

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)

**NOTICE OF DEBTORS’ APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE EMPLOYMENT AND RETENTION OF MILLSTEIN & CO., L.P.
AS FINANCIAL ADVISOR AND INVESTMENT BANKER FOR THE DEBTORS AND
DEBTORS IN POSSESSION AND WAIVING CERTAIN INFORMATION
REQUIREMENTS IMPOSED BY LOCAL RULE 5082-1(C)**

PLEASE TAKE NOTICE that on the **25th day of March, 2015, at 1:30 p.m. (prevailing Central Time)** or as soon thereafter as counsel may be heard, the Debtors shall appear 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, and present the attached *Debtors’ Application for Entry of an Order Authorizing the Employment and Retention of Millstein & Co., L.P. as Financial Advisor and Investment Banker for the Debtors and Debtors in Possession and Waiving Certain Information Requirements Imposed by Local Rule 5082-1(C)* (the “Application”).

PLEASE TAKE FURTHER NOTICE that any objection to the Application must be filed with the Court by **March 18, 2015, at 4:00 p.m. (prevailing Central Time)** and served so as to be actually received by such time by: (a) proposed 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>.

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>.

PLEASE TAKE FURTHER NOTICE that copies of the Application 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 www.ilnb.uscourts.gov in accordance with the procedures and fees set forth therein.

Dated: March 11, 2015
Chicago, Illinois

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

James H.M. Sprayregen, P.C.

David R. Seligman, P.C.

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*Proposed Counsel to the Debtors
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**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)

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE EMPLOYMENT AND RETENTION OF
MILLSTEIN & CO., L.P. AS FINANCIAL ADVISOR AND INVESTMENT
BANKER FOR THE DEBTORS AND DEBTORS IN POSSESSION AND
WAIVING CERTAIN INFORMATION REQUIREMENTS
IMPOSED BY LOCAL RULE 5082-1(C)**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) file this application (this “Application”) for entry of an order, substantially in the form attached hereto as **Exhibit A**, (I) authorizing the employment and retention of Millstein & Co., L.P. (collectively, with its wholly owned, registered broker dealer, Millco Advisors, LP, “Millstein”) as financial advisor and investment banker for the Debtors, effective nunc pro tunc to March 1, 2015, in accordance with the terms and conditions of that certain engagement letter, dated as of March 1, 2015,² between Millstein & Co., L.P. and Kirkland & Ellis LLP (“K&E”)

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 is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.primeclerk.com/CEOC>.

² Perella Weinberg Partners, L.P. (“Perella”) served as the Debtors’ financial advisor since July 2014. However, in late February, just over a month after the Debtors filed these chapter 11 cases, Perella terminated key members of the Perella team who had been working exclusively with the Debtors (the “Terminated Personnel”). Given their institutional knowledge of the Debtors, their businesses, and the restructuring transactions, the Debtors tried to negotiate an arrangement with Perella whereby the Debtors would continue to have access to the Terminated Personnel in an effort to ensure uninterrupted and ongoing financial advisory services. Unfortunately, no such arrangement could be reached, and the Debtors authorized the termination of their

on behalf of the Debtors, annexed as **Exhibit 1** to **Exhibit A** attached hereto (the "**Engagement Letter**"), (II) approving the proposed compensation arrangements and the indemnification provisions set forth in the Engagement Letter under section 328(a) of title 11 of the United States Code (the "**Bankruptcy Code**"), (III) modifying the time keeping requirements of rule 5082-1(C) of the Local Rules of the United States Bankruptcy Court for the Northern District of Illinois (the "**Local Rules**") in connection with Millstein's proposed engagement, and (IV) granting related relief. In support of this Application, the Debtors submit the Declaration of James E. Millstein, Chairman and Chief Executive Officer of Millstein & Co., L.P. (the "**Millstein Declaration**"), which is attached hereto as **Exhibit B**. In further support of this Application, the Debtors respectfully state as follows.

Jurisdiction

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).

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested in this Application are sections 327(a) and 328(a) of the Bankruptcy Code, rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Local Rules 5005-3(D) and 5082-1.

Relief Requested

4. The Debtors seek entry of an order (a) authorizing the employment and retention of Millstein as financial advisor and investment banker for the Debtors in accordance with the

engagement with Perella. The Debtors have an immediate and continued need for financial advisory services during these chapter 11 cases, and as such, engaged Millstein to replace Perella as financial advisor to the Debtors.

terms and conditions of the Engagement Letter, effective nunc pro tunc to March 1, 2015, (b) approving the proposed compensation arrangements and the indemnification provisions set forth in the Engagement Letter under section 328(a) of the Bankruptcy Code, (c) modifying the time keeping requirements of Local Rule 5082-1(C) in connection with Millstein's proposed engagement; and (d) granting related relief.

Background

5. Caesars Entertainment Operating Company, Inc. ("CEOC"), together with its Debtor and non-Debtor subsidiaries, provides casino entertainment services and owns, operates, or manages 38 gaming and resort properties in 14 states and 5 countries, operating primarily under the Caesars[®], Harrahs[®], and Horseshoe[®] brand names. The Debtors represent the largest, majority-owned operating subsidiary of Caesars Entertainment Corporation ("CEC"), a publicly traded company that is the world's most diversified casino-entertainment provider. CEC, through its ownership and economic interests in CEOC, Caesars Entertainment Resort Properties, LLC ("CERP"), and Caesars Growth Partners, LLC ("CGP"), owns, operates, or manages 50 gaming and resort properties in 14 U.S. states and 5 countries, covering 3 million square feet of gaming space, 42,000 hotel rooms, 45 million customer loyalty program participants, and 68,000 employees.

6. The Debtors employ approximately 32,000 people through geographically diverse operations throughout the United States, including seven regional casino properties located in the Midwest (across Illinois, Indiana, Iowa, and Missouri); six regional casino properties located in the Southeast (throughout Louisiana, Mississippi, and North Carolina); four casinos located in Arizona, California, Maryland, and Pennsylvania; four casinos located in Nevada, including the world famous Caesars Palace at the heart of the Las Vegas Strip; and two casinos located in Atlantic City, New Jersey. On a consolidated basis, CEOC and its subsidiaries reported

approximately \$993 million of Adjusted EBITDA on net revenues of approximately \$5.4 billion for the twelve months ending September 30, 2014.

7. On January 15, 2015 (the "Petition Date"), each of the Debtors filed a voluntary petition with this Court under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b). No party has requested the appointment of a trustee in these chapter 11 cases. On February 5, 2015, the U.S. Trustee appointed the official committee of unsecured creditors (the "Creditors' Committee") and the official committee of second priority noteholders (the "Second Lien Committee").

8. On January 12, 2015, certain petitioning creditors filed involuntary petitions with the United States Bankruptcy Court for the District of Delaware (the "Delaware Court") against CEOC, thereby commencing an involuntary chapter 11 case only as to that entity, which case was captioned In re Caesars Entertainment Operating Company, Inc., No. 15-10047 (KG) (Bankr. D. Del.) (the "Involuntary Case"). No order for relief pursuant to section 303(h) of the Bankruptcy Code has been entered in the Involuntary Case, and the appropriateness of such relief has not been determined as of the date hereof. Concurrently with the filing of the involuntary petitions, the petitioning creditors filed a motion to appoint an examiner in the Involuntary Case [Del. Docket No. 10] (the "Involuntary Examiner Motion"). On January 15, 2015, the Delaware Court stayed these chapter 11 proceedings pursuant to section 105(a) of the Bankruptcy Code and Bankruptcy Rule 1014(b) [Del. Docket No. 47]. On January 28, 2015, the Delaware Court lifted its stay and transferred the Involuntary Case to this

Court [Del. Docket No. 220]. The Involuntary Examiner Motion remains pending in the Involuntary Case at this time.

9. On February 13, 2015, the Debtors filed a motion to appoint an examiner in these voluntary cases [Docket No. 363] (the “Debtors’ Examiner Motion”). On February 17, 2015, the Second Lien Committee also filed a motion to appoint an examiner in these voluntary chapter 11 cases [Docket No. 367] (the “Second Lien Examiner Motion”). The Debtors’ Examiner Motion and the Second Lien Examiner Motion remain pending at this time.

Millstein’s Qualifications

10. The Debtors seek to retain Millstein as their financial advisor and investment banker because, among other things, Millstein and its Professionals (as defined herein) have extensive experience and an excellent reputation in providing high quality financial advisory and investment banking services to distressed companies and other constituencies in bankruptcy reorganizations and restructurings.

11. On March 1, 2015, Millstein and the Debtors entered into the Engagement Letter whereby Millstein confirmed its engagement to act as the Debtors’ financial advisor and investment banker in connection with a potential Restructuring.³ Millstein is well-suited to provide the services that the Debtors require. Established in 2011, Millstein is a well-respected

³ For the purposes of the Engagement Letter, the term “Restructuring” means (1) the substantial consummation of (which will include without limitation the occurrence of an effective date under) a plan of reorganization or liquidation, however styled, confirmed by the United States Bankruptcy Court having jurisdiction over the case under Chapter 11 of the United States Bankruptcy Code for any Company Entity; (2) the sale, transfer or other disposition of a material portion of the assets or operations of any Company Entity, whether directly or indirectly through the sale, transfer or other disposition of assets or equity of a Company Entity, including to any person, group of persons, consortium, partnership, corporation or other entity (including without limitation existing creditors, employees, affiliates, and/or shareholders of any Company Entity), whether by credit bid in whole or in part or not, and whether in a single transaction, multiple transactions or a series of transactions; or (3) in the event any of the Chapter 11 Cases of any Company Entity is dismissed, any recapitalization, modification, restructuring of such Company Entity’s debt and/or equity securities and/or other liabilities, obligations or indebtedness, however effected. Capitalized terms used, but not otherwise defined in this footnote 2 shall have the meanings ascribed to them in the Engagement Letter.

financial advisory firm with offices in New York and Washington D.C. and with more than 35 employees. In addition, Millstein and its executives, management, and other professionals (collectively, the “Professionals”) have extensive experience in the reorganization and restructuring of troubled companies, in both out-of-court matters and chapter 11 cases, and have advised debtors, creditors, equity constituencies, and government agencies in many complex financial reorganizations, including, among others, In re The Budd Co., Inc., No. 14-11873 (JBS) (Bankr. N.D. Ill); In re Energy Future Holdings Corp., No. 14-10979 (CSS) (Bankr. D. Del.); In re NII Holdings, Inc., No. 14-12611 (SCC) (Bankr. S.D.N.Y.); In re General Growth Props., Inc., No. 09-11977 (ALG) (Bankr. S.D.N.Y.); In re Calpine Corp., No. 05-60200 (BRL) (Bankr. S.D.N.Y.).

12. In addition, prior to forming Millstein, James E. Millstein, its Chairman and Chief Executive Officer, co-headed Lazard Frères & Co. LLC’s (“Lazard”) restructuring practice. While at Lazard, Mr. Millstein provided investment banking and financial advisory services to debtors in numerous restructurings, including, among others, In re Tribune Co., No. 08-13141 (KJC) (Bankr. D. Del.); In re Charter Commc’ns, Inc., No. 09-11435 (JMP) (Bankr. S.D.N.Y.); In re Worldcom, Inc., No. 02-13533 (AJG) (Bankr. S.D.N.Y.); In re United Pan-Europe Commc’ns N.V., No. 02-16020 (BRL) (Bankr. S.D.N.Y.).

13. The Debtors have selected Millstein as their financial advisor and investment banker based upon, among other considerations: (a) the Debtors’ need to retain a skilled financial advisory and investment banking firm to provide advice with respect to the Debtors’ complex restructuring activities; and (b) Millstein’s extensive experience in the reorganization and restructuring of troubled companies. In light of the size and complexity of these chapter 11 cases, Millstein’s resources, capabilities, and experience are crucial to the Debtors’ successful

restructuring. An experienced financial advisor and investment banker such as Millstein fulfills a critical need that complements the services provided by the Debtors' other restructuring professionals. Accordingly, the Debtors believe that Millstein is well-qualified to provide financial advisory and investment banking services to the Debtors in a cost-effective, efficient, and timely manner, and the Debtors submit that the employment and retention of Millstein is in the best interests of the Debtors, their creditors, and all parties in interest.

Services to be Provided

14. As further set forth in the Engagement Letter, Millstein has agreed to provide the Debtors with financial advisory and investment banking services in connection with a potential Restructuring. The terms and conditions of the Engagement Letter were the result of good-faith discussions and negotiations between Millstein and the Debtors, and they reflect the parties' mutual agreement as to the substantial efforts that will be required in this engagement. The employment of Millstein is also necessary to enable the Debtors to execute their duties as debtors in possession and to achieve a successful reorganization to the benefit of all stakeholders.

15. Subject to further order of the Court, and consistent with the Engagement Letter, the Debtors propose to retain Millstein as their financial advisor and investment banker during these chapter 11 cases to continue rendering a broad range of services (the "Restructuring Services") on behalf of the Debtors, as outlined in the Engagement Letter and this Application. Specifically, Millstein will perform, to the extent appropriate and requested by the Debtors or K&E, the following services in its role as financial advisor and investment banker to the Debtors, as well as any quality control related thereto:⁴

⁴ The listed services are a summary of the services Millstein may provide to the Debtors. In the event of any inconsistency between the Engagement Letter and this summary, the Engagement Letter shall govern in all respects. Capitalized terms used in this summary but not otherwise defined herein have the meanings ascribed to them in the Engagement Letter.

- a. **General Financial Advisory and Investment Banking Services.** Millstein may perform a variety of general advisory and investment banking services, including: (i) familiarizing themselves with the business, operations, properties, financial condition, and prospects of the Debtors; (ii) reviewing the Debtors' financial condition and outlook; (iii) assisting in the development of financial data and presentations to the Debtors' Board of Directors, various creditors, and other parties; (iv) analyzing the Debtors' financial liquidity and evaluate alternatives to improve such liquidity; (v) evaluating the Debtors' debt capacity and alternative capital structures; (vi) participating in negotiations among the Debtors and their creditors, suppliers, lessors, and other interested parties with respect to a Restructuring; (vii) advising the Debtors and negotiating with lenders with respect to potential waivers or amendments of various credit facilities; and (viii) providing such other advisory services as are customarily provided in connection with the analysis and negotiation of a Restructuring, as requested and mutually agreed.
- b. **Restructuring Services.** Millstein may perform a variety of restructuring services, including: (i) analyzing various Restructuring scenarios and the potential effect of those scenarios on the value of the Debtors and the recoveries of those stakeholders affected by the Restructuring; (ii) providing strategic advice with regard to a restructuring or refinancing of the Debtors' obligations; (iii) providing financial advice and assistance to the Debtors in developing a Restructuring; (iv) providing financial advice and assistance to the Debtors in structuring any new securities to be issued under a Restructuring; and (v) assisting the Debtors and/or participating in negotiations with entities or groups affected by the Restructuring.
- c. **Litigation Services.** Millstein may perform a variety of litigation services, including: (i) assisting K&E and the Debtors with analyzing potential claims and causes of action that the Debtors may consider bringing against any party or that the Debtors anticipate may be brought against them; and (ii) assisting K&E in preparing to prosecute or defend any such claims.

16. To the extent the Debtors request Millstein to perform additional services not contemplated by the Engagement Letter, such services and the fees for such services will be mutually agreed upon by Millstein, K&E, and the Debtors, in writing, in advance. In the event that such amendment to the Engagement Letter occurs, the revisions will be subject to the Court's review upon proper application by the Debtors.

Professional Compensation⁵

17. As set forth more fully in the Engagement Letter, and subject thereto, Millstein will be compensated as follows (the “Fee Structure”):

- a. ***Advisory Fee***: an advisory fee of \$300,000 per month, beginning for the month of March 2015, and thereafter on the first day of each month during the term of the engagement (collectively, the “Advisory Fee”). Beginning with the Advisory Fee payable in respect of September 2015 and thereafter, 50% of each such month’s Advisory Fee shall be offset, to the extent previously paid, or credited, if not yet paid, against the Restructuring Fee (as defined herein).
- b. ***Restructuring Fee***: a restructuring fee (the “Restructuring Fee”), due and payable upon the consummation of a Restructuring (and, if more than one Restructuring occurs, on the first Restructuring to occur) at any time from the execution of the Engagement Letter until the two year anniversary of the termination of the engagement under the Engagement Letter (the “Fee Period”), of \$8,750,000.

18. In addition to any fees payable to Millstein, whether or not any Restructuring is consummated, the Debtors⁶ will reimburse Millstein for all reasonable and documented out-of-pocket expenses incurred by Millstein in connection with the services provided under the Engagement Letter (the “Expense Structure”), including, but not limited to, (a) travel costs, (b) costs related to any document production and other similar expenses, and (c) reasonable and documented fees and expenses of Millstein’s outside legal counsel (without the need for such legal counsel to be retained as a professional in these chapter 11 cases and without regard to whether such legal counsel’s services satisfy section 330(a)(3) of the Bankruptcy Code) (collectively, the “Expenses”).

⁵ To the extent that this summary is inconsistent with the terms of the Engagement Letter, the fee and expense structure as set forth in the Engagement Letter shall control.

⁶ For the avoidance of doubt, K&E is not responsible for payment of any Advisory Fee or Restructuring Fee, nor are they responsible for reimbursement of any expenses to Millstein, absent an express written agreement to the contrary.

19. Such Expenses (other than legal expenses) shall not exceed \$37,500 per month without the Debtors' prior consent (the "Monthly Expenses Cap"); provided, however, in the event that Millstein is required to respond to any discovery requests, participate in depositions, or appear before the Court in connection with their performance of the Restructuring Services, the Debtors will, without regard to the Monthly Expenses Cap, reimburse Millstein for those expenses and for any overhead reasonably and directly attributable to any obligations that may arise of the type described directly above, including any document production, overtime expenses, and a portion of Millstein's administrative costs.

20. Millstein intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules (as proposed to be modified below), and any other applicable procedures and orders of the Court (to the extent compliance is not waived) and consistent with the proposed compensation set forth in the Engagement Letter; provided that the Debtors seek to retain Millstein pursuant to section 328(a) of the Bankruptcy Code and request that all compensation and expenses shall not be subject to any other standard, including section 330 of the Bankruptcy Code. Notwithstanding the foregoing, the Debtors submit that the United States Trustee for the Northern District of Illinois (the "U.S. Trustee") will retain all rights to object to Millstein's fee application (including expense reimbursement) pursuant to section 330 of the Bankruptcy Code; provided, however, that "reasonableness" shall not be evaluated primarily on an hourly or length of case basis.

21. Millstein will maintain records in support of any actual, necessary costs and expenses incurred in connection with the rendering of its services in these chapter 11 cases.

However, it is not the general practice of financial advisory and investment banking firms such as Millstein to keep detailed time records similar to those customarily kept by attorneys, Millstein does not ordinarily divide time records on a “task and activity” basis, and Millstein’s compensation is based on a fixed Advisory Fee and Restructuring Fee. Accordingly, the Debtors respectfully request that Millstein’s Professionals will be required to only maintain records in one-hour increments and in summary format by identifying the project or projects worked on in each time entry with a brief description of the nature of the work performed. Moreover, the Debtors respectfully request that Millstein’s Professionals not be required to provide or conform to any schedule of hourly rates. To the extent that Millstein would otherwise be required to submit more detailed time records for its Professionals by the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, or other applicable procedures and orders of the Court, the Debtors respectfully request that this Court waive such requirements.

22. The Debtors believe that the Fee Structure is consistent with, and typical of, compensation arrangements entered into by Millstein and other comparable firms in connection with the rendering of similar services under similar circumstances, both in and out of bankruptcy proceedings. The Debtors also believe that the Fee Structure reflects a balance between a fixed, monthly fee and a contingency amount tied to the consummation and closing of the transactions and services contemplated by the Debtors and Millstein in the Engagement Letter. In determining the Fee Structure and the reasonableness of such compensation, the Debtors compared Millstein’s fee proposal to comparable precedents. After such comparison, followed by discussions and arm’s-length negotiations, the Debtors believe that the Fee Structure is in fact reasonable, market-based, and designed to compensate Millstein fairly for its work.

23. Millstein's strategic and financial expertise, as well as its restructuring capabilities, were important factors to the Debtors in determining the Fee Structure. The Debtors believe that the ultimate benefits of Millstein's services hereunder cannot be measured by reference to the number of hours to be expended by Millstein's Professionals in the performance of such services. The Debtors and Millstein agreed upon the Fee Structure in anticipation that a substantial commitment of professional time and effort would be required of Millstein and in light of the fact that (a) such commitment could have and may still foreclose other opportunities for Millstein and that (b) the actual time and commitment required of Millstein and its Professionals to perform the Restructuring Services may vary substantially from week to week and month to month, creating "peak load" issues for Millstein. The Debtors note that given the circumstances surrounding its retention,⁷ Millstein has had to rapidly immerse itself from the beginning of the engagement to become familiar with the complex situation currently existing in these chapter 11 cases in order to provide meaningful advice and analyses in a timely manner.

24. Millstein did not receive any payments for fees or reimbursement of expenses in connection with the Engagement Letter or other prior engagement letter during the 90-day period before the Petition Date. As of the Petition Date, Millstein did not hold a prepetition claim against the Debtors for services rendered.

Indemnification

25. As part of the overall compensation payable to Millstein under the terms of the Engagement Letter, the Debtors have agreed to certain indemnification, contribution, and reimbursement obligations set forth in **Annex 1** of the Engagement Letter

⁷ As discussed in more detail in footnote 2 of this Application, Millstein was retained postpetition as the Debtors' financial advisor following the Debtors' termination of Perella. Since engaging Millstein, the Debtors, Millstein, K&E, and the Debtors' other professionals have worked extensively and diligently to seamlessly coordinate the transfer of all responsibilities and relevant documentation and information from Perella to the Millstein team.

(the “Indemnification Provisions”). The Indemnification Provisions provide that if (1) Millstein, (2) any of its current or future controlling persons, other affiliates or successors, or (3) any current or future director, officer, partner, agent, or employee of any of the preceding (each, an “Indemnified Person,” and collectively, the “Indemnified Persons”) becomes involved in any actual or threatened administrative, judicial, or regulatory action, claim, suit, investigation, or proceeding in any jurisdiction (an “Indemnifiable Action”) arising out of, related to, or in connection with Millstein’s engagement or any matter referred to in the Engagement Letter, the Debtors will (a) indemnify and hold harmless the Indemnified Persons from and against any losses, claims, demands, damages, or liabilities (collectively, the “Losses”), and (b) reimburse such Indemnified Person for all reasonable and documented out-of-pocket costs expenses (including fees, charges, and disbursements of counsel) of investigating, preparing for, defending, and responding to such Indemnifiable Action. However, the Debtors will not be responsible for any Losses that are finally judicially determined to have resulted primarily from the willful misconduct, bad faith, or gross negligence of any Indemnified Person, and any amounts reimbursed pursuant to the above with respect to an Indemnifiable Action shall be returned to the Debtors.

26. In addition, no Indemnified Person shall have any liability arising out of, related to, or in connection with Millstein’s engagement (whether direct or indirect, in contract, tort, or otherwise) to the Debtors, their current or future affiliates or successors, or any current or future owner, director, officer, employee, security holder, or creditor of any of the proceeding, unless it is finally judicially determined that such liability resulted primarily from the willful misconduct, bad faith, or gross negligence of any Indemnified Person.

27. If any of the Indemnification Provisions are for any reason other than by virtue of their express terms not available or are insufficient to hold an Indemnified Person harmless, the Debtors agree to contribute to the Losses in such proportion as is appropriate to reflect the relative benefits received (or anticipated to be received) by the Debtors, on the one hand, and by Millstein, on the other hand, with respect to the engagement or, if such allocation is judicially determined to be unavailable, in such proportion as is appropriate to reflect the relative benefits and relative fault of the Debtors on the one hand and of Millstein on the other hand, and any other equitable considerations; provided that, to the extent permitted by applicable law, in no event shall the Indemnified Persons be responsible for amounts that exceed the fees actually received by Millstein from the Debtors in connection with the engagement. Relative benefits to the Debtors, on the one hand, and Millstein, on the other hand, with respect to the engagement shall be deemed to be in the same proportion as (1) the total value paid or proposed to be paid or received or proposed to be received by the Debtors or their security holders, as the case may be, pursuant to a Restructuring, whether or not consummated, bears to (2) the fees actually received by Millstein in connection with the engagement.

28. The Debtors have reviewed the Indemnification Provisions with their counsel and believe that the Indemnification Provisions are standard for engagements of this nature, consistent with fully negotiated Indemnification Provisions, and the Debtors respectfully submit that these Indemnification Provisions are reasonable. Accordingly, the Debtors believe that the Indemnification Provisions are appropriate and reasonable for financial advisory and investment banking engagements both out-of-court and in chapter 11 cases.

No Duplication of Services

29. It is necessary that the Debtors employ Millstein to render the foregoing professional services. The Debtors believe that the services will not duplicate the services that

other professionals will be providing the Debtors in these chapter 11 cases. Specifically, Millstein will carry out unique functions and will use reasonable efforts to coordinate with the Debtors and their professionals retained in these chapter 11 cases to avoid the unnecessary duplication of services.

Millstein's Disinterestedness

30. Millstein has reviewed the list of parties in interest provided by the Debtors. To the best of the Debtors' knowledge, information, and belief, and except to the extent disclosed herein and in the Millstein Declaration, Millstein: (a) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code; (b) does not hold or represent an interest materially adverse to the Debtors, their creditors, and shareholders for the matters for which Millstein is to be employed; and (c) has no connection to the Debtors, their creditors, shareholders, or related parties herein except as disclosed in the Millstein Declaration.

31. Given the large number of parties in interest in these chapter 11 cases, and despite the efforts to identify and disclose Millstein's relationships with parties in interest in these chapter 11 cases, Millstein is unable to state with certainty that every client relationship or other connection has been disclosed in the Millstein Declaration. Millstein will make continued inquiries following the filing of the Application, on a periodic basis, with additional disclosures to this Court if necessary or otherwise appropriate. If any new, relevant facts or relationships are discovered or arise, Millstein will use reasonable efforts to identify such further developments and will file a supplemental declaration as required by Bankruptcy Rule 2014(a).

32. The Debtors are informed that Millstein has not shared or agreed to share any compensation to be paid by the Debtors, in connection with services to be performed pursuant to the Engagement Letter, with any other person, other than partners and employees of Millstein, to

the extent required by section 504 of the Bankruptcy Code. No promises have been received by Millstein as to compensation in connection with these chapter 11 cases, other than as outlined in the Engagement Letter and this Application.

Basis for Relief

I. The Debtors Should Be Permitted to Retain and Employ Millstein on the Terms in the Engagement Letter Pursuant to Sections 327 and 328 of the Bankruptcy Code.

33. The Debtors seek approval of the retention and employment of Millstein pursuant to sections 327(a), 328(a), and 1107(b) of the Bankruptcy Code. Section 328(a) provides, in relevant part, that a debtor in possession, “with the court’s approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a). Section 327(a) of the Bankruptcy Code, in turn, authorizes a debtor in possession to employ professionals that “do not hold or represent an interest adverse to the estate, and that are disinterested persons.” 11 U.S.C. § 327(a). Section 1107(b) of the Bankruptcy Code provides that “a person is not disqualified for employment under section 327 of [the Bankruptcy Code] by a debtor in possession solely because of such person’s employment by or representation of the debtor before the commencement of the case.” 11 U.S.C. § 1107(b).

