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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

August 17, 2015 (August 11, 2015)
Date of Report (Date of earliest event reported)

Caesars Entertainment Corporation
(Exact name of registrant as specified in its charter)

Delaware	001-10410	62-1411755
(State of Incorporation)	(Commission File Number)	(IRS Employer Identification Number)

One Caesars Palace Drive
Las Vegas, Nevada 89109
(Address of principal executive offices) (Zip Code)

(702) 407-6000
(Registrant's telephone number, including area code)

N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 7.01 Regulation FD Disclosure.

On August 17, 2015, Caesars Entertainment Corporation ("CEC") and Caesars Entertainment Operating Company, Inc., a majority owned subsidiary of CEC ("CEOC"), announced that while they have been engaged in confidential discussions with certain beneficial holders (the "Ad Hoc Bank Steering Committee") of first lien debt (the "First Lien Bank Debt") incurred by CEOC pursuant to that certain Third Amended and Restated Credit Agreement (the "Credit Agreement"), dated as of July 25, 2014, by and among CEC, CEOC, the lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as administrative agent, CEC, CEOC and the Ad Hoc Bank Steering Committee have not been able to reach an agreement regarding the Restructuring (as defined in the Fourth Amended and Restated Restructuring Support and Forbearance Agreement (the "Bond RSA"), dated as of July 31, 2015, among CEC, CEOC, and certain holders of claims in respect of CEOC's 11.25% senior secured notes due 2017, CEOC's 8.5% senior secured notes due 2020 and CEOC's 9% senior secured notes due 2020). In connection with the discussions, CEC provided certain confidential information to the Ad Hoc Bank Steering Committee pursuant to non-disclosure agreements ("NDAs") among CEC, CEOC and the Ad Hoc Bank Steering Committee. The NDAs have now expired pursuant to their terms. CEC is making the disclosures herein in accordance with the terms of the NDAs. All capitalized terms used, but not defined herein, have the meanings ascribed to such terms in the Bond RSA, a copy of which is attached as Exhibit 10.1 to the Current Report on Form 8-K dated August 3, 2015 and filed by CEC with the Securities and Exchange Commission.

On August 11, 2015, a telephonic meeting (the "Meeting") occurred among CEC, CEOC and the Ad Hoc Bank Steering Committee, together with their respective legal and financial advisors. Prior to the Meeting, advisors to the Ad Hoc Bank Steering Committee had stated that in order for their clients to support a Restructuring, four changes (the "Proposed Changes") would need to be made to the terms of a Restructuring as outlined in the Bond RSA:

1. The New First Lien OpCo Debt ("Bank 1L OpCo Debt") and New Second Lien OpCo Debt ("Bank 2L OpCo Debt", and together with Bank 1L OpCo Debt, the "Bank OpCo Debt") proposed to be received by the First Lien Bank Debt holders must be syndicated so that the First Lien Bank Debt holders would receive no Bank OpCo Debt on the Effective Date.
2. Any Mezzanine CPLV Debt proposed to be received by the First Lien Bank Debt holders should be replaced by additional PropCo Preferred Equity, which would be issued to First Lien Bank Debt holders upon the same terms and conditions offered to holders of First Lien Bond Claims pursuant to the Bond RSA.
3. CEC will pay, upon the effectiveness of a restructuring support and forbearance agreement signed by the First Lien Bank Debt Holders substantially similar to the Bond RSA (the "Bank RSA"), $125 million (the "Upfront Payment") to the First Lien Bank Debt Holders as detailed in the Current Report on Form 8-K dated April 20, 2015 filed by CEC with the Securities and Exchange Commission (the "April Form 8-K").
4. The existing collection guarantee provided by CEC with respect to the amounts outstanding under the Credit Agreement will be clarified and/or amended (the "CEC Credit Agreement Guarantee Amendment") pursuant to the proposal of the Ad Hoc Bank Steering Committee as detailed in the April Form 8-K.

