

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

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In re:	)	
	)	Chapter 11
	)	
CAESARS ENTERTAINMENT OPERATING	)	Case No. 15-01145 (ABG)
COMPANY, INC., <u>et al.</u> , <sup>1</sup>	)	
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	Re: Docket Nos. 8, 59, 440, 443, 468, 481
	)	

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**NOTICE OF FILING OF AGREED FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE USING THEIR CASH MANAGEMENT SYSTEM, (B) MAINTAIN THEIR EXISTING BANK ACCOUNTS AND BUSINESS FORMS, AND (C) CONTINUE INTERCOMPANY TRANSACTIONS, AND (II) GRANTING RELATED RELIEF**

**PLEASE TAKE NOTICE** that on January 15, 2015, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue Using Their Cash Management System, (B) Maintain Their Existing Bank Accounts and Business Forms, and (C) Continue Intercompany Transactions, and (II) Granting Related Relief* [Docket No. 8] (the “Cash Management Motion”) with the United States Bankruptcy Court for the Northern District of Illinois (the “Court”).

**PLEASE TAKE FURTHER NOTICE** that on January 15, 2015, the Court entered the *Interim Order (I) Authorizing the Debtors to (A) Continue Using Their Cash Management System, (B) Maintain Their Existing Bank Accounts and Business Forms, and (C) Continue Intercompany Transactions, and (II) Granting Related Relief* [Docket No. 59] (the “Interim Cash Management Order”).

**PLEASE TAKE FURTHER NOTICE** that the Debtors hereby file a revised *Agreed Final Order (I) Authorizing the Debtors to (A) Continue Using Their Cash Management System, (B) Maintain Their Existing Bank Accounts and Business Forms, and (C) Continue*

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<sup>1</sup> 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>.

*Intercompany Transactions, and (II) Granting Related Relief* (the “Agreed Final Cash Management Order”), attached hereto as **Exhibit A**.

**PLEASE TAKE FURTHER NOTICE** that attached hereto as **Exhibit B** is a redline of the Agreed Final Cash Management Order reflecting cumulative changes from the proposed form of final order attached to the Cash Management Motion.

**PLEASE TAKE FURTHER NOTICE** that, as a result of extensive negotiations among all relevant parties, the Agreed Final Cash Management Order resolves all formal and informal objections the Debtors have received to the Cash Management Motion. The Agreed Final Cash Management Order resolves the objections of the official committee of second priority noteholders (the “Second Lien Committee”) [Docket No. 440], the statutory unsecured claimholders committee (the “UCC”) [Docket No. 443], the ad hoc committee of first lien bank lenders (the “First Lien Bank Group”) [Docket No. 468], and Wilmington Trust, National Association as successor indenture trustee for the 10.75% senior unsecured notes (the “10.75 Notes Trustee”) [Docket No. 481]. The Agreed Bar Date Order is consented to by the Debtors, the Office of the United States Trustee, the First Lien Bank Group, the ad hoc committee of first lien noteholders, the Second Lien Committee, the UCC, and the 10.75% Notes Trustee.

**PLEASE TAKE FURTHER NOTICE** that the Debtors will appear on **March 25, 2015, at 1:30 p.m. (prevailing Central Time)** or as soon thereafter as counsel may be heard, before the Honorable A. Benjamin Goldgar or any other judge who may be sitting in his place and stead, in Courtroom 2525 in the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, to present the Cash Management Motion to the Court and request entry of the Agreed Final Cash Management Order on or before that date and time, as such order may be modified prior to or at such hearing.

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

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Dated: March 24, 2015  
Chicago, Illinois

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

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James H.M. Sprayregen, P.C.

David R. Seligman, P.C.

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*Proposed Counsel to the Debtors  
and Debtors in Possession*

**EXHIBIT A**

**Agreed Final Cash Management Order**

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

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In re:	)	
	)	Chapter 11
	)	
CAESARS ENTERTAINMENT OPERATING COMPANY, INC., <u>et al.</u> , <sup>1</sup>	)	Case No. 15-01145 (ABG)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	<b>Re: Docket No. 8, 59, 440, 443, 468, 481</b>

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**AGREED FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE  
USING THEIR CASH MANAGEMENT SYSTEM, (B) MAINTAIN THEIR  
EXISTING BANK ACCOUNTS AND BUSINESS FORMS, AND (C) CONTINUE  
INTERCOMPANY TRANSACTIONS, AND (II) GRANTING RELATED RELIEF**

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Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of a final order (this “Final Order”), (I) authorizing the Debtors to (a) continue to operate their Cash Management Systems, (b) honor certain prepetition obligations related thereto, (c) maintain existing business forms, and (d) continue to perform Intercompany Transactions consistent with historical practice, and (II) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and after due deliberation, it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to (a) continue operating the Cash Management System, substantially as identified on **Exhibit 1** attached hereto and as described in

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<sup>1</sup> 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>.

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

the Motion, (b) honor their prepetition obligations related thereto, (c) maintain existing business forms, and (d) continue conducting ordinary course Intercompany Transactions.

3. The Debtors are further authorized, but not directed, to (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on Exhibit 2 attached hereto, (b) use, in their present form, all correspondence and business forms (including, without limitation, letterhead, purchase orders, and invoices), as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date, without reference to the Debtors' status as debtors in possession, (c) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession, (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits, (e) pay the Prepetition Bank Fees, in addition to any other Bank Fees for prepetition transactions that are charged postpetition, (f) reimburse the Banks for any claims arising before or after the Petition Date in connection with customer checks deposited with the Banks that have been dishonored or returned as a result of insufficient funds in their Bank Accounts, and (g) pay any ordinary course Bank Fees incurred in connection with the Bank Accounts and related cash management and treasury services, and to otherwise perform their obligations under the documents and agreements governing the Bank Accounts and related cash management and treasury services, including, without limitation, any zero/controlled balance agreements, treasury services or cash management agreements, and balance hold or "peg" balance agreements.

4. The Debtors are authorized to continue to use the P-Cards in the ordinary course of business on a postpetition basis, to incur indebtedness under the P-Card agreement on a secured basis, and to pay any amounts incurred in connection with the P-Cards, whether such

amounts arose prepetition or postpetition. Payment and performance of all obligations owing on account of the P-Cards and the P-Card agreement will continue to be secured by duly perfected first priority prepetition liens of Wells Fargo Bank, N.A. The P-Cards are issued by Wells Fargo Bank, N.A. and are supported by a \$7.5 million cash collateral deposit in account ending 9832 at Wells Fargo Bank, N.A.

5. The Banks are authorized without the need for further order of this Court to: (a) continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession and provide related treasury and cash management services as described in paragraph 3 above, without interruption and in the ordinary course; (b) receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, ACH transfers, credit card payments, other electronic transfers, or other items presented, issued, or drawn on the Bank Accounts (collectively, the “Disbursements”); and (c) debit or charge back the Bank Accounts for all undisputed prepetition and postpetition Bank Fees, unreimbursed coin and currency orders provided by the Banks from their cash vaults, banking centers, or automated business centers; provided, however, that no Disbursements (excluding any electronic fund transfers that the Banks are obligated to settle) presented, issued, or drawn on the Bank Accounts prior to the Petition Date will be honored, unless (i) authorized by order of this Court, (ii) not otherwise prohibited by a “stop payment” request received by the Banks from the Debtors, and (iii) supported by sufficient available funds in the Bank Account in question.

6. The Debtors’ credit card processors are authorized to process payments in the ordinary course of business, including the netting out of any fees and/or chargebacks whether arising before or after the Petition Date.

7. In the course of providing cash management services to the Debtors, each of the Banks at which the Bank Accounts are maintained is authorized, without further order of this Court, to deduct the applicable fees from the appropriate accounts of the Debtors, and further, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, to the same extent the Debtors were responsible for such items prior to the Petition Date, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

8. Any payment that is authorized by the Debtors and paid from a Bank Account by a Bank before the Petition Date (including any ACH Payment such Bank is or becomes obligated to settle), any instruments issued by such Bank on behalf of any Debtor pursuant to a “midnight deadline” or otherwise, or any reimbursement or charge back for any coin and currency orders provided by the Banks from their cash vaults, banking centers, or automated business centers prior to the Petition Date, will be deemed to be paid prepetition, whether or not actually debited from the Bank Account prepetition.

9. Subject to the terms set forth herein, the Banks are authorized to accept, honor and rely upon all representations of the Debtors with respect to whether any Disbursement should be honored pursuant to any order of this Court, whether or not such Disbursements are dated prior to, on, or subsequent to the Petition Date, and whether or not the Banks believe the payment is authorized by an order of this Court. No Bank will be deemed in violation of this Final Order or any other order or have any liability to any party for honoring any Disbursement



either (a) at the direction of the Debtors, (b) in the good faith belief that the Court has authorized such Disbursement to be honored, or (c) as a result of an innocent mistake.

10. Any Banks are further authorized to (a) honor the Debtors' directions with respect to the opening and closing of any Bank Account and (b) accept and hold the Debtors' funds in accordance with the Debtors' instructions; provided, however, that the Banks will not have any liability to any party for relying on such representations.

11. For U.S. Banks at which the Debtors hold Bank Accounts that are not party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors will use their good-faith efforts to cause the U.S. Banks to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee within 60 days of the date of the Interim Order. The U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned U.S. Banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.

12. For foreign Banks at which the Debtors hold Bank Accounts that are not party to a Uniform Depository Agreement with the U.S. Trustee, all as more fully described in the Motion, the requirement that any such foreign Bank execute a Uniform Depository Agreement is hereby waived.

13. The Debtors are authorized to open any new bank accounts or close any existing Bank Accounts in the ordinary course of business; provided, however, that the Debtors will (a) give notice within fourteen days of any new Bank Accounts to: (i) the U.S. Trustee; (ii) counsel to the Statutory Unsecured Claimholders' Committee (the "UCC"); (iii) counsel to any other statutory committee appointed in these chapter 11 cases; (iv) counsel for Wilmington Trust, National Association, as Successor Indenture Trustee (the "10.75% Notes Trustee") for

the 10.75% Senior Unsecured Notes issued by CEOC, and guaranteed by certain wholly-owned domestic subsidiaries of CEOC, under that certain indenture dated February 1, 2008; and (v) the First Lien Professionals,<sup>3</sup> and (b) upon request of any of the above-referenced parties, provide a list of all Bank Accounts (new and existing), debtor in possession bank accounts, and investment accounts (if any); provided further, however, that the Debtors will open any such new bank account at a bank that has executed a Uniform Depository Agreement with the U.S. Trustee, or at such bank that is willing to immediately execute such an agreement.

14. The requirement to establish separate accounts for cash collateral and/or tax payments is hereby waived, without prejudice to any and all rights and remedies of the First Lien Bank Lenders and First Lien Noteholders.

