

1. Public Notice

Documents:

[7-15-24 AND 8-5-24.PDF](#)
[8-5-24 LEGISLATURE NOTICE FOR LVS - COLISEUM.PDF](#)

2. 172-24 AND 173-24 REDACTED

Documents:

[172-24 AMENDMENT REDACTED.PDF](#)
[173-24 AMENDMENT REDACTED.PDF](#)

3. Calendar 8/5

Documents:

[8-5-24.PDF](#)

4. Propose Ordinances 8/5

Documents:

[PROPOSED ORD 28-2024.PDF](#)
[PROPOSED ORD 29-2024.PDF](#)
[PROPOSED ORD 30-2024.PDF](#)
[PROPOSED ORD 31-2024.PDF](#)
[PROPOSED ORD 32-2024.PDF](#)
[PROPOSED ORD 33-2024.PDF](#)
[PROPOSED ORD 34-2024.PDF](#)
[PROPOSED ORD 35-24.PDF](#)

5. Proposed Resolutions 8/5

Documents:

[PROPOSED RES. 99-24.PDF](#)
[PROPOSED RES. 100-24.PDF](#)
[PROPOSED RES. 101-24.PDF](#)
[PROPOSED RES. 102-24.PDF](#)
[PROPOSED RES. 103-24.PDF](#)
[PROPOSED RES. 104-24.PDF](#)
[PROPOSED RES. 105-24.PDF](#)
[PROPOSED RES. 106-24.PDF](#)
[PROPOSED RES. 107-24.PDF](#)
[PROPOSED RES. 108-24.PDF](#)
[PROPOSED RES. 109-24.PDF](#)
[PROPOSED RES. 110-24.PDF](#)
[PROPOSED RES. 111-24.PDF](#)
[PROPOSED RES. 112-24.PDF](#)
[PROPOSED RES. 113-24.PDF](#)
[PROPOSED RES. 114-24.PDF](#)
[PROPOSED RES. 115-24.PDF](#)
[PROPOSED RES. 116-24.PDF](#)
[PROPOSED RES. 118-24.PDF](#)

PROPOSED RES. 121-24.PDF
PROPOSED RESOLUTION NO. 125-24.PDF

5.I. Proposed Resolutions

Documents:

PROPOSED RES. 117-24.PDF
PROPOSED RES. 119-24.PDF
PROPOSED RES. 120-24.PDF
PROPOSED RES. 122-24.PDF
PROPOSED RES. 123-24.PDF
PROPOSED RES. 124-24.PDF
PROPOSED RES. 126-24.PDF

6. 8/5 Proposed Local Laws

Documents:

PROPOSED LL -2024 CI142-24.PDF
142-24 AMENDMENT.PDF

7. Meeting Minutes

Documents:

NCL FULL 08.05.2024 (SANDS AND MASK MANDATE).PDF

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT THE NASSAU COUNTY LEGISLATURE WILL HOLD COMMITTEE MEETINGS OF THE LEGISLATURE ON MONDAY, JULY 15, 2024 STARTING AT 1:00 PM AND WILL HOLD A FULL SESSION OF THE LEGISLATURE ON MONDAY, AUGUST 5, 2024 STARTING AT 1:00 PM FOR PRESENTATIONS AND PUBLIC COMMENT, AND AT 2:00 PM FOR THE LEGISLATIVE CALENDAR IN THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER, 1ST FLOOR, THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING, 1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501.

FULL LEGISLATIVE SESSION.....1:00 PM

COMMITTEES	TIME
RULES	1:00PM
PUBLIC SAFETY	1:00PM
PLANNING, DEVELOPMENT & THE ENVIRONMENT	1:00PM
TOWNS, VILLAGES AND CITIES	1:00PM
ECONOMIC AND COMMUNITY DEVELOPMENT, LABOR AND TRANSPORTATION COMMITTEE	1:00PM
PUBLIC WORKS AND PARKS	1:00PM
HEALTH AND SOCIAL SERVICES	1:00PM
GOVERNMENT SERVICES AND OPERATIONS	1:00PM
MINORITY AFFAIRS	1:00PM
VETERANS	1:00PM
SENIOR AFFAIRS	1:00PM
FINANCE	1:00PM

