





Name of Applicant

Applicant Name: Woodbury Casino, LLC

Manager Name: Woodbury Manager, LLC



Contact Person

The individual to be contacted in reference to this Application is:

Name: Greg Miller
Title: Executive Vice President of Development, Caesars Entertainment
Email: gjmiller@caesars.com
Telephone: (702) 407-6372



Location of the Principal Place of Business of the Applicant

The address and telephone number for the Applicant's principal place of business is:

One Caesars Palace Drive, Las Vegas, NV 89109

702-407-6000

<http://www.caesars.com>



Type of Business Formation

The Applicant, Woodbury Casino, LLC, and the Manager, Woodbury Manager, LLC, are Delaware limited liability companies.

The Federal Tax Identification Number of Woodbury Casino, LLC is: 46-5767012

The Federal Tax Identification Number of Woodbury Manager, LLC is: 46-5766898

Attached are certificates of good standing for both Woodbury Casino, LLC (Attachment VI.D_A1) and Woodbury Manager, LLC (Attachment VI.D_A2).

Attachment VI.D_A1

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "WOODBURY CASINO, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTEENTH DAY OF MAY, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "WOODBURY CASINO, LLC" WAS FORMED ON THE TWELFTH DAY OF MAY, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

5531245 8300

140623780




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1369561

DATE: 05-14-14

Attachment VI.D_A2

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "WOODBURY MANAGER, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTEENTH DAY OF MAY, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "WOODBURY MANAGER, LLC" WAS FORMED ON THE TWELFTH DAY OF MAY, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

5531895 8300

140623780




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1369562

DATE: 05-14-14



Table of Ownership

Please see the table of ownership attached as VI.E_A1.

Attachment VI.E_A1



REDACTED

REDACTED

Attachment VI.F_A1



Names, Addresses and Experience of Directors and Officers

REDACTED

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REDACTED

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Mitch Garber

CEO and President, Caesars Acquisition Company

Mitch Garber joined Caesars Entertainment in late 2008 and with Caesars Entertainment, started Caesars Interactive Entertainment in 2009 as CEO. He was hand-picked by the Board of Caesars Entertainment to lead Caesars' foray into the interactive space.

Garber serves as the company's CEO, leading all company initiatives which includes its social and mobile games, the World Series of Poker and regulated online real money gaming. In addition, Garber is the President and Chief Executive Officer of Caesars Acquisition Company (CAC) (NASDAQ: CACQ), a company formed in 2013 to make an equity investment in Caesars Growth Partners, LLC (CGP), a joint venture between CAC and Caesars Entertainment Corporation (NASDAQ: CZR), the world's most diversified casino entertainment provider and the most geographically diverse U.S. casino entertainment company.

CAC is CGP's managing member and sole holder of all of CGP's outstanding voting units. CGP is a casino asset and entertainment company focused on acquiring and developing a portfolio of high-growth operating assets and equity and debt investments in the gaming and interactive entertainment industry. Through its two businesses — Interactive Entertainment and Casino Properties and Developments — CGP focuses on acquiring or developing assets with strong value creation potential and leveraging interactive technology with well-known online and mobile game portfolio and leading brands. Assets include CIE, Planet Hollywood (located in Las Vegas, Nevada), and Horseshoe Baltimore (currently being developed by a joint venture).

He previously served as the CEO of PartyGaming, Plc, where he successfully led the market-leading online real money gaming company through a transition after the UIGEA law passed in October, 2006.

Mitch has spent the last decade serving as CEO for private as well as public companies on NASDAQ and the London and Toronto stock exchanges in the internet and e-commerce sectors.

Garber holds an undergraduate degree from McGill University and a law degree from the University of Ottawa. He spent more than a decade practicing law, including working with many leading U.S. land-based casinos and gaming equipment manufacturers.



Craig Abrahams

Senior Vice President and Chief Financial Officer, Caesars Acquisition Company

Craig Abrahams joined Caesars Entertainment in 2006 and is currently the Chief Financial Officer of Caesars Interactive Entertainment (CIE), which is responsible for the World Series of Poker and all internet, social and mobile gaming for the company's brands globally. His responsibilities include overall corporate strategy, business development and financial management for CIE's business including real money, social, and mobile gaming.

In 2013, Abrahams was additionally named CFO of Caesars Acquisition Company (CAC), (NASDAQ: CACQ).

