AMENDED AND RESTATED COOPERATION AGREEMENT

This Amended and Restated Cooperation Agreement (as amended, supplemented, amended and restated or otherwise modified from time to time, this “Agreement”), dated as of August 3, 2016, is entered into by and among the Second Priority Noteholders (as defined herein) and/or their investment advisors or managers identified on the signature pages hereto (each such Second Priority Noteholders, an “Initial Cooperating Noteholder”, and collectively with such additional Second Priority Noteholders that so execute this Agreement after the Effective Date (as hereafter defined), the “Cooperating Noteholders”). Each of the Cooperating Noteholders and their respective successors and assigns is also referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, pursuant to the Indenture, dated as of December 24, 2008, as amended by the First Supplemental Indenture, dated as of July 22, 2009, and the Second Supplemental Indenture, dated as of April 12, 2013 (as so amended, the “2008 Indenture”), between Caesars Entertainment Operating Company, Inc. (f/k/a Harrah’s Operating Company) (“CEOC”), Caesars Entertainment Corporation, Inc. (f/k/a Harrah’s Entertainment, Inc.) (“CEC”, and together with its subsidiaries and affiliates and CEOC, the “Company”), as Parent Guarantor, and U.S. Bank National Association, as former trustee, CEOC issued 10.00% Second-Priority Senior Secured Notes due 2018 and 10.00% Second-Priority Senior Secured Notes due 2015 (the “2008 Notes”);

WHEREAS, pursuant to the Indenture, dated as of April 15, 2009, as amended by the First Supplemental Indenture, dated as of May 18, 2009, and the Second Supplemental Indenture, dated as of April 12, 2013 between CEOC, as issuer, CEC, as Parent Guarantor, and U.S. Bank National Association, as former trustee (as so amended, the “2009 Indenture”), CEOC issued 10.00% Second-Priority Senior Secured Notes due 2018 (the “2009 Notes”);

WHEREAS, pursuant to the Indenture, dated as of April 16, 2010, as amended by the Supplemental Indenture, dated as of May 20, 2010 and the Second Supplemental Indenture, dated as of April 12, 2013, between CEOC, as issuer, CEC, as Parent Guarantor, and U.S. Bank National Association, as former trustee (as so amended, the “2010 Indenture” and together with the 2008 Indenture and the 2009 Indenture, the “Second Priority Note Indentures”), CEOC issued 12.75% Second-Priority Senior Secured Notes due 2018 (the “2010 Notes” and together with the 2008 Notes and the 2009 Notes, the “Second Priority Notes”);


WHEREAS, on January 15, 2015, CEOC and certain of its subsidiaries (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code in the Northern District of Illinois (the “Bankruptcy Court”);
WHEREAS, on February 5, 2015, the Office of the United States Trustee formed the Official Committee of Second Priority Noteholders (the “Noteholder Committee”) in the cases of the Debtors (the “Bankruptcy Cases”);

WHEREAS, on June 29, 2016, the Bankruptcy Court entered an order approving a Disclosure Statement with respect to the Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 4218] (the “Plan”);

WHEREAS, on July 5, 2016, certain holders of Second Priority Notes entered into a Cooperation Agreement whereby they each agreed to vote to reject the Plan (the “Original Cooperation Agreement”).

WHEREAS, on July 31, 2016, CEOC and CEC entered into a Restructuring Support and Forbearance Agreement with certain holders of Second Priority Notes, which was attached as an exhibit to an 8-k filed by CEC on August 1, 2016 (the “2L RSA”);

WHEREAS, the Parties support the Noteholder Committee’s efforts to negotiate a settlement in the Bankruptcy Cases on behalf of holders of Second Priority Notes;

NOW THEREFORE, in consideration of the foregoing recitals, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

Section 1. Agreement of the Cooperating Noteholders.

