Statement (with all exhibits attached thereto, including the Plan and the exhibits attached thereto); and
- (f) any supplemental documents the Debtors file with the Bankruptcy Court and any documents that the Bankruptcy Court orders to be made available.

⁵ Notwithstanding the foregoing, Nominees (or their agents) may submit their Master Ballots via electronic mail to ceocballots@primeclerk.com.

2. The First Lien Noteholder Elections Package. The following materials, in addition to the General Solicitation Package, will be sent to holders of Secured First Lien Notes Claims:

- (a) the First Lien Noteholder Elections Procedures, substantially in the form attached as **Exhibit 4** to the Solicitation Procedures Order; and
 - (b) the First Lien Noteholder Elections Form, substantially in the form attached as **Exhibit 5** to the Solicitation Procedures Order.
3. Distribution of the Solicitation Packages.

The Solicitation Packages will provide the Disclosure Statement and Plan in electronic format (i.e., CD-ROM or flash drive) and all other contents of the Solicitation Packages, including Ballots and Master Ballots, in paper format. Any Holder of a Claim or Interest may obtain, at no charge, a paper copy of the documents otherwise provided by (a) accessing Prime Clerk's website at <https://cases.primeclerk.com/CEOC/>, (b) writing to Prime Clerk, via first-class or overnight mail, at CEOC Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, New York 10022, (c) calling Prime Clerk at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or (d) e-mailing ceocballots@primeclerk.com.

The Debtors will serve, or cause service of, all of the materials in the Solicitation Packages (excluding the Ballots and Master Ballots) on: (a) the United States Trustee for the Northern District of Illinois; (b) all entities on the Service List (as defined in the Case Management Order and available on the Debtors' case website at <https://cases.primeclerk.com/CEOC/>); and (c) those parties who have requested service of papers in this case pursuant to Bankruptcy Rule 2002. In addition, the Debtors will mail, or cause the mailing of, the Solicitation Packages to the following Entities in the Voting Classes on or before [May 23, 2016]:

(a) each Entity that, on or before the Voting Record Date, has timely filed a Proof of Claim (or an untimely Proof of Claim that the Bankruptcy Court has Allowed as timely on or before the Voting Record Date) that: (i) has not been expunged, disallowed, disqualified, withdrawn, or superseded prior to the Voting Record Date; and (ii) is not the subject of a pending objection on the Voting Record Date; provided that any Holder of a Claim that is the subject of a pending objection on a "reduce and allow" basis will receive a General Solicitation Package and be entitled to vote such Claim in the reduced amount contained in such objection;

(b) each Entity listed in the Debtors' Schedules as holding a non-contingent, liquidated, undisputed Claim as of the Voting Record Date, except to the extent that such Claim was paid, expunged, disallowed, disqualified, or superseded by a timely filed Proof of Claim prior to the Voting Record Date;

(c) each Entity holding a Claim pursuant to an agreement or settlement with the Debtors executed prior to the Voting Record Date, as reflected by (i) a document filed with the Bankruptcy Court, (ii) an order entered by the Bankruptcy Court, or (iii) a document executed by

the Debtors in accordance with authority granted by the Bankruptcy Court, regardless of whether such Entity has filed a Proof of Claim;

(d) each Holder of a Disputed Claim that the Bankruptcy Court has temporarily allowed for voting purposes pursuant to Bankruptcy Rule 3018; and

(e) with respect to any Entity described in subparagraphs (a) through (d) above who, on or before the Voting Record Date, has transferred such Entity's Claim to another Entity, to the assignee of such Claim in lieu of sending such General Solicitation Package to the assigning Entity, provided, however, that such transfer or assignment has been fully effectuated pursuant to the procedures set forth in Bankruptcy Rule 3001(e) and such transfer is reflected on the Claims Register on the Voting Record Date.

4. Disputed Claim Procedures.

(a) If a Claim is subject to a pending objection by the Debtors on a "reduce and allow" basis and that Claim would otherwise entitle the Holder of such Claim to vote on the Plan, that Holder may vote that Claim in the reduced amount listed in that pending objection.

(b) If a Claim in a Voting Class is subject to a pending objection other than on a "reduce and allow" basis that the Debtors have filed with the Bankruptcy Court on or prior to seven days before the Voting Deadline: (i) the Debtors will cause the applicable Holder to be served with a Confirmation Hearing Notice (substantially in the form attached as **Exhibit 2** to the Solicitation Procedures Order) and a Notice to Disputed Claim Holders (substantially in the form attached as **Exhibit 12** to the Solicitation Procedures Order); and (ii) the applicable Holder will not be entitled to vote to accept or reject the Plan on account of such Claim unless a Resolution Event (as defined herein) occurs as provided herein.

(c) If a Claim in a Voting Class is subject to an objection other than a "reduce and allow" objection that the Debtors have filed with the Bankruptcy Court less than seven days prior to the Voting Deadline, the applicable Claim will be temporarily allowed for voting purposes only, without further action by the Holder of such Claim and without further order of the Bankruptcy Court unless the Bankruptcy Court orders otherwise.

(d) A Resolution Event is the occurrence of one or more of the following events with respect to a Disputed Claim no later than three business days before the Voting Deadline:

i. The Bankruptcy Court enters an order allowing the Disputed Claim in accordance with section 502(b) of the Bankruptcy Code after notice and a hearing.

ii. The Bankruptcy Court enters an order temporarily allowing the Disputed Claim for voting purposes only in accordance with Bankruptcy Rule 3018(a) after notice and a hearing.

iii. The Debtors and the Holder of the Disputed Claim execute a stipulation or other agreement resolving the objection and allowing that Claim in an agreed-upon amount.

iv. The Debtors and the Holder of the Disputed Claim execute a stipulation or other agreement temporarily allowing that Holder to vote its Claim in an agreed-upon amount.

v. The pending objection is voluntarily withdrawn by the Debtors.

(e) No later than two business days following the occurrence of a Resolution Event, the Debtors will cause Prime Clerk to distribute via e-mail, hand delivery, or overnight courier service, as applicable, the General Solicitation Package and a pre-addressed envelope with pre-paid postage to the relevant Holder.

5. Non-Voting Status Notices for Unimpaired Classes and Classes Deemed to Reject the Plan. If particular Claims or Interests are not classified in accordance with section 1123(a)(1) of the Bankruptcy Code or are in classes not entitled to vote on the Plan because they are Unimpaired or otherwise presumed to accept the Plan under section 1126(f) of the Bankruptcy Code, the Holders of those Claims or Interests will receive only the Notice of Non-Voting Status for Unimpaired Classes, substantially in the form attached as **Exhibit 8** to the Solicitation Procedures Order. Such notice will instruct these Holders as to how they may obtain copies of the documents contained in the Solicitation Packages (excluding Ballots). The Holders of Claims or Interests not entitled to vote because they are deemed to reject the Plan under section 1126(g) of the Bankruptcy Code will receive only the Notice of Non-Voting Status for Deemed Rejecting Classes, substantially in the form attached as **Exhibit 9** to the Solicitation Procedures Order. Such notice will instruct these Holders as to how they may obtain copies of the documents contained in the Solicitation Packages (excluding Ballots).

E. Voting and Tabulation Procedures.

1. Holders of Claims Entitled to Vote. Only the following Holders of Claims in the Voting Classes will be entitled to vote with regard to those Claims:

(a) Holders of Claims that, on or before the Voting Record Date, timely Filed a Proof of Claim (or an untimely Proof of Claim that the Bankruptcy Court has Allowed as timely on or before the Voting Record Date) that (i) has not been expunged, disallowed, disqualified, withdrawn, or superseded prior to the Voting Record Date and (ii) is not the subject of a pending objection, other than on a “reduce and allow” basis, filed with the Bankruptcy Court by the Debtors at least seven days prior to the Voting Deadline, pending a Resolution Event as provided herein; provided, however, that a Holder of a Claim that is the subject of a pending objection on a “reduce and allow” basis by the Debtors will receive a General Solicitation Package and be entitled to vote that Claim in the reduced amount listed in that pending objection;

(b) Holders of Claims that are listed in the Schedules, other than Claims that are scheduled as contingent, unliquidated, or disputed (but excluding such scheduled disputed, contingent, or unliquidated Claims that have been paid or superseded by a timely Filed Proof of Claim, or an untimely Proof of Claim that the Bankruptcy Court has Allowed as timely on or before the Voting Record Date);

(c) Holders of Claims that arise pursuant to an agreement or settlement with the Debtors, as reflected by (i) a document filed with the Bankruptcy Court, (ii) an order entered by

the Bankruptcy Court, or (iii) a document executed by the Debtors in accordance with authority granted by the Bankruptcy Court, regardless of whether such Holder has filed a Proof of Claim;

(d) the assignee of a timely filed Proof of Claim (or an untimely Proof of Claim that the Bankruptcy Court has Allowed as timely on or before the Voting Record Date) or a Claim listed in the Schedules; provided that the parties have fully effectuated transfer or assignment in accordance with the procedures set forth in Bankruptcy Rule 3001(e) and the Claims Register on the Voting Record Date reflects that transfer or assignment; and

(e) the applicable Nominee (as defined below), as reflected in the relevant records as of the Voting Record Date.

2. Establishing Claim Amounts for Voting Purposes. The Claim amount established herein will control for voting purposes only and will not constitute the Allowed amount of any Claim. Moreover, any amount filled in on a Ballot by the Debtors or through Prime Clerk, as applicable, is not binding for purposes of allowance and distribution. In tabulating votes, Prime Clerk will determine the amount of the Claim associated with each claimant's vote by using the following hierarchy:

(a) solely with respect to Prepetition Credit Agreement Claims other than Swap and Hedge Claims, the Claim amount shall be based on information provided in the register maintained by the Prepetition Credit Agreement Agent pursuant to the Prepetition Credit Agreement as of the Voting Record Date;

(b) the Claim amount settled or agreed upon by the Debtors, as reflected in (i) a document filed with the Bankruptcy Court, (ii) an order of the Bankruptcy Court, or (iii) a document executed by the Debtors in accordance with authority granted by the Bankruptcy Court;

(c) the Claim amount allowed (temporarily or otherwise) in accordance with a Resolution Event under the Disputed Claim Procedures set forth in these Solicitation Procedures;

(d) the Claim amount contained in a Proof of Claim that the Holder has timely filed by the applicable Claims Bar Date (or deemed timely filed by the Bankruptcy Court under applicable law), except for any amounts asserted on account of any interest accrued after the Petition Date; provided, however, that Ballots cast by Holders of Claims that timely file a Proof of Claim in respect of a contingent Claim or in a wholly unliquidated or unknown amount not the subject of an objection will count for satisfying the numerosity requirement of section 1126(c) of the Bankruptcy Code and will count as Ballots for Claims in the amount of \$1.00 solely for the purpose of satisfying the dollar-amount provisions of section 1126(c) of the Bankruptcy Code, and, if a Proof of Claim is filed as partially liquidated and partially unliquidated, such Claim will be allowed for voting purposes only in the liquidated amount; provided further, however, that to the extent the Claim amount contained in the Proof of Claim does not match the Claim amount set forth in a document filed with the Bankruptcy Court as referenced in subparagraph (b) above, the Claim amount in the document filed with the Bankruptcy Court supersedes the Claim amount set forth on the respective Proof of Claim; and provided further, however, that a Claim filed in

(i) an amount of \$0.00 shall not be entitled to vote on account of such Claim, (ii) a currency other than U.S. Dollars shall be entitled to vote at \$1.00;

(e) the Claim amount listed in the Schedules, provided that such Claim is not scheduled as contingent, disputed, or unliquidated or has not been paid (in which case such Claim shall be disallowed for voting purposes); and

(f) in the absence of any of the foregoing, such Claim shall be disallowed for voting purposes.

3. General Voting and Ballot Tabulation Procedures. The following voting procedures and standard assumptions shall be used in tabulating Ballots and Master Ballots, subject to the Debtors' right to waive any of the below specified requirements for completion and submission of Ballots so long as such requirement is not otherwise required by the Bankruptcy Code, Bankruptcy Rules, or Local Rules:

(a) except as otherwise provided in the Solicitation Procedures or unless waived by the Debtors in their sole discretion, unless the Ballot or Master Ballot being furnished is timely submitted on or prior to the Voting Deadline (as the same may be extended by the Debtors), the Debtors shall reject such Ballot or Master Ballot as invalid and, therefore, shall not count it in connection with Confirmation of the Plan;

(b) Prime Clerk will date-stamp all Ballots and Master Ballots when received. Prime Clerk shall retain the original Ballots and Master Ballots and an electronic copy of the same for a period of one year after the Effective Date of the Plan, unless otherwise ordered by the Bankruptcy Court;

(c) consistent with the requirements of Local Rule 3018-1, the Debtors will file with the Bankruptcy Court no later than [fourteen days] after the Voting Deadline, a voting report (the "Voting Report"). The Voting Report shall, among other things, delineate every Ballot and Master Ballot that does not conform to the voting instructions or that contains any form of irregularity including, but not limited to, those ballots that are late (in whole or in material part) illegible, unidentifiable, lacking signatures, or lacking necessary information, received via facsimile or electronic mail (except as expressly allowed in accordance with the Solicitation Procedures), or damaged ("Irregular Ballots"). The Voting Report will indicate the Debtors' intentions with regard to such Irregular Ballots;

(d) the method of delivery of Ballots or Master Ballots to be sent to Prime Clerk is at the election and risk of, as applicable, each Holder or Nominee, and except as otherwise provided, a Ballot or Master Ballot will be deemed delivered only when Prime Clerk actually receives the original executed Ballot or Master Ballot;

(e) an original executed Ballot or Master Ballot is required to be submitted by the Entity submitting such Ballot or Master Ballot and delivery of a Ballot or Master Ballot to Prime

Clerk by facsimile, e-mail, or any electronic means aside from Prime Clerk's E-Balloting platform will not be valid;⁶

(f) no Ballot or Master Ballot should be sent to the Debtors, the Debtors' agents (other than Prime Clerk), the Debtors' financial or legal advisors, the Official Committees, or the Official Committees' advisors, and if so sent will not be counted unless waived by the Debtors in their sole discretion;

(g) if multiple Ballots or Master Ballots are received from, as applicable, the same Holder, Beneficial Holder, or Nominee, with respect to the same Claim prior to the Voting Deadline, the last properly executed Ballot or Master Ballot timely received will be deemed to reflect that voter's intent and will supersede and revoke any prior Ballot or Master Ballot;

(h) Holders must vote all of their Claims within a particular Class either to accept or reject the Plan and may not split any such votes. Accordingly, a Ballot or Master Ballot that partially rejects and partially accepts the Plan will not be counted. Further, to the extent there are multiple Claims within the same Class, the Debtors may, in their discretion, aggregate the Claims of any particular Holder within a Class for the purpose of counting votes;

(i) a person signing a Ballot or Master Ballot in its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity of a Holder of Claims must indicate such capacity when signing;

(j) the Debtors, subject to contrary order of the Bankruptcy Court, may waive any defects or irregularities as to any particular Irregular Ballot at any time, either before or after the close of voting, and any such waivers will be documented in the Voting Report;

(k) neither the Debtors, nor any other Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots or Master Ballots other than as provided in the Voting Report, nor will any of them incur any liability for failure to provide such notification;

(l) unless waived or as ordered by the Bankruptcy Court, any defects or irregularities in connection with deliveries of Ballots or Master Ballots must be cured prior to the Voting Deadline or such Ballots or Master Ballots will not be counted;

(m) in the event a designation of lack of good faith is requested by a party in interest under section 1126(e) of the Bankruptcy Code, the Bankruptcy Court will determine whether any vote to accept or reject the Plan cast with respect to that Claim or Interest will be counted for purposes of determining whether the Plan has been accepted or rejected;

⁶ Notwithstanding the foregoing, Broadridge Financial Services or their agents, including all Nominees, shall be permitted to return the Master Ballot via electronic mail to ceocballots@primeclerk.com.

(n) subject to any order of the Bankruptcy Court, the Debtors reserve the right to reject any and all Ballots not in proper form, the acceptance of which, in the opinion of the Debtors, would not be in accordance with the provisions of the Bankruptcy Code or the Bankruptcy Rules; provided that any such rejections will be documented in the Voting Report;

(o) if a Claim has been estimated or otherwise allowed for voting purposes only by order of the Bankruptcy Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Bankruptcy Court for voting purposes only, and not for purposes of allowance or distribution;

(p) if an objection to a Claim is filed, such Claim shall be treated in accordance with the Disputed Claim Procedures set forth herein;

(q) the following Ballots or Master Ballots shall not be counted in determining the acceptance or rejection of the Plan: (i) any Ballot or Master Ballot that is illegible or contains insufficient information to permit the identification of the Holder of such Claim; (ii) any Ballot or Master Ballot cast by an Entity that does not hold a Claim in a Voting Class; (iii) any Ballot or Master Ballot cast for a Claim scheduled as unliquidated, contingent, or disputed in the Schedules for which no Proof of Claim was timely filed; (iv) any unsigned Ballot or Master Ballot, or Ballot or Master Ballot lacking an original signature (except as expressly authorized by the Solicitation Procedures); (v) any Ballot or Master Ballot not marked to accept or reject the Plan or marked both to accept and reject the Plan; and (vi) any Ballot submitted by any Entity not entitled to vote pursuant to the procedures described herein;

(r) after the Voting Deadline, no Ballot may be withdrawn or modified without the prior written consent of the Debtors;

(s) the Debtors are authorized to enter into stipulations with the Holder of any Claim agreeing to the amount of a Claim for voting purposes;

(t) Holders of Prepetition Credit Agreement Claims, Secured First Lien Notes Claims, First Lien Notes Deficiency Claims, and Second Lien Notes Claims will only receive one Ballot or Master Ballot on account of such Claims, and any Ballot submitted by such Holder (or Master Ballot submitted by the applicable Nominee) on account of such Claims to accept or reject the Plan will be counted against each Debtor other than the Non-Obligor Debtors;

(u) Holders of Prepetition Subsidiary-Guaranteed Notes Claims will only receive one Ballot or Master Ballot on account of such Claims, and any Ballot submitted by such Holder (or Master Ballot submitted by the applicable Nominee) on account of such Claims to accept or reject the Plan will be counted against each Subsidiary Guarantor Debtor other than the Non-Obligor Debtors;

(v) Holders of General Unsecured Claims against each Debtor on account of pension withdrawal liability arising under the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001–1191(c), as amended by the Multiemployer Pension Plan Amendment Act of 1980 (as amended), will only receive one Ballot on account of such Claims, and any Ballot submitted by such Holder on account of such Claims to accept or reject the Plan will be counted

against each Debtor other than the Non-Obligor Debtors (where Holders of Non-Obligor Unsecured Claims are Unimpaired); and

(w) if Prime Clerk receives no votes to accept or reject the Plan with respect to any particular Class of Claims, that Class will be deemed to have voted to accept the Plan.

4. Master Ballot Voting and Tabulation Procedures. The following additional procedures shall apply to Beneficial Holders of Claims in Classes E and G and Beneficial Holders of Claims in Class F that are not General Unsecured Claims (collectively, the “Master Ballot Claims”) who hold their position through a Nominee:

(a) Prime Clerk will distribute or cause to be distributed the appropriate number of copies of Ballots to each Beneficial Holder of a Master Ballot Claim holding a Claim as of the Voting Record Date, including Nominees identified by Prime Clerk as Entities through which Beneficial Holders hold their Claims;

(b) any Nominee that is a Holder of record with respect to a Master Ballot Claim must vote on behalf of Beneficial Holders of such Claims by: (i) immediately distributing the General Solicitation Package, including Ballots, it receives from Prime Clerk to all such Beneficial Holders;⁷ (ii) providing such Beneficial Holders with a return address to send Ballots; (iii) promptly collecting Ballots from such Beneficial Holders that cast votes on the Plan; (iv) compiling and validating the votes and other relevant information of all such Beneficial Holders on the Master Ballot; and (v) transmitting the Master Ballot to Prime Clerk by the Voting Deadline;⁸

⁷ Solicitation Packages may be sent in paper format or via electronic transmission in accordance with the customary practices of each Nominee. Each Nominee will then distribute the Solicitation Packages, as appropriate, in accordance with their customary practices and obtain votes to accept or to reject the Plan also in accordance with their customary practices. If it is the Nominee’s customary and accepted practice to submit a “voting instruction form” to the Beneficial Holders for the purpose of recording the Beneficial Holder’s vote, the Nominee will be authorized to send the voting instruction form in lieu of, or addition to, a Ballot.

⁸ Alternatively, a Nominee may pre-validate a Beneficial Holder’s Ballot by (i) signing the applicable Beneficial Holder’s Ballot and including their DTC Participant Number, (ii) indicating on the Ballot the account number of the Beneficial Holder, and the amount of such Beneficial Holder’s Master Ballot Claim held by the Nominee for such Beneficial Holder, and (iii) forwarding such Ballot (together with the other General Solicitation Package materials, along with a pre-addressed, pre-paid return envelope addressed to Prime Clerk). The Beneficial Holder may then complete the additional information requested in the Ballot, review the certifications contained therein, and return the Ballot directly to Prime Clerk so that it is actually received by Prime Clerk on or before the Voting Deadline. A list of the Beneficial Holder to whom the Nominee sent “pre-validated” Ballots should be maintained by the Nominee for inspection for at least one year following the Voting Deadline.

(c) any Beneficial Holder holding a Master Ballot Claim as a record Holder in its own name shall vote on the Plan by completing and signing a Ballot or a Master Ballot and returning it directly to Prime Clerk on or before the Voting Deadline;

(d) any Ballot returned to a Nominee by a Beneficial Holder will not be counted for purposes of accepting or rejecting the Plan until such Nominee properly completes and delivers to Prime Clerk a Master Ballot that reflects the vote of such Beneficial Holders by the Voting Deadline or otherwise validates the Ballot in a manner acceptable to Prime Clerk. Nominees shall retain all Ballots returned by Beneficial Holders for a period of one year after the Effective Date of the Plan;

(e) if a Beneficial Holder holds a Master Ballot Claim through more than one Nominee or through multiple accounts, such Beneficial Holder may receive more than one Ballot and each such Beneficial Holder should execute a separate Ballot for each block of Master Ballot Claims that it holds through any Nominee and must return each such Ballot to the appropriate Nominee;

(f) if a Beneficial Holder holds a portion of its Master Ballot Claim through a Nominee or Nominees and another portion in its own name as the record holder, such Beneficial Holder should follow the procedures described herein to vote the portion held in its own name and the procedures described in the rest of the Solicitation Procedures to vote the portion held by the Nominee(s);

(g) votes cast by Beneficial Holders through Nominees will be applied to the applicable positions held by such Nominees of the Master Ballot Claim as of the Voting Record Date, as evidenced by the applicable depository records. Votes submitted by a Nominee pursuant to a Master Ballot will not be counted in excess of the amount of such Claims held by such Nominee as of the Voting Record Date;

(h) if conflicting votes or “over-votes” are submitted by a Nominee pursuant to a Master Ballot, the Debtors will use reasonable efforts to reconcile discrepancies with the Nominees. If over-votes on a Master Ballot are not reconciled prior to the preparation of the Voting Report, the Debtors shall apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and to reject the Plan submitted on the Master Ballot that contained the over-vote, but only to the extent of the Nominee’s position in Classes E, F, or G, as applicable;

(i) for purposes of tabulating votes, each Nominee or Beneficial Holder will be deemed to have voted the principal amount of its Master Ballot Claim, although any principal amounts may be adjusted by Prime Clerk to reflect the amount of the Claim actually voted, including prepetition interest; and

(j) a single Nominee may complete and deliver to Prime Clerk multiple Master Ballots. Votes reflected on multiple Master Ballots will be counted, except to the extent that they are duplicative of other Master Ballots or for the reasons set forth in section E.3.q hereof. If two or more Master Ballots are inconsistent, the last-received valid Master Ballot received prior

to the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any prior received Master Ballot.

F. Amendments to the Plan and Solicitation Procedures.

The Debtors reserve the right to make non-substantive or immaterial changes to the Disclosure Statement, Plan, Ballots, Confirmation Hearing Notice, and related documents without further order of the Bankruptcy Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan, and any other materials in the Solicitation Packages before their distribution.

* * * * *

Exhibit 2

Confirmation Hearing Notice

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:	)	Chapter 11
CAESARS ENTERTAINMENT OPERATING	)	Case No. 15-01145 (ABG)
COMPANY, INC., <u>et al.</u> ¹)	
)	
Debtors.	)	(Jointly Administered)
)	
	)	Re: Docket No. ___

**NOTICE OF ORDER (A) APPROVING THE SOLICITATION
AND ELECTION PROCEDURES AND (B) GRANTING RELATED RELIEF**

**TO ALL CREDITORS, EQUITY INTEREST HOLDERS, AND PARTIES IN INTEREST
IN THE ABOVE-CAPTIONED CHAPTER 11 CASES, PLEASE TAKE NOTICE THAT:**

1. Approval of Disclosure Statement and Solicitation Procedures. On [May 9], 2016, the United States Bankruptcy Court for the Northern District of Illinois (the “Bankruptcy Court”) entered an order [Docket No. ●] approving the *Disclosure Statement for the Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the “Disclosure Statement”), as providing adequate information for holders of Claims² against or Interests in, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) to make a decision as to whether to accept or reject the *Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the “Plan”). Also on [May 9], 2016, the Bankruptcy Court entered the *Order (A) Approving the Solicitation and Election Procedures and (B) Granting Related Relief* [Docket No. ●] (the “Solicitation Procedures Order”) approving, among other things, the procedures for solicitation of votes to accept or reject the Plan and the tabulation of such votes on the Plan (the “Solicitation Procedures”).

Voting on the Plan

2. Voting Record Date. [May 9], 2016, the first day of the Disclosure Statement Hearing, is the Voting Record Date and will be used to determine (i) which Holders of Claims in Class D (Prepetition Credit Agreement Claims), Class E (Secured First Lien Notes Claims),

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

Class F (Unsecured Claims), Class G (Subsidiary-Guaranteed Notes Claims), Class H (Trade Claims), Class I (Par Recovery Unsecured Claims), Class J (Winnick Unsecured Claims), and Class K (Caesars Riverboat Casino Claims) are entitled to vote on the Plan and (ii) whether Claims have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the applicable assignee may vote on the Plan.

3. Voting Classes. Holders of Claims as of the Voting Record Date that are entitled to vote to accept or reject the Plan include Holders of Claims in Class D (Prepetition Credit Agreement Claims), Class E (Secured First Lien Notes Claims), Class F (Unsecured Claims), Class G (Subsidiary-Guaranteed Notes Claims), Class H (Trade Claims), Class I (Par Recovery Unsecured Claims), Class J (Winnick Unsecured Claims), and Class K (Caesars Riverboat Casino Claims).

4. Voting Deadline. Any Holder of a Claim entitled to vote on the Plan has been mailed a General Solicitation Package that includes a ballot or master ballot form (a “Ballot” or “Master Ballot,” as applicable) and appropriate instructions for voting on the Plan. For any vote to accept or reject the Plan to be counted, you must follow the appropriate voting instructions, must complete all required information on (as applicable) the Ballot or Master Ballot, and must execute and return the completed Ballot or Master Ballot (as applicable) so that it is actually received by Prime Clerk LLC (“Prime Clerk”), the Debtors’ notice, claims, and solicitation agent retained in these chapter 11 cases, no later than **4:00 p.m. (prevailing Central Time) on [July 8], 2016** (the “Voting Deadline”), at the following address: Caesars Entertainment Operating Company, Inc., et al., Balloting Center c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, New York 10022 or through online transmission solely via, and in accordance with the instructions set forth on, Prime Clerk’s E-Ballot platform on the Debtors’ case website (<https://cases.primeclerk.com/CEOC/>). **Any Ballot or Master Ballot received after the Voting Deadline will not be counted (unless the Voting Deadline is extended) and failure to follow the voting instructions accompanying the Ballot or Master Ballot may disqualify your vote.**

5. Additional Information. Copies of the Plan, the Disclosure Statement, the Solicitation Procedures Order, and other information regarding these chapter 11 cases are available free of charge on the Debtors’ restructuring website maintained by Prime Clerk, at <https://cases.primeclerk.com/CEOC/>, or by (a) calling the Debtors’ restructuring hotline at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or (b) e-mailing Prime Clerk at ceocballots@primeclerk.com. You may also obtain copies of any pleadings by visiting the Bankruptcy Court’s website at <http://www.ilnb.uscourts.gov> in accordance with the procedures and fees set forth therein.

Confirmation of the Plan

6. Confirmation Hearing. A hearing to consider confirmation of the Plan (the “Confirmation Hearing”) will commence on **[November 7], 2016, at [10:30 a.m.] (prevailing Central Time)**, or as soon thereafter as counsel may be heard, before the Honorable A. Benjamin Goldgar or any other judge who may be sitting in his place and stead, in [the Ceremonial Courtroom (Room No. 2525)] in the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604. **The Confirmation Hearing**

may be continued from time to time without further notice, including by announcement of the adjourned date(s) at the Confirmation Hearing or any continued hearing.

7. Plan Supplement Documents. The Debtors will use commercially reasonable efforts to file certain documents, agreements, schedules, and exhibits with the Bankruptcy Court that relate to implementation of the Plan, including new debt documents and new organizational documents (collectively, the “Plan Supplement”), on or before **[June 8], 2016**. Once filed, the Plan Supplement may be obtained from Prime Clerk for free as set forth herein or for a fee via PACER at <http://www.ilnb.uscourts.gov>.

8. Objection Deadline and Procedures. The Bankruptcy Court has established **[August 19], 2016, at 4:00 p.m.** (prevailing Central Time), as the deadline for filing and serving objections to the Confirmation of the Plan (unless otherwise agreed by the Debtors or by order of the Bankruptcy Court) (the “Plan Objection Deadline”). Any objection to the Plan must (a) be in writing, (b) conform to the Bankruptcy Rules and the Local Bankruptcy Rules, (c) state the name and address of the objecting party and (if not contingent, disputed, or unliquidated) the amount and nature of the Claim or Interest, (d) state with particularity the basis and nature of any objection to the Plan, (e) propose a modification to the Plan that would resolve such objection (if applicable), and (f) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so that it is actually received by each of the following notice parties by the Plan Objection Deadline:

Counsel to the Debtors	U.S. Trustee
KIRKLAND & ELLIS LLP KIRKLAND & ELLIS INTERNATIONAL LLP James H.M. Sprayregen, P.C. David R. Seligman, P.C. 300 North LaSalle Chicago, Illinois 60654 - and - Paul M. Basta, P.C. Nicole L. Greenblatt, P.C. 601 Lexington Avenue New York, New York 10022-4611	OFFICE OF THE UNITED STATES TRUSTEE FOR THE NORTHERN DISTRICT OF ILLINOIS Denise A. DeLaurent 219 South Dearborn Street, Room 873 Chicago, IL 60604
Counsel to the Statutory Committee of Unsecured Claimholders	Counsel to the Official Committee of Second Priority Noteholders
PROSKAUER ROSE LLP Martin Bienenstock Judy G.Z. Liu Philip M. Abelson Eleven Times Square New York, New York 10035	JONES DAY Bruce Bennett Sidney Levinson Joshua Mester 555 South Flower Street, Fiftieth Floor Los Angeles, California 90071
Counsel to the Ad Hoc Committee of First Lien Banks	Counsel to the Ad Hoc Committee of First Lien Noteholders
STROOCK & STROOCK & LAVAN LLP Kristopher M. Hansen Jonathan D. Canfield 180 Maiden Lane New York, New York 10038	KRAMER LEVIN NAFTALIS & FRANKEL LLP Kenneth H. Eckstein Daniel M. Eggermann 1177 Avenue of the Americas New York, New York 10036

Temporary Allowance of Claims for Voting

9. Temporary Allowance of Claims. Creditors that are not entitled to vote on the Plan or that disagree with the Claim amount indicated on the Ballot they receive on account of a Claim in a Voting Class may nevertheless still be able to vote their Claim (or vote a different Claim amount) if one or more of the following events (each, a “Resolution Event”) occurs in accordance with, and subject to, the Disputed Claim Procedures set forth in the Solicitation Procedures Order prior to the Voting Deadline of **[July 8], 2016, at 4:00 p.m. (prevailing Central Time)**:

- (a) The Bankruptcy Court enters an order allowing the Disputed Claim in accordance with section 502(b) of the Bankruptcy Code after notice and a hearing.
- (b) The Bankruptcy Court enters an order temporarily allowing the Disputed Claim for voting purposes only in accordance with Bankruptcy Rule 3018(a) after notice and a hearing.
- (c) The Debtors and the Holder of the Disputed Claim execute a stipulation or other agreement resolving the objection and allowing that Claim in an agreed-upon amount.
- (d) The Debtors and the Holder of the Disputed Claim execute a stipulation or other agreement temporarily allowing that Holder to vote its Claim in an agreed-upon amount.
- (e) The pending objection is voluntarily withdrawn by the Debtors.