After a series of negotiations among the parties, the last proposal relating to the Proposed Changes was made by CEC and contained the following terms:

1. CEC would contribute a cash amount to OpCo equal to up to 5% of the face amount of the of Bank 1L OpCo Debt to be received by the First Lien Bank Debt holders (the "1L OpCo Cash Amount"), with the cash being used by OpCo to retire Bank 1L OpCo Debt. The 1L OpCo Cash Amount

would be increased relative to the amount of Bank 1L OpCo Debt to be received by the First Lien Bank Debt holders (i.e., any Bank 1L OpCo Debt that was unable to be syndicated), as compared to the maximum amount of such debt to be issued to the First Lien Bank Debt holders as per the terms of the Bond RSA. For illustrative purposes only, if the Bank 1L OpCo Debt was fully syndicated so that First Lien Bank Debt holders receive no Bank 1L OpCo Debt, the 1L OpCo Cash Amount would be $0. If the Bank 1L OpCo Debt was unable to be syndicated and First Lien Bank Debt holders receive $882 million of Bank 1L OpCo Debt, the 1L OpCo Cash Amount would be $44 million.

2. CEC would contribute a cash amount to OpCo equal to 5 to 10% of the face amount of the of Bank 2L OpCo Debt to be received by the First Lien Bank Debt holders (the "2L OpCo Cash Amount"), with the cash being used by OpCo to retire Bank 2L OpCo Debt. The 2L OpCo Cash Amount would be increased relative to the amount of Bank 2L OpCo Debt to be received by the First Lien Bank Debt holders (i.e., any Bank 2L OpCo Debt that was unable to be syndicated), as compared to the maximum amount of such debt to be issued to the First Lien Bank Debt holders as per the terms of the Bond RSA. For illustrative purposes only, if the Bank 2L OpCo Debt was fully syndicated so that First Lien Bank Debt holders receive no Bank 2L OpCo Debt, the 2L OpCo Cash Amount would be $0. If the Bank 2L OpCo Debt was unable to be syndicated and First Lien Bank Debt holders receive $406 million of Bank 2L OpCo Debt, the 2L OpCo Cash Amount would be $41 million.

3. OpCo would use 25% of annual excess cash flow to make mandatory par offers for the New Second Lien OpCo Debt and Bank 1L OpCo Debt (the "OpCo Par Offers"). OpCo Par Offers would be filled in reverse seniority order. The 50% excess cash flow sweep contained in the Lease Term Sheet (annexed to the Bond RSA) that reduces the Capital Expenditures Reimbursement Amount shall be reduced to 25% to account for the OpCo Par Offers.

4. The First Lien Bank Debt holders would have the option to convert any Mezzanine CPLV Debt they were to receive to New Second Lien PropCo Debt.

5. CEC would make an Upfront Payment of $62.5 million (assuming 100% of the First Lien Bank Debt holders executed the Bank RSA) upon the effectiveness of the Bank RSA. The Applicable Rate would be fixed at per annum rate equal to 6.5%.

6. Subsequent to exchanging drafts of a proposed CEC Credit Agreement Guarantee Amendment, and following the Ad Hoc Bank Steering Committee receiving the proposed CEC Credit Agreement Guarantee Amendment as detailed in Exhibit 99.1 hereto from CEC's advisors, the Ad Hoc Bank Steering Committee notified CEC that it did not believe they could reach agreement on the CEC Credit Agreement Guarantee Amendment and therefore would not continue negotiating the document.

At this time CEC, CEOC and the Ad Hoc Bank Steering Committee have been unable to reach an agreement on the terms of the Proposed Changes. Accordingly, as of August 16, 2015, CEC has ceased discussions with the Ad Hoc Bank Steering Committee.