34. Section 328 of the Bankruptcy Code permits the compensation of professionals, including financial advisors and investment bankers, on more flexible terms that reflect the nature of their services and market conditions. As the U.S. Court of Appeals for the Fifth Circuit recognized in Donaldson Lufkin & Jenrette Securities Corp. v. Nat’l Gypsum Co. (In re Nat’l Gypsum Co.), 123 F.3d 861 (5th Cir. 1997):

Prior to 1978 the most able professionals were often unwilling to work for bankruptcy estates where their compensation would be subject to the uncertainties

of what a judge thought the work was worth after it had been done. That uncertainty continues under the present § 330 of the Bankruptcy Code, which provides that the court award to professional consultants “reasonable compensation” based on relevant factors of time and comparable costs, etc. Under present § 328 the professional may avoid that uncertainty by obtaining court approval of compensation agreed to with the trustee (or debtor or committee).

Id. at 862 (footnote omitted).

35. Additionally, Bankruptcy Rule 2016(a) and Local Rule 5082-1 require retained professionals to submit applications for payment of compensation in chapter 11 cases. Local Rule 5082-1(C) also requires retained professionals to submit detailed time entries that set forth, among other things, a detailed description of each activity performed, the amount of time spent on the activity (in tenth of an hour increments), the fee charged for the work described in the entry, the subject matter of the activity, and the parties involved with the activity at issue. Local Rule 5082-1(E), however, allows a retained professional to request a waiver of these requirements.

36. The Court’s approval of the Debtors’ retention of Millstein in accordance with the terms and conditions of the Engagement Letter is warranted. As discussed above and in the Millstein Declaration, Millstein satisfies the disinterestedness standard in section 327(a) of the Bankruptcy Code.⁸ Millstein is needed for the duration of these chapter 11 cases to assist with negotiations, as necessary, to provide expert advice regarding financial matters related to any

⁸ Bankruptcy Rule 2014(a) requires that an application must be made for retention of professionals pursuant to section 327 of Bankruptcy Code. Under Bankruptcy Rule 2014(a), such application shall: “state the specific facts showing the necessity for the employment, the name of the person to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant’s knowledge, all of the person’s connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.” Additionally, the application “shall be accompanied by a verified statement of the person to be employed setting forth the person’s connections” to the parties in interest listed above. Fed. R. Bankr. P. 2014. Here, Bankruptcy Rule 2014 is satisfied by the contents of this Application and the Millstein Declaration attached hereto.

proposed transactions, and to enable the Debtors to discharge their duties as debtors and debtors in possession. Millstein has extensive experience and an excellent reputation in providing high-quality financial advisory and investment banking services to debtors and creditors in bankruptcy reorganizations, mergers and acquisitions, and other restructurings. As such, the Debtors believe that Millstein is well-qualified to provide its services to the Debtors in a cost-effective, efficient, and timely manner. Furthermore, as detailed above, Millstein does not hold or represent an interest adverse to the estate and is disinterested.

37. In addition, the Debtors believe that the Fee Structure is market-based, fair, and reasonable under the standards set forth in section 328(a) of the Bankruptcy Code. The Fee Structure reflects Millstein's commitment to the variable level of time and effort necessary to perform the Restructuring Services, Millstein's particular expertise, and the market prices for Millstein's services for engagements of this nature both out-of-court and in a chapter 11 context. Indeed, the Debtors believe that the Fee Structure appropriately reflects: (a) the nature and scope of services to be provided by Millstein; (b) Millstein's substantial experience with respect to financial advisory and investment banking services; and (c) the fee structures typically utilized by Millstein and other leading financial advisors and investment bankers who do not bill their clients on an hourly basis.

38. The Debtors request that the requirements of Local Rule 5082-1(C) be tailored to appropriately reflect Millstein's engagement and its compensation structure. Millstein has requested, pursuant to section 328(a) of the Bankruptcy Code, payment of its fees on a fixed-rate basis. Additionally, it is not the general practice of financial advisory and investment banking firms to keep contemporaneous, detailed time records similar to those customarily kept by attorneys. As discussed above, however, Millstein's Professionals will maintain records in one-

hour increments and in summary format by identifying the project or projects worked on in each time entry. Apart from the time recording practices described above, however, Millstein's Professionals do not maintain detailed time records, and thus, do not divide time records on a "task and activity" basis. As such, the Debtors request modification of the requirements pursuant to Local Rule 5082-1(E).

39. Courts in this jurisdiction have approved relief similar to the relief requested in this Application. See, e.g., In re ITR Concession Co., No. 14-34284 (PSH) (Bankr. N.D. Ill. Oct. 28, 2014); In re The Budd Co., Inc., No. 14-11873 (JBS) (Bankr. N.D. Ill. May 12, 2014); In re Edison Mission Energy, No. 12-49219 (JPC) (Bankr. N.D. Ill. Feb. 20, 2013); In re Ryan Int'l Airlines, Inc., No. 12-80802 (MB) (Bankr. N.D. Ill. June 27, 2012); In re CWT Liquidation Co. f/k/a Clare at Water Tower, No. 11-46151 (SPS) (Bankr. N.D. Ill. Dec. 21, 2011); In re Kimball Hill, Inc., No. 08-10095 (SPS) (Bankr. N.D. Ill. May 28, 2008).⁹

II. The Indemnification and Contribution Terms of the Engagement Letter are Appropriate.

40. The indemnification and contribution provisions in the Engagement Letter, as modified by the Order attached hereto, are arm's-length provisions between the Debtors and Millstein. The Debtors and Millstein believe that the indemnification provisions in the Engagement Letter are customary and reasonable for financial advisory and investment banking engagements both out-of-court and in chapter 11 cases. In addition, courts in this jurisdiction have approved similar indemnification provisions. See, e.g., In re ITR Concession Co., No. 14-34284 (PSH) (Bankr. N.D. Ill. Oct. 28, 2014); In re Edison Mission Energy, No. 12-49219 (JPC) (Bankr. N.D. Ill. Feb. 20, 2013); In re Ryan Int'l Airlines, Inc., No. 12-80802 (MB) (Bankr. N.D.

⁹ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Application. Copies of these orders are available upon request to the Debtors' proposed counsel.

Ill. June 27, 2012); In re Hartford Computer Hardware, Inc., No. 11-49744 (PSH) (Bankr. N.D. Ill. Jan. 26, 2012); In re CWT Liquidation Corp. f/k/a Clare at Water Tower, No. 11-46151 (SPS) (Bankr. N.D. Ill. Dec. 21, 2011); In re XMH Corp. 1 f/k/a Hartmarx Corp., No. 09-02046 (BWB) (Bankr. N.D. Ill. Mar. 4, 2009).

41. Accordingly, the Debtors respectfully submit that the terms of the modified indemnification provisions are reasonable and customary and should be approved in these chapter 11 cases.

III. Nunc Pro Tunc Relief is Warranted.

42. The Debtors believe that employment of Millstein, effective nunc pro tunc to March 1, 2015, is warranted under the circumstances of these chapter 11 cases, so that Millstein may be compensated for its services prior to entry of an order approving Millstein's retention. Further, the Debtors believe that no party in interest will be prejudiced by the granting of the nunc pro tunc employment, because Millstein has provided, and will continue, to provide valuable services to the Debtors' estates in the interim period.

43. Courts in this jurisdiction routinely approve nunc pro tunc employment similar to that requested herein. See, e.g., In re ITR Concession Co., No. 14-34284 (PSH) (Bankr. N.D. Ill. Oct. 28, 2014); In re Edison Mission Energy, No. 12-49219 (JPC) (Bankr. N.D. Ill. Feb. 20, 2013); In re Lyon Workspace Prods., L.L.C., No. 13-02100 (JSB) (Bankr. N.D. Ill. Feb. 27, 2013); In re Hartford Computer Hardware, Inc., No. 11-49744 (PSH) (Bankr. N.D. Ill. Dec. 15, 2011); In re Clare Oaks, No. 11-48903 (PSH) (Bankr. N.D. Ill. Dec. 8, 2011); In re Fairview Ministries, Inc., No. 11-04386 (SPS) (Bankr. N.D. Ill. Feb. 15, 2011); In re Printers Row, LLC, No. 08-17301 (ERW) (Bankr. N.D. Ill. Sept. 29, 2008); In re Kimball Hill, Inc., No. 08-10095 (SPS) (Bankr. N.D. Ill. Apr. 25, 2008).

IV. The Retention of Millstein is Critical to the Debtors' Success.

44. The Debtors submit that the retention of Millstein is in the best interests of all parties in interest in these chapter 11 cases. Millstein is a preeminent financial advisory and investment banking firm and denial of the relief requested herein will deprive the Debtors of the assistance of uniquely qualified professionals who are crucial to the success of the Debtors' chapter 11 cases.

45. Based on the foregoing, the Debtors submit that they have satisfied the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules to support entry of an order authorizing the Debtors to retain and employ Millstein in these chapter 11 cases on the terms described herein and in the Engagement Letter.

Waiver of Page Limit Restrictions

46. Given the complexity of issues addressed herein, the Debtors respectfully request that the fifteen page limit established by Local Rule 5005-3(D) be waived for this Application.

Notice

47. The Debtors have provided notice of this Application to: (a) the Office of the United States Trustee for the Northern District of Illinois; (b) counsel to the Creditors' Committee; (c) counsel to the Second Priority Notes' Committee; (d) the administrative agent for the Debtors' prepetition credit facility; (e) the indenture trustees for each of the Debtors' secured and unsecured notes; (f) counsel to certain holders of claims against the Debtors regarding each of the foregoing referenced in clauses (d) and (e); (g) the state attorneys general for states in which the Debtors conduct business; (h) the Office of the United States Attorney for the Northern District of Illinois; (i) the Internal Revenue Service; (j) the Securities and Exchange Commission; (k) the gaming commissions for each of the states in which the Debtors operate or manage a casino; (l) counsel to CEC; and (m) any party that has requested notice pursuant to

Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WHEREFORE, for the reasons set forth herein and in the Millstein Declaration, 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: March 11, 2015
Chicago, Illinois

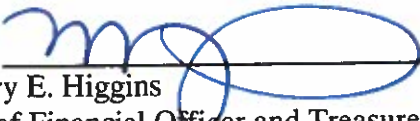
By: 
Mary E. Higgins
Chief Financial Officer and Treasurer
Caesars Entertainment Operating Company,
Inc.

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)
)	
	)	Re: Docket No. ___

**ORDER AUTHORIZING THE EMPLOYMENT
AND RETENTION OF MILLSTEIN & CO., L.P. AS FINANCIAL
ADVISOR AND INVESTMENT BANKER FOR THE DEBTORS AND DEBTORS
IN POSSESSION AND WAIVING CERTAIN INFORMATION
REQUIREMENTS IMPOSED BY LOCAL RULE 5082-1(C)**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”) authorizing the Debtors to employ and retain Millstein & Co., L.P. (collectively, with its wholly owned, registered broker dealer, Millco Advisors, LP, “Millstein”) as their financial advisor and investment banker, effective nunc pro tunc to March 1, 2015, and requesting a waiver of the time keeping requirements of Local Rule 5082-1(C), all as more fully set forth in the Application; and upon the Millstein Declaration in support of the Application; and after due deliberation, it is **HEREBY ORDERED THAT:**

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 is not provided herein. A complete list of such information 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 shall have the meanings ascribed to them in the Application.

1. The Application is approved as set forth herein.
2. The Debtors are authorized to enter into the Engagement Letter.
3. The Debtors are authorized pursuant to sections 327(a) and 328(a) of the Bankruptcy Code to employ and retain Millstein as their financial advisor and investment banker in these chapter 11 cases, in accordance with the terms and conditions set forth in the Application and Engagement Letter, nunc pro tunc to March 1, 2015, as modified pursuant to the terms of this Order.

4. The terms and conditions of Millstein's employment as provided in the Engagement Letter and the Application, including the Fee Structure, are reasonable as required under section 328 of the Bankruptcy Code and are hereby approved. Millstein shall be compensated and reimbursed pursuant to section 328(a) of the Bankruptcy Code in accordance with the terms of the Engagement Letter subject to the procedures set forth in the Bankruptcy Code, the Federal Rules of Bankruptcy Procedures, the Local Rules (as modified below), and any other applicable orders of this Court; provided, however, that the requirements of the Bankruptcy Code, the Bankruptcy Rules, Local Rule 5082-1(C), and any other orders and procedures of the Court are hereby modified such that (a) Millstein's Professionals shall be required only to maintain records in one-hour increments and in summary format by identifying the project or projects worked on in each time entry with a brief description of the nature of the work performed, (b) Millstein's Professionals shall not be required to divide time entries on a "task and activity" basis, and (c) Millstein shall not be required to provide or conform to any schedule of hourly rates.

5. The Debtors are authorized to pay Millstein's fees and to reimburse Millstein for its reasonable and documented out-of-pocket expenses as provided in the Engagement Letter,

including (a) travel costs (b) costs related to any document production and other similar expenses and (c) reasonable and documented fees and expenses of Millstein's outside legal counsel (without the need for such legal counsel to be retained as a professional in these chapter 11 cases and without regard to whether such legal counsel's services satisfy section 330(a)(3)(C) of the Bankruptcy Code, provided, however, that in the event Millstein seeks reimbursement for legal fees from the Debtors pursuant to the Engagement Letter, the invoices and supporting time records from such attorneys shall be provided to the U.S. Trustee and Millstein may make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013*).

6. Notwithstanding anything to the contrary herein, the fees and expenses payable to Millstein pursuant to the Engagement Letter are subject to review or challenge only pursuant to the standards set forth in section 328(a) of the Bankruptcy Code and are not subject to the standard of review set forth in section 330(a) of the Bankruptcy Code.

7. Notwithstanding the preceding paragraph of this Order and any provisions to the contrary in the Application or the Engagement Letter, the U.S. Trustee will have the right to object to Millstein's request(s) for interim and final compensation and reimbursement based on the reasonableness standard provided in section 330 of the Bankruptcy Code, not section 328(a) of the Bankruptcy Code; provided, however, that "reasonableness" will not be evaluated primarily on an hourly or length of case basis. Accordingly, nothing in this Order or the record constitutes a finding of fact or conclusion of law binding on the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of Millstein's compensation.

8. Nothing in the Engagement Letter or this Order constitutes a determination that any fees or expenses will be found reasonable, necessary, or beneficial, and nothing in the Engagement Letter or this Order restricts this Courts review under section 330 of the Bankruptcy Code in any way.

9. None of the fees payable to Millstein will constitute a “bonus” or fee enhancement under applicable law.

10. Notwithstanding anything in the Engagement Letter to the contrary, the indemnification provisions in **Annex 1** to the Engagement Letter are approved, but only subject to the following modifications:

- a. The Debtors are hereby authorized and directed to exculpate, indemnify and hold harmless Millstein and any and all of the Indemnified Persons against any and all Losses to which Millstein or any other Indemnified Person may become subject otherwise arising out of, related to or in connection with services provided pursuant to the Engagement Letter and in this case; provided, however, that the Debtors shall have no such obligation to indemnify Millstein for Losses that are finally judicially determined to have arisen from Millstein’s bad-faith, self-dealing, willful misconduct, gross negligence, or breach of fiduciary duty (if any); and to reimburse each such Indemnified Person for reasonable out-of-pocket costs and expenses (including counsel fees) of investigating, preparing for, defending and responding to any action, claims, suit, investigation or proceeding related to, arising out of, or in connection with the Engagement Letter and this case or enforcing these provisions.
- b. The indemnity provisions and other obligations and agreements of the Debtors set forth in this Order: (a) shall apply to any services provided by Millstein in connection with this engagement prior to the date of the Engagement Letter and to any modifications of the Engagement Letter; (b) shall be in addition to any obligation or liability which the Debtors may otherwise have to any Indemnified Person; (c) shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Debtors or any Indemnified Person or any person controlling any of them; and (d) shall survive the completion of the services described in, and any expiration or termination of the relationship established by the Engagement Letter.

11. To the extent that there may be any inconsistency between the terms of the Application, the Engagement Letter, the Millstein Declaration, and this Order, the terms of this Order will govern.

12. Nothing in this Order will be deemed a determination or waiver of any party's rights or arguments with respect to the allocation, if any, among the Debtors of the obligations to pay the fees and expenses of Millstein, and all such rights are reserved.

13. All time periods set forth in this Order will be calculated in accordance with Bankruptcy Rule 9006(a).

Dated: _____, 2015
Chicago, Illinois

The Honorable A. Benjamin Goldgar
United States Bankruptcy Judge

EXHIBIT 1

Engagement Letter

MILLSTEIN & CO.

March 1, 2015

Privileged and Confidential

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022

Caesars Entertainment Operating Company, Inc.
One Caesars Palace Drive
Las Vegas, NV 89109

Ladies and Gentlemen:

This letter agreement (this “Agreement”) confirms the understanding and agreement between Millstein & Co., L.P. (“Millstein” and “we”, “us”, “our”) and Kirkland & Ellis LLP (“Counsel”), in its capacity as counsel to Caesars Entertainment Operating Company, Inc. (“CEOC,” together with all of its subsidiaries and controlled affiliates, the “Company,” and each individually, a “Company Entity”), and our engagement by Counsel to provide certain financial advisory services in connection with a potential Restructuring (as defined below).

Restructuring Definition

As used in this Agreement, “Restructuring” shall mean (1) the substantial consummation of (which will include without limitation the occurrence of an effective date under) a plan of reorganization or liquidation, however styled, confirmed by the United States Bankruptcy Court having jurisdiction over the case under Chapter 11 of the United States Bankruptcy Code (“Chapter 11” and “Bankruptcy Code”, respectively) for any Company Entity (collectively, the “Chapter 11 Cases”); (2) the sale, transfer or other disposition of a material portion of the assets or operations of any Company Entity, whether directly or indirectly through the sale, transfer or other disposition of assets or equity of a Company Entity, including to any person, group of persons, consortium, partnership, corporation or other entity (including without limitation existing creditors, employees, affiliates, and/or shareholders of any Company Entity), whether by credit bid in whole or in part or not, and whether in a single transaction, multiple transactions or a series of transactions; or (3) in the event any of the Chapter 11 Cases of any Company Entity is dismissed, any recapitalization, modification, restructuring of such Company Entity’s debt and/or equity securities and/or other liabilities, obligations or indebtedness, however effected.

Scope of Engagement

As part of our engagement, we will, if appropriate and requested by a duly authorized representative of Counsel or of the Company, assist Counsel by:

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Caesars Entertainment Operating Company, Inc.
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General Financial Advisory and Investment Banking Services:

- a. Familiarizing ourselves with the business, operations, properties, financial condition and prospects of the Company;
- b. Reviewing the Company's financial condition and outlook;
- c. Assisting in the development of financial data and presentations to the Company's Board of Directors, various creditors, and other parties;
- d. Analyzing the Company's financial liquidity and evaluate alternatives to improve such liquidity;
- e. Evaluating the Company's debt capacity and alternative capital structures;
- f. Participating in negotiations among the Company and its creditors, suppliers, lessors and other interested parties with respect to a Restructuring;
- g. Advising the Company and negotiating with lenders with respect to potential waivers or amendments of various credit facilities; and
- h. Providing such other advisory services as are customarily provided in connection with the analysis and negotiation of a Restructuring, as requested and mutually agreed.

Restructuring Services:

- a. Analyzing various Restructuring scenarios and the potential impact of these scenarios on the value of the Company and the recoveries of those stakeholders impacted by the Restructuring;
- b. Providing strategic advice with regard to restructuring or refinancing the Company's obligations;
- c. Providing financial advice and assistance to the Company in developing a Restructuring;
- d. In connection therewith, providing financial advice and assistance to the Company in structuring any new securities to be issued under a Restructuring; and
- e. Assisting the Company and/or participating in negotiations with entities or groups affected by the Restructuring.

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Litigation Services:

- a. Assisting Counsel and the Company with analyzing potential claims and causes of action that the Company may consider bringing against any party or that the Company anticipates may be brought against the Company; and
- b. Assisting Counsel in preparing to prosecute or defend any such claims.

The provision of our services will be overseen and directed by Jim Millstein, who will act as our primary representative in connection with this engagement.

Fees & Expenses

As compensation for our services hereunder, the Company agrees to pay us as follows:

Advisory Fee: An advisory fee of \$300,000 per month, payable in advance on the execution of this letter in respect of March 2015 and thereafter on the first day of each month during the term of our engagement (collectively, the “Advisory Fee”). Beginning with the Advisory Fee payable in respect of September 2015 and thereafter, 50% of each such month’s Advisory Fee shall be offset, to the extent previously paid, or credited, if not yet paid, against the Restructuring Fee (as defined below).

Restructuring Fee: A restructuring fee (the “Restructuring Fee”), due and payable upon the consummation of a Restructuring (and, if more than one Restructuring occurs, on the first Restructuring to occur) at any time from the date of this Agreement until the two year anniversary of the termination of the engagement under this Agreement (the “Fee Period”), of \$8,750,000.

In addition to the foregoing fees, without in any way reducing or affecting the provisions of Annex 1 hereto, whether or not any Restructuring is consummated, the Company will reimburse us, promptly upon our submission of statements providing reasonable detail, for all of our reasonable out of pocket expenses as they are incurred in connection with, or arising out of, the engagement or the performance of services pursuant to this Agreement, including travel costs, document production and other similar expenses and the reasonable fees of our legal counsel; provided that, unless otherwise consented to by the Company, the Company will have no obligation to reimburse more than \$37,500 of expenses incurred during any calendar month. In the event we are required to respond to discovery requests, participate in depositions or appear in court in connection with the services under this Agreement, the Company will, without regard to the cap in the proviso in the preceding sentence, reimburse us for the expenses described above and for any portion of our overhead which, in each case, we determine is reasonably and directly attributable to our obligation to respond, including any document production, overtime expenses and a portion of our administrative costs.

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Caesars Entertainment Operating Company, Inc.
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For the avoidance of doubt, Counsel is not and will not be responsible for payment of any Advisory Fee or Restructuring Fee or for reimbursement of expenses to Millstein absent an express written agreement to the contrary.

The fees set forth above are our sole compensation for our services as described under “Scope of Engagement” above. For clarity, these services do not encompass other investment banking services or transactions that may be undertaken by us at the request of the Company or Counsel, or any other specific services not set forth in this Agreement. If you or the Company elect to request additional services, you, the Company and we will mutually agree in advance on any new fee and expense reimbursement provisions for such additional services.

Bankruptcy Court Approval.

As a debtor under Chapter 11, the Company shall seek the authorization of the Bankruptcy Court (the “Bankruptcy Court”) having jurisdiction of the Chapter 11 Cases for it to fulfill its obligations under this Agreement in a manner mutually agreeable to Counsel, the Company and Millstein; provided, that the form of documentation submitted to the Bankruptcy Court by the Company in seeking such authorization shall be acceptable to Millstein in its sole discretion. The Company shall seek the foregoing authorization from the Bankruptcy Court as soon as practicable and use its best efforts to cause such application to be considered on the most expedited basis. The request for such authorization, and the proposed order to be submitted in connection therewith, shall be provided to Millstein as much in advance of their submission to the Bankruptcy Court as is practicable, and must be acceptable to Millstein in its sole discretion. Following entry of the order granting the authorization described above, the Company shall pay all then accrued and all future fees and expenses due pursuant to this Agreement, as approved by the Bankruptcy Court, as promptly as possible in accordance with the terms of this Agreement and the order of the Bankruptcy Court. Millstein shall have no obligation to provide services under this Agreement unless the foregoing authorization is granted by final order of the Bankruptcy Court that is no longer subject to appeal, rehearing, reconsideration or petition for certiorari, and which is acceptable to Millstein in all respects. If such an order is not obtained, or is later reversed or set aside for any reason, Millstein may terminate this engagement, and the Company shall reimburse Millstein for all fees and expenses reasonably incurred prior to the date of expiration or termination.

To the extent that, at any time during the Chapter 11 Cases, the Bankruptcy Court reviews any of the terms of this Agreement, such review shall be subject to the standard of review of Section 328(a) of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and applicable local rules and orders, except that time records, if any, may be kept in one hour increments and by project rather than individual tasks, and not subject to any other standard of review under Section 330 of the Bankruptcy Code.

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Caesars Entertainment Operating Company, Inc.
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In agreeing to these provisions, each of Counsel and the Company acknowledge that it believes that Millstein's general restructuring experience and expertise and its knowledge of the capital markets and its mergers and acquisitions expertise will inure to the benefit of Counsel in advising the Company in pursuing a Restructuring and that the value to Counsel and the Company derives in substantial part from that expertise and experience and that, accordingly, the structure and amount of fees above are reasonable, regardless of the number of hours to be expended by Millstein's professionals in the performance of the services to be provided hereunder.

Term

Our engagement under this letter will terminate on the consummation of a Restructuring. In addition, the Company, Counsel or we may terminate our engagement at any time on written notice to the non-terminating parties. Notwithstanding any termination of our engagement, we will continue to be entitled to the payment of fees which become payable during the Fee Period and expenses as set forth above under the heading "Fees & Expenses." Except with respect to provisions relating to our continued provision of services in connection with our engagement, the provisions of the letter will survive termination of our engagement for any reason and will continue in full force and effect in accordance with their terms.

Other Terms & Conditions

As a matter of convenience, some of the terms and conditions of our engagement are contained in two annexes. Generally speaking, Annex 1 provides for the Company's indemnification of us and some of our related persons and Annex 2 provides for other specific terms and conditions relating to our engagement, including those relating to conflicts of interests, governing law and choice of jurisdiction. The terms in these annexes are an integral part of this Agreement and are incorporated into this Agreement by reference. All references to this Agreement are to the terms in the body of this Agreement and terms in both annexes to this Agreement, which together constitute one binding agreement. The Company's obligations and representations under this Agreement are joint and several.

Millstein acknowledges that the Company may retain one or more third parties to serve as financial advisor(s) to the Company, its Board of Directors or any committees thereof in connection with the potential Restructuring. It is understood and agreed that no such retention (if any) shall affect Millstein's right to the Advisory Fee, the Restructuring Fee or any other rights or obligations of Millstein hereunder.

(Signature page follows)

Kirkland & Ellis LLP
Caesars Entertainment Operating Company, Inc.
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We are delighted to accept this engagement and look forward to working with you. If the terms of our engagement as set forth in this Agreement (which for the avoidance of doubt include the attached annexes) correctly set forth your agreed understanding, please sign and return to us the enclosed duplicate of this Agreement (which will become a binding agreement on our receipt). The individuals signing this Agreement each represent that he or she is authorized to execute and deliver it on behalf of the entity whose name appears above his or her signature.

Very truly yours,

MILLSTEIN & CO., L.P.

By: 
Name: Brendan Hayes
Title: Managing Director

Agreed to as of the date first written above:

KIRKLAND & ELLIS LLP

By: _____
Name: David R. Seligman, P.C.
Title: Partner

CAESARS ENTERTAINMENT OPERATING COMPANY, INC.