10. Effect of Confirmation. Subject to the satisfaction of the conditions set forth in Article IX of the Plan, the Plan will be consummated on the Effective Date. Among other things, on the Effective Date, the following release, injunction, and exculpation provisions set forth in Article VIII of the Plan will become effective:

ARTICLE VIII.B: DEBTOR RELEASE. Effective as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is deemed released by the Debtors, the Estates, and the Reorganized Debtors from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors, as applicable, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Estates, or the Reorganized Debtors would have been legally entitled to assert in their own right (whether individually or collectively), or on behalf of the Holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors’ restructuring, the Chapter 11 Cases, the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any debt, security, asset, right, or interest of the Debtors or the Reorganized Debtors, the Restructuring Support Agreements, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or

contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents or related agreements, instruments, or other documents (including the Restructuring Support Agreements), any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including, for the avoidance of doubt, all claims, Causes of Action, or liabilities arising out of or relating to the Challenged Transactions, the Caesars Cases, and the Prepetition CEC Guarantees; provided that the foregoing Debtor Release shall not operate to waive or release any right, Claim, or Cause of Action (1) in favor of any Debtor or Reorganized Debtors, as applicable, arising under any contractual obligation owed to such Debtor or Reorganized Debtor not satisfied or discharged under the Plan or (2) as expressly set forth in the Plan or the Plan Supplement.

ARTICLE VIII.C: THIRD-PARTY RELEASE. Effective as of the Effective Date, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each Entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including with respect to any rights or Claims that could have been asserted against the Released Parties with respect to the Guaranty and Pledge Agreement (but only to the extent released in connection with the Bank Guaranty Settlement), any derivative claims, asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors, as applicable, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the Restructuring Support Agreements, the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any debt, security, asset, right, or interest of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring or any alleged restructuring or reorganization of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents, or related agreements, instruments, or other documents (including the Restructuring Support Agreements and, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including, for the avoidance of doubt, all claims, Causes of Action, or liabilities arising out of or relating to the Challenged Transactions, the Caesars Cases, and the Prepetition CEC Guarantees (including but not limited to any claims under any indentures or under the Trust Indenture Act). Notwithstanding anything to the contrary in the foregoing, the Third-Party Release shall not release any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

ARTICLE VIII.D: EXCULPATION. Effective as of the Effective Date, to the fullest extent permissible under applicable law, and except as otherwise specifically provided in the Plan, each Debtor, each Reorganized Debtor, each Estate, and each Exculpated Party is hereby released and exculpated from any claim, obligation, Cause of Action, or liability for any prepetition or postpetition action taken or omitted to be taken in connection with, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, administering, or implementing the Plan, or consummating the Plan (including the Restructuring Support Agreements), the Disclosure Statement, the New Governance Documents, the Restructuring Transactions, and/or the Separation Structure or selling or issuing the New Debt, the New Interests, the New CEC Convertible Notes, the New CEC Common Equity, the Rights and Rights Offering, and/or any other Security to be offered, issued, or distributed in connection with the Plan, the Chapter 11 Cases, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, except for actual fraud, willful misconduct, or gross negligence, each solely to the extent as determined by a Final Order of a court of competent jurisdiction; provided, however, that in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Debtors, the Reorganized Debtors, the Estates, and each Exculpated Party have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the restructuring of Claims and Interests in the Chapter 11 Cases and in connection with the Restructuring Transactions, the negotiation, formulation, or preparation of the Restructuring Documents or related agreements, instruments, or other documents pursuant to the Plan, and the solicitation and distribution of the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

ARTICLE VIII.E: INJUNCTION. Effective as of the Effective Date, pursuant to section 524(a) of the Bankruptcy Code, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all Entities who have held, hold, or may hold Claims, Interests, or Liens that have been discharged pursuant to Article VIII.A of the Plan, released pursuant to Article VIII.B or Article VIII.C of the Plan, or are subject to exculpation pursuant to Article VIII.D of the Plan are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the New Property Entities, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (3) creating, perfecting, or

enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Entity has timely asserted such setoff right prior to the Effective Date in a document Filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a Claim or Interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan.

THE PLAN WILL BIND ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS TO THE FULLEST EXTENT AUTHORIZED OR PROVIDED UNDER THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING SECTIONS 524 AND 1141 OF THE BANKRUPTCY CODE, AND BY ALL OTHER APPLICABLE LAW.

* * * * *

Dated: May [●], 2016
Chicago, Illinois

James H.M. Sprayregen, P.C.
David R. Seligman, P.C.
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle
Chicago, Illinois 60654
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- and -

Paul M. Basta, P.C.
Nicole L. Greenblatt, P.C.
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022-4611
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

Counsel to the Debtors and Debtors in Possession

Exhibit 3

Debtors' Letter to Holders of Claims in the Voting Classes



May [●], 2016

To Whom It May Concern:

On [May 9], 2016, the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court") approved the *Disclosure Statement for the Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the "Disclosure Statement") and authorized Caesars Entertainment Operating Company, Inc. and its debtor subsidiaries (the "Debtors") to solicit votes with regard to the acceptance or rejection of the *Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the "Plan").¹ Copies of the Disclosure Statement and Plan are enclosed as part of the General Solicitation Package (as defined herein).

You have received this letter and the enclosed materials because you are entitled to vote on the Plan. The enclosed materials constitute the solicitation package available to all creditors (the "General Solicitation Package"), which, in addition to this letter, is comprised of:

- (a) the Solicitation Procedures;
- (b) the Confirmation Hearing Notice;
- (c) an appropriate Ballot for accepting or rejecting the Plan;
- (d) the Disclosure Statement (together with the exhibits attached thereto, including the Plan and exhibits attached thereto); and
- (e) any supplemental documents the Debtors filed with the Bankruptcy Court or any documents that the Bankruptcy Court ordered to be made available.

In addition, if you are a Holder of a Secured First Lien Notes Claim, you will also receive a separate package containing the following (such materials, the "First Lien Noteholder Elections Package"):

- (a) the First Lien Noteholder Elections Procedures; and
- (b) the First Lien Noteholder Elections Form.

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>. Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

Holders of Secured First Lien Notes Claims that do not receive the separate First Lien Noteholder Elections Package should immediately contact Prime Clerk at the telephone number or e-mail address provided below.

The Debtors have approved the filing and solicitation of votes to accept the Plan. The Debtors believe that the acceptance of the Plan is in the best interests of the Holders of Claims against, and Interests in, the Debtors. Moreover, the Debtors believe that any alternative other than Confirmation of the Plan could result in extensive delays and increased administrative expenses, thereby resulting in smaller distributions or no distributions on account of Allowed Claims.

The Debtors therefore recommend that all Entities entitled to vote on the Plan submit a timely Ballot voting to accept the Plan.

The materials in the Solicitation Packages are intended to be self-explanatory. If you have any questions, however, please feel free to contact the Debtors' notice, claims, and solicitation agent, Prime Clerk LLC, by: (a) accessing Prime Clerk's website at <https://cases.primeclerk.com/CEOC>; (b) writing to Prime Clerk, by first-class mail, Caesars Entertainment Operating Company, Inc., et al., c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, New York 10022; (c) calling the Debtors' restructuring hotline at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969; or (d) e-mailing Prime Clerk at ceocballots@primeclerk.com. You may also obtain copies of any pleadings by visiting the Bankruptcy Court's website at <http://www.ilnb.uscourts.gov> in accordance with the procedures and fees set forth on that website.

Regards,

[John Payne
Chief Executive Officer
Caesars Entertainment Operating Company,
Inc.]

Exhibit 4

First Lien Noteholder Elections Procedures

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

)	
In re:	)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING COMPANY, INC., <u>et al.</u> , ¹	)	Case No. 15-01145 (ABG)
)	
Debtors.	)	(Jointly Administered)
)	

FIRST LIEN NOTEHOLDER ELECTIONS PROCEDURES

On [May 9], 2016, the United States Bankruptcy Court for the Northern District of Illinois (the “Bankruptcy Court”) entered an order [Docket No. ●] approving the *Disclosure Statement for the Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the “Disclosure Statement”) filed in support of the *Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the “Plan”).² Also on [May 9], 2016, the Bankruptcy Court entered the *Order (A) Approving the Solicitation and Election Procedures and (B) Granting Related Relief* [Docket No. ●] (the “Solicitation Procedures Order”), which, among other things, approved these procedures (the “First Lien Noteholder Elections Procedures”) for exercising: (i) the PropCo Equity Election; and (ii) the PropCo Preferred Equity Put Election³ (collectively, the “First Lien Noteholder Elections”).

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable. Copies of the Plan, the Disclosure Statement, and other information regarding these chapter 11 cases are available free of charge on the Debtors’ restructuring website maintained by Prime Clerk LLC (“Prime Clerk”), the Debtors’ notice, claims, and solicitation agent retained in these chapter 11 cases, at <https://cases.primeclerk.com/CEOC> or by (a) calling the Debtors’ restructuring hotline at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or (b) e-mailing ceocballots@primeclerk.com. You may also obtain copies of any pleadings by visiting the Court’s website at <http://www.ilnb.uscourts.gov> in accordance with the procedures and fees set forth therein.

³ This election is the exercise of the Holders’ PropCo Preferred Equity Put Right pursuant to the Plan.

**YOU SHOULD CAREFULLY READ AND STRICTLY FOLLOW
THESE FIRST LIEN NOTEHOLDER ELECTIONS PROCEDURES**

The First Lien Noteholder Elections described herein will, among other things, affect your rights and the composition of your recovery under the Plan.

To make a First Lien Noteholder Election, a Holder of an Allowed Secured First Lien Notes Claim must complete a First Lien Noteholder Elections Form in accordance with these First Lien Noteholder Elections Procedures and those additional instructions set forth on the First Lien Noteholder Elections Form.

Each First Lien Noteholder Elections Form must be properly executed, completed, and delivered by: (a) first-class mail; (b) overnight courier; or (c) personal delivery so that Prime Clerk actually receives the First Lien Noteholder Elections Form no later than:

**4:00 P.M. (PREVAILING CENTRAL TIME)
ON [JULY 8], 2016**

The risk of non-delivery or any irregularity of any documents sent to Prime Clerk in connection with the exercise of First Lien Noteholder Elections lies solely with the Holders exercising such rights and not the Debtors or any of their respective officers, directors, managers, members, employees, agents, or advisors.

Additionally, before deciding whether to exercise any of the First Lien Noteholder Elections, Holders of Secured First Lien Notes Claims should carefully read the Plan and the Disclosure Statement, including the description of certain risk factors in Article IX of the Disclosure Statement.

I. First Lien Noteholder Elections Overview.

The Plan provides all Holders of Secured First Lien Notes Claims with, among other things, certain equity election rights. An overview of each of these First Lien Noteholder Elections is provided below. The procedures for exercising each of these First Lien Noteholder Elections follow in Part II below.

A. PropCo Equity Election.

Under Articles III.B.5 and IV.A.2 of the Plan, each Holder of an Allowed Secured First Lien Notes Claim will receive part of its consideration in the form of PropCo First Lien Notes, PropCo Second Lien Notes, and CPLV Mezzanine Debt. Pursuant to these First Lien Noteholder Elections Procedures, however, each Holder of an Allowed Secured First Lien Notes Claim may elect (each, a "PropCo Equity Election") to receive PropCo Common Equity in lieu of such Holder's pro rata share of the PropCo First Lien Notes, PropCo Second Lien Notes, and CPLV Mezzanine Debt.

The PropCo Equity Election shall reduce the aggregate amount of CPLV Mezzanine Debt (if any), PropCo First Lien Notes, PropCo First Lien Term Loan, and PropCo Second Lien Notes

by no less than \$500 million but no more than \$1.25 billion, and it shall also reduce such debt on a Pro Rata basis pursuant to the elections. To the extent that Holders of Allowed Prepetition Credit Agreement Claims and/or Secured First Lien Notes Claims exercise the PropCo Equity Election such that the aggregate amount of the CPLV Mezzanine Debt (if any), PropCo First Lien Notes, PropCo First Lien Term Loan, and PropCo Second Lien Notes issued pursuant to the Plan would be reduced by more than \$1.25 billion, the amount of such CPLV Mezzanine Debt (if any), PropCo First Lien notes, PropCo First Lien Term Loan, and PropCo Second Lien Notes to be replaced by PropCo Common Equity will be reduced Pro Rata so that the aggregate amount of such debt shall only be reduced by \$1.25 billion.

B. PropCo Preferred Equity Put Election.

Under Article III.B.5 of the Plan, each Holder of an Allowed Secured First Lien Notes Claim will receive its pro rata share of the PropCo Preferred Equity Distribution and the PropCo Preferred Equity Upsize Amount (if any). Pursuant to these First Lien Noteholder Elections Procedures, however, each Holder of an Allowed Secured First Lien Notes Claim may elect (each, a “PropCo Preferred Equity Put Election”) to put its share of such PropCo Preferred Equity to the PropCo Preferred Backstop Investors, who will, subject to the terms and conditions of the Backstop Commitment Agreement, purchase such PropCo Preferred Equity on the Effective Date of the Plan for Cash at a rate of \$250 million per \$300 million face amount.

II. Procedures for Exercising First Lien Noteholder Elections.

A. Commencement and Expiration of the Election Rights.

As part of the First Lien Noteholder Elections Package, Holders of Secured First Lien Notes Claims will receive a form to exercise the First Lien Noteholder Elections (the “First Lien Noteholder Elections Form”), including instructions for proper completion, and a copy of these First Lien Noteholder Elections Procedures.

The right to exercise the First Lien Noteholder Elections will commence on the day that the First Lien Noteholder Elections Forms are mailed to Holders of Secured First Lien Notes Claims, which date will be the same date that the Debtors commence the solicitation process for the Plan. The right to exercise the First Lien Noteholder Elections will expire at 4:00 p.m. (prevailing Central Time) on **[July 8], 2016** (the “First Lien Noteholder Elections Expiration Date”), which date is the same date as the Voting Deadline.

B. Exercising the First Lien Noteholder Elections.

Any Holder electing to exercise the First Lien Noteholder Elections must affirmatively make binding elections by following the instructions of their Nominees and instructing their Nominee to effectuate their applicable elections by electronically delivering their Secured First Lien Notes Claims via the Automated Tender Offer Program (“ATOP”) at The Depository Trust Company (the “DTC”). Solely with respect to the PropCo Common Equity Purchase Commitment, in addition to electronically delivering their Secured First Lien Notes Claims via ATOP, holders must also execute and return the First Lien Noteholder Elections Form to Prime Clerk so that Prime Clerk actually receives the original executed First Lien Noteholder Elections

Form before the First Lien Noteholder Elections Expiration Date in accordance with these First Lien Noteholder Elections Procedures and those additional instructions set forth on the First Lien Noteholder Elections Form. Delivery of a First Lien Noteholder Elections Form to Prime Clerk by facsimile, e-mail, or any other electronic means will not be valid.

Each Holder may exercise all or any portion of the First Lien Noteholder Elections in accordance with these First Lien Noteholder Elections Procedures and those additional instructions set forth on the First Lien Noteholder Elections Form. If Prime Clerk receives multiple First Lien Noteholder Elections Forms from the same Holder with respect to the same Claims prior to the First Lien Noteholder Elections Expiration Date, the last properly executed First Lien Noteholder Elections Form timely received will be deemed to reflect that Holder's intent and will supersede and revoke any prior received First Lien Noteholder Elections Form. After the First Lien Noteholder Elections Expiration Date, no First Lien Noteholder Elections Form may be withdrawn or modified without the prior written consent of the Debtors.

In order to make your First Lien Noteholder Elections, the bank, broker, nominee or other holder (each a "Nominee") holding your First Lien Notes must "tender" your First Lien Notes for which you have made an election into the election account established at the DTC for that purpose. First Lien Notes may not be withdrawn from the election account after your Nominee has tendered them to the election account at DTC. Once the First Lien Notes have been "tendered," no further trading of the First Lien Notes held in the election account will be permitted. If you have any questions regarding this process, please contact Prime Clerk at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or e-mail ceocballots@primeclerk.com.

The Debtors will make all documents relevant to the First Lien Noteholder Elections, including the First Lien Noteholder Elections Forms, available for free on the Debtors' restructuring website at <https://cases.primeclerk.com/CEOC>, by calling Prime Clerk at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or by e-mailing Prime Clerk at ceocballots@primeclerk.com.

C. First Lien Noteholder Elections Form Not Timely Received.

Any Holder of a Secured First Lien Notes Claim that does not submit a properly completed First Lien Noteholder Elections Form (if required) and, if applicable, provide evidence of its ownership of such Secured First Lien Notes Claim, so that they are actually received by Prime Clerk by the First Lien Noteholder Elections Expiration Date will not be permitted to exercise any First Lien Noteholder Election or receive the Cash contemplated thereunder unless otherwise agreed to by the Debtors.

D. Transfer Restrictions.

Each Holder of a Secured First Lien Notes Claim that exercises the First Lien Noteholder Elections may not thereafter transfer its Secured First Lien Notes Claim. Any transfer or attempted transfer after effectuating any of the First Lien Noteholder Elections will be null and void, and the Debtors will not treat or recognize a purported transferee as a Holder eligible to exercise such transferred rights.

E. Disputes, Defects, and Irregularities.

Any disputes concerning the timeliness, viability, form, and eligibility of any exercise of any First Lien Noteholder Elections will be addressed by the Debtors in good faith, and resulting determinations with respect thereto, if any, will be final and binding. If any First Lien Noteholder Elections Form or any escrow deposit of a PropCo Common Equity Commitment Amount contains any defect or irregularity, the Debtors, in their sole discretion (and within such time as the Debtors determine in their sole discretion to be appropriate), may (i) waive or permit such defect or irregularity to be cured or (ii) reject the purported exercise of the applicable First Lien Noteholder Election(s).

First Lien Noteholder Elections Forms (if required to be returned) will not be deemed properly completed until any defects or irregularities have been waived or cured within such time as the Debtors determine (in their sole discretion) to be appropriate. Except as otherwise set forth in these First Lien Noteholder Elections Procedures, Holders of Secured First Lien Notes Claims that fail to properly exercise their First Lien Noteholder Elections (and, if required, submit their respective First Lien Noteholder Elections Form) will be deemed to have irrevocably relinquished and waived all rights to exercise any First Lien Noteholder Election (and the Debtors reserve the right to pursue any remedy available at law or equity relating to same).

Although the Debtors may use commercially reasonable efforts to give notice to a Holder of any defect or irregularity in connection with such Holder's purported exercise of a First Lien Noteholder Election before the First Lien Noteholder Elections Expiration Date, none of the Debtors nor any of their respective officers, directors, employees, agents, or advisors, including Prime Clerk, will have any obligation to provide, or will incur any liability for failing to give, any such notice.

F. Reservation of Rights.

The Debtors reserve the right to extend the First Lien Noteholder Elections Expiration Date, modify these First Lien Noteholder Elections Procedures, or adopt additional detailed procedures if necessary, in the Debtors' business judgment, to more efficiently administer the distribution and exercise of the First Lien Noteholder Elections or comply with applicable law.

G. Inquiries and Transmittal of Documents.

All questions relating to these First Lien Noteholder Elections Procedures, other documents associated with the First Lien Noteholder Elections, or the requirements for participating in the First Lien Noteholder Elections should be directed to Prime Clerk:

**CEOC Ballot Processing, c/o Prime Clerk LLC
830 Third Avenue, 3rd Floor
New York, New York 10022**

**Within the United States or Canada: (855) 842-4123
Outside of the United States or Canada: +1 (646) 795-6969**

ceocballots@primeclerk.com

Copies of all documents relating to the First Lien Noteholder Elections, including the First Lien Noteholder Elections Forms, are available free of charge on the Debtors' restructuring website at <https://cases.primeclerk.com/CEOC>.

* * * * *

Exhibit 5

First Lien Noteholder Elections Form

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

_____))
In re: )	) Chapter 11
CAESARS ENTERTAINMENT OPERATING))
COMPANY, INC., <u>et al.</u> , ¹ )	) Case No. 15-01145 (ABG)
Debtors. )	) (Jointly Administered)
_____))

FIRST LIEN NOTEHOLDER ELECTIONS FORM

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS FIRST LIEN NOTEHOLDER ELECTIONS FORM (OR OTHERWISE FOLLOWING THE INSTRUCTIONS OF YOUR NOMINEE).

YOUR NOMINEE MUST EFFECTUATE YOUR FIRST LIEN NOTEHOLDER ELECTIONS BY ELECTRONICALLY DELIVERING YOUR SECURED FIRST LIEN NOTES CLAIMS THROUGH THE AUTOMATED TENDER OFFER PROGRAM (“ATOP”) AT THE DEPOSITORY TRUST COMPANY (“DTC”) PRIOR TO 4:00 P.M. (PREVAILING CENTRAL TIME) ON [JULY 8], 2016 (THE “**FIRST LIEN NOTEHOLDER ELECTIONS EXPIRATION DATE**”). ACCORDINGLY, PLEASE COMPLETE, SIGN AND DATE THIS FIRST LIEN NOTEHOLDER ELECTIONS FORM AND RETURN IT PROMPTLY TO YOUR NOMINEE (OR OTHERWISE FOLLOW THE INSTRUCTIONS OF YOUR NOMINEE). PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO RECEIVE YOUR FIRST LIEN NOTEHOLDER ELECTIONS FORM, SO THAT YOUR NOMINEE CAN VERIFY, PROCESS, AND DELIVER YOUR INSTRUCTIONS VIA ATOP BEFORE THE FIRST LIEN NOTEHOLDER ELECTIONS EXPIRATION DATE.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) have sent this First Lien Noteholder Elections Form to you because our records indicate that you are a Holder of a Secured First Lien Notes Claim, under the *Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

“Plan”).² As a Holder of a Secured First Lien Notes Claim, you have the right to exercise: (i) the PropCo Equity Election; and (ii) the PropCo Preferred Equity Put Election³ (collectively, the “First Lien Noteholder Elections”).

Your rights are described in the *Disclosure Statement for the Debtors’ Second Amended Joint Chapter 11 Plan of Reorganization*, and all exhibits related thereto [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the “Disclosure Statement”), the Solicitation Procedures Order, and the First Lien Noteholder Elections Procedures. The Disclosure Statement, the Plan, the Solicitation Procedures Order, and certain other materials (the “General Solicitation Package”) were separately mailed to you in connection with the solicitation of your vote on the Plan. If you did not receive your General Solicitation Package or need to obtain additional solicitation materials, you may contact Prime Clerk LLC (“Prime Clerk”) the claims agent retained by the Debtors in these chapter 11 cases, by: (a) accessing the Prime Clerk’s website at: <https://cases.primeclerk.com/CEOC>; (b) writing to Prime Clerk, via first-class or overnight mail or hand delivery to Caesars Entertainment Operating Company, Inc., et al., c/o Prime Clerk, 830 Third Avenue, 3rd Floor, New York, NY 10022; (c) calling Prime Clerk at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969; or (d) e-mailing ceocballots@primeclerk.com.

This First Lien Noteholder Elections Form may not be used for any purpose other than to make the (i) PropCo Equity Election, and/or (ii) PropCo Preferred Equity Put Election. This First Lien Noteholder Elections Form may not be used to vote to accept or reject the Plan.

The First Lien Noteholder Elections expire on the First Lien Noteholder Elections Expiration Date of **[July 8], 2016, at 4:00 p.m. (prevailing Central Time)**, unless extended by the Debtors in accordance with the First Lien Noteholder Elections Procedures. If your First Lien Noteholder Elections are not effectuated through ATOP on your behalf by your Nominee on or before the First Lien Noteholder Elections Expiration Date, you will be deemed to have elected to receive your pro rata shares of PropCo First Lien Notes, PropCo Second Lien Notes, CPLV Mezzanine Debt, and PropCo Preferred Equity.

In order to make your First Lien Noteholder Elections, the bank, broker, nominee or other holder (each a “Nominee”) holding your First Lien Notes must “tender” your First Lien Notes for which you have made an election into the election account established at the DTC for that purpose. First Lien Notes may not be withdrawn from the election account after your Nominee has tendered them to the election account at DTC. Once the First Lien Notes have been “tendered,” no further trading of the First Lien Notes held in the election account will be permitted.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the First Lien Noteholder Elections Procedures, as applicable.

³ The PropCo Preferred Equity Put Election is the exercise of the Holders’ PropCo Preferred Equity Put Right pursuant to the Plan.

Item 1. Principal Amount of Secured First Lien Notes Claims.

The undersigned hereby certifies that the undersigned has electronically tendered its Secured First Lien Notes Claims in the following amount (insert amount in box below) via DTC's ATOP program:

Principal Amount: \$ _____
ATOP Confirmation Number(s) provided by DTC: _____

Item 2. PropCo Equity Election.

In accordance with the Plan and the accompanying First Lien Noteholder Elections Procedures, each Holder of an Allowed Secured First Lien Notes Claim may elect to receive PropCo Common Equity in lieu of such Holder's pro rata share of PropCo First Lien Notes, PropCo Second Lien Notes, and CPLV Mezzanine Debt (if any). Subject to the limitations described in the First Lien Noteholder Elections Procedures, a Holder making a PropCo Equity Election will receive \$1 of PropCo Common Equity (at a valuation of \$[] billion for 100 percent of PropCo Common Equity on a fully diluted basis) for every \$1 face amount of PropCo First Lien Notes, PropCo Second Lien Notes, and CPLV Mezzanine Debt (if any) that such Holder would otherwise receive under the Plan.

Check the box below (or otherwise follow the instructions of your Nominee) to make the PropCo Equity Election and receive PropCo Common Equity on account of your Secured First Lien Noteholder Claims instead of PropCo First Lien Notes, PropCo Second Lien Notes, and CPLV Mezzanine Debt (subject to the limitations described above):

Item 3. PropCo Preferred Equity Put Election.

In accordance with the Plan and the accompanying First Lien Noteholder Elections Procedures, each Holder of an Allowed Secured First Lien Notes Claim shall receive its pro rata share of PropCo Preferred Equity, subject to the PropCo Preferred Backstop Investors' right to call up to 50 percent of the PropCo Preferred Equity Distribution received by such Holders. Each Holder of an Allowed Secured First Lien Notes Claim may elect to put its pro rata share of the remaining PropCo Preferred Equity to the PropCo Preferred Backstop Investors for Cash.

Check the box below (or otherwise follow the instructions of your Nominee) if you elect to put the PropCo Preferred Equity received on account of your Secured First Lien Notes

Claims to the PropCo Preferred Backstop Investors. Do not check the box if you wish to retain your PropCo Preferred Equity (subject to the PropCo Preferred Equity Call Right):

Item 4. Certifications.

By signing this First Lien Noteholder Elections Form, the undersigned certifies to the Bankruptcy Court and the Debtors that:

1. either: (a) the undersigned is the Holder of the Secured First Lien Notes Claims under Item 1 above; or (b) the undersigned is an authorized signatory for an Entity that is an Eligible Holder of the Secured First Lien Notes Claims under Item 1 above;
2. the undersigned has received a copy of the First Lien Noteholder Elections Package and acknowledges that the exercise of rights by this First Lien Noteholder Elections Form is being made in accordance with the terms and conditions set forth in the First Lien Noteholder Elections Procedures included therein; and
3. to the extent that the undersigned does not make the PropCo Equity Election and instead receives a pro rata share of PropCo First Lien Notes, PropCo Second Lien Notes, and CPLV Mezzanine Debt (if any) in lieu of PropCo Common Equity pursuant to the terms of the Plan, the undersigned hereby waives, releases, and terminates in full any and all of its rights and interests in the PropCo Common Equity in lieu of which PropCo First Lien Notes, PropCo Second Lien Notes, and CPLV Mezzanine Debt (if any), will be issued pursuant to this First Lien Noteholder Elections Form.

[SIGNATURE PAGE FOLLOWS]

Name of Holder: _____
(Please print or type)

Social Security Number or Federal Tax
Identification Number _____

Signature: _____

Name of Signatory: _____
(If other than Holder)⁴

Title: _____

Address: _____

Date Completed: _____

PLEASE COMPLETE, SIGN AND DATE THIS FIRST LIEN NOTEHOLDER ELECTIONS FORM AND RETURN IT PROMPTLY TO YOUR NOMINEE (OR OTHERWISE FOLLOW THE INSTRUCTIONS OF YOUR NOMINEE). PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO RECEIVE YOUR FIRST LIEN NOTEHOLDER ELECTIONS FORM, SO THAT YOUR NOMINEE CAN VERIFY, PROCESS, AND DELIVER YOUR INSTRUCTIONS VIA ATOP BEFORE THE FIRST LIEN NOTEHOLDER ELECTIONS EXPIRATION DATE, WHICH IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON [JULY 8], 2016.

⁴ If you are completing this First Lien Noteholder Elections Form on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

**INSTRUCTIONS FOR COMPLETING FIRST LIEN NOTEHOLDER ELECTIONS
FORM**

To complete the First Lien Noteholder Elections Form, please complete the following Items as follows:

1. INSERT the principal amount of Secured First Lien Notes Claims you hold, as well as the ATOP confirmation number in Item 1.
2. CHECK the box in Item 2 if you wish to make the PropCo Equity Election and receive PropCo Common Equity on account of your Secured First Lien Notes Claims instead of PropCo First Lien Notes, PropCo Second Lien Notes, and CPLV Mezzanine Debt (if any). Do not check the box in Item 2 if you wish to receive your pro rata share of PropCo First Lien Notes, PropCo Second Lien Notes, and CPLV Mezzanine Debt (if any) on account of your Secured First Lien Notes Claims.
3. CHECK the box in Item 3 if you wish to make the PropCo Preferred Equity Put Election. Do not check the box in Item 4 if you wish to receive your pro rata share of PropCo Preferred Equity.
4. READ AND COMPLETE the certifications in Item 4.

RETURN THE FIRST LIEN NOTEHOLDER ELECTIONS FORM TO YOUR NOMINEE (OR OTHERWISE FOLLOW THE INSTRUCTIONS OF YOUR NOMINEE). PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO RECEIVE YOUR FIRST LIEN NOTEHOLDER ELECTIONS FORM, SO THAT YOUR NOMINEE CAN VERIFY, PROCESS, AND DELIVER YOUR INSTRUCTIONS VIA ATOP BEFORE THE FIRST LIEN NOTEHOLDER ELECTIONS EXPIRATION DATE, WHICH IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON [JULY 8], 2016.

* * * * *

Exhibit 6

Master Ballots for Voting Classes

Exhibit 6 - A

Master Ballot for Class E Secured First Lien Notes Claims

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:)	
	)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING COMPANY, INC., <u>et al.</u> ¹	)	Case No. 15-01145 (ABG)
)	
Debtors.	)	(Jointly Administered)

**MASTER BALLOT FOR ACCEPTING OR REJECTING THE DEBTORS' SECOND
AMENDED JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF
THE BANKRUPTCY CODE**

CLASS E — SECURED FIRST LIEN NOTES CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING
BALLOTS CAREFULLY BEFORE COMPLETING THIS MASTER BALLOT

THIS MASTER BALLOT MUST BE ACTUALLY RECEIVED BY [JULY 8], 2016, AT
4:00 P.M. (PREVAILING CENTRAL TIME) (THE "VOTING DEADLINE")

The above-captioned debtors and debtors in possession (collectively, the "Debtors") have sent this Master Ballot to you because the Debtors' records indicate that you are a broker, dealer, commercial bank, trust company, or other agent nominee (each, a "Nominee") of a beneficial holder of Secured First Lien Notes Claims (a "Beneficial Holder") and accordingly, you have a right to vote to accept or reject the *Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the "Plan").² Nominees should use this Master Ballot to cast votes to accept or reject the Plan.

Each Beneficial Holder's rights are described in the *Disclosure Statement for the Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the "Disclosure Statement") and the Solicitation Procedures Order. The Disclosure Statement, the Plan, the Solicitation Procedures Order, and certain other materials contained in the First Lien Noteholder Solicitation Package are included in the packet you are receiving with this Master Ballot. If you need to obtain additional

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

solicitation materials, you may contact Prime Clerk LLC (“Prime Clerk”), the claims agent retained by the Debtors in these chapter 11 cases, by (a) accessing Prime Clerk’s website at <https://cases.primeclerk.com/CEOC>, (b) writing (via first-class, overnight mail, or hand delivery) to CEOC Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, New York 10022, (c) calling (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or (d) e-mailing Prime Clerk at ceocballots@primeclerk.com.