Over the last 14 years, his experience includes strategy, business development, and M&A roles in the media, entertainment, telecom, and gaming industries.

Abrahams previously held roles at Bear, Stearns & Co. in investment banking and at the Walt Disney Company in corporate strategy.

Abrahams has a Bachelor of Science degree in Finance from Indiana University's Kelley School of Business with High Distinction and an MBA from Harvard Business School with Distinction.



Michael Cohen

Senior Vice President, Corporate Development, General Counsel and Corporate Secretary, Caesars Acquisition Company

Michael Cohen is the Senior Vice President, Corporate Development, General Counsel and Corporate Secretary for Caesars Acquisition Company (Nasdaq: CACQ). CAC is the managing member of Caesars Growth Partners, LLC, a joint venture between Caesars Acquisition Company and Caesars Entertainment Corporation, the world's most diversified casino-entertainment company. Caesars Growth Partners owns the following casinos: Planet Hollywood Las Vegas, Harrah's New Orleans, The Quad Las Vegas, Bally's Las Vegas, the Cromwell and a joint venture interest in Horseshoe Baltimore. Michael also serves as the Senior Vice President, General Counsel and Corporate Secretary of Caesars Interactive Entertainment, Inc., which is comprised of 3 businesses: social and mobile games, the World Series of Poker tournament and a real money online gaming business in Nevada and New Jersey. Michael is a member of the Board of Directors of the Nevada Chapter of the Association of Corporate Counsel (ACC) and the Treasurer and a member of the Board of Trustees of the International Association of Gaming Advisors (IAGA).



Gary Loveman

Chairman, President and CEO, Caesars Entertainment

Gary Loveman joined Caesars Entertainment Corporation as Chief Operating Officer in 1998, after serving as an associate professor at the Harvard University Graduate School of Business Administration. He drew on his background in service-management to develop the gaming industry's most successful loyalty and analytics program, Total Rewards, which boasts more than 40 million members.

Since being named CEO in January 2003, Loveman has presided over a period of growth that included the 2004 purchase of Horseshoe Gaming and the World Series of Poker and the 2005 acquisition of Caesars Entertainment, Inc. In January 2008, Caesars went private in a \$30.7 billion transaction led by private equity firms TPG Capital and Apollo. In the wake of the recent financial crisis, Loveman has led Caesars's successful debt reduction and liquidity improvement strategies, while also adding Planet Hollywood and social games leader Playtika to the Company's portfolio. Loveman was recognized as the gaming and lodging industry's best CEO by Institutional Investor magazine for four consecutive years.

Loveman is the past chairman of the American Gaming Association. He is a member of the President's Export Council and serves as Chairman of the Business Roundtable's Committee on Health and Retirement. He also serves as a director of Coach, Inc. and FedEx Corporation and sits on the Board of Trustees at Children's Hospital Boston and the Visiting Committee of the Department of Economics at M.I.T. He holds a Ph.D. in economics from M.I.T., where he was an Alfred Sloan Doctoral Dissertation Fellow, and a B.A. in economics from Wesleyan University.



Greg Miller

Executive Vice President of Development, Caesars Entertainment

Greg Miller is Executive Vice President of Development for Caesars Entertainment. He is responsible for the company maintaining its dominant distribution network in North America through the identification and pursuit of expansion opportunities. In that capacity, his responsibilities include oversight of various project specific agreements as well as leadership of the design and construction activities of the company.

Miller has spent his career as a leader at several of the world's most recognizable hospitality and consumer brands. Prior to joining Caesars in 2004, he spent eight years at Universal Studios Parks and Resorts group, including the last four years as President of Universal Studios 2,000-acre theme park resort in Spain. While at Universal, Miller was involved in several large-scale projects including the development of Universal Orlando and Universal Studios Japan. Previously, Miller served in various strategic planning and finance roles at PepsiCo.

Miller holds a bachelor's degree in Business Administration from the University of Notre Dame. He later received a Master's Degree in Management, with a concentration in Marketing, from the Kellogg Graduate School of Business at Northwestern University.



Eric Hession

Senior Vice President of Finance □ Treasurer, Caesars Entertainment

Eric Hession currently serves as the Senior Vice President of Finance and Treasurer for Caesars Entertainment. Over the course of his tenure at Caesars, he has held positions in both property operations and corporate finance. While in operations, Eric led the Planning and Analysis, Revenue Management, Distribution, Accounting, and Finance efforts Caesars 12 Nevada properties. In his current role, he has responsibility for Treasury, Investor Relations, Risk Management and Mergers and Acquisitions. Previous to his employment with Caesars, Eric spent five years with Merck and Company, working in various capacities in Pennsylvania, North Carolina, and at their New Jersey corporate headquarters.