MICHAEL C. PULITZER
Clerk of the Legislature

Dated: JULY 8, 2024
Mineola, NY

As per the Nassau County Fire Marshal’s Office, the Peter J. Schmitt Memorial Legislative Chamber has a maximum occupancy of 200 people. Attendees who would like to address the Legislature must submit a slip to the Clerk’s office staff. Public comment is limited to three minutes per person. At meetings of the full Legislature, public comment will be heard only during the pre-calendar public comment period and during public hearings that are on the calendar. At meetings of the Legislature’s committees, there is no pre-calendar public comment period. Public comment will be heard on agenda items. Public comment on any item may be emailed to the Clerk of the Legislature at LegPublicComment@nassaucountyny.gov and will be made part of the formal record of this Legislative meeting.

The Nassau County Legislature is committed to making its public meetings accessible to individuals with disabilities and every reasonable accommodation will be made so that they can participate. Please contact the Office of the Clerk of the Legislature at 571-4252, or the Nassau County Office for the Physically Challenged at 227-7101 or TDD Telephone No. 227-8989 if any assistance is needed. Every Legislative meeting is streamed live on <http://www.nassaucountyny.gov/agencies/Legis/index.html>

**Scan the QR code to submit written public comment,
which will be incorporated into the record of this meeting.**





PUBLIC NOTICE

PLEASE TAKE NOTICE THAT

**THE NASSAU COUNTY LEGISLATURE WILL HOLD
A MEETING
REGARDING TWO SEPARATE PROPOSED LEASE
AGREEMENTS BETWEEN NASSAU COUNTY AND
LVS NY HOLDCO 2, LLC FOR APPROXIMATELY 72
ACRES AT THE NASSAU VETERANS MEMORIAL
COLISEUM SITE AND ANY PUBLIC COMMENT
RELATING THERETO**

ON

MONDAY, AUGUST 5, 2024 AT 1:00 PM

IN

**THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER,
THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE
BUILDING, 1550 FRANKLIN AVENUE, MINEOLA,
NEW YORK 11501**

NASSAU COUNTY is proposing to enter into two separate leases with LVS NY HOLDCO 2, LLC ("Sands") (a subsidiary of Las Vegas Sands Corp.) for the Nassau County Veterans Memorial Coliseum property. The first proposed lease will provide for the use, occupancy, operation, maintenance, and security of the existing Nassau Veterans Memorial Coliseum property by Sands, but does not permit development or redevelopment of the Coliseum property, or for the property to be used for a casino. A copy of that proposed lease is available on the Legislature's website at the following link: <https://www.nassaucountyny.gov/5712/Las-Vegas-Sands-Nassau-Coliseum-Site-Doc>, specifically starting at page 37 of this link: <https://www.nassaucountyny.gov/DocumentCenter/View/45574/173-24-UPDATED-VERSION-REDACTED?bidId=>.

The second proposed lease is separate from and independent of the first lease and would permit Sands to redevelop the Coliseum property, subject to land use, zoning and other required approvals, into the Sands Integrated Resort, which could include casino, hotel, and other uses. This second lease is under negotiation. A copy of the current, non-binding term sheet for this second lease is available to the public at the following link:

<https://www.nassaucountyny.gov/5712/Las-Vegas-Sands-Nassau-Coliseum-Site-Doc>, specifically starting on page 33 of the following link:

<https://www.nassaucountyny.gov/DocumentCenter/View/45668/172-24--AMENDMENT-REDACTED?bidId=>. This notice is being provided in accordance with an order of the New York Supreme Court, Nassau County.

Each of the above leases is subject to review under the State Environmental Quality Review Act (“SEQRA” – Article 8 of the New York State Environmental Conservation Law) and the SEQRA implementing regulations at 6 NYCRR Part 617.

As per the Nassau County Fire Marshal’s Office, the Peter J. Schmitt Memorial Legislative Chamber has a maximum occupancy of 200 people.

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MICHAEL C. PULITZER
Clerk of the Legislature
Nassau County, New York
DATED: July 29, 2024
Mineola, NY

Scan the QR code to submit written public comment, which will be incorporated into the record of this meeting.