The Bankruptcy Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact Prime Clerk at the address or telephone number set forth above.

You should immediately distribute the Ballots and the General Solicitation Package to all Beneficial Holders and take any action required to enable each such Beneficial Holder to vote timely the Secured First Lien Notes Claims that it holds. If Prime Clerk does not receive your Master Ballot on or before the Voting Deadline, which is [July 8], 2016, at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, the votes of your Beneficial Holders will not be counted. **If the Bankruptcy Court confirms the Plan, it will bind your Beneficial Holders regardless of whether you vote.**

Item 1. Certification of Authority to Vote.

The undersigned hereby certifies that, as of the Voting Record Date, [May 9], 2016, the undersigned (please check the applicable box):

- is a Nominee for the Beneficial Holder(s) of the aggregate amount of Secured First Lien Notes Claims listed in Item 2 below and is the registered holder of the Secured First Lien Notes Claim represented by any such Secured First Lien Notes Claims;
- is acting under a power of attorney and/or agency agreement (a copy of which will be provided upon request) granted by the Beneficial Holder or a Nominee that is the registered holder of the aggregate amount of Secured First Lien Notes Claims listed in Item 2 below; or
- has been granted a proxy (an original of which is annexed hereto) from (a) a Nominee, or (b) the Beneficial Holder that is the registered holder of the aggregate amount of Secured First Lien Notes Claims listed in Item 2 below.

Item 2. Principal Amount of Secured First Lien Notes Claims.

The undersigned transmits the following votes of Beneficial Holders of Secured First Lien Notes Claims and certifies that the following Beneficial Holders of Secured First Lien Notes Claims, as identified by their respective customer account numbers set forth below, are Beneficial Holders of such securities as of the Voting Record Date and have delivered to the undersigned, as Nominee, ballots (“Ballots”) casting such votes.

Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each Beneficial Holder must vote all such Beneficial Holder’s Secured First Lien Notes Claims to accept or reject the Plan and may not split such vote. Any Ballot executed by the Beneficial Holder that does not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and a rejection of the Plan will not be counted.

ITEM 2. VOTE ON PLAN OF REORGANIZATION			
Your Customer Account Number for Each Beneficial Holder of Voting Secured First Lien Notes Claims	Accept	OR	Reject
1.	\$	OR	\$
2.	\$	OR	\$
3.	\$	OR	\$
4.	\$	OR	\$
5.	\$	OR	\$
6.	\$	OR	\$
7.	\$	OR	\$
8.	\$	OR	\$
9.	\$	OR	\$
10.	\$	OR	\$
Totals:	\$		\$

Item 3. Certification as to Transcription of Information from Item 3 of the Ballots as to Secured First Lien Notes Claims Voted through Other Ballots.

The undersign certifies that the undersigned has transcribed in the following table the information, if any, provided by Beneficial Holders in Item 3 of each of the Beneficial Holder's original Ballots, identifying any Secured First Lien Notes Claims for which such Beneficial Holders have submitted other Ballots other than to the undersigned.

TRANSCRIBE FROM ITEM 3 OF THE BALLOTS:				
Your Customer Account Number for Each Beneficial Holder of Secured First Lien Notes Claims That Completed Item 3 of the Ballots	Account Number	Name of Holder	CUSIP	Principal Amount of Other Secured First Lien Notes Claims
1.				\$
2.				\$
3.				\$
4.				\$
5.				\$
6.				\$
7.				\$
8.				\$
9.				\$
10.				\$

Item 4. Certifications.

By signing this Master Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

1. it has received a copy of the General Solicitation Package and has delivered the same to the Beneficial Holders listed on the Ballots;
2. it has received a completed and signed Ballot from each Beneficial Holder listed in Item 2 of this Master Ballot;
3. it is the registered holder of the securities being voted;
4. it has been authorized by each such Beneficial Holder to vote on the Plan;
5. each Beneficial Holder has certified to the undersigned or to an intermediary nominee, as applicable, that it is eligible to vote on the Plan;
6. no other Master Ballots with respect to the amount of the Master Ballot Claims identified in Item 2 have been cast or, if any other Ballots have been cast with respect to such claims, then any such earlier Ballots are hereby revoked;
7. it will maintain Ballots and evidence of separate transactions returned by Beneficial Holders (whether properly completed or defective) for at least one year after the Effective Date of the Plan and disclose all such information to the Bankruptcy Court or the Debtors, as the case may be, if so ordered; and
8. it has properly disclosed: (a) the number of Beneficial Holder who completed Ballots; (b) the respective amounts of the Master Ballot Claim(s) owned, as the case may be, by each Beneficial Holder who completed a Ballot; (c) each such Beneficial Holder's respective vote concerning the Plan; (d) each such Beneficial Holder's certification as to other Master Ballot Claims voted; and (e) the customer account or other identification number for each such Beneficial Holder.

[SIGNATURE PAGE FOLLOWS]

Name of Nominee: _____
(Please print or type)

Depository Trust Company Number: _____

Name of Proxy Holder or Agent for
Nominee: _____
(Please print or type)

Social Security or Federal Tax Identification
Number: _____

Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

E-mail Address: _____

Date Completed: _____

**PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT AND RETURN IT
PROMPTLY TO PRIME CLERK AT THE FOLLOWING ADDRESS:**

**CEOC BALLOT PROCESSING
C/O PRIME CLERK LLC
830 THIRD AVENUE, 3RD FLOOR
NEW YORK, NEW YORK 10022**

**THIS MASTER BALLOT MUST BE ACTUALLY RECEIVED
BY THE VOTING DEADLINE, WHICH IS
4:00 P.M. (PREVAILING CENTRAL TIME) ON [JULY 8], 2016.**

INSTRUCTIONS FOR COMPLETING MASTER BALLOTS

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in this Master Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.
2. The Bankruptcy Court may confirm the Plan and thereby bind the Beneficial Holders by the terms of the Plan. Please review the Disclosure Statement for more information.
3. The Voting Deadline for the receipt of Master Ballots by Prime Clerk is 4:00 p.m. (prevailing Central Time) on **July 8, 2016**. Your completed Master Ballot must be received by Prime Clerk on or before the Voting Deadline.
4. You should immediately distribute the Ballots and the First Lien Noteholder Solicitation Package to all Beneficial Holders of Claims and take any action required to enable each such Beneficial Holder to vote timely the Claims that it holds. Any Ballot returned to you by a Beneficial Holder shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver, to Prime Clerk, a Master Ballot that reflects the vote of such Beneficial Holders by the Voting Deadline.
5. With regard to any Ballots returned to you by a Beneficial Holder, you must: (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute this Master Ballot; (c) transmit such Master Ballot to Prime Clerk by the Voting Deadline; and (d) retain such Ballots in your files for at least one year after the Effective Date of the Plan. You may be ordered to produce the Ballots to the Debtors or the Bankruptcy Court.
6. If a Master Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise. The method of delivery of Master Ballots to Prime Clerk is at the election and risk of each Entity. Except as otherwise provided herein, such delivery will be deemed made only when Prime Clerk actually receives the originally executed Master Ballot. Instead of effecting delivery by mail, it is recommended, though not required, that Entities use an overnight or hand delivery service. In all cases, Entities should allow sufficient time to assure timely delivery. Delivery of a Master Ballot to Prime Clerk by facsimile, e-mail, or any other electronic means shall not be valid (except as specifically authorized by the Solicitation Procedures). No Master Ballot should be sent to any of the Debtors, the Debtors’ agents (other than Prime Clerk), the Debtors’ financial or legal advisors, the Second Priority Noteholders Committee, the Second Priority Noteholders Committee’s financial or legal advisors, the Unsecured Creditors’ Committee, the Unsecured Creditors’ Committee’s financial

or legal advisors, any ad hoc committee in these chapter 11 cases, or the financial or legal advisors to any such ad hoc committee, and if so sent will not be counted.

7. If multiple Master Ballots are received from the same Nominee with respect to the same Ballot belonging to a Beneficial Holder of a Claim prior to the Voting Deadline, the latest timely received valid Master Ballot will supersede and revoke any earlier received Master Ballot.
8. This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor Prime Clerk will accept delivery of any such certificates or instruments surrendered together with a Ballot or Master Ballot.
9. This Master Ballot does not constitute, and shall not be deemed to be: (a) a Proof of a Claim or Interest; or (b) an assertion or admission of a Claim or Interest.
10. Please be sure to sign and date your Master Ballot. If you are signing a Master Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by Prime Clerk, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Master Ballot.
11. If you are both the Nominee and the Beneficial Holder of any of the Secured First Lien Notes Claims and you wish to vote such Claims, you may return a Ballot or Master Ballot for such Claims.
12. The following Ballots and Master Ballots shall not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot or Master Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim; (b) any Ballot or Master Ballot cast by a Party that does not hold a Claim in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot or Master Ballot; (d) any Ballot or Master Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (e) any Ballot or Master Ballot submitted by any Entity not entitled to vote pursuant to the Solicitation Procedures.
13. If you believe you have received this Master Ballot in error, you should contact Prime Clerk immediately at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or e-mail ceocballots@primeclerk.com.

PLEASE SUBMIT YOUR MASTER BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT PRIME CLERK AT (855) 842-4123 WITHIN THE UNITED STATES OR CANADA OR, OUTSIDE OF THE UNITED STATES OR CANADA, BY CALLING +1 (646) 795-6969, OR E-MAIL CEOCBALLOTS@PRIMECLERK.COM

* * * * *

EXHIBIT A

Please check ONE box below to indicate the CUSIP/ISIN to which this Master Ballot pertains (or clearly indicate such information directly on the Master Ballot or on a schedule thereto):

Secured First Lien Note Claims	
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]

Exhibit 6 - B

**Master Ballot for Class F Unsecured Claims
(First Lien Notes Deficiency Claims)**

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:)	
	)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING COMPANY, INC., <u>et al.</u> ¹	)	Case No. 15-01145 (ABG)
)	
Debtors.	)	(Jointly Administered)

**MASTER BALLOT FOR ACCEPTING OR REJECTING THE DEBTORS' SECOND
AMENDED JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF
THE BANKRUPTCY CODE**

CLASS F — UNSECURED CLAIMS (FIRST LIEN NOTES DEFICIENCY CLAIMS)

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING
BALLOTS CAREFULLY BEFORE COMPLETING THIS MASTER BALLOT

THIS MASTER BALLOT MUST BE ACTUALLY RECEIVED BY [JULY 8], 2016, AT
4:00 P.M. (PREVAILING CENTRAL TIME) (THE "VOTING DEADLINE")

The above-captioned debtors and debtors in possession (collectively, the "Debtors") have sent this Master Ballot to you because the Debtors' records indicate that you are a broker, dealer, commercial bank, trust company, or other agent nominee (each, a "Nominee") of a beneficial holder of First Lien Notes Deficiency Claims (a "Beneficial Holder") and accordingly, you have a right to vote to accept or reject the *Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the "Plan").² Nominees should use this Master Ballot to cast votes to accept or reject the Plan.

Each Beneficial Holder's rights are described in the *Disclosure Statement for the Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the "Disclosure Statement") and the Solicitation Procedures Order. The Disclosure Statement, the Plan, the Solicitation Procedures Order, and certain other materials contained in the General Solicitation Package are included in the packet you are receiving with this Master Ballot. If you need to obtain additional solicitation materials,

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

you may contact Prime Clerk LLC (“Prime Clerk”), the claims agent retained by the Debtors in these chapter 11 cases, by (a) accessing Prime Clerk’s website at <https://cases.primeclerk.com/CEOC>, (b) writing (via first-class, overnight mail, or hand delivery) to CEOC Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, New York 10022, (c) calling (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or (d) e-mailing Prime Clerk at ceocballots@primeclerk.com.

The Bankruptcy Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact Prime Clerk at the address or telephone number set forth above.

You should immediately distribute the Ballots and the General Solicitation Package to all Beneficial Holders and take any action required to enable each such Beneficial Holder to vote timely the First Lien Notes Deficiency Claims that it holds. If Prime Clerk does not receive your Master Ballot on or before the Voting Deadline, which is [July 8], 2016, at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, the votes of your Beneficial Holders will not be counted. **If the Bankruptcy Court confirms the Plan, it will bind your Beneficial Holders regardless of whether you vote.**

Item 1. Certification of Authority to Vote.

The undersigned hereby certifies that, as of the Voting Record Date, [May 9], 2016, the undersigned (please check the applicable box):

- is a Nominee for the Beneficial Holder(s) of the aggregate amount of First Lien Notes Deficiency Claims listed in Item 2 below and is the registered holder of the First Lien Notes Deficiency Claims represented by any such First Lien Notes Deficiency Claims;
- is acting under a power of attorney and/or agency agreement (a copy of which will be provided upon request) granted by the Beneficial Holder or a Nominee that is the registered holder of the aggregate amount of First Lien Notes Deficiency Claims listed in Item 2 below; or
- has been granted a proxy (an original of which is annexed hereto) from (a) a Nominee, or (b) the Beneficial Holder that is the registered holder of the aggregate amount of First Lien Notes Deficiency Claims listed in Item 2 below.

Item 2. Principal Amount of First Lien Notes Deficiency Claims.

The undersigned transmits the following votes of Beneficial Holders of First Lien Notes Deficiency Claims and certifies that the following Beneficial Holders of First Lien Notes Deficiency Claims, as identified by their respective customer account numbers set forth below, are Beneficial Holders of such securities as of the Voting Record Date and have delivered to the undersigned, as Nominee, ballots (“Ballots”) casting such votes.

Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each Beneficial Holder must vote all such Beneficial Holder’s First Lien Notes Deficiency Claims to accept or reject the Plan and may not split such vote. Any Ballot executed by the Beneficial Holder that does not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and a rejection of the Plan will not be counted.

ITEM 2. VOTE ON PLAN OF REORGANIZATION			
Your Customer Account Number for Each Beneficial Holder of Voting First Lien Notes Deficiency Claims	Accept	OR	Reject
1.	\$	OR	\$
2.	\$	OR	\$
3.	\$	OR	\$
4.	\$	OR	\$
5.	\$	OR	\$
6.	\$	OR	\$
7.	\$	OR	\$
8.	\$	OR	\$
9.	\$	OR	\$
10.	\$	OR	\$
Totals:	\$		\$

Item 3. Certification as to Transcription of Information from Item 3 of the Ballots as to First Lien Notes Deficiency Claims Voted through Other Ballots.

The undersign certifies that the undersigned has transcribed in the following table the information, if any, provided by Beneficial Holders in Item 3 of each of the Beneficial Holder's original Ballots, identifying any First Lien Notes Deficiency Claims for which such Beneficial Holders have submitted other Ballots other than to the undersigned.

TRANSCRIBE FROM ITEM 3 OF THE BALLOTS:				
Your Customer Account Number for Each Beneficial Holder of First Lien Notes Deficiency Claims That Completed Item 3 of the Ballots	Account Number	Name of Holder	CUSIP	Principal Amount of Other First Lien Notes Deficiency Claims
1.				\$
2.				\$
3.				\$
4.				\$
5.				\$
6.				\$
7.				\$
8.				\$
9.				\$
10.				\$

Item 4. Certifications.

By signing this Master Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

1. it has received a copy of the General Solicitation Package and has delivered the same to the Beneficial Holders listed on the Ballots;
2. it has received a completed and signed Ballot from each Beneficial Holder listed in Item 2 of this Master Ballot;
3. it is the registered holder of the securities being voted;
4. it has been authorized by each such Beneficial Holder to vote on the Plan;
5. each Beneficial Holder has certified to the undersigned or to an intermediary nominee, as applicable, that it is eligible to vote on the Plan;
6. no other Master Ballots with respect to the amount of the Master Ballot Claims identified in Item 2 have been cast or, if any other Ballots have been cast with respect to such claims, then any such earlier Ballots are hereby revoked;
7. it will maintain Ballots and evidence of separate transactions returned by Beneficial Holders (whether properly completed or defective) for at least one year after the Effective Date of the Plan and disclose all such information to the Bankruptcy Court or the Debtors, as the case may be, if so ordered; and
8. it has properly disclosed: (a) the number of Beneficial Holder who completed Ballots; (b) the respective amounts of the Master Ballot Claim(s) owned, as the case may be, by each Beneficial Holder who completed a Ballot; (c) each such Beneficial Holder's respective vote concerning the Plan; (d) each such Beneficial Holder's certification as to other Master Ballot Claims voted; and (e) the customer account or other identification number for each such Beneficial Holder.

[SIGNATURE PAGE FOLLOWS]

Name of Nominee: _____
(Please print or type)

Depository Trust Company Number: _____

Name of Proxy Holder or Agent for
Nominee: _____
(Please print or type)

Social Security or Federal Tax Identification
Number: _____

Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

E-mail Address: _____

Date Completed: _____

**PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT AND RETURN IT
PROMPTLY TO PRIME CLERK AT THE FOLLOWING ADDRESS:**

**CEOC BALLOT PROCESSING
C/O PRIME CLERK LLC
830 THIRD AVENUE, 3RD FLOOR
NEW YORK, NEW YORK 10022**

**THIS MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING
DEADLINE, WHICH IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON [JULY 8],
2016.**

INSTRUCTIONS FOR COMPLETING MASTER BALLOTS

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in this Master Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.
2. The Bankruptcy Court may confirm the Plan and thereby bind the Beneficial Holders by the terms of the Plan. Please review the Disclosure Statement for more information.
3. The Voting Deadline for the receipt of Master Ballots by Prime Clerk is 4:00 p.m. (prevailing Central Time) on **July 8, 2016**. Your completed Master Ballot must be received by Prime Clerk on or before the Voting Deadline.
4. You should immediately distribute the Ballots and the General Solicitation Package to all Beneficial Holders of Claims and take any action required to enable each such Beneficial Holder to vote timely the Claims that it holds. Any Ballot returned to you by a Beneficial Holder shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver, to Prime Clerk, a Master Ballot that reflects the vote of such Beneficial Holders by the Voting Deadline.
5. With regard to any Ballots returned to you by a Beneficial Holder, you must: (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute this Master Ballot; (c) transmit such Master Ballot to Prime Clerk by the Voting Deadline; and (d) retain such Ballots in your files for at least one year after the Effective Date of the Plan. You may be ordered to produce the Ballots to the Debtors or the Bankruptcy Court.
6. If a Master Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise. The method of delivery of Master Ballots to Prime Clerk is at the election and risk of each Entity. Except as otherwise provided herein, such delivery will be deemed made only when Prime Clerk actually receives the originally executed Master Ballot. Instead of effecting delivery by mail, it is recommended, though not required, that Entities use an overnight or hand delivery service. In all cases, Entities should allow sufficient time to assure timely delivery. Delivery of a Master Ballot to Prime Clerk by facsimile, e-mail, or any other electronic means shall not be valid (except as specifically authorized by the Solicitation Procedures). No Master Ballot should be sent to any of the Debtors, the Debtors’ agents (other than Prime Clerk), the Debtors’ financial or legal advisors, the Second Priority Noteholders Committee, the Second Priority Noteholders Committee’s financial or legal advisors, the Unsecured Creditors’ Committee, the Unsecured Creditors’ Committee’s financial

or legal advisors, any ad hoc committee in these chapter 11 cases, or the financial or legal advisors to any such ad hoc committee, and if so sent will not be counted.

7. If multiple Master Ballots are received from the same Nominee with respect to the same Ballot belonging to a Beneficial Holder of a Claim prior to the Voting Deadline, the latest timely received valid Master Ballot will supersede and revoke any earlier received Master Ballot.
8. This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor Prime Clerk will accept delivery of any such certificates or instruments surrendered together with a Ballot or Master Ballot.
9. This Master Ballot does not constitute, and shall not be deemed to be: (a) a Proof of a Claim or Interest; or (b) an assertion or admission of a Claim or Interest.
10. Please be sure to sign and date your Master Ballot. If you are signing a Master Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by Prime Clerk, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Master Ballot.
11. If you are both the Nominee and the Beneficial Holder of any of the First Lien Notes Deficiency Claims and you wish to vote such Claims, you may return a Ballot or Master Ballot for such Claims.
12. The following Ballots and Master Ballots shall not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot or Master Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim; (b) any Ballot or Master Ballot cast by a Party that does not hold a Claim in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot or Master Ballot; (d) any Ballot or Master Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (e) any Ballot or Master Ballot submitted by any Entity not entitled to vote pursuant to the Solicitation Procedures.
13. If you believe you have received this Master Ballot in error, you should contact Prime Clerk immediately at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or e-mail ceocballots@primeclerk.com.

PLEASE SUBMIT YOUR MASTER BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT PRIME CLERK AT (855) 842-4123 WITHIN THE UNITED STATES OR CANADA OR, OUTSIDE OF THE UNITED STATES OR CANADA, BY CALLING +1 (646) 795-6969, OR E-MAIL CEOCBALLOTS@PRIMECLERK.COM.

* * * * *

EXHIBIT A

Please check ONE box below to indicate the CUSIP/ISIN to which this Master Ballot pertains (or clearly indicate such information directly on the Master Ballot or on a schedule thereto):

Secured First Lien Note Claims	
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]

Exhibit 6 - C

**Master Ballot for Class F Unsecured Claims
(Second Lien Notes Claims)**

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:)	
	)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING COMPANY, INC., <u>et al.</u> ¹	)	Case No. 15-01145 (ABG)
)	
Debtors.	)	(Jointly Administered)

**MASTER BALLOT FOR ACCEPTING OR REJECTING THE DEBTORS' SECOND
AMENDED JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF
THE BANKRUPTCY CODE**

CLASS F — UNSECURED CLAIMS (SECOND LIEN NOTES CLAIMS)

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING
BALLOTS CAREFULLY BEFORE COMPLETING THIS MASTER BALLOT

THIS MASTER BALLOT MUST BE ACTUALLY RECEIVED BY [JULY 8], 2016, AT
4:00 P.M. (PREVAILING CENTRAL TIME) (THE "VOTING DEADLINE")

The above-captioned debtors and debtors in possession (collectively, the "Debtors") have sent this Master Ballot to you because the Debtors' records indicate that you are a broker, dealer, commercial bank, trust company, or other agent nominee (each, a "Nominee") of a beneficial holder of Second Lien Notes Claims (a "Beneficial Holder") and accordingly, you have a right to vote to accept or reject the *Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the "Plan").² Nominees should use this Master Ballot to cast votes to accept or reject the Plan.

Each Beneficial Holder's rights are described in the *Disclosure Statement for the Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the "Disclosure Statement") and the Solicitation Procedures Order. The Disclosure Statement, the Plan, the Solicitation Procedures Order, and certain other materials contained in the General Solicitation Package are included in the packet you are receiving with this Master Ballot. If you need to obtain additional solicitation materials,

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

you may contact Prime Clerk LLC (“Prime Clerk”), the claims agent retained by the Debtors in these chapter 11 cases, by (a) accessing Prime Clerk’s website at <https://cases.primeclerk.com/CEOC>, (b) writing (via first-class, overnight mail, or hand delivery) to CEOC Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, New York 10022, (c) calling (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or (d) e-mailing Prime Clerk at ceocballots@primeclerk.com.

The Bankruptcy Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact Prime Clerk at the address or telephone number set forth above.

You should immediately distribute the Ballots and the General Solicitation Package to all Beneficial Holders and take any action required to enable each such Beneficial Holder to vote timely the Second Lien Notes Claims that it holds. If Prime Clerk does not receive your Master Ballot on or before the Voting Deadline, which is [July 8], 2016, at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, the votes of your Beneficial Holders will not be counted. **If the Bankruptcy Court confirms the Plan, it will bind your Beneficial Holders regardless of whether you vote.**

Item 1. Certification of Authority to Vote.

The undersigned hereby certifies that, as of the Voting Record Date, [May 9], 2016, the undersigned (please check the applicable box):

- is a Nominee for the Beneficial Holder(s) of the aggregate amount of Second Lien Notes Claims listed in Item 2 below and is the registered holder of the Second Lien Notes Claims represented by any such Second Lien Notes Claims;
- is acting under a power of attorney and/or agency agreement (a copy of which will be provided upon request) granted by the Beneficial Holder or a Nominee that is the registered holder of the aggregate amount of Second Lien Notes Claims listed in Item 2 below; or
- has been granted a proxy (an original of which is annexed hereto) from (a) a Nominee, or (b) the Beneficial Holder that is the registered holder of the aggregate amount of Second Lien Notes Claims listed in Item 2 below.

Item 2. Principal Amount of Second Lien Notes Claims.

The undersigned transmits the following votes of Beneficial Holders of Second Lien Notes Claims and certifies that the following Beneficial Holders of Second Lien Notes Claims, as identified by their respective customer account numbers set forth below, are Beneficial Holders of such securities as of the Voting Record Date and have delivered to the undersigned, as Nominee, ballots (“Ballots”) casting such votes.

Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each Beneficial Holder must vote all such Beneficial Holder’s Second Lien Notes Claims to accept or reject the Plan and may not split such vote. Any Ballot executed by the Beneficial Holder that does not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and a rejection of the Plan, will not be counted.

ITEM 2. VOTE ON PLAN OF REORGANIZATION			
Your Customer Account Number for Each Beneficial Holder of Voting Second Lien Notes Claims	Accept	OR	Reject
1.	\$	OR	\$
2.	\$	OR	\$
3.	\$	OR	\$
4.	\$	OR	\$
5.	\$	OR	\$
6.	\$	OR	\$
7.	\$	OR	\$
8.	\$	OR	\$
9.	\$	OR	\$
10.	\$	OR	\$
Totals:	\$		\$

Item 3. Certification as to Transcription of Information from Item 3 of the Ballots as to Second Lien Notes Claims Voted through Other Ballots.

The undersign certifies that the undersigned has transcribed in the following table the information, if any, provided by Beneficial Holders in Item 3 of each of the Beneficial Holder's original Ballots, identifying any Second Lien Notes Claims for which such Beneficial Holders have submitted other Ballots other than to the undersigned.

TRANSCRIBE FROM ITEM 3 OF THE BALLOTS:				
Your Customer Account Number for Each Beneficial Holder of Second Lien Notes Claims That Completed Item 3 of the Ballots	Account Number	Name of Holder	CUSIP	Principal Amount of Other Second Lien Notes Claims
1.				\$
2.				\$
3.				\$
4.				\$
5.				\$
6.				\$
7.				\$
8.				\$
9.				\$
10.				\$

Item 4. Certifications.

By signing this Master Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

1. it has received a copy of the General Solicitation Package and has delivered the same to the Beneficial Holders listed on the Ballots;
2. it has received a completed and signed Ballot from each Beneficial Holder listed in Item 2 of this Master Ballot;
3. it is the registered holder of the securities being voted;
4. it has been authorized by each such Beneficial Holder to vote on the Plan;
5. each Beneficial Holder has certified to the undersigned or to an intermediary nominee, as applicable, that it is eligible to vote on the Plan;
6. no other Master Ballots with respect to the amount of the Master Ballot Claims identified in Item 2 have been cast or, if any other Ballots have been cast with respect to such claims, then any such earlier Ballots are hereby revoked;
7. it will maintain Ballots and evidence of separate transactions returned by Beneficial Holders (whether properly completed or defective) for at least one year after the Effective Date of the Plan and disclose all such information to the Bankruptcy Court or the Debtors, as the case may be, if so ordered; and
8. it has properly disclosed: (a) the number of Beneficial Holder who completed Ballots; (b) the respective amounts of the Master Ballot Claim(s) owned, as the case may be, by each Beneficial Holder who completed a Ballot; (c) each such Beneficial Holder's respective vote concerning the Plan; (d) each such Beneficial Holder's certification as to other Master Ballot Claims voted; and (e) the customer account or other identification number for each such Beneficial Holder.

[SIGNATURE PAGE FOLLOWS]

Name of Nominee: _____
(Please print or type)

Depository Trust Company Number: _____

Name of Proxy Holder or Agent for
Nominee: _____
(Please print or type)

Social Security or Federal Tax Identification
Number: _____

Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

E-mail Address: _____

Date Completed: _____

**PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT AND RETURN IT
PROMPTLY TO PRIME CLERK AT THE FOLLOWING ADDRESS:**

**CEOC BALLOT PROCESSING
C/O PRIME CLERK LLC
830 THIRD AVENUE, 3RD FLOOR
NEW YORK, NEW YORK 10022**

**THIS MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING
DEADLINE, WHICH IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON [JULY 8],
2016.**

INSTRUCTIONS FOR COMPLETING MASTER BALLOTS

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in this Master Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.
2. The Bankruptcy Court may confirm the Plan and thereby bind the Beneficial Holders by the terms of the Plan. Please review the Disclosure Statement for more information.
3. The Voting Deadline for the receipt of Master Ballots by Prime Clerk is 4:00 p.m. (prevailing Central Time) on **July 8, 2016**. Your completed Master Ballot must be received by Prime Clerk on or before the Voting Deadline.
4. You should immediately distribute the Ballots and the General Solicitation Package to all Beneficial Holders of Claims and take any action required to enable each such Beneficial Holder to vote timely the Claims that it holds. Any Ballot returned to you by a Beneficial Holder shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver, to Prime Clerk, a Master Ballot that reflects the vote of such Beneficial Holders by the Voting Deadline.
5. With regard to any Ballots returned to you by a Beneficial Holder, you must: (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute this Master Ballot; (c) transmit such Master Ballot to Prime Clerk by the Voting Deadline; and (d) retain such Ballots in your files for at least one year after the Effective Date of the Plan. You may be ordered to produce the Ballots to the Debtors or the Bankruptcy Court.
6. If a Master Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise. The method of delivery of Master Ballots to Prime Clerk is at the election and risk of each Entity. Except as otherwise provided herein, such delivery will be deemed made only when Prime Clerk actually receives the originally executed Master Ballot. Instead of effecting delivery by mail, it is recommended, though not required, that Entities use an overnight or hand delivery service. In all cases, Entities should allow sufficient time to assure timely delivery. Delivery of a Master Ballot to Prime Clerk by facsimile, e-mail, or any other electronic means shall not be valid (except as specifically authorized by the Solicitation Procedures). No Master Ballot should be sent to any of the Debtors, the Debtors’ agents (other than Prime Clerk), the Debtors’ financial or legal advisors, the Second Priority Noteholders Committee, the Second Priority Noteholders Committee’s financial or legal advisors, the Unsecured Creditors’ Committee, the Unsecured Creditors’ Committee’s financial

or legal advisors, any ad hoc committee in these chapter 11 cases, or the financial or legal advisors to any such ad hoc committee, and if so sent will not be counted.

7. If multiple Master Ballots are received from the same Nominee with respect to the same Ballot belonging to a Beneficial Holder of a Claim prior to the Voting Deadline, the latest timely received valid Master Ballot will supersede and revoke any earlier received Master Ballot.
8. This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor Prime Clerk will accept delivery of any such certificates or instruments surrendered together with a Ballot or Master Ballot.
9. This Master Ballot does not constitute, and shall not be deemed to be: (a) a Proof of a Claim or Interest; or (b) an assertion or admission of a Claim or Interest.
10. Please be sure to sign and date your Master Ballot. If you are signing a Master Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by Prime Clerk, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Master Ballot.
11. If you are both the Nominee and the Beneficial Holder of any of the Second Lien Notes Claims and you wish to vote such Claims, you may return a Ballot or Master Ballot for such Claims.
12. The following Ballots and Master Ballots shall not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot or Master Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim; (b) any Ballot or Master Ballot cast by a Party that does not hold a Claim in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot or Master Ballot; (d) any Ballot or Master Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (e) any Ballot or Master Ballot submitted by any Entity not entitled to vote pursuant to the Solicitation Procedures.
13. If you believe you have received this Master Ballot in error, you should contact Prime Clerk immediately at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or e-mail ceocballots@primeclerk.com.

PLEASE SUBMIT YOUR MASTER BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT PRIME CLERK AT (855) 842-4123 WITHIN THE UNITED STATES OR CANADA OR, OUTSIDE OF THE UNITED STATES OR CANADA, BY CALLING +1 (646) 795-6969, OR E-MAIL CEOCBALLOTS@PRIMECLERK.COM.