Eric grew up in Pittsford, Vermont and attended Cornell University, where he received a Bachelor of Science in Operations Research and Industrial Engineering. He also attended Duke University where he received a MBA from their Fuqua School of Business.



Name and Addresses of Promoters, Sponsors and Others

Legal Counsel

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10036-6745

Fabricant Lipman & Frishberg, PLLC
One Harriman Square
PO Box 60
Goshen, NY 10924

Latham and Watkins LLP
885 Third Avenue
New York, NY 10022-4834

Silverberg Zalantis LLP
Talleyrand Office Park
220 White Plains Road, 5th Floor
Tarrytown, NY 10591

Windels Marx Lane & Mittendorf, LLP
156 West 56th Street
New York, NY 10019

Consultants and Media

George Sewitt
7 Dennis Drive
Highland Mills, NY 10930

William DePropso
7 Spruce Hill Lane
Goshen, New York 10924



Bolton-St. Johns, LLC
146 State Street
Albany, New York 12207

Metropolitan Public Strategies, Inc.
215 East 96th Street, Suite 18-E
New York, NY 10128

Sound Communications
149 West 36th Street, 11th Floor
New York, NY 10018

Teneo Strategy LLC
601 Lexington Ave, 45th Floor
New York, NY 10022

Design, Engineering and Construction Professionals

Elkus Manfredi Associates
Project Architect of Record
300 A Street, Boston, MA

Sasaki Associates Inc.
Landscape Architect
64 Pleasant Street, Watertown, MA

McNamara/Salvia Inc.
Structural Engineering
160 Federal Street, Boston, MA

Vanderweil Engineers
Mechanical, Electrical, Plumbing, Fire Protection Engineer
1001 Avenue of the Americas, 21st Floor New York, NY



Fisher Marantz Stone
Lighting Design
22 West 19th Street, New York, NY

Atelier Ten
Sustainable Design
45 E 20th St # 4, New York, NY

Hughes Associates, Inc.
Building Code & ADA consultant
112 West 34th Street 18th Floor, New York, NY

Esposito & Associates, Inc.
Environment and Permitting Consultant
262 Greenwich Avenue, Suite B, Goshen, New York

TRC Solutions, Inc.
Site, Civil and Traffic Engineering
7 Skyline Drive, Hawthorne, NY

Plaza Construction Company, LLC
Owner's Representation
1065 Avenue of the Americas, New York, NY



Region and Host Municipalities

The Region and Host Municipalities of the proposed location for Caesars New York include the Village of Woodbury and the Town of Woodbury. Contact information for primary contacts at the Host Municipalities is included below.

Village of Woodbury

Contact Name: Mayor Michael Queenan
Village Hall: Highland Mills Firehouse, 455 Route 32, Highland Mills, NY 10930
Mailing Address: P.O. Box 546, Central Valley, NY 10917
Phone: (845) 928-7558
Fax: (845) 928-9278
E-Mail: woodburyvillage@yahoo.com

Town of Woodbury

Contact Name: John Burke, Town Supervisor
Business Address: 511 Route 32, P.O. Box 1004, Highland Mills, NY 10930
Phone: (845) 928-7578
Fax: (845) 928-8214
E-mail: info@townofwoodbury.com



Conflicts of Interest

To the best of Caesars' knowledge, neither the Applicant, Manager, nor any of its affiliates currently have or have had in the past five (5) years, a relationship or affiliation with any member, employee, consultant or agent of the Board or the Commission that is a conflict of interest or may be perceived as a conflict of interest. In addition, to the best of Caesars' knowledge, there are no current relationships that may cause a real or perceived conflict of interest during the RFA process.



