

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

BOKF, N.A.

Plaintiff,

v.

CAESARS ENTERTAINMENT CORPORATION,

Defendant.

No. 1:15-cv-01561-JSR

UMB BANK, N.A.,

Plaintiff,

v.

CAESARS ENTERTAINMENT CORPORATION,

Defendant.

No. 1:15-cv-04634-JSR

TRILOGY PORTFOLIO COMPANY, LLC and
RELATIVE VALUE-LONG/SHORT DEBT
PORTFOLIO, A SERIES OF UNDERLYING
FUNDS TRUST,

Plaintiffs,

v.

CAESARS ENTERTAINMENT CORPORATION.
and CAESARS ENTERTAINMENT OPERATING
CO., INC.,

Defendants.

No. 1:14-cv-07091-JSR

FREDERICK BARTON DANNER, Individually
and On Behalf of All Others Similarly Situated,

Plaintiffs,

v.

CAESARS ENTERTAINMENT CORPORATION,
and CAESARS ENTERTAINMENT OPERATING
CO., INC.,

Defendants.

No. 1:14-cv-07973-JSR

WILMINGTON TRUST, NATIONAL
ASSOCIATION, solely in its capacity as successor
Indenture Trustee for the 10.75% Notes due 2016,

Plaintiff,

v.

CAESARS ENTERTAINMENT CORPORATION,

Defendant.

No. 1:15-cv-08280-JSR

**REPLY DECLARATION OF PHILIPPE ADLER IN SUPPORT OF CAESARS
ENTERTAINMENT CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

PHILIPPE ADLER declares pursuant to 28 U.S.C. § 1746:

1. I am a member of the bar of this Court and a member of the law firm of Friedman Kaplan Seiler & Adelman LLP ("FKSA"), which is co-counsel to defendant Caesars Entertainment Corporation ("CEC") in the above-captioned actions.

2. I submit this reply declaration to transmit certain documents that are referenced in, CEC's Reply Memoranda of Law in Support of its Motions for Summary Judgment and accompanying Rule 56.1 Statements of Undisputed Facts in the above-captioned actions.

3. I attach true and correct copies of the documents listed in the table below.

Ex. 1	Excerpts from the transcript of the September 9 and September 10, 2015 deposition of David Sambur, the Fed. R. Civ. P. 30(b)(6) representative of Caesars Entertainment Corp.
Ex. 2	Notice of discharge issued by CEOC, dated August 15, 2014, and Trustee acknowledgement, dated August 15, 2014.
Ex. 3	Email from Alexandra Mishkin to CEOC Board of Directors, dated November 18, 2014, produced during discovery in these actions bearing Bates No. GNTY_CEOC_002426

Dated: New York, New York
June 14, 2016

/s/ Philippe Adler
Philippe Adler

Reply Declaration of Philippe Adler

Exhibit 1

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IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

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WILMINGTON SAVINGS FUND)
SOCIETY, FSB, solely in its capacity)
as Successor Indenture Trustee for)
the 10% Second-Priority Senior)
Secured Notes due 2018, on behalf)
of CAESARS ENTERTAINMENT)
OPERATING COMPANY, INC.,)
Plaintiff,)
vs.) C.A. No. 10004-VCG
CAESARS ENTERTAINMENT OPERATING)
COMPANY, INC., et al.,)
Defendants.)
-----)

CAPTION CONTINUED ON NEXT PAGE

* * * C O N F I D E N T I A L * * *
VIDEOTAPED 30(b)(6) DEPOSITION OF CAESARS
ENTERTAINMENT CORPORATION by DAVID SAMBUR
New York, New York
September 9, 2015