The information set forth in this Item 7.01 of this Current Report on Form 8-K is being furnished pursuant to Item 7.01 of Form 8-K and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any of CEC's filings under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date hereof and regardless of any general incorporation language in such filings, except to the extent expressly set forth by specific reference in such a filing. The filing of this Item 7.01 of this Current Report on Form 8-K shall not be deemed an admission as to the materiality of any information herein that is required to be disclosed solely by reason of Regulation FD.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits. The following exhibit is being furnished herewith:

Exhibit No.	Description
99.1	Proposed CEC Credit Agreement Guarantee Amendment.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CAESARS ENTERTAINMENT CORPORATION

Date: August 17, 2015

By: /s/ SCOTT E. WIEGAND
Name: Scott E. Wiegand
Title: Senior Vice President, Deputy General Counsel and Corporate Secretary

EXHIBIT INDEX

Exhibit No.	Description
99.1	Proposed CEC Credit Agreement Guarantee Amendment.

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Exhibit 99.1

AMENDMENT TO GUARANTY AND PLEDGE AGREEMENT

THIS AMENDMENT TO GUARANTY AND PLEDGE AGREEMENT (this "Amendment") is effective as of the [ ] day of [ ], 2015 (the "Effective Date"), by and among Caesars Entertainment Corporation, a Delaware corporation ("Holdings"), Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent (in such capacity, the "Agent") for the Lenders (as defined below), and the Requisite Lenders (as defined below).

WHEREAS, Holdings is a party to that certain Guaranty and Pledge Agreement, dated as of July 25, 2014 (as amended, amended and restated, modified or supplemented from time to time, the "Guaranty and Pledge Agreement"; each defined term used herein but not defined herein shall have the meaning assigned thereto in the Guaranty and Pledge Agreement) made by Holdings, in favor of the Agent for the lenders (the "Lenders") party to the Third Amended and Restated Credit Agreement, dated as of July 25, 2014 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among Holdings, Caesars Entertainment Operating Company, Inc., a Delaware Corporation (the "Borrower"), the Lenders party thereto from time to time, the Agent, and the other parties named therein;

WHEREAS, Section 23 of the Guaranty and Pledge Agreement provides that certain provisions of the Guaranty and Pledge Agreement may be amended, supplemented or otherwise modified pursuant to a written instrument executed by Holdings and the Agent, with the consent of the Credit Agreement Holdco Secured Parties holding a majority in aggregate principal amount of the Holdco Guaranteed Loans (collectively, the "Requisite Lenders"); and

WHEREAS, Holdings desires to amend and modify certain provisions of the Guaranty and Pledge Agreement as described in Section 1 hereof and, subject to the terms hereof, the Agent and the Requisite Lenders are willing to agree to such amendments and modifications.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and for other good and valuable consideration, the mutuality, receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Amendments to Guaranty and Pledge Agreement. As of the Effective Date, the Guaranty and Pledge Agreement is hereby amended as follows:

(a) Paragraph 1 of the Guaranty and Pledge Agreement is hereby amended by adding the following definitions therein in alphabetical order:

"Acknowledgment": a public announcement by Holdings of Holdings's agreement that (x) any guarantee by Holdings of any Existing Debt has been, is or shall be reinstated or (y) any guarantee by Holdings of any Existing Debt remains in effect and is continuing.

"Court Determination": (i) a determination by a court of competent jurisdiction that (x) any guarantee by Holdings of any Existing Debt has been, is or shall be reinstated or (y) any guarantee by Holdings of any Existing Debt remains in effect and is continuing or (ii) the granting of money damages by a court of competent jurisdiction to the holders of Existing Debt in connection with the release of any such guarantee.

"Existing Debt": all of the Borrower's bond debt outstanding on the Effective Date.

"Existing Secured Debt": all of the Borrower's secured bond debt outstanding on the Effective Date.

"Pre-Amendment Guaranty and Pledge Agreement": the Amended and Restated Guaranty and Pledge Agreement dated as of June 10, 2009 made by Holdings in favor of Bank of America, N.A., as predecessor of the Agent, in the form in effect immediately prior to the effectiveness of this Agreement on July 25, 2014.

(b) Paragraph 5(b) of the Guaranty and Pledge Agreement is hereby amended by deleting in its entirety each reference therein to "or immediately available funds".

