

EXHIBIT 134

From: Sprayregen, James H.M.
Sent: Tuesday, February 24, 2015 7:59 PM
To: 'Michael Kramer - personal (Kramer.mike@gmail.com)'
Subject: FW: Perella Weinberg Partners ("PWP") /Caesars Entertainment Operating Company

From: Marc Rowan [mailto:rowan@ApolloLP.com]
Sent: Sunday, February 22, 2015 6:22 PM
To: Basta, Paul M; Sprayregen, James H.M.
Cc: David Sambur
Subject: FW: Perella Weinberg Partners ("PWP") /Caesars Entertainment Operating Company

These are more limited than discussed. The concept that was discussed was that these guys would be available to work on the deal and provide litigation support and PWP would contract with them directly and they would receive compensation as agreed with PWP. Kramer would be available to work on the deal and provide litigation support and we would contract with him directly and reduce the PWP fee to cover Kramer. PWP would give us some additional staff and they could be involved over time and receive the bulk of the fee and “credit”. I suggest we simplify everyone’s life and just include all three under the PWP contract and give them ___% of the fee and let PWP keep the other ___% of the fee and provide that the three will work on the deal and provide litigation support. I was thinking 35/65 but don’t really care. PWP needs to be an adult and put the client first. See if you can get this close before I call Peter again. Tks, MR

From: Klein, Jeffrey [mailto:jeffrey.klein@weil.com]
Sent: Sunday, February 22, 2015 7:08 PM
To: Marc Rowan
Cc: Peter Weinberg (pweinberg@pwpartners.com)
Subject: FW: Perella Weinberg Partners ("PWP") /Caesars Entertainment Operating Company

Marc,

Peter is traveling in London and he asked that I be sure to send a copy of the below to you.

Regards,

Jeff



Jeffrey S. Klein
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+1 212 310 8007 Fax
<http://www.weil.com/jeffreyklein/>

From: Klein, Jeffrey
Sent: Sunday, February 22, 2015 7:07 PM
To: 'Sprayregen, James H.M.'
Cc: Basta, Paul M; Seligman, David R.; Greco, Christopher T.; Zeiger, Jeffrey J.; Zott, David J.; 'ronen@jenrocapital.com'; stevewin55@gmail.com; Peter Weinberg (pweinberg@pwpartners.com); Kevin Cofsky ; Vladimir Shendelman;

NYSCEF DOC NO. 614
Walsh, Michael, Warner, Millie

RECEIVED NYSCEF: 01/25/2020

Subject: RE: Perella Weinberg Partners ("PWP") /Caesars Entertainment Operating Company

Jamie,

Attached are proposed agreements reflecting the terms which I discussed with you late Friday afternoon.

I believe that you are aware of this, but I wanted to remind everyone that, in addition to the restrictive covenants applicable to the recently terminated PWP partners and executives pursuant to their various executed agreements with PWP, they remain partners or employees of the firm for 90 days following their termination, during which period they are being paid by and continue to owe fiduciary duties to PWP. They are not permitted to engage in any business or other activities that compete with PWP during this period.

Regards,

Jeff



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Litigation Support Agreement

This litigation support agreement (the “Agreement”) is entered into between Joshua Scherer (“Scherer”) and Perella Weinberg Partners LP (“PWP”) as of February __, 2015. Scherer and PWP are each referred to as a “Party,” and collectively as the “Parties.”

I. Scope of Services

- A. Scherer shall assist PWP in providing services to Cacsars Entertainment Operating Company, Inc. (“CEOC”) in connection with (i) the opinion, dated October 11, 2013, that PWP provided to the Board of Directors of CEOC (the “Opinion”) and (ii) the analysis that PWP presented to the Governance Committee of the Board of Directors of CEOC on or about December 18, 2014, concerning the Restructuring Support and Forbearance Agreement (the “Analysis”). In the event of any litigation involving the Opinion and/or the Analysis, Scherer shall, if requested to do so, provide testimony and/or assist PWP in preparing other witnesses to testify as to the Opinion and/or the Analysis (such testimony and/or assistance hereinafter referred to as “Litigation Support”).
- B. Other than the Litigation Support, Scherer shall not perform any work for CEOC.