The Original Cooperation Agreement is hereby amended and restated as set forth in this Agreement. For so long as this Agreement remains in effect and subject to Section 3 hereof, each Party hereby agrees that, during the period commencing with the Effective Date (as defined herein) until the date a Termination Event (as defined herein) first occurs (the “Cooperation Period”) or until the date such Party otherwise ceases to be a Party hereto in accordance with the terms of this Agreement, such Party shall (a) vote to reject the Plan, when properly solicited to do so under the Bankruptcy Code, all Second Priority Notes now or hereafter beneficially owned by it or for which it now or hereafter serves as nominee, investment manager, or advisor for beneficial holders of Second Priority Notes (and not withdraw or revoke its vote with respect to the Plan), and (b) not enter into, execute, or otherwise agree to be bound by the 2L RSA. This Section 1 shall only apply to the Plan and the 2L RSA, and nothing in this Agreement shall preclude any Party from voting in favor of any other amended plan of reorganization.

Section 2. Additional Agreements.

(a) For the duration of the Cooperation Period or until the date such Party otherwise ceases to be a Party in accordance with the express terms of this Agreement, and subject to any regulatory requirements governing any Party that would require such Party to sell its Second Priority Notes to any person who does not execute the Joinder (defined below), each Party agrees that it shall not, directly or indirectly:

(1) sell, loan, assign, transfer, hypothecate, tender or otherwise dispose of (including by participation) (any of the foregoing, a “Transfer”), in whole or in part, its right,
title or interest in any Second Priority Notes to the Company or any Affiliate (as defined herein) of the Company (including by the acceptance of an offer to repurchase, exchange or otherwise retire any of its Second Priority Notes by the Company or an Affiliate thereof); for purposes of this Agreement, an “Affiliate” of the Company shall mean any entity that owns, directly or indirectly, or is controlled directly or indirectly by an entity that owns, directly or indirectly, more than 10% of CEC’s common equity; or

(2) Transfer, in whole or in part, its right, title or interest in any Second Priority Notes, or grant any proxies, deposit any of its Second Priority Notes into a voting trust, or enter into a voting agreement with respect to any such Second Priority Notes, unless, prior to such Transfer (i) the transferee executes and delivers to Jones Day, for the benefit of the other Parties hereto, a joinder in the form attached hereto as Exhibit A (a “Joinder”) pursuant to which (among other things) such transferee agrees to be bound by this Agreement in its entirety (including with respect to all Second Priority Notes beneficially owned by such transferee or as to which it has investment authority or discretion as of the date of such Transfer or at any time after the date of such Transfer), and (ii) the transferor-Cooperating Noteholder provides written notice of such Transfer to Jones Day, together with a Joinder signed by the transferee; provided, however, that a Party may permit its prime broker to hold Second Priority Notes as part of a custodian arrangement whereby such Party retains all of its voting rights with respect to such Second Priority Notes during the Cooperation Period. Upon compliance with the foregoing, (x) the transferee shall be deemed to constitute a Cooperating Noteholder for all purposes of this Agreement, and (y) the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of such transferred rights and obligations. No Cooperating Noteholder may create or utilize any subsidiary or affiliate to acquire any Second Priority Notes without first causing such subsidiary or affiliate to agree to be bound by this Agreement in its entirety (including with respect to all Second Priority Notes beneficially owned by such subsidiary or affiliate).

(b) Any Transfer of any Second Priority Notes that does not comply with the terms and procedures set forth herein shall be deemed void ab initio, and each other Party shall have the right to enforce the voiding of such Transfer.

Notwithstanding the foregoing, a Qualified Marketmaker, acting solely in its capacity as such, that acquires any Second Priority Notes subject to this Agreement shall not be required to execute a Joinder or otherwise agree to be bound by the terms and conditions set forth herein if, and only if, such Qualified Marketmaker sells or assigns such Second Priority Notes Claim within ten (10) Business Days of its acquisition and the purchaser or assignee of such Senior Priority Notes is a Cooperating Noteholder or an entity that executes and provides a Joinder in accordance with the terms set forth herein; provided that if a Qualified Marketmaker, acting solely in its capacity as such, acquires Second Priority Notes from an entity who is not a Cooperating Noteholder with respect to such Second Priority Notes (collectively, “Qualified Unrestricted Claims”), such Qualified Marketmaker may Transfer any right, title or interest in such Qualified Unrestricted Claims without the requirement that the transferee execute a Joinder; provided further that any such Qualified Marketmaker that is a Party to this Agreement shall otherwise be subject to the terms and conditions of this Agreement with respect to Qualified Unrestricted Claims pending the completion of any such Transfer. A “Qualified Marketmaker” is an entity that holds itself out to the public or applicable private markets as standing ready in
the ordinary course of business to purchase from customers and sell to customers claims against the Company, in its capacity as a dealer or market maker in claims against the Company.

