

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

In re:)	
)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING COMPANY, INC., <u>et al.</u> , ¹)	Case No. 15-01145 (ABG)
)	
Debtors.)	(Jointly Administered)
)	

CONFIRMATION HEARING STATUS REPORT

The above-captioned Debtors respectfully submit this report for the status conference on the confirmation hearing scheduled for December 6, 2016. This report first addresses the preliminary objections and responses to the Plan and the likely scope of disputed issues for the confirmation hearing. It then outlines the Debtors' suggested approach for the confirmation hearing, including the forms of evidence through which the Debtors intend to satisfy their burden and enable the Court to conclude on a proper record (a) that the Debtors' Plan satisfies section 1129 of the Bankruptcy Code and (b) that the settlement therein satisfies Rule 9019 of the Federal Rules of Bankruptcy Procedure.

A. Contested Confirmation Issues

The Debtors expect the scope of contested issues at the confirmation hearing to be narrow. The Debtors received limited objections to the Plan and expect to resolve the vast majority of them prior to the hearing. As set forth on the chart attached hereto as **Exhibit A**, 33 parties in interest filed a response to the Plan (some of which raised multiple issues) on or before the preliminary objection deadline of November 21, 2016 (collectively, the "Plan

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

Responses”). Eight parties filed reservations of rights pending final documentation of settlements or other Plan Supplement documents. Twelve parties raised limited objections to the assumption of their executory contracts pending confirmation of adequate assurance and appropriate cure amounts. Thirteen parties objected to substantive provisions of the Plan itself.

These objections principally relate to the following aspects of the Plan:

- The appropriateness and breadth of the third-party release, exculpation, and injunction provisions;
- Good faith, unfair discrimination, and feasibility concerns due to the separate classification of certain unsecured claims;
- Payment of post-effective date fees to the Statutory Unsecured Creditors’ Committee and the fees and expenses of various restructuring support parties that are under-secured or unsecured; and
- Various creditor-specific concerns related to, among other things, the appropriate statutory interest rate for secured and unsecured tax claims, the Reorganized Debtors’ post-effective date compliance with utility regulations, and the post-effective date treatment of existing surety bonds.

Since the Plan Responses were filed, the Debtors have been working with the various parties who have objected to the Plan in an effort to resolve their concerns. Although these efforts remain ongoing, they have been productive. Accordingly, the Debtors expect to resolve most of these parties’ issues in advance of the Confirmation Hearing by adding resolution language to the Plan or by providing the parties with additional diligence. With the exception of the United States Trustee’s objection, the Debtors are optimistic that they will resolve all other objections to the third-party release, injunction, and exculpation provisions by including appropriate carve-out language that addresses each party’s specific concerns. The Debtors continue to work on finalizing that language with their stakeholders and expect to include it in an amended Plan to be filed in the near future. The Debtors expect to address the plan classification and various other creditor-specific objections in a similar fashion. Finally, the Debtors will

continue to provide counterparties to assumed contracts with necessary diligence to resolve any adequate assurance concerns they may have and to confirm the appropriate cure amounts.

Accordingly, the Debtors expect the contested issues at the Confirmation Hearing to be narrow, and focused primarily on the concerns the United States Trustee has raised about the breadth and propriety of the third-party release and exculpation provisions. The Debtors also hope to resolve the United States Trustee's other concerns regarding the payment of certain fees in advance of the Confirmation Hearing.

B. The Confirmation Proceeding

1. The Debtors' burden

Despite anticipating few remaining objections or contested issues, the Debtors are cognizant of their burden to demonstrate that the Plan is confirmable. *See In re Sentinel Mgmt. Grp., Inc.*, 398 B.R. 281, 292 (Bankr. N.D. Ill. 2008) (“Even absent the filing of an objection to a plan, the proponent must affirmatively demonstrate that the plan is confirmable.”) (citation omitted); *In re Rusty Jones, Inc.*, 110 B.R. 362, 373 (Bankr. N.D. Ill. 1990) (“Even absent the filing of an objection to a plan of reorganization, the proponent of a plan must affirmatively demonstrate that the plan is confirmable...”).