By: _____
Name: Mary E. Higgins
Title: Chief Financial Officer and Treasurer

PRIVILEGED & CONFIDENTIAL

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Page 6

We are delighted to accept this engagement and look forward to working with you. If the terms of our engagement as set forth in this Agreement (which for the avoidance of doubt include the attached annexes) correctly set forth your agreed understanding, please sign and return to us the enclosed duplicate of this Agreement (which will become a binding agreement on our receipt). The individuals signing this Agreement each represent that he or she is authorized to execute and deliver it on behalf of the entity whose name appears above his or her signature.

Very truly yours,
MILLSTEIN & CO., L.P.

By: _____
Name: Brendan Hayes
Title: Managing Director

Agreed to as of the date first written above:

KIRKLAND & ELLIS LLP

By: David R. Seligman, P.C.
Name: David R. Seligman, P.C.
Title: Partner

CAESARS ENTERTAINMENT OPERATING COMPANY, INC.

By: _____
Name: Mary E. Higgins
Title: Chief Financial Officer and Treasurer

PRIVILEGED & CONFIDENTIAL

Kirkland & Ellis LLP
Caesars Entertainment Operating Company, Inc.
March 2015
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We are delighted to accept this engagement and look forward to working with you. If the terms of our engagement as set forth in this Agreement (which for the avoidance of doubt include the attached annexes) correctly set forth your agreed understanding, please sign and return to us the enclosed duplicate of this Agreement (which will become a binding agreement on our receipt). The individuals signing this Agreement each represent that he or she is authorized to execute and deliver it on behalf of the entity whose name appears above his or her signature.

Very truly yours,
MILLSTEIN & CO., L.P.

By: _____
Name: Brendan Hayes
Title: Managing Director

Agreed to as of the date first written above:
KIRKLAND & ELLIS LLP

By: _____
Name: David R. Seligman, P.C.
Title: Partner

CAESARS ENTERTAINMENT OPERATING COMPANY, INC.

By:  _____
Name: Mary E. Higgins
Title: Chief Financial Officer and Treasurer

Annex 1

Indemnification & Contribution

The following terms and conditions are incorporated by reference into the engagement letter, dated March 1, 2015, among Kirkland & Ellis LLP, Caesars Entertainment Operating Company, Inc. and Millstein & Co., L.P. to which this Annex 1 is attached. Capitalized terms used but not defined below are used with the meanings assigned to them in the body of the letter or Annex 2 to the letter, as applicable, and any references herein to the letter or this Agreement mean the letter, together with this Annex 1 and Annex 2.

If (1) Millstein, (2) any of its current or future controlling persons, other affiliates or successors or (3) any current or future director, officer, partner, agent or employee of any of the preceding (collectively, "Indemnified Persons") becomes involved in any capacity in any actual or threatened, administrative, judicial or regulatory action, claim, suit, investigation or proceeding in any jurisdiction (an "Action") arising out of, related to or in connection with the engagement or any matter referred to therein, the Company will reimburse such Indemnified Person for the reasonable out-of-pocket costs and expenses (including fees, charges and disbursements of counsel) of investigating, preparing for, defending and responding to such Action or enforcing this letter, as they are incurred. The Company will also indemnify and hold harmless any Indemnified Person from and against any losses, claims, demands, damages or liabilities (collectively, "Losses") arising out of, related to or in connection with the engagement or our performance thereof (except Losses that are finally judicially determined to have resulted primarily from the willful misconduct, bad faith or gross negligence of any Indemnified Person, in which case amounts reimbursed pursuant to the first sentence of this paragraph with respect to the Action giving rise to such Losses shall be returned to the Company. The Company agrees that no Indemnified Person shall have any liability arising out of, related to or in connection with the engagement (whether direct or indirect, in contract, tort or otherwise) to (1) the Company, (2) any of its current or future affiliates or successors or (3) any current or future owner, director, officer, employee, security holder or creditor of any of the preceding, unless it is finally judicially determined that such liability resulted primarily from the willful misconduct, bad faith or gross negligence of any Indemnified Person.

If the indemnification provided for in this Annex 1 is for any reason other than by virtue of its express terms not available or insufficient to hold an Indemnified Person harmless, the Company agrees to contribute to the Losses in such proportion as is appropriate to reflect the relative benefits received (or anticipated to be received) by the Company, on the one hand, and by us, on the other hand, with respect to the engagement or, if such allocation is judicially determined to be unavailable, in such proportion as is appropriate to reflect the relative benefits and relative fault of the Company on the one hand and of us on the other hand, and any other equitable considerations; provided that, to the extent permitted by applicable law, in no event shall the Indemnified Persons be responsible for amounts that exceed the fees actually received by us from the Company in connection with the engagement. Relative benefits to the Company, on the one hand, and us, on the other hand, with respect to the engagement shall be deemed to be in the same

proportion as (1) the total value paid or proposed to be paid or received or proposed to be received by the Company or its security holders, as the case may be, pursuant to a Restructuring, whether or not consummated, bears to (2) the fees actually received by us in connection with the engagement.

The Company will not, without our prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate (a “Settlement”) any Action in respect of which indemnification is or may be sought hereunder unless such Settlement includes a release of each Indemnified Person from any Losses arising out of such Action. The Company will not permit any such Settlement to include a statement as to, or an admission of, fault or culpability by or on behalf of an Indemnified Person without such Indemnified Person’s prior written consent. No Indemnified Person seeking indemnification, reimbursement or contribution under this Annex 1 will, without the Company’s prior written consent (not to be unreasonably withheld), agree to the Settlement of any Action. The Indemnified Parties are entitled to retain only one separate counsel (in addition to local counsel) of their choice in connection with any single Action in respect of which indemnification, reimbursement or contribution may be sought hereunder, except to the extent the representation of all Indemnified Parties by a single counsel would not be appropriate due to conflicting interests between the Indemnified Parties.

Prior to effecting any proposed sale, exchange, dividend or other distribution or liquidation of all or substantially all of its assets or any significant recapitalization or reclassification of its outstanding securities that does not explicitly or by operation of law provide for the assumption of the obligations of the Company set forth herein, the Company will notify us in writing of its arrangements for the Company’s obligations set forth herein to be assumed by another creditworthy party (for example through insurance, surety bonds or the creation of an escrow) upon terms and conditions reasonably satisfactory to the Company and us.

The Company’s obligations set forth in this Annex 1 are in addition to any rights that any Indemnified Person may have at common law or otherwise.

Annex 2

General Terms and Conditions

The following terms and conditions are incorporated by reference into the engagement letter, dated March 1, 2015, among Kirkland & Ellis LLP, Caesars Entertainment Operating Company, Inc. and Millstein & Co., L.P. to which this Annex 2 is attached. Capitalized terms used but not defined below are used with the meanings assigned to them in the body of the letter or Annex 1 to the letter, as applicable, and any references herein to the letter or this Agreement mean the letter, together with Annex 1 and this Annex 2.

References to the Parties

References to “you” are to Counsel as defined in the body of the letter. In the event Kirkland & Ellis LLP is for any reason no longer counsel to the Company, the Company or counsel they retain (with the consent of the Company, which consent shall not be unreasonably withheld or delayed) may be assigned the rights and delegated the duties of Kirkland & Ellis LLP under this Agreement, and references to Counsel and to “you” shall be to the new counsel or, *mutatis mutandis*, the Company.

References to “us” or “we” are to Millstein, together with any entities affiliated or associated with it. We may use one or more of our affiliates in providing services under the Agreement, including Millco Advisors, LP, in which event we may request that the Company directs some or all of the payments required to be made under this Agreement to such affiliates. We may share any information we receive with any of our affiliates providing services but only with the express understanding that such affiliate will be bound to keep such information confidential to the extent and on the same terms we have agreed to keep it confidential. Any such affiliate so employed shall be entitled to all of the benefits afforded to Millstein under this Agreement and shall be entitled to be reimbursed for its expenses on the same basis as Millstein.

Conflicts

We may be engaged in a number of merchant banking, asset management, restructuring and reorganization and investment banking activities, provided that during the term of our engagement we shall not undertake any strategic advisory engagement for any other person or entity related to the Company. In addition, Millstein, through its equity owners, has indirect affiliate relationships with numerous financing and investing institutions. Unrelated to this engagement, either we or entities with whom our direct and indirect owners may be affiliated may have access to information which could be beneficial to you or to the Company. Neither we nor any other such entity have any duty to disclose to Counsel or to the Company or use for Counsel or for the Company’s benefit any such nonpublic information or to disclose to Counsel or to the Company the fact that we or they are in possession of such nonpublic information. Our affiliates, employees, officers and partners may at any time hold long or short positions, and may trade or otherwise effect transactions, for our own account or the accounts of our customers, in debt, equity or other securities or financial instruments (including bank loans and other obligations) of the Company or other entity involved in a Restructuring. We recognize our obligations under applicable securities laws in connection with such activities.

Note that our direct and indirect owners have many affiliations and associations, as well as public security holders, over whom we have no control and as to which we have no right to demand information ("Equity and Related Entities"). We do not undertake our conflicts check with respect to these Equity and Related Entities, including for purposes of determining "disinterestedness" under the Bankruptcy Code. We do not share Confidential Information (as defined below) with Equity and Related Entities (except to the extent that they have as a third party separately been authorized by Counsel or the Company to receive such information), nor do we include these Equity and Related Entities as affiliates we may use in providing services under the Agreement. With respect to the affiliates who do provide services under this Agreement, as referred to above under "References to the Parties", we do include these affiliates in our conflicts check and for purposes of determining "disinterestedness" under the Bankruptcy Code.

References to Fees & Other Payments

All fees payable under the letter are non-refundable (although some fees may be creditable against other fees as expressly provided for in the body of the letter). If a Restructuring is effected through a series of related transactions, the Restructuring Fee will be paid concurrently with or immediately after consummation of the first to occur of such transactions. All amounts payable under the letter (including the payments provided for in Annex 1) will be paid in immediately available funds in U.S. dollars, without deduction for any withholding, value-added or other similar taxes, charges, fees or assessments. The Company shall be responsible for payment of all fees, expenses, indemnities and other payment obligations required under the Agreement, and we acknowledge and agree that Counsel shall not under any circumstances be liable for any such payments.

Information & Related Disclosure

The Company will furnish us with such financial, legal, regulatory, accounting, tax and other information concerning the Company as we reasonably deem appropriate (collectively, the "Information") and will provide us with access to the Company's officers, directors, employees, accountants, counsel and other representatives. To the best of the Company's knowledge, the Information with respect to the Company will be true and correct in all material respects and will not contain any material misstatement of fact or omit to state any material fact necessary to make the statements contained therein not misleading. The Company will advise us promptly of any material event or change in the business, affairs, condition (financial or otherwise) or prospects of the Company that occurs during our engagement. In performing our services hereunder, we will be entitled to use and rely upon and assume the accuracy and completeness of the Information as well as publicly available information provided to, discussed with or reviewed by us and we do not assume any liability therefor or responsibility for the accuracy, completeness or independent verification thereof. We will have no obligation to conduct any independent evaluation or appraisal of the assets or liabilities (including any contingent, derivative or off-balance sheet assets and liabilities) of the Company or any other party or any of their respective affiliates or to advise or opine on any related solvency or viability issues. We will be entitled to assume that financial forecasts and projections the Company makes available to us have been reasonably prepared on bases reflecting the best currently available estimates and judgments of the management of the Company as to the matters covered

thereby. In connection with our services under this Agreement, the Company authorizes us to share any Information it makes available to us with Counsel.

The Company acknowledges that we are entering into this Agreement in reliance on its representation that it is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies involving a security or securities (including the potential Restructuring). The Company agrees that it will exercise independent judgment in evaluating any potential restructuring, and any of our advice or recommendation.

Each of Counsel and the Company acknowledges that in the course of this engagement it may be necessary for it and us to communicate electronically. Each of Counsel and the Company further acknowledges that although we will use commercially reasonable procedures to check for the most commonly known viruses, the electronic transmission of information cannot be guaranteed to be secure or error-free. Furthermore such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each of Counsel and the Company agrees that we shall have no liability to Counsel or the Company with respect to any error or omission arising from or in connection with: (i) the electronic communication of information; or (ii) Counsel's or the Company's reliance on such information.

We will keep the Company's Confidential Information confidential for a one year period following termination of this engagement. The term "Confidential Information" includes any and all Confidential Information in respect of the Company and its affiliates that the Company provides or otherwise makes available to us, together with all analyses, compilations, forecasts, studies or other documents or materials we prepare that contain or otherwise reflect such information, except such information that (i) is or becomes generally known to the public other than as a result of a disclosure by or us in breach of this obligation, (ii) is or becomes known by us on a nonconfidential basis from a source (other than the Company) that is not known by us to be bound by a contractual or fiduciary obligation of confidentiality with respect to such information, (iii) that was in our possession before being furnished to us by the Company, (iv) is independently developed by us without reliance on Confidential Information or (v) is required or requested to be disclosed by applicable law, regulation, legal process or regulatory authority. Notwithstanding the foregoing, we may transmit Confidential Information in any document Counsel or the Company authorizes us to transmit, so long as we transmit the document in accordance with Counsel's or the Company's authorization.

Advice, Independent Contractor Status & Related Disclosure

Our advice, either oral or written, is intended solely for the benefit and use of Counsel in advising the Company in considering a Restructuring, is not on behalf of, and shall not confer rights or remedies upon, any stockholder, employee or creditor of Counsel or the Company or any other person, and may not be used or relied upon for any other purpose. Subject to the following sentence, neither Counsel or the Company will disclose, summarize, or refer to any of our advice publicly or to any third party, or refer to us publicly, without our prior written consent, which consent shall not be unreasonably withheld or delayed. If disclosure is required by applicable law or regulation or by a subpoena, order or request issued by a court of competent jurisdiction or by a judicial or administrative or legislative body or committee, to the extent permitted by law, you or the Company, as applicable, will provide us reasonable advance notice

and permit us to comment on the form and content of the disclosure. Notwithstanding the foregoing, nothing herein shall prohibit you or the Company from disclosing to any and all persons the tax treatment and tax structure of any transaction and the portions of any materials that relate to such tax treatment or tax structure to the extent required by law or regulation or best practices.

During the engagement, Counsel and/or the Company may call upon Millstein to provide information, prepare studies or reports, participate in meetings, review materials and undertake other tasks for Counsel and/or the Company. Counsel and the Company intend Millstein's work, opinions, conclusions and communications will be covered by the attorney-client privilege and attorney work product rule to the extent provided by law, and Millstein agrees to do all things necessary to preserve those privileges.

Each of Counsel and the Company understands and agrees that we are an independent contractor with the contractual duties described in the letter owing only to Counsel. Unless otherwise agreed by Counsel, the Company and us in writing, we shall assume no responsibilities or obligations for any services beyond our engagement described under the heading "Scope of Engagement" in the letter. Nothing in the letter or in the nature of services in connection with our engagement or otherwise shall be deemed to create a fiduciary duty or fiduciary or agency relationship between us, Counsel and the Company or its stockholders, employees or creditors, and each of Counsel and the Company agrees that it shall not make, and hereby waives, any claim based on an assertion of such a fiduciary duty or relationship. Our role in any due diligence will be limited solely to performing such review as we shall deem necessary to support our own advice and analysis and shall not be on behalf of Counsel or the Company. Please note that we do not provide legal, tax, accounting or regulatory advice. Each of Counsel and the Company agrees that it will seek the advice of its own professional advisors with respect to such matters and make an independent decision regarding any transaction contemplated herein based on such advice. In performing our services, we are not assuming any responsibility for the Company's decision to pursue (or not pursue) any business strategy or to effect (or not to effect) any Restructuring or other transaction. For clarity, and without expanding the scope of our services by implication or otherwise, we shall have no obligation or responsibility to provide any operating, organizational, administrative, cash management or liquidity improvements. Millstein makes no representations or warranties about the Company's ability to (i) successfully improve its operations, (ii) maintain or secure sufficient liquidity to operate its business, or (iii) successfully complete a Restructuring. Millstein is retained under this Agreement solely to provide advice and services regarding the transactions contemplated by this Agreement. Millstein's engagement does not encompass providing "crisis management."

We may, at our option and expense and after announcement of the Restructuring, place announcements and advertisements or otherwise publicize the Restructuring and our role in it on our website and in such financial and other newspapers and journals as we may choose, stating that we have acted as financial advisor to Counsel in connection with the Company's Restructuring. If we request, Counsel and/or the Company shall include a mutually acceptable reference to us in any public announcements it makes.

Regulatory Matters

In order to comply with regulations and laws, specifically including the USA Patriot Act, we must obtain, verify and record information that identifies each entity (or individual) that enters into a business relationship with us. In addition to obtaining our client/customer's corporate name and address, we may seek, and you and the Company agree to provide your and the Company's tax identification number and certain other information including relevant corporate resolutions and other identifying documents.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements and to be performed entirely within such State, embodies the entire agreement and supersedes any prior written or oral agreement relating to the subject matter hereof, and may only be amended or waived in writing signed by both you and us. If any part of this Agreement is judicially determined to be unenforceable, it shall be interpreted to the fullest extent enforceable so as to give the closest meaning to its intent and the remainder of this Agreement shall continue in full force and effect.

In the event of any disputes or complaints in connection with this Agreement, you may refer such dispute or complaint (with all relevant details) in writing in the first instance to Millstein's General Counsel. Should you be dissatisfied with the handling of the dispute or complaint, you have the right to refer the matter to Millstein's Chief Executive Officer. Any proceeding arising out of this Agreement shall be heard in a New York state or federal court sitting in the City and County of New York, to whose jurisdiction and forum we and the Company irrevocably submit. Both we and the Company also irrevocably consent to the service of process in any such proceeding by mail at our or the Company's address, as applicable, set forth above. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. This Agreement shall be binding upon the Company and us and its and our respective successors and assigns. Other than the Indemnified Persons, however, there are no third-party beneficiaries to this Agreement. **We and the Company (on its own behalf and, to the extent permitted by applicable law, on behalf of its security holders) waive any right to trial by jury with respect to any proceeding arising out of this Agreement.**

EXHIBIT B

Millstein Declaration

**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)
)	

**DECLARATION OF JAMES E. MILLSTEIN IN SUPPORT OF
DEBTORS' APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE EMPLOYMENT AND RETENTION OF
MILLSTEIN & CO., L.P. AS FINANCIAL ADVISOR AND INVESTMENT
BANKER FOR THE DEBTORS AND DEBTORS IN POSSESSION,
AND WAIVING CERTAIN INFORMATION REQUIREMENTS
IMPOSED BY LOCAL RULE 5082-1(C)**

I, James E. Millstein, being duly sworn, state the following under penalty of perjury.

1. I am the Chairman and Chief Executive Officer of the firm Millstein & Co., L.P. (collectively, with its wholly owned, registered broker dealer, Millco Advisors, LP, "Millstein").² I am duly authorized to make this declaration (this "Declaration") on behalf of Millstein and submit this Declaration in accordance with sections 327(a) and 328(a) of title 11 of the United States Code (the "Bankruptcy Code"), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rule 5082-1 of the Local Rules of the United States Bankruptcy Court for the Northern District of Illinois (the "Local Rules") in

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 is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.primeclerk.com/CEOC>.

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

support of the application (the “Application”) of the above-captioned debtors and debtors-in-possession (the “Debtors”) seeking an order approving the employment and retention of Millstein as financial advisor and investment banker in the above captioned chapter 11 cases, nunc pro tunc to March 1, 2015, on the terms and conditions set forth in the engagement letter, dated as of March 1, 2015 (the “Engagement Letter”). The facts set forth in this Declaration are based upon my personal knowledge, upon information and belief, or upon client matter records kept in the ordinary course of business that were reviewed by me or other employees of Millstein under my supervision and direction. If called as a witness, I could and would testify competently to the facts set forth herein.

Millstein’s Qualifications

2. I believe that Millstein is well-suited to provide the services that the Debtors require because, among other things, Millstein and its Professionals (as defined herein) have extensive experience and an excellent reputation in providing high quality financial advisory and investment banking services to distressed companies and other constituencies in bankruptcy reorganizations and restructurings.

3. Established in 2011, Millstein is a well-respected financial advisory firm with offices in New York and Washington D.C. and with more than 35 employees. In addition, Millstein and its executives, management, and other professionals (collectively, the “Professionals”) have extensive experience in the reorganization and restructuring of troubled companies, in both out-of-court matters and chapter 11 cases, and have advised debtors, creditors, equity constituencies, and government agencies in many complex financial reorganizations, including, among others, In re The Budd Co. Inc., No. 14-11873 (JBS) (Bankr. N.D. Ill.); In re Energy Future Holdings Corp., No. 14-10979 (CSS) (Bankr. D. Del.); In re NII Holdings, Inc., No. 14-12611 (SCC) (Bankr. S.D.N.Y.); In re General Growth Props., Inc.,

No. 09-11977 (ALG) (Bankr. S.D.N.Y.); In re Calpine Corp., No. 05-60200 (BRL) (Bankr. S.D.N.Y.).

4. Currently, I am Millstein's Chairman and Chief Executive Officer. Prior to forming Millstein, I co-headed Lazard Frères & Co. LLC's ("Lazard") restructuring practice. While at Lazard, I provided investment banking and financial advisory services to debtors in numerous restructurings, including, among others, In re Tribune Co., No. 08-13141 (KJC) (Bankr. D. Del.); In re Charter Commc'ns, Inc., No. 09-11435 (JMP) (Bankr. S.D.N.Y.); In re Worldcom, Inc., No. 02-13533 (AJG) (Bankr. S.D.N.Y.); In re United Pan-Europe Commc'ns N.V., No. 02-16020 (RWS) (Bankr. S.D.N.Y.).

Services to be Provided

5. As further set forth in the Engagement Letter, Millstein has agreed to provide the Debtors with financial advisory and investment banking services in connection with a potential Restructuring. The terms and conditions of the Engagement Letter were the result of good-faith discussions and negotiations between Millstein and the Debtors, and they reflect the parties' mutual agreement as to the substantial efforts that will be required in this engagement.

6. Subject to further order of the Court, and consistent with the Engagement Letter, the Debtors propose to retain Millstein as their financial advisor and investment banker during these chapter 11 cases to continue rendering a broad range of services (the "Restructuring Services") on behalf of the Debtors, as outlined in the Engagement Letter and this Declaration. Specifically, Millstein will perform, to the extent appropriate and requested by the Debtors or K&E, the following services in its role as financial advisor and investment banker to the Debtors, as well as any quality control related thereto:³

³ The listed services are a summary of the services Millstein may provide to the Debtors. In the event of any inconsistency between the Engagement Letter and this summary, the Engagement Letter shall govern in all

- a. **General Financial Advisory and Investment Banking Services.** Millstein may perform a variety of general advisory and investment banking services, including: (i) familiarizing themselves with the business, operations, properties, financial condition, and prospects of the Debtors; (ii) reviewing the Debtors' financial condition and outlook; (iii) assisting in the development of financial data and presentations to the Debtors' Board of Directors, various creditors, and other parties; (iv) analyzing the Debtors' financial liquidity and evaluate alternatives to improve such liquidity; (v) evaluating the Debtors' debt capacity and alternative capital structures; (vi) participating in negotiations among the Debtors and their creditors, suppliers, lessors, and other interested parties with respect to a Restructuring; (vii) advising the Debtors and negotiating with lenders with respect to potential waivers or amendments of various credit facilities; and (viii) providing such other advisory services as are customarily provided in connection with the analysis and negotiation of a Restructuring, as requested and mutually agreed.
- b. **Restructuring Services.** Millstein may perform a variety of restructuring services, including: (i) analyzing various Restructuring scenarios and the potential effect of those scenarios on the value of the Debtors and the recoveries of those stakeholders affected by the Restructuring; (ii) providing strategic advice with regard to a restructuring or refinancing of the Debtors' obligations; (iii) providing financial advice and assistance to the Debtors in developing a Restructuring; (iv) providing financial advice and assistance to the Debtors in structuring any new securities to be issued under a Restructuring; and (v) assisting the Debtors and/or participating in negotiations with entities or groups affected by the Restructuring.
- c. **Litigation Services.** Millstein may perform a variety of litigation services, including: (i) assisting K&E and the Debtors with analyzing potential claims and causes of action that the Debtors may consider bringing against any party or that the Debtors anticipate may be brought against them; and (ii) assisting K&E in preparing to prosecute or defend any such claims.

7. To the extent the Debtors request Millstein to perform additional services not contemplated by the Engagement Letter, such services and the fees for such services will be mutually agreed upon by Millstein, K&E, and the Debtors, in writing, in advance. In the event

respects. Capitalized terms used in this summary but not otherwise defined herein have the meanings ascribed to them in the Engagement Letter.

that such amendment to the Engagement Letter occurs, the revisions will be subject to the Court's review upon proper application by the Debtors.

Professional Compensation

8. Millstein's decision to advise and assist the Debtors in connection with these chapter 11 cases is subject to its ability to be retained in accordance with the terms of the Engagement Letter pursuant to section 328(a), and not section 330, of the Bankruptcy Code.

9. As set forth more fully in the Engagement Letter, and subject thereto, Millstein will be compensated as follows (the "Fee Structure"):

- a. **Advisory Fee:** an advisory fee of \$300,000 per month, beginning for the month of March 2015, and thereafter on the first day of each month during the term of the engagement (collectively, the "Advisory Fee"). Beginning with the Advisory Fee payable in respect of September 2015 and thereafter, 50% of each such month's Advisory Fee shall be offset, to the extent previously paid, or credited, if not yet paid, against the Restructuring Fee (as defined herein).
- b. **Restructuring Fee:** a restructuring fee (the "Restructuring Fee"), due and payable upon the consummation of a Restructuring (and, if more than one Restructuring occurs, on the first Restructuring to occur) at any time from the execution of the Engagement Letter until the two year anniversary of the termination of the engagement under the Engagement Letter (the "Fee Period"), of \$8,750,000.

10. In addition to any fees payable to Millstein, whether or not any Restructuring is consummated, the Debtors⁴ will reimburse Millstein for all reasonable and documented out-of-pocket expenses incurred by Millstein in connection with the services provided under the Engagement Letter (the "Expense Structure"), including, but not limited to, (a) travel costs, (b) costs related to any document production and other similar expenses, and (c) reasonable and documented fees and expenses of Millstein's outside legal counsel (without the need for such

⁴ For the avoidance of doubt, K&E is not responsible for payment of any Advisory Fee or Restructuring Fee, nor are they responsible for reimbursement of any expenses to Millstein, absent an express written agreement to the contrary.

legal counsel to be retained as a professional in these chapter 11 cases and without regard to whether such legal counsel's services satisfy section 330(a)(3) of the Bankruptcy Code) (collectively, the "Expenses").

11. Such Expenses (other than legal expenses) shall not exceed \$37,500 per month without the Debtors' prior consent (the "Monthly Expenses Cap"); provided, however, in the event Millstein is required to respond to any discovery requests, participate in depositions, or appear before the Court in connection with their performance of the Restructuring Services, the Debtors will, without regard to the Monthly Expenses Cap, reimburse Millstein for those expenses and for any overhead reasonably and directly attributable to any obligations that may arise of the type described directly above, including any document production, overtime expenses, and a portion of Millstein's administrative costs.