Section 3. **Noteholder Committee Fiduciary Obligations.**

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall otherwise require any Cooperating Noteholder who is a member of the Noteholder Committee, or its directors, officers, members or advisors, each acting in its capacity as directors, officers, members or advisors, to take any action or to refrain from taking any action in any manner that is inconsistent with its or their fiduciary obligations under applicable law arising from such Cooperating Noteholder’s membership on the Noteholder Committee (as reasonably determined by them in good faith).

Section 4. **Further Acquisition of CEOC Indebtedness.**

This Agreement shall in no way be construed to preclude any Cooperating Noteholder from acquiring for itself or on behalf of any funds or accounts managed by it additional CEOC Indebtedness; provided, however, that any additional Second Priority Notes so acquired shall automatically be subject to the terms of this Agreement.

Section 5. **Effectiveness.**

This Agreement shall become effective as of the date that holders of more than 50.1% of the outstanding principal amount of the Second Priority Notes execute this Agreement (the “Effective Date”), provided that as to any Cooperating Noteholders who are not Initial Cooperating Noteholders, this Agreement shall become effective on the date such new Cooperating Noteholder executes the Agreement.

Section 6. **Termination of the Parties’ Obligations.**

(a) Any Party that is not then in material breach of this Agreement (a “Terminating Noteholder”) may terminate its obligations under this Agreement by giving written notice to the other Parties and to Jones Day representing and certifying that it no longer beneficially owns or has investment authority or discretion over any Second Priority Notes as a result of a Transfer or series of Transfers made in compliance with all of the requirements of Section 2 of this Agreement. Effective as of the date of the notice issued in the immediately preceding sentence, the Terminating Noteholder’s obligations under this Agreement shall terminate (the “Final Termination Date”) and shall be of no further force and effect; provided, however, that nothing contained herein shall relieve the Terminating Noteholder from its obligations under Section 10 of this Agreement (which shall survive termination of this Agreement) or from liability for its breach or non-performance of any of its obligations hereunder prior to the Final Termination Date.

(b) This Agreement shall automatically terminate as to all Parties upon the earliest to occur of any of the following events (any such event, a “Termination Event”):

1. the filing of a voluntary petition under chapter 11 of the Bankruptcy Code by CEC;
(2) the issuance of a decision on the motions for summary judgment pending in BOKF, N.A. v. Caesars Entertainment Corporation, No. 15-cv-1561 (JSR), or Wilmington Savings Fund Society, FSB v. Caesars Entertainment Corporation, No. 10004-VCG (Del. Ch.); or

(3) October 31, 2016 (the “Outside Termination Date”).

Section 7. Effects of Termination.

Upon the occurrence of a Termination Event, this Agreement shall automatically terminate and shall be of no further force and effect and no Party shall have any continuing liability or obligation to any other Party hereunder and each Party shall have all of the rights and remedies available to it under applicable law and/or the Second Priority Note Indentures, and any ancillary documents or agreements thereto; provided, however, that no such termination shall relieve any Party from its obligations under Section 9 of this Agreement (which shall survive termination of this Agreement) or from liability for its breach or non-performance of any of its obligations hereunder prior to the Outside Termination Date or any other date of a Termination Event.

Section 8. Representations and Warranties.

Each Party (severally and not jointly) represents and warrants to the other Parties, only as to itself and not as to any of the other Parties, that the following statements are true and correct as of the date hereof with respect to such Party (or the date such Party becomes a party to this Agreement pursuant to Section 2 hereof):

(a) Power, Authority and Authorization. Each Party has the requisite corporate, limited liability company, limited partnership or similar power and authority to enter into this Agreement, on behalf of itself and the funds and accounts that it manages and advises, and perform all of such Party’s obligations under this Agreement, and the execution, delivery and performance of this Agreement by such Party, on behalf of itself and the funds and accounts that it manages and advises, have been duly authorized by all necessary corporate, limited liability company, limited partnership or similar action on the part of such Party, and the person executing this Agreement on behalf of such Party is duly authorized to do so on behalf of such Party and the funds and accounts that it manages and advises.