Public Officials

To the best of the Applicant's knowledge, no Public Officials or officers or employees of any governmental entity or Immediate Family Member(s) of such Public Officials, officers or employees (collectively, "Public Individuals") directly or indirectly own any financial interest in, have any beneficial interest in, are the creditors of, hold any debt instrument issued by, or hold or have an interest, direct or indirect, in any contractual or service relationship with the Applicant, the Manager or their Affiliates associated with this Application. Similarly, to the best of the Applicant's knowledge, no Public Individual has any arrangement, written or oral, to receive any compensation from anyone in connection with this Application, the associated RFA process or the Applicant's efforts to obtain a License from the State. Caesars Acquisition Company ("CAC") (the indirect parent of the Applicant) and Caesars Entertainment Corporation ("CEC") (the indirect parent of the Manager) each have publicly traded stock on the NASDAQ exchange. As such, it is virtually impossible for each of CEC and CAC to know whether one or more Public Individuals may own stock in CAC and/or CEC. Moreover, each of Apollo and TPG have a number of institutional investors which may include other investment funds. Neither Apollo nor TPG will know whether a Public Individual may be invested in such investment funds. Leon Black, a managing member of Hamlet Holdings LLC and the Chairman, Chief Executive Officer and Director of Apollo Global Management, LLC, has been a member of the Port Authority Port Security Task Force. The Task Force, a nonpartisan group of government and business leaders, was established by the Chairman of the Port Authority to generate public discussion of port and cargo security matters and to provide recommendations that address current gaps in port and supply-chain security.



Contracts with State of New York

Neither CAC, nor the Applicant nor any of its subsidiaries has any material current or previous contracts or licenses with any department or agency of the State of New York. A subsidiary of Caesars, Harrah's Bossier City Investment Company, L.L.C. is party to an agreement with The New York Racing Association, Inc., dated March 15, 2014, for the simulcasting of certain races at Louisiana Downs. To Caesars' knowledge, there are no other material agreements between Caesars, Manager or any of their subsidiaries and any department or agency of the State of New York. Notwithstanding the foregoing, as part of its various resort casino offerings, Caesars provides a variety of hospitality options to its customers, including convention, banquet, hotel and food and beverage services. From time to time, Caesars may have provided such services to Public Officials or governmental agencies. In all such cases, the Public Official or governmental agency would have paid the market price for the services and facilities provided by Caesars.



Casino Manager

Applicant entered into a term sheet with Woodbury Manager, LLC, an indirect, wholly-owned subsidiary of Caesars Entertainment Operating Company, Inc. (CEOC) for the purpose of engaging CEOC as the sole and exclusive manager of all aspects of the project. A copy of that term sheet is attached as Exhibit VI.OA1. The management agreement contemplated by the term sheet will be substantially based upon the form utilized by the affiliates of Applicant and CEOC in connection with CEOC's management of six other hotel and casino projects having an aggregate value of approximately \$3.0 billion on behalf of affiliates of Applicant. The term sheet attached as Exhibit VI.OA1 is the extent of the terms of CEOC's management of the Project at this time. Upon receipt of Gaming License approval from the Board, Applicant and CEOC are highly confident they will be able to implement and convert the term sheet into a definitive agreement for submission to the Board for its review and approval.

Attachment VI.O_A1



LETTER OF INTENT

June 23, 2014

Woodbury Manager, LLC
One Caesars Palace Drive
Las Vegas, Nevada 89109

Woodbury Casino, LLC
One Caesars Palace Drive
Las Vegas, Nevada 89109

On or before June 30, 2014, Woodbury Casino, LLC ("Owner"), a direct, wholly-owned subsidiary of Caesars Growth Partners, LLC, will submit an application for a gaming license (the "Gaming License") in response to that certain Request for Applications to Develop and Operate a Gaming Facility in New York State dated March 31, 2014, issued by the New York State Resort Gaming Facility Location Board (the "NY Gaming Authority").

This letter and the term sheet attached hereto as **Exhibit A** (collectively, this "Letter of Intent"), outline the terms upon which Owner, will engage Woodbury Manager, LLC ("Manager"), an indirect, wholly-owned subsidiary of Caesars Entertainment Operating Company, Inc. pursuant to a management agreement (the "Management Agreement") to serve as Owner's exclusive manager in the operation and management of that certain proposed gaming development project consisting of a luxury hotel, resort casino and a parking facility located in the Town and Village of Woodbury, and County of Orange, New York (collectively, the "Project"). Each of Owner and Manager are hereinafter referred to as a "Party" and, collectively, as the "Parties."

This Letter of Intent shall be effective from the date this Letter of Intent is countersigned by both Parties (the "Effective Date") until the earliest of: (i) the execution and delivery of the Management Agreement by the Parties, (ii) the mutual agreement of the Parties to terminate this Letter of Intent, (iii) notification to Manager that Owner has abandoned pursuit of the Gaming License, and (iv) final determination by the NY Gaming Authority to issue or award the Gaming License to a third party (the "Negotiation Period"). Upon expiration of the Negotiation Period, no Party shall have any further rights or obligations hereunder.

