

Prepared by & when recorded, return to:

Kirkland & Ellis LLP
300 N LaSalle
Chicago, IL 606054
Attn: Michael Shultz, Esq.

**RELEASE – SATISFACTION – DISCHARGE – TERMINATION;
SUBSTITUTION OF TRUSTEE & FULL RECONVEYANCE;
REQUEST FOR CANCELLATION OF MORTGAGE OR PRIVILEGE**

THIS RELEASE – SATISFACTION – DISCHARGE – TERMINATION; SUBSTITUTION OF TRUSTEE & FULL RECONVEYANCE; REQUEST FOR CANCELLATION OF MORTGAGE OR PRIVILEGE (this “**Release**”) is executed and made as of October 6, 2017 by U.S. BANK NATIONAL ASSOCIATION, in its capacity as Collateral Agent (in such capacity, “**Lender**”), having an address at 60 Livingston Avenue, St. Paul, MN 55107.

RECITALS

A. Lender is secured party or beneficiary with respect to those security instruments identified on **EXHIBIT A** hereto, as same may have been amended (hereinafter referred to individually as a “**Security Instrument**” and collectively as the “**Security Instruments**”) encumbering the premises described therein (the “**Premises**”).

B. As to any Security Instrument which is a deed of trust and where the beneficiary thereunder is a federal or state chartered bank, the undersigned, in its capacity as beneficiary, does hereby appoint and substitute itself as trustee thereunder.

C. Commencing on January 15, 2015 and continuing thereafter, Caesars Entertainment Operating Company, Inc., a Delaware corporation, and certain of its direct and indirect subsidiaries (collectively, the “**Debtors**”) filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Illinois (the “**Bankruptcy Court**”), jointly administered under Case No. 15-01145, and the Bankruptcy Court has confirmed the “**Debtors’ Third Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code**” (as it may be altered, amended, modified, or supplemented from time to time in accordance with the terms of Article X thereof, the “**Bankruptcy Plan**”).

D. Pursuant to the Bankruptcy Plan, as of the date hereof, the indebtedness secured by the Security Instruments is discharged and the liens of the Security Instruments are released.

E. In accordance with the Bankruptcy Plan, Lender desires to execute and record this Release to evidence the discharge of the liens of the Security Instruments.

RELEASE

NOW THEREFORE, in consideration of the sum of \$1 and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Lender does hereby confirm that the indebtedness secured by each Security Instrument has been discharged, and the undersigned does hereby (a) remise, release, quitclaim, grant and reconvey without warranty unto the person or persons legally entitled thereto the Premises encumbered by each Security Instrument, (b) confirm that each Security Instrument is canceled, satisfied in full, discharged, terminated and of no further force and effect, (c) release the Premises from the lien and effect of each Security Instrument, as well as any related security instruments, including, but not limited to, any assignment of leases and rents, financing statements (and though not mandatory, further authorizes the filing of a UCC Financing Statement Amendment, terminating any UCC Financing Statement that was filed as a fixture filing in order to perfect the security interests in fixtures and personal property created by any Security Instrument) or any other instruments evidencing collateral given in connection with the loan, and (d) request and authorize the recording clerk to enter satisfaction of, and cancel of record, each Security Instrument. This Release is given without any recourse, representation or warranty.

[Remainder of page intentionally blank; signatures on following page]

IN WITNESS WHEREOF the undersigned, has duly executed, acknowledged and delivered this RELEASE – SATISFACTION – DISCHARGE – TERMINATION; SUBSTITUTION OF TRUSTEE & FULL RECONVEYANCE; REQUEST FOR CANCELLATION OF MORTGAGE OR PRIVILEGE as of the day and year first above written.

LENDER:

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent



By:

Name: Stephen Rivero
Title: Vice President

The following acknowledgment page, including notary execution, is hereby incorporated by reference into this page as if set forth hereon in its entirety.