* * * * *

EXHIBIT A

Please check ONE box below to indicate the CUSIP/ISIN to which this Master Ballot pertains (or clearly indicate such information directly on the Master Ballot or on a schedule thereto):

Secured First Lien Note Claims	
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]

Exhibit 6 - D

**Master Ballot for Class F Unsecured Claims
(Senior Unsecured Notes Claims)**

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:)	
	)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING COMPANY, INC., <u>et al.</u> ¹	)	Case No. 15-01145 (ABG)
)	
Debtors.	)	(Jointly Administered)

**MASTER BALLOT FOR ACCEPTING OR REJECTING THE DEBTORS' SECOND
AMENDED JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF
THE BANKRUPTCY CODE**

CLASS F — UNSECURED CLAIMS (SENIOR UNSECURED NOTES CLAIMS)

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING
BALLOTS CAREFULLY BEFORE COMPLETING THIS MASTER BALLOT

THIS MASTER BALLOT MUST BE ACTUALLY RECEIVED BY [JULY 8], 2016, AT
4:00 P.M. (PREVAILING CENTRAL TIME) (THE "VOTING DEADLINE")

The above-captioned debtors and debtors in possession (collectively, the "Debtors") have sent this Master Ballot to you because the Debtors' records indicate that you are a broker, dealer, commercial bank, trust company, or other agent nominee (each, a "Nominee") of a beneficial holder of Senior Unsecured Notes Claims (a "Beneficial Holder") and accordingly, you have a right to vote to accept or reject the *Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the "Plan").² Nominees should use this Master Ballot to cast votes to accept or reject the Plan.

Each Beneficial Holder's rights are described in the *Disclosure Statement for the Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the "Disclosure Statement") and the Solicitation Procedures Order. The Disclosure Statement, the Plan, the Solicitation Procedures Order, and certain other materials contained in the General Solicitation Package are included in the packet you are receiving with this Master Ballot. If you need to obtain additional solicitation materials,

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

you may contact Prime Clerk LLC (“Prime Clerk”), the claims agent retained by the Debtors in these chapter 11 cases, by (a) accessing Prime Clerk’s website at <https://cases.primeclerk.com/CEOC>, (b) writing (via first-class, overnight mail, or hand delivery) to CEOC Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, New York 10022, (c) calling (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or (d) e-mailing Prime Clerk at ceocballots@primeclerk.com.

The Bankruptcy Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact Prime Clerk at the address or telephone number set forth above.

You should immediately distribute the Ballots and the General Solicitation Package to all Beneficial Holders and take any action required to enable each such Beneficial Holder to vote timely the Senior Unsecured Notes Claims that it holds. If Prime Clerk does not receive your Master Ballot on or before the Voting Deadline, which is [July 8], 2016, at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, the votes of your Beneficial Holders will not be counted. **If the Bankruptcy Court confirms the Plan, it will bind your Beneficial Holders regardless of whether you vote.**

Item 1. Certification of Authority to Vote.

The undersigned hereby certifies that, as of the Voting Record Date, [May 9], 2016, the undersigned (please check the applicable box):

- is a Nominee for the Beneficial Holder(s) of the aggregate amount of Senior Unsecured Notes Claims listed in Item 2 below and is the registered holder of the Senior Unsecured Notes Claims represented by any such Senior Unsecured Notes Claims;
- is acting under a power of attorney and/or agency agreement (a copy of which will be provided upon request) granted by the Beneficial Holder or a Nominee that is the registered holder of the aggregate amount of Senior Unsecured Notes Claims listed in Item 2 below; or
- has been granted a proxy (an original of which is annexed hereto) from (a) a Nominee, or (b) the Beneficial Holder that is the registered holder of the aggregate amount of Senior Unsecured Notes Claims listed in Item 2 below.

Item 2. Principal Amount of Senior Unsecured Notes Claims.

The undersigned transmits the following votes of Beneficial Holders of Senior Unsecured Notes Claims and certifies that the following Beneficial Holders of Senior Unsecured Notes Claims, as identified by their respective customer account numbers set forth below, are Beneficial Holders of such securities as of the Voting Record Date and have delivered to the undersigned, as Nominee, ballots (“Ballots”) casting such votes.

Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each Beneficial Holder must vote all such Beneficial Holder’s Senior Unsecured Notes Claims to accept or reject the Plan and may not split such vote. Any Ballot executed by the Beneficial Holder that does not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and a rejection of the Plan, will not be counted.

ITEM 2. VOTE ON PLAN OF REORGANIZATION			
Your Customer Account Number for Each Beneficial Holder of Voting Senior Unsecured Notes Claims	Accept	OR	Reject
1.	\$	OR	\$
2.	\$	OR	\$
3.	\$	OR	\$
4.	\$	OR	\$
5.	\$	OR	\$
6.	\$	OR	\$
7.	\$	OR	\$
8.	\$	OR	\$
9.	\$	OR	\$
10.	\$	OR	\$
Totals:	\$		\$

Item 3. Certification as to Transcription of Information from Item 3 of the Ballots as to Senior Unsecured Notes Claims Voted through Other Ballots.

The undersign certifies that the undersigned has transcribed in the following table the information, if any, provided by Beneficial Holders in Item 3 of each of the Beneficial Holder's original Ballots, identifying any Senior Unsecured Notes Claims for which such Beneficial Holders have submitted other Ballots other than to the undersigned.

TRANSCRIBE FROM ITEM 3 OF THE BALLOTS:				
Your Customer Account Number for Each Beneficial Holder of Senior Unsecured Notes Claims That Completed Item 3 of the Ballots	Account Number	Name of Holder	CUSIP	Principal Amount of Other Senior Unsecured Notes Claims
1.				\$
2.				\$
3.				\$
4.				\$
5.				\$
6.				\$
7.				\$
8.				\$
9.				\$
10.				\$

Item 4. Certifications.

By signing this Master Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

1. it has received a copy of the General Solicitation Package and has delivered the same to the Beneficial Holders listed on the Ballots;
2. it has received a completed and signed Ballot from each Beneficial Holder listed in Item 2 of this Master Ballot;
3. it is the registered holder of the securities being voted;
4. it has been authorized by each such Beneficial Holder to vote on the Plan;
5. each Beneficial Holder has certified to the undersigned or to an intermediary nominee, as applicable, that it is eligible to vote on the Plan;
6. no other Master Ballots with respect to the amount of the Master Ballot Claims identified in Item 2 have been cast or, if any other Ballots have been cast with respect to such claims, then any such earlier Ballots are hereby revoked;
7. it will maintain Ballots and evidence of separate transactions returned by Beneficial Holders (whether properly completed or defective) for at least one year after the Effective Date of the Plan and disclose all such information to the Bankruptcy Court or the Debtors, as the case may be, if so ordered; and
8. it has properly disclosed: (a) the number of Beneficial Holder who completed Ballots; (b) the respective amounts of the Master Ballot Claim(s) owned, as the case may be, by each Beneficial Holder who completed a Ballot; (c) each such Beneficial Holder's respective vote concerning the Plan; (d) each such Beneficial Holder's certification as to other Master Ballot Claims voted; and (e) the customer account or other identification number for each such Beneficial Holder.

[SIGNATURE PAGE FOLLOWS]

Name of Nominee: _____
(Please print or type)

Depository Trust Company Number: _____

Name of Proxy Holder or Agent for
Nominee: _____
(Please print or type)

Social Security or Federal Tax Identification
Number: _____

Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

E-mail Address: _____

Date Completed: _____

**PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT AND RETURN IT
PROMPTLY TO PRIME CLERK AT THE FOLLOWING ADDRESS:**

**CEOC BALLOT PROCESSING
C/O PRIME CLERK LLC
830 THIRD AVENUE, 3RD FLOOR
NEW YORK, NEW YORK 10022**

**THIS MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING
DEADLINE, WHICH IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON [JULY 8],
2016.**

INSTRUCTIONS FOR COMPLETING MASTER BALLOTS

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in this Master Ballot or in these instructions (the "**Ballot Instructions**") but not otherwise defined therein or herein shall have the meaning set forth in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.
2. The Bankruptcy Court may confirm the Plan and thereby bind the Beneficial Holders by the terms of the Plan. Please review the Disclosure Statement for more information.
3. The Voting Deadline for the receipt of Master Ballots by Prime Clerk is 4:00 p.m. (prevailing Central Time) on **July 8, 2016**. Your completed Master Ballot must be received by Prime Clerk on or before the Voting Deadline.
4. You should immediately distribute the Ballots and the General Solicitation Package to all Beneficial Holders of Claims and take any action required to enable each such Beneficial Holder to vote timely the Claims that it holds. Any Ballot returned to you by a Beneficial Holder shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver, to Prime Clerk, a Master Ballot that reflects the vote of such Beneficial Holders by the Voting Deadline.
5. With regard to any Ballots returned to you by a Beneficial Holder, you must: (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute this Master Ballot; (c) transmit such Master Ballot to Prime Clerk by the Voting Deadline; and (d) retain such Ballots in your files for at least one year after the Effective Date of the Plan. You may be ordered to produce the Ballots to the Debtors or the Bankruptcy Court.
6. If a Master Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise. The method of delivery of Master Ballots to Prime Clerk is at the election and risk of each Entity. Except as otherwise provided herein, such delivery will be deemed made only when Prime Clerk actually receives the originally executed Master Ballot. Instead of effecting delivery by mail, it is recommended, though not required, that Entities use an overnight or hand delivery service. In all cases, Entities should allow sufficient time to assure timely delivery. Delivery of a Master Ballot to Prime Clerk by facsimile, e-mail, or any other electronic means shall not be valid (except as specifically authorized by the Solicitation Procedures). No Master Ballot should be sent to any of the Debtors, the Debtors' agents (other than Prime Clerk), the Debtors' financial or legal advisors, the Second Priority Noteholders Committee, the Second Priority Noteholders Committee's financial or legal advisors, the Unsecured Creditors' Committee, the Unsecured Creditors' Committee's financial

or legal advisors, any ad hoc committee in these chapter 11 cases, or the financial or legal advisors to any such ad hoc committee, and if so sent will not be counted.

7. If multiple Master Ballots are received from the same Nominee with respect to the same Ballot belonging to a Beneficial Holder of a Claim prior to the Voting Deadline, the latest timely received valid Master Ballot will supersede and revoke any earlier received Master Ballot.
8. This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor Prime Clerk will accept delivery of any such certificates or instruments surrendered together with a Ballot or Master Ballot.
9. This Master Ballot does not constitute, and shall not be deemed to be: (a) a Proof of a Claim or Interest; or (b) an assertion or admission of a Claim or Interest.
10. Please be sure to sign and date your Master Ballot. If you are signing a Master Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by Prime Clerk, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Master Ballot.
11. If you are both the Nominee and the Beneficial Holder of any of the Senior Unsecured Notes Claims and you wish to vote such Claims, you may return a Ballot or Master Ballot for such Claims.
12. The following Ballots and Master Ballots shall not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot or Master Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim; (b) any Ballot or Master Ballot cast by a Party that does not hold a Claim in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot or Master Ballot; (d) any Ballot or Master Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (e) any Ballot or Master Ballot submitted by any Entity not entitled to vote pursuant to the Solicitation Procedures.
13. If you believe you have received this Master Ballot in error, you should contact Prime Clerk immediately at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or e-mail ceocballots@primeclerk.com.

PLEASE SUBMIT YOUR MASTER BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT PRIME CLERK AT (855) 842-4123 WITHIN THE UNITED STATES OR CANADA OR, OUTSIDE OF THE UNITED STATES OR CANADA, BY CALLING +1 (646) 795-6969, OR E-MAIL CEOCBALLOTS@PRIMECLERK.COM.

* * * * *

EXHIBIT A

Please check ONE box below to indicate the CUSIP/ISIN to which this Master Ballot pertains (or clearly indicate such information directly on the Master Ballot or on a schedule thereto):

Secured First Lien Note Claims	
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]

Exhibit 6 - E

Master Ballot for Class G Subsidiary-Guaranteed Notes Claims

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:	)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING	)	Case No. 15-01145 (ABG)
COMPANY, INC., <u>et al.</u> , ¹)	
)	
Debtors.	)	(Jointly Administered)

**MASTER BALLOT FOR ACCEPTING OR REJECTING THE DEBTORS' SECOND
AMENDED JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF
THE BANKRUPTCY CODE**

CLASS G — SUBSIDIARY-GUARANTEED NOTES CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING
BALLOTS CAREFULLY BEFORE COMPLETING THIS MASTER BALLOT

THIS MASTER BALLOT MUST BE ACTUALLY RECEIVED BY [JULY 8], 2016, AT
4:00 P.M. (PREVAILING CENTRAL TIME) (THE "VOTING DEADLINE")

The above-captioned debtors and debtors in possession (collectively, the "Debtors") have sent this Master Ballot to you because the Debtors' records indicate that you are a broker, dealer, commercial bank, trust company, or other agent nominee (each, a "Nominee") of a beneficial holder of Subsidiary-Guaranteed Notes Claims (a "Beneficial Holder") and accordingly, you have a right to vote to accept or reject the *Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the "Plan").² Nominees should use this Master Ballot to cast votes to accept or reject the Plan.

Each Beneficial Holder's rights are described in the *Disclosure Statement for the Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the "Disclosure Statement") and the Solicitation Procedures Order. The Disclosure Statement, the Plan, the Solicitation Procedures Order, and certain other materials contained in the General Solicitation Package are included in the packet you are receiving with this Master Ballot. If you need to obtain additional solicitation materials,

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

you may contact Prime Clerk LLC (“Prime Clerk”), the claims agent retained by the Debtors in these chapter 11 cases, by (a) accessing Prime Clerk’s website at <https://cases.primeclerk.com/CEOC>, (b) writing (via first-class, overnight mail, or hand delivery) to CEOC Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, New York 10022, (c) calling (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or (d) e-mailing Prime Clerk at ceocballots@primeclerk.com.

The Bankruptcy Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact Prime Clerk at the address or telephone number set forth above.

You should immediately distribute the Ballots and the General Solicitation Package to all Beneficial Holders and take any action required to enable each such Beneficial Holder to vote timely the Subsidiary-Guaranteed Notes Claims that it holds. If Prime Clerk does not receive your Master Ballot on or before the Voting Deadline, which is [July 8], 2016, at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, the votes of your Beneficial Holders will not be counted. **If the Bankruptcy Court confirms the Plan, it will bind your Beneficial Holders regardless of whether you vote.**

Item 1. Certification of Authority to Vote.

The undersigned hereby certifies that, as of the Voting Record Date, [May 9], 2016, the undersigned (please check the applicable box):

- is a Nominee for the Beneficial Holder(s) of the aggregate amount of Subsidiary-Guaranteed Notes Claims listed in Item 2 below and is the registered holder of the Subsidiary-Guaranteed Notes Claim represented by any such Subsidiary-Guaranteed Notes Claims;
- is acting under a power of attorney and/or agency agreement (a copy of which will be provided upon request) granted by the Beneficial Holder or a Nominee that is the registered holder of the aggregate amount of Subsidiary-Guaranteed Notes Claims listed in Item 2 below; or
- has been granted a proxy (an original of which is annexed hereto) from (a) a Nominee, or (b) the Beneficial Holder that is the registered holder of the aggregate amount of Subsidiary-Guaranteed Notes Claims listed in Item 2 below.

Item 2. Principal Amount of Subsidiary-Guaranteed Notes Claims.

The undersigned transmits the following votes of Beneficial Holders of Subsidiary-Guaranteed Notes Claims and certifies that the following Beneficial Holders of Subsidiary-Guaranteed Notes Claims, as identified by their respective customer account numbers set forth below, are Beneficial Holders of such securities as of the Voting Record Date and have delivered to the undersigned, as Nominee, ballots (“Ballots”) casting such votes.

Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each Beneficial Holder must vote all such Beneficial Holder’s Subsidiary-Guaranteed Notes Claims to accept or reject the Plan and may not split such vote. Any Ballot executed by the Beneficial Holder that does not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and a rejection of the Plan, will not be counted.

ITEM 2. VOTE ON PLAN OF REORGANIZATION			
Your Customer Account Number for Each Beneficial Holder of Voting Subsidiary-Guaranteed Notes Claims	Accept	OR	Reject
1.	\$	OR	\$
2.	\$	OR	\$
3.	\$	OR	\$
4.	\$	OR	\$
5.	\$	OR	\$
6.	\$	OR	\$
7.	\$	OR	\$
8.	\$	OR	\$
9.	\$	OR	\$
10.	\$	OR	\$
Totals:	\$		\$

Item 3. Certification as to Transcription of Information from Item 3 of the Ballots as to Subsidiary-Guaranteed Notes Claims Voted through Other Ballots.

The undersign certifies that the undersigned has transcribed in the following table the information, if any, provided by Beneficial Holders in Item 3 of each of the Beneficial Holder's original Ballots, identifying any Subsidiary-Guaranteed Notes Claims for which such Beneficial Holders have submitted other Ballots other than to the undersigned.

TRANSCRIBE FROM ITEM 3 OF THE BALLOTS:				
Your Customer Account Number for Each Beneficial Holder of Subsidiary-Guaranteed Notes Claims That Completed Item 3 of the Ballots	Account Number	Name of Holder	CUSIP	Principal Amount of Other Subsidiary-Guaranteed Notes Claims
1.				\$
2.				\$
3.				\$
4.				\$
5.				\$
6.				\$
7.				\$
8.				\$
9.				\$
10.				\$

Item 4. Certifications.

By signing this Master Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

1. it has received a copy of the General Solicitation Package and has delivered the same to the Beneficial Holders listed on the Ballots;
2. it has received a completed and signed Ballot from each Beneficial Holder listed in Item 2 of this Master Ballot;
3. it is the registered holder of the securities being voted;
4. it has been authorized by each such Beneficial Holder to vote on the Plan;
5. each Beneficial Holder has certified to the undersigned or to an intermediary nominee, as applicable, that it is eligible to vote on the Plan;
6. no other Master Ballots with respect to the amount of the Master Ballot Claims identified in Item 2 have been cast or, if any other Ballots have been cast with respect to such claims, then any such earlier Ballots are hereby revoked;
7. it will maintain Ballots and evidence of separate transactions returned by Beneficial Holders (whether properly completed or defective) for at least one year after the Effective Date of the Plan and disclose all such information to the Bankruptcy Court or the Debtors, as the case may be, if so ordered; and
8. it has properly disclosed: (a) the number of Beneficial Holder who completed Ballots; (b) the respective amounts of the Master Ballot Claim(s) owned, as the case may be, by each Beneficial Holder who completed a Ballot; (c) each such Beneficial Holder's respective vote concerning the Plan; (d) each such Beneficial Holder's certification as to other Master Ballot Claims voted; and (e) the customer account or other identification number for each such Beneficial Holder.

[SIGNATURE PAGE FOLLOWS]

Name of Nominee: _____
(Please print or type)

Depository Trust Company Number: _____

Name of Proxy Holder or Agent for
Nominee: _____
(Please print or type)

Social Security or Federal Tax Identification
Number: _____

Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

E-mail Address: _____

Date Completed: _____

**PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT AND RETURN IT
PROMPTLY TO PRIME CLERK AT THE FOLLOWING ADDRESS:**

**CEOC BALLOT PROCESSING
C/O PRIME CLERK LLC
830 THIRD AVENUE, 3RD FLOOR
NEW YORK, NEW YORK 10022**

**THIS MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING
DEADLINE, WHICH IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON [JULY 8],
2016.**

INSTRUCTIONS FOR COMPLETING MASTER BALLOTS

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in this Master Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.
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4. You should immediately distribute the Ballots and the General Solicitation Package to all Beneficial Holders of Claims and take any action required to enable each such Beneficial Holder to vote timely the Claims that it holds. Any Ballot returned to you by a Beneficial Holder shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver, to Prime Clerk, a Master Ballot that reflects the vote of such Beneficial Holders by the Voting Deadline.
5. With regard to any Ballots returned to you by a Beneficial Holder, you must: (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute this Master Ballot; (c) transmit such Master Ballot to Prime Clerk by the Voting Deadline; and (d) retain such Ballots in your files for at least one year after the Effective Date of the Plan. You may be ordered to produce the Ballots to the Debtors or the Bankruptcy Court.
6. If a Master Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise. The method of delivery of Master Ballots to Prime Clerk is at the election and risk of each Entity. Except as otherwise provided herein, such delivery will be deemed made only when Prime Clerk actually receives the originally executed Master Ballot. Instead of effecting delivery by mail, it is recommended, though not required, that Entities use an overnight or hand delivery service. In all cases, Entities should allow sufficient time to assure timely delivery. Delivery of a Master Ballot to Prime Clerk by facsimile, e-mail, or any other electronic means shall not be valid (except as specifically authorized by the Solicitation Procedures). No Master Ballot should be sent to any of the Debtors, the Debtors’ agents (other than Prime Clerk), the Debtors’ financial or legal advisors, the Second Priority Noteholders Committee, the Second Priority Noteholders Committee’s financial or legal advisors, the Unsecured Creditors’ Committee, the Unsecured Creditors’ Committee’s financial

or legal advisors, any ad hoc committee in these chapter 11 cases, or the financial or legal advisors to any such ad hoc committee, and if so sent will not be counted.

7. If multiple Master Ballots are received from the same Nominee with respect to the same Ballot belonging to a Beneficial Holder of a Claim prior to the Voting Deadline, the latest timely received valid Master Ballot will supersede and revoke any earlier received Master Ballot.
8. This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor Prime Clerk will accept delivery of any such certificates or instruments surrendered together with a Ballot or Master Ballot.
9. This Master Ballot does not constitute, and shall not be deemed to be: (a) a Proof of a Claim or Interest; or (b) an assertion or admission of a Claim or Interest.
10. Please be sure to sign and date your Master Ballot. If you are signing a Master Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by Prime Clerk, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Master Ballot.
11. If you are both the Nominee and the Beneficial Holder of any of the Claims and you wish to vote such Claims, you may return a Ballot or Master Ballot for such Claims.
12. The following Ballots and Master Ballots shall not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot or Master Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim; (b) any Ballot or Master Ballot cast by a Party that does not hold a Claim in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot or Master Ballot; (d) any Ballot or Master Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (e) any Ballot or Master Ballot submitted by any Entity not entitled to vote pursuant to the Solicitation Procedures.
13. If you believe you have received this Master Ballot in error, you should contact Prime Clerk immediately at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or e-mail ceocballots@primeclerk.com.

PLEASE SUBMIT YOUR MASTER BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT PRIME CLERK AT (855) 842-4123 WITHIN THE UNITED STATES OR CANADA OR, OUTSIDE OF THE UNITED STATES OR CANADA, BY CALLING +1 (646) 795-6969, OR E-MAIL CEOCBALLOTS@PRIMECLERK.COM.

* * * * *

EXHIBIT A

Please check ONE box below to indicate the CUSIP/ISIN to which this Master Ballot pertains (or clearly indicate such information directly on the Master Ballot or on a schedule thereto):

Secured First Lien Note Claims	
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]

Exhibit 7

Ballots for Voting Classes

Exhibit 7 - A

Ballot for Class D Prepetition Credit Agreement Claims

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:	)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING COMPANY, INC., <u>et al.</u> ¹	)	Case No. 15-01145 (ABG)
)	
Debtors.	)	(Jointly Administered)
)	

**BALLOT FOR ACCEPTING OR REJECTING THE DEBTORS' SECOND AMENDED
JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE
BANKRUPTCY CODE**

CLASS D — PREPETITION CREDIT AGREEMENT CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING
BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT

THIS BALLOT MUST BE ACTUALLY RECEIVED BY [JULY 8], 2016, AT 4:00 P.M.
(PREVAILING CENTRAL TIME) (THE "VOTING DEADLINE")

The above-captioned debtors and debtors in possession (collectively, the "Debtors") have sent this Ballot to you because the Debtors' records indicate that you are a Holder of a Prepetition Credit Agreement Claim, and accordingly, you have a right to vote to accept or reject the *Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the "Plan").²

Your rights are described in the *Disclosure Statement for the Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the "Disclosure Statement") and the Solicitation Procedures Order. The Disclosure Statement, the Plan, the Solicitation Procedures Order, and certain other materials contained in the General Solicitation Package are included in the packet you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact Prime Clerk LLC ("Prime Clerk"), the claims agent retained by the Debtors in these chapter 11 cases, by (a) accessing Prime Clerk's website at <https://cases.primeclerk.com/CEOC/>, (b) writing (via first-class,

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC/>.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

overnight mail, or hand delivery) to CEOC Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, New York 10022, (c) calling (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or (d) e-mailing Prime Clerk at ceocballots@primeclerk.com.

The Bankruptcy Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact Prime Clerk at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class D (Prepetition Credit Agreement Claims) under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

If Prime Clerk does not receive your Ballot on or before the Voting Deadline of [July 8], 2016, at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, your vote will not be counted. **If the Bankruptcy Court confirms the Plan, it will bind you regardless of whether you vote.**

Item 1. Principal Amount of Prepetition Credit Agreement Claims.

The undersigned hereby certifies that as of the Voting Record Date, [May 9], 2016, the undersigned was the Holder of a Prepetition Credit Agreement Claim in the following amount (insert amount in box below):

Amount of Claim: \$ _____

Item 2. Vote on Plan.

The Holder of the Prepetition Credit Agreement Claims set forth in Item 1 votes to (please check one):

<u>ACCEPT THE PLAN</u> <input type="checkbox"/>	<u>REJECT THE PLAN</u> <input type="checkbox"/>
---	---

Any Ballot executed by the Holder of a Claim indicating both an acceptance and a rejection of the Plan or that does not indicate either an acceptance or rejection of the Plan will not be counted.

Item 3. CPLV Mezzanine Election.

In accordance with the Plan, Holders of Prepetition Credit Agreement Claims may elect, as a class, to convert up to \$333,000,000 in principal amount of PropCo Second Lien Notes otherwise to be received as a result of the PropCo Second Lien Upsize Amount (if any), into an equal principal amount of CPLV Mezzanine Debt in lieu thereof (the "CPLV Mezzanine Election").

In order to cause the CPLV Mezzanine Election to occur, a majority of Holders of Prepetition Credit Agreement Claims (calculated based solely on the principal amount of Allowed Prepetition Credit Agreement Claims held by the Holders who submit Class D ballots voting to accept the plan) is required to vote in favor of the CPLV Mezzanine Election by checking the box below.

By checking the following box, you elect to receive the CPLV Mezzanine Debt in lieu of PropCo Second Lien Notes.

Check the box below if you elect to vote the principal amount of your Prepetition Credit Agreement Claim in favor of this CPLV Mezzanine Election.

Item 4. PropCo Equity Election.

In accordance with the Plan, each Holder of Prepetition Credit Agreement Claims may elect to receive PropCo Common Equity in lieu of its Pro Rata share of the \$1,961,000,000 PropCo First Lien Term Loan and up to \$333,000,000 of CPLV Mezzanine Debt (if any) or PropCo Second Lien Notes (if any) (the "PropCo Equity Election"). A Holder making a PropCo Equity Election will receive \$1 of PropCo Common Equity (at a valuation of \$[] billion for 100 percent of PropCo Common Equity on a fully diluted basis) for every \$1 of PropCo First Lien Term Loan, PropCo Second Lien Notes (if any), and CPLV Mezzanine Debt (if any) that such Holder would otherwise receive under the Plan.

By checking the following box, you elect to receive PropCo Common Equity in lieu of the PropCo First Lien Term Loan.

Check the box below to make the PropCo Equity Election and receive PropCo Common Equity in lieu of the PropCo First Lien Term Loan.

Item 5. IMPORTANT INFORMATION REGARDING THIRD-PARTY RELEASE.

Article VIII.C of the Plan provides for a Third-Party Release. This Third-Party Release affects your rights and expressly provides:

Effective as of the Effective Date, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each Entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including with respect to any rights or Claims that could have been asserted against the Released Parties with respect to the Guaranty and Pledge Agreement (but only to the extent released in connection with the Bank Guaranty Settlement), any derivative claims, asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors, as applicable, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the Restructuring Support Agreements, the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any debt, security, asset, right, or interest of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring or any alleged restructuring or reorganization of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents, or related agreements, instruments, or other documents (including the Restructuring Support Agreements and, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including, for the avoidance of doubt, all claims, Causes of Action, or liabilities arising out of or relating to the Challenged Transactions, the Caesars Cases, and the Prepetition CEC Guarantees (including but not limited to any claims under any indentures or under the Trust Indenture Act). Notwithstanding anything to the contrary in the foregoing, the Third-Party Release shall not release any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

See Article VIII.C of the Plan.

Item 5. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

1. either: (a) it is the Holder of the Prepetition Credit Agreement Claims being voted; or (b) it is an authorized signatory for an Entity that is a Holder of the Prepetition Credit Agreement Claims being voted;
2. it has received a copy of the General Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. it has cast the same vote with respect to all Prepetition Credit Agreement Claims;
4. no other Ballots with respect to the Prepetition Credit Agreement Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such Ballots dated earlier are hereby revoked;
5. it acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of such Entity's Prepetition Credit Agreement Claims;
6. it understands and, if accepting the Plan, agrees with the treatment provided for its Claim(s) under the Plan, including granting the relevant Debtor and third-party releases stated in the the plan;
7. it acknowledges and agrees that the Debtors may make conforming changes to the Plan as may be reasonably necessary, provided that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes unless otherwise required to by the Bankruptcy Court; and
8. it acknowledges and understands that (a) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class; and (b) any Class of Claims that does not have a Holder of an Allowed Claim or Interest, or a Claim temporarily allowed for voting purposes by the Debtors or the Bankruptcy Court as of the date of the Voting Deadline, shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

[SIGNATURE PAGE FOLLOWS]

Name of Holder: _____
(Please print or type)

Social Security Number or Federal Tax
Identification Number _____

Signature: _____

Name of Signatory: _____
(If other than Holder)³

Title: _____

Address: _____

E-mail address: _____

Date Completed: _____

[RETURN INSTRUCTIONS FOLLOW]

³ If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT
PROMPTLY IN THE RETURN ENVELOPE PROVIDED OR BY ONLY ONE OF THE
FOLLOWING APPROVED METHODS:**

VIA REGULAR MAIL, OVERNIGHT, OR HAND DELIVERY, TO:

**CEOC BALLOT PROCESSING
C/O PRIME CLERK LLC
830 THIRD AVENUE, 3RD FLOOR
NEW YORK, NEW YORK 10022**

VIA ONLINE TRANSMISSION

Please visit <https://cases.primeclerk.com/CEOC/>. Click on the “E-Ballot” section of the Debtors’ website and follow the directions to submit your E-Ballot. If you choose to submit your Ballot via Prime Clerk’s E-Ballot system, you should NOT also return a hard copy of your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized E-Ballot: Unique E-Ballot ID#: _____

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of you electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable

“E-Balloting” is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile or email will not be counted.

**YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING DEADLINE,
WHICH IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON [JULY 8], 2016.**

INSTRUCTIONS FOR COMPLETING BALLOTS

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.
2. The Bankruptcy Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.
3. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) sign and return the Ballot to the address set forth on the enclosed pre-addressed envelope. The Voting Deadline for the receipt of Ballots by Prime Clerk is 4:00 p.m. (prevailing Central Time) on **[July 8], 2016**. Your completed Ballot must be received by Prime Clerk on or before the Voting Deadline.
4. You must vote all of your Claims or Interests within a particular Class either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, if a Holder has multiple Claims or Interests within the same Class, the Debtors may, in his discretion, aggregate the Claims or Interests of any particular Holder within a Class for the purpose of counting votes.
5. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise. The method of delivery of Ballots to Prime Clerk is at the election and risk of each holder of a Claim or Interest. Except as otherwise provided herein, such delivery will be deemed made only when Prime Clerk actually receives the originally executed Ballot. Instead of effecting delivery by mail, it is recommended, though not required, that Holders use an overnight or hand delivery service. In all cases, Holders should allow sufficient time to assure timely delivery. Delivery of a Ballot to Prime Clerk by facsimile, e-mail, or any other electronic means aside from Prime Clerk’s E-Balloting platform shall not be valid. No Ballot should be sent to any of the Debtors, the Debtors’ agents (other than Prime Clerk), the Debtors’ financial or legal advisors, the Second Priority Noteholders Committee, the Second Priority Noteholders Committee’s financial or legal advisors, the Unsecured Creditors’ Committee, the Unsecured Creditors’ Committee’s financial or legal advisors, any ad hoc committee in these chapter 11 cases, or the financial or legal advisors to any such ad hoc committee, and if so sent will not be counted.
6. If multiple Ballots are received from the same Holder of a Claim or Interest with respect to the same Claim or Interest prior to the Voting Deadline, the latest timely received valid Ballot will supersede and revoke any earlier received Ballots.
7. If Prime Clerk receives no votes to accept or reject the Plan with respect to any particular Class of Claims or Interests, that Class will be deemed to have voted to accept the Plan.

8. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor Prime Clerk will accept delivery of any such certificates or instruments surrendered together with a Ballot.
9. This Ballot does not constitute, and shall not be deemed to be: (a) a Proof of a Claim or Interest; or (b) an assertion or admission of a Claim or Interest.
10. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by Prime Clerk, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
11. If you hold Claims or Interests in more than one Class under the Plan or in multiple accounts, you may receive more than one Ballot coded for each different Class or account. Each Ballot votes only your Claims or Interests indicated on that Ballot. Please complete and return each Ballot you received.
12. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim or Interest; (b) any Ballot cast by a Party that does not hold a Claim or Interest in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot or Ballot that does not contain an original signature; (d) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (e) any Ballot submitted by any Entity not entitled to vote pursuant to the Solicitation Procedures.
13. If you believe you have received the wrong Ballot, you should contact Prime Clerk immediately at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or e-mail ceocballots@primeclerk.com.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT PRIME CLERK AT (855) 842-4123 WITHIN THE UNITED STATES OR CANADA OR, OUTSIDE OF THE UNITED STATES OR CANADA, BY CALLING +1 (646) 795-6969, OR E-MAIL CEOCBALLOTS@PRIMECLERK.COM.

* * * * *

Exhibit 7 - B

Ballot for Class E Secured First Lien Notes Claims

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:)	
	)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING COMPANY, INC., <u>et al.</u> ¹	)	Case No. 15-01145 (ABG)
)	
Debtors.	)	(Jointly Administered)
)	

**BALLOT FOR ACCEPTING OR REJECTING THE DEBTORS' SECOND AMENDED
JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE
BANKRUPTCY CODE**

CLASS E — SECURED FIRST LIEN NOTES CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING
BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT

To have your vote counted, you must complete, sign, and return this Ballot to your brokerage firm, bank, other nominee, or its agent (each, a "Nominee"),² with enough time to allow for your Nominee to cast your vote on a Master Ballot so that it is actually received by Prime Clerk prior to 4:00 p.m. (prevailing Central Time) on [July 8], 2016 (the "Voting Deadline"). Your Ballot must be completed, executed, and returned in accordance with the following:

IF YOU RECEIVED THE SOLICITATION PACKAGE FROM YOUR NOMINEE:

You must return this Ballot to your Nominee in accordance with the instructions provided by your Nominee.

**IF YOU RECEIVED THE SOLICITATION PACKAGE WITH A RETURN ENVELOPE
ADDRESSED TO PRIME CLERK:**

You must return this Ballot directly to Prime Clerk prior to the Voting Deadline.

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

² A "Nominee" means a bank, broker, or other nominee in whose name Securities are transferred by agreement between such nominee and the Beneficial Holder. A "Beneficial Holder" means a beneficial owner of publicly-traded securities whose Claims have not been satisfied prior to the Voting Record Date pursuant to Bankruptcy Court order or otherwise, as reflected in the records maintained by the Nominees holding through UMB Bank, N.A., Notes Trustee for the Secured First Lien Notes.

CUSIP AS INDICATED ON EXHIBIT A BY NOMINEE: _____

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) have sent this Ballot to you because the Debtors’ records indicate that you are a Holder or Beneficial Holder (collectively, a “Holder”) of a Secured First Lien Notes Claim, and accordingly, you have a right to vote to accept or reject the *Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the “Plan”).³

Your rights are described in the *Disclosure Statement for the Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the “Disclosure Statement”) and the Solicitation Procedures Order. The Disclosure Statement, the Plan, the Solicitation Procedures Order, and certain other materials contained in the First Lien Noteholder Solicitation Package are included in the packet you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact Prime Clerk LLC (“Prime Clerk”), the claims agent retained by the Debtors in these chapter 11 cases, by (a) accessing Prime Clerk’s website at <https://cases.primeclerk.com/CEOC/>, (b) writing (via first-class, overnight mail, or hand delivery) to CEOC Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, New York 10022, (c) calling (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or (d) e-mailing Prime Clerk at ceocballots@primeclerk.com.

The Bankruptcy Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact Prime Clerk at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class E (Secured First Lien Notes Claims) under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

If Prime Clerk does not receive your Ballot (or the Master Ballot cast on your behalf, as applicable) on or before the Voting Deadline of [July 8], 2016, at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, your vote will not be counted. **If the Bankruptcy Court confirms the Plan, it will bind you regardless of whether you vote.**

Item 1. Principal Amount of Secured First Lien Notes Claims.

The undersigned hereby certifies that as of the Voting Record Date, [May 9], 2016, the undersigned was the Holder of a Secured First Lien Notes Claim in the following amount (insert

³ Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

amount in box below). If your Secured First Lien Notes are held by a Nominee on your behalf and you do not know the amount of your Class E Claim, please contact your Nominee immediately.

Amount of Claim: \$ _____

Item 2. Vote on Plan.

The Holder of the Secured First Lien Notes Claims set forth in Item 1 votes to (please check one):

<p><u>ACCEPT THE PLAN</u></p> <input type="checkbox"/>	<p><u>REJECT THE PLAN</u></p> <input type="checkbox"/>
---	---

Any Ballot executed by the Holder of a Claim indicating both an acceptance and a rejection of the Plan or that does not indicate either an acceptance or rejection of the Plan will not be counted.

Item 3. IMPORTANT INFORMATION REGARDING THIRD-PARTY RELEASE.

Article VIII.C of the Plan provides for a Third-Party Release. This Third-Party Release affects your rights and expressly provides:

Effective as of the Effective Date, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each Entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including with respect to any rights or Claims that could have been asserted against the Released Parties with respect to the Guaranty and Pledge Agreement (but only to the extent released in connection with the Bank Guaranty Settlement), any derivative claims, asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors, as applicable, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors’ restructuring, the Chapter 11 Cases, the Restructuring Support Agreements, the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any debt, security, asset, right, or interest of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between

any Debtor and any Released Party, the restructuring or any alleged restructuring or reorganization of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents, or related agreements, instruments, or other documents (including the Restructuring Support Agreements and, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including, for the avoidance of doubt, all claims, Causes of Action, or liabilities arising out of or relating to the Challenged Transactions, the Caesars Cases, and the Prepetition CEC Guarantees (including but not limited to any claims under any indentures or under the Trust Indenture Act). Notwithstanding anything to the contrary in the foregoing, the Third-Party Release shall not release any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

See Article VIII.C of the Plan.

Item 4. Certifications as to Secured First Lien Notes Held in Additional Accounts.

By completing and returning this Ballot, the undersigned Holder certifies that either: (a) it has not submitted any other Ballots in respect of its Class E Claims derived from Secured First Lien Notes held in other accounts or other record names, or (b) it has provided the information specified in the following table for all other Class E Claims for which it has submitted additional Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS E SECURED FIRST LIEN NOTES CLAIMS ON A BALLOT OTHER THAN THIS BALLOT.

	Name of Holder ⁴	Account Number	Principal Amount of Secured First Lien Notes Giving Rise to Other Class E Claims Voted	CUSIP of Other Secured First Lien Notes Claims Voted
1.			\$	
2.			\$	

⁴ List your name if the Class E Claim is held by you in record name. If the Class E Claim is held in “street name” please list the name of your Nominee.

	Name of Holder ⁴	Account Number	Principal Amount of Secured First Lien Notes Giving Rise to Other Class E Claims Voted	CUSIP of Other Secured First Lien Notes Claims Voted
3.			\$	
4.			\$	
5.			\$	
6.			\$	
7.			\$	
8.			\$	
9.			\$	
10			\$	

Item 5. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

1. either: (a) it is the Holder of the Secured First Lien Notes Claim(s) being voted; or (b) it is an authorized signatory for an Entity that is a Holder of the Secured First Lien Notes Claim(s) being voted;
2. it has received a copy of the General Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. it has cast the same vote with respect to all Secured First Lien Notes Claims;
4. no other Ballots with respect to the Secured First Lien Notes Claim(s) identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such Ballots dated earlier are hereby revoked;
5. it acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of such Entity's Secured First Lien Notes Claim(s);
6. it understands and, if accepting the Plan, agrees with the treatment provided for its Claim(s) under the Plan, including granting the relevant Debtor and third-party releases stated in the the plan;

7. it acknowledges and agrees that the Debtors may make conforming changes to the Plan as may be reasonably necessary, provided that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes unless otherwise required to by the Bankruptcy Court; and
8. it acknowledges and understands that (a) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class; and (b) any Class of Claims that does not have a Holder of an Allowed Claim or Interest, or a Claim temporarily allowed for voting purposes by the Debtors or the Bankruptcy Court as of the date of the Voting Deadline, shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

[SIGNATURE PAGE FOLLOWS]

Name of Holder: _____
(Please print or type)

Social Security Number or Federal Tax
Identification Number _____

Signature: _____

Name of Signatory: _____
(If other than Holder)⁵

Title: _____

Address: _____

Date Completed: _____

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT
PROMPTLY IN THE RETURN ENVELOPE PROVIDED. YOUR BALLOT (OR THE
MASTER BALLOT CAST ON YOUR BEHALF, AS APPLICABLE) MUST BE
ACTUALLY RECEIVED BY PRIME CLERK BY THE VOTING DEADLINE, WHICH
IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON [JULY 8], 2016.**

⁵ If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

INSTRUCTIONS FOR COMPLETING BALLOTS

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.
2. The Bankruptcy Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.
3. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) sign and return the Ballot to the address set forth on the enclosed pre-addressed envelope in accordance with paragraph (4) below.
4. **Return of Ballots:** The Master Ballot incorporating the vote cast on your Ballot must be returned to Prime Clerk, so as to be **actually received** by Prime Clerk on or before the Voting Deadline, which is 4:00 p.m. (prevailing Central Time) on **[July 8], 2016**. To ensure your vote is counted toward confirmation of the Plan, please read the following information carefully so that you understand where your Ballot must be sent in order for it to be received before the Voting Deadline:
 - a. If you have a Nominee: You must return your Ballot in the return envelope addressed to your Nominee so that it is directly returned to your Nominee according to the accompanying instructions provided by your Nominee, and in any event in sufficient time to permit your Nominee to deliver a Master Ballot including your vote to Prime Clerk prior to the Voting Deadline.
 - b. If you received a return envelope addressed to Prime Clerk: You must return your Ballot in the return envelope addressed directly to Prime Clerk, so as to be actually received by Prime Clerk on or before the Voting Deadline.
5. You must vote all of your Claims or Interests within a particular Class either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, if a Holder has multiple Claims or Interests within the same Class, the Debtors may, in his discretion, aggregate the Claims or Interests of any particular Holder within a Class for the purpose of counting votes.
6. If a Ballot or a Master Ballot incorporating a Ballot cast by a Beneficial Holder, as applicable, is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise. The method of delivery of Ballots to Prime Clerk is at the election and risk of each holder of a Claim or Interest. Except as otherwise provided herein, such delivery will be deemed made only when Prime Clerk actually receives the originally executed Ballot. Instead of effecting delivery by mail, it is recommended, though not required, that Holders use an overnight or hand delivery service. In all cases, Holders should allow sufficient time to assure timely delivery.

- Delivery of a Ballot to Prime Clerk by facsimile, e-mail, or any electronic means aside from Prime Clerk's E-Balloting platform shall not be valid. No Ballot should be sent to any of the Debtors, the Debtors' agents (other than Prime Clerk), the Debtors' financial or legal advisors, the Second Priority Noteholders Committee, the Second Priority Noteholders Committee's financial or legal advisors, the Unsecured Creditors' Committee, the Unsecured Creditors' Committee's financial or legal advisors, any ad hoc committee in these chapter 11 cases, or the financial or legal advisors to any such ad hoc committee, and if so sent will not be counted.
7. If multiple Ballots are received from the same Holder of a Claim or Interest with respect to the same Claim or Interest prior to the Voting Deadline, the latest timely received valid Ballot will supersede and revoke any earlier received Ballots.
 8. If Prime Clerk receives no votes to accept or reject the Plan with respect to any particular Class of Claims or Interests, that Class will be deemed to have voted to accept the Plan.
 9. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor Prime Clerk will accept delivery of any such certificates or instruments surrendered together with a Ballot.
 10. This Ballot does not constitute, and shall not be deemed to be: (a) a Proof of a Claim or Interest; or (b) an assertion or admission of a Claim or Interest.
 11. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by Prime Clerk, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
 12. If you hold Claims or Interests in more than one Class under the Plan or in multiple accounts, you may receive more than one Ballot coded for each different Class or account. Each Ballot votes only your Claims or Interests indicated on that Ballot. Please complete and return each Ballot you received.
 13. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim or Interest; (b) any Ballot cast by a Party that does not hold a Claim or Interest in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot; (d) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (e) any Ballot submitted by any Entity not entitled to vote pursuant to the Solicitation Procedures.

14. If you believe you have received the wrong Ballot, you should contact Prime Clerk immediately at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or e-mail ceocballots@primeclerk.com.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT PRIME CLERK AT (855) 842-4123 WITHIN THE UNITED STATES OR CANADA OR, OUTSIDE OF THE UNITED STATES OR CANADA, BY CALLING +1 (646) 795-6969, OR E-MAIL CEOCBALLOTS@PRIMECLERK.COM.

* * * * *

EXHIBIT A

Your Nominee may have checked a box below to indicate the CUSIP/ISIN to which this Ballot pertains, or otherwise provided that information to you on a label or schedule attached to the Ballot.

Secured First Lien Notes Claims	
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]

Exhibit 7 - C

**Ballot for Class F Unsecured Claims
(General Unsecured Claims)**

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:	)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING COMPANY, INC., <u>et al.</u> ¹	)	Case No. 15-01145 (ABG)
)	
Debtors.	)	(Jointly Administered)

**BALLOT FOR ACCEPTING OR REJECTING THE DEBTORS' SECOND AMENDED
JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE
BANKRUPTCY CODE**

CLASS F — UNSECURED CLAIMS (GENERAL UNSECURED CLAIMS)

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING
BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT

THIS BALLOT MUST BE ACTUALLY RECEIVED BY **[JULY 8]**, 2016, AT 4:00 P.M.
(PREVAILING CENTRAL TIME) (THE "VOTING DEADLINE")

The above-captioned debtors and debtors in possession (collectively, the "Debtors") have sent this Ballot to you because the Debtors' records indicate that you are a Holder of an Unsecured Claim (General Unsecured Claim), and accordingly, you have a right to vote to accept or reject the *Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the "Plan").²

Your rights are described in the *Disclosure Statement for the Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the "Disclosure Statement") and the Solicitation Procedures Order. The Disclosure Statement, the Plan, the Solicitation Procedures Order, and certain other materials contained in the General Solicitation Package are included in the packet you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact Prime Clerk LLC ("Prime Clerk"), the claims agent retained by the Debtors in these chapter 11 cases, by (a) accessing Prime Clerk's website at <https://cases.primeclerk.com/CEOC/>, (b) writing (via first-class,

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC/>.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

overnight mail, or hand delivery) to CEOC Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, New York 10022, (c) calling (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or (d) e-mailing Prime Clerk at ceocballots@primeclerk.com.

The Bankruptcy Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact Prime Clerk at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class F (Unsecured Claims) under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

If Prime Clerk does not receive your Ballot on or before the Voting Deadline of [July 8], 2016, at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, your vote will not be counted. **If the Bankruptcy Court confirms the Plan, it will bind you regardless of whether you vote.**

Item 1. Principal Amount of Unsecured Claims.

The undersigned hereby certifies that as of the Voting Record Date, [May 9], 2016, the undersigned was the Holder of an Unsecured Claim in the following amount (insert amount in box below):

Amount of Claim: \$ _____

Item 2. Vote on Plan.

The Holder of the Unsecured Claims set forth in Item 1 votes to (please check one):

<u>ACCEPT THE PLAN</u> <input type="checkbox"/>	<u>REJECT THE PLAN</u> <input type="checkbox"/>
---	---

Any Ballot executed by the Holder of a Claim indicating both an acceptance and a rejection of the Plan or that does not indicate either an acceptance or rejection of the Plan will not be counted.

Item 3. IMPORTANT INFORMATION REGARDING THIRD-PARTY RELEASE.

Article VIII.C of the Plan provides for a Third-Party Release. This Third-Party Release affects your rights and expressly provides:

Effective as of the Effective Date, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each Entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including with respect to any rights or Claims that could have been asserted against the Released Parties with respect to the Guaranty and Pledge Agreement (but only to the extent released in connection with the Bank Guaranty Settlement), any derivative claims, asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors, as applicable, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the Restructuring Support Agreements, the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any debt, security, asset, right, or interest of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring or any alleged restructuring or reorganization of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents, or related agreements, instruments, or other documents (including the Restructuring Support Agreements and, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including, for the avoidance of doubt, all claims, Causes of Action, or liabilities arising out of or relating to the Challenged Transactions, the Caesars Cases, and the Prepetition CEC Guarantees (including but not limited to any claims under any indentures or under the Trust Indenture Act). Notwithstanding anything to the contrary in the foregoing, the Third-Party Release shall not release any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

See Article VIII.C of the Plan.

Item 4. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

1. either: (a) it is the holder of the Unsecured Claims being voted; or (b) it is an authorized signatory for an Entity that is a Holder of the General Unsecured Claims being voted;
2. it has received a copy of the General Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. it has cast the same vote with respect to all Unsecured Claims;
4. no other Ballots with respect to the Unsecured Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such Ballots dated earlier are hereby revoked;
5. it acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of such Entity's Unsecured Claims;
6. it understands and, if accepting the Plan, agrees with the treatment provided for its Claim(s) under the Plan, including granting the relevant Debtor and third-party releases stated in the the plan;
7. it acknowledges and agrees that the Debtors may make conforming changes to the Plan as may be reasonably necessary, provided that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes unless otherwise required to by the Bankruptcy Court; and
8. it acknowledges and understands that (a) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class; and (b) any Class of Claims that does not have a Holder of an Allowed Claim or Interest, or a Claim temporarily allowed for voting purposes by the Debtors or the Bankruptcy Court as of the date of the Voting Deadline, shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

[SIGNATURE PAGE FOLLOWS]

Name of Holder: _____
(Please print or type)

Social Security Number or Federal Tax
Identification Number _____

Signature: _____

Name of Signatory: _____
(If other than Holder)³

Title: _____

Address: _____

E-mail address: _____

Date Completed: _____

[RETURN INSTRUCTIONS FOLLOW]

³ If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT
PROMPTLY IN THE RETURN ENVELOPE PROVIDED OR BY ONLY ONE OF THE
FOLLOWING APPROVED METHODS:**

VIA REGULAR MAIL, OVERNIGHT, OR HAND DELIVERY TO:

**CEOC BALLOT PROCESSING
C/O PRIME CLERK LLC
830 THIRD AVENUE, 3RD FLOOR
NEW YORK, NEW YORK 10022**

VIA ONLINE TRANSMISSION

Please visit <https://cases.primeclerk.com/CEOC/>. Click on the “E-Ballot” section of the Debtors’ website and follow the directions to submit your E-Ballot. If you choose to submit your Ballot via Prime Clerk’s E-Ballot system, you should **NOT** also return a hard copy of your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized E-Ballot: Unique E-Ballot ID#: _____

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of you electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable

“E-Balloting” is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile or email will not be counted.

**YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING DEADLINE,
WHICH IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON [July 8], 2016.**

INSTRUCTIONS FOR COMPLETING BALLOTS

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “Ballot Instructions”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.
2. The Bankruptcy Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.
3. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) sign and return the Ballot to the address set forth on the enclosed pre-addressed envelope. The Voting Deadline for the receipt of Ballots by Prime Clerk is 4:00 p.m. (prevailing Central Time) on **[July 8], 2016**. Your completed Ballot must be received by Prime Clerk on or before the Voting Deadline.
4. You must vote all of your Claims or Interests within a particular Class either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, if a Holder has multiple Claims or Interests within the same Class, the Debtors may, in his discretion, aggregate the Claims or Interests of any particular Holder within a Class for the purpose of counting votes.
5. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise. The method of delivery of Ballots to Prime Clerk is at the election and risk of each holder of a Claim or Interest. Except as otherwise provided herein, such delivery will be deemed made only when Prime Clerk actually receives the originally executed Ballot. Instead of effecting delivery by mail, it is recommended, though not required, that Holders use an overnight or hand delivery service. In all cases, Holders should allow sufficient time to assure timely delivery. Delivery of a Ballot to Prime Clerk by facsimile, e-mail, or any electronic means aside from Prime Clerk’s E-Balloting platform shall not be valid. No Ballot should be sent to any of the Debtors, the Debtors’ agents (other than Prime Clerk), the Debtors’ financial or legal advisors, the Second Priority Noteholders Committee, the Second Priority Noteholders Committee’s financial or legal advisors, the Unsecured Creditors’ Committee, the Unsecured Creditors’ Committee’s financial or legal advisors, any ad hoc committee in these chapter 11 cases, or the financial or legal advisors to any such ad hoc committee, and if so sent will not be counted.
6. If multiple Ballots are received from the same Holder of a Claim or Interest with respect to the same Claim or Interest prior to the Voting Deadline, the latest timely received valid Ballot will supersede and revoke any earlier received Ballots.

7. If Prime Clerk receives no votes to accept or reject the Plan with respect to any particular Class of Claims or Interests, that Class will be deemed to have voted to accept the Plan.
8. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor Prime Clerk will accept delivery of any such certificates or instruments surrendered together with a Ballot.
9. This Ballot does not constitute, and shall not be deemed to be: (a) a Proof of a Claim or Interest; or (b) an assertion or admission of a Claim or Interest.
10. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by Prime Clerk, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
11. If you hold Claims or Interests in more than one Class under the Plan or in multiple accounts, you may receive more than one Ballot coded for each different Class or account. Each Ballot votes only your Claims or Interests indicated on that Ballot. Please complete and return each Ballot you received.
12. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim or Interest; (b) any Ballot cast by a Party that does not hold a Claim or Interest in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot or Ballot that does not contain an original signature; (d) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (e) any Ballot submitted by any Entity not entitled to vote pursuant to the Solicitation Procedures.
13. If you believe you have received the wrong Ballot, you should contact Prime Clerk immediately at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or e-mail ceocballots@primeclerk.com.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT PRIME CLERK AT (855) 842-4123 WITHIN THE UNITED STATES OR CANADA OR, OUTSIDE OF THE UNITED STATES OR CANADA, BY CALLING +1 (646) 795-6969, OR E-MAIL CEOCBALLOTS@PRIMECLERK.COM.

* * * * *

Exhibit 7 - D

**Ballot for Class F Unsecured Claims
(First Lien Notes Deficiency Claims)**

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:	)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING COMPANY, INC., <u>et al.</u> ¹	)	Case No. 15-01145 (ABG)
)	
Debtors.	)	(Jointly Administered)
)	

**BALLOT FOR ACCEPTING OR REJECTING THE DEBTORS' SECOND AMENDED
JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE
BANKRUPTCY CODE**

CLASS F — UNSECURED CLAIMS (FIRST LIEN NOTES DEFICIENCY CLAIMS)

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING
BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT

To have your vote counted, you must complete, sign, and return this Ballot to your brokerage firm, bank, other nominee, or its agent (each, a "Nominee"),² with enough time to allow for your Nominee to cast your vote on a Master Ballot so that it is actually received by Prime Clerk prior to 4:00 p.m. (prevailing Central Time) on [July 8], 2016 (the "Voting Deadline"). Your Ballot must be completed, executed, and returned in accordance with the following:

IF YOU RECEIVED THE SOLICITATION PACKAGE FROM YOUR NOMINEE:

You must return this Ballot to your Nominee in accordance with the instructions provided by your Nominee.

**IF YOU RECEIVED THE SOLICITATION PACKAGE WITH A RETURN ENVELOPE
ADDRESSED TO PRIME CLERK:**

You must return this Ballot directly to Prime Clerk prior to the Voting Deadline.

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

² A "Nominee" means a bank, broker, or other nominee in whose name Securities are transferred by agreement between such nominee and the Beneficial Holder. A "Beneficial Holder" means a beneficial owner of publicly-traded securities whose Claims have not been satisfied prior to the Voting Record Date pursuant to Bankruptcy Court order or otherwise, as reflected in the records maintained by the Nominees holding through UMB Bank, N.A., Notes Trustee for the Secured First Lien Notes.

CUSIP AS INDICATED ON EXHIBIT A BY NOMINEE: _____

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) have sent this Ballot to you because the Debtors’ records indicate that you are a Holder or Beneficial Holder (collectively, a “Holder”) of an Unsecured Claim (First Lien Notes Deficiency Claim), and accordingly, you have a right to vote to accept or reject the *Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the “Plan”).³

Your rights are described in the *Disclosure Statement for the Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the “Disclosure Statement”) and the Solicitation Procedures Order. The Disclosure Statement, the Plan, the Solicitation Procedures Order, and certain other materials contained in the General Solicitation Package are included in the packet you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact Prime Clerk LLC (“Prime Clerk”), the claims agent retained by the Debtors in these chapter 11 cases, by (a) accessing Prime Clerk’s website at <https://cases.primeclerk.com/CEOC/>, (b) writing (via first-class, overnight mail, or hand delivery) to CEOC Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, New York 10022, (c) calling (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or (d) e-mailing Prime Clerk at ceocballots@primeclerk.com.

The Bankruptcy Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact Prime Clerk at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class F Unsecured Claims (First Lien Notes Deficiency Claims) under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

If Prime Clerk does not receive your Ballot (or the Master Ballot cast on your behalf, as applicable) on or before the Voting Deadline of [July 8], 2016, at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, your vote will not be counted. **If the Bankruptcy Court confirms the Plan, it will bind you regardless of whether you vote.**

³ Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

Item 1. Principal Amount of Unsecured Claims (First Lien Notes Deficiency Claims).

The undersigned hereby certifies that as of the Voting Record Date, [July 8], 2016, the undersigned was the Holder of an Unsecured Claim (First Lien Notes Deficiency Claim) in the following amount (insert amount in box below). If your First Lien Notes are held by a Nominee on your behalf and you do not know the amount of your Class F Claim, please contact your Nominee immediately.

Amount of Claim: \$ _____

Item 2. Vote on Plan.

The Holder of the Unsecured Claims set forth in Item 1 votes to (please check one):

<u>ACCEPT THE PLAN</u> <input type="checkbox"/>	<u>REJECT THE PLAN</u> <input type="checkbox"/>
---	---

Any Ballot executed by the Holder of a Claim indicating both an acceptance and a rejection of the Plan or that does not indicate either an acceptance or rejection of the Plan will not be counted.

Item 3. IMPORTANT INFORMATION REGARDING THIRD-PARTY RELEASE.

Article VIII.C of the Plan provides for a Third-Party Release. This Third-Party Release affects your rights and expressly provides:

Effective as of the Effective Date, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each Entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including with respect to any rights or Claims that could have been asserted against the Released Parties with respect to the Guaranty and Pledge Agreement (but only to the extent released in connection with the Bank Guaranty Settlement), any derivative claims, asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors, as applicable, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors’ restructuring, the Chapter 11

Cases, the Restructuring Support Agreements, the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any debt, security, asset, right, or interest of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring or any alleged restructuring or reorganization of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents, or related agreements, instruments, or other documents (including the Restructuring Support Agreements and, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including, for the avoidance of doubt, all claims, Causes of Action, or liabilities arising out of or relating to the Challenged Transactions, the Caesars Cases, and the Prepetition CEC Guarantees (including but not limited to any claims under any indentures or under the Trust Indenture Act). Notwithstanding anything to the contrary in the foregoing, the Third-Party Release shall not release any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

See Article VIII.C of the Plan.

Item 4. Certifications as to Unsecured Claims (First Lien Notes Deficiency Claims) Held in Additional Accounts.

By completing and returning this Ballot, the undersigned Holder certifies that either: (a) it has not submitted any other Ballots in respect of its Class F Claims derived from deficiency claims on First Lien Notes held in other accounts or other record names, or (b) it has provided the information specified in the following table for all other Class F Claims for which it has submitted additional Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS F UNSECURED CLAIMS (FIRST LIEN NOTES DEFICIENCY CLAIMS) ON A BALLOT OTHER THAN THIS BALLOT.

Name of Holder ⁴	Account Number	Principal Amount of First Lien Notes Deficiency Claims Giving Rise to Other Class F Claims Voted	CUSIP of Other First Lien Notes Deficiency Claims Voted
1.		\$	
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
7.		\$	
8.		\$	
9.		\$	
10.		\$	

Item 5. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

1. either: (a) it is the holder of the General Unsecured Claims being voted; or (b) it is an authorized signatory for an Entity that is a Holder of the General Unsecured Claims being voted;
2. it has received a copy of the General Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. it has cast the same vote with respect to all General Unsecured Claims;
4. no other Ballots with respect to the General Unsecured Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such Ballots dated earlier are hereby revoked;

⁴ List your name if the Class F Claim is held by you in record name. If the Class F Claim is held in “street name” please list the name of your Nominee.

5. it acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of such Entity's General Unsecured Claims;
6. it understands and, if accepting the Plan, agrees with the treatment provided for its Claim(s) under the Plan, including granting the relevant Debtor and third-party releases stated in the the plan;
7. it acknowledges and agrees that the Debtors may make conforming changes to the Plan as may be reasonably necessary, provided that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes unless otherwise required to by the Bankruptcy Court; and
8. it acknowledges and understands that (a) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class; and (b) any Class of Claims that does not have a Holder of an Allowed Claim or Interest, or a Claim temporarily allowed for voting purposes by the Debtors or the Bankruptcy Court as of the date of the Voting Deadline, shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

[SIGNATURE PAGE FOLLOWS]

Name of Holder: _____
(Please print or type)

Social Security Number or Federal Tax
Identification Number _____

Signature: _____

Name of Signatory: _____
(If other than Holder)⁵

Title: _____

Address: _____

Date Completed: _____

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT
PROMPTLY IN THE RETURN ENVELOPE PROVIDED. YOUR BALLOT (OR THE
MASTER BALLOT CAST ON YOUR BEHALF, AS APPLICABLE) MUST BE
ACTUALLY RECEIVED BY PRIME CLERK BY THE VOTING DEADLINE, WHICH
IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON [JULY 8], 2016.**

⁵ If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

INSTRUCTIONS FOR COMPLETING BALLOTS

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “Ballot Instructions”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.
2. The Bankruptcy Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.
3. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) sign and return the Ballot to the address set forth on the enclosed pre-addressed envelope in accordance with paragraph (4) below.
4. **Return of Ballots:** The Master Ballot incorporating the vote cast on your Ballot **must** be returned to Prime Clerk, so as to be **actually received** by Prime Clerk on or before the Voting Deadline, which is 4:00 p.m. (prevailing Central Time) on **[July 8], 2016**. To ensure your vote is counted toward confirmation of the Plan, please read the following information carefully so that you understand where your Ballot must be sent in order for it to be received before the Voting Deadline:
 - a. If you have a Nominee: You must return your Ballot in the return envelope addressed to your Nominee so that it is directly returned to your Nominee according to the accompanying instructions provided by your Nominee, and in any event in sufficient time to permit your Nominee to deliver a Master Ballot including your vote to Prime Clerk prior to the Voting Deadline.
 - b. If you received a return envelope addressed to Prime Clerk: You must return your Ballot in the return envelope addressed directly to Prime Clerk, so as to be actually received by Prime Clerk on or before the Voting Deadline.
5. You must vote all of your Claims or Interests within a particular Class either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, if a Holder has multiple Claims or Interests within the same Class, the Debtors may, in his discretion, aggregate the Claims or Interests of any particular Holder within a Class for the purpose of counting votes.
6. If a Ballot or a Master Ballot incorporating a Ballot cast by a Beneficial Holder, as applicable, is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise. The method of delivery of Ballots to Prime Clerk is at the election and risk of each holder of a Claim or Interest. Except as otherwise provided herein, such delivery will be deemed made only when Prime Clerk actually receives the originally executed Ballot. Instead of effecting delivery by mail, it is recommended, though not required, that Holders use an overnight or hand delivery service. In all cases, Holders should allow sufficient

time to assure timely delivery. Delivery of a Ballot to Prime Clerk by facsimile, e-mail, or any electronic means aside from Prime Clerk's E-Balloting platform shall not be valid. No Ballot should be sent to any of the Debtors, the Debtors' agents (other than Prime Clerk), the Debtors' financial or legal advisors, the Second Priority Noteholders Committee, the Second Priority Noteholders Committee's financial or legal advisors, the Unsecured Creditors' Committee, the Unsecured Creditors' Committee's financial or legal advisors, any ad hoc committee in these chapter 11 cases, or the financial or legal advisors to any such ad hoc committee, and if so sent will not be counted.