12. Millstein intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules (as proposed to be modified), and any other applicable procedures and orders of the Court (to the extent compliance is not waived) and consistent with the proposed compensation set forth in the Engagement Letter; provided that the Debtors seek to retain Millstein pursuant to section 328(a) of the Bankruptcy Code and request that all compensation and expenses shall not be subject to any other standard, including section 330 of the Bankruptcy Code. Notwithstanding the foregoing, the United States Trustee for the Northern District of Illinois (the "U.S. Trustee") will retain all rights to object to Millstein's fee application (including expense reimbursement) pursuant to section 330 of the Bankruptcy Code;

provided, however, that “reasonableness” shall not be evaluated primarily on an hourly or length of case basis.

13. Millstein will maintain records in support of any actual, necessary costs and expenses incurred in connection with the rendering of its services in these chapter 11 cases. However, it is not the general practice of financial advisory and investment banking firms such as Millstein to keep detailed time records similar to those customarily kept by attorneys, Millstein does not ordinarily divide time records on a “task and activity” basis, and Millstein’s compensation is based on a fixed Advisory Fee and Restructuring Fee. Accordingly, Millstein respectfully requests that Millstein’s Professionals will only be required to maintain records in one-hour increments and in summary format by identifying the project or projects worked on in each time entry with a brief description of the nature of the work performed. Moreover, Millstein respectfully requests that Millstein’s Professionals not be required to provide or conform to any schedule of hourly rates. To the extent that Millstein would otherwise be required to submit more detailed time records for its Professionals by the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, or other applicable procedures and orders of the Court, Millstein respectfully requests that this Court waive such requirements.

14. I believe that the Fee Structure is consistent with, and typical of, compensation arrangements entered into by Millstein and other comparable firms in connection with the rendering of similar services under similar circumstances, both in and out of bankruptcy proceedings. I also believe that the Fee Structure reflects a balance between a fixed, monthly fee and a contingency amount tied to the consummation and closing of the transactions and services contemplated by the Debtors and Millstein in the Engagement Letter.

15. I understand that Millstein's strategic and financial expertise, as well as its restructuring capabilities, were important factors to the Debtors in determining the Fee Structure. I believe that the ultimate benefits of Millstein's services hereunder cannot be measured by reference to the number of hours to be expended by Millstein's Professionals in the performance of such services. The Debtors and Millstein agreed upon the Fee Structure in anticipation that a substantial commitment of professional time and effort would be required of Millstein and in light of the fact that (a) such commitment could have and may still foreclose other opportunities for Millstein and (b) the actual time and commitment required of Millstein and its Professionals to perform the Restructuring Services may vary substantially from week to week and month to month, creating "peak load" issues for Millstein. I note that given the circumstances surrounding its retention,⁵ Millstein has had to rapidly immerse itself from the beginning of the engagement to become familiar with the complex situation currently existing in these chapter 11 cases in order to provide meaningful advice and analyses in a timely manner.

16. Millstein did not receive any payments for fees or reimbursement of expenses in connection with the Engagement Letter or other prior engagement letter during the 90-day period before the Petition Date. As of the Petition Date, Millstein did not hold a prepetition claim against the Debtors for services rendered.

Indemnification

17. As part of the overall compensation payable to Millstein under the terms of the Engagement Letter, the Debtors have agreed to certain indemnification, contribution, and reimbursement obligations set forth in **Annex 1** of the Engagement Letter

⁵ As discussed in more detail in footnote 2 of the Application, Millstein was retained postpetition as the Debtors' financial advisor following the Debtors' termination of Perella. Since engaging Millstein, the Debtors, Millstein, K&E, and the Debtors' other professionals have worked extensively and diligently to seamlessly coordinate the transfer of all responsibilities and relevant documentation and information from Perella to the Millstein team.

(the “Indemnification Provisions”). The Indemnification Provisions provide that if (1) Millstein, (2) any of its current or future controlling persons, other affiliates or successors, or (3) any current or future director, officer, partner, agent, or employee of any of the preceding (each, an “Indemnified Person,” and collectively, the “Indemnified Persons”) becomes involved in any actual or threatened administrative, judicial, or regulatory action, claim, suit, investigation, or proceeding in any jurisdiction (an “Indemnifiable Action”) arising out of, related to, or in connection with Millstein’s engagement or any matter referred to in the Engagement Letter, the Debtors will (a) indemnify and hold harmless the Indemnified Persons from and against any losses, claims, demands, damages, or liabilities (collectively, the “Losses”), and (b) reimburse such Indemnified Person for all reasonable and documented out-of-pocket costs expenses (including fees, charges, and disbursements of counsel) of investigating, preparing for, defending, and responding to such Indemnifiable Action. However, the Debtors will not be responsible for any Losses that are finally judicially determined to have resulted primarily from the willful misconduct, bad faith, or gross negligence of any Indemnified Person, and any amounts reimbursed pursuant to the above with respect to an Indemnifiable Action shall be returned to the Debtors.

18. In addition, no Indemnified Person shall have any liability arising out of, related to, or in connection with Millstein’s engagement (whether direct or indirect, in contract, tort, or otherwise) to the Debtors, their current or future affiliates or successors, or any current or future owner, director, officer, employee, security holder, or creditor of any of the proceeding, unless it is finally judicially determined that such liability resulted primarily from the willful misconduct, bad faith, or gross negligence of any Indemnified Person.

19. If any of the Indemnification Provisions are for any reason other than by virtue of their express terms not available or are insufficient to hold an Indemnified Person harmless, the Debtors agree to contribute to the Losses in such proportion as is appropriate to reflect the relative benefits received (or anticipated to be received) by the Debtors, on the one hand, and by Millstein, on the other hand, with respect to the engagement or, if such allocation is judicially determined to be unavailable, in such proportion as is appropriate to reflect the relative benefits and relative fault of the Debtors on the one hand and of Millstein on the other hand, and any other equitable considerations; provided that, to the extent permitted by applicable law, in no event shall the Indemnified Persons be responsible for amounts that exceed the fees actually received by Millstein from the Debtors in connection with the engagement. Relative benefits to the Debtors, on the one hand, and Millstein, on the other hand, with respect to the engagement shall be deemed to be in the same proportion as (1) the total value paid or proposed to be paid or received or proposed to be received by the Debtors or their security holders, as the case may be, pursuant to a Restructuring, whether or not consummated, bears to (2) the fees actually received by Millstein in connection with the engagement.

20. I understand that the Debtors have reviewed the Indemnification Provisions with their counsel and find the Indemnification Provisions to be standard for engagements of this nature, consistent with fully negotiated Indemnification Provisions, and I submit that these Indemnification Provisions are reasonable. Accordingly, I believe that the Indemnification Provisions are appropriate and reasonable for financial advisory and investment banking engagements both out-of-court and in chapter 11 cases.

No Duplication of Services

21. I believe that the services will not duplicate the services that other professionals will be providing the Debtors in these chapter 11 cases. Specifically, Millstein will carry out

unique functions and will use reasonable efforts to coordinate with the Debtors and their professionals retained in these chapter 11 cases to avoid the unnecessary duplication of services.

Millstein's Disinterestedness

22. In connection with the preparation of this Declaration, Millstein conducted a review, employing the procedures and methodology described more fully below (such review, the "Conflicts Search"), of relationships between Millstein and the list of potential parties in interest (the "Parties in Interest") that Millstein received from the Debtors' master conflicts list, a copy of which is attached to this Declaration as **Exhibit 1**. Based on the results of the Conflicts Search conducted to date, to the best of my knowledge, neither myself, Millstein, nor any of its Professionals, insofar as I have been able to ascertain based on the procedures employed in the Conflicts Search, (a) have any connection with the Debtors, any of the Parties in Interest, or the U.S. Trustee, or any person employed by the U.S. Trustee or (b) represents an interest that is materially adverse to the interest of the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with or interest in, the Debtors or for any other reason of which I know or about which I have been informed, with respect to the services to be performed pursuant to the Engagement Letter, except as disclosed in **Exhibit 2** attached hereto or otherwise described herein.

23. To the best of my knowledge, and based on the results of the Conflicts Search, Millstein is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, in that, except as otherwise set forth herein, its Professionals:

- a. are not creditors, equity security holders, or insiders of the Debtors;
- b. are not and were not, within two years before the date of the filing of the Debtors' chapter 11 petitions, a director, officer, or employee of the Debtors; and

- c. do not have an interest materially adverse to the interest of the estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with or interest in the Debtors, or for any other reason.

24. Some of Millstein's Professionals, in connection with their employment before joining Millstein, appeared or were engaged in cases, proceedings, and transactions involving attorneys, accountants, investment bankers, and financial consultants, some of which may represent claimants and Parties in Interest.

25. As part of Millstein's diverse business, Millstein appears or may appear in cases, proceedings, and transactions involving attorneys, accountants, investment bankers, and financial consultants, some of which may represent claimants and Parties in Interest. Further, Millstein (including its Professionals through their prior employment) has in the past, is currently, and may in the future, be represented by several attorneys and law firms in the legal community, some of whom may be involved in these chapter 11 cases, including the professionals identified in **Exhibit 2**. In addition, Millstein (including its Professionals through their prior employment) has in the past and will likely in the future be working with or against other professionals involved in these chapter 11 cases in matters unrelated to these chapter 11 cases. To the best of my knowledge, none of these business relations constitute interests materially adverse to the Debtors in matters upon which Millstein is to be engaged in these chapter 11 cases.

26. Some of Millstein's Professionals were formerly employed by other investment-banking, financial-services or other professional-services firms that are among, or represent other parties that are among, claimants and Parties in Interest. To the best of Millstein's knowledge,

no Millstein Professionals have worked on matters related to these chapter 11 cases while employed by these other professional-services firms.⁶

27. Millstein has separate legal entities that conduct investment businesses. As part of its regular business operations, Millstein may have relationships with investors or other transaction participants who may have in the past held, or may now or in the future hold, debt or equity securities of one or more Parties in Interest. Given the large and diverse nature of the Parties in Interest, Millstein and employees of Millstein may in the ordinary course have in the past been, and may now or in the future be, customers of or holders of securities in, certain commercial banks, brokers, financial institutions and funds that are Parties in Interest. To the best of my knowledge, none of these business relations constitute interests materially adverse to the Debtors in matters upon which Millstein is to be engaged in these chapter 11 cases.

28. Millstein (including its Professionals through their prior employment) may have in the past represented, may currently represent, and likely in the future will represent, Parties in Interest of the Debtors in connection with matters unrelated to the Debtors and these chapter 11 cases. In addition, Millstein makes the following specific disclosures.

- a. As disclosed in **Exhibit 2** attached hereto, Millstein currently is engaged by Paul, Weiss, Rifkin, Wharton & Garrison, LLP to assist the law firm in its representation of an ad hoc group of creditors. Former and current members of such group include an affiliate of Apollo Global Management LLC and one or more of its affiliated investment funds (collectively, "Apollo"); Angelo Gordon & Co. LP; Centerbridge Partners LP; Fidelity Management & Research Company; Fortress Credit Opportunities Advisors, LLC; Franklin Mutual Advisers LLC; Franklin Advisers Inc.; King Street Capital Management, L.P.; Oaktree Capital Management LP ("Oaktree"); an affiliate of Paulson Recovery Master Ltd.; and OZ Management LLC. Millstein has not and will not represent

⁶ As of the date hereof, Millstein is expecting a new employee to join the firm who was formerly employed by another investment banking firm that represented or is representing a party in interest in these chapter 11 cases. The new employee will not work on matters relating to these chapter 11 cases when he begins his employment with Millstein.

any of the foregoing parties in connection with these chapter 11 cases.⁷ Millstein also currently represents and may in the future represent companies in which Apollo holds an equity interest, including majority interests. It has not and does not currently represent Apollo in connection with any of its portfolio companies.

- b. As disclosed in **Exhibit 2** attached hereto, Third Avenue Management LLC (“Third Avenue”) and one of its senior executives have held, and Third Avenue currently holds, certain interest in Millstein & Co., L.P. In addition, a senior executive of Third Avenue is a board member of Millstein & Co., L.P. Third Avenue has no control over the operations of Millstein notwithstanding that an executive of Third Avenue acts as a director of Millstein.
- c. As disclosed in **Exhibit 2** attached hereto, certain parties in interest in these chapter 11 cases are current or former direct or indirect Millstein clients, including American International Group Inc., Benefit Street Partners LLC, Credit Suisse Securities (USA) LLC, CSS, LLC, Deloitte & Touche LLP, GoldenTree Asset Management, Internal Revenue Service, International Union United Automobile Aerospace and Agricultural Implement Workers of America (“UAW”), KLS Diversified Asset Management, Natixis, Oaktree Capital Management LP, Pricewaterhousecoopers LLP, UBS Securities LLC, and Whitebox Advisors LLC. Millstein has not and will not represent any of its other clients in connection with the Debtors and these chapter 11 cases. Millstein’s other representations are unrelated to these chapter 11 cases or the Debtors.⁸
- d. I, James E. Millstein, the Chief Executive Officer of Millstein, served as the Chief Restructuring Officer of the U.S. Treasury prior to founding Millstein in 2011. As Chief Restructuring Officer, I worked on the restructuring of American International Group Inc.
- e. Eric Press, who serves as a director to CEC, is also a director of a privately held company. Millstein currently represents, formerly has represented, and in the future likely will represent certain entities associated with such privately-held company on a variety of matters. Millstein’s current and prior representations of such privately-held

⁷ Revenues attributable to Apollo were less than 2%, revenues attributable to Oaktree were approximately 2%, and revenues attributable to each other creditor in this group were less than 1%, in each case, of Millstein’s revenues in 2014. Millstein will provide the specific percentage to the United States Trustee upon request.

⁸ Of these Parties in Interest, revenues attributable to only one creditor, the UAW, exceeded 2% of Millstein’s revenues in 2014. Millstein understands such creditor is not a significant creditor in these chapter 11 cases. Millstein will provide the specific percentage to the United States Trustee upon request.

company and/or its affiliates are unrelated to these chapter 11 cases or the Debtors.⁹

29. Millstein has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, these chapter 11 cases. If the Court approves the proposed employment of Millstein by the Debtors, Millstein will not accept any engagement or perform any services in relation to these chapter 11 cases for any entity or person other than the Debtors. Millstein will, however, continue to provide professional services to entities or persons that may be creditors or security holders of the Debtors or Parties in Interest in these chapter 11 cases or their affiliates; provided, however, that such services do not directly relate to, or have any direct connection with, these chapter 11 cases.

30. In connection with its retention by the Debtors, Millstein performed the following Conflicts Search:

- a. ***Conflicts Data.*** Millstein searched its electronic records of entities for which it is currently performing Advisory Services against the Parties in Interest. To the best of my knowledge, no business relationships constitute interests materially adverse to the Debtors in matters upon which Millstein is to be engaged in these chapter 11 cases.
- b. ***Employee Data.*** Millstein searched its electronic records of current directorships held by its Professionals against the list of Parties in Interest. Millstein's search of directorships indicated no relationship between any such directorships when compared to the Parties in Interest.
- c. ***Confidentiality Agreements.*** Millstein searched its electronic records of executed confidentiality agreements with third parties (other than confidentiality agreements with vendors executed in the ordinary course of business). To the best of my knowledge, no confidentiality agreement business relationship constitutes an interest materially adverse to the Debtors' estates in matters upon which Millstein is to be engaged in these chapter 11 cases.
- d. ***Firm Inquiry.*** Millstein inquired of all its employees whether any employee had any personal or business relationship with any of the

⁹ Millstein will provide the identity of the privately-held company to the United States Trustee upon request.

officers or directors of the Debtors listed on Schedule 1(D) of Exhibit 1 or any of the personnel associated with the United States Bankruptcy Court or office of the United States Trustee listed on Schedule 1(S) of Exhibit 1. In the best of my knowledge, based on such inquiry, no such business or personal relationship exists except as is otherwise set forth herein.

31. Except as is otherwise set forth herein, to the best of my knowledge based on the Conflicts Search, neither Millstein nor its Professionals that are to perform the services set forth in the Engagement Letter (a) have any connections with any Parties in Interest or (b) represent an interest that is materially adverse to the interest of the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason of which I know or about which I have been informed, with respect to the services to be performed pursuant to the Engagement Letter.

32. In light of the extensive number of the Debtors' creditors, Parties in Interest, and potential additional parties in interest, neither I nor Millstein are able conclusively to identify all potential relationships at this time, and we reserve the right to supplement this disclosure as additional relationships come to our attention. In particular, in addition to the disclosures already made, among other things, the Firm may have relationships with persons who are beneficial owners of Parties in Interest and persons whose beneficial owners include Parties in Interest or persons who otherwise have relationships with Parties in Interest. Moreover, in addition to the disclosures already made, Millstein employees may have relationships with Parties in Interest, persons that may become parties in interest in these cases, and/or persons that have business relationships with the Debtors, are competitors of the Debtors, or that are customers of the Debtors. If any new relevant facts or relationships are discovered or arise, Millstein will use reasonable efforts to identify such further developments and will file promptly a supplemental declaration, as required by Bankruptcy Rule 2014(a).

33. To the best of my knowledge, Millstein has no agreement with any other entity to share with such entity any compensation received by Millstein in connection with the Debtors' bankruptcy cases.

Affirmative Statement of Disinterestedness

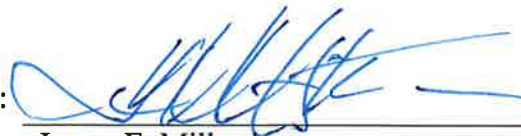
34. Based on the Conflicts Search conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, (a) Millstein is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates, and (b) Millstein has no connection to the Debtors, their creditors, or their related parties, except as may be disclosed herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true
and correct.

Executed on March 11, 2015

By:



James E. Millstein
Chairman and Chief Executive Officer
Millstein & Co., L.P.

Exhibit 1 to the Declaration

Potential Parties in Interest

Exhibit 1 to the Declaration

Potential Parties in Interest

SCHEDULE 1(A)

Agents and Indenture Trustees

1. BOKF NA
2. Bank of America NA
3. Citibank NA
4. Citicorp North America
5. Credit Suisse AG, Cayman Islands Branch
6. Delaware Trust Co.
7. Deutsche Bank AG New York Bank
8. JP Morgan Chase NA
9. Law Debenture Trust Co. of New York
10. UMB Bank
11. US Bank NA
12. Wilmington Savings Fund Society FSB

SCHEDULE 1(B)

Bondholders and Lenders

1. 0945033 B.C. ULC
2. 1199 SEIU Health Care Employees Pension Fund
3. 1199 SEIU Health Care Employees Pension Fund-2
4. 3i Debt Management Investments Ltd.
5. AAI Canyon Fund plc
6. AAI Pentwater Fund plc
7. ACA CLO 2007-1 Ltd.
8. Ace Tempest Reinsurance Ltd.-4
9. Achievement Loan Funding LLC
10. Advanced Series Trust - AST Blackrock Global
11. Advanced Series Trust - AST Blackrock Global Strategies Portfolio
12. Advanced Series Trust - AST Franklin Templeton
13. Advanced Series Trust - AST Franklin Templeton Founding
14. Advent Capital Management
15. AEGON USA Investment Management LLC
16. Allegheny Technologies Incorporated Master Pension Trust
17. AllianceBernstein Bond Fund Inc. - AllianceBernstein
18. AllianceBernstein LP (US)
19. AllianceBernstein Pooling Portfolios High Yield
20. AllianceBernstein US High Yield Collective Trust
21. Allianz GI Income & Growth High Yield
22. Allianz Global Investors US LLC
23. Allied Irish Banks plc
24. Allstate Investment Management Co.
25. Alps/Westport Resources Hedged High Income Fund
26. Amalgamated Bank
27. Amalgamated Banks of South Africa

28. America First Capital Management LLC
29. American Century Investment Management Inc.
30. American Enterprise Investment Services Inc.
31. American Money Management
32. Americas Special Situations Group, Multi Strategy Investing
33. AMMC CLO IX Ltd.
34. AMMC CLO X Ltd.
35. AmTrust Financial Services Inc. (Asset Management)
36. Amundi Alternatives Beach Point Distressed Master Fund
37. Amundi Smith Breeden Asset Management
38. Angelo Gordon & Co. LP
39. Apex Clearing Corp.
40. APG Asset Management US Inc.
41. Apidos CLO XII
42. Apidos CLO XV
43. Apidos CLO XVII
44. Apollo
45. Apollo Capital Management LP
46. Apollo Global Management LLC
47. Appaloosa Management LP
48. Arch Investment Holdings IV Ltd.
49. Archview Fund LP
50. Archview Investment Group
51. Archview Master Fund Ltd.
52. Arena Capital Advisors LLC
53. Ares Management LLC
54. Ares Senior Loan Trust
55. Aristeia Master LP
56. Aristeia Reflection Fund
57. Arrowgrass Capital
58. Arrowgrass Capital Partners (US) LP
59. Aspen Capital Management LLC
60. Associated British Foods Pension Scheme
61. ATP Investment Management
62. Aurelius Capital Management LP
63. Avant-Garde Advisors LLC
64. Avenue Capital
65. Avenue Capital Management II LP
66. AXA/Mutual Large Cap Equity Managed Volatility Portfolio
67. AZL/Mutual Shares Strategy
68. Baldr Mason Fund Inc.
69. Bank Misr
70. Bank of America
71. Bank of America Merrill Lynch Proprietary Trading
72. Bank of America NA
73. Bank of America NA/GWIM Trust Operations
74. Bank of China
75. Bank of New York Mellon, The
76. Bank of New York Mellon/Mellon Trust of New England NA, The

77. Bank of New York Mellon/Mid Cap SPDRS, The
78. Barclays Bank plc
79. Barclays Bank plc Firm
80. Barclays Capital Inc.
81. Barclays Capital Inc./LE
82. BB&T Securities LLC
83. BBT Capital Management Inc.
84. BBVA Compass Bank (Asset Management)
85. BCBSM Inc.
86. Beach Point Capital Management LP
87. Beach Point Distressed Master Fund LP
88. Beach Point Loan Master Fund LP
89. Beach Point Multi-Asset Credit Fund Ltd.
90. Beach Point SCF I LP
91. Beach Point SCF IV LLC
92. Beach Point SCF MultiPort LP
93. Beach Point Select Master Fund LP
94. Beach Point Strategic Master Fund LP
95. Beach Point Total Retrun Master Fund LP
96. Beach Point Total Return Master Fund LP
97. Benefit Street Partners LLC
98. BlackRock Advisors LLC
99. Blackrock Corporate High Yield Fund Inc.
100. Blackrock Credit One Fund
101. Blackrock Debt Strategies Fund Inc.
102. Blackrock Defined Opportunity Credit Trust
103. Blackrock Financial Management
104. Blackrock Fixed Income Portable Alpha Master Series Trust
105. Blackrock Floating Rate Income Strategies Fund Inc.
106. Blackrock Floating Rate Income Trust
107. Blackrock Funds II Blackrock Floating Rate Income Portfolio
108. Blackrock Funds II Blackrock Multi-Asset Income Portfolio
109. Blackrock Funds II High Yield Bond Portfolio
110. Blackrock Global Investment Series Income Strategies Portfolio
111. Blackrock Global Long/Short Credit Fund of Blackrock Funds
112. Blackrock High Yield Portfolio of the Blackrock Series Fund Inc.
113. Blackrock High Yield V I Fund of Blackrock Variable Series Funds Inc.
114. Blackrock Limited Duration Income Trust
115. Blackrock Secured Credit Portfolio of Blackrock Funds II
116. Blackrock Senior Floating Rate Portfolio
117. Blackrock Short Duration High Income Fund
118. Blackstone GSO
119. Blackstone/GSO Capital
120. Blackstone/GSO Senior Floating Rate Term Fund
121. Blackstone/GSO Senior Loan Portfolio
122. Blackstone/GSO Strategic Credit Fund
123. Blackwell Partners LLC - Series A
124. Blackwell Partners LLC - Series A - Magnetar
125. BLT 12 LLC
126. BLT 14 LLC
127. BLT 30 LLC
128. BLT I LLC
129. BLT VI LLC
130. Blue Cross of Idaho Health Service Inc.
131. Blue Falcon Ltd.
132. Blue Mountain
133. BlueCrest
134. BlueCrest Capital Management
135. BlueCrest Capital Management (New York) LP
136. Bluecrest Multi Strategy Credit Master Fund Ltd.
137. BlueMountain Capital
138. BlueMountain Capital Management
139. BlueMountain Capital Management LLC
140. BlueMountain CLO 2011-1 Ltd.
141. BlueMountain CLO 2012-1 Ltd.
142. BlueMountain CLO 2012-2 Ltd.
143. BlueMountain CLO 2013-1 Ltd.
144. BlueMountain CLO 2013-2 Ltd.
145. BlueMountain CLO 2013-3 Ltd.
146. BlueMountain CLO 2013-4 Ltd.
147. BlueMountain CLO 2014-1 Ltd.
148. BlueMountain CLO 2014-2 Ltd. - 1
149. BlueMountain CLO 2014-3 Ltd.
150. BMI CLO I
151. BMO
152. BMO Asset Management Inc.
153. BMO Harris Bank
154. BMO Harris Bank NA/Trust
155. BMO Nesbitt Burns Inc.
156. BNP Paribas
157. BNP Paribas Prime Brokerage, Inc
158. BNP Paribas, New York Branch/BNP Paribas Prime Brokerage Custodian
159. BNP Paribas, New York Branch/Custody Services
160. BNYMellon
161. BOC Pension Investment Fund
162. Boeing Co. Employee Retirement Plans Master Trust Investment Control Pool
163. Boston Consulting Group (BCG), The
164. Bowery Funding ULC
165. Bracebridge Capital LLC
166. Branch Banking & Trust Co.
167. Brandywine Global Investment Management LLC
168. Brevan Howard Asset Management LLP
169. Brevan Howard US Investment Management LP
170. Brigade Capital Management
171. Brigade Capital Management LP
172. Broad Street Funding LLC
173. Brookwood SARL
174. Brown Brothers Harriman & Co.
175. Brownstone Investment Group LLC
176. BTC Capital Management
177. CACEIS Bank
178. California Public Employees Retirement
179. California State Teachers Retirement System
180. Candlewood Financial Opportunities Fund LLC
181. Candlewood Financial Opportunities Master Fund LP
182. Candlewood Investment Group
183. Candlewood Special Situations Master Fund Ltd.
184. Canyon Balanced Master Fund Ltd.
185. Canyon Blue Credit Investment Fund LP
186. Canyon Capital Advisors LLC
187. Canyon Capital CLO 2006-1 Ltd.
188. Canyon Distressed Opportunity Master Fund LP