Execution and delivery of the Management Agreement will be subject in all respects to receipt by each Party's corporate, regulatory and gaming approvals. In addition, the final legal and tax structure of the Management Agreement would be subject to local law review and advice of each Party's consultants, attorneys and advisors.

If the terms contained herein are acceptable, each Party shall indicate their acknowledgement and agreement to be bound by the provisions of this Letter of Intent by executing this Letter of Intent and returning the executed copy to the other Party.

[Signature page follows]

Sincerely,

OWNER:

Woodbury Casino, LLC,
a Delaware limited liability company

By: Caesars Growth Partners, LLC
its sole member

By: Caesars Acquisition Company
its Managing Member

By: _____

Name: Craig Abrahams

Title: Chief Financial Officer

MANAGER:

Woodbury Manager, LLC,
a Delaware limited liability company

By: Caesars Entertainment Operating Company, Inc.
its sole member

By: _____

Name:

Title:

Exhibit A**Summary Proposed Management Agreement Terms**

The following sets forth certain key terms for the Management Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Letter of Intent to which this Exhibit A is attached.

Document Precedent	<p>Except as otherwise modified herein, the Management Agreement will contain the terms based on and substantially consistent with the Document Precedent, together with such other modifications as are necessary to reflect such property-specific matters associated with the Project, NY Gaming Authority and other applicable law requirements and similar operational matters reasonably acceptable to the Parties.</p> <p>For purposes of this Letter of Intent, the “Document Precedent” shall mean that certain management agreement entered into by and between subsidiaries of CEOC and CGP and guaranteed by CEOC in respect of that certain casino, hotel and related facilities located in Las Vegas, Nevada and commonly known as “The Cromwell.”</p>
Management Fee	As per the Document Precedent, the Base Management Fee shall be 2% of Net Operating Revenues and the Incentive Management Fee shall be 5% of EBITDA.
Allocation of Expense	The Project shall be fully-allocated corporate and overhead operating and capital expenses and historical unallocated operating and capital expenses on a Non-Discriminatory basis (as defined in the Document Precedent) and in accordance with the Amended and Restated Limited Liability Agreement of Caesars Enterprise Services, LLC dated May 20, 2014 and the Omnibus License and Enterprise Services Agreement executed in connection therewith as each document may be subsequently amended from time to time. For the avoidance of doubt, the Project shall not be subject to any limitations on the allocation of operating or capital expense set forth in the above agreements or otherwise applicable to subsidiaries of Caesars Growth Properties Holdings, LLC.
Manager’s Assignment to ServicesCo	Subject to the terms and conditions set forth in the Document Precedent and receipt of applicable regulatory approvals, upon Owner’s request, Manager will assign the Management Agreement to Caesars Enterprise Services, LLC.
Lease	There Project is expected to be subject to one or more ground leases from a third party to the Owner. All provisions relating to a “Ground Lease” in the Document Precedent will remain.
Variations from Document Precedent	<p><u>Comparable Property.</u> The Management Agreement will set forth the Parties’ agreement with respect to the comparable property(ies) that the Project’s operation and maintenance and improvement will be measured.</p> <p><u>Pre-Opening Services and Initial Working Capital.</u> The Management Agreement will identify those services Manager will provide prior to the opening of the Project and the initial working capital Owner shall make available to Manager upon the opening of the Project.</p> <p><u>Other Variations.</u> The Parties may implement such additional modifications of the Document Precedent in the Management Agreement as the Parties deem mutually appropriate given property-specific matters associated with the Project, NY Gaming Authority and other applicable law requirements and similar operational matters .</p>
Initial Annual Budget	The Management Agreement will set forth the terms upon which Manager will propose and the Parties will agree upon on an initial budget for the Project.
Other	Manager and Owner will need to agree on any other provisions that are driven by the terms of the Lease.

EXECUTION VERSION

Sincerely,

OWNER:

Woodbury Casino, LLC,
a Delaware limited liability company

By: Caesars Growth Partners, LLC
its sole member


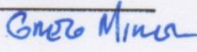

By: Caesars Acquisition Company
its Managing Member

By: 
Name: Craig Abrahams
Title: Chief Financial Officer

MANAGER:

Woodbury Manager, LLC,
a Delaware limited liability company

By: Caesars Entertainment Operating Company, Inc.
its sole member

By: 
Name: 
Title: 



Organizational Documents

Certified Copy of Its Certificate of Incorporation, Articles of Incorporation or Corporate Charter

Not applicable.