7. If multiple Ballots are received from the same Holder of a Claim or Interest with respect to the same Claim or Interest prior to the Voting Deadline, the latest timely received valid Ballot will supersede and revoke any earlier received Ballots.
8. If Prime Clerk receives no votes to accept or reject the Plan with respect to any particular Class of Claims or Interests, that Class will be deemed to have voted to accept the Plan.
9. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor Prime Clerk will accept delivery of any such certificates or instruments surrendered together with a Ballot.
10. This Ballot does not constitute, and shall not be deemed to be: (a) a Proof of a Claim or Interest; or (b) an assertion or admission of a Claim or Interest.
11. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by Prime Clerk, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
12. If you hold Claims or Interests in more than one Class under the Plan or in multiple accounts, you may receive more than one Ballot coded for each different Class or account. Each Ballot votes only your Claims or Interests indicated on that Ballot. Please complete and return each Ballot you received.
13. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim or Interest; (b) any Ballot cast by a Party that does not hold a Claim or Interest in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot; (d) any Ballot not marked

to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (e) any Ballot submitted by any Entity not entitled to vote pursuant to the Solicitation Procedures.

14. If you believe you have received the wrong Ballot, you should contact Prime Clerk immediately at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or e-mail ceocballots@primeclerk.com.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT PRIME CLERK AT (855) 842-4123 WITHIN THE UNITED STATES OR CANADA OR, OUTSIDE OF THE UNITED STATES OR CANADA, BY CALLING +1 (646) 795-6969, OR E-MAIL CEOCBALLOTS@PRIMECLERK.COM.

* * * * *

EXHIBIT A

Your Nominee may have checked a box below to indicate the CUSIP/ISIN to which this Ballot pertains, or otherwise provided that information to you on a label or schedule attached to the Ballot.

Secured First Lien Notes Claims	
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]

Exhibit 7 - E

**Ballot for Class F Unsecured Claims
(Second Lien Notes Claims)**

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:)	
	)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING COMPANY, INC., <u>et al.</u> ¹	)	Case No. 15-01145 (ABG)
)	
Debtors.	)	(Jointly Administered)

**BALLOT FOR ACCEPTING OR REJECTING THE DEBTORS' SECOND AMENDED
JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE
BANKRUPTCY CODE**

CLASS F — UNSECURED CLAIMS (SECOND LIEN NOTES CLAIMS)

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING
BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT

To have your vote counted, you must complete, sign, and return this Ballot to your brokerage firm, bank, other nominee, or its agent (each, a "Nominee"),² with enough time to allow for your Nominee to cast your vote on a Master Ballot so that it is actually received by Prime Clerk prior to 4:00 p.m. (prevailing central time) on [July 8], 2016 (the "Voting Deadline"). Your Ballot must be completed, executed, and returned in accordance with the following:

IF YOU RECEIVED THE SOLICITATION PACKAGE FROM YOUR NOMINEE:

You must return this Ballot to your Nominee in accordance with the instructions provided by your Nominee.

**IF YOU RECEIVED THE SOLICITATION PACKAGE WITH A RETURN ENVELOPE
ADDRESSED TO PRIME CLERK:**

You must return this Ballot directly to Prime Clerk prior to the Voting Deadline.

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

² A "Nominee" means a bank, broker, or other nominee in whose name Securities are transferred by agreement between such nominee and the Beneficial Holder. A "Beneficial Holder" means a beneficial owner of publicly-traded securities whose Claims have not been satisfied prior to the Voting Record Date pursuant to Bankruptcy Court order or otherwise, as reflected in the records maintained by the Nominees holding through BOKF, N.A. or Wilmington Trust, N.A., Notes Trustees for the and 12.75% and 10.00% Second Lien Notes, respectively.

CUSIP AS INDICATED ON EXHIBIT A BY NOMINEE: _____

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) have sent this Ballot to you because the Debtors’ records indicate that you are a Holder or Beneficial Holder (collectively, a “Holder”) of an Unsecured Claim (Second Lien Notes Claim), and accordingly, you have a right to vote to accept or reject the *Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the “Plan”).³

Your rights are described in the *Disclosure Statement for the Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the “Disclosure Statement”) and the Solicitation Procedures Order. The Disclosure Statement, the Plan, the Solicitation Procedures Order, and certain other materials contained in the General Solicitation Package are included in the packet you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact Prime Clerk LLC (“Prime Clerk”), the claims agent retained by the Debtors in these chapter 11 cases, by (a) accessing Prime Clerk’s website at <https://cases.primeclerk.com/CEOC/>, (b) writing (via first-class, overnight mail, or hand delivery) to CEOC Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, New York 10022, (c) calling (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or (d) e-mailing Prime Clerk at ceocballots@primeclerk.com.

The Bankruptcy Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact Prime Clerk at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class F Unsecured Claims (Second Lien Notes Claims) under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

If Prime Clerk does not receive your Ballot (or the Master Ballot cast on your behalf, as applicable) on or before the Voting Deadline of [July 8], 2016, at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, your vote will not be counted. **If the Bankruptcy Court confirms the Plan, it will bind you regardless of whether you vote.**

³ Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

Item 1. Principal Amount of Unsecured Claims (Second Lien Notes Claims).

The undersigned hereby certifies that as of the Voting Record Date, [May 9], 2016, the undersigned was the Holder of an Unsecured Claim (Second Lien Notes Claim) in the following amount (insert amount in box below). If your Second Lien Notes are held by a Nominee on your behalf and you do not know the amount of your Class F Claim, please contact your Nominee immediately.

Amount of Claim: \$ _____

Item 2. Vote on Plan.

The Holder of the Unsecured Claims (Second Lien Notes) set forth in Item 1 votes to (please check one):

<u>ACCEPT THE PLAN</u> <input type="checkbox"/>	<u>REJECT THE PLAN</u> <input type="checkbox"/>
---	---

Any Ballot executed by the Holder of a Claim indicating both an acceptance and a rejection of the Plan or that does not indicate either an acceptance or rejection of the Plan will not be counted.

Item 3. IMPORTANT INFORMATION REGARDING THIRD-PARTY RELEASE.

Article VIII.C of the Plan provides for a Third-Party Release. This Third-Party Release affects your rights and expressly provides:

Effective as of the Effective Date, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each Entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including with respect to any rights or Claims that could have been asserted against the Released Parties with respect to the Guaranty and Pledge Agreement (but only to the extent released in connection with the Bank Guaranty Settlement), any derivative claims, asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors, as applicable, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11

Cases, the Restructuring Support Agreements, the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any debt, security, asset, right, or interest of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring or any alleged restructuring or reorganization of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents, or related agreements, instruments, or other documents (including the Restructuring Support Agreements and, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including, for the avoidance of doubt, all claims, Causes of Action, or liabilities arising out of or relating to the Challenged Transactions, the Caesars Cases, and the Prepetition CEC Guarantees (including but not limited to any claims under any indentures or under the Trust Indenture Act). Notwithstanding anything to the contrary in the foregoing, the Third-Party Release shall not release any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

See Article VIII.C of the Plan.

Item 4. Certifications as to Unsecured Claims (Second Lien Notes Claims) Held in Additional Accounts.

By completing and returning this Ballot, the undersigned Holder certifies that either: (a) it has not submitted any other Ballots in respect of its Class F Claims derived from Second Lien Notes held in other accounts or other record names, or (b) it has provided the information specified in the following table for all other Class F Claims for which it has submitted additional Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS F CLAIMS
ON A BALLOT OTHER THAN THIS BALLOT.

Name of Holder ⁴	Account Number	Principal Amount of Second Lien Notes Giving Rise to Other Class F Claims Voted	CUSIP of Other Second Lien Notes Claims Voted
1.		\$	
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
7.		\$	
8.		\$	
9.		\$	
10.		\$	

Item 5. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

1. either: (a) it is the holder of the Unsecured Claims being voted; or (b) it is an authorized signatory for an Entity that is a Holder of the Unsecured Claims being voted;
2. it has received a copy of the General Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. it has cast the same vote with respect to all Unsecured Claims;
4. no other Ballots with respect to the Unsecured Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such Ballots dated earlier are hereby revoked;

⁴ List your name if the Class F Claim is held by you in record name. If the Class F Claim is held in “street name” please list the name of your Nominee.

5. it acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of such Entity's Unsecured Claims;
6. it understands and, if accepting the Plan, agrees with the treatment provided for its Claim(s) under the Plan, including granting the relevant Debtor and third-party releases stated in the the plan;
7. it acknowledges and agrees that the Debtors may make conforming changes to the Plan as may be reasonably necessary, provided that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes unless otherwise required to by the Bankruptcy Court; and
8. it acknowledges and understands that (a) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class; and (b) any Class of Claims that does not have a Holder of an Allowed Claim or Interest, or a Claim temporarily allowed for voting purposes by the Debtors or the Bankruptcy Court as of the date of the Voting Deadline, shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

[SIGNATURE PAGE FOLLOWS]

Name of Holder: _____
(Please print or type)

Social Security Number or Federal Tax
Identification Number _____

Signature: _____

Name of Signatory: _____
(If other than Holder)⁵

Title: _____

Address: _____

Date Completed: _____

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT
PROMPTLY IN THE RETURN ENVELOPE PROVIDED. YOUR BALLOT (OR THE
MASTER BALLOT CAST ON YOUR BEHALF, AS APPLICABLE) MUST BE
ACTUALLY RECEIVED BY PRIME CLERK BY THE VOTING DEADLINE, WHICH
IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON [JULY 8], 2016.**

⁵ If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

INSTRUCTIONS FOR COMPLETING BALLOTS

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “Ballot Instructions”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.
2. The Bankruptcy Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.
3. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) sign and return the Ballot to the address set forth on the enclosed pre-addressed envelope in accordance with paragraph (4) below.
4. **Return of Ballots:** The Master Ballot incorporating the vote cast on your Ballot must be returned to Prime Clerk, so as to be **actually received** by Prime Clerk on or before the Voting Deadline, which is 4:00 p.m. (prevailing Central Time) on **[July 8], 2016**. To ensure your vote is counted toward confirmation of the Plan, please read the following information carefully so that you understand where your Ballot must be sent in order for it to be received before the Voting Deadline:
 - c. If you have a Nominee: You must return your Ballot in the return envelope addressed to your Nominee so that it is directly returned to your Nominee according to the accompanying instructions provided by your Nominee, and in any event in sufficient time to permit your Nominee to deliver a Master Ballot including your vote to Prime Clerk prior to the Voting Deadline.
 - d. If you received a return envelope addressed to Prime Clerk: You must return your Ballot in the return envelope addressed directly to Prime Clerk, so as to be actually received by Prime Clerk on or before the Voting Deadline.
5. You must vote all of your Claims or Interests within a particular Class either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, if a Holder has multiple Claims or Interests within the same Class, the Debtors may, in his discretion, aggregate the Claims or Interests of any particular Holder within a Class for the purpose of counting votes.
6. If a Ballot or a Master Ballot incorporating a Ballot cast by a Beneficial Holder, as applicable, is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise. The method of delivery of Ballots to Prime Clerk is at the election and risk of each holder of a Claim or Interest. Except as otherwise provided herein, such delivery will be deemed made only when Prime Clerk actually receives the originally executed Ballot. Instead of effecting delivery by mail, it is recommended, though not required, that Holders use an

overnight or hand delivery service. In all cases, Holders should allow sufficient time to assure timely delivery. Delivery of a Ballot to Prime Clerk by facsimile, e-mail, or any electronic means aside from Prime Clerk's E-Balloting platform shall not be valid. No Ballot should be sent to any of the Debtors, the Debtors' agents (other than Prime Clerk), the Debtors' financial or legal advisors, the Second Priority Noteholders Committee, the Second Priority Noteholders Committee's financial or legal advisors, the Unsecured Creditors' Committee, the Unsecured Creditors' Committee's financial or legal advisors, any ad hoc committee in these chapter 11 cases, or the financial or legal advisors to any such ad hoc committee, and if so sent will not be counted.

7. If multiple Ballots are received from the same Holder of a Claim or Interest with respect to the same Claim or Interest prior to the Voting Deadline, the latest timely received valid Ballot will supersede and revoke any earlier received Ballots.
8. If Prime Clerk receives no votes to accept or reject the Plan with respect to any particular Class of Claims or Interests, that Class will be deemed to have voted to accept the Plan.
9. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor Prime Clerk will accept delivery of any such certificates or instruments surrendered together with a Ballot.
10. This Ballot does not constitute, and shall not be deemed to be: (a) a Proof of a Claim or Interest; or (b) an assertion or admission of a Claim or Interest.
11. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by Prime Clerk, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
12. If you hold Claims or Interests in more than one Class under the Plan or in multiple accounts, you may receive more than one Ballot coded for each different Class or account. Each Ballot votes only your Claims or Interests indicated on that Ballot. Please complete and return each Ballot you received.
13. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim or Interest; (b) any Ballot cast by a Party that does not hold a Claim or Interest in a Class that

is entitled to vote on the Plan; (c) any unsigned Ballot; (d) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (e) any Ballot submitted by any Entity not entitled to vote pursuant to the Solicitation Procedures.

14. If you believe you have received the wrong Ballot, you should contact Prime Clerk immediately at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or e-mail ceocballots@primeclerk.com.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT PRIME CLERK AT (855) 842-4123 WITHIN THE UNITED STATES OR CANADA OR, OUTSIDE OF THE UNITED STATES OR CANADA, BY CALLING +1 (646) 795-6969, OR E-MAIL CEOCBALLOTS@PRIMECLERK.COM.

* * * * *

EXHIBIT A

Your Nominee may have checked a box below to indicate the CUSIP/ISIN to which this Ballot pertains, or otherwise provided that information to you on a label or schedule attached to the Ballot.

Second Lien Notes Claims	
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]

Exhibit 7 - F

**Ballot for Class F Unsecured Claims
(Senior Unsecured Notes Claims)**

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:	)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING	)	Case No. 15-01145 (ABG)
COMPANY, INC., <u>et al.</u> ¹)	
)	
Debtors.	)	(Jointly Administered)

**BALLOT FOR ACCEPTING OR REJECTING THE DEBTORS' SECOND AMENDED
JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE
BANKRUPTCY CODE**

CLASS F — UNSECURED CLAIMS (SENIOR UNSECURED NOTES CLAIMS)

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING
BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT

To have your vote counted, you must complete, sign, and return this Ballot to your brokerage firm, bank, other nominee, or its agent (each, a "Nominee"),² with enough time to allow for your Nominee to cast your vote on a Master Ballot so that it is actually received by Prime Clerk prior to 4:00 p.m. (prevailing Central Time) on [July 8], 2016 (the "Voting Deadline"). Your Ballot must be completed, executed, and returned in accordance with the following:

IF YOU RECEIVED THE SOLICITATION PACKAGE FROM YOUR NOMINEE:

You must return this Ballot to your Nominee in accordance with the instructions provided by your Nominee.

**IF YOU RECEIVED THE SOLICITATION PACKAGE WITH A RETURN ENVELOPE
ADDRESSED TO PRIME CLERK:**

You must return this Ballot directly to Prime Clerk prior to the Voting Deadline.

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

² A "Nominee" means a bank, broker, or other nominee in whose name Securities are transferred by agreement between such nominee and the Beneficial Holder. A "Beneficial Holder" means a beneficial owner of publicly-traded securities whose Claims have not been satisfied prior to the Voting Record Date pursuant to Bankruptcy Court order or otherwise, as reflected in the records maintained by the Nominees holding through UMB Bank, N.A., Notes Trustee for the Secured First Lien Notes.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) have sent this Ballot to you because the Debtors’ records indicate that you are a Holder or Beneficial Holder (collectively, a “Holder”) of an Unsecured Claim (Senior Unsecured Notes Claim), and accordingly, you have a right to vote to accept or reject the *Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the “Plan”).³

Your rights are described in the *Disclosure Statement for the Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the “Disclosure Statement”) and the Solicitation Procedures Order. The Disclosure Statement, the Plan, the Solicitation Procedures Order, and certain other materials contained in the General Solicitation Package are included in the packet you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact Prime Clerk LLC (“Prime Clerk”), the claims agent retained by the Debtors in these chapter 11 cases, by (a) accessing Prime Clerk’s website at <https://cases.primeclerk.com/CEOC/>, (b) writing (via first-class, overnight mail, or hand delivery) to CEOC Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, New York 10022, (c) calling (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or (d) e-mailing Prime Clerk at ceocballots@primeclerk.com.

The Bankruptcy Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact Prime Clerk at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class F Unsecured Claims (Senior Unsecured Notes Claims) under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

If Prime Clerk does not receive your Ballot (or the Master Ballot cast on your behalf, as applicable) on or before the Voting Deadline of [July 8], 2016, at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, your vote will not be counted. **If the Bankruptcy Court confirms the Plan, it will bind you regardless of whether you vote.**

³ Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

Item 1. Principal Amount of Unsecured Claims (Senior Unsecured Notes Claim).

The undersigned hereby certifies that as of the Voting Record Date, [May 9], 2016, the undersigned was the Holder of an Unsecured Claim (Senior Unsecured Notes Claim) in the following amount (insert amount in box below). If your Senior Unsecured Notes are held by a Nominee on your behalf and you do not know the amount of your Class F Claim, please contact your Nominee immediately.

Amount of Claim: \$ _____

Item 2. Vote on Plan.

The Holder of the Unsecured Claims set forth in Item 1 votes to (please check one):

<u>ACCEPT THE PLAN</u> <input type="checkbox"/>	<u>REJECT THE PLAN</u> <input type="checkbox"/>
---	---

Any Ballot executed by the Holder of a Claim indicating both an acceptance and a rejection of the Plan or that does not indicate either an acceptance or rejection of the Plan will not be counted.

Item 3. IMPORTANT INFORMATION REGARDING THIRD-PARTY RELEASE.

Article VIII.C of the Plan provides for a Third-Party Release. This Third-Party Release affects your rights and expressly provides:

Effective as of the Effective Date, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each Entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including with respect to any rights or Claims that could have been asserted against the Released Parties with respect to the Guaranty and Pledge Agreement (but only to the extent released in connection with the Bank Guaranty Settlement), any derivative claims, asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors, as applicable, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors’ restructuring, the Chapter 11 Cases, the Restructuring Support Agreements, the purchase, sale, transfer,

or rescission of the purchase, sale, or transfer of any debt, security, asset, right, or interest of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring or any alleged restructuring or reorganization of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents, or related agreements, instruments, or other documents (including the Restructuring Support Agreements and, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including, for the avoidance of doubt, all claims, Causes of Action, or liabilities arising out of or relating to the Challenged Transactions, the Caesars Cases, and the Prepetition CEC Guarantees (including but not limited to any claims under any indentures or under the Trust Indenture Act). Notwithstanding anything to the contrary in the foregoing, the Third-Party Release shall not release any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

See Article VIII.C of the Plan.

Item 4. Certifications as to Unsecured Claims (Senior Unsecured Notes Claims) Held in Additional Accounts.

By completing and returning this Ballot, the undersigned Holder certifies that either: (a) it has not submitted any other Ballots in respect of its Class F Claims derived from Senior Unsecured Notes held in other accounts or other record names, or (b) it has provided the information specified in the following table for all other Class F Claims for which it has submitted additional Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS F CLAIMS
ON A BALLOT OTHER THAN THIS BALLOT.

Name of Holder ⁴	Account Number	Principal Amount of Senior Unsecured Notes Giving Rise to Other Class F Claims Voted	CUSIP of Other Senior Unsecured Notes Claims Voted
1.		\$	
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
7.		\$	
8.		\$	
9.		\$	
10.		\$	

Item 5. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

1. either: (a) it is the holder of the Unsecured Claims being voted; or (b) it is an authorized signatory for an Entity that is a Holder of the Unsecured Claims being voted;
2. it has received a copy of the General Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. it has cast the same vote with respect to all Unsecured Claims;
4. no other Ballots with respect to the Unsecured Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such Ballots dated earlier are hereby revoked;

⁴ List your name if the Class F Claim is held by you in record name. If the Class F Claim is held in “street name” please list the name of your Nominee.

5. it acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of such Entity's Unsecured Claims;
6. it understands and, if accepting the Plan, agrees with the treatment provided for its Claim(s) under the Plan, including granting the relevant Debtor and third-party releases stated in the the plan;
7. it acknowledges and agrees that the Debtors may make conforming changes to the Plan as may be reasonably necessary, provided that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes unless otherwise required to by the Bankruptcy Court; and
8. it acknowledges and understands that (a) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class; and (b) any Class of Claims that does not have a Holder of an Allowed Claim or Interest, or a Claim temporarily allowed for voting purposes by the Debtors or the Bankruptcy Court as of the date of the Voting Deadline, shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

[SIGNATURE PAGE FOLLOWS]

Name of Holder: _____
(Please print or type)

Social Security Number or Federal Tax
Identification Number _____

Signature: _____

Name of Signatory: _____
(If other than Holder)⁵

Title: _____

Address: _____

Date Completed: _____

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT
PROMPTLY IN THE RETURN ENVELOPE PROVIDED. YOUR BALLOT (OR THE
MASTER BALLOT CAST ON YOUR BEHALF, AS APPLICABLE) MUST BE
ACTUALLY RECEIVED BY PRIME CLERK BY THE VOTING DEADLINE, WHICH
IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON [JULY 8], 2016.**

⁵ If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

INSTRUCTIONS FOR COMPLETING BALLOTS

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “Ballot Instructions”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.
2. The Bankruptcy Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.
3. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) sign and return the Ballot to the address set forth on the enclosed pre-addressed envelope in accordance with paragraph (4) below.
4. **Return of Ballots:** The Master Ballot incorporating the vote cast on your Ballot **must** be returned to Prime Clerk, so as to be **actually received** by Prime Clerk on or before the Voting Deadline, which is 4:00 p.m. (prevailing Central Time) on **[July 8], 2016**. To ensure your vote is counted toward confirmation of the Plan, please read the following information carefully so that you understand where your Ballot must be sent in order for it to be received before the Voting Deadline:
 - c. If you have a Nominee: You must return your Ballot in the return envelope addressed to your Nominee so that it is directly returned to your Nominee according to the accompanying instructions provided by your Nominee, and in any event in sufficient time to permit your Nominee to deliver a Master Ballot including your vote to Prime Clerk prior to the Voting Deadline.
 - d. If you received a return envelope addressed to Prime Clerk: You must return your Ballot in the return envelope addressed directly to Prime Clerk, so as to be actually received by Prime Clerk on or before the Voting Deadline.
5. You must vote all of your Claims or Interests within a particular Class either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, if a Holder has multiple Claims or Interests within the same Class, the Debtors may, in his discretion, aggregate the Claims or Interests of any particular Holder within a Class for the purpose of counting votes.
6. If a Ballot or a Master Ballot incorporating a Ballot cast by a Beneficial Holder, as applicable, is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise. The method of delivery of Ballots to Prime Clerk is at the election and risk of each holder of a Claim or Interest. Except as otherwise provided herein, such delivery will be deemed made only when Prime Clerk actually receives the originally executed Ballot. Instead of effecting delivery by mail, it is recommended, though not required, that Holders use an overnight or hand delivery service. In all cases, Holders should allow sufficient

time to assure timely delivery. Delivery of a Ballot to Prime Clerk by facsimile, e-mail, or any electronic means aside from Prime Clerk's E-Balloting platform shall not be valid. No Ballot should be sent to any of the Debtors, the Debtors' agents (other than Prime Clerk), the Debtors' financial or legal advisors, the Second Priority Noteholders Committee, the Second Priority Noteholders Committee's financial or legal advisors, the Unsecured Creditors' Committee, the Unsecured Creditors' Committee's financial or legal advisors, any ad hoc committee in these chapter 11 cases, or the financial or legal advisors to any such ad hoc committee, and if so sent will not be counted.

7. If multiple Ballots are received from the same Holder of a Claim or Interest with respect to the same Claim or Interest prior to the Voting Deadline, the latest timely received valid Ballot will supersede and revoke any earlier received Ballots.
8. If Prime Clerk receives no votes to accept or reject the Plan with respect to any particular Class of Claims or Interests, that Class will be deemed to have voted to accept the Plan.
9. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor Prime Clerk will accept delivery of any such certificates or instruments surrendered together with a Ballot.
10. This Ballot does not constitute, and shall not be deemed to be: (a) a Proof of a Claim or Interest; or (b) an assertion or admission of a Claim or Interest.
11. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by Prime Clerk, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
12. If you hold Claims or Interests in more than one Class under the Plan or in multiple accounts, you may receive more than one Ballot coded for each different Class or account. Each Ballot votes only your Claims or Interests indicated on that Ballot. Please complete and return each Ballot you received.
13. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim or Interest; (b) any Ballot cast by a Party that does not hold a Claim or Interest in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot; (d) any Ballot not marked

to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (e) any Ballot submitted by any Entity not entitled to vote pursuant to the Solicitation Procedures.

14. If you believe you have received the wrong Ballot, you should contact Prime Clerk immediately at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or e-mail ceocballots@primeclerk.com.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT PRIME CLERK AT (855) 842-4123 WITHIN THE UNITED STATES OR CANADA OR, OUTSIDE OF THE UNITED STATES OR CANADA, BY CALLING +1 (646) 795-6969, OR E-MAIL CEOCBALLOTS@PRIMECLERK.COM.

* * * * *

EXHIBIT A

Your Nominee may have checked a box below to indicate the CUSIP/ISIN to which this Ballot pertains, or otherwise provided that information to you on a label or schedule attached to the Ballot.

Senior Unsecured Notes Claims	
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]

Exhibit 7 - G

Ballot for Class G Subsidiary-Guaranteed Notes Claims

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:	)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING	)	Case No. 15-01145 (ABG)
COMPANY, INC., <u>et al.</u> , ¹)	
)	
Debtors.	)	(Jointly Administered)

**BALLOT FOR ACCEPTING OR REJECTING THE DEBTORS' SECOND AMENDED
JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE
BANKRUPTCY CODE**

CLASS G — SUBSIDIARY-GUARANTEED NOTES CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING
BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT

To have your vote counted, you must complete, sign, and return this Ballot to your brokerage firm, bank, other nominee, or its agent (each, a "Nominee"),² with enough time to allow for your Nominee to cast your vote on a Master Ballot so that it is actually received by Prime Clerk prior to 4:00 p.m. (prevailing Central Time) on [July 8], 2016 (the "Voting Deadline"). Your Ballot must be completed, executed, and returned in accordance with the following:

IF YOU RECEIVED THE SOLICITATION PACKAGE FROM YOUR NOMINEE:

You must return this Ballot to your Nominee in accordance with the instructions provided by your Nominee.

**IF YOU RECEIVED THE SOLICITATION PACKAGE WITH A RETURN ENVELOPE
ADDRESSED TO PRIME CLERK:**

You must return this Ballot directly to Prime Clerk prior to the Voting Deadline.

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

² A "Nominee" means a bank, broker, or other nominee in whose name Securities are transferred by agreement between such nominee and the Beneficial Holder. A "Beneficial Holder" means a beneficial owner of publicly-traded securities whose Claims have not been satisfied prior to the Voting Record Date pursuant to Bankruptcy Court order or otherwise, as reflected in the records maintained by the Nominees holding through UMB Bank, N.A., Notes Trustee for the Secured First Lien Notes.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) have sent this Ballot to you because the Debtors’ records indicate that you are a Holder or Beneficial Holder (collectively, a “Holder”) of a Subsidiary-Guaranteed Notes Claim, and accordingly, you have a right to vote to accept or reject the *Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the “Plan”).³

Your rights are described in the *Disclosure Statement for the Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the “Disclosure Statement”) and the Solicitation Procedures Order. The Disclosure Statement, the Plan, the Solicitation Procedures Order, and certain other materials contained in the General Solicitation Package are included in the packet you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact Prime Clerk LLC (“Prime Clerk”), the claims agent retained by the Debtors in these chapter 11 cases, by (a) accessing Prime Clerk’s website at <https://cases.primeclerk.com/CEOC/>, (b) writing (via first-class, overnight mail, or hand delivery) to CEOC Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, New York 10022, (c) calling (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or (d) e-mailing Prime Clerk at ceocballots@primeclerk.com.

The Bankruptcy Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact Prime Clerk at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class G (Subsidiary-Guaranteed Notes Claims) under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

If Prime Clerk does not receive your Ballot (or the Master Ballot cast on your behalf, as applicable) on or before the Voting Deadline of [July 8], 2016, at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, your vote will not be counted. **If the Bankruptcy Court confirms the Plan, it will bind you regardless of whether you vote.**

³ Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

Item 1. Principal Amount of Subsidiary-Guaranteed Notes Claims.

The undersigned hereby certifies that as of the Voting Record Date, **[July 8]**, 2016, the undersigned was the Holder of a Subsidiary-Guaranteed Notes Claim in the following amount (insert amount in box below). If your Subsidiary-Guaranteed Notes are held by a Nominee on your behalf and you do not know the amount of your Class G Claim, please contact your Nominee immediately.

Amount of Claim: \$ _____

Item 2. Vote on Plan.

The Holder of the Subsidiary-Guaranteed Notes Claims set forth in Item 1 votes to (please check one):

<u>ACCEPT THE PLAN</u> <input type="checkbox"/>	<u>REJECT THE PLAN</u> <input type="checkbox"/>
---	---

Any Ballot executed by the Holder of a Claim indicating both an acceptance and a rejection of the Plan or that does not indicate either an acceptance or rejection of the Plan will not be counted.

Item 3. IMPORTANT INFORMATION REGARDING THIRD-PARTY RELEASE.

Article VIII.C of the Plan provides for a Third-Party Release. This Third-Party Release affects your rights and expressly provides:

Effective as of the Effective Date, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each Entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including with respect to any rights or Claims that could have been asserted against the Released Parties with respect to the Guaranty and Pledge Agreement (but only to the extent released in connection with the Bank Guaranty Settlement), any derivative claims, asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors, as applicable, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in

whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the Restructuring Support Agreements, the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any debt, security, asset, right, or interest of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring or any alleged restructuring or reorganization of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents, or related agreements, instruments, or other documents (including the Restructuring Support Agreements and, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including, for the avoidance of doubt, all claims, Causes of Action, or liabilities arising out of or relating to the Challenged Transactions, the Caesars Cases, and the Prepetition CEC Guarantees (including but not limited to any claims under any indentures or under the Trust Indenture Act). Notwithstanding anything to the contrary in the foregoing, the Third-Party Release shall not release any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

See Article VIII.C of the Plan.

Item 4. Certifications as to Subsidiary-Guaranteed Notes Held in Additional Accounts.

By completing and returning this Ballot, the undersigned Holder certifies that either: (a) it has not submitted any other Ballots in respect of its Class G Claims derived from Subsidiary-Guaranteed Notes held in other accounts or other record names, or (b) it has provided the information specified in the following table for all other Class G Claims for which it has submitted additional Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS G CLAIMS
ON A BALLOT OTHER THAN THIS BALLOT.

Name of Holder ⁴	Account Number	Principal Amount of Subsidiary-Guaranteed Notes Giving Rise to Other Class G Claims Voted	CUSIP of Other Subsidiary-Guaranteed Notes Claims Voted
1.		\$	
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
7.		\$	
8.		\$	
9.		\$	
10.		\$	

Item 5. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

1. either: (a) it is the Holder of the Subsidiary-Guaranteed Notes Claim being voted; or (b) it is an authorized signatory for an Entity that is a Holder of the Subsidiary-Guaranteed Notes Claim being voted;
2. it has received a copy of the General Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. it has cast the same vote with respect to all Subsidiary-Guaranteed Notes Claim;
4. no other Ballots with respect to the Subsidiary-Guaranteed Notes Claim identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such Ballots dated earlier are hereby revoked;

⁴ List your name if the Class G Claim is held by you in record name. If the Class G Claim is held in “street name” please list the name of your Nominee.