**AMENDMENT IN THE NATURE OF A
SUBSTITUTION
CLERK ITEM 172-24 REDACTED**

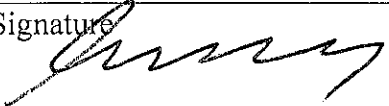
This amendment updates the item to provide additional information regarding scoping in the positive Declaration document

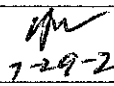
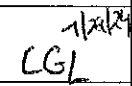
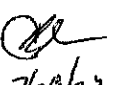

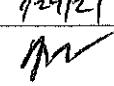
RECORDED
PASADENA COUNTY
CLERK OF SUPERIOR COURT

2024 JUL 29 P 5:23



Staff Summary

Subject Ordinance to Authorize the Nassau County Legislature to Make Certain Determinations Pursuant to SEQRA with Respect to a Proposed Long-Term Lease with LVS NY HOLDCO 2, LLC
Department County Executive
Department Head Name Bruce Blakeman
Department Head Signature 
Date: 7/29/2024

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
 7-29-24	Dept. Head	 LGL	Legislative Affairs.
 7/29/24	Budget	 KCH	County Atty.
 7-29-24	Deputy C.E.		County Exec.

Purpose: To make certain determinations pursuant to the State Environmental Quality Review Act ("SEQRA") and the SEQRA implementing regulations with respect to an agreement of lease between the County and LVS NY HOLDCO 2, LLC in connection with the leasing of the Nassau County Veterans Memorial Coliseum Property.

Discussion:

History The County leased the original 77-acre Coliseum site (the "Site") to Nassau Events Center, LLC ("NEC") pursuant to a ground lease entered into as of October 30, 2013. In July 2015 the County severed the original ground lease into two (2) separate leases for portions of the Coliseum Site: (i) a Coliseum arena lease (the "Restated Coliseum Lease") on approximately 66 acres (reduced to 61 acres when the County sold 5 acres to Memorial Sloan Kettering) (such sixty-six (66) acres of land, less the approximately five (5) acres subsequently severed from the Original Ground Lease, the "Restated Coliseum Lease Site"); and (ii) a Coliseum plaza lease for retail and entertainment development (the "Plaza Lease") on approximately 11 acres. NEC performed an extensive renovation on the Coliseum arena, substantially completed on April 6, 2017. Because the retail and entertainment amenities were not developed in accordance with the provisions of the Plaza Lease, the County exercised its right to terminate the Plaza Lease by Notice of Termination dated May 22, 2018 resulting in a termination of the Plaza Lease and the recapture by the County of approximately eleven (11) acres of land at the Site.

The Restated Coliseum Lease approved in July of 2015 allowed NEC to obtain leasehold financing in connection with the renovation of the Coliseum. NEC obtained \$100 million in EB-5 leasehold financing in late 2015 through United States Immigration Funding from Nassau Coliseum Funding 100, LLC (Leasehold Lender") who made loans (collectively, the "Loans") to NEC secured by certain mortgages (the "Leasehold Mortgages") encumbering NEC's leasehold interest in and to the Restated Coliseum Lease Site. To be financeable, the Restated Coliseum Lease included standard leasehold lender protections, including the protection giving Leasehold Lender the right to cure any NEC payment default and the right to thereafter take over the lease by stepping into the shoes of its borrower/tenant, NEC. NEC stopped paying rent in 2020



due to the COVID-19 pandemic and announced in June that it did not plan to operate the Coliseum going forward. The County noticed the payment default in July of 2020, thereby activating Leasehold Lender's rights to cure the default and take over the Restated Coliseum Lease by operation of the provisions of the lease. In view of NEC's default, inability to cure, lack of defense to foreclosure of the Leasehold Mortgages and Leasehold Lender's right to acquire the Restated Coliseum Lease through the foreclosure process, and in lieu of foreclosure, protracted litigation and the attendant time and expense, and to more promptly resume operations of the Coliseum for the ultimate benefit of the County and the public, NEC and Leasehold Lender entered into a Settlement in Lieu of Foreclosure. Pursuant to the Settlement in Lieu of Foreclosure between NEC and Leasehold Lender, Leasehold Lender cured the payment default under the Restated Coliseum Lease and NEC assigned and transferred to Nassau Live, as Leasehold Lender Designee, by operation of the Restated Coliseum Lease and consistent with Leasehold Lender's rights under Schedule J occasioned by NEC's default, all of its right, title and interest in and to the Restated Coliseum Lease, and Nassau Live became the tenant under the Restated Coliseum Lease and assumed all of the terms, covenants and conditions of the Restated Coliseum Lease as of August 20, 2020.

