

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 Nos. 11, 57

FINAL ORDER (I) AUTHORIZING PAYMENT OF PREPETITION CLAIMS OF CERTAIN VENDORS, (II) APPROVING AND AUTHORIZING PROCEDURES RELATED THERETO, AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Final Order") (I) authorizing the Debtors to pay certain prepetition claims of the Critical Vendors, (II) approving and authorizing procedures to address any vendors that repudiate or otherwise refuse to honor contractual obligations to the Debtors, and (III) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and after due deliberation, it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis pursuant to 11 U.S.C. § 363(b) as set forth herein.
2. The Debtors are authorized, but not directed, to pay the Critical Vendor Claims (or to reimburse Caesars Enterprise Services, LLC for such payments) in an amount not to

¹ The last four digits of Caesars Entertainment Operating Company, Inc.'s tax identification number are 1623. Due to the large number of Debtors in these jointly-administered chapter 11 cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.primeclerk.com/CEOC>.

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

exceed \$16,300,000 in the aggregate, unless otherwise ordered by the Court, as set forth herein; provided, that the Debtors will not pay any such Critical Vendor Claims before such amounts are due and payable in the ordinary course.

3. The Debtors are authorized to negotiate trade terms with any Critical Vendor, as a condition to payment of any Critical Vendor Claim, that vary from the Customary Trade Terms (the "Negotiated Trade Terms") to the extent the Debtors determine that such terms are necessary to procure essential goods or services or are otherwise in the best interests of the Debtors' estates.

4. The Debtors will provide the Statutory Unsecured Claimholders' Committee (the "UCC") and any other statutory committee appointed in these chapter 11 cases a report on a "professionals eyes only" basis summarizing (a) payments of Critical Vendor Claims that have occurred, identifying the Critical Vendor payee by name, (b) proposed payments of Critical Vendor Claims under consideration that exceed \$375,000 to any single Critical Vendor (identified by name), to the extent not previously disclosed in an earlier report (or disclosed, but not identified by name) or otherwise, (c) Negotiated Trade Terms that have been established under this Final Order, and (d) Negotiated Trade Terms that materially vary from Customary Trade Terms under consideration to the extent not previously disclosed in an earlier report or otherwise. The Debtors will provide such reporting on a weekly basis with respect to subparts (a) and (c) of the foregoing, and a bi-monthly basis with respect to subparts (b) and (d) of the foregoing. The Debtors, in good faith and to the extent commercially reasonably practicable, will consult with the UCC's professionals and professionals retained by any statutory committee appointed in these chapter 11 cases with respect to subparts (b) and (d) of the foregoing one (1)

business day prior to making such payments or implementing such materially different Negotiated Trade Terms.

5. A Critical Vendor's acceptance of payment is deemed to be acceptance of the terms of this Final Order, and if the Critical Vendor thereafter does not provide the Debtors with Customary Trade Terms or Negotiated Trade Terms during these chapter 11 cases, then any payments of prepetition claims made after the Petition Date may be deemed to be unauthorized postpetition transfers and therefore recoverable by the Debtors in these chapter 11 cases.

6. The Debtors are authorized to, and in the exercise of their sound business judgment may, obtain written verification of Customary Trade Terms or Negotiated Trade Terms to be supplied by the Critical Vendors before issuing payment hereunder.

7. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order constitutes: (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of any party's rights to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Final Order or the Motion; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (f) a waiver of any other party's rights under the Bankruptcy Code or any other applicable law.

8. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the

Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

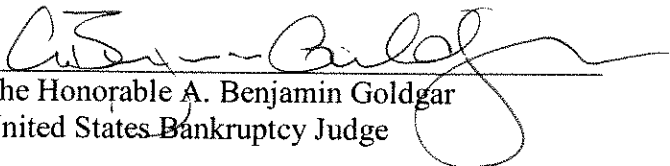
9. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Critical Vendor Claims.

10. Notwithstanding anything to the contrary contained herein, the relief granted in this Final Order and any payment to be made hereunder is subject to the terms of any orders granting the use of cash collateral approved by this Court in these chapter 11 cases (including with respect to any budgets governing or relating to such use), and to the extent there is any inconsistency between the terms of such cash collateral orders and any action taken or proposed to be taken hereunder, the terms of such cash collateral orders will control.

11. Notice of the Motion as provided therein is sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

12. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

Dated: 04 MAR 2015
Chicago, Illinois


The Honorable A. Benjamin Goldgar
United States Bankruptcy Judge