Organizational Documents

Bylaws as Amended through the Date of the Application

Not applicable.

Organizational Documents

Certified Copy of Its Certificate of Formation or Articles of Organization of a Limited Liability Company

Attached please find Certified Copy of the Certificate of Formation of "Woodbury Casino, LLC" (Attachment VI.P.3_A1) and Certified Copy of the Certificate of Formation of "Woodbury Manager, LLC" (Attachment VI.P.3_A2).

Attachment VI.P.3_A1

Delaware

PAGE 1


The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "WOODBURY CASINO, LLC", FILED IN THIS OFFICE ON THE TWELFTH DAY OF MAY, A.D. 2014, AT 2:52 O'CLOCK P.M.

5531245 8100

140609713




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1365268

DATE: 05-12-14

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

First: The name of the limited liability company is _____
Woodbury Casino, LLC

Second: The address of its registered office in the State of Delaware is _____
2711 Centerville Road, Suite 400 _____ in the City of Wilmington
Zip code 19808 _____. The name of its Registered agent at such address is
Corporation Service Company

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is _____.")

Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this
12 _____ day of May _____, 2014.

By: Jill Eaton
Authorized Person (s)
Name: Jill Eaton

Attachment VI.P.3_A2

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "WOODBURY MANAGER, LLC", FILED IN THIS OFFICE ON THE TWELFTH DAY OF MAY, A.D. 2014, AT 2:53 O'CLOCK P.M.

5531895 8100

140609740




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1365285

DATE: 05-12-14

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

First: The name of the limited liability company is _____
Woodbury Manager, LLC

Second: The address of its registered office in the State of Delaware is _____
2711 Centerville Road, Suite 400 _____ in the City of Wilmington
Zip code 19808 _____. The name of its Registered agent at such address is
Corporation Service Company

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is _____.")

Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this
12 _____ day of May _____, 2014.

By: Jill Eaton
Authorized Person (s)

Name: Jill Eaton



Organizational Documents

Limited Liability Company Agreement or Operating Agreement as Amended Through the Date of the Application

Attached please find Operating Agreement of "Woodbury Casino, LLC" (Attachment VI.P.4_A1) and Operating Agreement of "Woodbury Manager, LLC" (Attachment VI.P.4_A2).

Attachment VI.P.4_A1

OPERATING AGREEMENT

OF

Woodbury Casino, LLC

a Delaware Limited Liability Company

As of May 12, 2014

**OPERATING AGREEMENT
OF
Woodbury Casino, LLC**

This OPERATING AGREEMENT (as amended from time to time, this “Agreement”) of **Woodbury Casino, LLC** (the “Company”) is made by **Caesars Growth Partners, LLC** (the “Member”) effective as of May 12, 2014.

1. **Formation of Limited Liability Company.** The Company was formed on May 12, 2014 pursuant to the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq., as amended from time to time (the “Delaware Act”), by the filing of a Certificate of Formation of the Company with the office of the Secretary of the State of Delaware. The rights and obligations of the Member and the administration of the Company shall be governed by this Agreement and the Delaware Act. To the extent this Agreement is inconsistent in any respect with the Delaware Act, this Agreement shall control.

2. **Member.** **Caesars Growth Partners, LLC** is the sole member of the Company. The principal office address of the Member is One Caesars Palace Drive, Las Vegas, Nevada 89109.

3. **Purpose.** The Company may engage in any and all businesses or activities in which a limited liability company may be engaged under applicable law (including, without limitation, the Act).

4. **Name.** The name of the Company shall be **Woodbury Casino, LLC**.

5. **Registered Office; Other Places of Business.** The registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The Company may have such other offices as the Member may designate from time to time.

6. **Resident Agent.** The agent for service of process in Delaware as of the effective date of this Agreement is Corporation Service Company.

7. **Term of Company.** The Company commenced on the date the Certificate of Formation was properly filed with the Secretary of State of the State of Delaware and shall exist in perpetuity or until its business and affairs are earlier wound up following proper dissolution.