(b) No Conflicts. The execution, delivery and performance of this Agreement by a Party does not and shall not (i) violate any provision of law, rule or regulation applicable to it, any fund or account that it manages or advises, or the organizational documents for it or any fund or account that it manages or advises, or (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contractual obligations to which it, any fund or account that it manages or advises, or under the organizational documents for it or any fund or account that it manages or advises.

(c) Binding Obligation. This Agreement is a legally valid and binding obligation of such Party and the funds and accounts holding Second Priority Notes that it manages or advises, enforceable against it and such funds and accounts in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, regulatory requirements,
moratorium or other similar laws, both foreign and domestic, relating to or limiting creditors’
rights generally or by equitable principles relating to enforceability.

(d) **No Consent Required.** No material consent or approval of, or any registration or
filing with, any other person, entity, or organization is required for any Party, or any fund or
account that it manages or advises, to carry out the obligations contemplated by, and perform its
obligations under, this Agreement.

(e) **No Plan Support Agreement.** Each Party, and any fund or account that it manages
or advises, has not executed and is not a party to or bound by any agreement (including without
limitation any restructuring support agreement), understanding or commitment with any other
person or entity (including without limitation the Company) that requires such Party, or any fund
or account that it manages, to, with respect to any Second Priority Notes that it, or the funds or
accounts that it manages or advises, owns or holds, (i) vote to accept or reject any plan of
reorganization; (ii) support or oppose any plan of reorganization; or (iii) not seek, solicit,
support, consent to, vote for, discuss or negotiate an alternative to a plan of reorganization
proposed by the Debtors.

(f) **Certification of Second Priority Notes Holdings.** Each Party, as of the date of this
Agreement is either (i) the sole beneficial owner of the principal amount of Second Priority
Notes set forth below its signature hereto, or (ii) has sole investment or voting discretion with
respect to the principal amount of Second Priority Notes set forth below its signature hereto.

**Section 9. Disclosure.**

Each Party acknowledges and agrees that the amount of Second Priority Notes held by
each Cooperating Noteholder shall only be disclosed to Jones Day and shall not be disclosed to
any other person without the prior consent of such Cooperating Noteholder. The Agreement and
the identities of the Second Priority Noteholders and aggregate amount of Second Priority Notes
held by the Parties shall not be disclosed to any other person; provided, however, Jones Day may
disclose (i) the names of the Parties, the existence of this Agreement and the amount of the
Second Priority Notes held by the Parties in the aggregate to the Noteholder Committee and/or
the Company, and its officers, directors, attorneys, financial advisors, and the Honorable Joseph
J. Farnan, Jr. (retired), (ii) such information with respect to the holdings of a Cooperating
Noteholder as otherwise may be required by law, rule, regulation or court proceeding or
requested by a regulatory, self-regulatory or supervisory authority, provided that any
Cooperating Noteholder whose information was required to be disclosed pursuant to the
foregoing receives advance notice of such disclosure to the extent legally permissible and
reasonably practicable, or (iii) as otherwise agreed to in writing by each affected Party hereto.
In addition, (x) Jones Day shall be permitted to and will disclose publicly a copy of this
Agreement (without any of the signature pages to the Agreement) and that parties holding more
than 50.1% of the outstanding principal amount of the Second Priority Notes have executed this
Agreement (the “Basic Information”), and (y) each Party hereto shall be permitted to disclose the
Basic Information to other Second Priority Noteholders. Notwithstanding the foregoing, this
Agreement shall not prohibit a Party from disclosing the amount of Second Priority Notes held
by each Cooperating Noteholder in the event that such Party is required by applicable law, rule,
regulation or order (including, without limitation, in connection with an audit or examination by,
or a blanket document request from, a regulatory or self-regulatory authority, bank examiner, auditor or similar person, or by the Securities and Exchange Commission or the New York Stock Exchange) to disclose the amount of such Second Priority Notes, provided that any Party required to make such a disclosure shall provide advance notice of such disclosure to Jones Day and the other Parties to the extent legally permissible and reasonably practicable. Each Party agrees that it will not discuss material non-public information with any other Party to this Agreement without the prior written consent of such other Party to this Agreement.