15. Subject to the limitations set forth herein, the Debtors are authorized to continue, on a postpetition basis only, all Intercompany Transactions arising from or related to the operation of their business in the ordinary course; provided, however, that for the avoidance of doubt, the Debtors will not be authorized by this Final Order to (a) directly or indirectly, make any distribution on account of an equity interest in the Debtors held by such non-Debtor affiliate or its beneficial owner; and (b) undertake any Intercompany Transaction that is not on the same terms as, or materially consistent with, the Debtors' operation of the business in the ordinary course during the prepetition period; provided further, that such authorization shall be subject to the notice and reporting requirements set forth in paragraphs 17, 18, 19, and 20 of this Final Order. All postpetition payments from a Debtor to another Debtor or to any non-Debtor affiliates under any postpetition Intercompany Transactions authorized hereunder are hereby

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<sup>3</sup> “First Lien Professionals” means the professional advisors to the Ad Hoc Committee of First Lien Noteholders and the Ad Hoc Committee of First Lien Bank Lenders, each as identified in the Bankruptcy Rule 2019 statements filed in these cases at Docket Nos. 474 and 479, respectively, and as may be reconstituted from time to time.

accorded administrative expense status under section 503(b) of the Bankruptcy Code; provided, however, notwithstanding anything herein to the contrary, any postpetition Intercompany Claims held by a direct or indirect subsidiary of CEOC that is also a Debtor in these chapter 11 cases (each, a "Subsidiary Debtor") against CEOC that arise from cash transfers from such Subsidiary Debtor to CEOC pursuant to this Final Order will have superpriority administrative expense status under section 507(b) of the Bankruptcy Code that shall rank senior to the Superpriority Claims (as defined in the final cash collateral order entered in these chapter 11 cases, the "Cash Collateral Order") against CEOC but junior and subordinate to the Carve Out and Adequate Protection Payments (each as defined in the Cash Collateral Order); provided that any administrative expense claim granted to any Subsidiary Debtor under this paragraph 15 shall be determined pursuant to further order of the Court, upon notice and a hearing, and after taking into account netting and any net benefit conferred upon such Subsidiary Debtor and CEOC.

16. In connection with the Intercompany Transactions, the Debtors will continue to maintain current records with respect to all transfers of cash so that all Intercompany Transactions may be readily ascertainable, traced, and properly recorded on intercompany accounts. Additionally, the Debtors will: (a) maintain accurate records of any postpetition Intercompany Transactions and netting or cash settlement of Intercompany Claims that occur during the chapter 11 cases so that all such transactions may be readily ascertained, traced, recorded, and accounted for; (b) implement accounting procedures to identify and distinguish between prepetition and postpetition Intercompany Transactions and netting or cash settlement of Intercompany Claims and to track postpetition Intercompany Transactions and netting or cash settlement of Intercompany Claims; and (c) except as permitted pursuant to the relief granted in connection with the the first day motions [Docket Nos. 7, 9, 10, 11, 12, 13, 14, and 15], neither

of proviso (a) or (b) shall permit the settlement of prepetition Intercompany Claims between Debtors and non-Debtors; provided that nothing in this paragraph 16 shall relieve the Debtors of the notice and reporting requirements set forth in paragraphs 17, 18, 19, and 20 of this Final Order. The information and records described in this paragraph 16 shall be made available to the advisors to the UCC, any other statutory committee appointed in these chapter 11 cases, the 10.75% Notes Trustee, and the First Lien Professionals upon request subject to reasonable notice.

17. The Debtors will use commercially reasonable best efforts to provide the advisors to the UCC, any other statutory committee appointed in these chapter 11 cases, the 10.75% Notes Trustee, and the First Lien Professionals seven (7) business days' advance notice of the following:

- (a) cash payments for any non-routine payments to any non-Debtor (including affiliates and joint venture entities other than CES) in excess of \$2 million on an individual basis, provided that routine payments include, without limitation, the Octavius lease payments, contractual management fees, and payments relating to Total Rewards® and other customer programs;
- (b) deviations to the Debtors' allocated portion of CES's capital expenditures in an amount greater than \$2 million per month on an individual basis,
- (c) any new allocations to the Debtors of CES's capital expenditures in an amount greater than \$5 million on an individual basis, provided that if such notice is not given seven (7) business days prior to the new allocation, the Debtors shall provide seven (7) business days' notice to each notice party prior to any payments being made on account of such allocations;
- (d) direct or indirect dividends, intercompany investments in, or equity contributions to, any non-Debtor subsidiaries or affiliates (including any joint venture entities) in excess of \$2 million on an individual basis;
- (e) any advances under any prepetition or postpetition financing agreements pursuant to which the Debtor is a lender and a non-Debtor (including joint venture entities) is a borrower in excess of \$2 million on an individual basis;

- (f) repayment of any obligations under any prepetition or postpetition financing arrangements pursuant to which the Debtor is a borrower and a non-Debtor is a lender in excess of \$2 million on an individual basis, provided that, for the avoidance of doubt, such notice does not apply to the ordinary course debiting and crediting reconciliation process; and
- (g) acceleration of any standard payment terms to non-Debtors affiliates and subsidiaries.

18. As soon as practical after each month-end, but in no event later than thirty (30) days after month-end (or forty-five (45) days for quarter-end periods), the Debtors will provide the advisors to the UCC, any other statutory committee appointed in these chapter 11 cases, the 10.75% Notes Trustee, and the First Lien Professionals:

- (a) monthly schedules of all intercompany balances (consistent with current books and records) that involve at least one Debtor entity;
- (b) monthly Total Rewards® liability balances on a property-to-property basis; and
- (c) monthly domestic and foreign Bank Account cash balances of each Debtor that has cash and the identification of the level of Cage Cash at each Debtor, provided further, that estimated foreign Bank Account cash balances will be provided if such actual cash balances are not available within thirty (30) days of month-end or forty-five (45) days of quarter-end.

19. The Debtors will provide counsel to the UCC, any other statutory committee appointed in these chapter 11 cases, the 10.75% Notes Trustee, and the First Lien Professionals with seven (7) days' notice prior to implementing any material change in the methodologies employed under the shared services agreements with CES or any other Debtor or non-Debtor resulting in an adverse impact of greater than \$1 million per month to the Debtors.

20. The Debtors will not implement material changes to the Cash Management System without seven (7) days' prior notice to the advisors to the UCC, any other statutory committee appointed in these chapter 11 cases, the 10.75% Notes Trustee, and the First Lien

Professionals. The rights of such parties in interest to seek relief from the court with respect to any material changes to the Cash Management System are reserved.

21. The Debtors and all parties in interest reserve all rights with respect to any Debtor's prepetition transfers or postpetition transfers not consistent with this Final Order.

22. As soon as practicable after entry of this Final Order, the Debtors will serve a copy of this Final Order on the Banks.

23. Notwithstanding the relief granted in this Final Order, any actions taken pursuant to such relief, and any prepetition policy, internal agreement, or agreement among the Debtors (including any shared services agreement or allocation methodologies contained therein), nothing in this Final Order constitutes (including, in each instance, with respect to any shared services agreement among the Debtors and non-Debtors): (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of any party's right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Final Order or the Motion; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code (it being understood that any such request or authorization, if any, shall be the subject of a separate order of the Court, upon notice and a hearing); or (f) a waiver of any party in interest's rights under the Bankruptcy Code or any other applicable law, including with respect to disputes or causes of actions that any Debtor may have against another Debtor or non-Debtor or any disputes with respect to administrative expense priority for any claims arising pursuant to any shared services agreement. Payments made on account of Intercompany Transactions made pursuant to this Final Order will not be construed as an admission as to the validity or amount of any claim or a waiver of any

party in interest's rights to subsequently dispute such claim, including with respect to the allocations set forth in any shared services agreement.

24. Notwithstanding anything to the contrary herein, nothing in this Final Order will impact or prejudice the ability of any party to challenge, avoid, unwind, recharacterize, or assert any other claim or cause of action with respect to any Intercompany Transactions, including, without limitation, any intercompany allocation methodologies.

25. Nothing in this Final Order or authorized hereby will be construed to create or perfect in favor of any person or entity any interest in cash of a Debtor that did not exist as of the Petition Date, and nothing herein or authorized hereby shall result in the loss of a perfected lien that existed on or after the Petition Date, except as otherwise provided in the Bankruptcy Code.

26. Notwithstanding anything contained herein to the contrary, no payments or distributions shall be made to the Sponsors (as defined in the *Memorandum in Support of Chapter 11 Petitions*, filed on January 15, 2015 [Docket No. 4]). For the avoidance of doubt, this paragraph 26 does not preclude the Debtors from making ordinary course expense reimbursements to any directors who serve on any board of directors of the Debtors.

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

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

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

Dated: \_\_\_\_\_, 2015  
Chicago, Illinois

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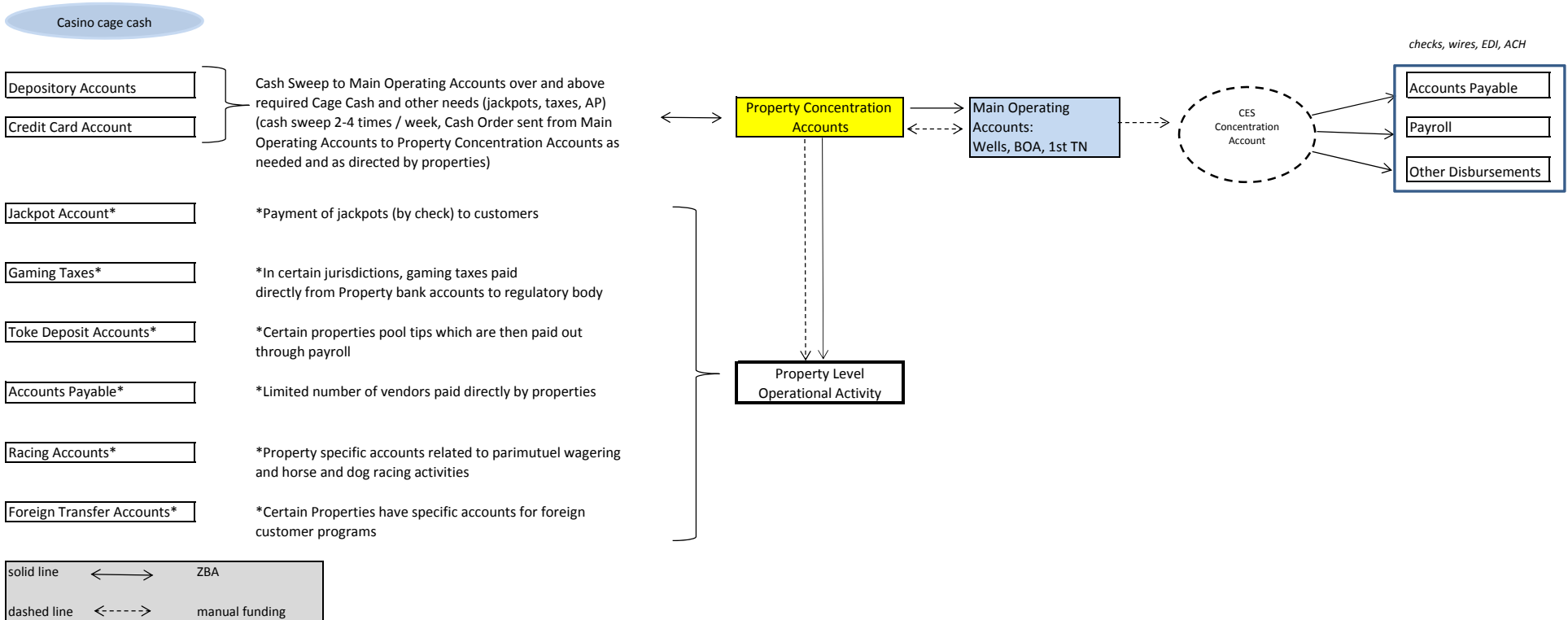
The Honorable A. Benjamin Goldgar  
United States Bankruptcy Judge



**EXHIBIT 1**

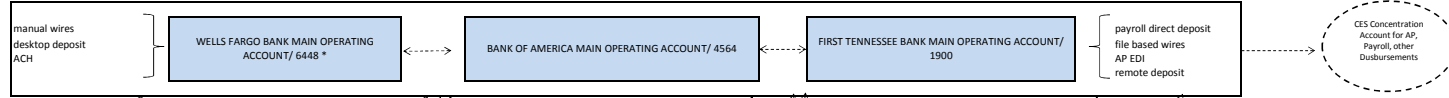
**The Cash Management System Flow of Funds**

**Typical Property Level Account Structure and Funds Flow**



CAESARS ENTERTAINMENT OPERATING COMPANY, INC.  
Receipts & Concentration Accounts  
BANKING STRUCTURE