Reported by: BONNIE PRUSZYNSKI, RMR, RPR, CLR
JOB NO. 96970

Confidential

<p style="text-align: right;">Page 362</p> <p>1 D. Sambur 2 Are you simply trying to say there 3 that the 2016 and '17 notes have different 4 indentures? 5 MR. CLAYTON: Objection to the 6 form. 7 A They have different indentures, and 8 they were not in the -- the indentures at 9 issue in the BOKF and UMB cases were not 10 amended as part of the August unsecured note 11 transaction. The only indenture I am aware 12 of that was amended in that transaction were 13 the indentures for the '16 and '17 notes. 14 Q Then 20, you indicate that the '16 15 and '17 notes were the last outstanding 16 existing notes, and that's in quotes, defined 17 in the indentures. Can you explain to me 18 what you mean by "existing notes"? 19 A I believe this was a defined term 20 in the indentures governing the BOKF and UMB 21 notes. And then it goes on to say CEC 22 guarantees of the other existing notes had 23 already been discharged or released. So, 24 upon affirming the release in these notes, 25 all of the existing notes guarantees had been</p>	<p style="text-align: right;">Page 363</p> <p>1 D. Sambur 2 released. 3 Q So, upon affirming the release of 4 the '16 and '17 notes, you are indicating 5 that the second lien notes were released? 6 A Well, they were released or ready, 7 but this is saying -- this is saying another 8 reason why -- why they were released. 9 Q Another reason why the second lien 10 notes were released? 11 MR. CLAYTON: Objection to the 12 form. 13 A It was released already as part of 14 the May transaction. This was saying -- I 15 don't have the definition in front of me -- 16 that the August transaction would have been 17 further -- further evidence of the release. 18 Q Okay. Let's go to paragraph nine. 19 It starts on three. And I am specifically 20 asking you about the last sentence. That 21 actually is on four. It indicates, "CEOC had 22 also issued notes prior to the 2008 23 acquisition of CEC that likewise included a 24 guarantee on the part of CEC that I 25 understand was included to facilitate</p>
<p style="text-align: right;">Page 364</p> <p>1 D. Sambur 2 financial report by avoiding the cost and 3 delay of preparing separate audited financial 4 statements for CEC." 5 Can you explain to me the basis of 6 your understanding for that statement? 7 MR. CLAYTON: Objection to the 8 form. 9 You may answer. 10 A Yeah, when we were buying the 11 company, we had inquired of management why 12 they had this, and they explained it to us. 13 Q Who at management? 14 A I don't recall specific 15 individuals, but earlier on today, we 16 discussed the whole process around the LBO, 17 of thinking about where to structure the 18 notes and which financials to use, and there 19 was a lot of discussion around this at the 20 time. 21 Q So, when you say "management," do 22 you mean board members? 23 A No. I mean operational management 24 of the company, most likely people in the 25 finance department or the legal department.</p>	<p style="text-align: right;">Page 365</p> <p>1 D. Sambur 2 Q But you can't tell me who exactly? 3 A I can't tell you specifically which 4 individual at the company, no. 5 Q I apologize, I think this may have 6 been asked of you already, but did you -- did 7 you speak with Mr. Rowan about his deposition 8 testimony? 9 A No. 10 Q Did you speak with him in preparing 11 for today's deposition? 12 A No. 13 Q I think you said you only spoke 14 with counsel to prepare. 15 A Correct. 16 Q Again, I apologize if this was 17 asked, but with respect to the negotiations 18 that you had with the Sullivan & Cromwell 19 group, did you keep notes? 20 A No, I don't believe I did. 21 Q How about with respect to board 22 meetings in approving the May and August 23 transaction, would you have kept notes? 24 A No. 25 Q Actually, this may have been -- I</p>

Reply Declaration of Philippe Adler

Exhibit 2

CAESARS ENTERTAINMENT OPERATING COMPANY, INC.

One Caesars Palace Drive
Las Vegas, Nevada 89109

August 15, 2014

U.S. Bank National Association
as Trustee
2300 W. Sahara, Suite 200
Las Vegas, NV 89102
Attention: Corporate Client Services

Notice of Discharge – Caesars Entertainment Operating Company, Inc. 5.625% Senior Notes due 2015
(CUSIP No. 413627AU4)

Ladies and Gentlemen:

Reference is made to the Indenture, dated as of May 27, 2005 (as amended, supplemented, amended and restated or otherwise modified to the date hereof, the “Indenture”), among Caesars Entertainment Operating Company, Inc. (formerly known as Harrah’s Operating Company, Inc.) (the “Issuer”), Caesars Entertainment Corporation (formerly known as Harrah’s Entertainment Inc.), and U.S. Bank National Association, as trustee (the “Trustee”), governing the Issuer’s 5.625% Senior Notes due 2015 (the “Notes”). Capitalized terms used and not defined herein have the meaning given to such terms in the Indenture.

On August 15, 2014, the Issuer irrevocably deposited with the Trustee \$7,263,491.11 pursuant to Section 8.1(a) of the Indenture to pay and discharge the entire indebtedness (including the principal redemption amount and accrued and unpaid interest) outstanding on the Notes to September 15, 2014, the date of redemption of the Notes (the “Redemption Date”). The Issuer acknowledges and agrees that the Trustee shall hold such funds on deposit pursuant to the terms of the Indenture without investment, and that the Trustee shall have no obligation for interest or other compensation thereon. Pursuant to Section 8.2 of the Indenture, the Issuer hereby irrevocably instructs the Trustee to apply the deposited money toward the payment of the Notes on the Redemption Date in accordance with the terms of the Indenture.

Further, the Issuer hereby requests that the Trustee acknowledges in writing the receipt of the documentation and deposit of funds required under the Indenture for the satisfaction and discharge of the Issuer’s obligations under the Notes and the Indenture, except for those surviving obligations set forth in Sections 2.3, 2.7, 2.14, 7.7, 8.1, 8.2 and 8.5 of the Indenture.

Very truly yours,

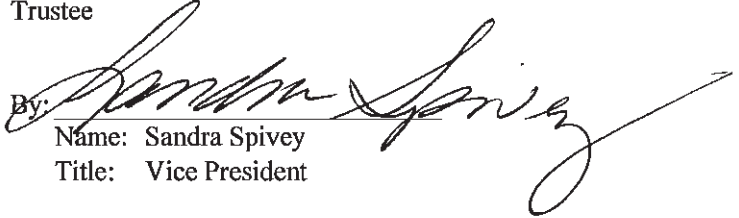
**CAESARS ENTERTAINMENT
OPERATING COMPANY, INC.**

By: 
Name: Eric Hession
Title: SVP of Finance and Treasurer

[Discharge Letter]

As of August 15, 2014, the Trustee hereby acknowledges, without recourse, representation or warranty, receipt of the documentation and deposit of funds required under the Indenture for the satisfaction and discharge of the Issuer's obligations under the Notes and the Indenture, except for those surviving obligations set forth in Sections 2.3, 2.7, 2.14, 7.7, 8.1, 8.2 and 8.5 of the Indenture.

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: 
Name: Sandra Spivey
Title: Vice President

Reply Declaration of Philippe Adler

Exhibit 3

Exhibit Filed Under Seal
Pursuant to Amended Protective Order
Dated January 6, 2016