Environmental Review Background. The County, as Landlord, is considering entering into a Lease (the "Lease") with LVS NY HOLDCO 2, LLC, as Tenant, for the County's leasing of certain land and the improvements thereon (the "Premises") consisting of the Nassau Veterans Memorial Coliseum and the approximately 72-acre Coliseum site known and designated on the Nassau County Land and Tax Map as Section 44, Block F, Lots 351, 411, 412, and 415 (the "proposed action"), and the Lease would, among other things, facilitate development of an integrated resort, including a casino, on the Premises. The Nassau County Legislature is required, pursuant to the State Environmental Quality Review Act ("SEQRA"), the SEQRA implementing regulations, and an order of the New York State Supreme Court, Nassau County, to review the potential adverse environmental impacts of the proposed lease, and the potential development facilitated thereby, under SEQRA and the SEQRA implementing regulations. By this ordinance, the County Legislature, as part of the required SEQRA review of the proposed action, designates itself the "lead agency" for the SEQRA review, classifies the proposed action under the SEQRA implementing regulations, and makes a determination of environmental significance for the proposed action.

Background on the Proposed Long-Term Lease. In 2013, the New York State Constitution was amended to authorize up to seven commercial casinos in the State. Subsequently, the State sited four destination resort casinos in upstate New York. In 2022, the New York State budget established a new siting process and criteria for the remaining three licenses for the Downstate Regions (i.e., Metro NYC). On January 3, 2023, the New York Gaming Facility Commission issued a Request for Applications to solicit proposals for up to three casinos in the downstate area.

On May 26, 2023, the County Executive of Nassau County executed a lease with LVS NY HOLDCO 2, LLC for certain parcels of land in Nassau County including the Nassau Veterans Memorial Coliseum (the "Coliseum"). On November 9, 2023, that lease was annulled by order of the New York Supreme Court, Nassau County and remains annulled pending appeal of the order. Following that annulment, the County of Nassau and Sands entered into a Use & Occupancy Permit to permit Sands to continue to use and occupy the Coliseum and certain surrounding land.

Pursuant to a non-binding term sheet (the "Term Sheet") and proposed Lease, the Tenant (together with one or more of its affiliates) intends to pursue the redevelopment of the Coliseum Site and apply to the New York State Gaming Commission for a gaming facility license (a "License").



Pursuant to the terms of the Term Sheet and proposed Lease, the Tenant will have the ability to develop the following uses on the site: (i) public entertainment and/or recreation, (ii) a conference facility, hotel, gaming (and/or pari-mutuel wagering and/or lottery) venue, or entertainment venue, (iii) hospital and/or medical uses, iv) "Class A" office space, (v) residential development and use, and (vi) other related business or commercial purposes.

In the event the Tenant is awarded a License, it will pursue a development in accordance with the terms of the license and the final application therefor. If a License is not awarded to the Tenant, then it will pursue the development of: i) a mixed-use complex with a hotel branded as a "Ritz-Carlton", "St. Regis" or other reasonably equivalent branded hotel; ii) up to 500 residences; iii) an entertainment venue containing at least 3,600 seats; or iv) any other lawful use.

Pursuant to the terms of the Term Sheet and proposed Lease, the County will receive an initial annual rent of \$5,000,000 which will increase to \$10,000,000 upon the commencement of the casino operation. The County will also receive an annual Public Safety Payment of \$900,000 which will increase to \$1,800,000 upon the commencement of the casino operation. The Tenant will pay the County a minimum amount of \$25,000,000 for the Gaming Tax Revenue Guarantee upon the earlier to occur of the commencement of the casino operation or the three year anniversary of the License award which will increase to \$50,000,000 upon the earlier to occur of i) the issuance of the certificate of occupancy for the full gaming space or ii) the three year anniversary of the earlier to occur of a) the commencement of the casino operation or b) the three year anniversary of the License award. The Tenant will also fund a Community Benefits Program with no less than \$2,000,000 annually commencing on the opening of the casino which will increase to \$4,000,000 annually during the Term. The County anticipates receiving General Municipal Law Section 239-f fees of no less than \$8,750,000.