Thus, the Debtors must provide the Court with sufficient assurance that their Plan complies with section 1129 of the Bankruptcy Code. *See* 11 U.S.C. § 1129 (“The court shall confirm a plan only if all of the following requirements are met.”); *In re Rusty Jones*, 110 B.R. at 373 (“[T]he Bankruptcy Code imposes upon the court the responsibility of determining whether the requirements of 11 U.S.C. § 1129(a), and if applicable 11 U.S.C. § 1129(b), have been met.”); *In re Montgomery Court Apartments of Ingham Cty., Ltd.*, 141 B.R. 324, 329–30 (Bankr. S.D. Ohio 1992) (same); *In re Cajun Elec. Power Co-op., Inc.*, 230 B.R. 715, 728 (Bankr. M.D. La. 1999) (same). In addition, although no one has objected to the settlement underlying the

Plan, the Debtors are mindful that they must provide the Court with sufficient information to “canvass the issues” related to the settlement. *In re Commercial Loan Corp.*, 316 B.R. 690, 697 (Bankr. N.D. Ill. 2004).

The Court has substantial discretion in how it satisfies itself that the Debtors have met their burdens. *See, e.g., In re Prudential Energy Co.*, 58 B.R. 857, 862 (Bankr. S.D.N.Y. 1986) (“[T]he Code imposes upon the Court the responsibility to determine whether the requirements of § 1129(a) of the Code have been met Discharging this responsibility does not entail investigation of the debtor. But it does require the court to require sufficient documentation to be submitted and to ask appropriate questions concerning the requirements of § 1129(a).”) (internal citations omitted); Fed. R. Bankr. P. 3020(b)(2) (“If no objection is timely filed, the court may determine that the plan has been proposed in good faith and not by any means forbidden by law without receiving evidence on such issues.”).

In addition, the Court has discretion over the means of taking testimony, as Federal Rule of Evidence 611(a) empowers the Court to “exercise reasonable control over the mode and interrogation of witnesses” Accordingly, courts have approved of an approach whereby the “parties submit written narrative testimony of each witness they expect to call for purposes of direct evidence,” and “[t]he witness then testifies orally on cross-examination and on redirect.” *In re Adair*, 965 F.2d 777, 779 (9th Cir. 1992). The Ninth Circuit commented that such use of written testimony is an “accepted and encouraged technique for shortening bench trials.” *Id.* (citation omitted); *see also Holmes v. Godinez*, No. 11 C 2961, 2016 WL 4091625, at *7 (N.D. Ill. Aug. 2, 2016) (noting that “witness testimony will be presented prior to trial through written declarations”).

Indeed, the Court does not need to hold a hearing that is governed by the Federal Rules of Evidence before determining that a plan is confirmable under the Bankruptcy Code. *See, e.g., Matter of Dues*, 98 B.R. 434, 441 (Bankr. N.D. Ind. 1989) (“[T]he court holds that, in the absence of a timely objection to confirmation, it is not required to hold an evidentiary hearing, at which witnesses would be called, testimony taken, and exhibits offered, before determining whether or not a proposed Chapter 12 plan may be confirmed...”) (internal citations omitted); *Hohn v. Gay*, No. CV-08-0372-PHX-ROS, 2009 WL 886842, at *4 (D. Ariz. Mar. 31, 2009) (“Requiring testimony at all Chapter 11 Reorganization Plan confirmation hearings would unnecessarily waste judicial resources. In some cases, testimony will provide unique insight that cannot be properly presented through a document. In other cases, testimonial evidence will closely replicate evidence already produced, or easily capable of production, in document format and will add nothing to the proceedings except time and expense. The bankruptcy court is in the best position to determine whether testimonial evidence will enhance or detract from the proceedings.”); *Depositor v. Mary M. Holloway Found.*, 36 F.3d 582, 856 (7th Cir. 1994) (“It is clear that Rule 9019(a) itself does not expressly obligate the court to hold an evidentiary hearing prior to approving a compromise under Rule 9019(a.)”); *see also* Alan N. Resnick & Henry J. Somner, 7 *Collier on Bankruptcy*, § 1128 (2008 ed.) (“The ... requirements set forth in section 1129(a) should be the subject of some evidence in order for the court to make its independent judgment in determining the issue of confirmation. The evidence may come, however, from the court’s file in the case, and the court need not take evidence during the hearing if the evidence in the court’s file from the case will support confirmation.”).

The Court enjoys similar discretion with respect to Rule 9019. A bankruptcy court is “not obligated to conduct an evidentiary hearing as a prerequisite to approving” a compromise

under Rule 9019. *Depoister*, 36 F.3d at 586. “The judge need only apprise himself of the relevant facts and law so that he can make an informed and intelligent decision, and set out the reasons for his decision. The judge may make either written or oral findings; form is not important, so long as the findings show the reviewing court that the judge properly exercised his discretion.” *In re Am. Reserve Corp.*, 841 F.2d 159, 163 (7th Cir. 1987); *see also In re Commercial Loan Corp.*, 316 B.R. at 697 (“[T]he court must do more than note that the trustee ‘considered’ particular claims.”).