Main Operating Accounts



PC: Property Concentration Account

Wells Fargo Accounts:

Property	Acct#	ZBA/Manual	PC
BAC	4371	ZBA	PC
BAC	1972	ZBA	PC
BAC	1993	Manual	
CAC	4835	ZBA	PC
CAC	7152	ZBA	PC
CEG	7881	ZBA	
CEOC	9744	ZBA	
CEOC	9832	Manual	
CEOC	6759	Manual	
CLV	3195	ZBA PEG	PC
CLV	3310	ZBA	PC
CLV	2295	ZBA	PC
CLV	8015	ZBA	PC
CLV	9765	Manual	
COU	7752	ZBA	PC
REN	6430	ZBA PEG	
STU	4843	ZBA	PC
TAH /HLT	3833	ZBA PEG	PC
TAH /HLT	6706	ZBA	
TAH /HLT	6714	ZBA	
TAH /HLT	3751	ZBA	
UEL	4850	ZBA	PC
Windsor	5727	Manual	
BLV (2)	4306	ZBA	
GTU (1)	4405	ZBA	
PHW (2)	3301	Manual	
PHW (2)	4267	Manual	
PHW (2)	3319	ZBA	
PHW (2)	4291	ZBA	
QLV (2)	3044	ZBA PEG	

Bank of America Accounts:

Property	Acct#	ZBA/Manual	
HITW	2337	Manual	
Benco	0209	ZBA	
CLV	1421	ZBA	
CLV	1321	ZBA	
CLV	1320	Manual	
CLV	8160	ZBA	
NKC	1350	ZBA	
NKC	2682	ZBA	
NKC	1186	ZBA	PC
BLV	7756	ZBA	
SAC (1)	7016	ZBA	
SAC (1)	1132	ZBA	

CEOC US Bank Account:\*

Property	Acct#	ZBA/Manual
CEOC	4436	

US Bank Accounts:

Property	Acct#	ZBA/Manual	
Bluegrass/MET	1049	Manual	
COU	8833	Manual	PC
HBR	6570	Manual	PC
MET	2580	Manual	PC

First Tennessee Accounts:

Property	Acct#	ZBA/Manual	
GBI	8615	Manual	
STU	7608	ZBA	PC
UTU	7953	ZBA	PC
UTU	8037	ZBA	
UTU	8044	ZBA	
UTU	8051	ZBA	
GTU (1)	7512	ZBA	
GTU (1)	7505	ZBA	
GTU (1)	7442	ZBA	

Other Bank Accounts:

Property	Acct#	ZBA/Manual	PC	
BMO Harris Bank	UHA	3915	Manual	PC
BMO Harris Bank	UHA	1015	ZBA	
BMO Harris Bank	UHA	8468	ZBA	
Capital One	LAD	7389	Manual	PC
Capital One	LAD	7397	ZBA	
Capital One	UBC	7535	Manual	PC
Capital One	UBC	9091	ZBA	
Capital One	UBC	2119	ZBA	
Capital One	UBC	7451	ZBA	
Capital One	UBC	2720	ZBA	
Chase	UEL	9637	Manual	PC
Chase	UEL	9660	Manual	PC
CIBC	CEWL	2711	ZBA	
CIBC	CEWL	2517	Manual	
First Savings Bank	UEL	6350	Manual	
First Midwest	JOL	5340	Manual	PC
First Midwest	JOL	9805	ZBA	
First Midwest	JOL	5359	ZBA	
Peoples Bank	GBI	0938	Manual	PC
Peoples Bank	GBI	8557	Manual	PC
Scotia Bank	CEWL	6915	Manual	

Online Purchases Account:

Bank	Type	Acct#	ZBA/Manual
Wells Fargo	online site	2244	ZBA to 6448

Miscellaneous Collateral Accounts:

Bank	Type	Acct#	ZBA/Manual
Wells Fargo	P-Card	9832	Manual
Pitney Bowes Bank	Postage	0620	Manual

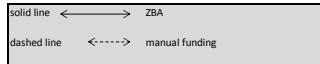
Deferred Compensation Accounts:

Bank	Type	Acct#	ZBA/Manual
Wells Fargo	EDCP	9500	Investment
Wells Fargo	EDCP	9501	Investment
Wells Fargo	EDCP	9502	Investment
Wells Fargo	EDCP	9504	Investment

Foreign Transfer Accounts

Bank	Property	Acct#	FX
Bank of America	Benco	1016	MXN
Bank of America	CLV	0039	TWD
Bank of America	CLV	9033	TWD
Bank of America	CLV	0055	TWD
Mizuho	CLV	0484	USD
Mizuho	CLV	8929	JPY
Scotia Bank	CLV	0213	USD
Wells Fargo	CEOC	9580	HKD
Wells Fargo	CEOC	9598	USD

(1) Property closed, related accounts in process of closing  
(2) Property no longer part of CEOC, accounts in process of closing  
\* Subject to control agreement with first lien creditors



Property Index:

Code	Property	Legal Entity
BAC	Bally's Atlantic City	Bally's Park Place, Inc.
HITW	Battista's Restaurant	Hole In The Wall LLC
Benco	N/A	Benco Inc.
Bluegrass	Bluegrass Downs	Players Bluegrass Downs, Inc.
BLV (2)	Bally's Las Vegas	Parball Corporation
CAC	Caesars Atlantic City	Boardwalk Regency Corporation
CEG	N/A	Caesars Entertainment Golf, Inc.
CEOC	N/A	Caesars Entertainment Operating Company, Inc.
CLV	Caesars Palace Las Vegas	Desert Palace Inc.
COU	Harrah's Council Bluffs	Harvey's Iowa Management Company, Inc.
GBI	Harrah's Gulf Coast	Grand Casinos of Biloxi, LLC
GTU (1)	Harrah's Tunica	BL Development Corporation
HBR	Horseshoe Council Bluffs	Harvey's BR Management Company, Inc.
JOL	Harrah's Joliet	Harrah's Illinois Corporation (80% owner of Des Plains)
LAD	Louisiana Downs	Harrah's Bossier City Investment Company, LLC
MET	Metropolis	Southern Illinois Riverboat Casino Cruises, Inc.
NKC	Harrah's N. Kansas City	Harrah's North Kansas City, LLC
Online Site	Online Merchandise site	Caesars World Merchandising, Inc.
PHW (2)	Planet Hollywood	PHW Las Vegas LLC
QLV (2)	Quad Las Vegas	3535 LV Corp
REN	Harrah's Reno	Caesars Entertainment Operating Company, Inc.
SAC (1)	Showboats Atlantic City	Showboat Atlantic City Operating Company, LLC
STU	Tunica Roadhouse	Tunica Roadhouse Corporation
TAH /HLT	Harrah's, Harvey's Lake Tahoe	Harvey's Tahoe Management Company, Inc.
UBC	Horseshoe Bossier City	Horseshoe Entertainment
UEL	Horseshoe Southern Indiana	Caesars Riverboat Casino, LLC
UHA	Horseshoe Hammond	Horseshoe Hammond, LLC
UTU	Horseshoe Tunica	Robinson Property Group Corporation
CEWL	Caesars Windsor	Caesars Entertainment Windsor Limited

CAESARS ENTERTAINMENT OPERATING COMPANY, INC.  
Disbursements Accounts  
BANKING STRUCTURE

Main Operating Accounts



Wells Fargo Master Funding Account:  
Property Acct# ZBA/Manual  
CEOC 7888 ZBA

**Wells Fargo Disbursements Accounts:**

**Jackpot Accounts**

Property	Acct#	ZBA/Manual
BAC	2025	ZBA
CAC	9667	ZBA
CLV	2915	ZBA (to 3195)
COU	0879	ZBA
GBI	4555	ZBA
HBR	1331	ZBA
JOL	1263	ZBA
LAD	1276	ZBA
MET	1959	ZBA
NKC	1292	ZBA
STU	7708	ZBA
TAH /HLT	8828	ZBA
UBC	1234	ZBA
UEL	8182	ZBA
UHA	5406	ZBA
UTU	9072	ZBA

**Accounts Payable**

Property	Acct#	ZBA/Manual
BAC	2722	ZBA
CAC	2308	ZBA
CEOC	4916	ZBA
CEOC	4903	ZBA
NKC	8203	ZBA
REN	6422	ZBA
TAH /HLT	4204	ZBA
UBC	4049	ZBA

**Other Disbursement Accounts**

Property	Acct#	ZBA/Manual
CEOC	8113	ZBA
CEOC	8090	ZBA

**Payroll**

Property	Acct#	ZBA/Manual
NKC	8193	ZBA

**Bank of America Accounts: Parimutuel / Horseracing**

Property	Acct#	ZBA/Manual
CLV	1550	Manual
CLV	5873	Manual
REN	2617	Manual
REN	2633	Manual
CEOC	3243	Manual
CEOC	3250	Manual
NKC	0954	Manual

**Accounts Payable**

Property	Acct#	ZBA/Manual
HITW	2340	ZBA

**Gaming Taxes**

Property	Acct#	ZBA/Manual
NKC	0954	Manual

**US Bank Accounts: Horseracing / Dog Racing**

Property	Acct#	ZBA/Manual
Bluegrass/MET	3209	Manual
Bluegrass/MET	0352	Manual
Bluegrass/MET	0360	Manual
HBR	1372	ZBA
HBR	0191	ZBA

**Capital One Accounts: Horseracing**

Property	Acct#	ZBA/Manual
LAD	7680	Manual
LAD	7699	Manual
LAD	7753	Manual
LAD	2966	Manual
LAD	2534	Manual
LAD	1925	Manual

**Accounts Payable**

Property	Acct#	ZBA/Manual
LAD	7400	ZBA

**Gaming Taxes**

Property	Acct#	ZBA/Manual
LAD	7672	Manual

**Other Bank Accounts:**

**JPMorgan / Chase**

**Employee Benefits**

Property	Acct#	ZBA/Manual
CEOC	4159	Manual
CEOC	4446	Manual
CEOC	4618	Manual
CEOC	9138	Manual
CEOC	9146	Manual

**Ch/Bank**

**Employee Benefits**

Property	Acct#	ZBA/Manual
CEOC	0966	Manual

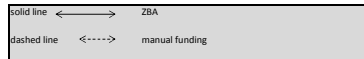
**Closed or Sold Properties Disbursement Accounts:**

Bank	Property	Acct#
Bank of America	BLV (2)	5840
Bank of America	BLV (2)	1741
Bank of America	Quad (2)	3841
Bank of America	Quad (2)	3854
Wells Fargo	BLV (2)	0999
Wells Fargo	GTU (1)	4542
Wells Fargo	PHW (2)	3277
Wells Fargo	PHW (2)	3335
Wells Fargo	PHW (2)	4275
Wells Fargo	Quad (2)	8295
Wells Fargo	Quad (2)	3101
Wells Fargo	SAC (1)	3073
Wells Fargo	SAC (1)	3060