II. Personnel and Support

- A. PWP will make available to Scherer such documents, data, equipment, personnel, and other support as are necessary for Scherer to perform the services under this Agreement.
- B. Scherer shall interact with PWP with respect to the services to be provided under this Agreement through Gary Barancik (“Barancik”), unless otherwise agreed in advance with Barancik. Barancik shall facilitate making PWP resources, including personnel, available, as necessary, to Scherer to support his work in providing the services under this Agreement.
- C. In performing the services under this Agreement, Scherer shall not engage or work with any firm or individuals other than PWP and PWP personnel, unless requested to do so by PWP.

- III. **Compensation.** PWP agrees to pay Scherer at the hourly rate of \$1,000 for his work in performing the services under this Agreement. Scherer shall provide PWP with a statement of his hours, accompanied by a description of the work performed, on a monthly basis. PWP shall not bill CEOC for any portion of the fees charged by Scherer to PWP.

- IV. **Indemnification.** Scherer shall indemnify and hold harmless PWP against any liabilities, including any final judgments and any costs (including reasonable attorneys’ fees), incurred in defending against any claims resulting from Scherer’s gross negligence or willful misconduct in performing the services under this Agreement.

- V. **Entire Agreement.** This Agreement sets forth the entire agreement for rendering professional services between the Parties. It can be amended or modified only in writing signed by both Parties, and not orally or by course of conduct.
- VI. **Counterparts.** This Agreement may be signed in one or more counterparts.
- VII. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in any New York state or federal court sitting in the Borough of Manhattan of the City of New York.
- VIII. **No Prejudice.** The Parties agree that this Agreement is without prejudice to PWP's position regarding the applicability of the restrictive covenants and other provisions in PWP's partnership and employment agreements to Scherer or other current or former PWP Limited Partners or employees.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

Perella Weinberg Partners LP

Joshua Scherer

By: _____

Litigation Support Agreement

This litigation support agreement (the “Agreement”) is entered into between Adam Verost (“Verost”) and Perella Weinberg Partners LP (“PWP”) as of February __, 2015. Verost and PWP are each referred to as a “Party,” and collectively as the “Parties.”

I. Scope of Services

- A. Verost shall assist PWP in providing services to Caesars Entertainment Operating Company, Inc. (“CEOC”) in connection with (i) the opinion, dated October 11, 2013, that PWP provided to the Board of Directors of CEOC (the “Opinion”) and (ii) the analysis that PWP presented to the Governance Committee of the Board of Directors of CEOC on or about December 18, 2014, concerning the Restructuring Support and Forbearance Agreement (the “Analysis”). In the event of any litigation involving the Opinion and/or the Analysis, Verost shall, if requested to do so, provide testimony and/or assist PWP in preparing other witnesses to testify as to the Opinion and/or the Analysis (such testimony and/or assistance hereinafter referred to as “Litigation Support”).
- B. Other than the Litigation Support, Verost shall not perform any work for CEOC.

II. Personnel and Support

- A. PWP will make available to Verost such documents, data, equipment, personnel, and other support as are necessary for Verost to perform the services under this Agreement.
- B. Verost shall interact with PWP with respect to the services to be provided under this Agreement through Gary Barancik (“Barancik”), unless otherwise agreed in advance with Barancik. Barancik shall facilitate making PWP resources, including personnel, available, as necessary, to Verost to support his work in providing the services under this Agreement.
- C. In performing the services under this Agreement, Verost shall not engage or work with any firm or individuals other than PWP and PWP personnel, unless requested to do so by PWP.

- III. **Compensation.** PWP agrees to pay Verost at the hourly rate of \$800 for his work in performing the services under this Agreement. Verost shall provide PWP with a statement of his hours, accompanied by a description of the work performed, on a monthly basis. PWP shall not bill CEOC for any portion of the fees charged by Verost to PWP.

- IV. **Indemnification.** Verost shall indemnify and hold harmless PWP against any liabilities, including any final judgments and any costs (including reasonable attorneys’ fees), incurred in defending against any claims resulting from Verost’s gross negligence or willful misconduct in performing the services under this Agreement.

- V. **Entire Agreement.** This Agreement sets forth the entire agreement for rendering professional services between the Parties. It can be amended or modified only in writing signed by both Parties, and not orally or by course of conduct.
- VI. **Counterparts.** This Agreement may be signed in one or more counterparts.
- VII. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in any New York state or federal court sitting in the Borough of Manhattan of the City of New York.
- VIII. **No Prejudice.** The Parties agree that this Agreement is without prejudice to PWP's position regarding the applicability of the restrictive covenants and other provisions in PWP's partnership and employment agreements to Verost or other current or former PWP Limited Partners or employees.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

Perella Weinberg Partners LP

Adam Verost

By: _____