2. The Debtors’ anticipated approach to uncontested issues

In light of the principles above and the case law cited below, for the uncontested aspects of the confirmation hearing, the Debtors intend to primarily rely on the following materials to efficiently satisfy their burden:

- **The terms of the Plan itself.** *See, e.g., In re Northwest Bancorp. of Ill., Inc.*, No. 15-15245 (CAD) (Bankr. N.D. Ill. May 21, 2015) [Dkt. 45]; *In re ITR Concession Company LLC*, No. 14-34284 (PSH) (Bankr. N.D. Ill. Oct. 28, 2014) [Dkt. 183]; *In re UAL Corp.*, No. 02-48191 (ERW) (Bankr. N.D. Ill. Jan. 20, 2006).²
- **Documents in the court file.** *See, e.g., In re Gulfstar Indus., Inc.*, 236 B.R. 75, 77–78 (M.D. Fla. 1999) (“[I]t is sufficient for the court to decide compliance with 11 U.S.C. § 1129 based upon the Court file.”); Resnick & Somner, 7 Collier on Bankruptcy, § 1128 (“The evidence may come ... from the court’s file in the case, and the court need not take evidence during the hearing if the evidence in the court’s file from the case will support confirmation.”).
- **The memorandum of law in support of confirmation and other materials submitted in support of confirmation.** *See, e.g., In re Oaks*, No. 11 B 48903, 2012 WL 5717940, at *3, *12 (Bankr. N.D. Ill. Nov. 15, 2012) (issuing “findings of fact, conclusions of law and orders” related to confirmation after “having reviewed and considered the Plan Sponsors’ Memorandum of Law in Support of Confirmation of the Plan, the Voting Report, and [certain] Declarations,” as well as “evidence and testimony presented at the Confirmation Hearing,” and having “taken judicial notice of the papers and pleadings filed in the Chapter 11 Case”).

² To the extent the Court would find it helpful, the Debtors can provide copies to chambers of the documents filed in other bankruptcy cases cited in this status conference report.

- **Stipulations.** See *In re Chandler Airpark Joint Venture I*, 163 B.R. 566, 569 (Bankr. D. Ariz. 1992) (noting that the proponent of the reorganization plan “presented no witnesses or evidence in support of confirmation other than the written stipulation and the Court’s file in this case”).
- **Declarations.** See *In re Oaks*, 2012 WL 5717940, at *3, *12; *In re Tronox Inc.*, Case No. 09-10156 (ALG) Bankr. S.D.N.Y. [Dkt. 2482]; *In re Horsehead Holding Corp.*, No. 16-10287 (CSS) (Bankr. D. Del. Sept. 9, 2016) [Dkt. 1695]; *In re Penn Virginia Corp.*, No. 16-32395 (KLP) (Bankr. E.D. Va. Aug. 11, 2016) [Dkt. 581]; *In re Magnum Hunter Resources Corp.*, No. 15-12533 (KG) (Bankr. D. Del. Apr. 14, 2016) [Dkt. 1175]; *In re Longview Power, LLC*, No. 13-12211 (BLS) (Bankr. D. Del. Mar. 16, 2015) [Dkt. 1861]; *In re Cengage Learning, Inc.*, No. 1-13-44106 (ESS) (Bankr. S.D.N.Y. March 3, 2014) [Dkt. 1225]; *In re AMF Bowling Worldwide, Inc.*, No. 12-36495 (KRH) (Bankr. E.D. Va. June 25, 2013) [Dkt. 1049]; *In re Qualteq, Inc.*, No. 12-05861 (ERW) (Bankr. N.D. Ill. Apr. 23, 2013) [Dkt. 1555]; *In re MSR Resort Golf Course LLC*, No. 11-10372 (SHL) (Bankr. S.D.N.Y. Feb. 22, 2013) [Dkt. 2071]; *In re Kimball Hill, Inc.*, No. 08-10095 (SPS) (Bankr. N.D. Ill. Mar. 12, 2009) [Dkt. 1118]; *In re Nat’l Equip. Servs., Inc.*, No. 03-27626 (PSH) (Bankr. N.D. Ill. Jan. 23, 2004); *In re Conseco, Inc.*, No. 02-49672 (CAD) (Bankr. N.D. Ill. Sept. 9, 2003).