**Property Index:**

Code	Property	Legal Entity
BAC	Bally's Atlantic City	Bally's Park Place, Inc.
Battista's Rest.	Battista's Restaurant	Hole In The Wall LLC
Benco	N/A	Benco Inc.
Bluegrass	Bluegrass Downs	Players Bluegrass Downs, Inc.
BLV (2)	Bally's Las Vegas	Parball Corporation
CAC	Caesars Atlantic City	Boardwalk Regency Corporation
CEG	N/A	Caesars Entertainment Golt, Inc.
CEOC	N/A	Caesars Entertainment Operating Company, Inc.
CLV	Caesars Palace Las Vegas	Desert Palace Inc.
COU	Harrah's Council Bluffs	Harvey's Iowa Management Company, Inc.
GBI	Harrah's Gulf Coast	Grand Casinos of Biloxi, LLC
GTU (1)	Harrah's Tunica	BL Development Corporation
HBR	Horseshoe Council Bluffs	Harvey's BR Management Company, Inc.
JOL	Harrah's Joliet	Harrah's Illinois Corporation (80% owner of Des Plains)
LAD	Louisiana Downs	Harrah's Bossier City Investment Company, LLC
MET	Metropolis	Southern Illinois Riverboat Casino Cruises, Inc.
NKC	Harrah's N. Kansas City	Harrah's North Kansas City, LLC
Online Site	Online Merchandise site	Caesars World Merchandising, Inc.
PHW (2)	Planet Hollywood	PHW Las Vegas LLC
QLV (2)	Quad Las Vegas	3535 LV Corp
REN	Harrah's Reno	Caesars Entertainment Operating Company, Inc.
SAC (1)	Showboats Atlantic City	Showboat Atlantic City Operating Company, LLC
STU	Tunica Roadhouse	Tunica Roadhouse Corporation
TAH /HLT	Harrah's, Harvey's Lake Tahoe	Harvey's Tahoe Management Company, Inc.
UBC	Horseshoe Bossier City	Horseshoe Entertainment
UEL	Horseshoe Southern Indiana	Caesars Riverboat Casino, LLC
UHA	Horseshoe Hammond	Horseshoe Hammond, LLC
UTU	Horseshoe Tunica	Robinson Property Group Corporation
Windsor	Caesars Windsor	Caesars Entertainment Windsor Limited

(1) Property closed, related accounts in process of closing  
(2) Property no longer part of CEOC, accounts in process of closing  
(3) Pending closure  
\* Subject to control agreement with first lien creditors



**EXHIBIT 2**

**Bank Accounts**

**Bank Accounts**

<b>Account</b>	<b>Entity</b>	<b>Description</b>	<b>Bank</b>
xxxxxx3044	3535 LV Corp	Depository	<b>Wells Fargo</b>
xxxxxx3101	3535 LV Corp	Guaranteed Check	<b>Wells Fargo</b>
xxxxxxxx3841	3535 LV Corp	Parimutuel	<b>Bank of America</b>
xxxxxxxx3854	3535 LV Corp	Parimutuel	<b>Bank of America</b>
xxxxxxxx8295	3535 LV Corp	Cage Account	<b>Wells Fargo</b>
xxxxxxxx2722	Bally's Park Place, Inc.	Accounts Payable	<b>Wells Fargo</b>
xxxxxx4371	Bally's Park Place, Inc.	Concentration	<b>Wells Fargo</b>
xxxxxxxx1972	Bally's Park Place, Inc.	Depository	<b>Wells Fargo</b>
xxxxxxxx2025	Bally's Park Place, Inc.	Jackpot checks	<b>Wells Fargo</b>
xxxxxxxx1993	Bally's Park Place, Inc.	Lottery	<b>Wells Fargo</b>
xxxxxxxx1016	Benco Inc.	Mexican Peso Account	<b>Bank of America</b>
xxxxx0209	Benco Inc.	U.S Dollar Account	<b>Bank of America</b>
xxxxx8615	Biloxi Hammond, LLC	Depository	<b>First Tennessee</b>
xxxxxxxx7442	BL Development Corporation	Guaranteed Check	<b>First Tennessee</b>
xxxxxxxx7505	BL Development Corporation	Credit Card	<b>First Tennessee</b>
xxxxxxxx7512	BL Development Corporation	Depository	<b>First Tennessee</b>
xxxxxxxx4542	BL Development Corporation	Jackpot checks	<b>Wells Fargo</b>
xxxxxx4405	BL Development Corporation	Concentration	<b>Wells Fargo</b>
xxxxxxxx9667	Boardwalk Regency Corporation	AC Jackpot checks	<b>Wells Fargo</b>
xxxxxxxx2308	Boardwalk Regency Corporation	Accounts Payable	<b>Wells Fargo</b>

<b>Account</b>	<b>Entity</b>	<b>Description</b>	<b>Bank</b>
xxxxxx4835	Boardwalk Regency Corporation	Concentration	<b>Wells Fargo</b>
xxxxxxxx7152	Boardwalk Regency Corporation	Depository	<b>Wells Fargo</b>
xxxxxx7881	Caesars Entertainment Golf, Inc.	Depository	<b>Wells Fargo</b>
xxxxxxxx4903	Caesars Entertainment Operating Company, Inc.	A/P	<b>Wells Fargo</b>
xxxx0966	Caesars Entertainment Operating Company, Inc.	Cigna Disability	<b>Citibank</b>
xxxxx9138	Caesars Entertainment Operating Company, Inc.	Cigna ASO	<b>Chase</b>
xxxxx9146	Caesars Entertainment Operating Company, Inc.	Cigna FSA/HRA	<b>Chase</b>
xxxxxx9832	Caesars Entertainment Operating Company, Inc.	Collateral Account	<b>Wells Fargo</b>
xxxxxx6759	Caesars Entertainment Operating Company, Inc.	Concentration Account	<b>Wells Fargo</b>
xxxxx4564	Caesars Entertainment Operating Company, Inc.	Concentration	<b>Bank of America</b>
xxxxxxxx1900	Caesars Entertainment Operating Company, Inc.	Concentration	<b>First Tennessee</b>
xxxxxxxx4436	Caesars Entertainment Operating Company, Inc.	Concentration	<b>US Bank</b>
xxxxxx6448	Caesars Entertainment Operating Company, Inc.	Concentration	<b>Wells Fargo</b>
xxxxxx9744	Caesars Entertainment Operating Company, Inc.	Concentration	<b>Wells Fargo</b>
xxxx4618	Caesars Entertainment Operating Company, Inc.	Insurance Claims	<b>Chase</b>
xxxxx4159	Caesars Entertainment Operating Company, Inc.	CEI MetLife Dental	<b>Chase</b>
xxxxxxxx7888	Caesars Entertainment Operating Company, Inc.	Master Funding	<b>Wells Fargo</b>

<b>Account</b>	<b>Entity</b>	<b>Description</b>	<b>Bank</b>
xxxxxxxx8113	Caesars Entertainment Operating Company, Inc.	Funding (closing)	<b>Wells Fargo</b>
xxxxxxxx8090	Caesars Entertainment Operating Company, Inc.	Funding (closing)	<b>Wells Fargo</b>
xxxxx3243	Caesars Entertainment Operating Company, Inc.	Parimutuel	<b>Bank of America</b>
xxxxx3250	Caesars Entertainment Operating Company, Inc.	Parimutuel	<b>Bank of America</b>
xxxxxxxx4916	Caesars Entertainment Operating Company, Inc.	Payroll	<b>Wells Fargo</b>
xxxxxx9580	Caesars Entertainment Operating Company, Inc.	Multi Currency (HKD)	<b>Wells Fargo</b>
xxxxxx9598	Caesars Entertainment Operating Company, Inc.	Multi Currency (USD)	<b>Wells Fargo</b>
xxxx9500	Caesars Entertainment Operating Company, Inc.	EDCP, Escrow, (Investment)	<b>Wells Fargo</b>
xxxx9501	Caesars Entertainment Operating Company, Inc.	EDCP, Escrow, (Investment)	<b>Wells Fargo</b>
xxxx9502	Caesars Entertainment Operating Company, Inc.	EDCP, Escrow, (Investment)	<b>Wells Fargo</b>
xxxx9504	Caesars Entertainment Operating Company, Inc.	EDCP, Escrow, (Investment)	<b>Wells Fargo</b>
xxxxx2633	Caesars Entertainment Operating Company, Inc.	Harrah's Reno Pari Mutual Betting	<b>Bank of America</b>
xxxxx2617	Caesars Entertainment Operating Company, Inc.	Harrah's Reno Pari Mutual Holding	<b>Bank of America</b>
xxxxx4446	Caesars Entertainment Operating Company, Inc.	Cigna Regular Medical Claims	<b>Chase</b>
xxxxxx6422	Caesars Entertainment Operating Company, Inc.	Depository	<b>Wells Fargo</b>
xxxxxx6430	Caesars Entertainment Operating Company, Inc.	Depository	<b>Wells Fargo</b>
xxxxxxxx6866	Caesars Entertainment Operating Company, Inc.	Collection Account	<b>US Bank</b>



<b>Account</b>	<b>Entity</b>	<b>Description</b>	<b>Bank</b>
xxxx0620	Caesars Entertainment Operating Company, Inc.	Pitney Bowes Reserve Account	<b>The Pitney Bowes Bank</b>
xxxxxxxx6915	Caesars Entertainment Windsor Limited	Depository	<b>Scotia Bank</b>
xxxxxx5727	Caesars Entertainment Windsor Limited	Depository	<b>Wells Fargo</b>
xxxxxxxx2517	Caesars Entertainment Windsor Limited	Operating (Canadian Dollar)	<b>CIBC</b>
xxxxxxxx2711	Caesars Entertainment Windsor Limited	Operating (U.S. Dollar)	<b>CIBC</b>
xxxxxx4850	Caesars Riverboat Casino, LLC	Concentration	<b>Wells Fargo</b>
xxxx6350	Caesars Riverboat Casino, LLC	Depository	<b>First Savings Bank</b>
xxxxx9637	Caesars Riverboat Casino, LLC	Depository	<b>Chase</b>
xxxxx9660	Caesars Riverboat Casino, LLC	Depository	<b>Chase</b>
xxxxxxxx8182	Caesars Riverboat Casino, LLC	Jackpot checks	<b>Wells Fargo</b>
xxxxxx2244	Caesars World Merchandising, Inc.	Depository	<b>Wells Fargo</b>
xxxxxx3310	Desert Palace Inc.	Credit Card	<b>Wells Fargo</b>
xxxxxx2285	Desert Palace Inc.	dba California Clearing	<b>Wells Fargo</b>
xxxxxx1421	Desert Palace Inc.	dba California Clearing (A/R Incoming/ Foreign Exchange)	<b>Bank of America</b>
xxxxx1321	Desert Palace Inc.	dba California Clearing (incoming wires/transmittals)	<b>Bank of America</b>
xxxxx1320	Desert Palace Inc.	dba California Clearing (Transmittals)	<b>Bank of America</b>
xxxxxx9765	Desert Palace Inc.	Dealer Tokens	<b>Wells Fargo</b>
xxxxxx3195	Desert Palace Inc.	Depository	<b>Wells Fargo</b>
xxxxxx8015	Desert Palace Inc.	Depository Incoming Wire	<b>Wells Fargo</b>

<b>Account</b>	<b>Entity</b>	<b>Description</b>	<b>Bank</b>
xxxxxx2915	Desert Palace Inc.	Jackpot checks	<b>Wells Fargo</b>
xxxxx1550	Desert Palace Inc.	Parimutuel	<b>Bank of America</b>
xxxxx5873	Desert Palace Inc.	Parimutuel	<b>Bank of America</b>
xxxxxxxxx8160	Desert Palace, Inc.	Certificate of Deposit	<b>Bank of America</b>
xxxxxxxxx0213	Desert Palace, Inc.	U.S. Dollar Account	<b>Scotia Bank</b>
xxxxxxxxx0039	Desert Palace, Inc.	Taiwanese Dollar Account	<b>Bank of America</b>
xxxxxxxxx0055	Desert Palace, Inc.	U.S. Dollar Account	<b>Bank of America</b>
xxxxxxxxx9033	Desert Palace, Inc.	Taiwanese Dollar Account	<b>Bank of America</b>
xxx8929	Desert Palace, Inc.	Yen Account	<b>Mizuho</b>
xxx0484	Desert Palace, Inc.	U.S. Dollar Account	<b>Mizuho</b>
xxx0938	Grand Casinos of Biloxi, LLC	Depository	<b>Peoples Bank</b>
xxx8557	Grand Casinos of Biloxi, LLC	Grand Bear Depository	<b>Peoples Bank</b>
xxxxxxxxx4555	Grand Casinos of Biloxi, LLC	Grand Casino Biloxi Jackpot checks / AP/ Payroll	<b>Wells Fargo</b>
xxxxx7389	Harras's Bossier City Investment Company, LLC	Depository	<b>Capital One</b>
xxxxx7397	Harras's Bossier City Investment Company, LLC	Depository	<b>Capital One</b>
xxxxx7672	Harras's Bossier City Investment Company, LLC	Gaming Tax	<b>Capital One</b>
xxxxxxxxx1276	Harras's Bossier City Investment Company, LLC	Jackpot checks	<b>Wells Fargo</b>
xxxxx2534	Harras's Bossier City Investment Company, LLC	Outstanding Parimutuels Ticket	<b>Capital One</b>