5. it acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of such Entity's Subsidiary-Guaranteed Notes Claim
6. it understands and, if accepting the Plan, agrees with the treatment provided for its Claim(s) under the Plan, including granting the relevant Debtor and third-party releases stated in the the plan;
7. it acknowledges and agrees that the Debtors may make conforming changes to the Plan as may be reasonably necessary, provided that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes unless otherwise required to by the Bankruptcy Court; and
8. it acknowledges and understands that (a) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class; and (b) any Class of Claims that does not have a Holder of an Allowed Claim or Interest, or a Claim temporarily allowed for voting purposes by the Debtors or the Bankruptcy Court as of the date of the Voting Deadline, shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

[SIGNATURE PAGE FOLLOWS]

Name of Beneficial Holder: _____
(Please print or type)

Social Security Number or Federal Tax
Identification Number _____

Signature: _____

Name of Signatory: _____
(If other than Beneficial Holder)⁵

Title: _____

Address: _____

Date Completed: _____

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT
PROMPTLY IN THE RETURN ENVELOPE PROVIDED. YOUR BALLOT (OR THE
MASTER BALLOT CAST ON YOUR BEHALF, AS APPLICABLE) MUST BE
ACTUALLY RECEIVED BY PRIME CLERK BY THE VOTING DEADLINE, WHICH
IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON [JULY 8], 2016.**

⁵ If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

INSTRUCTIONS FOR COMPLETING BALLOTS

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.
2. The Bankruptcy Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.
3. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) sign and return the Ballot to the address set forth on the enclosed pre-addressed envelope in accordance with paragraph (4) below.
4. **Return of Ballots**: The Master Ballot incorporating the vote cast on your Ballot must be returned to Prime Clerk, so as to be **actually received** by Prime Clerk on or before the Voting Deadline, which is 4:00 p.m. (prevailing Central Time) on **[July 8], 2016**. To ensure your vote is counted toward confirmation of the Plan, please read the following information carefully so that you understand where your Ballot must be sent in order for it to be received before the Voting Deadline:
 - a. **If you have a Nominee**: You must return your Ballot in the return envelope addressed to your Nominee so that it is **directly returned to your Nominee** according to the accompanying instructions provided by your Nominee, and in any event in sufficient time to permit your Nominee to deliver a Master Ballot including your vote to Prime Clerk prior to the Voting Deadline.
 - b. **If you received a return envelope addressed to Prime Clerk**: You must return your Ballot in the return envelope addressed directly to Prime Clerk, so as to be **actually received** by Prime Clerk on or before the Voting Deadline.
5. You must vote all of your Claims or Interests within a particular Class either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, if a Holder has multiple Claims or Interests within the same Class, the Debtors may, in his discretion, aggregate the Claims or Interests of any particular Holder within a Class for the purpose of counting votes.
6. If a Ballot or a Master Ballot incorporating a Ballot cast by a Beneficial Holder, as applicable, is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise. The method of delivery of Ballots to Prime Clerk is at the election and risk of each holder of a Claim or Interest. Except as otherwise provided herein, such delivery will be deemed made only when Prime Clerk actually receives the originally executed Ballot. Instead of effecting delivery by mail, it is recommended, though not required, that Holders use an overnight or hand delivery service. In all cases, Holders should allow sufficient

time to assure timely delivery. Delivery of a Ballot to Prime Clerk by facsimile, e-mail, or any electronic means aside from Prime Clerk's E-Balloting platform shall not be valid. No Ballot should be sent to any of the Debtors, the Debtors' agents (other than Prime Clerk), the Debtors' financial or legal advisors, the Second Priority Noteholders Committee, the Second Priority Noteholders Committee's financial or legal advisors, the Unsecured Creditors' Committee, the Unsecured Creditors' Committee's financial or legal advisors, any ad hoc committee in these chapter 11 cases, or the financial or legal advisors to any such ad hoc committee, and if so sent will not be counted.

7. If multiple Ballots are received from the same Holder of a Claim or Interest with respect to the same Claim or Interest prior to the Voting Deadline, the latest timely received valid Ballot will supersede and revoke any earlier received Ballots.
8. If Prime Clerk receives no votes to accept or reject the Plan with respect to any particular Class of Claims or Interests, that Class will be deemed to have voted to accept the Plan.
9. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor Prime Clerk will accept delivery of any such certificates or instruments surrendered together with a Ballot.
10. This Ballot does not constitute, and shall not be deemed to be: (a) a Proof of a Claim or Interest; or (b) an assertion or admission of a Claim or Interest.
11. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by Prime Clerk, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
12. If you hold Claims or Interests in more than one Class under the Plan or in multiple accounts, you may receive more than one Ballot coded for each different Class or account. Each Ballot votes only your Claims or Interests indicated on that Ballot. Please complete and return each Ballot you received.
13. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim or Interest; (b) any Ballot cast by a Party that does not hold a Claim or Interest in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot; (d) any Ballot not marked

to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (e) any Ballot submitted by any Entity not entitled to vote pursuant to the Solicitation Procedures.

14. If you believe you have received the wrong Ballot, you should contact Prime Clerk immediately at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or e-mail ceocballots@primeclerk.com.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT PRIME CLERK AT (855) 842-4123 WITHIN THE UNITED STATES OR CANADA OR, OUTSIDE OF THE UNITED STATES OR CANADA, BY CALLING +1 (646) 795-6969, OR E-MAIL CEOCBALLOTS@PRIMECLERK.COM.

* * * * *

EXHIBIT A

Your Nominee may have checked a box below to indicate the CUSIP/ISIN to which this Ballot pertains, or otherwise provided that information to you on a label or schedule attached to the Ballot.

Subsidiary-Guaranteed Notes Claims	
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]
<input type="checkbox"/>	CUSIP [_____] / ISIN [_____]

Exhibit 7 - H

Ballot for Class H Trade Claims

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:	)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING COMPANY, INC., <u>et al.</u> ¹	)	Case No. 15-01145 (ABG)
)	
Debtors.	)	(Jointly Administered)

**BALLOT FOR ACCEPTING OR REJECTING THE DEBTORS' SECOND AMENDED
JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE
BANKRUPTCY CODE**

CLASS H — TRADE CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING
BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT

THIS BALLOT MUST BE ACTUALLY RECEIVED BY **[JULY 8]**, 2016, AT 4:00 P.M.
(PREVAILING CENTRAL TIME) (THE "VOTING DEADLINE")

The above-captioned debtors and debtors in possession (collectively, the "Debtors") have sent this Ballot to you because the Debtors' records indicate that you are a Holder of a Trade Claim, and accordingly, you have a right to vote to accept or reject the *Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the "Plan").²

Your rights are described in the *Disclosure Statement for the Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the "Disclosure Statement") and the Solicitation Procedures Order. The Disclosure Statement, the Plan, the Solicitation Procedures Order, and certain other materials contained in the General Solicitation Package are included in the packet you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact Prime Clerk LLC ("Prime Clerk"), the claims agent retained by the Debtors in these chapter 11 cases, by (a) accessing Prime Clerk's website at <https://cases.primeclerk.com/CEOC/>, (b) writing (via first-class,

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC/>.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

overnight mail, or hand delivery) to CEOC Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, New York 10022, (c) calling (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or (d) e-mailing Prime Clerk at ceocballots@primeclerk.com.

The Bankruptcy Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact Prime Clerk at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class H (Trade Claims) under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

If Prime Clerk does not receive your Ballot on or before the Voting Deadline of [July 8], 2016, at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, your vote will not be counted. **If the Bankruptcy Court confirms the Plan, it will bind you regardless of whether you vote.**

Item 1. Principal Amount of Trade Claims.

The undersigned hereby certifies that as of the Voting Record Date, [May 9], 2016, the undersigned was the Holder of a Trade Claim in the following amount (insert amount in box below):

Amount of Claim: \$ _____

Item 2. Vote on Plan.

The Holder of the Trade Claims set forth in Item 1 votes to (please check one):

<u>ACCEPT THE PLAN</u> <input type="checkbox"/>	<u>REJECT THE PLAN</u> <input type="checkbox"/>
---	---

Any Ballot executed by the Holder of a Claim indicating both an acceptance and a rejection of the Plan or that does not indicate either an acceptance or rejection of the Plan will not be counted.

Item 3. Trade Claim Cash Recovery Election.

In accordance with the Plan, each Holder of a Trade Claim may elect to receive a cash recovery for []% of such Holder’s Allowed Trade Claim up to the Cash Election Threshold (the “Trade Claim Cash Recovery”). By checking the appropriate box below, you may elect to receive the Trade Claim Cash Recovery or the Non-Cash Recovery (as used below). Failure to check any box or failure to return a Ballot will result in you receiving the Non-Cash Recovery. Holders of Trade Claims totaling more than \$1,000,000 (the “Cash Election Threshold”) will receive the Non-Cash Recovery on account of such amount of Trade Claims in excess of \$1,000,000. To the extent that the amount of Cash that the Debtors are required to pay pursuant to the Trade Claim Cash Recovery Election in the aggregate exceeds \$10,000,000, the Cash Election Threshold shall be reduced to an amount such that the aggregate amount of Cash to be distributed pursuant to the Trade Claim Cash Recovery Election will only be \$10,000,000.

Check one box below to select the form of recovery for your Trade Claim:

<p>Trade Claim Cash Recovery:</p> <ul style="list-style-type: none"> • Payment of Cash for []% of such Allowed Trade Claim up to the Cash Election Threshold. 	<input type="checkbox"/>
<p>Non-Cash Recovery:</p> <ul style="list-style-type: none"> • The Holder’s Pro Rata share of Class H’s Pro Rata share of the following (shared ratably with Class F and Class G based off of total allowed Claims in each Class and, to the extent applicable, reduced by recoveries to Classes I, J, and K): <ul style="list-style-type: none"> • \$1 billion of New CEC Convertible Notes; • OpCo Series A Preferred Stock, which shall be exchanged for []% of New CEC Common Equity on a fully diluted basis (after accounting for dilution by the New CEC Convertible Notes and the Rights Offering) pursuant to the CEOC Merger; • the Rights to purchase the Holder’s Pro Rate share of \$[] million in aggregate New CEC Common Equity pursuant to the Rights Offering; • []% of PropCo Common Equity, if any, on a fully diluted basis (excluding dilution from PropCo Preferred Equity, if any, and the PropCo Equity Election); and • the consideration that CAC would otherwise receive under the Plan on account of CAC’s Senior Unsecured Notes Claims. 	<input type="checkbox"/>

Item 4. IMPORTANT INFORMATION REGARDING THIRD-PARTY RELEASE.

Article VIII.C of the Plan provides for a Third-Party Release. This Third-Party Release affects your rights and expressly provides:

Effective as of the Effective Date, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each Entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property

from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including with respect to any rights or Claims that could have been asserted against the Released Parties with respect to the Guaranty and Pledge Agreement (but only to the extent released in connection with the Bank Guaranty Settlement), any derivative claims, asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors, as applicable, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the Restructuring Support Agreements, the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any debt, security, asset, right, or interest of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring or any alleged restructuring or reorganization of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents, or related agreements, instruments, or other documents (including the Restructuring Support Agreements and, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including, for the avoidance of doubt, all claims, Causes of Action, or liabilities arising out of or relating to the Challenged Transactions, the Caesars Cases, and the Prepetition CEC Guarantees (including but not limited to any claims under any indentures or under the Trust Indenture Act). Notwithstanding anything to the contrary in the foregoing, the Third-Party Release shall not release any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

See Article VIII.C of the Plan.

Item 5. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

1. either: (a) it is the holder of the Trade Claim(s) being voted; or (b) it is an authorized signatory for an Entity that is a holder of the Trade Claim(s) being voted;

2. it has received a copy of the General Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. it has cast the same vote with respect to all Trade Claims;
4. no other Ballots with respect to the Trade Claim(s) identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such Ballots dated earlier are hereby revoked;
5. it acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of such Entity's Trade Claim(s);
6. it understands and, if accepting the Plan, agrees with the treatment provided for its Claim(s) under the Plan, including granting the relevant Debtor and third-party releases stated in the the plan;
7. it acknowledges and agrees that the Debtors may make conforming changes to the Plan as may be reasonably necessary, provided that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes unless otherwise required to by the Bankruptcy Court; and
8. it acknowledges and understands that (a) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class; and (b) any Class of Claims that does not have a Holder of an Allowed Claim or Interest, or a Claim temporarily allowed for voting purposes by the Debtors or the Bankruptcy Court as of the date of the Voting Deadline, shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

[SIGNATURE PAGE FOLLOWS]

Name of Holder: _____
(Please print or type)

Social Security Number or Federal Tax
Identification Number _____

Signature: _____

Name of Signatory: _____
(If other than Holder)³

Title: _____

Address: _____

E-mail address: _____

Date Completed: _____

[RETURN INSTRUCTIONS FOLLOW]

³ If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT PROMPTLY IN THE RETURN ENVELOPE PROVIDED OR BY ONLY ONE OF THE FOLLOWING APPROVED METHODS:

VIA REGULAR MAIL, OVERNIGHT, OR HAND DELIVERY TO:

**CEOC BALLOT PROCESSING
C/O PRIME CLERK LLC
830 THIRD AVENUE, 3RD FLOOR
NEW YORK, NEW YORK 10022**

VIA ONLINE TRANSMISSION

Please visit <https://cases.primeclerk.com/CEOC/>. Click on the “E-Ballot” section of the Debtors’ website and follow the directions to submit your E-Ballot. If you choose to submit your Ballot via Prime Clerk’s E-Ballot system, you should **NOT** also return a hard copy of your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized E-Ballot: Unique E-Ballot ID#: _____

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of you electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable

“E-Balloting” is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile or email will not be counted.

YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON [JULY 8], 2016.

INSTRUCTIONS FOR COMPLETING BALLOTS

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “Ballot Instructions”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.
2. The Bankruptcy Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.
3. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) sign and return the Ballot to the address set forth on the enclosed pre-addressed envelope. The Voting Deadline for the receipt of Ballots by Prime Clerk is 4:00 p.m. (prevailing Central Time) on **[July 8], 2016**. Your completed Ballot must be received by Prime Clerk on or before the Voting Deadline.
4. You must vote all of your Claims or Interests within a particular Class either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, if a Holder has multiple Claims or Interests within the same Class, the Debtors may, in his discretion, aggregate the Claims or Interests of any particular Holder within a Class for the purpose of counting votes.
5. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise. The method of delivery of Ballots to Prime Clerk is at the election and risk of each holder of a Claim or Interest. Except as otherwise provided herein, such delivery will be deemed made only when Prime Clerk actually receives the originally executed Ballot. Instead of effecting delivery by mail, it is recommended, though not required, that Holders use an overnight or hand delivery service. In all cases, Holders should allow sufficient time to assure timely delivery. Delivery of a Ballot to Prime Clerk by facsimile, e-mail, or any electronic means aside from Prime Clerk’s E-Balloting platform shall not be valid. No Ballot should be sent to any of the Debtors, the Debtors’ agents (other than Prime Clerk), the Debtors’ financial or legal advisors, the Second Priority Noteholders Committee, the Second Priority Noteholders Committee’s financial or legal advisors, the Unsecured Creditors’ Committee, the Unsecured Creditors’ Committee’s financial or legal advisors, any ad hoc committee in these chapter 11 cases, or the financial or legal advisors to any such ad hoc committee, and if so sent will not be counted.
6. If multiple Ballots are received from the same Holder of a Claim or Interest with respect to the same Claim or Interest prior to the Voting Deadline, the latest timely received valid Ballot will supersede and revoke any earlier received Ballots.

7. If Prime Clerk receives no votes to accept or reject the Plan with respect to any particular Class of Claims or Interests, that Class will be deemed to have voted to accept the Plan.
8. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor Prime Clerk will accept delivery of any such certificates or instruments surrendered together with a Ballot.
9. This Ballot does not constitute, and shall not be deemed to be: (a) a Proof of a Claim or Interest; or (b) an assertion or admission of a Claim or Interest.
10. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by Prime Clerk, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
11. If you hold Claims or Interests in more than one Class under the Plan or in multiple accounts, you may receive more than one Ballot coded for each different Class or account. Each Ballot votes only your Claims or Interests indicated on that Ballot. Please complete and return each Ballot you received.
12. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim or Interest; (b) any Ballot cast by a Party that does not hold a Claim or Interest in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot or Ballot that does not contain an original signature; (d) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (e) any Ballot submitted by any Entity not entitled to vote pursuant to the Solicitation Procedures.
13. If you believe you have received the wrong Ballot, you should contact Prime Clerk immediately at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or e-mail ceocballots@primeclerk.com.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT PRIME CLERK AT (855) 842-4123 WITHIN THE UNITED STATES OR CANADA OR, OUTSIDE OF THE UNITED STATES OR CANADA, BY CALLING +1 (646) 795-6969, OR E-MAIL CEOCBALLOTS@PRIMECLERK.COM.

* * * * *

Exhibit 7 - I

Ballot for Class I Par Recovery Unsecured Claims

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:	)	Chapter 11
CAESARS ENTERTAINMENT OPERATING COMPANY, INC., <u>et al.</u> ¹	)	Case No. 15-01145 (ABG)
Debtors.	)	(Jointly Administered)

**BALLOT FOR ACCEPTING OR REJECTING THE DEBTORS' SECOND AMENDED
JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE
BANKRUPTCY CODE**

CLASS I — PAR RECOVERY UNSECURED CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING
BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT

THIS BALLOT MUST BE ACTUALLY RECEIVED BY [JULY 8], 2016, AT 4:00 P.M.
(PREVAILING CENTRAL TIME) (THE "VOTING DEADLINE")

The above-captioned debtors and debtors in possession (collectively, the "Debtors") have sent this Ballot to you because the Debtors' records indicate that you are a Holder of Par Recovery Unsecured Claims), and accordingly, you have a right to vote to accept or reject the *Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the "Plan").²

Your rights are described in the *Disclosure Statement for the Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the "Disclosure Statement") and the Solicitation Procedures Order. The Disclosure Statement, the Plan, the Solicitation Procedures Order, and certain other materials contained in the General Solicitation Package are included in the packet you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact Prime Clerk LLC ("Prime Clerk"), the claims agent retained by the Debtors in these chapter 11 cases, by (a) accessing Prime Clerk's website at <https://cases.primeclerk.com/CEOC/>, (b) writing (via first-class,

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC/>.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

overnight mail, or hand delivery) to CEOC Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, New York 10022, (c) calling (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or (d) e-mailing Prime Clerk at ceocballots@primeclerk.com.

The Bankruptcy Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact Prime Clerk at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class I (Par Recovery Unsecured Claims) under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

If Prime Clerk does not receive your Ballot on or before the Voting Deadline of [July 8], 2016, at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, your vote will not be counted. **If the Bankruptcy Court confirms the Plan, it will bind you regardless of whether you vote.**

Item 1. Principal Amount of Par Recovery Unsecured Claims.

The undersigned hereby certifies that as of the Voting Record Date, [May 9], 2016, the undersigned was the Holder of a Par Recovery Unsecured Claim in the following amount (insert amount in box below):

Amount of Claim: \$ _____

Item 2. Vote on Plan.

The Holder of the Par Recovery Unsecured Claims set forth in Item 1 votes to (please check one):

<u>ACCEPT THE PLAN</u> <input type="checkbox"/>	<u>REJECT THE PLAN</u> <input type="checkbox"/>
---	---

Any Ballot executed by the Holder of a Claim indicating both an acceptance and a rejection of the Plan or that does not indicate either an acceptance or rejection of the Plan will not be counted.

Item 3. IMPORTANT INFORMATION REGARDING THIRD-PARTY RELEASE.

Article VIII.C of the Plan provides for a Third-Party Release. This Third-Party Release affects your rights and expressly provides:

Effective as of the Effective Date, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each Entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including with respect to any rights or Claims that could have been asserted against the Released Parties with respect to the Guaranty and Pledge Agreement (but only to the extent released in connection with the Bank Guaranty Settlement), any derivative claims, asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors, as applicable, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the Restructuring Support Agreements, the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any debt, security, asset, right, or interest of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring or any alleged restructuring or reorganization of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents, or related agreements, instruments, or other documents (including the Restructuring Support Agreements and, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including, for the avoidance of doubt, all claims, Causes of Action, or liabilities arising out of or relating to the Challenged Transactions, the Caesars Cases, and the Prepetition CEC Guarantees (including but not limited to any claims under any indentures or under the Trust Indenture Act). Notwithstanding anything to the contrary in the foregoing, the Third-Party Release shall not release any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

See Article VIII.C of the Plan.

Item 4. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

1. either: (a) it is the holder of the Par Recovery Unsecured Claims being voted; or (b) it is an authorized signatory for an Entity that is a Holder of the Par Recovery Unsecured Claims being voted;
2. it has received a copy of the General Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. it has cast the same vote with respect to all Par Recovery Unsecured Claims;
4. no other Ballots with respect to the Par Recovery Unsecured Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such Ballots dated earlier are hereby revoked;
5. it acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of such Entity's Par Recovery Unsecured Claims;
6. it understands and, if accepting the Plan, agrees with the treatment provided for its Claim(s) under the Plan, including granting the relevant Debtor and third-party releases stated in the the plan;
7. it acknowledges and agrees that the Debtors may make conforming changes to the Plan as may be reasonably necessary, provided that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes unless otherwise required to by the Bankruptcy Court; and
8. it acknowledges and understands that (a) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class; and (b) any Class of Claims that does not have a Holder of an Allowed Claim or Interest, or a Claim temporarily allowed for voting purposes by the Debtors or the Bankruptcy Court as of the date of the Voting Deadline, shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

[SIGNATURE PAGE FOLLOWS]

Name of Holder: _____
(Please print or type)

Social Security Number or Federal Tax
Identification Number _____

Signature: _____

Name of Signatory: _____
(If other than Holder)³

Title: _____

Address: _____

E-mail address: _____

Date Completed: _____

[RETURN INSTRUCTIONS FOLLOW]

³ If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT PROMPTLY IN THE RETURN ENVELOPE PROVIDED OR BY ONLY ONE OF THE FOLLOWING APPROVED METHODS:

VIA REGULAR MAIL, OVERNIGHT, OR HAND DELIVERY TO:

**CEOC BALLOT PROCESSING
C/O PRIME CLERK LLC
830 THIRD AVENUE, 3RD FLOOR
NEW YORK, NEW YORK 10022**

VIA ONLINE TRANSMISSION

Please visit <https://cases.primeclerk.com/CEOC/>. Click on the “E-Ballot” section of the Debtors’ website and follow the directions to submit your E-Ballot. If you choose to submit your Ballot via Prime Clerk’s E-Ballot system, you should NOT also return a hard copy of your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized E-Ballot: Unique E-Ballot ID#: _____

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of you electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable

“E-Balloting” is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile or email will not be counted.

YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON [JULY 8], 2016.

INSTRUCTIONS FOR COMPLETING BALLOTS

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “Ballot Instructions”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.
2. The Bankruptcy Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.
3. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) sign and return the Ballot to the address set forth on the enclosed pre-addressed envelope. The Voting Deadline for the receipt of Ballots by Prime Clerk is 4:00 p.m. (prevailing Central Time) on **[July 8], 2016**. Your completed Ballot must be received by Prime Clerk on or before the Voting Deadline.
4. You must vote all of your Claims or Interests within a particular Class either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, if a Holder has multiple Claims or Interests within the same Class, the Debtors may, in his discretion, aggregate the Claims or Interests of any particular Holder within a Class for the purpose of counting votes.
5. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise. The method of delivery of Ballots to Prime Clerk is at the election and risk of each holder of a Claim or Interest. Except as otherwise provided herein, such delivery will be deemed made only when Prime Clerk actually receives the originally executed Ballot. Instead of effecting delivery by mail, it is recommended, though not required, that Holders use an overnight or hand delivery service. In all cases, Holders should allow sufficient time to assure timely delivery. Delivery of a Ballot to Prime Clerk by facsimile, e-mail, or any electronic means aside from Prime Clerk’s E-Balloting platform shall not be valid. No Ballot should be sent to any of the Debtors, the Debtors’ agents (other than Prime Clerk), the Debtors’ financial or legal advisors, the Second Priority Noteholders Committee, the Second Priority Noteholders Committee’s financial or legal advisors, the Unsecured Creditors’ Committee, the Unsecured Creditors’ Committee’s financial or legal advisors, any ad hoc committee in these chapter 11 cases, or the financial or legal advisors to any such ad hoc committee, and if so sent will not be counted.
6. If multiple Ballots are received from the same Holder of a Claim or Interest with respect to the same Claim or Interest prior to the Voting Deadline, the latest timely received valid Ballot will supersede and revoke any earlier received Ballots.

7. If Prime Clerk receives no votes to accept or reject the Plan with respect to any particular Class of Claims or Interests, that Class will be deemed to have voted to accept the Plan.
8. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor Prime Clerk will accept delivery of any such certificates or instruments surrendered together with a Ballot.
9. This Ballot does not constitute, and shall not be deemed to be: (a) a Proof of a Claim or Interest; or (b) an assertion or admission of a Claim or Interest.
10. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by Prime Clerk, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
11. If you hold Claims or Interests in more than one Class under the Plan or in multiple accounts, you may receive more than one Ballot coded for each different Class or account. Each Ballot votes only your Claims or Interests indicated on that Ballot. Please complete and return each Ballot you received.
12. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim or Interest; (b) any Ballot cast by a Party that does not hold a Claim or Interest in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot or Ballot that does not contain an original signature; (d) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (e) any Ballot submitted by any Entity not entitled to vote pursuant to the Solicitation Procedures.
13. If you believe you have received the wrong Ballot, you should contact Prime Clerk immediately at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or e-mail ceocballots@primeclerk.com.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT PRIME CLERK AT (855) 842-4123 WITHIN THE UNITED STATES OR CANADA OR, OUTSIDE OF THE UNITED STATES OR CANADA, BY CALLING +1 (646) 795-6969, OR E-MAIL CEOCBALLOTS@PRIMECLERK.COM.

* * * * *

Exhibit 7 - J

Ballot for Class J Winnick Unsecured Claims

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:	)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING COMPANY, INC., <u>et al.</u> ¹	)	Case No. 15-01145 (ABG)
)	
Debtors.	)	(Jointly Administered)

**BALLOT FOR ACCEPTING OR REJECTING THE DEBTORS' SECOND AMENDED
JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE
BANKRUPTCY CODE**

CLASS J — WINNICK UNSECURED CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING
BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT

THIS BALLOT MUST BE ACTUALLY RECEIVED BY [JULY 8], 2016, AT 4:00 P.M.
(PREVAILING CENTRAL TIME) (THE "VOTING DEADLINE")

The above-captioned debtors and debtors in possession (collectively, the "Debtors") have sent this Ballot to you because the Debtors' records indicate that you are a Holder of Winnick Unsecured Claims Unsecured Claims), and accordingly, you have a right to vote to accept or reject the *Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the "Plan").²

Your rights are described in the *Disclosure Statement for the Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the "Disclosure Statement") and the Solicitation Procedures Order. The Disclosure Statement, the Plan, the Solicitation Procedures Order, and certain other materials contained in the General Solicitation Package are included in the packet you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact Prime Clerk LLC ("Prime Clerk"), the claims agent retained by the Debtors in these chapter 11 cases, by (a) accessing Prime Clerk's website at <https://cases.primeclerk.com/CEOC/>, (b) writing (via first-class,

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC/>.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

overnight mail, or hand delivery) to CEOC Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, New York 10022, (c) calling (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or (d) e-mailing Prime Clerk at ceocballots@primeclerk.com.

The Bankruptcy Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact Prime Clerk at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class J (Winnick Unsecured Claims) under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

If Prime Clerk does not receive your Ballot on or before the Voting Deadline of [July 8], 2016, at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, your vote will not be counted. **If the Bankruptcy Court confirms the Plan, it will bind you regardless of whether you vote.**

Item 1. Principal Amount of Winnick Unsecured Claims.

The undersigned hereby certifies that as of the Voting Record Date, [May 9], 2016, the undersigned was the Holder of a Winnick Unsecured Claim in the following amount (insert amount in box below):

Amount of Claim: \$ _____

Item 2. Vote on Plan.

The Holder of the Winnick Unsecured Claims set forth in Item 1 votes to (please check one):

<u>ACCEPT THE PLAN</u> <input type="checkbox"/>	<u>REJECT THE PLAN</u> <input type="checkbox"/>
---	---

Any Ballot executed by the Holder of a Claim indicating both an acceptance and a rejection of the Plan or that does not indicate either an acceptance or rejection of the Plan will not be counted.

Item 3. IMPORTANT INFORMATION REGARDING THIRD-PARTY RELEASE.

Article VIII.C of the Plan provides for a Third-Party Release. This Third-Party Release affects your rights and expressly provides:

Effective as of the Effective Date, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each Entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including with respect to any rights or Claims that could have been asserted against the Released Parties with respect to the Guaranty and Pledge Agreement (but only to the extent released in connection with the Bank Guaranty Settlement), any derivative claims, asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors, as applicable, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the Restructuring Support Agreements, the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any debt, security, asset, right, or interest of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring or any alleged restructuring or reorganization of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents, or related agreements, instruments, or other documents (including the Restructuring Support Agreements and, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including, for the avoidance of doubt, all claims, Causes of Action, or liabilities arising out of or relating to the Challenged Transactions, the Caesars Cases, and the Prepetition CEC Guarantees (including but not limited to any claims under any indentures or under the Trust Indenture Act). Notwithstanding anything to the contrary in the foregoing, the Third-Party Release shall not release any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

See Article VIII.C of the Plan.

Item 4. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

1. either: (a) it is the holder of the Winnick Unsecured Claims being voted; or (b) it is an authorized signatory for an Entity that is a Holder of the Winnick Unsecured Claims being voted;
2. it has received a copy of the General Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. it has cast the same vote with respect to all Winnick Unsecured Claims;
4. no other Ballots with respect to the Winnick Unsecured Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such Ballots dated earlier are hereby revoked;
5. it acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of such Entity's Winnick Unsecured Claims;
6. it understands and, if accepting the Plan, agrees with the treatment provided for its Claim(s) under the Plan, including granting the relevant Debtor and third-party releases stated in the the plan;
7. it acknowledges and agrees that the Debtors may make conforming changes to the Plan as may be reasonably necessary, provided that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes unless otherwise required to by the Bankruptcy Court; and
8. it acknowledges and understands that (a) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class; and (b) any Class of Claims that does not have a Holder of an Allowed Claim or Interest, or a Claim temporarily allowed for voting purposes by the Debtors or the Bankruptcy Court as of the date of the Voting Deadline, shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

[SIGNATURE PAGE FOLLOWS]

Name of Holder: _____
(Please print or type)

Social Security Number or Federal Tax
Identification Number _____

Signature: _____

Name of Signatory: _____
(If other than Holder)³

Title: _____

Address: _____

E-mail address: _____

Date Completed: _____

[RETURN INSTRUCTIONS FOLLOW]

³ If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT PROMPTLY IN THE RETURN ENVELOPE PROVIDED OR BY ONLY ONE OF THE FOLLOWING APPROVED METHODS:

VIA REGULAR MAIL, OVERNIGHT, OR HAND DELIVERY TO:

**CEOC BALLOT PROCESSING
C/O PRIME CLERK LLC
830 THIRD AVENUE, 3RD FLOOR
NEW YORK, NEW YORK 10022**

VIA ONLINE TRANSMISSION

Please visit <https://cases.primeclerk.com/CEOC/>. Click on the “E-Ballot” section of the Debtors’ website and follow the directions to submit your E-Ballot. If you choose to submit your Ballot via Prime Clerk’s E-Ballot system, you should NOT also return a hard copy of your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized E-Ballot: Unique E-Ballot ID#: _____

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of you electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable

“E-Balloting” is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile or email will not be counted.

YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON [JULY 8], 2016.

INSTRUCTIONS FOR COMPLETING BALLOTS

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “Ballot Instructions”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.
2. The Bankruptcy Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.
3. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) sign and return the Ballot to the address set forth on the enclosed pre-addressed envelope. The Voting Deadline for the receipt of Ballots by Prime Clerk is 4:00 p.m. (prevailing Central Time) on **[July 8], 2016**. Your completed Ballot must be received by Prime Clerk on or before the Voting Deadline.
4. You must vote all of your Claims or Interests within a particular Class either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, if a Holder has multiple Claims or Interests within the same Class, the Debtors may, in his discretion, aggregate the Claims or Interests of any particular Holder within a Class for the purpose of counting votes.
5. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise. The method of delivery of Ballots to Prime Clerk is at the election and risk of each holder of a Claim or Interest. Except as otherwise provided herein, such delivery will be deemed made only when Prime Clerk actually receives the originally executed Ballot. Instead of effecting delivery by mail, it is recommended, though not required, that Holders use an overnight or hand delivery service. In all cases, Holders should allow sufficient time to assure timely delivery. Delivery of a Ballot to Prime Clerk by facsimile, e-mail, or any electronic means aside from Prime Clerk’s E-Balloting platform shall not be valid. No Ballot should be sent to any of the Debtors, the Debtors’ agents (other than Prime Clerk), the Debtors’ financial or legal advisors, the Second Priority Noteholders Committee, the Second Priority Noteholders Committee’s financial or legal advisors, the Unsecured Creditors’ Committee, the Unsecured Creditors’ Committee’s financial or legal advisors, any ad hoc committee in these chapter 11 cases, or the financial or legal advisors to any such ad hoc committee, and if so sent will not be counted.
6. If multiple Ballots are received from the same Holder of a Claim or Interest with respect to the same Claim or Interest prior to the Voting Deadline, the latest timely received valid Ballot will supersede and revoke any earlier received Ballots.