3. The Court may consider declarations without running afoul of the hearsay rule

The Court previously expressed concern that declarations filed with a party’s confirmation brief would be inadmissible hearsay. (See 10/19/16 Hr’g Tr. at 64-65.) The Debtors’ expert witnesses have prepared their reports in the form of declarations, and the Debtors believe these declarations to be an efficient and effective vehicle for satisfying their burden. Although the Court need not decide this today, the Debtors have further researched this issue and do not believe that the hearsay rules bar the use of declarations at confirmation.

First, if there is no objection to admitting the declarations into evidence, hearsay is no obstacle. See *McMahon v. Eli Lilly & Co.*, 774 F.2d 830, 833 (7th Cir. 1985) (holding “affidavit was properly admitted into evidence because defendant[’s] counsel waived the hearsay objection”); *Sunstar, Inc. v. Alberto-Culver Co.*, No. 01 C 5825, 2006 WL 6505615, at *5 (N.D. Ill. Nov. 16, 2006) (holding party waived hearsay objection where it failed to raise objection); *United States v. Montana*, 149 F. Supp. 2d 368, 370 (N.D. Ill. 2001) (holding that where

“evidence came in without objection on hearsay grounds or otherwise, and any claim as to its purported insufficiency must be deemed to have been waived”); *Am. Rubber Prod. Corp v. NLRB*, 214 F.2d 47, 52 (7th Cir. 1954) (“Hearsay evidence admitted without objection must be considered and given its natural probative effect ...”) (citation omitted). The Debtors do not anticipate objections to the admissibility of the declarations.

Second, to the extent there are objections, making the declarant available for cross examination solves any hearsay problem. *See United States v. Wright*, 831 F.2d 298, 1987 WL 44946 at 3 (6th Cir. 1987) (unpublished) (“[T]here is no hearsay problem when the declarant is available for cross-examination concerning his prior statement, is under oath and in the presence of the trier of fact, and admits on the stand that he made the statement, that it is true, and that he adopts the statement.”) (citations omitted); *Fid. & Cas. Co. of N.Y. v. Funel*, 383 F.2d 42, 44 (5th Cir. 1967) (“We note, without deciding, that there is a strong argument that [the] declaration was not hearsay at all. [The declarant] was present during the entire trial and was therefore available for cross-examination. Because the exclusion of hearsay is in large part based on the lack of an opportunity to cross examine, there is little reason to classify as hearsay an extrajudicial declaration made by one who is physically present and available for cross examination during the trial.”) (citation omitted).³ The Seventh Circuit has indicated that hearsay may be admitted under

³ Indeed, it is questionable whether a written declaration prepared, offered and accepted by the parties and the Court as the in-court direct testimony of a witness, who is also present and subject to live cross-examination, actually constitutes an out of court statement subject to the hearsay rule. *See* Fed. R. Evid. 801(c)(1) (defining hearsay as a statement that the “declarant does not make while testifying at the current trial or hearing.”). This is the apparent view of the numerous federal courts across the country that require direct testimony to be submitted by written declarations in bench trials. *See, e.g.*, Bankr. D. Nev. L.R. 9017; Bankr. E.D. Cal. L.R. 9017-1; *In re Adair*, 965 F.2d at 779 (“The procedure is essential to the efficient functioning of the crowded bankruptcy courts.”); *In re Geller*, 170 B.R. 183, 185 (Bankr. S.D. Fla. 1994) (holding that the use of written declarations in lieu of live direct

the “catch-all” exception where the declarant is available for cross-examination. *See United States v. McPartlin*, 595 F.2d 1321, 1350–51 (7th Cir. 1979) (holding diaries would be admissible under the “‘residual’ exception” to the hearsay rule, in part because “the degree of reliability necessary for admission is greatly reduced where, as here, the declarant is testifying and is available for cross-examination, thereby satisfying the central concern of the hearsay rule”); *but cf. Walton v. United Consumers Club, Inc.*, 786 F.2d 303, 313 (7th Cir. 1986) (holding that admission of interrogatory answers as evidence was erroneous, and commenting that “[t]he district judge’s apparent belief that hearsay is admissible if the declarant is available for cross-examination is unsupported by the rules of evidence.”).

Third, even if the declarations are not technically admissible, the Court can consider them as part of the court file in satisfying itself that the Debtors have met their confirmation burden. *See In re Gulfstar Indus., Inc.*, 236 B.R. at 77–78; Resnick & Somner, 7 Collier on Bankruptcy, § 1128.