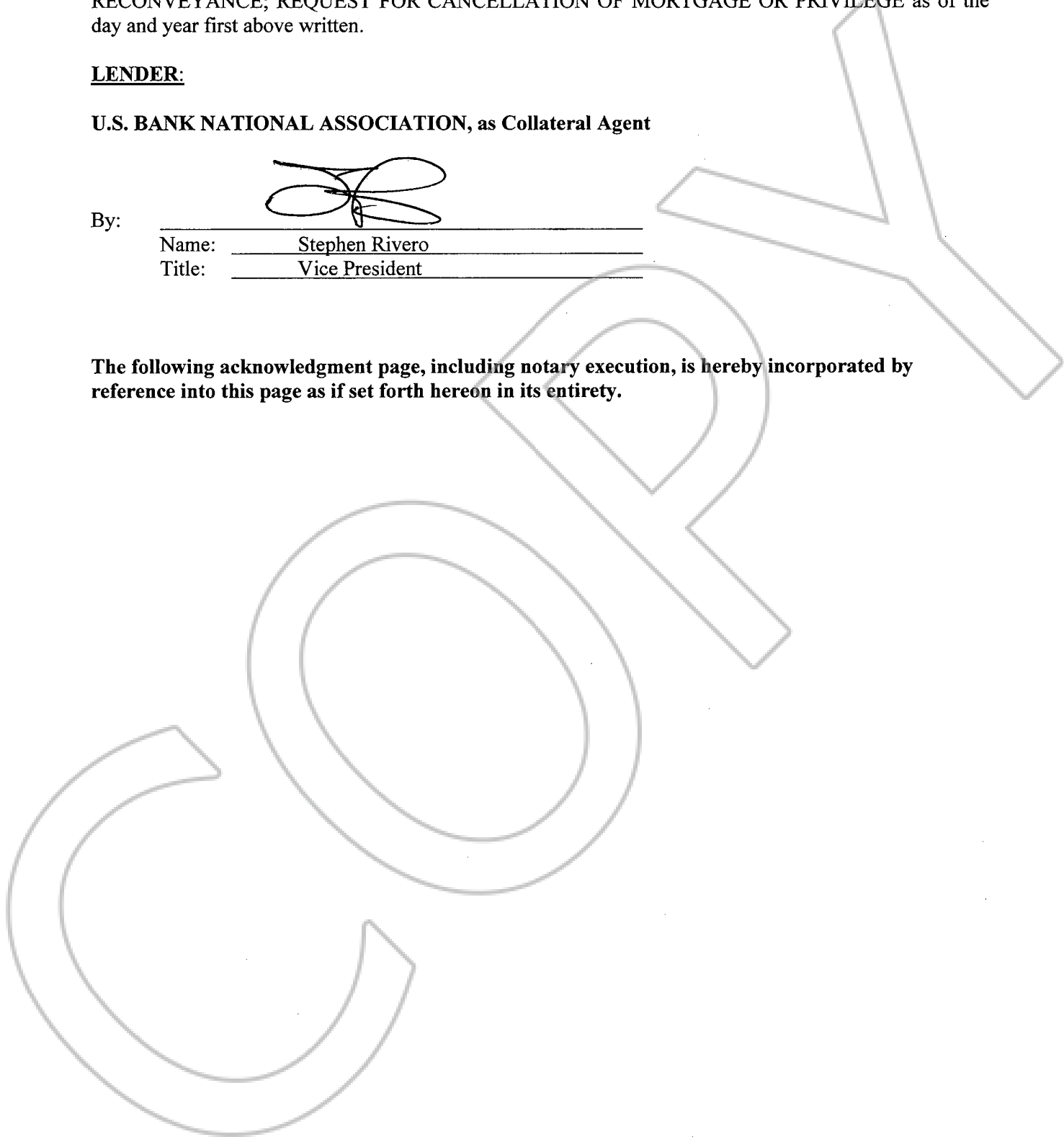


EXHIBIT-A
Security Instruments

The following is/are recorded in the public records of County of Douglas, State of Nevada:

Second Lien Deed of Trust, Security Agreement, Assignment of Rents and Leases and Future Filing, dated December 24, 2008, from Harvey's Tahoe Management Company, Inc., to: Ticor Title Company of Nevada, Inc., for the benefit of: U.S. Bank National Association, as Collateral Agent, Recording Date: December 30, 2008 Recording No: Book 1208, Page 5386, as Document No. 735098, Official Records

First Amendment to Second Lien Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated April 15, 2009, from Harvey's Tahoe Management Company, Inc., to Ticor Title Company of Nevada, Inc., as Trustee for U.S. Bank National Association, as Collateral Agent Recording Date: April 16, 2009 Recording No: Book 409, Page 4131, as Document No. 741446, Official Records