Section 10. Reservation of Rights.

Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair or restrict the ability of each Party hereto to protect and preserve its rights, remedies and interests, including without limitation, its claims against the Company. If this Agreement is terminated for any reason, the Parties reserve any and all rights. No Party shall have, by reason of this Agreement, a fiduciary relationship in respect of any other Party, and nothing in this Agreement, expressed or implied, is intended to or shall be so construed as to impose upon any Party any obligations in respect of this Agreement except as expressly set forth herein. Nothing contained herein shall be construed as or be deemed to be evidence of an admission of any kind on the part of any Party. Pursuant to Rule 408 of the Federal Rules of Evidence, any applicable state rules of evidence and any other applicable law, foreign or domestic, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the Agreement’s terms.

Section 11. Amendments and Waivers.

This Agreement may not be modified, amended or supplemented, and none of the Termination Events may be waived, except in a writing signed by Cooperating Noteholders holding, in the aggregate, at least 75% of the outstanding principal amount of Second Priority Notes held by the Cooperating Noteholders, provided, however, no modification, amendment or supplement to Section 1 of this Agreement shall be enforceable against any Party who does not consent to such modification, amendment or supplement.

Section 12. Successors and Assigns.

This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, assigns, heirs, executors, administrators and representatives; provided, however, that nothing contained in this Section shall be deemed to permit Transfers other than in accordance with Section 2 of this Agreement.

Section 13. No Third Party Beneficiaries; Relationship Among Parties

Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties (including, for the avoidance of doubt and to the extent applicable to the respective Party, any funds or accounts managed or advised by the Party that hold Second Priority Notes) and no other person or entity shall be a third-party beneficiary hereof. No Party shall have any responsibility for any trading by any other entity by virtue of this Agreement. No prior history, pattern, or practice of sharing confidences among or between the Parties shall in any way affect or negate this understanding and agreement. The Parties have no agreement, arrangement, or
understanding with respect to acting together for the purpose of acquiring, holding, voting, or disposing of any equity securities of the Company and do not constitute a “group” within the meaning of Rule 13d-5 under the Securities Exchange Act of 1934, as amended.


It is understood and agreed by each of the Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party, and each non-breaching Party shall be entitled to seek an injunction or injunctions (without the posting of any bond and without proof of actual damages) to prevent breaches or threatened breaches of this Agreement and/or to specific performance of this Agreement.

Section 15. Prevailing Party.

If any Party brings an action against any other Party based upon a breach by such other Party of its obligations hereunder, the prevailing Party shall be entitled to all reasonable expenses incurred, including reasonable attorneys’, accountants’ and financial advisors’ fees in connection with such action.


All written notices given hereunder or contemplated hereby may be given by email, as follows: (i) if addressed to any Cooperating Noteholder, to the address on the signature page of such Cooperating Noteholder to this Agreement; (ii) if addressed to Jones Day, Joshua Mester at jmester@jonesday.com; and (iii) if addressed to Houlihan Lokey, David Hilty at dhilty@hl.com.

Section 17. Representation by Counsel.

Each Party hereto acknowledges that it has been represented by counsel (or had the opportunity to and waived its right to do so) in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the Parties. None of the Parties shall have any term or provision construed against such Party solely by reason of such Party having drafted the same.

Section 18. Severability.

If any provision of this Agreement, or the application of any such provision to any person, entity or circumstance, shall be held invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision or this Agreement shall continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon any such determination of invalidity, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.
Section 19.  Miscellaneous.

(a) Each Party understands and agrees that each of the Parties will rely upon such Party’s representations and warranties and covenants set forth in this Agreement.

(b) The captions used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

(c) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISION WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. By its execution and delivery of this Agreement, each of the Parties hereby irrevocably and unconditionally agrees for itself that any legal action, suit or proceeding against it with respect to any matter under or arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, may be brought exclusively in the United States Bankruptcy Court for the Northern District of Illinois or, if that Court finds that it lacks subject matter jurisdiction, in any State court of competent jurisdiction in the State of New York, County of New York. By execution and delivery of this Agreement, each of the Parties hereto irrevocably accepts and submits itself to the exclusive jurisdiction of such courts, generally and unconditionally, with respect to any such action, suit or proceeding, and waives any objection it may have to venue or the convenience of the forum.