189. Canyon Partners
190. Canyon Value Realization Fund LP
191. Canyon Value Realization Mac 18 Ltd.
192. Canyon Value Realization Master Fund LP, The
193. Canyon-GRF Master Fund II LP
194. Canyon-SL Value Fund LP
195. Canyon-TCDRS Fund LLC
196. Capital One
197. Capital Research & Management
198. Capital Research & Management Co. (US)
199. Capital Ventures International
200. Carval Investors LLC
201. Cascade Investment Advisors Inc.
202. Caspian Capital LP
203. Castlehill Investment Management
204. Catalyst-Princeton Floating Rate Income Fund
205. Caterpillar Inc. Master Retirement Trust
206. Catlin Re Switzerland Ltd.
207. Catlin Underwriting Agencies Ltd.-1
208. Caywood-Scholl
209. CCP Loan Funding LLC
210. CCT Funding LLC
211. Cedar Ridge Partners LLC
212. Cedarview
213. Cedarview Opportunities Master Fund LP
214. Centerbridge Partners LP
215. Cerberus
216. Cetera Investment Services LLC
217. Charles Schwab & Co. Inc.
218. Chase
219. Chatham Asset Management
220. Chicago Fundamental Investment Partners LLC
221. CIBC
222. CIBC Global Asset Management Inc.
223. Citibank
224. Citibank Global Asset Management
225. Citibank International
226. Citibank NA
227. Citicorp North America Inc.
228. Citigroup Alternative Investments (CAI)
229. Citigroup Global Markets Inc.
230. Citigroup Global Markets Inc./Salomon Brothers
231. City National Bank
232. City National Rochdale Fixed Income Opportunities Fund
233. City of New York Group Trust-6, The
234. Claren Road
235. Clearstream
236. CO Moore LP
237. Collins Alternative Solutions Fund a series of Trust for Professional Managers
238. Colorado 1 Loan Funding LLC
239. Columbia Funds Variable Series Trust II Variable Portfolio - Eaton Vance
240. Columbia Management
241. Columbia Management Investment Advisers LLC
242. Column Park
243. Commonwealth Bank & Trust Co.
244. Compass ESMA LP
245. Compass Offshore HTV PCC Ltd.
246. Compass TSMA LP
247. Conning Asset Management
248. Consumer Program Administrators Inc.
249. Contrarian Capital
250. Contrarian Capital Management
251. Contrarian Capital Management LLC
252. Contrarian Funds LLC
253. Cooper River LLC
254. COR Clearing LLC
255. Corporate Debt Opportunities Fund LP
256. Credit Agricole
257. Credit Strategist Advisory Group Inc., The
258. Credit Suisse
259. Credit Suisse 3rd Party
260. Credit Suisse AG
261. Credit Suisse Asset Management LLC
262. Credit Suisse Loan Funding
263. Credit Suisse Securities (Europe) Ltd.
264. Credit Suisse Securities (USA) LLC
265. Credit Suisse, Cayman Islands Branch
266. Crescent Capital Group
267. Crescent Capital Group LP
268. Crews & Associates Inc.
269. CSAA Insurance Exchange
270. CSS LLC
271. Curian/Blackrock Global Long Short Credit Fund
272. Custodial Trust Co.
273. CVC Credit Partners
274. CVC Global Credit Opportunities Master Fund LP
275. CWD OC 522 Master Fund Ltd.
276. D.A. Davidson & Co.
277. D.E. Shaw & Co. LP
278. DA Capital LLC
279. Dai-Ichi Kangyo Bank
280. Darby Creek LLC
281. Dauphin Funding LLC
282. Davenport & Co. LLC
283. David Lerner Associates Inc.
284. Davidson Kempner Partners
285. DBTC Americas
286. DDJ Arvo High Yield Fund
287. DDJ Capital Management Group Trust High Yield Investment Fund
288. DDJ Capital Management LLC
289. DDJ High Yield Fund
290. DDJ Institutional High Yield Fund LP
291. Del Mar CLO I Ltd.
292. Dendera Capital LP
293. Deutsche Asset Management
294. Deutsche Asset Management / Scudder
295. Deutsche Bank
296. Deutsche Bank AG (London Branch)
297. Deutsche Bank AG, Cayman Islands Branch
298. Deutsche Bank AG, New York Branch
299. Deutsche Bank Securities Inc.
300. Deutsche Bank Securities Inc.-Fixed Income Stock Loan
301. District of Columbia Retirement Board
302. Diversified Credit Portfolio Ltd.
303. Drawbridge Special Opportunities Fund LP
304. Drawbridge Special Opportunities Fund Ltd.
305. Dryden XI Leveraged Loan CDO 2006
306. Dryden XVI - Leveraged Loan CDO 2006
307. Dryden XVIII Leveraged Loan 2007 Ltd.

308. Duane Street CLO II Ltd.
309. Duane Street CLO III Ltd.
310. Duane Street CLO IV Ltd.
311. Dunham Corporate/Government Bond Fund
312. Dunham Floating Rate Bond Fund
313. Dunning Creek LLC
314. DuPont Capital Management Corp.
315. E*Trade Clearing LLC
316. Eaton Vance Floating Rate Income Trust
317. Eaton Vance Institutional Senior Loan Fund
318. Eaton Vance International (Cayman Islands) Floating-Rate Income Portfolio
319. Eaton Vance Limited Duration Income Fund
320. Eaton Vance Management
321. Eaton Vance Management Inc.
322. Eaton Vance Senior Floating Rate Trust
323. Eaton Vance Senior Income Trust
324. Eaton Vance VT Floating Rate Income Fund
325. Edward D. Jones & Co.
326. Elliott
327. Elliott Associates LP
328. Elliott International LP
329. Elliott Management
330. Elliott Management Corp.
331. Ellis Lake Capital LLC
332. Ellis Lake Master Fund LP
333. Employees' Retirement System of The State of Rhode Island
334. Enhanced Loan Investment Strategy
335. Envestnet Asset Management Inc.
336. EQ/Mutual Large Cap Equity Portfolio
337. Euroclear Bank
338. Farallon Capital (AM) Investors LP
339. Farallon Capital AA Investors LP
340. Farallon Capital Institutional Partners II LP
341. Farallon Capital Institutional Partners III LP
342. Farallon Capital Institutional Partners LP
343. Farallon Capital Management LLC
344. Farallon Capital Management LLC (US)
345. Farallon Capital Offshore Investors II LP
346. Farallon Capital Partners LP
347. Farmer State Bank
348. Fidelity Investments
349. Fidelity Management & Research Co.
350. Fideuram Asset Management (Ireland) Ltd.
351. Fiduciary SSB
352. Fifth Street Management LLC
353. Fifth Street Station
354. Fifth Third Bank
355. Fire & Police Pension Fund of San Antonio
356. Fire Island Asset Management LLC
357. First Clearing LLC
358. First Midwest Bank
359. First Midwest/Illinois
360. First National Bank of Chicago
361. First National Bank of Commerce
362. First Southwest Co.
363. First Tennessee National Bank
364. First Tennessee
365. First Tennessee Bank NA
366. First Trust Advisors LP
367. Flagler Master Fund SPC Ltd. - Class A Portfolio
368. FMS Bonds Inc.
369. Fore Research & Management LP
370. Fortress Credit Opportunities I LP
371. Fortress Investment Group LLC
372. Four Corners CLO II Ltd.
373. Four Corners CLO III Ltd.
374. Franklin Advisers Inc.
375. Franklin Floating Rate Trust
376. Franklin Mutual Advisers
377. Franklin Mutual Advisers LLC
378. Franklin Mutual Advisers Inc.
379. Franklin Mutual Global Discovery Fund (Canada)
380. Franklin Mutual Global Discovery VIP Fund
381. Franklin Mutual Quest Fund
382. Franklin Mutual Recovery Fund
383. Franklin Mutual Shares
384. Franklin Mutual Shares Fund
385. Franklin Mutual Shares VIP Fund
386. Franklin Mutual US Shares Fund Canada
387. Franklin Strategic Series-Franklin Strategic Income Fund
388. Franklin Templeton
389. Fraser Sullivan
390. FS Global Credit Opportunities Fund
391. FS Investment Corp.
392. FS Investment Corp. II
393. FS Investment Corp. III
394. Gale Force 3 CLO Ltd.
395. Garland Business Corp.
396. Gateway CLO Ltd.
397. GC Synexus Master Fund Ltd.
398. GK Capital
399. Gleneagles CLO Ltd.
400. GLG Partners LP
401. Global Credit Advisers LLC
402. Global High Yield Bond Fund A Series of DSBI Global Investment Trust
403. GMP Securities LP
404. Golden Knight II CLO Ltd.
405. Golden Tree
406. GoldenTree
407. Goldman Sachs & Co.
408. Goldman Sachs & Co. (US)
409. Goldman Sachs Asset Management
410. Goldman Sachs Asset Management LP (US)
411. Goldman Sachs Bank USA
412. Goldman Sachs Execution & Clearing LP
413. Goldman Sachs International
414. Goldman Sachs Lending Partners LLC
415. Goldman Sachs Special Situations
416. Goldman Sachs TC Master Partnership LP
417. Goodwin Capital
418. Goodwin Capital/Phoenix Investments
419. Graham Capital Management LP
420. Grayson & Co.
421. Great-West Putnam High Yield Bond Fund
422. GS Bank USA
423. GS Investment Strategies LLC AC Liberty Harbor
424. GS TC Advisors LLC
425. GSO Aiguille des Grands Montets Fund I LP
426. GSO Aiguille des Grands Montets Fund II LP
427. GSO Aiguille des Grands Montets Fund III LP

428. GSO Cactus Credit Opportunities Fund LP
429. GSO Capital
430. GSO Churchill Partners LP
431. GSO Coastline Credit Partners LP
432. GSO Credit A Partners LP
433. GSO Palmetto Opportunistic Investment Partners LP
434. GSO Special Situations Fund LP
435. GSO Special Situations Master Fund Ltd.
436. GSO Special Situations Overseas Master Fund Ltd.
437. Guardian Loan Opportunities Ltd.
438. Guggenheim BulletShares 2017 High Yield Corporate Bond ETF
439. Guggenheim Funds Investment Advisors LLC
440. Guggenheim Partners Investment Management
441. Gulf Stream Rashinban CLO 2006-1 Ltd.
442. Gulf Stream-Compass CLO 2007 Ltd.
443. Gulf Stream-Sextant CLO 2007-1 Ltd.
444. Gulfstream-Sextant CLO 2006-1 Ltd.
445. Gulshan Khimji Non-Generation Skipping Marital Trust
446. H/2 Credit Manager LP
447. H/2 Targeted Return Strategies II Ltd.
448. H2 Capital Partners
449. Hamilton Asset Advisers
450. Hartford Floating Rate Fund, The
451. Hartford Floating Rate High Income Fund, The
452. Hartford Strategic Income Fund, The
453. Hartford Total Return Bond Fund 1, The
454. Hartford Unconstrained Bond Fund
455. Harvard College, President & Fellows of
456. Harvard Management
457. HBK Investments LP
458. HBK Master Fund
459. HF Canyon Master Ltd.
460. HG Vora Capital Management LLC
461. HG Vora Special Opportunities Master Fund Ltd.
462. Highbridge Capital Management LLC
463. Highbridge Principal Strategies
464. Highbridge Principle Strategies
465. Highland Capital Management LP
466. Highland Global Allocation Fund
467. Highland Loan Master Fund LP
468. Highland/Iboxx Senior Loan ETF
469. Highmark Ltd.
470. Highmark Multi-Strategy 3
471. Hillmark Capital Management LP
472. HMO Minnesota
473. Houston Municipal Employees Pension System
474. HSBC Bank plc
475. HSBC Bank USA NA-IPB
476. HSBC Global Asset Management (USA) Inc.
477. HSBCSI
478. Hudson Bay Absolute Return Credit Opportunities Master Fund Ltd.
479. Huntington National Bank, The
480. ICBC
481. IG Putnam US High Yield Income Fund
482. IMS Capital Management
483. Industrial & Commercial Bank of China Financial Services LLC/Equity Clearance
484. ING (L) Flex-Senior Loans
485. ING Financial Markets Inc.
486. ING Financial Markets LLC/International Equity Finance
487. ING Investment Management
488. Ingalls & Snyder LLC
489. Innocap Fund SICAV plc
490. Interactive Brokers LLC
491. Interactive Brokers Retail Equity Clearing
492. Invesco Advisers Inc.
493. Invesco Dynamic Credit Opportunities Fund
494. Invesco Floating Rate Fund
495. Invesco Management & Research
496. Invesco PowerShares Capital Management LLC
497. Invesco Senior Income Trust
498. Invesco Senior Loan Fund
499. Invesco Senior Secured Management Inc.
500. Invesco Zodiac Funds - Invesco US Senior Loan Fund
501. Investors Canadian High Yield Income Fund
502. Inwood Park CDO Ltd.
503. Iowa Public Employees' Retirement System
504. Ironshore Inc.
505. iShares Europe
506. ISL Loan Trust II
507. Ivy Capital
508. J. Goldman & Co. LP
509. J.J.B. Hilliard W.L. Lyons LLC
510. J.P. Morgan Clearing Corp.
511. J.P. Morgan Investment Management Inc.
512. J.P. Morgan Securities LLC
513. Jamestown CLO II Ltd.
514. Janney Montgomery Scott LLC
515. Jasper CLO Ltd.
516. Jefferies
517. Jefferies Leveraged Credit Products
518. Jefferies LLC
519. Jersey Street CLO Ltd.
520. Jewel Investments LLC
521. JLP Institutional Credit Master Fund LP
522. JNL/Franklin Templeton Mutual Shares Fund
523. JNL/PPM America Floating Rate Income Fund
524. JNL/PPM America High Yield Bond Fund
525. John Hancock Fund II Floating Rate Income Fund
526. John Hancock Variable Insurance Trust - Mutual Shares Trust
527. JP Morgan Asset Management
528. JP Morgan Chase
529. JP Morgan Chase Bank NA
530. JP Morgan Pacholder
531. JP Morgan Whitefriars Inc.
532. JPMBI Re Blackrock Bank Loan Fund
533. JPMorgan Chase Bank/Correspondence Clearing Services 2
534. JPMorgan Chase Bank/PCS Shared Services
535. JPS Credit Opportunities Master Fund LP
536. Juniata River LLC
537. JVB Financial Group LLC
538. Kaiser Foundation Hospitals
539. Kaiser Permanente Group Trust
540. Kamunting Street Capital Management LP
541. KDP Asset Management
542. Key Capital Markets

543. Keybank NA
544. Kidd, Douglas
545. King Street Capital Management
546. KKR Asset Management LLC
547. KKR Corporate Credit Partners LP
548. KKR Credit Relative Value Master Fund LP
549. KKR Debt Investors II (2006) (Ireland) LP
550. KKR Floating Rate Fund LP
551. KKR Income Opportunities Fund
552. KKR-PBPR Capital Partners LP
553. KLS Diversified Asset Management LP
554. Knightbrook Insurance Co.
555. KTRS Credit Fund LP
556. Ladenburg Thalmann Asset Management Inc.
557. LakeWater Capital Management LLC
558. Landmark IX CDO Ltd.
559. Landmark VII CDO Ltd.
560. Landmark VIII CDO Ltd.
561. Latigo Partners
562. Legg Mason Western Asset Senior Loans Fund
563. Lehigh River LLC
564. Leumi Private Bank AG
565. LeverageSource III (H Holdings) LP
566. LeverageSource V LP
567. LeverageSource V SARL
568. LGT Multi Manager Bond Fund High Yield
569. Liberty Harbor I GP LLC
570. Liberty Harbor Master Fund I LP
571. Liverpool LP, The
572. Lloyds Bank Pension Scheme No. 1
573. Lloyds Bank Pension Scheme No. 2
574. LMP Corporate Loan Fund Inc.
575. Locust Street Funding LLC
576. Loews Corp.
577. Loews Corp. (Asset Management)
578. Logan Circle Partners LP
579. Longhorn Credit Funding LLC
580. Loomis Sayles & Co. LP
581. Lord Abbett
582. Lord Abbett Bank Loan Trust
583. Lord Abbett Investment Trust - Lord Abbett Floating Rate Fund
584. LPL Financial Corp.
585. LS III BCL Loan Funding LLC
586. LumX Beach Point Total Return Fund Ltd.
587. Luxor Capital Group
588. Luxor Capital Partners LP
589. Luxor Capital Partners Offshore Master Fund LP
590. Luxor Spectrum Offshore Master Fund LP
591. MacKay HYAC
592. MacKay Shields
593. Mackenzie Corporate Bond Fund
594. Mackenzie North American Corporate Bond Fund
595. Macquarie Allegiance Capital LLC
596. Macquarie Bank Ltd.
597. Magnetar Financial LLC
598. Mainstay Floating Rate Fund A Series of Mainstay Funds Trust
599. Mainstay VP Floating Rate Portfolio A Series of Mainstay VP Series Fund
600. Managed Accounts Master Fund Services - Map 5
601. Managed Assets Group LLC, The
602. Manulife Asset Management Ltd.
603. Map 98 Segregated Portfolio of LMA SPC
604. Maps CLO Fund II Ltd.
605. Marathon Asset Management
606. Marathon Centre Street Partnership LP
607. Marathon CLO VI Ltd.
608. Marathon Court Square LP
609. Marathon Credit Dislocation Fund LP
610. Marathon Credit Opportunity Master Fund Ltd.
611. Marathon Les Grandes Jorasses Master Fund SCA SICAV-SIF
612. Marathon Liquid Credit Long Short Fund
613. Marathon Special Opportunity Master Fund Ltd.
614. Marlborough Street CLO Ltd.
615. Maryland State Retirement & Pension System
616. Massachusetts Financial
617. Master SIF SICAV-SIF
618. MatlinPatterson
619. Maxim Putnam High Yield Bond Portfolio of Maximiser Fund
620. McMorgan & Co. LLC
621. MCP Holdings Master LP (Series 111-A)
622. Medley Capital LLC
623. MeehanCombs
624. Merrill Lynch Capital
625. Merrill Lynch Capital Services Inc.
626. Merrill Lynch Investment Solutions - Beach Point Diversified Credit UCITS Fund
627. Merrill Lynch Pierce Fenner & Smith Inc.
628. Merrill Lynch Pierce Fenner & Smith/Fixed Income
629. Met Investors Series Trust - Blackrock High Yield Portfolio
630. Met Investors Series Trust - Met/Eaton Vance Floating Rate Portfolio
631. Midtown Acquisitions LP
632. Millennium Advisors LLC
633. Miller Family Holdings LLC
634. Missouri Education Pension Trust
635. Mitsubishi UFJ Trust & Banking Corp. (USA)
636. Mizuho
637. MJ Whitman
638. ML SFKPG
639. Monarch Alternative Capital LP
640. Monarch Alternative Solutions Master Fund Ltd.
641. Monarch Capital Master Partners III LP
642. Monarch Debt Recovery Master Fund Ltd.
643. Monarch Opportunities Master Fund Ltd.
644. Moore Capital Management LP
645. Morgan Stanley
646. Morgan Stanley & Co. LLC
647. Morgan Stanley Investment Management Inc.
648. Morgan Stanley Senior Funding Inc.
649. Morgan Stanley Smith Barney LLC
650. Morgan Stanley Wealth Management
651. Mount Kellett Capital Management LP
652. Multimix Wholesale Diversified Fixed Interest Trust
653. Mutual Beacon Fund
654. Mutual Global Discovery Fund
655. Mutual Series Beacon Fund
656. Mutual Shares Fund of Franklin Mutual Advisors LLC

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| 657. MV Credit Opportunity Fund LP | (OPERS) |
| 658. Napier Park Global Capital LLC | 712. Omega Advisors Inc. |
| 659. Nathan Hale Capital LLC | 713. Onex Credit Partners LLC |
| 660. National Electrical Benefit Fund | 714. Ontario Public Service Employees Union Pension
Plan Trust Fund |
| 661. National Financial Services LLC | 715. Oppenheimer & Co. Inc. |
| 662. National Railroad Retirement Investment Trust-2 | 716. Oppenheimer Funds |
| 663. Natixis | 717. Oppenheimer Global High Yield Fund |
| 664. NatWest | 718. Oppenheimer Global Strategic Income Fund |
| 665. Nedbank | 719. Oppenheimer Master Loan Fund LLC |
| 666. Neuberger & Berman (NY) | 720. Oppenheimer Quest For Value Funds |
| 667. Neuberger Berman Absolute Return Multi Manager
Fund | 721. Oppenheimer Senior Floating Rate Fund |
| 668. Neuberger Berman Advisers Management Trust -
Absolute Return Multi-Manager Portfolio | 722. Oppenheimer Senior Floating Rate Plus Fund |
| 669. Neuberger Berman Alternative Funds - Neuberger
Berman Absolute Return | 723. Oppenheimer Variable Account Funds |
| 670. Neuberger Berman Fixed Income LLC | 724. OppenheimerFunds Inc. |
| 671. Neuberger Berman Investment Funds plc | 725. OptionsXpress Inc. |
| 672. New York Life Insurance Co. | 726. Orchard Hill Capital Management LP |
| 673. Newfleet | 727. Oregon Public Employees Retirement Fund-1 |
| 674. Newfleet Asset Management | 728. Owl Creek Investors |
| 675. Newfleet Multi-Sector Income ETF | 729. OZ Management LLC |
| 676. Newmark Capital Funding 2013-1 CLO Ltd. | 730. OZ Special Master Fund Ltd. |
| 677. Newmark Capital LLC | 731. P Monarch Recovery Ltd |
| 678. Nob Hill CLO Ltd. | 732. P. Schoenfeld Asset Management |
| 679. Nokota Capital Master Fund LP | 733. Pacific Assets Management LLC |
| 680. Nokota Management LP | 734. Pacific Coast Investment Fund LLC |
| 681. Nomura Corporate Funding Americas LLC | 735. Pacific Investment Management Co. LLC |
| 682. Nomura Corporate Research & Asset Management
Inc. (US) | 736. Pacific Life Fund Advisors LLC |
| 683. Nomura Securities International Inc. | 737. Pacific Life Funds - PL Floating Rate Loan Fund |
| 684. Nomura Securities/Fixed Income | 738. Pacific Life Insurance Co. |
| 685. Noonday Offshore Inc. | 739. Pacific Select Fund - Floating Rate Loan Portfolio |
| 686. Northern Trust Co., The | 740. Peak6 |
| 687. Northern Trust Co./Future Fund Accounts | 741. Pennsylvania Treasury Department,
Commonwealth of |
| 688. Nuveen High Income Bond Fund | 742. Penteli Master Fund Ltd. |
| 689. Oak Hill Advisors LP | 743. Pentwater Capital Management LP |
| 690. Oak Hill Credit Alpha Master Fund LP | 744. Pentwater Equity Opportunities Master Fund Ltd. |
| 691. Oak Hill Credit Opportunities Master Fund Ltd. | 745. Pentwater Event Driven Cayman Fund Ltd. |
| 692. Oak Hill Credit Partners | 746. Peoples Bank |
| 693. Oaktree | 747. Permal Canyon Fund Ltd. |
| 694. Oaktree Capital Management LP | 748. Permal Contrarian Fund I Ltd. |
| 695. Oaktree Loan Fund 2x (Cayman) LP | 749. Perry BDT LLC |
| 696. Oaktree Senior Loan Fund LP | 750. Perry Capital LLC |
| 697. OC 531 Offshore Fund Ltd. | 751. Pershing LLC |
| 698. Ocean Trails I | 752. PFA Kapitalforvaltning Fondsmæglerselskab A/S |
| 699. Ocean Trails II | 753. Phoenix Investment Adviser LLC |
| 700. Oceana Master Fund Ltd. | 754. Phoenix Investments |
| 701. Och-Ziff Capital Management UK | 755. PIMCO |
| 702. Och-Ziff Capital Management UK AC OZ Special
Master Fund Ltd. | 756. PIMCO - Pacific Investment Management Co. |
| 703. O'Connor Global Multi-Strategy Alpha Master Ltd. | 757. Pine River Capital Management LP |
| 704. OHA Centre Street Partnership LP | 758. Pinebridge |
| 705. OHA Denmark Customized Credit Fund LP | 759. Pinebridge Investments |
| 706. OHA Diversified Credit Strategies Fund (Parallel)
LP | 760. Pinebridge Senior Secured Loan Fund Ltd. |
| 707. OHA Diversified Credit Strategies Fund Master LP | 761. Pitney Bowes Bank, The |
| 708. OHA Diversified Credit Strategies Master Fund
(Parallel II) LP | 762. PNC Bank NA |
| 709. OHA Finlandia Credit Fund | 763. Pomelo Capital LLC |
| 710. OHA Intrepid Leveraged Loan Fund Ltd. | 764. Post Advisory Group |
| 711. Ohio Public Employees Retirement System | 765. PowerShares Senior Loan Portfolio |
| | 766. PPF Nominee 1 BV |
| | 767. PPL Services Corp. Master Trust |
| | 768. PPM America Inc. |
| | 769. Princeton Advisory Group Inc. |
| | 770. Principal Financial Group |

- 771. Principal Funds Inc. - Bond & Mortgage Securities Fund
- 772. Principal Funds Inc. - Dynamic High Yield Explorer Fund
- 773. Principal Funds Inc. - Global Diversified Income Fund-3
- 774. Principal Funds Inc. - High Yield Fund
- 775. Principal Funds Inc. High Yield Fund
- 776. Principal Global Investors
- 777. Principal Global Investors Collective Investment Trust – Multi-Sector Fixed Income Fund
- 778. Principal Global Investors Funds - High Yield Fund
- 779. Principal Global Investors Trust - High Yield Fixed Income Fund
- 780. Principal Global Opportunities Series plc - Global Floating Rate High Income Fund
- 781. Principal Investment Fund Inc. - Bond & Mortgage Securities Fund
- 782. Principal Investors Fund Inc. - Bond & Mortgage Securities Fund
- 783. Principal Life Insurance Co.
- 784. Principal Mutual Life Insurance
- 785. Principal Variable Contract Fund Inc. - Bond & Mortgage Securities Account
- 786. ProFund Advisors LLC
- 787. Providence Equity Partners LLC
- 788. Providence TMT Debt Opportunity Fund II LP
- 789. Prudential Insurance
- 790. Prudential Investment Management Inc.
- 791. Prudential Investment, The
- 792. Putnam Absolute Return 300 Fund
- 793. Putnam Absolute Return 500 Fund
- 794. Putnam Absolute Return 700 Fund
- 795. Putnam Asset Allocation Fund Balanced Portfolio
- 796. Putnam Asset Allocation Fund Conservative Portfolio
- 797. Putnam Capital Spectrum Fund
- 798. Putnam Diversified Income (Cayman) Master Fund
- 799. Putnam Diversified Income Trust
- 800. Putnam Dynamic Asset Allocation Balanced Fund
- 801. Putnam Dynamic Asset Allocation Conservation Fund
- 802. Putnam Dynamic Asset Allocation Growth Fund
- 803. Putnam Dynamic Risk Allocation Fund
- 804. Putnam Floating Rate Income Fund
- 805. Putnam High Income Securities Fund
- 806. Putnam High Yield Advantage Fund
- 807. Putnam High Yield Trust
- 808. Putnam Investment Management LLC
- 809. Putnam Investments
- 810. Putnam Master Intermediate Income Trust
- 811. Putnam Premier Income Trust
- 812. Putnam Retirement Advantage GAA Balanced Portfolio
- 813. Putnam Retirement Advantage GAA Conservative Portfolio
- 814. Putnam Retirement Advantage GAA Growth Portfolio
- 815. Putnam Retirement Advantage GAA Income Strategies Portfolio
- 816. Putnam Retirement Income Fund Lifestyle 2
- 817. Putnam Retirement Income Fund Lifestyle 3
- 818. Putnam Total Return Fund LLC
- 819. Putnam Total Return Trust
- 820. Putnam Variable Trust - Putnam VT Diversified Income Fund
- 821. Putnam Variable Trust PVT High Yield Fund
- 822. Putnam Variable Trust-Putnam VT Global Asset Allocation Fund
- 823. Putnam Worldwide Income Fund
- 824. PVT Global Asset Allocation Fund
- 825. PWC Master Fund Ltd.
- 826. Q Investments LP
- 827. Qantas Superannuation Plan
- 828. Qualcomm Global Trading Pte Ltd.
- 829. R&D Bauer Ventures LP
- 830. Race Street Funding LLC
- 831. Ramapo Fixed Income Fund plc
- 832. Raymond James & Associates Inc.
- 833. RBC Capital Markets LLC
- 834. RBC Dominion Securities Inc.
- 835. RBS Greenwich Capital
- 836. RBS Securities Inc.
- 837. Redwood Capital Management LLC
- 838. Redwood Master Fund Ltd.
- 839. Redwood Opportunity Master Fund Ltd.
- 840. Reef Road Capital LLC
- 841. Regatta II Funding LP
- 842. Regatta III Funding Ltd.
- 843. Regatta IV Funding Ltd.
- 844. Regiment Capital
- 845. Regions Bank
- 846. Relative Value A Series of Underlying Funds Trust
- 847. Relative Value Partners LLC
- 848. Relative Value-Long/Short Debt A Series of Underlying
- 849. Relative Value-Long/Short Debt A Series of Underlying Funds Trust-1
- 850. Renaissance Floating Rate Income Fund
- 851. Reynolds Capital Management LLC
- 852. Ridgeworth Funds High Income Fund
- 853. Ridgeworth Funds Seix Floating Rate High Income Fund
- 854. Ridgeworth Funds Seix High Yield Fund
- 855. Ridgeworth Funds Total Return Bond Fund
- 856. Rimrock Capital
- 857. Robert W. Baird & Co. Inc.
- 858. Royal Bank of Canada
- 859. Royal Bank of Scotland
- 860. Royal Mail Pension Plan
- 861. Russell Global High Income Bond Pool
- 862. Russell Institutional Funds LLC Russell High Yield Bond Fund
- 863. Russell Investment Co. - Russell Global Opportunistic Credit Fund
- 864. Russell Sub Fund
- 865. S. Goldman Asset Management LLC
- 866. Saba Capital Management LP
- 867. Safety Insurance Co.
- 868. Saguaro Capital Advisors LLC
- 869. Salient Advisors LP
- 870. Sandell Asset Management
- 871. Santander Bank NA
- 872. Saratoga Investment Corp. CLO 2013-1 Ltd.