<b>Account</b>	<b>Entity</b>	<b>Description</b>	<b>Bank</b>
xxxxx7400	Harrah's Bossier City Investment Company, LLC	Petty Cash	<b>Capital One</b>
xxxxx7699	Harrah's Bossier City Investment Company, LLC	Quarter Horse Control	<b>Capital One</b>
xxxxxx1925	Harrah's Bossier City Investment Company, LLC	Quarter Horse Purse Escrow	<b>Capital One</b>
xxxxx7753	Harrah's Bossier City Investment Company, LLC	Revenue Control Acct.	<b>Capital One</b>
xxxxx7680	Harrah's Bossier City Investment Company, LLC	Thoroughbred Control Acct.	<b>Capital One</b>
xxxxx2966	Harrah's Bossier City Investment Company, LLC	Video Poker Commercial Checking Sweep	<b>Capital One</b>
xxxxxxxxx5340	Harrah's Illinois Corporation	Depository	<b>First Midwest</b>
xxxxxx9805	Harrah's Illinois Corporation	Depository	<b>First Midwest</b>
xxxxxxxxx1263	Harrah's Illinois Corporation	Jackpot checks	<b>Wells Fargo</b>
xxxxxx5359	Harrah's Illinois Corporation	Token deposit	<b>First Midwest</b>
xxxxxx1186	Harrah's North Kansas City, LLC	Depository	<b>Bank of America</b>
xxxxxx2682	Harrah's North Kansas City, LLC	Depository	<b>Bank of America</b>
xxxxxx0954	Harrah's North Kansas City, LLC	Gaming Tax	<b>Bank of America</b>
xxxxxxxxx1292	Harrah's North Kansas City, LLC	Jackpot checks	<b>Wells Fargo</b>
xxxxxxxxx8203	Harrah's North Kansas City, LLC	A/P	<b>Wells Fargo</b>
xxxxxxxxx8193	Harrah's North Kansas City, LLC	Payroll	<b>Wells Fargo</b>
xxxxxx1350	Harrah's North Kansas City, LLC	Reserve account	<b>Bank of America</b>
xxxxxxxxx6570	Harvey's BR Management Company, Inc.	Depository	<b>US Bank</b>
xxxxxxxxx1331	Harvey's BR Management Company, Inc.	Jackpot checks	<b>Wells Fargo</b>

<b>Account</b>	<b>Entity</b>	<b>Description</b>	<b>Bank</b>
xxxxxxxx1372	Harvey's BR Management Company, Inc.	Purse	<b>US Bank</b>
xxxxxxxx0191	Harvey's BR Management Company, Inc.	Returns Account	<b>US Bank</b>
xxxxxx7752	Harvey's Iowa Management Company, Inc.	Depository	<b>Wells Fargo</b>
xxxxxx8833	Harvey's Iowa Management Company, Inc.	Depository	<b>US Bank</b>
xxxxxxxxxx0879	Harvey's Iowa Management Company, Inc.	Jackpot checks	<b>Wells Fargo</b>
xxxxxx3833	Harvey's Tahoe Management Company, Inc.	Depository	<b>Wells Fargo</b>
xxxxxx6706	Harvey's Tahoe Management Company, Inc.	Depository	<b>Wells Fargo</b>
xxxxxx6714	Harvey's Tahoe Management Company, Inc.	Depository	<b>Wells Fargo</b>
xxxxxx3751	Harvey's Tahoe Management Company, Inc.	Depository	<b>Wells Fargo</b>
xxxxxxxxxx4204	Harvey's Tahoe Management Company, Inc.	Exchange	<b>Wells Fargo</b>
xxxxxxxxxx8828	Harvey's Tahoe Management Company, Inc.	Jackpot checks	<b>Wells Fargo</b>
xxxxxx2337	Hole In The Wall LLC	Depository	<b>Bank of America</b>
xxxxxx2340	Hole In The Wall LLC	Depository	<b>Bank of America</b>
xxx2119	Horseshoe Entertainment	Depository	<b>Capital One</b>
xxxxx7451	Horseshoe Entertainment	Depository	<b>Capital One</b>
xxxxx7535	Horseshoe Entertainment	Depository	<b>Capital One</b>
xxxxxxxxxx1234	Horseshoe Entertainment	Jackpot checks	<b>Wells Fargo</b>
xxx2720	Horseshoe Entertainment	Patron Incoming Wires	<b>Capital One</b>
xxxxxxxxxx4049	Horseshoe Entertainment	Petty Cash	<b>Wells Fargo</b>

<b>Account</b>	<b>Entity</b>	<b>Description</b>	<b>Bank</b>
xxxxx9091	Horseshoe Entertainment	Ryeco	<b>Capital One</b>
xxx8468	Horseshoe Hammond, LLC	Credit Card	<b>BMO Harris Bank</b>
xxx3915	Horseshoe Hammond, LLC	Depository	<b>BMO Harris Bank</b>
xxx1015	Horseshoe Hammond, LLC	Depository	<b>BMO Harris Bank</b>
xxxxxxxxx5406	Horseshoe Hammond, LLC	Jackpot checks	<b>Wells Fargo</b>
xxxx7756	Parball Corp	Depository	<b>Bank of America</b>
xxxxxx4306	Parball Corp	Depository	<b>Wells Fargo</b>
xxxxxxxxx0999	Parball Corp	Cage Account	<b>Wells Fargo</b>
xxxxx5840	Parball Corp	Parimutuel	<b>Bank of America</b>
xxxxx1741	Parball Corp	Parimutuel	<b>Bank of America</b>
xxxxxx3319	PHW Las Vegas LLC	Merchant Account	<b>Wells Fargo</b>
xxxxxx3335	PHW Las Vegas LLC	Cage Account	<b>Wells Fargo</b>
xxxxxx3301	PHW Las Vegas LLC	Collection Account	<b>Wells Fargo</b>
xxxxxx3277	PHW Las Vegas LLC	Disbursement Account	<b>Wells Fargo</b>
xxxxxx3285	PHW Las Vegas LLC	AP Account	<b>Wells Fargo</b>
xxxxxx3293	PHW Las Vegas LLC	Payroll Account	<b>Wells Fargo</b>
xxxxxx4267	PHW Manager LLC	General Account	<b>Wells Fargo</b>
xxxxxx4275	PHW Manager LLC	AP Account	<b>Wells Fargo</b>
xxxxxx4291	PHW Manager LLC	Merchant Account	<b>Wells Fargo</b>
xxxxxx0352	Players Bluegrass Downs, Inc.	Bluegrass Downs	<b>US Bank</b>

<b>Account</b>	<b>Entity</b>	<b>Description</b>	<b>Bank</b>
xxxxxx1049	Players Bluegrass Downs, Inc.	Bluegrass Downs General Operating Account	<b>US Bank</b>
xxxxxx3209	Players Bluegrass Downs, Inc.	Bluegrass Downs Horsemans Book	<b>US Bank</b>
xxxxxx0360	Players Bluegrass Downs, Inc.	Bluegrass Downs Special Account	<b>US Bank</b>
xxxxxxxx8037	Robinson Property Group Corporation	Credit Cards	<b>First Tennessee</b>
xxxxxxxx7953	Robinson Property Group Corporation	Depository	<b>First Tennessee</b>
xxxxxxxx8044	Robinson Property Group Corporation	Depository	<b>First Tennessee</b>
xxxxxxxx8051	Robinson Property Group Corporation	Depository	<b>First Tennessee</b>
xxxxxxxx9072	Robinson Property Group Corporation	Jackpot checks	<b>Wells Fargo</b>
xxxxxxxx3073	Showboat Atlantic City Operating Company, LLC	Accounts Payable	<b>Wells Fargo</b>
xxxxxxxx3060	Showboat Atlantic City Operating Company, LLC	Jackpot checks	<b>Wells Fargo</b>
xxxxxx7016	Showboat Atlantic City Operating Company, LLC	Concentration	<b>Bank of America</b>
xxxxxx1132	Showboat Atlantic City Operating Company, LLC	Telecheck	<b>Bank of America</b>
xxxxxx2580	Southern Illinois Riverboat Casino Cruises, Inc.	Depository	<b>US Bank</b>
xxxxxxxx1959	Southern Illinois Riverboat Casino Cruises, Inc.	Jackpot checks	<b>Wells Fargo</b>
xxxxxx4843	Tunica Roadhouse Corporation	Concentration	<b>Wells Fargo</b>
xxxxxxxx7608	Tunica Roadhouse Corporation	Depository	<b>First Tennessee</b>
xxxxxxxx7708	Tunica Roadhouse Corporation	Jackpot checks	<b>Wells Fargo</b>

**EXHIBIT B**

**Redline**

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

	)	
In re:	)	Chapter 11
	)	
CAESARS ENTERTAINMENT OPERATING COMPANY, INC., <u>et al.</u> , <sup>1</sup>	)	Case No. 15-01145 (ABG)
	)	
Debtors.	)	<del>(Joint Administration Requested)</del> <u>(Jointly Administered)</u>
	)	
	)	Re: Docket No. <del>—</del> <u>8, 59, 440, 443, 468, 481</u>

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**AGREED FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE USING THEIR CASH MANAGEMENT SYSTEM, (B) MAINTAIN THEIR EXISTING BANK ACCOUNTS AND BUSINESS FORMS, AND (C) CONTINUE INTERCOMPANY TRANSACTIONS, AND (II) GRANTING RELATED RELIEF**

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Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of a final order (this “Final Order”), (I) authorizing the Debtors to (a) continue to operate their Cash Management Systems, (b) honor certain prepetition obligations related thereto, (c) maintain existing business forms, and (d) continue to perform Intercompany Transactions consistent with historical practice, and (II) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and ~~the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the~~

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<sup>1</sup> 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, ~~for which the Debtors have requested joint administration~~, 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’ ~~proposed~~ claims and noticing agent at <https://cases.primeclerk.com/CEOC>.

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



~~Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and the Court having found that the Debtors provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor~~after due deliberation, it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.~~Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.~~

2. The Debtors are authorized, but not directed, to (a) continue operating the Cash Management System, substantially as identified on Exhibit 1 attached hereto and as described in the Motion, (b) honor their prepetition obligations related thereto, (c) maintain existing business forms, and (d) continue conducting ordinary course Intercompany Transactions,~~including without limitation the Interecompany Transactions described in the Motion.~~

3. The Debtors are further authorized, but not directed, to (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on Exhibit 2 attached hereto, (b) use, in their present form, all correspondence and business forms (including, without limitation, letterhead, purchase orders, and invoices), as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date, without reference to the Debtors' status as debtors in

possession, (c) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession, (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits, (e) pay the Prepetition Bank Fees, in addition to any other Bank Fees for prepetition transactions that are charged postpetition, (f) reimburse the Banks for any claims arising before or after the Petition Date in connection with customer checks deposited with the Banks that have been dishonored or returned as a result of insufficient funds in their Bank Accounts, and (g) pay any ordinary course Bank Fees incurred in connection with the Bank Accounts and related cash management and treasury services, and to otherwise perform their obligations under the documents and agreements governing the Bank Accounts and related cash management and treasury services, including, without limitation, any zero/controlled balance agreements, treasury services or cash management agreements, and balance hold or “peg” balance agreements.