4. The Debtors’ anticipated approach to contested issues

The Debtors expect that the principal and perhaps sole contested issue remaining by the start of the confirmation hearing will be the United States Trustee’s objections to the breadth and propriety of the third-party release and exculpation provisions. Although some aspects of the United States Trustee’s objections are legal in nature, others will require evidence to support the release and exculpation provisions in the Plan. To address these issues, the Debtors propose to rely in part on the same methods above (the terms of the Plan, documents in the Court file, the memorandum of law in support of confirmation, other materials submitted in support of confirmation, stipulations, and declarations). But in addition, the Debtors intend to present

examination—a “standard order issued by each judge of this Court”—is permissible under the Federal Rules).

limited live testimony to ensure that the disputed matters are fully heard with the opportunity for cross examination by objectors and questioning by the Court.

Conclusion

Based on the limited objections the Debtors received to their Plan, many of which they expect to resolve, the Debtors plan to present a short and efficient confirmation hearing. Pursuant to the authorities discussed above, the Debtors anticipate satisfying their burden at the confirmation hearing through a variety of methods, relying principally on submitted materials for issues not in dispute and supplying limited live testimony for matters in dispute. The Debtors look forward to discussing these issues further at the December 6th status conference.

Dated: December 5, 2016
Chicago, Illinois

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Exhibit A

Plan Objection Overview

Objecting Party	Issues
<p>Core Issues: The following parties raised issues regarding the confirmability of the Plan, including the scope and permissibility of the release, exculpation, and injunction provisions, and various concerns about the Debtors’ ability to meet certain confirmation requirements due to alleged improper classification of various classes. The Debtors are working with these parties to resolve their concerns, but expect that certain issues may remain open at the time of Confirmation.</p>	
<p>Chartwell Advisory Group Ltd. [Docket No. 5744]</p>	<ul style="list-style-type: none"> • Third-party release provision should not apply to Chartwell’s litigation claims against non-Debtor affiliates • Unfair discrimination related to separate classification of Disputed Unsecured Claims and Undisputed Unsecured Claims
<p>Coletta Plaintiffs [Docket No. 5731]</p>	<ul style="list-style-type: none"> • Third-party release and injunction provisions should not apply to personal injury litigation against non-Debtor affiliates • Improper classification of the Coletta Plaintiffs’ claims, which creates good faith, unfair discrimination, and feasibility issues
<p>United States Trustee [Docket No. 5726]</p>	<ul style="list-style-type: none"> • Breadth and non-consensual nature of third-party release • Exculpation provision is too broad and should be limited to estate fiduciaries • Inadequate basis for payment of fees to certain creditors and creditor advisors • Inadequate basis for payment of post-effective date amounts to statutory unsecured creditors’ committee
<p>Third-Party Release Issues: The following additional parties also objected to the scope of the third-party release as it applies to their clients and their claims against, or ordinary course relationship with, non-Debtor affiliates. The Debtors expect to resolve all or substantially all of these objections through inclusion of carve-out language in the Plan that addresses their concerns.</p>	
<p>Comenity Bank [Docket Nos. 5752, 5758]</p>	<ul style="list-style-type: none"> • Third-party release provision should not affect ordinary course contractual obligations of non-Debtor affiliates

Objecting Party	Issues
Fern Perez [Docket No. 5753]	<ul style="list-style-type: none"> • Third-party release and injunction provisions should not apply to personal injury litigation against non-Debtor affiliates
Google, Inc. [Docket No. 5746]	<ul style="list-style-type: none"> • Third-party release provision should not impair ordinary course contractual rights against non-Debtor affiliates • Contract cure and assumption issues
HOB Boardwalk, Inc. [Docket No. 5730]	<ul style="list-style-type: none"> • Third-party release provision should not affect ordinary course non-Debtor guaranties of Debtor contract obligations
Hospitality Network, LLC [Docket No. 5740]	<ul style="list-style-type: none"> • Third-party release provision should not affect ordinary course non-Debtor guaranties of Debtor contract obligations
Konami Gaming, Inc. [Docket No. 5735]	<ul style="list-style-type: none"> • Third-party release, injunction, and exculpation provisions too broad and should not impair Konami's rights as to non-Debtor affiliates • Contract cure and assumption issues
Levine Plaintiffs [Docket Nos. 5745, 5750]	<ul style="list-style-type: none"> • Third-party release and injunction provisions should not apply to personal injury litigation against non-Debtor affiliates
Lexon Insurance Company [Docket No. 5725]	<ul style="list-style-type: none"> • Third-party release provision should not affect surety bond obligations for non-Debtor affiliates
NV Energy, Inc. [Docket No. 5734]	<ul style="list-style-type: none"> • Third-party release provision should not affect non-Debtor affiliates' obligations under utility regulations
Remillard Plaintiffs [Docket No. 5754]	<ul style="list-style-type: none"> • Third-party release and injunction provisions should not apply to personal injury litigation against non-Debtor affiliates