873. Saratoga Partners
874. Scotia Bank
875. Scotia Capital
876. Scottrade Inc.
877. Scudder
878. Sears Holdings Pension Trust-1
879. Seasons Series Trust-Asset Allocation Diversified Growth Portfolio
880. Seasons Series Trust-Diversified Fixed Income Portfolio
881. SEI Private Trust Co.
882. SEI Private Trust Co./GWP
883. Seix Advisors
884. Seix Multi-Sector Absolute Return Fund
885. Seneca Capital LP
886. Senior Debt Portfolio
887. Sentry Insurance, A Mutual Co.
888. SG Americas Securities LLC
889. SGT Investments II LP
890. Sheffield Asset Management LLC
891. Short Duration Diversified Income Fund
892. Sierra Pacific Securities LLC
893. Silver Point Capital
894. Silver Point Capital LP (US)
895. SKY Harbor Capital Management LLC
896. SMH Capital Advisors Inc.
897. Sound Harbor Partners
898. Sound Point Beacon Master Fund LP
899. Sound Point Capital Management LP
900. Sound Point Credit Opportunities Master Fund LP
901. Sound Point Floating Rate Fund A Series of Taylor Insurance Series LP
902. Sound Point Floating Rate Income Fund
903. Sound Point Montauk Fund LP
904. Sound Point Senior Floating Rate Master Fund LP
905. Southwest Securities Inc.
906. Sovereign Bank
907. SPCP Group III LLC
908. SPCP Group LLC
909. Special Situations Investing Group Inc.
910. SPF CDO I Ltd.
911. SSB - BlackRock Institutional Trust
912. SSB - Trust Custody
913. Standard Bank of South Africa
914. Standard Chartered Bank
915. Standard General LP
916. State Street Bank & Trust Co.
917. State Street Global Advisors (SSgA)
918. State Street Total ETF
919. Steamboat Credit Opportunities Master Fund LP
920. Stellar Performer Global - Series W - Global Credit Fund
921. Stephens Inc.
922. Sterne Agee & Leach Inc.
923. Stichting Bewaarder Syntrus Achmea Global High Yield Pool
924. Stichting Depository APG Fixed Income Credit Pool
925. Stichting Pensioenfonds Hoogovens-1
926. Stichting Pensioenfonds Voor Fysiotherapeuten
927. Stichting Pensioenfonds Voor Fysiotherapeuten-1
928. Stifel Nicolaus & Co. Inc.
929. Stockcross Financial Services Inc.
930. Stone Lion Capital Partners LP
931. Stonehill Capital Management LLC
932. Stonehill Institutional Partners LP
933. Stonehill Master Fund Ltd.
934. Stoney Lane Funding I Ltd.
935. Strategic Value Partners LLC
936. Sugarman Family Foundation
937. SunAmerica Senior Floating Rate Fund Inc.
938. Susquehanna Capital
939. Susquehanna Capital Group
940. Symphony Asset Management
941. T. Rowe Price Associates Inc.
942. Taconic Capital Advisors LP
943. Taconic Master Fund 1.5 LP
944. Taconic Opportunity Master Fund LP
945. Talamod Asset Management LLC
946. TCW Crescent Mezzanine Partners IVB LP
947. TCW/Crescent Mezzanine Partners IV LP
948. TD Ameritrade Clearing Inc.
949. Teamsters Pension Trust Fund of Philadelphia & Vicinity
950. Telemus/Beacon Investment Co. LLC
951. Tennenbaum Capital Partners LLC
952. Third Avenue
953. Third Avenue Management
954. Third Point
955. THL Credit Senior Loan Strategies LLC
956. Thracia LLC
957. Timber Hill LLC
958. TLG Advisors Inc.
959. Tom Johnson Investment Management Inc.
960. TrilogyLWP LLC
961. TRS Tupelo LLC
962. Tudor Investment Corp.
963. UAW Retiree Medical Benefits Trust
964. UBS AG
965. UBS AG, Stamford Branch
966. UBS Financial Services Inc.
967. UBS O'Connor
968. UBS Securities LLC
969. UBS Securities LLC (US)
970. US Bancorp Investments Inc.
971. US Bank
972. US Bank NA
973. US Income Strategy Fund of Nikko Asset Management Investment Trust (Cayman)
974. USAA Asset Management Co.
975. USAA Investment Management Co.
976. USAA MU
977. Van Eck Associates Corp.
978. Vanguard Group Inc., The
979. Vanguard Marketing Corp.
980. Verity Advisors LLC
981. VII Peaks-KBR LLC
982. Virtus Balanced Fund
983. Virtus Bond Fund
984. Virtus Global Multi-Sector Income Fund
985. Virtus High Yield Fund
986. Virtus Multi-Sector Intermediate Bond Fund
987. Virtus Multi-Sector Short Term Bond Fund
988. Virtus Partners LLC

989. Virtus Senior Floating Rate Fund
990. Virtus Strategic Income Fund
991. Virtus Tactical Allocation Fund
992. Virtus Total Return Fund
993. Virtus Variable Insurance Trust - Virtus Multi-Sector Fixed Income Series (VVIT)
994. Vision Financial Markets LLC
995. Voya Floating Rate Fund
996. Voya Investment Management
997. Voya Prime Rate Trust
998. Voya Senior Income Fund
999. Vulcan
1000. Vulcan Capital
1001. VY Franklin Mutual Shares Portfolio
1002. Waddell & Reed Services Co.
1003. Warden, David
1004. Watershed Asset Management LLC
1005. Watershed Capital Institutional Partners III LP
1006. Watershed Capital Offshore (Master) Fund III LP
1007. Wazee Street Capital Management LLC
1008. Wedbush Securities Inc.
1009. Wellington 46Y9 Hartford Total Return Bond HLS Fund
1010. Wellington Management Co. LLP
1011. Wellington Management Portfolios (Luxembourg) IV SICAV FIS
1012. Wellington Trust Co. NA Multiple Collective Investment
1013. Wellington Trust Co. NA Multiple Collective Investment Funds Trust
1014. Wellington Trust Co. NA Multiple Collective Investment Funds Trust II
1015. Wellington Trust Co. NA Multiple Common Trust
1016. Wellington Trust Co. NA Multiple CTF Trust - Core Bond
1017. Wells Capital Management
1018. Wells Fargo
1019. Wells Fargo Bank NA
1020. West Gate Horizons Advisors LLC
1021. Western Asset Bank Loan (Multi Currency) Master Fund
1022. Western Asset Bank Loan (Offshore) Fund
1023. Western Asset Floating Rate High Income Fund LLC
1024. Western Asset Management Co.
1025. WG Horizons CLO I
1026. Whitebox Advisors LLC
1027. Whitebox Asymmetric Advisors LLC
1028. Whitebox Asymmetric Partners LP
1029. Whitebox Credit Arbitrage Advisors LLC
1030. Whitebox Credit Arbitrage Partners LP
1031. Whitebox Institutional Partners LP
1032. Whitebox Multi-Strategy Advisors LLC
1033. Whitebox Multi-Strategy Partners LP
1034. Whitebox Tactical Opportunities Fund
1035. Whitehorse Capital Partners LP
1036. Whitehorse IV Ltd.
1037. Whitehorse VI Ltd.
1038. Whitehorse VII Ltd.
1039. William Blair & Co. LLC
1040. Windermere Ireland Fund plc
1041. Wingspan Investment Management LP

1042. WJ Investments LLC
1043. Worden Master Fund II LP
1044. Yorktown Management & Research Co. Inc.

SCHEDULE 1(C)
Counterparties to Significant Leases and
Executory Contracts

1. 23rd Street Hotel Associates LLC
2. 8 oz Burger Bar
3. 800-Flowers Inc.
4. 810 Zone
5. Advantex Marketing International Inc.
6. AEG Live LLC
7. AEG Live LV LLC
8. Affiliated Computer Services Inc.
9. Affinity Solutions Inc.
10. Agilysys NV LLC
11. Aldrich, Jackie R.
12. Aldrich, Joe G.
13. Aldrich, John
14. Aldrich, John Brett
15. All Nippon Airways Co. Ltd.
16. Allegiant Air LLC
17. Allegiant Vacations LLC
18. American Express Travel Related Services Co. Inc.
19. American Tower
20. Aon Hewitt
21. Asia Miles Ltd.
22. Asian Star
23. AT&T Corp.
24. AT&T Global Information Solutions Co.
25. AT&T Mobility National Accounts LLC
26. Atlantic Pier Associates
27. Atlantic Pier Associates LLC
28. Austin General Contracting
29. B&P Properties LP
30. Bally Gaming & Systems
31. Bally Gaming Inc.
32. Bally Technologies
33. Bank of America NA
34. BBDO West
35. Bonomo Investment Co. LLC
36. Bonomo, Johnny, Jr.
37. Bonomo, Mary C.
38. Booking.com
39. Bottling Group LLC
40. Boulder City, City of (NV)
41. Boulder City, The City of (NV)
42. Boyer, Rebecca R.
43. C3 Booking LLC
44. C3 PPS Inc.
45. C3 Presents LLC
46. Caffe Mille Luci
47. Cannon Cochran Management Services Inc.
48. Cass Information Systems Inc.
49. CDA Productions (Las Vegas) Inc.
50. Cellular South
51. Central 24/7
52. Certegy Check Services Inc.
53. Chicago Entertainment Tour Inc.

54. CIGNA Onsite Health LLC
55. Cinnabon
56. Circus Circus Mississippi Inc.
57. Clark County (NV)
58. ClearCost Health
59. Cognos Corp.
60. Comenity Bank
61. Conrad International Corp.
62. Conrad International Royalty Corp.
63. Core-Mark International Inc.
64. Council Bluffs Board of Water Works, Trustees of the City of (IA)
65. Council Bluffs, City of (IA)
66. Cox Communications Inc.
67. Credit Suisse AG
68. Credit Suisse AG, Cayman Islands Branch
69. Credit Suisse Securities (USA) LLC
70. CVPR Gaming Holdings LLC
71. DCR Workforce
72. Dell Marketing LP
73. Della Spiga
74. Deloitte & Touche LLP
75. Deloitte Tax LLP
76. Des Plaines Development Corp.
77. Deutsche Bank AG New York Branch
78. Deutsche Bank Securities Inc.
79. Deutsche Bank Securities LLC
80. Deutsche Bank Trust Co. Americas
81. Dion, Celine
82. DMS of Hammond
83. Doerle Food Services LLC
84. Dusk Nightclub
85. Eastern Fish Co.
86. Employment Tax Servicing Corp.
87. Encore Productions Inc.
88. Energy Plus Holdings LLC
89. Equifax Inc.
90. Eurohypo AG New York Branch
91. Excentus Corp.
92. Expedia Travel
93. Express Scripts Inc.
94. FanXchange Ltd.
95. Fatburger
96. Fidelity Information Services LLC
97. First Data Services LLC
98. FishNet Security Inc.
99. Foodservice & Vending Sales
100. Forum Developers LP
101. Forum Developers LP (FDLP)
102. Freeman Decorating Services Inc.
103. Full Service Systems
104. Gayety's
105. Get Fresh Sales LLC
106. Gilbert Family Trust, The
107. Global Payments Gaming Services Inc.
108. Goldman Sachs Bank USA
109. Gollott, Gary
110. Gollott, Thomas
111. Gollott, Tyrone
112. Graeter's Ice Cream
113. Grainger Industrial Supply, a division of W.W. Grainger Inc.
114. Grand Crowne
115. Guoxin (Hainan) Long Mu Bay Investment Holding Co. Ltd.
116. Hammond Department of Redevelopment, City of (IN)
117. Hammond Department of Waterworks, the City of (IN)
118. Hammond Marina (IN)
119. Hammond Port Authority (IN)
120. Hammond Port Authority, City of Hammond (IN)
121. Hammond Redevelopment Authority, the City of (IN)
122. Hammond Redevelopment Commission, City of (IN)
123. Hammond Redevelopment Department, City of (IN)
124. Hammond, City of (IN)
125. Hard Rock
126. Hardin's SYSCO Food Services LLC
127. Harrison County (IN)
128. Harry's Bar
129. Harveys Casino Resorts
130. Harvey's Wagon Wheel Inc.
131. Hash House
132. Hertz
133. Hewitt Associates LLC
134. Hilton Hotels Corp.
135. Hilton Worldwide Inc.
136. Horizon Blue Cross Blue Shield of New Jersey
137. Hospitality Network LLC
138. Hotel Corporation of the Bahamas, The
139. HOV Services Inc.
140. HPP International Corp.
141. Humana Insurance Co.
142. Hummer Whole Health Management Inc.
143. Huntington National Bank, The
144. Ichiban
145. IGT
146. Indulge
147. InfoGenesis
148. Infosys Technologies Ltd.
149. Interblock USA LC
150. International Business Machines Corp.
151. International Cruise & Excursions Inc.
152. Iowa West Racing Association
153. Iowa, State of
154. J.M. Smucker Co., The
155. JB Viva Las Vegas LP
156. JB Viva Vegas LP
157. JCM American Corp.
158. Johnson, Inez
159. Joliet, City of (IL)
160. La Italian
161. Landau
162. Lippo Ltd.
163. Lippo Worldwide Investments Ltd.
164. Locatelli Family
165. LOCZ Korea Investment Pte. Ltd.
166. LodgeNet Interactive Corp.
167. LodgeNet Video Corp.
168. Louisiana State Land Office, State of
169. Louisiana, State of

170. M&T Bank
171. MarginXL Advisors
172. Maritz Loyalty & Motivation Inc.
173. Maritz Motivation Inc.
174. Maritz Motivation Solutions Inc.
175. Mark Travel
176. Martin Lawrence Gallery
177. MassMutual
178. Mavar Inc.
179. Maxim Health Systems LLC
180. Mazonson & Santas LLC
181. McKinsey & Co.
182. MD Global Partners LLC
183. MetLife
184. Metropolis, City of (IL)
185. MICROS Systems Inc.
186. Mike & Charlie's
187. Mississippi, State of
188. Morton's
189. Motorola Solutions Inc.
190. Munch
191. Nanking Asian Fusion
192. NASDAQ OMX Corporate Solutions LLC
193. National Railroad Passenger Corp.
194. NCL (Bahamas) Ltd.
195. NCR Corp.
196. Neo@Ogilvy LLC
197. Nevada Gaming Control Board
198. New Jersey Department of Consumer Affairs, State of
199. NIIT Technologies Inc.
200. NJOY Inc.
201. Nomura Credit & Capital Inc.
202. North Kansas City, City of (MO)
203. Norwegian Cruise Line
204. NRT Technology Corp.
205. Ogilvy Public Relations Worldwide Inc.
206. Old Republic Insurance Co.
207. Omniture Inc.
208. On Command Video Corp.
209. Ontario Casino Corp.
210. Ontario Lottery & Gaming Corp.
211. Ontario Lottery & Gaming Corp., as Agent for Her Majesty the Queen in Right of Ontario
212. OUE International Holdings Pte. Ltd.
213. OUE Ltd.
214. Our Vacation Center
215. Outwest Meat Co.
216. Ovation Services Group
217. Ovation Wireless Management
218. P.C.I. Inc.
219. Park Cattle Co.
220. Park Lane of New Orleans LLC (Fuddruckers)
221. Pascual, Victor M.
222. Paymentech LLC
223. Pearl Garden
224. Penn Terminal
225. Pennsylvania Manufacturers Association Insurance Co.
226. Pepsi Bottling Group, The
227. PepsiCo Foodservice
228. PepsiCo Inc.
229. Pepsi-Cola Fountain Co. Inc.
230. Phanie M. Pizza
231. Pier Developers Inc.
232. Planet Hollywood Resorts International LLC
233. Playboy Enterprises International Inc.
234. PricewaterhouseCoopers LLP
235. Printer Inc., The
236. Protiviti Inc.
237. PRT Two LLC
238. Pure Nightclub
239. Quincy Mill
240. Quintain Wembley (Holdings) Ltd.
241. Quintain Wembley (Palace of Industries) (No. 1) Ltd.
242. R.R. Donnelley & Sons Co.
243. Rainmaker Group Unltd. Inc., The
244. Republic Airline Inc.
245. Repulse Bay Co. Ltd., The
246. Resort Advantage LLC
247. S.S. Kemp & Co. LLC
248. Sacko Sub
249. SafeCo Insurance Co. of America
250. Safety National Casualty Corp.
251. Salesforce.com Inc.
252. Schindler Elevator Corp.
253. Sedona Spa
254. Service Co., The
255. Service Cos., The
256. Shell Energy North America (US) LP
257. SHFL Entertainment Inc.
258. Shift4 Corp.
259. Shore Health
260. Shore Health Enterprises Inc.
261. Shuffle Master Inc.
262. Simpson, Gloria
263. Simpson, Wayne
264. SkyMall Ventures Inc.
265. SkyMall Ventures LLC
266. Solutionary Inc.
267. Southwest Gas Corp.
268. SpectraSite Communications Inc.
269. Sprint Solutions Inc.
270. Standard Textile Co. Inc.
271. Starkman General Products Co. Inc.
272. Starwood Hotels & Resorts Worldwide Inc.
273. Stewart Annoyances
274. Straw Hat Pizza
275. STRON-MD LP
276. Supreme Lobster
277. Switch Communications Group LLC
278. Syclo LLC
279. Symantec Corp.
280. Sysco Corp.
281. Sysco Las Vegas, a Division of USA 1
282. Sysco Louisville
283. TALX Corp.
284. Thomson Reuters (Tax & Accounting) Inc.
285. T-Mobile
286. Tony Lukes Philly Bites
287. Tourico Holidays
288. TPUSA Inc.
289. Tract III - Board of Levee Commissioners for

- Yazoo-Mississippi Delta
- 290. TransCard LLC
- 291. TranZparent Hosting Solutions LLC
- 292. Travelers Casualty & Surety Co. of America
- 293. Trimark SS Kemp
- 294. U.S. Foods Inc.
- 295. U.S. Foodservice Inc.
- 296. Ultimate Jetcharters
- 297. Ultron Inc.
- 298. Ultron Processing Services
- 299. Uno's Pizza
- 300. US Bank NA
- 301. Verizon Wireless
- 302. Vox Mobile
- 303. W.A. Richardson Builders LLC
- 304. Wells Fargo Bank NA
- 305. West Customer Management Group LLC
- 306. Westwood Golf Course
- 307. Whitecap Seafood USA Inc.
- 308. Whole Health Management LLC
- 309. Windsor Casino Supplies Ltd.
- 310. Winners Circle of Mound LLC
- 311. WMS Gaming Inc.
- 312. Xerox Corp.
- 313. Yazoo-Mississippi Delta, Board of Levee
Commissioners for the
- 314. Zenith Media Services Inc.
- 315. Zurich American Insurance Co.

SCHEDULE 1(D)

Current and Former Directors and Officers

- 1. Abrahams, Craig
- 2. Arasi, Thomas
- 3. Baker, John
- 4. Beilinson, Marc A.
- 5. Benjamin, Jeffrey
- 6. Bonderman, David
- 7. Carletta, Susan
- 8. Causey, Keith
- 9. Cohen, Michael D.
- 10. Colvin, Donald A.
- 11. Davis, Kelvin
- 12. Donovan, Tim
- 13. Eaton, Jill
- 14. Erlanger, Philip
- 15. Evans, James T., III
- 16. Fonseca, Dhiren
- 17. Garber, Mitchell
- 18. Gregoire, Kelly
- 19. Halkyard, Jonathan S.
- 20. Hession, Eric
- 21. Higgins, Mary Beth
- 22. Housenbold, Jeffrey
- 23. Jenkin, Thomas Michael
- 24. Jones Blackhurst, Jan

- 25. Kleisner, Fred J.
- 26. Kornstein, Donald R. "Don"
- 27. Kuick, Ken
- 28. Laforet, Kevin
- 29. Lambert, Tim
- 30. Lane, Katrina
- 31. Loveman, Gary W.
- 32. Marcotte, Carolyn
- 33. Marrandino, Don
- 34. Miller, Greg
- 35. Morse, Bob
- 36. Munson, Brian
- 37. Payne, John
- 38. Peterson, Karl
- 39. Press, Eric
- 40. Riley, Mary
- 41. Rowan, Marc
- 42. Sambur, David
- 43. Sawhill, Glen
- 44. Shaukat, Tariq
- 45. Silberling, Michael
- 46. Smith, Jay
- 47. Stauber, Ronen
- 48. Swann, Lynn C.
- 49. Thomas, Mary H.
- 50. Tight, Steve
- 51. Tuzyk, John
- 52. Tyler, Jane E.
- 53. Vanke, Troy
- 54. Wang, Jinlong
- 55. Weigand, Scott E.
- 56. Wilfong, Diane E.
- 57. Williams, Christopher J.
- 58. Winograd, Steven

SCHEDULE 1(E)

Equity Holders

- 1. Chatham Asset High Yield Master Fund Ltd.
- 2. Chatham Eureka Fund LP
- 3. Doney Star
- 4. Flynn, Kevin
- 5. Hammons, John Q.
- 6. JGB Las Vegas Retail LLC
- 7. LAD Wolff Equity Partners LLC
- 8. Lenchise Corp.
- 9. Miller, George
- 10. Paulson Advantage Master Ltd.
- 11. Paulson Advantage Plus Master Ltd.
- 12. Paulson Credit Opportunities Master Ltd.
- 13. Paulson Recovery Master Ltd.

14. Rock Gaming LLC
15. Ross, Matthew
16. Scoggin Capital Management II LLC
17. Scoggin International Fund Ltd.
18. Sky Games International Ltd.
19. Universal Nerlik

SCHEDULE 1(F)

Insurers

1. ACE
2. ACE American Insurance Co.
3. ACE Bermuda Insurance Ltd.
4. AGCS Marine Insurance Co.
5. Allied World Assurance Co. (U.S.) Inc.
6. Allied World Assurance Co. Ltd.
7. American Guarantee & Liability Insurance Co.
8. American International Group Inc. (AIG)
9. American Zurich Insurance Co.
10. Aon Risk Services
11. Arch
12. Arch Specialty Insurance Co.
13. Ariel Re Bermuda Ltd.
14. Aspen
15. Aspen Specialty Insurance Co.
16. AWAC
17. Axis
18. Axis Insurance Co.
19. Axis Specialty Europe Ltd.
20. Beazley
21. Beecher Carlson
22. Berkley
23. Berkley Regional Insurance Co.
24. Berkshire
25. Brit (BRT 2987)
26. Brown & Brown
27. Cat Excess
28. Chartis Specialty Insurance Co.
29. Chubb
30. Chubb Custom Insurance Co.
31. CNA
32. Conner Strong & Buckelew
33. Continental Casualty Co.
34. Endurance
35. Essex Insurance Co.
36. Everest
37. Federal Insurance Co.
38. Freedom Specialty
39. Gemini Insurance Co.
40. General Security Indemnity Co. of Arizona
41. Great American Fidelity Insurance Co.