4. The Debtors are authorized to continue to use the P-Cards in the ordinary course of business on a postpetition basis, to incur indebtedness under the P-Card agreement on a secured basis, and to pay any amounts incurred in connection with the P-Cards, whether such amounts arose prepetition or postpetition. Payment and performance of all obligations owing on account of the P-Cards and the P-Card agreement will continue to be secured by duly perfected first priority prepetition liens of Wells Fargo Bank, N.A. The P-Cards are issued by Wells Fargo Bank, N.A. and are supported by a \$7.5 million cash collateral deposit in account ending 9832 at Wells Fargo Bank, N.A.

5. The Banks are authorized without the need for further order of this Court to: (a) continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession and provide related treasury and cash management services as described

in paragraph 3 above, without interruption and in the ordinary course; (b) receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, ACH transfers, credit card payments, other electronic transfers, or other items presented, issued, or drawn on the Bank Accounts (collectively, the “Disbursements”); and (c) debit or charge back the Bank Accounts for all undisputed prepetition and postpetition Bank Fees, unreimbursed coin and currency orders provided by the Banks from their cash vaults, banking centers, or automated business centers; provided, however, that no Disbursements (excluding any electronic fund transfers that the Banks are obligated to settle) presented, issued, or drawn on the Bank Accounts prior to the Petition Date ~~shall~~will be honored, unless (i) authorized by order of this Court, (ii) not otherwise prohibited by a “stop payment” request received by the Banks from the Debtors, and (iii) supported by sufficient available funds in the Bank Account in question.

6. The Debtors’ credit card processors are authorized to process payments in the ordinary course of business, including the netting out of any fees and/or chargebacks whether arising before or after the Petition Date.

7. In the course of providing cash management services to the Debtors, each of the Banks at which the Bank Accounts are maintained is authorized, without further order of this Court, to deduct the applicable fees from the appropriate accounts of the Debtors, and further, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, to the same extent the Debtors were responsible for such items prior to the Petition Date, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

8. Any payment that is authorized by the Debtors and paid from a Bank Account by a Bank before the Petition Date (including any ACH Payment such Bank is or becomes obligated to settle), any instruments issued by such Bank on behalf of any Debtor pursuant to a “midnight deadline” or otherwise, or any reimbursement or charge back for any coin and currency orders provided by the Banks from their cash vaults, banking centers, or automated business centers prior to the Petition Date, ~~shall~~will be deemed to be paid prepetition, whether or not actually debited from the Bank Account prepetition.

9. Subject to the terms set forth herein, the Banks are authorized to accept, honor and rely upon all representations of the Debtors with respect to whether any Disbursement should be honored pursuant to any order of this Court, whether or not such Disbursements are dated prior to, on, or subsequent to the Petition Date, and whether or not the Banks believe the payment is authorized by an order of this Court. No Bank ~~shall~~will be deemed in violation of this Final Order or any other order or have any liability to any party for honoring any Disbursement either (a) at the direction of the Debtors, (b) in the good faith belief that the Court has authorized such Disbursement to be honored, or (c) as a result of an innocent mistake.

10. Any Banks are further authorized to (a) honor the Debtors’ directions with respect to the opening and closing of any Bank Account and (b) accept and hold the Debtors’ funds in accordance with the Debtors’ instructions; provided, however, that the Banks ~~shall~~will not have any liability to any party for relying on such representations.

11. For U.S. Banks at which the Debtors hold Bank Accounts that are not party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors ~~shall~~will use their good-faith efforts to cause the U.S. Banks to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee within 60 days of the date of the Interim Order. The U.S. Trustee’s rights to

seek further relief from this Court on notice in the event that the aforementioned U.S. Banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.

12. For foreign Banks at which the Debtors hold Bank Accounts that are not party to a Uniform Depository Agreement with the U.S. Trustee, all as more fully described in the Motion, the requirement that any such foreign Bank execute a Uniform Depository Agreement is hereby waived.

13. The Debtors are authorized to open any new bank accounts or close any existing Bank Accounts ~~as they may deem necessary and appropriate in their sole discretion~~the ordinary course of business; provided, however, that the Debtors ~~shall~~will (a) give notice within fourteen days ~~to of any new Bank Accounts to:~~ (i) the U.S. Trustee~~and any;~~ (ii) counsel to the Statutory Unsecured Claimholders' Committee (the "UCC"); (iii) counsel to any other statutory committees appointed in these chapter-11 cases; (iv) counsel for Wilmington Trust, National Association, as Successor Indenture Trustee (the "10.75% Notes Trustee") for the 10.75% Senior Unsecured Notes issued by CEOC, and guaranteed by certain wholly-owned domestic subsidiaries of CEOC, under that certain indenture dated February 1, 2008; and (v) the First Lien Professionals,<sup>3</sup> and (b) upon request of any of the above-referenced parties, provide a list of all Bank Accounts (new and existing), debtor in possession bank accounts, and investment accounts (if any); provided further, however, that the Debtors ~~shall~~will open any such new bank account at a bank that has executed a Uniform Depository Agreement with the U.S. Trustee, or at such bank that is willing to immediately execute such an agreement.

<sup>3</sup> "First Lien Professionals" means the professional advisors to the Ad Hoc Committee of First Lien Noteholders and the Ad Hoc Committee of First Lien Bank Lenders, each as identified in the Bankruptcy Rule 2019 statements filed in these cases at Docket Nos. 474 and 479, respectively, and as may be reconstituted from time to time.

14. The requirement to establish separate accounts for cash collateral and/or tax payments is hereby waived, without prejudice to any and all rights and remedies of the First Lien Bank Lenders and First Lien Noteholders.

15. ~~Notwithstanding anything~~ Subject to the ~~contrary~~ limitations set forth herein, the Debtors are authorized to continue, on a postpetition basis only, all Intercompany Transactions arising from or related to the operation of their business in the ordinary course; provided, however, that for the avoidance of doubt, the Debtors ~~shall~~ will not be authorized by this Final Order to (a) directly or indirectly, make any distribution on account of an equity interest in the Debtors held by such non-Debtor affiliate or its beneficial owner ~~or;~~ and (b) undertake any ~~other~~ Intercompany Transaction that is not on the same terms as, or materially consistent with, the Debtors' operation of the business in the ordinary course during the prepetition period ~~;~~ provided further, that such authorization shall be subject to the notice and reporting requirements set forth in paragraphs 17, 18, 19, and 20 of this Final Order. All postpetition payments from a Debtor to another Debtor or to any non-Debtor affiliates under any postpetition Intercompany Transactions authorized hereunder are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code ~~;~~ provided, however, notwithstanding anything herein to the contrary, any postpetition Intercompany Claims held by a direct or indirect subsidiary of CEOC that is also a Debtor in these chapter 11 cases (each, a "Subsidiary Debtor") against CEOC that arise from cash transfers from such Subsidiary Debtor to CEOC pursuant to this Final Order will have superpriority administrative expense status under section 507(b) of the Bankruptcy Code that shall rank senior to the Superpriority Claims (as defined in the final cash collateral order entered in these chapter 11 cases, the "Cash Collateral Order") against CEOC but junior and subordinate to the Carve Out and Adequate Protection Payments (each as defined in

the Cash Collateral Order); provided that any administrative expense claim granted to any Subsidiary Debtor under this paragraph 15 shall be determined pursuant to further order of the Court, upon notice and a hearing, and after taking into account netting and any net benefit conferred upon such Subsidiary Debtor and CEOC.

~~15.16.~~ In connection with the Intercompany Transactions, the Debtors shall will continue to maintain current records with respect to all transfers of cash so that all Intercompany Transactions may be readily ~~ascertained, traced, and properly recorded on intercompany accounts~~ ascertainable, traced, and properly recorded on intercompany accounts. Additionally, the Debtors will: (a) maintain accurate records of any postpetition Intercompany Transactions and netting or cash settlement of Intercompany Claims that occur during the chapter 11 cases so that all such transactions may be readily ascertained, traced, recorded, and accounted for; (b) implement accounting procedures to identify and distinguish between prepetition and postpetition Intercompany Transactions and netting or cash settlement of Intercompany Claims and to track postpetition Intercompany Transactions and netting or cash settlement of Intercompany Claims; and (c) except as permitted pursuant to the relief granted in connection with the the first day motions [Docket Nos. 7, 9, 10, 11, 12, 13, 14, and 15], neither of proviso (a) or (b) shall permit the settlement of prepetition Intercompany Claims between Debtors and non-Debtors; provided that nothing in this paragraph 16 shall relieve the Debtors of the notice and reporting requirements set forth in paragraphs 17, 18, 19, and 20 of this Final Order. The information and records described in this paragraph 16 shall be made available to the advisors to the UCC, any other statutory committee appointed in these chapter 11 cases, the 10.75% Notes Trustee, and the First Lien Professionals upon request subject to reasonable notice.

17. The Debtors will use commercially reasonable best efforts to provide the advisors to the UCC, any other statutory committee appointed in these chapter 11 cases, the 10.75% Notes Trustee, and the First Lien Professionals seven (7) business days' advance notice of the following:

- (a) cash payments for any non-routine payments to any non-Debtor (including affiliates and joint venture entities other than CES) in excess of \$2 million on an individual basis, provided that routine payments include, without limitation, the Octavius lease payments, contractual management fees, and payments relating to Total Rewards® and other customer programs;
- (b) deviations to the Debtors' allocated portion of CES's capital expenditures in an amount greater than \$2 million per month on an individual basis,
- (c) any new allocations to the Debtors of CES's capital expenditures in an amount greater than \$5 million on an individual basis, provided that if such notice is not given seven (7) business days prior to the new allocation, the Debtors shall provide seven (7) business days' notice to each notice party prior to any payments being made on account of such allocations;
- (d) direct or indirect dividends, intercompany investments in, or equity contributions to, any non-Debtor subsidiaries or affiliates (including any joint venture entities) in excess of \$2 million on an individual basis;
- (e) any advances under any prepetition or postpetition financing agreements pursuant to which the Debtor is a lender and a non-Debtor (including joint venture entities) is a borrower in excess of \$2 million on an individual basis;
- (f) repayment of any obligations under any prepetition or postpetition financing arrangements pursuant to which the Debtor is a borrower and a non-Debtor is a lender in excess of \$2 million on an individual basis, provided that, for the avoidance of doubt, such notice does not apply to the ordinary course debiting and crediting reconciliation process; and
- (g) acceleration of any standard payment terms to non-Debtors affiliates and subsidiaries.

18. As soon as practical after each month-end, but in no event later than thirty (30) days after month-end (or forty-five (45) days for quarter-end periods), the Debtors



will provide the advisors to the UCC, any other statutory committee appointed in these chapter 11 cases, the 10.75% Notes Trustee, and the First Lien Professionals:

- (a) monthly schedules of all intercompany balances (consistent with current books and records) that involve at least one Debtor entity;
- (b) monthly Total Rewards® liability balances on a property-to-property basis; and
- (c) monthly domestic and foreign Bank Account cash balances of each Debtor that has cash and the identification of the level of Cage Cash at each Debtor, provided further, that estimated foreign Bank Account cash balances will be provided if such actual cash balances are not available within thirty (30) days of month-end or forty-five (45) days of quarter-end.

19. The Debtors will provide counsel to the UCC, any other statutory committee appointed in these chapter 11 cases, the 10.75% Notes Trustee, and the First Lien Professionals with seven (7) days' notice prior to implementing any material change in the methodologies employed under the shared services agreements with CES or any other Debtor or non-Debtor resulting in an adverse impact of greater than \$1 million per month to the Debtors.