7. If Prime Clerk receives no votes to accept or reject the Plan with respect to any particular Class of Claims or Interests, that Class will be deemed to have voted to accept the Plan.
8. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor Prime Clerk will accept delivery of any such certificates or instruments surrendered together with a Ballot.
9. This Ballot does not constitute, and shall not be deemed to be: (a) a Proof of a Claim or Interest; or (b) an assertion or admission of a Claim or Interest.
10. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by Prime Clerk, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
11. If you hold Claims or Interests in more than one Class under the Plan or in multiple accounts, you may receive more than one Ballot coded for each different Class or account. Each Ballot votes only your Claims or Interests indicated on that Ballot. Please complete and return each Ballot you received.
12. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim or Interest; (b) any Ballot cast by a Party that does not hold a Claim or Interest in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot or Ballot that does not contain an original signature; (d) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (e) any Ballot submitted by any Entity not entitled to vote pursuant to the Solicitation Procedures.
13. If you believe you have received the wrong Ballot, you should contact Prime Clerk immediately at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or e-mail ceocballots@primeclerk.com.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT PRIME CLERK AT (855) 842-4123 WITHIN THE UNITED STATES OR CANADA OR, OUTSIDE OF THE UNITED STATES OR CANADA, BY CALLING +1 (646) 795-6969, OR E-MAIL CEOCBALLOTS@PRIMECLERK.COM.

* * * * *

Exhibit 7 - K

Ballot for Class K Caesars Riverboat Casino Claims

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:	)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING COMPANY, INC., <u>et al.</u> ¹	)	Case No. 15-01145 (ABG)
)	
Debtors.	)	(Jointly Administered)

**BALLOT FOR ACCEPTING OR REJECTING THE DEBTORS' SECOND AMENDED
JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE
BANKRUPTCY CODE**

CLASS K — CAESARS RIVERBOAT CASINO CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING
BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT

THIS BALLOT MUST BE ACTUALLY RECEIVED BY [JULY 8], 2016, AT 4:00 P.M.
(PREVAILING CENTRAL TIME) (THE "VOTING DEADLINE")

The above-captioned debtors and debtors in possession (collectively, the "Debtors") have sent this Ballot to you because the Debtors' records indicate that you are a Holder of Caesars Riverboat Casino Claims), and accordingly, you have a right to vote to accept or reject the *Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the "Plan").²

Your rights are described in the *Disclosure Statement for the Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the "Disclosure Statement") and the Solicitation Procedures Order. The Disclosure Statement, the Plan, the Solicitation Procedures Order, and certain other materials contained in the General Solicitation Package are included in the packet you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact Prime Clerk LLC ("Prime Clerk"), the claims agent retained by the Debtors in these chapter 11 cases, by (a) accessing Prime Clerk's website at <https://cases.primeclerk.com/CEOC/>, (b) writing (via first-class,

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC/>.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

overnight mail, or hand delivery) to CEOC Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, New York 10022, (c) calling (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or (d) e-mailing Prime Clerk at ceocballots@primeclerk.com.

The Bankruptcy Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact Prime Clerk at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class K (Caesars Riverboat Casino Claims) under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

If Prime Clerk does not receive your Ballot on or before the Voting Deadline of [July 8], 2016, at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, your vote will not be counted. **If the Bankruptcy Court confirms the Plan, it will bind you regardless of whether you vote.**

Item 1. Principal Amount of Caesars Riverboat Casino Claims.

The undersigned hereby certifies that as of the Voting Record Date, [May 9], 2016, the undersigned was the Holder of a Caesars Riverboat Casino Claim in the following amount (insert amount in box below):

Amount of Claim: \$ _____

Item 2. Vote on Plan.

The Holder of the Caesars Riverboat Casino Claims set forth in Item 1 votes to (please check one):

<u>ACCEPT THE PLAN</u> <input type="checkbox"/>	<u>REJECT THE PLAN</u> <input type="checkbox"/>
---	---

Any Ballot executed by the Holder of a Claim indicating both an acceptance and a rejection of the Plan or that does not indicate either an acceptance or rejection of the Plan will not be counted.

Item 3. IMPORTANT INFORMATION REGARDING THIRD-PARTY RELEASE.

Article VIII.C of the Plan provides for a Third-Party Release. This Third-Party Release affects your rights and expressly provides:

Effective as of the Effective Date, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each Entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including with respect to any rights or Claims that could have been asserted against the Released Parties with respect to the Guaranty and Pledge Agreement (but only to the extent released in connection with the Bank Guaranty Settlement), any derivative claims, asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors, as applicable, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the Restructuring Support Agreements, the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any debt, security, asset, right, or interest of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring or any alleged restructuring or reorganization of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents, or related agreements, instruments, or other documents (including the Restructuring Support Agreements and, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including, for the avoidance of doubt, all claims, Causes of Action, or liabilities arising out of or relating to the Challenged Transactions, the Caesars Cases, and the Prepetition CEC Guarantees (including but not limited to any claims under any indentures or under the Trust Indenture Act). Notwithstanding anything to the contrary in the foregoing, the Third-Party Release shall not release any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

See Article VIII.C of the Plan.

Item 4. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

1. either: (a) it is the holder of the Caesars Riverboat Casino Claims being voted; or (b) it is an authorized signatory for an Entity that is a Holder of the Caesars Riverboat Casino Claims being voted;
2. it has received a copy of the General Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. it has cast the same vote with respect to all Caesars Riverboat Casino Claims;
4. no other Ballots with respect to the Caesars Riverboat Casino Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such Ballots dated earlier are hereby revoked;
5. it acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of such Entity's Caesars Riverboat Casino Claims;
6. it understands and, if accepting the Plan, agrees with the treatment provided for its Claim(s) under the Plan, including granting the relevant Debtor and third-party releases stated in the the plan;
7. it acknowledges and agrees that the Debtors may make conforming changes to the Plan as may be reasonably necessary, provided that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes unless otherwise required to by the Bankruptcy Court; and
8. it acknowledges and understands that (a) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class; and (b) any Class of Claims that does not have a Holder of an Allowed Claim or Interest, or a Claim temporarily allowed for voting purposes by the Debtors or the Bankruptcy Court as of the date of the Voting Deadline, shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

[SIGNATURE PAGE FOLLOWS]

Name of Holder: _____
(Please print or type)

Social Security Number or Federal Tax
Identification Number _____

Signature: _____

Name of Signatory: _____
(If other than Holder)³

Title: _____

Address: _____

E-mail address: _____

Date Completed: _____

[RETURN INSTRUCTIONS FOLLOW]

³ If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT PROMPTLY IN THE RETURN ENVELOPE PROVIDED OR BY ONLY ONE OF THE FOLLOWING APPROVED METHODS:

VIA REGULAR MAIL, OVERNIGHT, OR HAND DELIVERY TO:

**CEOC BALLOT PROCESSING
C/O PRIME CLERK LLC
830 THIRD AVENUE, 3RD FLOOR
NEW YORK, NEW YORK 10022**

VIA ONLINE TRANSMISSION

Please visit <https://cases.primeclerk.com/CEOC/>. Click on the “E-Ballot” section of the Debtors’ website and follow the directions to submit your E-Ballot. If you choose to submit your Ballot via Prime Clerk’s E-Ballot system, you should **NOT** also return a hard copy of your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized E-Ballot: Unique E-Ballot ID#: _____

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of you electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable

“E-Balloting” is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile or email will not be counted.

YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON [JULY 8], 2016.

INSTRUCTIONS FOR COMPLETING BALLOTS

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “Ballot Instructions”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.
2. The Bankruptcy Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.
3. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) sign and return the Ballot to the address set forth on the enclosed pre-addressed envelope. The Voting Deadline for the receipt of Ballots by Prime Clerk is 4:00 p.m. (prevailing Central Time) on **[July 8], 2016**. Your completed Ballot must be received by Prime Clerk on or before the Voting Deadline.
4. You must vote all of your Claims or Interests within a particular Class either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, if a Holder has multiple Claims or Interests within the same Class, the Debtors may, in his discretion, aggregate the Claims or Interests of any particular Holder within a Class for the purpose of counting votes.
5. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise. The method of delivery of Ballots to Prime Clerk is at the election and risk of each holder of a Claim or Interest. Except as otherwise provided herein, such delivery will be deemed made only when Prime Clerk actually receives the originally executed Ballot. Instead of effecting delivery by mail, it is recommended, though not required, that Holders use an overnight or hand delivery service. In all cases, Holders should allow sufficient time to assure timely delivery. Delivery of a Ballot to Prime Clerk by facsimile, e-mail, or any electronic means aside from Prime Clerk’s E-Balloting platform shall not be valid. No Ballot should be sent to any of the Debtors, the Debtors’ agents (other than Prime Clerk), the Debtors’ financial or legal advisors, the Second Priority Noteholders Committee, the Second Priority Noteholders Committee’s financial or legal advisors, the Unsecured Creditors’ Committee, the Unsecured Creditors’ Committee’s financial or legal advisors, any ad hoc committee in these chapter 11 cases, or the financial or legal advisors to any such ad hoc committee, and if so sent will not be counted.
6. If multiple Ballots are received from the same Holder of a Claim or Interest with respect to the same Claim or Interest prior to the Voting Deadline, the latest timely received valid Ballot will supersede and revoke any earlier received Ballots.

7. If Prime Clerk receives no votes to accept or reject the Plan with respect to any particular Class of Claims or Interests, that Class will be deemed to have voted to accept the Plan.
8. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor Prime Clerk will accept delivery of any such certificates or instruments surrendered together with a Ballot.
9. This Ballot does not constitute, and shall not be deemed to be: (a) a Proof of a Claim or Interest; or (b) an assertion or admission of a Claim or Interest.
10. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by Prime Clerk, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
11. If you hold Claims or Interests in more than one Class under the Plan or in multiple accounts, you may receive more than one Ballot coded for each different Class or account. Each Ballot votes only your Claims or Interests indicated on that Ballot. Please complete and return each Ballot you received.
12. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim or Interest; (b) any Ballot cast by a Party that does not hold a Claim or Interest in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot or Ballot that does not contain an original signature; (d) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (e) any Ballot submitted by any Entity not entitled to vote pursuant to the Solicitation Procedures.
13. If you believe you have received the wrong Ballot, you should contact Prime Clerk immediately at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or e-mail ceocballots@primeclerk.com.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT PRIME CLERK AT (855) 842-4123 WITHIN THE UNITED STATES OR CANADA OR, OUTSIDE OF THE UNITED STATES OR CANADA, BY CALLING +1 (646) 795-6969, OR E-MAIL CEOCBALLOTS@PRIMECLERK.COM.

* * * * *

Exhibit 8

Notice of Non-Voting Status for Unimpaired Classes

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:	)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING COMPANY, INC., <u>et al.</u> , ¹	)	Case No. 15-01145 (ABG)
)	
Debtors.	)	(Jointly Administered)

**NOTICE OF NON-VOTING STATUS WITH RESPECT TO HOLDERS OF CLAIMS
AND INTERESTS DEEMED TO ACCEPT THE DEBTORS' SECOND AMENDED
JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE
BANKRUPTCY CODE**

PLEASE TAKE NOTICE that on [May 9], 2016, the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court") entered an order [Docket No. ●] approving the *Disclosure Statement for the Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the "Disclosure Statement") as containing adequate information, as required under section 1125(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"). Also on [May 9], 2016, the Court entered the *Order (A) Approving the Solicitation and Election Procedures and (B) Granting Related Relief* [Docket No. ●] (the "Solicitation Procedures Order"), which, among other things, authorized the above-captioned debtors and debtors in possession (collectively, the "Debtors") to solicit votes with regard to the acceptance or rejection of the *Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the "Plan").²

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable. Copies of the Plan, the Disclosure Statement, and other information regarding these chapter 11 cases are available free of charge on the Debtors' restructuring website maintained by Prime Clerk LLC ("Prime Clerk"), the Debtors' notice, claims, and solicitation agent retained in these chapter 11 cases, at <https://cases.primeclerk.com/CEOC> or by (a) calling the Debtors' restructuring hotline at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or (b) e-mailing ceocballots@primeclerk.com. You may also obtain copies of any pleadings by

PLEASE TAKE FURTHER NOTICE that this notice of non-voting status is being sent to Holders of Claims and Interests in Class A (Secured Tax Claims), Class B (Other Secured Claims), Class C (Other Priority Claims), Class L (Non-Obligor Unsecured Claims), and Class Q (Des Plaines Interests), whose Claims and Interests are unimpaired, and therefore are (i) deemed to accept the Plan and (ii) not entitled to vote on the Plan.

PLEASE TAKE FURTHER NOTICE that you are receiving this notice because, under the terms of the Plan, your Claim(s) and Interest(s) are unimpaired and will be paid in full in Cash or otherwise rendered Unimpaired and, therefore, pursuant to section 1126(f) of the Bankruptcy Code, you are deemed to accept the Plan and are, therefore, ***not entitled to vote on the Plan***. Accordingly this notice and the Confirmation Hearing Notice are being sent to you for informational purposes only.

PLEASE TAKE FURTHER NOTICE that notwithstanding this Notice of Non-Voting Status, you have the right to (i) contest your non-voting status and (ii) object to confirmation of the Plan.

PLEASE TAKE FURTHER NOTICE that if you believe that your Claim or Interest has been misclassified as non-voting, then you must file with the Bankruptcy Court and serve the Debtors' counsel with a motion for an order, pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure, temporarily allowing your Claim or Interest in a different Class for purposes of voting to accept or reject the Plan, on or before **[●], 2016 at 4:00 p.m. (prevailing Central Time)**. If you and the Debtors are unable to consensually resolve any such dispute, a hearing will be scheduled before the Bankruptcy Court on such dispute.

PLEASE TAKE FURTHER NOTICE that the deadline for filing objections to the Plan is **[August 19], 2016 at 4:00 p.m. (prevailing Central Time)**. Any objection to the Plan must be filed in accordance with the procedures set forth in the Confirmation Hearing Notice.

PLEASE TAKE FURTHER NOTICE that if you have any questions about the status of any of your Claims, you should contact Prime Clerk LLC, the claims agent retained by the Debtors in these chapter 11 cases, by: (a) accessing Prime Clerk's website at <https://cases.primeclerk.com/CEOC>; (b) writing to Prime Clerk, by first-class mail, Caesars Entertainment Operating Company, Inc., et al., c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, New York 10022; (c) by calling the Debtors' restructuring hotline at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969; or (d) e-mailing Prime Clerk at ceocballots@primeclerk.com.

THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS REGARDING YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, PLEASE CONTACT PRIME CLERK.

visiting the Court's website at <http://www.ilnb.uscourts.gov> in accordance with the procedures and fees set forth therein.

Dated: May [●], 2016
Chicago, Illinois

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- and -

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Counsel to the Debtors and Debtors in Possession

Exhibit 9

Notice of Non-Voting Status for Deemed Rejecting Classes

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:	)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING COMPANY, INC., <u>et al.</u> ¹	)	Case No. 15-01145 (ABG)
)	
Debtors.	)	(Jointly Administered)

**NOTICE OF NON-VOTING STATUS WITH RESPECT TO HOLDERS OF CLAIMS
AND INTERESTS DEEMED TO REJECT THE DEBTORS' SECOND AMENDED
JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE
BANKRUPTCY CODE**

PLEASE TAKE NOTICE that on [May 9], 2016, the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court") entered an order [Docket No. ●] approving the *Disclosure Statement for the Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the "Disclosure Statement") as containing adequate information, as required under section 1125(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"). Also on [May 9], 2016, the Court entered the *Order (A) Approving the Solicitation and Election Procedures and (B) Granting Related Relief* [Docket No. ●] (the "Solicitation Procedures Order"), which, among other things, authorized the above-captioned debtors and debtors in possession (collectively, the "Debtors") to solicit votes with regard to the acceptance or rejection of the *Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the "Plan").²

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable. Copies of the Plan, the Disclosure Statement, and other information regarding these chapter 11 cases are available free of charge on the Debtors' restructuring website maintained by Prime Clerk LLC ("Prime Clerk"), the Debtors' notice, claims, and solicitation agent retained in these chapter 11 cases, at <https://cases.primeclerk.com/CEOC> or by (a) calling the Debtors' restructuring hotline at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or (b) e-mailing ceocballots@primeclerk.com. You may also obtain copies of any pleadings by

PLEASE TAKE FURTHER NOTICE that this notice of non-voting status is being sent to Holders of Claims and Interests in Class M (Section 510(b) Claims), Class N (Intercompany Claims), Class O (Intercompany Interests), and Class P (CEOC Interests), whose Claims and Interests are fully impaired, and therefore are (i) deemed to reject the Plan and (ii) not entitled to vote on the Plan.

PLEASE TAKE FURTHER NOTICE that you are receiving this notice because, under the terms of Article III of the Plan your Claims or Interests in the Debtors, as applicable, are Impaired and you will receive no distribution on account of such Claims or Interests under the Plan. Accordingly, pursuant to section 1126(g) of the Bankruptcy Code, you are deemed to have rejected the Plan and are, therefore, ***not entitled to vote on the Plan***. Accordingly, this notice and the Confirmation Hearing Notice are being sent to you for informational purposes only.

PLEASE TAKE FURTHER NOTICE that notwithstanding this Notice of Non-Voting Status, you have the right to (i) contest your non-voting status and (ii) object to confirmation of the Plan.

PLEASE TAKE FURTHER NOTICE that if you believe that your Claim or Interest has been misclassified as non-voting, then you must file with the Bankruptcy Court and serve the Debtors' counsel with a motion for an order, pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure, temporarily allowing your Claim or Interest in a different Class for purposes of voting to accept or reject the Plan, on or before **[●], 2016 at 4:00 p.m. (prevailing Central Time)**. If you and the Debtors are unable to consensually resolve any such dispute, a hearing will be scheduled before the Bankruptcy Court on such dispute.

PLEASE TAKE FURTHER NOTICE that the deadline for filing objections to the Plan is **[August 19], 2016 at 4:00 p.m. (prevailing Central Time)**. Any objection to the Plan must be filed in accordance with the procedures set forth in the Confirmation Hearing Notice.

PLEASE TAKE FURTHER NOTICE that if you have any questions about the status of any of your Claims, you should contact Prime Clerk LLC, the claims agent retained by the Debtors in these chapter 11 cases, by: (a) accessing Prime Clerk's website at <https://cases.primeclerk.com/CEOC>; (b) writing to Prime Clerk, by first-class mail, Caesars Entertainment Operating Company, Inc., et al., c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, New York 10022; (c) by calling the Debtors' restructuring hotline at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969; or (d) e-mailing Prime Clerk at ceocballots@primeclerk.com.

THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS REGARDING YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, PLEASE CONTACT PRIME CLERK, THE DEBTORS NOTICE AND CLAIMS AGENT.

visiting the Court's website at <http://www.ilnb.uscourts.gov> in accordance with the procedures and fees set forth therein.

Dated: May [●], 2016
Chicago, Illinois

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Counsel to the Debtors and Debtors in Possession

Exhibit 10

Notice of Assumed Executory Contracts and Unexpired Leases

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:)	
	)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING COMPANY, INC., <u>et al.</u> , ¹	)	Case No. 15-01145 (ABG)
)	
Debtors.	)	(Jointly Administered)

**NOTICE TO COUNTERPARTIES TO EXECUTORY CONTRACTS AND
UNEXPIRED LEASES BEING ASSUMED BY THE DEBTORS'
SECOND AMENDED JOINT PLAN OF REORGANIZATION**

PLEASE TAKE NOTICE that on [May 9], 2016, the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court") entered an order [Docket No. ●] approving the *Disclosure Statement for the Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the "Disclosure Statement") as containing adequate information, as required under section 1125(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"). Also on [May 9], 2016, the Court entered the *Order (A) Approving the Solicitation and Election Procedures and (B) Granting Related Relief* [Docket No. ●] (the "Solicitation Procedures Order"), which, among other things, authorized the above-captioned debtors and debtors in possession (collectively, the "Debtors") to solicit votes with regard to the acceptance or rejection of the *Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the "Plan").²

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable. Copies of the Plan, the Disclosure Statement, and other information regarding these chapter 11 cases are available free of charge on the Debtors' restructuring website maintained by Prime Clerk LLC ("Prime Clerk"), the Debtors' notice, claims, and solicitation agent retained in these chapter 11 cases, at <https://cases.primeclerk.com/CEOC> or by (a) calling the Debtors' restructuring hotline at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or (b) e-mailing ceocballots@primeclerk.com. You may also obtain copies of any pleadings by visiting the Court's website at <http://www.ilnb.uscourts.gov> in accordance with the procedures and fees set forth therein.

PLEASE TAKE FURTHER NOTICE that under the terms of Article V of the Plan, each Executory Contract and Unexpired Lease of a Debtor shall be deemed automatically assumed pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date of the Plan, regardless of whether such Executory Contract or Unexpired Lease is identified on the Assumed Executory Contracts and Unexpired Leases Schedule, unless such Executory Contracts or Unexpired Lease:

1. was previously assumed or rejected by the Debtors;
2. previously expired or terminated pursuant to its own terms;
3. is the subject of a motion to reject such Executory Contract or Unexpired Lease, as applicable, filed on or before the Effective Date;
4. is identified as an Executory Contract or Unexpired Lease on the Rejected Executory Contract and Unexpired Lease Schedule, if any; or
5. is otherwise expressly assumed and assigned or rejected pursuant to the Plan.

You are receiving this notice because you or one of your affiliates is a counterparty to an Executory Contract or an Unexpired Lease³ with one or more of the Debtors as listed on **Appendix A**, attached hereto.

The Debtors intend to assume the Executory Contracts or Unexpired Leases listed above to which you are a counterparty. The Debtors have conducted a review of the Debtors' books and records and have determined that the amount to cure unpaid obligations under such contract or lease is as set forth above (the "Cure Obligation"). Unless otherwise ordered by the Court, any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption and assignment or related Cure Obligation must be filed with the Court and served so as to be actually received by the Debtors on [●], 2016, at [4]:00 p.m. (prevailing Central Time), the date that is [●] days from the date hereof. If you fail to object in a timely manner to the proposed assumption or Cure Obligation with respect to any Executory Contract or Unexpired Lease, you will be deemed to have assented to such assumption and Cure Obligation.

PLEASE TAKE FURTHER NOTICE that in the event of a dispute regarding: (a) any Cure Obligation; (b) the ability of the Debtors or any assignee, as applicable, to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under any of your Executory Contracts or Unexpired Leases; or (c) any other matter pertaining to assumption or assumption and assignment of any of your Executory Contracts or Unexpired Leases, the satisfaction of any Cure Obligation will be made following the entry of a Final Order resolving the dispute and approving the assumption and assignment of such Executory Contracts or Unexpired Leases; provided, however, that prior to the Effective

³ This "Notice" is being sent to counterparties to Executory Contracts and Unexpired Leases. This Notice is not an admission by the Debtors that such contract or lease is executory or unexpired.

Date, the Debtors or any assignee, as applicable, may settle any dispute regarding such Cure Obligation without further notice to or action, order, or approval of the Court.

PLEASE TAKE FURTHER NOTICE that assumption and assignment of any Executory Contract or Unexpired Lease pursuant to the Plan, or otherwise, shall result in the full release and satisfaction of any Claims or defaults, subject to satisfaction of any Cure Obligation, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption and/or assignment. Anything in the Schedules and any Proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed and assigned shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

YOUR STATUS AS A COUNTERPARTY TO AN EXECUTORY CONTRACT AND/OR AN UNEXPIRED LEASE DOES NOT IN AND OF ITSELF ENTITLE YOU TO VOTE ON THE PLAN. Accordingly, this Notice and the *Notice of Order (A) Approving the Solicitation and Election Procedures and (B) Granting Related Relief* are being sent to you for informational purposes only.

PLEASE TAKE FURTHER NOTICE that if you have any questions about this Notice you should contact Prime Clerk in accordance with the instructions provided above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Dated: May [●], 2016
Chicago, Illinois

James H.M. Sprayregen, P.C.
David R. Seligman, P.C.
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Counsel to the Debtors and Debtors in Possession

Appendix A

Contraction Assumption List

Counterparty Name	Agreement	Cure Amount

Exhibit 11

Notice of Rejected Executory Contracts and Unexpired Leases

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

)	
In re:	)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING COMPANY, INC., <u>et al.</u> , ¹	)	Case No. 15-01145 (ABG)
)	
Debtors.	)	(Jointly Administered)
)	

**NOTICE TO COUNTERPARTIES TO EXECUTORY CONTRACTS AND
UNEXPIRED LEASES BEING REJECTED BY THE DEBTORS'
SECOND AMENDED JOINT PLAN OF REORGANIZATION**

PLEASE TAKE NOTICE that on [May 9], 2016, the United States Bankruptcy Court for the Northern District of Illinois (the “Bankruptcy Court”) entered an order [Docket No. ●] approving the *Disclosure Statement for the Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the “Disclosure Statement”) as containing adequate information, as required under section 1125(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”). Also on [May 9], 2016, the Court entered the *Order (A) Approving the Solicitation and Election Procedures and (B) Granting Related Relief* [Docket No. ●] (the “Solicitation Procedures Order”), which, among other things, authorized the above-captioned debtors and debtors in possession (collectively, the “Debtors”) to solicit votes with regard to the acceptance or rejection of the *Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the “Plan”).²

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable. Copies of the Plan, the Disclosure Statement, and other information regarding these chapter 11 cases are available free of charge on the Debtors’ restructuring website maintained by Prime Clerk LLC (“Prime Clerk”), the Debtors’ notice, claims, and solicitation agent retained in these chapter 11 cases, at <https://cases.primeclerk.com/CEOC> or by (a) calling the Debtors’ restructuring hotline at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or (b) e-mailing ceocballots@primeclerk.com. You may also obtain copies of any pleadings by visiting the Court’s website at <http://www.ilnb.uscourts.gov> in accordance with the procedures and fees set forth therein.

PLEASE TAKE FURTHER NOTICE that under the terms of Article V of the Plan, each Executory Contract and Unexpired Lease of a Debtor shall be deemed automatically assumed pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date of the Plan, regardless of whether such Executory Contract or Unexpired Lease is identified on the Rejected Executory Contracts and Unexpired Leases Schedule, unless such Executory Contracts or Unexpired Lease:

1. was previously assumed or rejected by the Debtors;
2. previously expired or terminated pursuant to its own terms;
3. is the subject of a motion to reject such Executory Contract or Unexpired Lease, as applicable, filed on or before the Effective Date;
4. is identified as an Executory Contract or Unexpired Lease on the Rejected Executory Contract and Unexpired Lease Schedule, if any; or
5. is otherwise expressly assumed and assigned or rejected pursuant to the Plan.

You are receiving this notice because you or one of your affiliates is a counterparty to an Executory Contract or an Unexpired Lease³ listed below with one or more of the Debtors as listed on **Appendix A**, attached hereto.

The Debtors intend to reject the Executory Contracts or Unexpired Leases listed above to which you are a counterparty. As a result of the Executory Contracts or Unexpired Leases to which you are a counterparty being rejected, you may be entitled to an unsecured claim for which a Proof of Claim must be filed. Pursuant to the Plan, if the rejection of your Executory Contracts or Unexpired Leases gives rise to a Claim by you, unless otherwise provided by an order of the Court, any Proofs of Claim based on the rejection of the Debtors' Executory Contracts or Unexpired Leases, pursuant to the Plan or otherwise, must be filed with the Court and served on the Debtors no later than thirty days after the effective date of rejection of such Executory Contract or Unexpired Lease. In addition, any objection to the rejection of an Executory Contract or Unexpired Lease must be filed with the Court and served so as to be actually received by the Debtors on the date that is thirty days from the date hereof, which is the effective date of such rejection.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Reorganized Debtors, the New Property Entities, the Estates, or their property, without the need for any objection by the Debtors or Reorganized Debtors, or further notice to, action, order, or approval of the Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied,

³ This "Notice" is being sent to counterparties to Executory Contracts and Unexpired Leases. This Notice is not an admission by the Debtors that such contract or lease is executory or unexpired.

released, and discharged, and be subject to the permanent injunction set forth in Article VIII.E of the Plan, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. All Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims against the appropriate Debtor, except as otherwise provided by order of the Court.

YOUR STATUS AS A COUNTERPARTY TO AN EXECUTORY CONTRACT AND/OR AN UNEXPIRED LEASE DOES NOT IN AND OF ITSELF ENTITLE YOU TO VOTE ON THE PLAN. Accordingly, this Notice and the *Notice of Order (A) Approving the Solicitation and Election Procedures and (B) Granting Related Relief* are being sent to you for informational purposes only.

PLEASE TAKE FURTHER NOTICE that if you have any questions about this Notice you should contact Prime Clerk in accordance with the instructions provided above.

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Dated: May [●], 2016
Chicago, Illinois

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Counsel to the Debtors and Debtors in Possession

Appendix A

Contract Rejection List

Counterparty Name	Agreement

Exhibit 12

Notice to Disputed Claim Holders

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:	)	Chapter 11
CAESARS ENTERTAINMENT OPERATING COMPANY, INC., <u>et al.</u> , ¹	)	Case No. 15-01145 (ABG)
Debtors.	)	(Jointly Administered)

NOTICE OF NON-VOTING STATUS WITH RESPECT TO DISPUTED CLAIMS

PLEASE TAKE NOTICE that on [May 9], 2016, the United States Bankruptcy Court for the Northern District of Illinois (the “Bankruptcy Court”) entered an order [Docket No. ●] approving the *Disclosure Statement for the Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the “Disclosure Statement”) as containing adequate information, as required under section 1125(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”). Also on [May 9], 2016, the Court entered the *Order (A) Approving the Solicitation and Election Procedures and (B) Granting Related Relief* [Docket No. ●] (the “Solicitation Procedures Order”), which, among other things, authorized the above-captioned debtors and debtors in possession (collectively, the “Debtors”) to solicit votes with regard to the acceptance or rejection of the *Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ●] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the “Plan”).²

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable. Copies of the Plan, the Disclosure Statement, and other information regarding these chapter 11 cases are available free of charge on the Debtors’ restructuring website maintained by Prime Clerk LLC (“Prime Clerk”), the Debtors’ notice, claims, and solicitation agent retained in these chapter 11 cases, at <https://cases.primeclerk.com/CEOC> or by (a) calling the Debtors’ restructuring hotline at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969, or (b) e-mailing ceocballots@primeclerk.com. You may also obtain copies of any pleadings by visiting the Court’s website at <http://www.ilnb.uscourts.gov> in accordance with the procedures and fees set forth therein.

PLEASE TAKE FURTHER NOTICE that you are receiving this notice because you are the Holder of a Claim that is subject to a pending objection by the Debtors (a “Disputed Claim”). **You are not entitled to vote any disputed portion of your Claim on the Plan unless one or more of the following events have taken place before [July 5], 2016, a date that is three (3) Business Days before the Voting Deadline** (each, a “Resolution Event”):

- (a) The Bankruptcy Court enters an order allowing the Disputed Claim in accordance with section 502(b) of the Bankruptcy Code after notice and a hearing.
- (b) The Bankruptcy Court enters an order temporarily allowing the Disputed Claim for voting purposes only in accordance with Bankruptcy Rule 3018(a) after notice and a hearing.
- (c) The Debtors and the Holder of the Disputed Claim execute a stipulation or other agreement resolving the objection and allowing that Claim in an agreed-upon amount.
- (d) The Debtors and the Holder of the Disputed Claim execute a stipulation or other agreement temporarily allowing that Holder to vote its Claim in an agreed-upon amount.
- (e) The pending objection is voluntarily withdrawn by the Debtors.

Accordingly, this notice and the Confirmation Hearing Notice are being sent to you for informational purposes only.

PLEASE TAKE FURTHER NOTICE that if a Resolution Event occurs, then no later than two (2) Business Days thereafter, the Debtors shall cause Prime Clerk to distribute a Ballot, and a pre-addressed, postage pre-paid envelope to you, which must be returned to Prime Clerk no later than the Voting Deadline, which is **4:00 p.m. (prevailing Central Time) on [July 8], 2016**.

PLEASE TAKE FURTHER NOTICE that if you have any questions about the status of any of your Claims, you should contact Prime Clerk LLC, the claims agent retained by the Debtors in these chapter 11 cases, by: (a) accessing Prime Clerk’s website at <https://cases.primeclerk.com/CEOC>; (b) writing to Prime Clerk, by first-class mail, Caesars Entertainment Operating Company, Inc., et al., c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, New York 10022; (c) by calling the Debtors’ restructuring hotline at (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969; or (d) e-mailing Prime Clerk at ceocballots@primeclerk.com.

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Dated: May [●], 2016
Chicago, Illinois

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