42. Great American Insurance Co.
43. Great Lakes Reinsurance (UK) Plc
44. Greenwich Insurance Co.
45. HCC
46. Hiscox
47. Homeland Insurance Co.
48. Hudson
49. International Insurance Co. of Hannover Ltd.
50. Ironshore Insurance Ltd.
51. J. Smith Lanier & Co.
52. Kentucky Employers Mutual Insurance (KEMI)
53. Lexington Insurance Co.
54. Liberty
55. Liberty Mutual Fire Insurance Co.
56. Liberty Surplus Insurance Corp.
57. Lloyd's
58. Lloyds of London
59. Lloyd's Syndicate 1910
60. Markel
61. Maxum Indemnity Co.
62. Montpelier Reinsurance Ltd.
63. National Fire & Marine Insurance Co.
64. National Union
65. National Union Fire Insurance Co. of Pittsburgh
66. Old Republic Insurance Co.
67. Paragon Insurance Services Inc.
68. PartnerRe Ireland Insurance Ltd.
69. PICC Property & Casualty Co. Ltd.
70. QBE Insurance Corp.
71. RNR Syndicate
72. RSUI
73. RSUI Indemnity Co.
74. Scottsdale Insurance Co.
75. Seneca Specialty Insurance Co.
76. Starr Specialty Lines Insurance Agency LLC
77. Travelers Excess & Surplus Lines Co.
78. United States Aircraft Insurance Group
79. Westchester Surplus Lines Insurance Co.
80. Westport Insurance Corp.
81. Willis of Alabama
82. Willis of New Orleans
83. Woodruff Sawyer
84. XL
85. XL Insurance America Inc.
86. XL Insurance Bermuda Ltd.
87. Zurich

SCHEDULE 1(G)

Joint Venture Parties

1. Cambridge Suffolk LLC

2. Coastal Development SSR LLC
3. Conrad International Corp.
4. CVPR Gaming Holdings LLC
5. Des Plaines Development Corp.
6. Dreamport Suffolk Corp.
7. Eastern Band of Cherokee Indians
8. Hall Racecourse Properties Inc.
9. Hilton Hotels Corp.
10. JJO Sterling Suffolk Inc.
11. Keeneland Association Inc.
12. MAR Suffolk LLC
13. Nueva Compania de Casinos de El Reino de Don Quixote SLU
14. Ontario Lottery & Gaming Corp.
15. PRT Two LLC
16. Rock Ohio Ventures LLC
17. Sixth Street Sterling LLC
18. SSR Investment Trust I, The
19. SSR Investment Trust II, The
20. Sterling Racecourse Inc.
21. Stron-MD LP
22. Suffolk CCF LLC
23. Vornado Suffolk LLC

SCHEDULE 1(H)
Beneficiaries of Letters of Credit

1. Ace American Insurance Co.
2. Arrowood Indemnity Co.
3. Bank of America
4. Bank of New York Mellon Trust
5. Boyer, Rebecca
6. Centerpoint Energy Services Inc.
7. Constellation New Energy
8. Credit Suisse
9. Entergy Mississippi Inc.
10. Entergy New Orleans Inc.
11. Fidelity & Deposit Co. of Maryland
12. Flanagan, Mary Lee
13. Genesis Underwriting
14. Great American Insurance Co.
15. Hess Corp.
16. Jeht Foundation
17. Kirby, Doug
18. Louisiana Workforce Commission
19. Nawolski, Juanita
20. Nevada Gaming Control Board
21. New Jersey, State of
22. Old Republic
23. Pascual, Victor
24. Pennsylvania Manufacturers Association

25. Planet Hollywood Resorts International
26. Safeco Insurance Co. of America
27. Safety National Casualty
28. Shell Energy North America
29. Southwest Gas Corp.
30. Spencer, Marvin
31. Travelers Casualty & Surety Co.
32. Wilson, Kenneth
33. Zurich American Insurance Co.

SCHEDULE 1(I)
Other Potential Parties

1. Centerview Partners LLC
2. Duff & Phelps LLC
3. Eastgate Funding LLC
4. Elliott Management
5. Evercore Partners LLC
6. JD Holdings LLC
7. Jonesboro Funding LLC
8. Mesirow Financial Consulting LLC
9. Valuation Research Corp.

SCHEDULE 1(J)
Pensions

1. Local 68 Engineers Union Pension Plan
2. New Jersey Carpenters Pension Fund
3. Southern Nevada Culinary & Bartenders Pension Plan
4. UNITE HERE National Retirement Fund, Pension Plan of the

SCHEDULE 1(K)
Professionals

1. Akin Gump Strauss Hauer & Feld LLP
2. Alix Partners
3. AP Services LLC
4. Arent Fox LLP
5. Ballard Spahr LLP
6. Breazeale Sachse & Wilson LLP
7. Cahill Gordon & Reindel LLP
8. Deloitte
9. DLA Piper LLP
10. Drinker Biddle & Reath LLP
11. Houlihan Lokey
12. Jones Day
13. Kelley Drye
14. Klehr Harrison Harvey Branzburg LLP
15. KPMG
16. Kramer Levin Naftalis & Frankel LLP
17. Miller Buckfire

18. Paul Weiss Rifkind Wharton & Garrison LLP
19. Perella Weinberg Partners
20. Prime Clerk
21. Reed Smith
22. Rothschild
23. Seward & Kissel LLP
24. Skadden Arps Slate Meagher & Flom LLP
25. Stroock & Stroock & Lavan LLP
26. Sullivan & Cromwell LLP
27. Vedder Price PC
28. White & Case LLP
29. Zolfo Cooper LLC

SCHEDULE 1(L)
Regulatory Authorities

1. Illinois Gaming Board
2. Illinois Lottery Control Board
3. Illinois Racing Board
4. Indiana Gaming Commission
5. Indiana State Lottery Commission
6. Iowa Department of Inspections-Social & Charitable Gaming
7. Iowa Gaming Enforcement Bureau
8. Iowa Lottery Board
9. Iowa Racing & Gaming Commission
10. Kentucky Department of Charitable Gaming
11. Kentucky Horse Racing Authority
12. Kentucky Lottery
13. Louisiana Attorney General Gaming Division
14. Louisiana Gaming Control Board
15. Louisiana Lottery
16. Louisiana State Police Gaming Enforcement
17. Maryland Lottery & Gaming Control Commission
18. Maryland Racing Commission
19. Mississippi Gaming Commission
20. Missouri Gaming Commission
21. Missouri Horse Racing Commission
22. Missouri State Lottery Commission
23. Nevada Attorney General Gaming Division
24. Nevada State Gaming Control Board Gaming Commission
25. New Jersey Attorney General Division of Gaming Enforcement
26. New Jersey Casino Control Commission Office of Communications
27. New Jersey Legalized Games of Chance Control Commission
28. New Jersey Lottery Commission
29. New Jersey State Police Casino Gaming Bureau
30. New York State Gaming Commission
31. Ohio Casino Control Commission

32. Ohio Lottery Commission
33. Ohio State Racing Commission
34. Pennsylvania Gaming Control Board
35. Pennsylvania Lottery
36. Pennsylvania Racing Commission

SCHEDULE 1(M)
Significant Litigation Counterparties

1. Achenbaum, Michael
2. Achenbaum, William
3. Affinity Gaming Inc.
4. Aldrich Law Firm Ltd.
5. Aldrich, John P., Esq.
6. Appaloosa Investment LP I
7. Archon Corp.
8. Arlington Park Racecourse LLC
9. Arnold, Elizabeth
10. Atrium GP LLC
11. Atrium Hotels LP
12. Avenue Credit Strategies Fund
13. Avenue International Master LP
14. Avenue Investments LP
15. Avenue Special Opportunities Fund I LP
16. Avenue SS Fund VI (Master) LP
17. Avenue-Coppers Opportunities Fund LP
18. B&BB Inc.
19. Balmoral Park Trot Inc.
20. Balmoral Racing Club Inc.
21. Baltimore City Law Department (MD)
22. Baltimore Development Corp., City of (MD)
23. Baltimore, Mayor & City Council of (MD)
24. Benjamin, Jeffrey D.
25. Blagojevich, Friends of
26. Blagojevich, Rod
27. Brodsky & Smith LLC
28. Bull, Tim
29. Canyon Capital Advisors LLC
30. Casablanca Resorts LLC
31. Cashell Enterprises LLC
32. Casino Magic
33. Caspian Capital LP
34. Centerbridge Credit Partners LP
35. Centerbridge Credit Partners Master LP
36. Centerbridge Special Credit Partners II LP
37. CFIP Ultra Master Fund Ltd.
38. Chartwell Advisory Group Ltd.
39. Chateau Lake LLC
40. Circus & Eldorado Joint Venture
41. City Centre Hotel Corp.
42. Claude, Magda

43. Club Cal Neva
44. Colony Resorts LVH Acquisitions LLC
45. Colorado Belle Corp.
46. Columbia Partners Las Vegas LLC
47. Columbia Partners Laughlin LLC
48. Columbia Partners Tahoe LLC
49. Contrarian Capital Management LLC
50. Crosby, Stephen, as Massachusetts Gaming Commission Chair
51. Danner, Frederick Barton
52. Dinkins, Julia
53. Dowdy, Jacqueline A.
54. Edgewater Hotel Corp.
55. Eldorado Hotel Casino
56. Elgin Riverboat Resort-Riverboat Casino
57. Elliott Management Corp.
58. Empress Casino Joliet Corp.
59. Fairmount Park Inc.
60. Gallagher, Michael
61. Gansevoort Hotel Group LLC
62. Gardy & Notis LLP
63. Giannoulas, Alexi, as Illinois State Treasurer
64. GNLV Corp.
65. Golden Nugget Hotels & Casinos
66. Golden Nugget Inc.
67. Goldfarb, Bruce
68. Goldstrike Investments Inc.
69. Gollott, Gary
70. Gollott, Thomas
71. Gollott, Tyrone
72. Grand Victoria Casino
73. Grant & Eisenhofer PA
74. Groves, Gregory D.
75. Hammons of Arkansas LLC
76. Hammons of Colorado LLC
77. Hammons of Franklin LLC
78. Hammons of Frisco LLC
79. Hammons of Huntsville LLC
80. Hammons of Lincoln LLC
81. Hammons of New Mexico LLC
82. Hammons of Oklahoma City LLC
83. Hammons of Richardson LLC
84. Hammons of Sioux Falls LLC
85. Hammons of South Carolina LLC
86. Hammons of Tulsa LLC
87. Hawthorne Race Course Inc.
88. Hilton Hotels Corp.
89. Hilton Worldwide Inc.
90. Hilton Worldwide Inc. Global Benefits Administrative Committee
91. Hollywood Casino-Aurora Inc.
92. Hotel Ramada of Nevada LLC
93. Illinois Harness Horsemen's Association
94. Illinois Racing Board
95. Jerry's Nugget Inc.
96. John Q. Hammons Center LLC
97. John Q. Hammons Fall 2006 LLC
98. Johnston, John
99. JQH – Allen Development LLC
100. JQH – Concord Development LLC
101. JQH – East Peoria Development LLC
102. JQH – Ft. Smith Development LLC
103. JQH – Glendale, AZ Development LLC
104. JQH – Kansas City Development LLC
105. JQH – La Vista Conference Center Development LLC
106. JQH – La Vista CY Development LLC
107. JQH – La Vista III Development LLC
108. JQH – Murfreesboro Development LLC
109. JQH – Normal Development LLC
110. JQH – Norman Development LLC
111. JQH – Oklahoma City Bricktown Development LLC
112. JQH – Rogers Convention Center Development LLC
113. JQH – San Marcos Development LLC
114. Juno Property Group
115. Koskie, Nicholas
116. Lady Luck Biloxi Inc.
117. Lakeside Inn Inc.
118. Log Cabin Inc.
119. Lyxor/Avenue Opportunities Fund Ltd.
120. Managed Accounts Master Fund Services - Map10
121. Maryland Chemical Co.
122. Maywood Park Trotting Association Inc.
123. MeehanCombs Global Credit Opportunities Master Fund LP
124. Memphis Light Gas & Water
125. Mesquite Gaming LLC
126. MGM Resorts International
127. Moore-Edmonds, Sherry
128. MSE Investments Inc.
129. National Jockey Club
130. Nelson, Sheldon T.
131. New Castle Corp.
132. Oaktree FF Investment Fund LP – Class B
133. Oaktree Opportunities Fund VIII Delaware LP
134. Oaktree Opportunities Fund VIII B Delaware LP
135. Oaktree Value Opportunities Fund Holdings LP
136. OCM Opportunities Fund VII Delaware LP
137. OCM Opportunities Fund VII B Delaware LP
138. Offit Kurman PA
139. Palomino Fund Ltd.
140. Peppermill Hotel & Casinos Inc.
141. Peppermill Inc.

142. Ramparts Inc.
143. RBG LLC
144. Relative Value-Long/Short Debt Portfolio, a Series of Underlying Funds Trust
145. Revocable Trust of John Q. Hammons Dated December 28, 1989 As Amended & Restated, The
146. Rice, Merab
147. Richardson Hammons LP
148. Riverside Resort & Hotel Casino Inc.
149. SB 4 CF LLC
150. Sherrill, Ruth
151. Siegel, Larry
152. Sierra Development Co.
153. Smerling, Debra S.
154. Smerling, Sheila
155. Smith, Evan, Esq.
156. Sparks Nugget Inc.
157. Special Value Expansion Fund LLC
158. Special Value Opportunities Fund LLC
159. Station Casinos Inc.
160. Sunesis Trucking Co. Inc.
161. Tennenbaum Opportunities Partners V LP
162. Third Avenue Focused Credit Fund
163. Thoroughbred Fund LP
164. Thoroughbred Master Ltd.
165. Topaz Lodge Inc.
166. Trilogy Portfolio Co. LLC
167. Tropicana Entertainment Inc.
168. Tropicana Express Inc.
169. Tropicana Las Vegas Inc.
170. Venable LLP
171. Weil Gotshal & Manges LLP
172. Wells, Karen, as Massachusetts Gaming Commission Director of the Investigations and Enforcement Bureau
173. Wilmington Savings Fund Society FSB
174. Wimar Tahoe Corp.
175. Winners Hotel & Casino Inc.
176. Wiseman Bray PLLC
10. Ataman, Ozgun
11. Atlantic City Alliance Inc.
12. Austin General Contracting
13. Bally Gaming Inc.
14. Brand Interaction
15. C3 Pps Inc.
16. Cartus Corp.
17. Cass Information Systems Inc.
18. Chaotic Moon LLC
19. CHRIMS
20. Clark County (NV)
21. Connecticut General Life
22. Core Mark International
23. Cummins Allison Corp.
24. DCR Workforce
25. Dell Marketing LP
26. Deloitte & Touche LLP
27. Detroit Labs LLC
28. Discover the World
29. Doerle Food Services Inc.
30. Earl of Sandwich
31. Encore Event Technologies
32. Express Scripts Inc
33. Express Scripts Inc.
34. First Insurance Funding Corp.
35. FishNet Security Inc.
36. Freeman Decorating Co.
37. Full Service Systems Corp.
38. G&G Systems
39. Get Fresh
40. Global Cash Access
41. Google Inc.
42. Gravity Media LLC
43. Halifax Security Inc.
44. Halperns
45. Hardins Sysco Memphis
46. Hilton Hotels Corp.
47. Hornets Basketball LLC
48. Hospitality Network Inc.
49. House of Blues
50. Howard Rose Agency Ltd.
51. IBS Software Services
52. IGT
53. Insight (US)
54. Insight Direct USA Inc.
55. International Business Machine
56. International Business Machine (IBM)
57. Iowa Gaming Commission
58. Johnny Rockets
59. Kwong Yet Lung Co.

SCHEDULE 1(N)
Significant Unsecured Creditors

1. Aaron Group
2. AEG Live LLC
3. Aetna Life Insurance Co.
4. Agilysys NV
5. Agilysys NV LLC
6. AJ Brown Inc.
7. Alcoholic Beverage Control (MS)
8. Aon Consulting
9. Aristocrat Technologies Inc.

60. Law Debenture Trust Co. of New York
61. Link Technologies LLC
62. LLTQ Enterprises LLC
63. Maritz Inc. TA
64. Mavar Inc.
65. McKinsey & Co. Inc.
66. Microstrategy Services Corp.
67. Nobu Hospitality LLC
68. North Kansas City (MO)
69. North Kansas City, City of (MO)
70. NRT Technology Corp.
71. Object Systems Group Inc.
72. Pepsi Bottling Group
73. Pitney Bowes Inc.
74. Pricewaterhousecoopers LLP
75. Printer Inc., The
76. Quadrillion Technology Partners LLC
77. Quadrillion Technology Partners LLC
78. R.R. Donnelley Receivables Inc.
79. Ramsay, Gordon
80. Republic Airline Inc.
81. RR Donnelley
82. Schindler Elevator Corp.
83. Simon Group
84. Simplex Grinnell LP
85. Skymall Ventures Inc.
86. South Jersey Paper Products
87. Southern Wine & Spirits
88. Standard Textile Co. Inc.
89. Supreme Distributing Inc.
90. Teleperformance USA
91. Teradata Corp.
92. TN Ward Co.
93. UAW Local 2326 Health & Welfare Fund
94. US Foodservice
95. US Foodservice Las Vegas Division
96. Visa
97. WA Richardson Builders LLC
98. Willis of Alabama Inc.
99. Wirtz Beverage (Tahoe)
100. Wirtz Beverage Nevada
101. WMS Gaming Inc.
102. Yazoo-Mississippi Delta, Board of Levee
Commissioners for the
103. Zenith Media Services
3. 250 Huron LLC
4. 3535 LV Corp. (f/k/a Harrah's Imperial Palace)
5. 3535 LV Newco LLC
6. 3535 LV Parent, LLC
7. 3708 Las Vegas Boulevard LLC
8. AC Conference Holdco., LLC
9. AC Conference Newco., LLC
10. AJP Holdings, LLC
11. AJP Parent, LLC
12. Apollo Global Management LLC
13. Aster Insurance Ltd.
14. Atlantic City Country Club 1 LLC
15. Atlantic City Express Service, LLC
16. B I Gaming Corporation
17. Bally's Midwest Casino, Inc.
18. Bally's Park Place, Inc.
19. Bally's Las Vegas Manager, LLC
20. Bally's Olympia Limited Partnership
21. Baluma Cambio, S.A.
22. Baluma Holdings S.A.
23. Baluma Ltda.
24. Baluma S.A.
25. Benco, Inc.
26. Biloxi Hammond, LLC
27. Biloxi Village Walk Development, LLC
28. BL Development Corp.
29. Boardwalk Ltd.
30. Boardwalk Regency Corporation
31. BPP Providence Acquisition Company, LLC
32. Brussels Casino SA
33. Burlington Street Services Limited
34. CA Hospitality Holding Company, Ltd.
35. Caesars Acquisition Company
36. Caesars Air, LLC
37. Caesars Asia Limited
38. Caesars Bahamas Investment Corporation
39. Caesars Bahamas Management Corporation
40. Caesars Baltimore Acquisition Company, LLC
41. Caesars Baltimore Development Company, LLC
42. Caesars Baltimore Investment Company, LLC
43. Caesars Baltimore Management Company, LLC
44. Caesars Canada Marketing Services Corporation
45. Caesars Casino Castilla La Mancha S.A.
46. Caesars Enterprise Services, LLC
47. Caesars Entertainment (U.K.) Ltd.
48. Caesars Entertainment Akwesasne Consulting Corp.
49. Caesars Entertainment Canada Holding, Inc.
50. Caesars Entertainment Corporation (f/k/a Harrah's
Entertainment, Inc.)
51. Caesars Entertainment Development, LLC
52. Caesars Entertainment Finance Corp.

SCHEDULE 1(O)

Subsidiaries and Affiliates of the Debtors

1. 190 Flamingo, LLC
2. 2115-2121 Ontario Building, LLC

53. Caesars Entertainment Golf, Inc. Operating Escrow LLC)
54. Caesars Entertainment Operating Company, Inc. (f/k/a Harrah's Operating Company, Inc.)
55. Caesars Entertainment Resort Properties Finance, Inc.
56. Caesars Entertainment Resort Properties Holdco, LLC
57. Caesars Entertainment Resort Properties, LLC
58. Caesars Entertainment Retail, Inc.
59. Caesars Entertainment Windsor Limited (f/k/a Caesars Entertainment Windsor Holding, Inc.)
60. Caesars Escrow Corporation (f/k/a Harrah's Escrow Corporation)
61. Caesars Europe Development, LLC
62. Caesars Florida Acquisition Company, LLC
63. Caesars Global Living (Zhuhai) Limited
64. Caesars Golf Macau
65. Caesars Growth Bally's LV LLC
66. Caesars Growth Baltimore Fee, LLC
67. Caesars Growth Bonds, LLC
68. Caesars Growth Cromwell LLC
69. Caesars Growth Harrah's New Orleans, LLC
70. Caesars Growth Laundry LLC
71. Caesars Growth Partners, LLC
72. Caesars Growth PH Fee, LLC
73. Caesars Growth PH, LLC
74. Caesars Growth Properties Finance, Inc.
75. Caesars Growth Properties Holdings, LLC
76. Caesars Growth Properties Parent, LLC
77. Caesars Growth Quad LLC
78. Caesars Hotel Castilla La Mancha, S.L.
79. Caesars India Sponsor Company, LLC
80. Caesars Interactive Entertainment (Canada), Inc.
81. Caesars Interactive Entertainment (Hong Kong) Limited
82. Caesars Interactive Entertainment (UK), Ltd.
83. Caesars Interactive Entertainment Israel Ltd.
84. Caesars Interactive Entertainment New Jersey, LLC
85. Caesars Interactive Entertainment, Inc.
86. Caesars Korea Holding Company, LLC
87. Caesars License Company, LLC (f/k/a Harrah's License Company, LLC)
88. Caesars Linq, LLC
89. Caesars Marketing Services Corporation (f/k/a Harrah's Marketing Services Corporation)
90. Caesars Massachusetts Acquisition Company, LLC
91. Caesars Massachusetts Development Company, LLC
92. Caesars Massachusetts Investment Company, LLC
93. Caesars Massachusetts Management Company, LLC
94. Caesars New Jersey, Inc.
95. Caesars Octavius, LLC
96. Caesars Ohio Acquisition, LLC
97. Caesars Ohio Investment, LLC
98. Caesars Ontario Holding, Inc.
99. Caesars Operating Escrow LLC (f/k/a Harrah's
100. Caesars Palace Corporation
101. Caesars Palace Realty Corporation
102. Caesars Palace Sports Promotions, Inc.
103. Caesars Riverboat Casino, LLC
104. Caesars Spain Holdings Limited
105. Caesars Tournament, LLC
106. Caesars Trex, Inc.
107. Caesars United Kingdom, Inc.
108. Caesars World International Corporation PTE, Ltd.
109. Caesars World International Far East Limited
110. Caesars World Marketing Corporation
111. Caesars World Merchandising, Inc.
112. Caesars World, Inc.
113. California Clearing Corporation
114. Casanova Club Limited
115. Casino Computer Programming, Inc.
116. CBAC Borrower, LLC
117. CBAC Gaming, LLC
118. CBAC Holding Company, LLC
119. CCLV Holding Inc.
120. CEI-Sullivan County Development Company
121. CG Services, LLC
122. CGP 3708 Las Vegas Boulevard LLC
123. CH Management Company, Ltd.
124. Chester Downs and Marina LLC
125. Chester Downs Finance Corp.
126. Chester Facility Holding Company, LLC
127. Christian County Land Acquisition Company, LLC
128. CIE Growth, LLC
129. CIE RMG (UK) Ltd.
130. CIE RMG BEL
131. CIE SMG UK Ltd.
132. Cinderlane, Inc.
133. Click Wall, Ltd.
134. Conrad International Hotels Corporation-SA (Proprietary) Limited
135. Consolidated Supplies, Services and Systems
136. Corby Leisure Retail Development Limited
137. Corner Investment Company Newco, LLC
138. Corner Investment Company, LLC
139. Corner Investment Holdings, LLC
140. Corner Investment Propco, LLC
141. CR Baltimore Holdings, LLC
142. Creator Capital Limited
143. Cromwell Manager, LLC
144. Culembourg Metropole Casino (Pty) Limited
145. CZL Development Company, LLC
146. CZL Investment Company, LLC
147. CZL Management Company, LLC
148. Dagger Holdings Limited

149. DCH Exchange, LLC
150. DCH Lender, LLC
151. Delta One Holdings, LLC
152. Delta Two Holdings, LLC
153. Des Plaines Development Limited Partnership
154. Desert Palace, Inc.
155. Double Deuce Studios, LLC
156. Durante Holdings, LLC
157. East Beach Development Corporation
158. El Palacio Del Cesar en Mexico, S.A. de C.V.
159. Emerald Safari Resort (Pty) Limited
160. FHR Corporation
161. FHR Newco LLC
162. FHR Parent, LLC
163. Flamingo CERP Manager, LLC
164. Flamingo Las Vegas Operating Company, LLC
165. Flamingo-Laughlin Newco LLC
166. Flamingo-Laughlin Parent, LLC
167. Flamingo-Laughlin, Inc. (f/k/a Flamingo Hilton-Laughlin, Inc.)
168. GB Investor, LLC
169. GCA Acquisition Subsidiary, Inc.
170. GNOC, Corp.
171. Golden Nugget Club Limited
172. Grand Casinos of Biloxi, LLC
173. Grand Casinos of Mississippi, LLC—Gulfport
174. Grand Casinos, Inc.
175. Grand Media Buying, Inc.
176. HAC CERP Manager, LLC
177. Hamlet Holdings LLC
178. Harrah South Shore Corporation
179. Harrah's (Barbados) SRL
180. Harrah's Activity Limited
181. Harrah's Alabama Corporation
182. Harrah's Arizona Corporation
183. Harrah's Atlantic City Mezz 1, LLC
184. Harrah's Atlantic City Mezz 2, LLC
185. Harrah's Atlantic City Mezz 3, LLC
186. Harrah's Atlantic City Mezz 4, LLC
187. Harrah's Atlantic City Mezz 5, LLC
188. Harrah's Atlantic City Mezz 6, LLC
189. Harrah's Atlantic City Mezz 7, LLC
190. Harrah's Atlantic City Mezz 8, LLC
191. Harrah's Atlantic City Mezz 9, LLC
192. Harrah's Atlantic City Operating Company, LLC
193. Harrah's Atlantic City Propco, LLC
194. Harrah's BC, Inc.
195. Harrah's Bossier City Investment Company, L.L.C.
196. Harrah's Bossier City Management Company, LLC
197. Harrah's Chester Downs Investment Company, LLC
198. Harrah's Chester Downs Management Company, LLC
199. Harrah's Entertainment Limited
200. Harrah's Illinois Corporation
201. Harrah's Interactive Investment Company
202. Harrah's International C.V.
203. Harrah's International Holding Company, Inc.
204. Harrah's Investments, Inc. (f/k/a Harrah's Wheeling Corporation)
205. Harrah's Iowa Arena Management, LLC
206. Harrah's Kansas Casino Corporation
207. Harrah's Las Vegas, LLC
208. Harrah's Laughlin, LLC
209. Harrah's Management Company
210. Harrah's Maryland Heights LLC
211. Harrah's Maryland Heights Operating Company
212. Harrah's MH Project, LLC
213. Harrah's NC Casino Company, LLC
214. Harrah's New Orleans Management Company
215. Harrah's North Kansas City LLC (f/k/a Harrah's North Kansas City Corporation)
216. Harrah's Nova Scotia ULC
217. Harrah's Operating Company Memphis, LLC
218. Harrah's Pittsburgh Management Company
219. Harrah's Reno Holding Company, Inc.
220. Harrah's Shreveport Investment Company, LLC
221. Harrah's Shreveport Management Company, LLC
222. Harrah's Shreveport/Bossier City Holding Company, LLC
223. Harrah's Shreveport/Bossier City Investment Company, LLC
224. Harrah's Southwest Michigan Casino Corporation
225. Harrah's Sumner Investment Company, LLC
226. Harrah's Sumner Management Company, LLC
227. Harrah's Travel, Inc.
228. Harrah's Tunica Corporation
229. Harrah's Vicksburg Corporation
230. Harrah's West Warwick Gaming Company, LLC
231. Harveys BR Management Company, Inc.
232. Harveys C.C. Management Company, Inc.
233. Harveys Iowa Management Company, Inc.
234. Harveys Tahoe Management Company, Inc.
235. H-BAY, LLC
236. HBR Realty Company, Inc.
237. HCAL, LLC
238. HCR Services Company, Inc.
239. HEI Holding C.V.
240. HEI Holding Company One, Inc.
241. HEI Holding Company Two, Inc.
242. HET International 1 B.V.
243. HET International 2 B.V.
244. HHLV Management Company, LLC
245. HIE Holdings Topco, Inc.
246. HIE Holdings, Inc.