20. The Debtors will not implement material changes to the Cash Management System without seven (7) days' prior notice to the advisors to the UCC, any other statutory committee appointed in these chapter 11 cases, the 10.75% Notes Trustee, and the First Lien Professionals. The rights of such parties in interest to seek relief from the court with respect to any material changes to the Cash Management System are reserved.

21. The Debtors and all parties in interest reserve all rights with respect to any Debtor's prepetition transfers or postpetition transfers not consistent with this Final Order.

~~16.22.~~ As soon as practicable after entry of this Final Order, the Debtors shall~~will~~ serve a copy of this Final Order on the Banks.

~~17.23.~~ 23. Notwithstanding the relief granted in this Final Order ~~and~~, any actions taken pursuant to such relief, and any prepetition policy, internal agreement, or agreement among the Debtors (including any shared services agreement or allocation methodologies contained therein), nothing in this Final Order shall be deemed: constitutes (including, in each instance, with respect to any shared services agreement among the Debtors and non-Debtors): (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of ~~the Debtors'~~ any party's right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) ~~an~~ an implication or admission that any particular claim is of a type specified or defined in this Final Order or the Motion; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; ~~or (f) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable law~~ (it being understood that any such request or authorization, if any, shall be the subject of a separate order of the Court, upon notice and a hearing); or (f) a waiver of any party in interest's rights under the Bankruptcy Code or any other applicable law, including with respect to disputes or causes of actions that any Debtor may have against another Debtor or non-Debtor or any disputes with respect to administrative expense priority for any claims arising pursuant to any shared services agreement. Payments made on account of Intercompany Transactions made pursuant to this Final Order will not be construed as an admission as to the validity or amount of any claim or a waiver of any party in interest's rights to subsequently dispute such claim, including with respect to the allocations set forth in any shared services agreement.

24. Notwithstanding anything to the contrary herein, nothing in this Final Order will impact or prejudice the ability of any party to challenge, avoid, unwind, recharacterize, or assert

any other claim or cause of action with respect to any Intercompany Transactions, including, without limitation, any intercompany allocation methodologies.

25. Nothing in this Final Order or authorized hereby will be construed to create or perfect in favor of any person or entity any interest in cash of a Debtor that did not exist as of the Petition Date, and nothing herein or authorized hereby shall result in the loss of a perfected lien that existed on or after the Petition Date, except as otherwise provided in the Bankruptcy Code.

26. Notwithstanding anything contained herein to the contrary, no payments or distributions shall be made to the Sponsors (as defined in the Memorandum in Support of Chapter 11 Petitions, filed on January 15, 2015 [Docket No. 4]). For the avoidance of doubt, this paragraph 26 does not preclude the Debtors from making ordinary course expense reimbursements to any directors who serve on any board of directors of the Debtors.

~~18.27.~~ Notwithstanding anything to the contrary contained herein, the relief granted in this Final Order and any payment to be made hereunder ~~shall be~~is subject to the terms of any orders granting the use of cash collateral approved by this Court in these chapter 11 cases (including with respect to any budgets governing or relating to such use), and to the extent there is any inconsistency between the terms of such cash collateral orders and any action taken or proposed to be taken hereunder, the terms of such cash collateral orders ~~shall~~will control.

~~19.28.~~ Notice of the Motion as provided therein ~~shall be deemed good and~~is sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

~~20.~~29. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

~~21. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.~~

~~22. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.~~

Dated: \_\_\_\_\_, 2015  
Chicago, Illinois

\_\_\_\_\_  
The Honorable A. Benjamin Goldgar  
United States Bankruptcy Judge

**EXHIBIT 1**

**The Cash Management System Flow of Funds**

**EXHIBIT 2**

**Bank Accounts**

**Bank Accounts**

<b>Account</b>	<b>Entity</b>	<b>Description</b>	<b>Bank</b>
xxxxxx3044	3535 LV Corp	Depository	<b>Wells Fargo</b>
xxxxxx3101	3535 LV Corp	Guaranteed Check	<b>Wells Fargo</b>
xxxxxxxx3841	3535 LV Corp	Parimutuel	<b>Bank of America</b>
xxxxxxxx3854	3535 LV Corp	Parimutuel	<b>Bank of America</b>
xxxxxxxx8295	3535 LV Corp	Cage Account	<b>Wells Fargo</b>
xxxxxxxx2722	Bally's Park Place, Inc.	Accounts Payable	<b>Wells Fargo</b>
xxxxxx4371	Bally's Park Place, Inc.	Concentration	<b>Wells Fargo</b>
xxxxxxxx1972	Bally's Park Place, Inc.	Depository	<b>Wells Fargo</b>
xxxxxxxx2025	Bally's Park Place, Inc.	Jackpot checks	<b>Wells Fargo</b>
xxxxxxxx1993	Bally's Park Place, Inc.	Lottery	<b>Wells Fargo</b>
xxxxxxxx1016	Benco Inc.	Mexican Peso Account	<b>Bank of America</b>
xxxxx0209	Benco Inc.	U.S Dollar Account	<b>Bank of America</b>
xxxxx8615	Biloxi Hammond, LLC	Depository	<b>First Tennessee</b>
xxxxxxxx7442	BL Development Corporation	Guaranteed Check	<b>First Tennessee</b>
xxxxxxxx7505	BL Development Corporation	Credit Card	<b>First Tennessee</b>
xxxxxxxx7512	BL Development Corporation	Depository	<b>First Tennessee</b>
xxxxxxxx4542	BL Development Corporation	Jackpot checks	<b>Wells Fargo</b>
xxxxxx4405	BL Development Corporation	Concentration	<b>Wells Fargo</b>
xxxxxxxx9667	Boardwalk Regency Corporation	AC Jackpot checks	<b>Wells Fargo</b>
xxxxxxxx2308	Boardwalk Regency Corporation	Accounts Payable	<b>Wells Fargo</b>

<b>Account</b>	<b>Entity</b>	<b>Description</b>	<b>Bank</b>
xxxxxx4835	Boardwalk Regency Corporation	Concentration	<b>Wells Fargo</b>
xxxxxxxx7152	Boardwalk Regency Corporation	Depository	<b>Wells Fargo</b>
xxxxxx7881	Caesars Entertainment Golf, Inc.	Depository	<b>Wells Fargo</b>
xxxxxxxx4903	Caesars Entertainment Operating Company, Inc.	A/P	<b>Wells Fargo</b>
xxxx0966	Caesars Entertainment Operating Company, Inc.	Cigna Disability	<b>Citibank</b>
xxxxx9138	Caesars Entertainment Operating Company, Inc.	Cigna ASO	<b>Chase</b>
xxxxx9146	Caesars Entertainment Operating Company, Inc.	Cigna FSA/HRA	<b>Chase</b>
xxxxxx9832	Caesars Entertainment Operating Company, Inc.	Collateral Account	<b>Wells Fargo</b>
xxxxxx6759	Caesars Entertainment Operating Company, Inc.	Concentration Account	<b>Wells Fargo</b>
xxxxx4564	Caesars Entertainment Operating Company, Inc.	Concentration	<b>Bank of America</b>
xxxxxxxx1900	Caesars Entertainment Operating Company, Inc.	Concentration	<b>First Tennessee</b>
xxxxxxxx4436	Caesars Entertainment Operating Company, Inc.	Concentration	<b>US Bank</b>
xxxxxx6448	Caesars Entertainment Operating Company, Inc.	Concentration	<b>Wells Fargo</b>
xxxxxx9744	Caesars Entertainment Operating Company, Inc.	Concentration	<b>Wells Fargo</b>
xxxx4618	Caesars Entertainment Operating Company, Inc.	Insurance Claims	<b>Chase</b>
xxxxx4159	Caesars Entertainment Operating Company, Inc.	CEI MetLife Dental	<b>Chase</b>
xxxxxxxx7888	Caesars Entertainment Operating Company, Inc.	Master Funding	<b>Wells Fargo</b>



<b>Account</b>	<b>Entity</b>	<b>Description</b>	<b>Bank</b>
xxxxxxxx8113	Caesars Entertainment Operating Company, Inc.	Funding (closing)	<b>Wells Fargo</b>
xxxxxxxx8090	Caesars Entertainment Operating Company, Inc.	Funding (closing)	<b>Wells Fargo</b>
xxxxx3243	Caesars Entertainment Operating Company, Inc.	Parimutuel	<b>Bank of America</b>
xxxxx3250	Caesars Entertainment Operating Company, Inc.	Parimutuel	<b>Bank of America</b>
xxxxxxxx4916	Caesars Entertainment Operating Company, Inc.	Payroll	<b>Wells Fargo</b>
xxxxxx9580	Caesars Entertainment Operating Company, Inc.	Multi Currency (HKD)	<b>Wells Fargo</b>
xxxxxx9598	Caesars Entertainment Operating Company, Inc.	Multi Currency (USD)	<b>Wells Fargo</b>
xxxx9500	Caesars Entertainment Operating Company, Inc.	EDCP, Escrow, (Investment)	<b>Wells Fargo</b>
xxxx9501	Caesars Entertainment Operating Company, Inc.	EDCP, Escrow, (Investment)	<b>Wells Fargo</b>
xxxx9502	Caesars Entertainment Operating Company, Inc.	EDCP, Escrow, (Investment)	<b>Wells Fargo</b>
xxxx9504	Caesars Entertainment Operating Company, Inc.	EDCP, Escrow, (Investment)	<b>Wells Fargo</b>
xxxxx2633	Caesars Entertainment Operating Company, Inc.	Harrah's Reno Pari Mutual Betting	<b>Bank of America</b>
xxxxx2617	Caesars Entertainment Operating Company, Inc.	Harrah's Reno Pari Mutual Holding	<b>Bank of America</b>
xxxxx4446	Caesars Entertainment Operating Company, Inc.	Cigna Regular Medical Claims	<b>Chase</b>
xxxxxx6422	Caesars Entertainment Operating Company, Inc.	Depository	<b>Wells Fargo</b>
xxxxxx6430	Caesars Entertainment Operating Company, Inc.	Depository	<b>Wells Fargo</b>
<a href="#"><u>xxxxxxxx6866</u></a>	<a href="#"><u>Caesars Entertainment Operating Company, Inc.</u></a>	<a href="#"><u>Collection Account</u></a>	<a href="#"><u>US Bank</u></a>

Account	Entity	Description	Bank
xxxx0620	Caesars Entertainment Operating Company, Inc.	Pitney Bowes Reserve Account	<b>The Pitney Bowes Bank</b>
<del>xxxxxxxx7365</del>	<del>Caesars Operating Escrow LLC</del>	<del>Escrow</del>	<del>US Bank</del>
xxxxxxxx6915	Caesars Entertainment Windsor Limited	Depository	<b>Scotia Bank</b>
xxxxxx5727	Caesars Entertainment Windsor Limited	Depository	<b>Wells Fargo</b>
xxxxxxxx2517	Caesars Entertainment Windsor Limited	Operating (Canadian Dollar)	<b>CIBC</b>
xxxxxxxx2711	Caesars Entertainment Windsor Limited	Operating (U.S. Dollar)	<b>CIBC</b>
xxxxxx4850	Caesars Riverboat Casino, LLC	Concentration	<b>Wells Fargo</b>
xxxx6350	Caesars Riverboat Casino, LLC	Depository	<b>First Savings Bank</b>
xxxxx9637	Caesars Riverboat Casino, LLC	Depository	<b>Chase</b>
xxxxx9660	Caesars Riverboat Casino, LLC	Depository	<b>Chase</b>
xxxxxxxxxx8182	Caesars Riverboat Casino, LLC	Jackpot checks	<b>Wells Fargo</b>
xxxxxx2244	Caesars World Merchandising, Inc.	Depository	<b>Wells Fargo</b>
xxxxxx3310	Desert Palace Inc.	Credit Card	<b>Wells Fargo</b>
xxxxxx2285	Desert Palace Inc.	dba California Clearing	<b>Wells Fargo</b>
xxxxxx1421	Desert Palace Inc.	dba California Clearing (A/R Incoming/ Foreign Exchange)	<b>Bank of America</b>
xxxxx1321	Desert Palace Inc.	dba California Clearing (incoming wires/transmittals)	<b>Bank of America</b>
xxxxx1320	Desert Palace Inc.	dba California Clearing (Transmittals)	<b>Bank of America</b>
xxxxxx9765	Desert Palace Inc.	Dealer Tokens	<b>Wells Fargo</b>
xxxxxx3195	Desert Palace Inc.	Depository	<b>Wells Fargo</b>