(c) Paragraph 13(j) of the Guaranty and Pledge Agreement is hereby deleted in its entirety and is hereby replaced with the following:

"(j) Holdings shall not provide to any holder of the Borrower's bank or bond debt outstanding on the Amendment Effective Date or incurred thereafter (other than the Holdco Guaranteed Obligations hereunder), a guaranty of such debt (a "New Guaranty") that includes terms more favorable to such holder than the guaranty of the Holdco Guaranteed Loans outstanding on the Amendment Effective Date provided by Holdings hereunder (an "MFN Guaranty"), unless, in any such case, the Holdco Guaranteed Loans outstanding on the Amendment Effective Date are provided with terms consistent with such more favorable terms. Holdings shall provide prompt notice to the Agent of the entry into any New Guaranty after the Effective Date. If Holdings enters into any such MFN Guaranty in violation of this paragraph (j), then, without waiving any default arising as a result of the failure thereof or any rights or remedies of the Agent with respect thereto, this Agreement shall automatically be deemed amended to the extent necessary to include such more favorable terms set forth in such MFN Guaranty (including, to the extent such MFN Guaranty is a full payment guaranty, by converting the guarantee hereunder into a full payment guaranty on terms consistent with such MFN Guaranty);

In addition, in the event of a Court Determination or an Acknowledgement that any Existing Debt is guaranteed by Holdings after the Effective Date, and the aggregate principal amount of such Existing Debt that is determined to be so guaranteed by Holdings after the Effective Date (excluding any Existing Debt held by Affiliates of Holdings), or the amount of monetary damages awarded in such Court Determination (excluding any monetary damages attributable to Existing Debt held by Affiliates of Holdings), exceeds $250 million, then this Agreement shall automatically be deemed amended, while such guarantee is in effect or while such damages award is outstanding, to be in the form of the Pre-Amendment Guaranty and Pledge Agreement in all respects (including being a full payment guaranty on the terms set forth therein; provided that, such Pre-Amendment Guaranty and Pledge Agreement shall be deemed amended to delete the reference to "or immediately available funds" in each of paragraph 5(b) and paragraph 27(a) thereof). Notwithstanding any such amendment of this Agreement to be in the form of the Pre-Amendment Guaranty and Pledge Agreement pursuant to the terms of the preceding sentence, (i) no enforcement under this Agreement, as so amended, shall be permitted by the Agent or the Secured Parties unless and until an enforcement action is taken against CEC by or on behalf of the holders of any Existing Secured Debt with respect to the applicable reinstated guarantee or such damages award and (ii) if such reinstated guarantee is no longer in effect or such damages award is not outstanding (as a result of the reversal of such Court Determination on appeal or otherwise), then such deemed amendment to this Agreement in the form of the Pre-Amendment Guaranty and Pledge Agreement pursuant to the preceding sentence shall cease to be in effect, and the terms of this Agreement shall reflect the terms of this Amendment in effect immediate prior to the effectiveness of any such deemed amendment pursuant to the preceding sentence."

(d) Paragraph 23 of the Guaranty and Pledge Agreement is hereby amended by inserting the following immediately prior to the "." at the end of the first sentence thereof:

"; *provided* that, any portion of Holdco Guaranteed Obligations (including Holdco Guaranteed Loans) held by Holdings, the Borrower or any other Loan Party, or any Affiliate of Holdings, the Borrower

or any other Loan Party, shall, in each case, be disregarded for purposes of determining whether the requisite number of Guaranteed Parties (including the Credit Agreement Holdco Secured Parties) have (A) consented (or not consented) to any amendment, supplement, modification, waiver, consent or other action with respect to any of the terms of this Agreement or (B) directed or required the Agent or any Guaranteed Party (including any Credit Agreement Holdco Secured Party) to undertake any action (or refrain from taking any action) with respect to or under this Agreement."