8. **Management of Company.** All decisions relating to the business, affairs, and properties of the Company shall be made by the Member. The Member may appoint one or more managers and/or officers of the Company using any titles, and may delegate all or some decision-making duties and responsibilities to such persons. Any such managers and/or officers shall serve at the pleasure of the Member. To the extent delegated by the Member, managers and/or officers shall have the authority to act on behalf of, bind, and execute and deliver documents in the name and on behalf of the Company. In addition, unless otherwise determined the Member, any officer(s) so appointed shall have such authority and responsibility as is

generally attributable to the holders of such officers in corporations incorporated under the laws of the state of Delaware. No delegation of authority hereunder shall cause the Member to cease to be a Member. The initial officers of the Company, as designated by the Member, are listed on Schedule A attached hereto.

9. **Other Activities.** The Member, its agents, representatives and affiliates may engage or invest in, and devote their time to, any other business venture or activity of any nature and description (independently or with others), whether or not such other activity may be deemed or construed to be in competition with the Company. The Company shall not have any right by virtue of this Agreement or the relationship created hereby in or to such other venture or activity (or to the income or proceeds derived therefrom), and the pursuit thereof, even if competitive with the business of the Company, shall not be deemed wrongful or improper.

10. **Standards of Conduct.** Whenever the Member is required or permitted to make a decision, take or approve an action, or omit to do any of the foregoing, then the Member shall be entitled to consider only such interests and factors, including its own, as it desires, and shall have no duty or obligation to consider any other interests or factors whatsoever. To the extent that the Member has, at law or in equity, duties (including, without limitation, fiduciary duties) to the Company or other person bound by the terms of this Agreement, the Member acting in accordance with the Agreement shall not be liable to the Company or any such other person for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties of the Member otherwise existing at law or in equity, replace such other duties to the greatest extent permitted under applicable law.

11. **Limited Liability.** Except as otherwise required by any non-waivable provision of the Act or other applicable law, the Member shall not be personally liable in any manner whatsoever for any debt, liability, or other obligation of the Company, whether such debt, liability, or other obligation arises in contract, tort, or otherwise.

12. **Indemnification.** The Company shall indemnify and hold harmless the Member to the full extent permitted by law from and against any and all losses, claims, demands, costs, damages, liabilities, expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements, and other amounts (collectively, "Costs") arising from any and all claims, demands, actions, suits, or proceedings (civil, criminal, administrative, or investigative) (collectively, "Actions") in which the Member may be involved, or threatened to be involved as a party or otherwise, relating to the performance or nonperformance of any act concerning the activities of the Company. In addition, to the extent permitted by law, the Member may cause the Company to indemnify and hold harmless any managers and/or officers from and against any and all Costs arising from any or all Actions arising in connection with the business of the Company or by virtue of such person's capacity as an agent of the Company. Notwithstanding the foregoing, any and all indemnification obligations of the Company shall be satisfied only from the assets of the Company, and the Member shall have no liability or responsibility therefor.

13. **Dissolution and Winding Up.** The Company shall dissolve and its business and affairs shall be wound up pursuant to a written instrument executed by the Member. In such event, after satisfying creditors, all remaining assets shall be distributed to the Member.

14. **Amendments.** This Agreement may be amended or modified from time to time only by a written instrument executed by the Member.

15. **Governing Law.** The validity and enforceability of this Agreement shall be governed by and construed in accordance with the laws of Delaware without regard to other principles of conflicts of law.

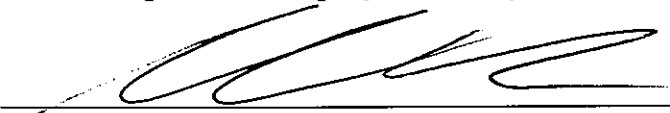
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IN WITNESS WHEREOF, the Member hereto has duly executed this Agreement effective as of the above stated date.

MEMBER

Caesars Growth Partners, LLC

By: Caesars Acquisition Company, its Managing Member

By: _____

Name: Michael D. Cohen

Title: Secretary

SCHEDULE A

OFFICERS

Name

Title

Mitch Garber

President

Craig Abrahams

Chief Financial Officer

Michael Cohen

Secretary

Attachment VI.P.4_A2

OPERATING AGREEMENT

OF

Woodbury Manager, LLC

a Delaware Limited Liability Company

As of May 12, 2014

**OPERATING AGREEMENT
OF
Woodbury Manager, LLC**

This OPERATING AGREEMENT (as amended from time to time, this “Agreement”) of Woodbury Manager, LLC (the “Company”) is made by Caesars Entertainment Operating Company, Inc. (the “Member”) effective as of May 12, 2014.