<b>Account</b>	<b>Entity</b>	<b>Description</b>	<b>Bank</b>
xxxxxx8015	Desert Palace Inc.	Depository Incoming Wire	<b>Wells Fargo</b>
xxxxxx2915	Desert Palace Inc.	Jackpot checks	<b>Wells Fargo</b>
xxxxx1550	Desert Palace Inc.	Parimutuel	<b>Bank of America</b>
xxxxx5873	Desert Palace Inc.	Parimutuel	<b>Bank of America</b>
xxxxxxxxx8160	Desert Palace, Inc.	Certificate of Deposit	<b>Bank of America</b>
xxxxxxxxx0213	Desert Palace, Inc.	U.S. Dollar Account	<b>Scotia Bank</b>
xxxxxxxxx0039	Desert Palace, Inc.	Taiwanese Dollar Account	<b>Bank of America</b>
xxxxxxxxx0055	Desert Palace, Inc.	U.S. Dollar Account	<b>Bank of America</b>
xxxxxxxxx9033	Desert Palace, Inc.	Taiwanese Dollar Account	<b>Bank of America</b>
xxx8929	Desert Palace, Inc.	Yen Account	<b>Mizuho</b>
xxx0484	Desert Palace, Inc.	U.S. Dollar Account	<b>Mizuho</b>
xxx0938	Grand Casinos of Biloxi, LLC	Depository	<b>Peoples Bank</b>
xxx8557	Grand Casinos of Biloxi, LLC	Grand Bear Depository	<b>Peoples Bank</b>
xxxxxxxxx4555	Grand Casinos of Biloxi, LLC	Grand Casino Biloxi Jackpot checks / AP/ Payroll	<b>Wells Fargo</b>
xxxxx7389	Harras's Bossier City Investment Company, LLC	Depository	<b>Capital One</b>
xxxxx7397	Harras's Bossier City Investment Company, LLC	Depository	<b>Capital One</b>
xxxxx7672	Harras's Bossier City Investment Company, LLC	Gaming Tax	<b>Capital One</b>
xxxxxxxxx1276	Harras's Bossier City Investment Company, LLC	Jackpot checks	<b>Wells Fargo</b>

<b>Account</b>	<b>Entity</b>	<b>Description</b>	<b>Bank</b>
xxxxx2534	Harrah's Bossier City Investment Company, LLC	Outstanding Parimutuels Ticket	<b>Capital One</b>
xxxxx7400	Harrah's Bossier City Investment Company, LLC	Petty Cash	<b>Capital One</b>
xxxxx7699	Harrah's Bossier City Investment Company, LLC	Quarter Horse Control	<b>Capital One</b>
xxxxxx1925	Harrah's Bossier City Investment Company, LLC	Quarter Horse Purse Escrow	<b>Capital One</b>
xxxxx7753	Harrah's Bossier City Investment Company, LLC	Revenue Control Acct.	<b>Capital One</b>
xxxxx7680	Harrah's Bossier City Investment Company, LLC	Thoroughbred Control Acct.	<b>Capital One</b>
xxxxx2966	Harrah's Bossier City Investment Company, LLC	Video Poker Commercial Checking Sweep	<b>Capital One</b>
xxxxxxxxx5340	Harrah's Illinois Corporation	Depository	<b>First Midwest</b>
xxxxxx9805	Harrah's Illinois Corporation	Depository	<b>First Midwest</b>
xxxxxxxxx1263	Harrah's Illinois Corporation	Jackpot checks	<b>Wells Fargo</b>
xxxxxx5359	Harrah's Illinois Corporation	Toke deposit	<b>First Midwest</b>
xxxxxx1186	Harrah's North Kansas City, LLC	Depository	<b>Bank of America</b>
xxxxxx2682	Harrah's North Kansas City, LLC	Depository	<b>Bank of America</b>
xxxxxx0954	Harrah's North Kansas City, LLC	Gaming Tax	<b>Bank of America</b>
xxxxxxxxx1292	Harrah's North Kansas City, LLC	Jackpot checks	<b>Wells Fargo</b>
xxxxxxxxx8203	Harrah's North Kansas City, LLC	A/P	<b>Wells Fargo</b>
xxxxxxxxx8193	Harrah's North Kansas City, LLC	Payroll	<b>Wells Fargo</b>
xxxxxx1350	Harrah's North Kansas City, LLC	Reserve account	<b>Bank of America</b>
xxxxxxxxx6570	Harvey's BR Management Company, Inc.	Depository	<b>US Bank</b>

<b>Account</b>	<b>Entity</b>	<b>Description</b>	<b>Bank</b>
xxxxxxxx1331	Harvey's BR Management Company, Inc.	Jackpot checks	<b>Wells Fargo</b>
xxxxxxxx1372	Harvey's BR Management Company, Inc.	Purse	<b>US Bank</b>
xxxxxxxx0191	Harvey's BR Management Company, Inc.	Returns Account	<b>US Bank</b>
xxxxxx7752	Harvey's Iowa Management Company, Inc.	Depository	<b>Wells Fargo</b>
xxxxxx8833	Harvey's Iowa Management Company, Inc.	Depository	<b>US Bank</b>
xxxxxxxx0879	Harvey's Iowa Management Company, Inc.	Jackpot checks	<b>Wells Fargo</b>
xxxxxx3833	Harvey's Tahoe Management Company, Inc.	Depository	<b>Wells Fargo</b>
xxxxxx6706	Harvey's Tahoe Management Company, Inc.	Depository	<b>Wells Fargo</b>
xxxxxx6714	Harvey's Tahoe Management Company, Inc.	Depository	<b>Wells Fargo</b>
xxxxxx3751	Harvey's Tahoe Management Company, Inc.	Depository	<b>Wells Fargo</b>
xxxxxxxx4204	Harvey's Tahoe Management Company, Inc.	Exchange	<b>Wells Fargo</b>
xxxxxxxx8828	Harvey's Tahoe Management Company, Inc.	Jackpot checks	<b>Wells Fargo</b>
xxxxxx2337	Hole In The Wall LLC	Depository	<b>Bank of America</b>
xxxxxx2340	Hole In The Wall LLC	Depository	<b>Bank of America</b>
xxx2119	Horseshoe Entertainment	Depository	<b>Capital One</b>
xxxxx7451	Horseshoe Entertainment	Depository	<b>Capital One</b>
xxxxx7535	Horseshoe Entertainment	Depository	<b>Capital One</b>
xxxxxxxx1234	Horseshoe Entertainment	Jackpot checks	<b>Wells Fargo</b>
xxx2720	Horseshoe Entertainment	Patron Incoming Wires	<b>Capital One</b>

<b>Account</b>	<b>Entity</b>	<b>Description</b>	<b>Bank</b>
xxxxxxxx4049	Horseshoe Entertainment	Petty Cash	<b>Wells Fargo</b>
xxxxx9091	Horseshoe Entertainment	Ryeco	<b>Capital One</b>
xxx8468	Horseshoe Hammond, LLC	Credit Card	<b>BMO Harris Bank</b>
xxx3915	Horseshoe Hammond, LLC	Depository	<b>BMO Harris Bank</b>
xxx1015	Horseshoe Hammond, LLC	Depository	<b>BMO Harris Bank</b>
xxxxxxxx5406	Horseshoe Hammond, LLC	Jackpot checks	<b>Wells Fargo</b>
xxxx7756	Parball Corp	Depository	<b>Bank of America</b>
xxxxxx4306	Parball Corp	Depository	<b>Wells Fargo</b>
xxxxxxxx0999	Parball Corp	Cage Account	<b>Wells Fargo</b>
xxxxx5840	Parball Corp	Parimutuel	<b>Bank of America</b>
xxxxx1741	Parball Corp	Parimutuel	<b>Bank of America</b>
xxxxxx3319	PHW Las Vegas LLC	Merchant Account	<b>Wells Fargo</b>
xxxxxx3335	PHW Las Vegas LLC	Cage Account	<b>Wells Fargo</b>
xxxxxx3301	PHW Las Vegas LLC	Collection Account	<b>Wells Fargo</b>
xxxxxx3277	PHW Las Vegas LLC	Disbursement Account	<b>Wells Fargo</b>
xxxxxx3285	PHW Las Vegas LLC	AP Account	<b>Wells Fargo</b>
xxxxxx3293	PHW Las Vegas LLC	Payroll Account	<b>Wells Fargo</b>
xxxxxx4267	PHW Manager LLC	General Account	<b>Wells Fargo</b>
xxxxxx4275	PHW Manager LLC	AP Account	<b>Wells Fargo</b>
xxxxxx4291	PHW Manager LLC	Merchant Account	<b>Wells Fargo</b>
xxxxxx0352	Players Bluegrass Downs, Inc.	Bluegrass Downs	<b>US Bank</b>

<b>Account</b>	<b>Entity</b>	<b>Description</b>	<b>Bank</b>
xxxxxx1049	Players Bluegrass Downs, Inc.	Bluegrass Downs General Operating Account	<b>US Bank</b>
xxxxxx3209	Players Bluegrass Downs, Inc.	Bluegrass Downs Horsemans Book	<b>US Bank</b>
xxxxxx0360	Players Bluegrass Downs, Inc.	Bluegrass Downs Special Account	<b>US Bank</b>
xxxxxxxx8037	Robinson Property Group Corporation	Credit Cards	<b>First Tennessee</b>
xxxxxxxx7953	Robinson Property Group Corporation	Depository	<b>First Tennessee</b>
xxxxxxxx8044	Robinson Property Group Corporation	Depository	<b>First Tennessee</b>
xxxxxxxx8051	Robinson Property Group Corporation	Depository	<b>First Tennessee</b>
xxxxxxxx9072	Robinson Property Group Corporation	Jackpot checks	<b>Wells Fargo</b>
xxxxxxxx3073	Showboat Atlantic City Operating Company, LLC	Accounts Payable	<b>Wells Fargo</b>
xxxxxxxx3060	Showboat Atlantic City Operating Company, LLC	Jackpot checks	<b>Wells Fargo</b>
xxxxxx7016	Showboat Atlantic City Operating Company, LLC	Concentration	<b>Bank of America</b>
xxxxxx1132	Showboat Atlantic City Operating Company, LLC	Telecheck	<b>Bank of America</b>
xxxxxx2580	Southern Illinois Riverboat Casino Cruises, Inc.	Depository	<b>US Bank</b>
xxxxxxxx1959	Southern Illinois Riverboat Casino Cruises, Inc.	Jackpot checks	<b>Wells Fargo</b>
xxxxxx4843	Tunica Roadhouse Corporation	Concentration	<b>Wells Fargo</b>
xxxxxxxx7608	Tunica Roadhouse Corporation	Depository	<b>First Tennessee</b>
xxxxxxxx7708	Tunica Roadhouse Corporation	Jackpot checks	<b>Wells Fargo</b>