(e) Paragraph 27(a) of the Guaranty and Pledge Agreement is hereby deleted in its entirety and is hereby replaced with the following:

"(a) This Agreement, the pledges and guarantees made herein, the Liens in the Collateral created hereby and all other security interests granted hereby, shall automatically terminate and/or be released all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to Holdings, upon the earlier to occur of (i) the date when all the Holdco Guaranteed Obligations, with respect to the guaranty by Holdings, and the date when all the Holdco Guaranteed Secured Obligations, with respect to the pledge, liens and all other obligations (in each case other than contingent or unliquidated obligations or liabilities not then due) have been paid in full in cash; provided that, upon payment in full of the Holdco Guaranteed Obligations, the Agent may assume that no Holdco Guaranteed Obligations are outstanding unless otherwise advised in writing by the Borrower and (ii) the date of effectiveness of (and immediately prior to) the Exit (as defined in the RSA)."

(f) The following new Paragraph 37 shall be added immediately after Paragraph 36 of the Guaranty and Pledge Agreement:

"37. Rules of Construction. The expressions "[payment] [paid] in full [in cash] of [all] [any] of the [Holdco Guaranteed Obligations] [Holdco Guaranteed Secured Obligations]," "[Holdco Guaranteed Obligations] [Holdco Guaranteed Secured Obligations] have been paid in full [in cash]," and any other similar terms or phrases when used herein shall mean payment of the applicable Holdco Guaranteed Obligations or Holdco Guaranteed Secured Obligations (as applicable) in cash in United States Dollars by wire transfer of immediately available funds, and shall not include payment of any other type or form, including any property, assets, securities (debt or equity), certificates of deposit, time deposits, bankers' acceptances, commercial paper, investments, cash equivalents or any other security or instrument that is considered to be equivalent to cash.

Unless otherwise specified, references in this Agreement to any Paragraph, Section, clause or subclause refer to such Paragraph, Section, clause or subclause as contained in this Agreement. The words "herein," "hereof" and "hereunder" and other words of similar import in this Agreement refer to this Agreement as a whole, and not to any particular Section, clause or subclause contained in this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter genders. The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall"; and the words "asset" and "property" shall be construed as having the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. The word "cash" shall be construed to mean United States Dollars."

SECTION 2. Condition to Effectiveness. This Amendment shall become effective as of the Effective Date (i) upon receipt by the Agent from (a) Lenders constituting the Requisite Lenders and (b) each of the other parties hereto, of a counterpart signature page to this Amendment signed on behalf of such party and (ii) upon holders of at least 66.66% of the First Lien Notes Obligations and First Lien Bank Obligations (both as defined in the RSA) executing and delivering counterpart signature pages to the RSA (or a similar restructuring support and forbearance agreement acceptable to Holdings and the Borrower). In addition, if the RSA is terminated (other than as a result of Holdings' failure to perform or comply in all material respects with the terms and conditions of the RSA (unless such failure to perform or comply arises as a result of another party to the RSA's actions or inactions)) then the terms of this Amendment shall cease to be effective and the terms of the Guaranty and Pledge Agreement in effect immediately prior to the effectiveness of this Amendment shall be in effect and shall govern the terms of the Guaranty and Pledge Agreement in all respects.

SECTION 3. [Reserved][1]

SECTION 4. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles.

SECTION 5. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

SECTION 6. Counterparts. This Amendment may be executed by the parties hereto in one or more counterparts, including by electronic or facsimile signature, each of which taken together shall be deemed to constitute one and the same instrument.

SECTION 7. Loan Document. The parties hereto hereby agree that, at and after the Effective Date, this Amendment shall constitute a Loan Document.

SECTION 8. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 9. Further Assurances. The parties hereto shall do such further acts and things and execute and deliver to each other such additional assignments, agreements, powers and instruments as may be reasonably necessary to carry into effect the intent and purpose of this Agreement.

SIGNATURES APPEAR ON NEXT PAGE

[1] Expense reimbursement governed by RSA.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

CAESARS ENTERTAINMENT CORPORATION

By: _____
Name:
Title:

Signature Page to Amendment to Guaranty and Pledge Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Agent

By:
Name:
Title:

Signature Page to Amendment to Guaranty and Pledge Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

LENDER:

By: _____
Name:
Title:

Signature Page to Amendment to Guaranty and Pledge Agreement