Objecting Party	Issues
<p>Miscellaneous Tax Objections: The following taxing authorities raised various issues with the Plan specific to their constituencies. The Debtors expect to resolve all of these concerns in advance of Confirmation.</p>	
<p>Louisiana Department of Revenue [Docket No. 5757]</p>	<ul style="list-style-type: none"> • No specification of interest rate for priority tax claims • No provisions governing default or conversion to chapter 7 • Plan appears to impair setoff rights
<p>Michigan Unemployment Insurance Agency [Docket No. 5707]</p>	<ul style="list-style-type: none"> • No specification of interest rate for secured tax claims • No provisions governing default or conversion to chapter 7
<p>Contract Cure and Assumption Issues: The following parties filed objections to the Plan related to the assumption, assignment, and/or cure of executory contracts with the Debtors. The Debtors expect to resolve all or substantially all of these in advance of Confirmation.</p>	
<p>Agilysys NV, LLC [Docket No. 5265]</p>	<ul style="list-style-type: none"> • Contract cure discrepancy
<p>Cigna [Docket No. 4700]</p>	<ul style="list-style-type: none"> • Contract cure discrepancy
<p>Culinary Trust Funds [Docket No. 5733]</p>	<ul style="list-style-type: none"> • Contract cure discrepancy
<p>DNT Acquisition, LLC [Docket No. 4702]</p>	<ul style="list-style-type: none"> • Contract cure discrepancy
<p>Iron Mountain [Docket No. 5723]</p>	<ul style="list-style-type: none"> • Contract cure discrepancy
<p>Oracle [Docket No. 5724]</p>	<ul style="list-style-type: none"> • Contract cure discrepancy • Adequate assurance issues
<p>Rincon Band of Luiseno Mission Indians [Docket No. 5738]</p>	<ul style="list-style-type: none"> • Adequate assurance issues
<p>Schindler Elevator Corporation [Docket No. 5742]</p>	<ul style="list-style-type: none"> • Contract cure discrepancy
<p>Stoel Rives [Docket Nos. 5708, 5711]</p>	<ul style="list-style-type: none"> • Reserves rights on contract cure amount pending payment of ordinary course postpetition contract amounts

Objecting Party	Issues
TPUSA, Inc. [Docket No. 4612]	<ul style="list-style-type: none"> Reserves rights on contract cure amount pending payment of ordinary course postpetition contract amounts
<p>Reservations of Rights: The following parties filed reservations of rights to object to the Plan if certain conditions are not satisfied. The Debtors do not expect any of these parties to object to the Plan provided that parties are signed off on definitive documentation or are otherwise satisfied that definitive documentation will be satisfactory in advance of the Plan effective date.</p>	
Ad Hoc Committee of First Lien Bank Lenders [Docket No. 5751]	<ul style="list-style-type: none"> Reserves rights pending its approval of all necessary definitive documentation
Ad Hoc Committee of First Lien Noteholders [Docket No. 5747]	<ul style="list-style-type: none"> Reserves rights pending its approval of all necessary definitive documentation
Apollo, TPG [Docket No. 5759]	<ul style="list-style-type: none"> Reserves rights pending its approval of all necessary definitive documentation
Caesars Entertainment Corporation [Docket No. 5739]	<ul style="list-style-type: none"> Reserves rights pending its approval of all necessary definitive documentation
National Retirement Fund [Docket No. 5728]	<ul style="list-style-type: none"> Reserves rights pending documentation of resolution with Debtors
Official Committee of Second Priority Noteholders [Docket No. 5737]	<ul style="list-style-type: none"> Reserves rights pending its approval of all necessary definitive documentation
Statutory Unsecured Claimholders' Committee [Docket No. 5748]	<ul style="list-style-type: none"> Reserves rights to object if any definitive documentation adversely impacts its constituency
Wilmington Trust, N.A. as Successor Indenture Trustee for the 10.75% Senior Unsecured Notes [Docket No. 5756]	<ul style="list-style-type: none"> Reserves rights to object if any definitive documentation adversely impacts its constituency