1. **Formation of Limited Liability Company.** The Company was formed on May 12, 2014 pursuant to the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq., as amended from time to time (the “Delaware Act”), by the filing of a Certificate of Formation of the Company with the office of the Secretary of the State of Delaware. The rights and obligations of the Member and the administration of the Company shall be governed by this Agreement and the Delaware Act. To the extent this Agreement is inconsistent in any respect with the Delaware Act, this Agreement shall control.

2. **Member.** Caesars Entertainment Operating Company, Inc. is the sole member of the Company. The principal office address of the Member is One Caesars Palace Drive, Las Vegas, Nevada 89109.

3. **Purpose.** The Company may engage in any and all businesses or activities in which a limited liability company may be engaged under applicable law (including, without limitation, the Act).

4. **Name.** The name of the Company shall be **Woodbury Manager, LLC.**

5. **Registered Office; Other Places of Business.** The registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The Company may have such other offices as the Member may designate from time to time.

6. **Resident Agent.** The agent for service of process in Delaware as of the effective date of this Agreement is Corporation Service Company.

7. **Term of Company.** The Company commenced on the date the Certificate of Formation was properly filed with the Secretary of State of the State of Delaware and shall exist in perpetuity or until its business and affairs are earlier wound up following proper dissolution.

8. **Management of Company.** All decisions relating to the business, affairs, and properties of the Company shall be made by the Member. The Member may appoint one or more managers and/or officers of the Company using any titles, and may delegate all or some decision-making duties and responsibilities to such persons. Any such managers and/or officers shall serve at the pleasure of the Member. To the extent delegated by the Member, managers and/or officers shall have the authority to act on behalf of, bind, and execute and deliver documents in the name and on behalf of the Company. In addition, unless otherwise determined the Member, any officer(s) so appointed shall have such authority and responsibility as is

generally attributable to the holders of such officers in corporations incorporated under the laws of the state of Delaware. No delegation of authority hereunder shall cause the Member to cease to be a Member.

9. **Other Activities.** The Member, its agents, representatives and affiliates may engage or invest in, and devote their time to, any other business venture or activity of any nature and description (independently or with others), whether or not such other activity may be deemed or construed to be in competition with the Company. The Company shall not have any right by virtue of this Agreement or the relationship created hereby in or to such other venture or activity (or to the income or proceeds derived therefrom), and the pursuit thereof, even if competitive with the business of the Company, shall not be deemed wrongful or improper.

10. **Standards of Conduct.** Whenever the Member is required or permitted to make a decision, take or approve an action, or omit to do any of the foregoing, then the Member shall be entitled to consider only such interests and factors, including its own, as it desires, and shall have no duty or obligation to consider any other interests or factors whatsoever. To the extent that the Member has, at law or in equity, duties (including, without limitation, fiduciary duties) to the Company or other person bound by the terms of this Agreement, the Member acting in accordance with the Agreement shall not be liable to the Company or any such other person for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties of the Member otherwise existing at law or in equity, replace such other duties to the greatest extent permitted under applicable law.

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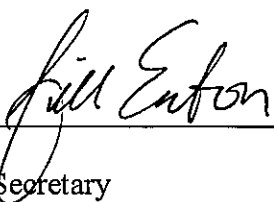
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IN WITNESS WHEREOF, the Member hereto has duly executed this Agreement effective as of the above stated date.

MEMBER

Caesars Entertainment Operating Company, Inc.

By: 
Name: Jill Eaton
Title: Assistant Secretary



Organizational Documents

Certified Copy of Its Certificate of Partnership

Not applicable.



Organizational Documents

Partnership Agreement as Amended through the Date of the Application

Not applicable.



Organizational Documents

Certified Copy of Its Certificate of Limited Partnership

Not applicable.



Organizational Documents

Limited Partnership Agreement as Amended through the Date of the Application

Not applicable.



Organizational Documents

Other Legal Instrument of Organization

Not applicable.



Organizational Documents

Joint Venture Agreement

Not applicable.

Organizational Documents

Trust Agreement or Instrument, Each as Amended through the Date of the Application

Not applicable.



Organizational Documents

Voting Trust or Similar Agreement

Not applicable.



Organizational Documents

Stockholder, Member or Similar Agreement

Not applicable.