(d) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) This Agreement may be executed and delivered by facsimile, e-mail or original signature. An executed facsimile or Portable Document Format (.pdf) copy transmitted by e-mail will be treated as an original.

[Signature Pages Following on Next Page]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[COOPERATING NOTEHOLDER]

By: __________________________________________
   Name: _______________________________________
   Title: _________________________________________
   Contact Information:
   ____________________________________________
   ____________________________________________
   ____________________________________________
   ____________________________________________

Principal Amount of Second Priority Notes

10% Second Priority Notes due 2018 (413627BM1): $ __________________
10% Second Priority Notes due 2018 (413627BD1): $ __________________
10% Second Priority Notes due 2018 (413627BG4): $ __________________
10% Second Priority Notes due 2018 (EH7905498): $ __________________
10% Second Priority Notes due 2018 (413627BC3): $ __________________
10% Second Priority Notes due 2018 (EH6660698): $ __________________
10% Second Priority Notes due 2015 (413627BA7): $ __________________
10% Second Priority Notes due 2015 (413627BB5): $ __________________
10% Second Priority Notes due 2015 (EH6660573): $ __________________
12.75% Second Priority Notes due 2018 (12768RAA5): $ __________________

TOTAL: $ __________________
Exhibit A

Form of Joinder Agreement

__________, 2016

This JOINDER AGREEMENT (this “Joinder”) to the Amended and Restated Cooperation Agreement, dated as of ____________, 2016 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Agreement”), by and among certain Second Priority Noteholders (as defined therein) and/or their investment advisors or managers identified on the signature pages thereto, is executed and delivered by ___________________________ (the “Joining Party”) as of ____________, 2016. Each capitalized term used herein but not otherwise defined shall have the meaning set forth in the Agreement.

1. Agreement to be Bound. The Joining Party hereby agrees to be bound by the Agreement in its entirety (including with respect to all Second Priority Notes beneficially owned by such Joining Party or as to which it has investment authority or discretion as of the date hereof or at any time after the date hereof) and to assume the transferor-Cooperating Noteholder’s obligations thereunder. The Joining Party hereby agrees that it is a “Cooperating Noteholder” and “Party” under, as defined in and for all purposes of the Agreement.

2. Representations and Warranties. The Joining Party hereby makes, as of the date set forth above, each of the representations and warranties set forth in the Agreement to each of the other Parties.

3. Governing Law. THIS JOINDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISION WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. By its execution and delivery of this Joinder, the Joining Party hereby irrevocably and unconditionally agrees for itself that any legal action, suit or proceeding against it with respect to any matter under or arising out of or in connection with this Joinder or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, shall be brought exclusively in the United States Bankruptcy Court for the Northern District of Illinois or, if that Court finds that it lacks subject matter jurisdiction, any State court of competent jurisdiction in the State of New York, County of New York. By execution and delivery of this Joinder, the Joining Party irrevocably accepts and submits itself to the exclusive jurisdiction of such courts, generally and unconditionally, with respect to any such action, suit or proceeding, and waives any objection it may have to venue or the convenience of the forum.

* * * * *

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the Joining Party has executed this Joinder as of the date first above written.

[JOINING PARTY]

By: ____________________________________________
   Name:________________________________________
   Title:________________________________________

Contact Information:

_______________________________________
_______________________________________
_______________________________________
_______________________________________

Principal Amount of Second Priority Notes

10% Second Priority Notes due 2018 (413627BM1): $ ________________
10% Second Priority Notes due 2018 (413627BD1): $ ________________
10% Second Priority Notes due 2018 (413627BG4): $ ________________
10% Second Priority Notes due 2018 (EH7905498): $ ________________
10% Second Priority Notes due 2018 (413627BC3): $ ________________
10% Second Priority Notes due 2018 (EH6660698): $ ________________
10% Second Priority Notes due 2015 (413627BA7): $ ________________
10% Second Priority Notes due 2015 (413627BB5): $ ________________
10% Second Priority Notes due 2015 (EH6660573): $ ________________
12.75% Second Priority Notes due 2018 (12768RAA5): $ ________________

TOTAL: $ ____________________