247. HLV CERP Manager, LLC
248. Hole in the Wall, LLC
249. Home Run Ukraine, LLC
250. Homerun Argentina SRL
251. Homerun Ciero SRL
252. Homerun, Ltd.
253. Horseshoe Cincinnati Management, LLC
254. Horseshoe Cleveland Management, LLC
255. Horseshoe Entertainment
256. Horseshoe Gaming Holding, LLC
257. Horseshoe GP, LLC
258. Horseshoe Hammond, LLC
259. Horseshoe Ohio Development, LLC
260. Horseshoe Shreveport, L.L.C.
261. HTM Holding, Inc.
262. Inter Casino Management (Egypt) Limited
263. Jazz Casino Company, L.L.C.
264. JCB Vegas Retail Lessee LLC
265. JCC Fulton Development, L.L.C.
266. JCC Holding Company II LLC
267. JCC Holding Company II Newco, LLC
268. Johnnic Casino Holdings Limited
269. Koval Holdings Company, LLC
270. Koval Investment Company, LLC
271. LAD Hotel Partners, LLC
272. Las Vegas Golf Management, LLC
273. Las Vegas Resort Development, Inc.
274. Laughlin CERP Manager, LLC
275. Laundry Newco LLC
276. Laundry Parent, LLC
277. LCI (Overseas) Investments Pty Ltd.
278. LCI plc
279. Lifeboat, Inc.
280. London Clubs (Europe) Limited
281. London Clubs (Overseas) Limited
282. London Clubs Brighton Limited
283. London Clubs Glasgow Limited
284. London Clubs Holdings Limited
285. London Clubs International Limited
286. London Clubs Leeds Limited
287. London Clubs Limited
288. London Clubs LSQ Limited
289. London Clubs Management Limited
290. London Clubs Manchester Limited
291. London Clubs Nottingham Limited
292. London Clubs Poker Room Limited
293. London Clubs South Africa Limited
294. London Clubs Southend Limited
295. London Clubs Trustee Limited
296. LVH Corporation
297. LVH Newco LLC
298. LVH Parent, LLC
299. Macau Orient Investment Limited
300. Martial Development Corp.
301. MP Flamingo, LLC
302. NAL Ohio Holdings, LLC
303. Nevada Marketing, LLC
304. New Gaming Capital Partnership
305. Ocean Showboat, Inc.
306. Octavius Linq Holding Co., LLC
307. Octavius/Linq Intermediate Holding, LLC
308. OCZ Holdings Pte. Ltd.
309. Ou Toi Investment Company Limited
310. Pacific Interactive UK, Ltd.
311. Parball Corporation
312. Parball Newco LLC
313. Parball Parent, LLC
314. Paris CERP Manager, LLC
315. Paris Las Vegas Operating Company, LLC
316. Park Place Entertainment Scotia Limited
317. Park Place Finance, ULC
318. PH Employees Newco LLC
319. PH Employees Parent LLC
320. PHW Investments, LLC
321. PHW Las Vegas, LLC
322. PHW Manager, LLC
323. PHWLTV, LLC
324. Playboy Club (London) Limited
325. Players Bluegrass Downs, Inc.
326. Players Development, Inc.
327. Players Holding, LLC
328. Players International, LLC
329. Players LC, LLC
330. Players Maryland Heights Nevada, LLC
331. Players Resources, Inc.
332. Players Riverboat II, LLC
333. Players Riverboat Management, LLC
334. Players Riverboat, LLC
335. Players Services, Inc.
336. Playtika Bel, LLC
337. Playtika Ukraine, LLC
338. Playtika, Ltd.
339. Project Wild Ltd.
340. R Casino Limited
341. R Club (London) Limited
342. Reno Crossroads LLC
343. Reno Projects, Inc.
344. RGFD, LLC
345. Rio CERP Manager, LLC
346. Rio Development Company, Inc.

347. Rio Properties, LLC
348. Rio Property Holding, LLC
349. Robinson Property Group Corp.
350. ROC Finance 1 Corp.
351. ROC Finance, LLC
352. Rock Gaming Cleveland Scranton Peninsula, LLC
353. Rock Ohio Caesars Chase, LLC
354. Rock Ohio Caesars Cincinnati, LLC
355. Rock Ohio Caesars Cleveland, LLC
356. Rock Ohio Caesars Gateway, LLC
357. Rock Ohio Caesars Hotel, LLC
358. Rock Ohio Caesars, LLC
359. Rock Parent, LLC
360. Roman Empire Development, LLC
361. Roman Entertainment Corporation of Indiana
362. Roman Holding Corporation of Indiana
363. Romulus Risk and Insurance Company, Inc.
364. Shanghai Golf Club, Ltd.
365. Shanghai Real Estate, Ltd.
366. Showboat Atlantic City Mezz 1, LLC
367. Showboat Atlantic City Mezz 2, LLC
368. Showboat Atlantic City Mezz 3, LLC
369. Showboat Atlantic City Mezz 4, LLC
370. Showboat Atlantic City Mezz 5, LLC
371. Showboat Atlantic City Mezz 6, LLC
372. Showboat Atlantic City Mezz 7, LLC
373. Showboat Atlantic City Mezz 8, LLC
374. Showboat Atlantic City Mezz 9, LLC
375. Showboat Atlantic City Operating Company, LLC
376. Showboat Atlantic City Propco, LLC
377. Showboat Holding, Inc.
378. Showboat Nova Scotia ULC
379. SMG Homerun UK Ltd.
380. SMG Viking UK Ltd.
381. Southern Illinois Riverboat/Casino Cruises, Inc.
382. Sterling Suffolk Racecourse, LLC
383. Tahoe Garage Propco, LLC
384. Tele/Info, Inc.
385. The Caesars Foundation
386. The Quad Manager, LLC
387. The Sportsman Club Limited
388. Thistledown Management, LLC
389. Thistledown Racetrack, LLC
390. TPG Capital
391. TRB Flamingo, LLC
392. Trigger Real Estate Corporation
393. TSP Owner, LLC
394. Tunica Partners LP
395. Tunica Roadhouse Corporation (f/k/a Sheraton Tunica Corporation)
396. Turfway Park, LLC

397. Twain Avenue, Inc.
398. VFC Development Corporation
399. Village Walk Construction, LLC
400. VLO Development Corporation
401. Wildcard (Canada), Inc.
402. Windsor Casino Limited
403. Winnick Holdings, LLC
404. Winnick Parent, LLC
405. Woodbury Casino LLC
406. Woodbury Manager, LLC

SCHEDULE 1(P)
Surety Bonds

1. Fidelity & Deposit Co. of Maryland
2. Lexon Insurance Co.
3. Liberty Mutual Insurance Co.
4. Ohio Casualty Insurance Co., The
5. Safeco Insurance Co. of America
6. Travelers Casualty & Surety Co. of America

SCHEDULE 1(Q)
Taxing Authorities

1. Atlantic City, City of (NJ)
2. Biloxi Health Department (MS)
3. Biloxi, City of (MS)
4. Boone County (KY)
5. Bossier City, City of (LA)
6. Bossier Parish (LA)
7. Bossier Parish Police Jury (LA)
8. Bossier Parish School Board (LA)
9. Bossier Parish Sheriff's Office (LA)
10. Boulder City, City of (NV)
11. Caddo Parish Sheriff's Office (LA)
12. Caddo/Bossier Association of Retarded Citizens
13. California, State of
14. Canada Revenue Agency
15. Chester, City of (PA)
16. Clark County Treasurer (NV)
17. Clay County Collector (MO)
18. Connecticut, State of
19. Council Bluffs, City of (IA)
20. Delaware County (PA)
21. Delaware, State of
22. Douglas County (NV)
23. Federal Communications Commission
24. Floyd County Horseshoe Foundation
25. Floyd County Treasurer (IN)
26. Georgia, State of
27. HA Berkheimer (school)

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| 28. Hammond Port Authority (IN) | 78. New York, City of (NY) |
| 29. Hammond, City of (IN) | 79. North Carolina, State of |
| 30. Harrison County (IN) | 80. North Kansas City, City of (MO) |
| 31. Harrison County Foundation (IN) | 81. Ontario Gaming Commission |
| 32. Harrison County Tax Collector (MS) | 82. Paducah, City of (KY) |
| 33. Henderson Fire Department, City of (NV) | 83. Pennsylvania Commonwealth Bureau of Business
Trust Fund Taxes |
| 34. Henderson, City of (NV) | 84. Pottawattamie County (IA) |
| 35. Illinois Gaming Board | 85. Reno, City of (NV) |
| 36. Illinois Liquor Control Commission | 86. Rhode Island, State of |
| 37. Illinois Secretary of State | 87. Southern Nevada Health District |
| 38. Illinois, State of | 88. Tennessee, State of |
| 39. Indiana Alcohol & Tobacco Control Commission | 89. Tunica County Tax Collector (MS) |
| 40. Indiana Department of Environmental Management | 90. United States Coast Guard |
| 41. Indiana Department of Revenue | 91. United States Department of Treasury |
| 42. Indiana Gaming Commission | 92. Washoe County Health Department (NV) |
| 43. Indiana, State of | 93. Washoe County Treasurer (NV) |
| 44. Internal Revenue Service | 94. West Virginia, State of |
| 45. Iowa West Racing Association | 95. Whittington, Julian C. as Bossier Sheriff Tax
Collector (LA) |
| 46. Iowa, State of | 96. Will County Health Department (IL) |
| 47. Joliet, City of (IL) | 97. Will County Treasurer (IL) |
| 48. Kentucky, Commonwealth of | |
| 49. Lake County Treasurer (IN) | |
| 50. Louisiana Board of Massage Therapy | |
| 51. Louisiana Department of Agriculture & Forestry | |
| 52. Louisiana Department of Fire Marshall | |
| 53. Louisiana Department of Motor Vehicles | |
| 54. Louisiana Horsemen's Benevolent & Protective
Association | |
| 55. Louisiana Quarter Horse Association | |
| 56. Louisiana State Police Riverboat | |
| 57. Louisiana State Racing Commission | |
| 58. Louisiana Thoroughbred Breeders Association | |
| 59. Louisiana, State of | |
| 60. Madison Parish (LA) | |
| 61. Maryland State Department of Assessments | |
| 62. Maryland State Lottery & Gaming Control Agency | |
| 63. Massac County (IL) | |
| 64. McCracken County (KY) | |
| 65. Metropolis, City of (IL) | |
| 66. Mississippi Department of Revenue | |
| 67. Mississippi, State of | |
| 68. Missouri Department of Health | |
| 69. Missouri Department of Revenue | |
| 70. Missouri Gaming Commission | |
| 71. Missouri, State of | |
| 72. Nevada Department of Motor Vehicles | |
| 73. Nevada Gaming Control Board | |
| 74. Nevada State Gaming Commission | |
| 75. Nevada, State of | |
| 76. New Albany, City of (IN) | |
| 77. New Jersey, State of | |

SCHEDULE 1(R)

Unions

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|--|
| 1. Bartenders Union Local 165 |
| 2. Carpenters Local 1780 |
| 3. Carpenters Local 255 |
| 4. Carpenters Local 623 |
| 5. Chester Casino & Racetrack Workers Union Council |
| 6. Culinary Workers Union Local 226 |
| 7. IATSE Local 720 |
| 8. IBEW Local 130 |
| 9. IBEW Local 357 |
| 10. International Association of EMTs and Paramedics
(IAEP) |
| 11. International Brotherhood of Electrical Workers
(IBEW) Local Union 98 |
| 12. International Brotherhood of Teamsters (IBT) |
| 13. International Union of Operating Engineers Local 406 |
| 14. International Union United Automobile Aerospace
and Agricultural Implement Workers of America
(UAW) |
| 15. International Union United Automobile Aerospace
and Agricultural Implement Workers of America
(UAW) - Dealers |
| 16. International Union United Automobile Aerospace
and Agricultural Implement Workers of America
(UAW) - Slot Technicians |
| 17. IUPAT District Council 80 Local 1244 |
| 18. IUPAT/Painters Local 159 |
| 19. LA Carpenters Regional Council |
| 20. LA Carpenters Regional Council Fringe Benefit |

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| Funds | 5. Beckerman, Steven |
| 21. Laborers' International Union of North America (LIUNA) Local 413 | 6. Black, Bruce W., Hon. |
| 22. Laborers International Union of North America Local 689 | 7. Brasier, Patricia |
| 23. Metropolitan Regional Council of Carpenters | 8. Burne, Joanne W. |
| 24. Mississippi Casino Workers Union Council | 9. Burton, Shenitha |
| 25. Musicians Union of Las Vegas, Local 369 | 10. Cahow, Caitlin |
| 26. Operating Engineers Local 37 | 11. Cassling, Donald R., Hon. |
| 27. Operating Engineers Local 399 | 12. Castaneda, Peter |
| 28. Operating Engineers Local 501 | 13. Castellano, Nancy |
| 29. Operating Engineers Local 624 | 14. Clay, Dorothy |
| 30. Operating Engineers-Maintenance Local 68 | 15. Cox, Jacqueline P., Hon. |
| 31. Operating Engineers-Maintenance Local 68/68A/68B | 16. Dein, Naomi Kogan |
| 32. Painters Local 277 | 17. Delaurent, Denise Ann |
| 33. Painters Local 711 | 18. Devine, Tina |
| 34. Plumbers & Steamfitters Union Local 60 | 19. Doyle, Carol A., Hon. |
| 35. Service Employees International Union (SEIU), Chicago and Midwest Regional Joint Board | 20. Engel, Michelle M. |
| 36. Service Employees International Union (SEIU), Chicago Joint Board | 21. Freeland, Patti |
| 37. Southern Indiana Riverboat Council | 22. Gage, Brendan |
| 38. Teamsters Local 312 | 23. George-Booker, Sandra |
| 39. Teamsters Local 331 | 24. Gleason, Kathryn M. |
| 40. Teamsters Local 331 - Slot Attendants | 25. Goldgar, A. Benjamin, Hon. |
| 41. Teamsters Local 331 - Warehouse Food & Beverage Storeroom Attendants | 26. Green, Josephine |
| 42. Teamsters Local 331A | 27. Gucwa, David |
| 43. Teamsters Local 355 | 28. Gulden, Cameron |
| 44. Teamsters Local 436 - Parking | 29. Hardison, John |
| 45. Teamsters Local 89 | 30. Hargrove, Lauren |
| 46. Teamsters Local 891 | 31. Harvalis, Constantine |
| 47. Teamsters Local 986 | 32. Hearn, Julie |
| 48. Transport Workers Union 721 | 33. Hillman, Pamela |
| 49. UAW Region 2-B | 34. Hollis, Pamela S., Hon. |
| 50. Unite Here | 35. Jones, Benita |
| 51. Unite Here Local 10 | 36. Kaplan, Maria |
| 52. Unite Here Local 2262 | 37. Koroleva, Lana |
| 53. Unite Here Local 54 | 38. Krawczyk, Kim |
| 54. Unite Here Local 7 | 39. Kuczynski, Mimi |
| 55. Unite Here Local 89 | 40. Layng, Patrick S. |
| 56. United Automobile Workers | 41. Liu, James |
| 57. United Steelworkers (USW) | 42. Lynch, Thomas M., Hon. |
| | 43. Manikowski, Keith E. |
| | 44. Marshall, Jacob |
| | 45. Mccabe, Laura |
| | 46. McClendon, Annette |
| | 47. Mierzwa, Rita |
| | 48. Montano, Linda |
| | 49. Nelson, Jeremiah |
| | 50. O'Kelly, Kathryn |
| | 51. Parker, Patricia A. |
| | 52. Pistorius, Susan M. |
| | 53. Schmetterer, Jack B., Hon. |
| | 54. Silver, M. Gretchen |

SCHEDULE 1(S)
United States Trustee, Judges, and
Court Contacts for the
Northern District of Illinois (and key staff members)

- | | |
|-----------------------------|-------------------------|
| 1. Bacher, Kimberly | 54. Silver, M. Gretchen |
| 2. Baer, Janet S., Hon. | |
| 3. Barnes, Timothy A., Hon. | |
| 4. Barry, Mary Wilson | |

55. Silverstein, Debbie
56. Sinha, Devvrat
57. Smith, Deborah
58. Snell, Jeffrey
59. Sojka, Amy
60. Stallings, Mary
61. Stallworth, Sylvia
62. Stockl, Matthew
63. Sukley, Roman L.
64. Thornton, Thomas
65. Toth, Jennifer
66. Wachtel, Kathleen
67. Wakefield, Robert J.
68. Warner, Connie Jean
69. Washington, Shaun
70. Watson, Anthony
71. Wax, Erica
72. Wedoff, Eugene R., Hon.
73. Winston, Shurray
74. Wolfe, Stephen G.
75. Yapan, Marie
27. Big Bend Water District (NV)
28. Biloxi, City of (MS)
29. Birch Telecom
30. Black Hills Energy
31. Blossman Gas
32. Blossman Gas D'Iberville
33. Bossier City Utilities Department (LA)
34. Boulder City Disposal Inc.
35. Boulder City, City of (NV)
36. Capitol Waste Inc.
37. Cass Information Systems
38. Centerpoint Energy
39. Centerpoint Energy Arkla
40. Centerpoint Energy Services Inc.
41. Central Hudson Gas & Electric Co.
42. Central Telephone Co. of NV
43. CenturyLink
44. CenturyLink Long Distance
45. Charter Communications
46. Chester Water Authority (PA)
47. Clark County Water Reclamation District (NV)
48. Cleveland Division of Water, City of (OH)
49. Cleveland Public Power (OH)
50. ComEd
51. Conectiv Thermal Systems Inc.
52. Constellation Newenergy Gas Division LLC
53. Continuum Retail Energy Services LLC
54. Council Bluffs Water Works (IA)
55. Cox Communications
56. Deffenbaugh Disposal Service
57. Delcora
58. Delta Sanitation
59. Direct Energy Business
60. District Energy Windsor
61. Dominion East Ohio
62. Douglas Disposal Inc.
63. Duke Energy
64. Duke Energy Ohio
65. Edco Disposal Corp.
66. Edgewood Water Co.
67. Egg Harbor Township Municipal Utilities (NJ)
68. Elizabeth, Town of (IN)
69. Enable Gas Transmission LLC
70. Energy Advantage
71. Entergy Louisiana Inc.
72. Entergy Mississippi Inc.
73. Entergy New Orleans
74. EnWin Utilities Ltd.
75. Ferrellgas
76. Ferrellgas-Denver

SCHEDULE 1(T)
Utilities

1. Advanced Enviro Systems
2. AEP
3. AEP-Public Service Co. of OK
4. Ak-Chin Energy Services
5. Allied Waste Services Inc.
6. Amerigas
7. Amerigas - Pasadena
8. AT&T
9. AT&T Canada
10. AT&T Data
11. AT&T Midwest
12. AT&T Opus
13. AT&T Southeast
14. AT&T Southwest
15. AT&T U-Verse
16. AT&T West
17. AT&T Wireless
18. Atlantic City Electric (NJ)
19. Atlantic City Municipal Utilities Authority (NJ)
20. Atlantic City Sewerage Co.
21. Atmos Energy
22. Avaya
23. B&L Disposal Co.
24. Baltimore Metered Water, City of
25. Baltimore, City of (MD)
26. BGE - Baltimore Gas & Electric

77. Fibertech
78. Frontier
79. Global Crossing
80. Greater Cincinnati Water Works (OH)
81. Gulfport, City of (MS)
82. Hammond Water Works Department (IN)
83. Harrison REMC
84. Henderson Utilities Services, City of (NV)
85. Higbee Mothership LLC
86. IGI Resources Inc.
87. Illuminating Co., The
88. Independent Electric System Operator
89. Indiana Utilities Corp.
90. Industrial Disposal Co.
91. Jacobi Oil Service Inc.
92. Joliet, City of (IL)
93. Kansas City Power & Light Co. (MO)
94. Kansas City Water Services
95. Kingsbury General Improvement District (NV)
96. KTM Energy Consulting Services
97. Las Vegas Valley Water District (NV)
98. Level 3 Communications
99. Liberty Utilities Midstates (IL)
100. Martin Energy Services LLC
101. Metropolis, City of (IL)
102. MetTel
103. MFA Oil
104. MidAmerican Energy Co.
105. Mississippi Power
106. Missouri Gas Energy (MGE)
107. Monroe Hauling
108. New Jersey American Water Co.
109. Nicor Gas Transportation
110. NIPSCO - Northern Indiana Public Service Co.
111. North Kansas City Utilities (MO)
112. North Las Vegas Finance Department, City of (NV)
113. Northeast Ohio Regional Sewer District
114. Northwest Pipeline Corp.
115. Northwind Aladdin LLC
116. NV Energy
117. O'Nealgas
118. Orange & Rockland Utilities (O&R)
119. Paducah Power System
120. Paducah Water Works (KY)
121. Paiute Pipeline
122. Paulson Oil Co.
123. PECO
124. PPL EnergyPlus LLC
125. Reno Disposal Co.
126. Reno, City of (NV)
127. Renu Oil
128. Republic Service Nasse
129. Republic Services
130. Republic Services Inc.
131. Republic Services National Accounts
132. RiteWay Oil & Gas Co. Inc.
133. Rumpke of Ohio
134. Sacramento Municipal Utility District (CA)
135. San Diego Gas & Electric
136. Scana Energy
137. Sewerage & Water Board of New Orleans
138. Shell Energy
139. Shell Energy North America US
140. Shell Energy North America(US) LP (Gas)
141. Sierra Pacific Power Co.
142. South Harrison Water
143. South Jersey Energy Co.
144. South Jersey Gas Co.
145. South Tahoe Public Utility District
146. South Tahoe Refuse Co. Inc.
147. Southern California Edison
148. Southwest Gas Corp.
149. Southwestern Electric Power
150. Spok Inc.
151. Sprint Long Distance
152. Sprint Wireless
153. Stand Energy Corp.
154. Suburban Propane
155. Suddenlink
156. Tahoe Basin Container Service Inc.
157. Truckee Meadows Water Authority (NV)
158. Trucom Fiber & Wireless
159. Tunica County Utility District (MS)
160. Tuscarora Gas Transmission Co.
161. TW Telecom
162. Union Gas
163. Utility Telephone
164. Verizon Business
165. Verizon East
166. Verizon West
167. Verizon Wireless
168. Voyager Fleet Systems
169. Walnut Bayou Water Association Inc.
170. Waste Management
171. Waste Management - Lombard (IL)
172. Waste Management - Louisville (KY)
173. Waste Management Inc.
174. Waste Management of Louisiana
175. Waste Management of Maryland Inc.
176. Waste Management of Nevada

- 177. Waste Management of New Jersey Inc.
- 178. Windstream
- 179. XO Communication
- 180. Zayo Managed Services

Exhibit 2 to the Declaration

Millstein Clients / Business Relationships

Exhibit 2 to the Declaration
Millstein Clients / Business Relationships

Name of Entity ¹	Category with Respect to Party in Interest	Description of Relationship and Status ²
Akin Gump Strauss Hauer & Feld LLP ³	Professionals	Former Client
American International Group Inc. (AIG)	Insurers	Former Client
Angelo Gordon & Co. LP	Bondholders and Lenders	Current Client
Apollo Global Management LLC ⁴	Bondholders and Lenders	Current Client
Benefit Street Partners LLC	Bondholders and Lenders	Current Client
Centerbridge Partners LP	Bondholders and Lenders	Current Client
Credit Suisse Securities (USA) LLC	Bondholders and Lenders & Counterparties to Significant Leases and Executory Contracts	Current Client
CSS LLC	Bondholders and Lenders	Current Client
Deloitte & Touche LLP	Counterparties to Significant Leases and Executory Contracts & Significant Unsecured Creditors	Former Client
Fidelity Management & Research Co.	Bondholders and Lenders	Former Client
Fortress Credit Opportunities I LP	Bondholders and Lenders	Current Client
Franklin Advisers Inc.	Bondholders and Lenders	Current Client

¹ Certain affiliates of these entities are also identified in Exhibit 1. We have generally only included the entity with which Millstein has a relationship.

² The term “Current Client” means a client for whom we are still providing services as of the Petition Date. The term “Former Client” means a client for whom we have provided services during the 36 months preceding the Petition Date. Certain of the entities identified herein are members of ad hoc groups of creditors represented by counsels who have engaged Millstein, or are ultimate clients to whom Millstein is providing services as a subcontractor.

³ Akin Gump Strauss Hauer & Feld LLP (“Akin”) had in the past retained Millstein to assist Akin in its representation of a client who is not a Party in Interest.

⁴ As disclosed in the Millstein Declaration, an affiliate of Apollo Global Management LLC is a member of an ad hoc group of creditors represented by counsel who has engaged Millstein.

Name of Entity ¹	Category with Respect to Party in Interest	Description of Relationship and Status ²
Franklin Mutual Advisers LLC	Bondholders and Lenders	Current Client
GoldenTree Asset Management	Bondholders and Lenders	Current Client
Internal Revenue Service	Taxing Authorities	Current Client
King Street Capital Management, L.P.	Bondholders and Lenders	Current Client
KLS Diversified Asset Management LP	Bondholders and Lenders	Current Client
M J Whitman Management LLC ⁵	Bondholders and Lenders	See “Third Avenue Management LLC”
Natixis	Bondholders and Lenders	Former Client
Oaktree Capital Management LP	Bondholders and Lenders	Current Client
OZ Management LLC	Bondholders and Lenders	Current Client
Paul, Weiss, Rifkin, Wharton & Garrison, LLP ⁶	Professionals	Current Client
Paulson Recovery Master Ltd. ⁷	Equity Holders	Current Client
Pricewaterhousecoopers LLP	Counterparties to Significant Leases and Executory Contracts & Significant Unsecured Creditors	Current Client
Third Avenue Management LLC	Bondholders and Lenders	Current Equity Holder of Millstein & Co., L.P.
International Union United Automobile Aerospace and Agricultural Implement Workers of America (UAW)	Unions	Current Client
UBS Securities LLC	Bondholders and Lenders	Former Client
Whitebox Advisors LLC	Bondholders and Lenders	Current Client

⁵ MJ Whitman is an affiliate of Third Avenue Management LLC.

⁶ As disclosed in the Millstein Declaration, Paul, Weiss, Rifkin, Wharton & Garrison, LLP (“Paul Weiss”) has retained Millstein to assist Paul Weiss in its representation of an ad hoc group of creditors, the members of which are listed in this **Exhibit 2**.

⁷ As disclosed in the Millstein Declaration, an affiliate of Paulson Recovery Master Ltd. is a member of an ad hoc group of creditors represented by counsel who has engaged Millstein.

Name of Entity¹	Category with Respect to Party in Interest	Description of Relationship and Status²
Professionals		
Seward & Kissel LLP	Professionals	Current Counsel to Millstein
Sullivan & Cromwell LLP	Professionals	Current Counsel to Millstein