The Tenant will construct, at Tenant's expense, an appropriate monument, memorial, or other tribute to veterans of the armed forces of the United States of America at a total cost of not less than One Million Dollars (\$1,000,000.00).

The Tenant will also construct, at Tenant's expense, the shell of a police substation of approximately 1,500 square feet on the Site and will reimburse the County for the cost of the interior fit-out not to exceed \$500,000.

This lease is separate from and independent of a proposed lease for the security, condition, operation, maintenance, repair and management of the Coliseum and the surrounding premises. An ordinance concerning that second proposed lease is being presented to the Legislature at the same meeting as this ordinance. If this proposed lease is approved following the completion of environmental review, it would terminate and replace that second proposed lease.

Impact on Funding:

Recommendation: Approve Ordinance.



County of Nassau Inter-Departmental Memo

To: Clerk of the County Legislature
From: County Attorney
Date: July 29, 2024
Subject: ORDINANCE - ORIG. DEPT. – County Executive

MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (“SEQRA”) AND THE SEQRA IMPLEMENTING REGULATIONS WITH RESPECT TO AN AGREEMENT OF LEASE BY AND BETWEEN THE COUNTY OF NASSAU, AS LANDLORD, AND LVS NY HOLDCO 2, LLC, AS TENANT, IN CONNECTION WITH THE LEASING OF THE NASSAU COUNTY VETERANS MEMORIAL COLISEUM PROPERTY, LOCATED IN UNIONDALE, IN THE TOWN OF HEMPSTEAD, COUNTY OF NASSAU, AND STATE OF NEW YORK, AND KNOWN AND DESIGNATED AS SECTION 44, BLOCK F, LOTS 351, 411, 412, AND 415 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, TO, AMONG OTHER THINGS, FACILITATE DEVELOPMENT OF THE SANDS NEW YORK INTEGRATED RESORT ON SUCH PROPERTY.

The above-described document attached hereto is forwarded for your review and approval and subsequent transmittal to the County Legislature for inclusion upon its calendar.

THOMAS A. ADAMS
County Attorney

A handwritten signature in black ink, appearing to read "Kevin Hardiman".

By: Kevin Hardiman
Deputy County Attorney

Attachments

ORDINANCE NO. - 2024

MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (“SEQRA”) AND THE SEQRA IMPLEMENTING REGULATIONS WITH RESPECT TO AN AGREEMENT OF LEASE BY AND BETWEEN THE COUNTY OF NASSAU, AS LANDLORD, AND LVS NY HOLDCO 2, LLC, AS TENANT, IN CONNECTION WITH THE LEASING OF THE NASSAU COUNTY VETERANS MEMORIAL COLISEUM PROPERTY, LOCATED IN UNIONDALE, IN THE TOWN OF HEMPSTEAD, COUNTY OF NASSAU, AND STATE OF NEW YORK, AND KNOWN AND DESIGNATED AS SECTION 44, BLOCK F, LOTS 351, 411, 412, AND 415 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, TO, AMONG OTHER THINGS, FACILITATE DEVELOPMENT OF THE SANDS NEW YORK INTEGRATED RESORT ON SUCH PROPERTY.

APPROVED AS TO FORM



Deputy County Attorney

WHEREAS, the County of Nassau (the “County”), as Landlord, is considering entering into a Lease (the “Lease”) with LVS NY HOLDCO 2, LLC, as Tenant, the proposed terms of which are on file with the Clerk of the County Legislature, for the County’s leasing of certain land and the improvements thereon (the “Premises”) consisting of the Nassau Veterans Memorial Coliseum and the approximately 72-acre Coliseum site known and designated on the Nassau County Land and Tax Map as Section 44, Block F, Lots 351, 411, 412, and 415 (the “proposed action”), and said Lease would, among other things, facilitate development of an Integrated Resort on the Premises;

WHEREAS, the Nassau County Legislature has conducted a coordinated review in accordance with 6 NYCRR §617.6(b)(2) and (3), included in the implementing regulations, set forth in 6 NYCRR Part 617, for the New York State Environmental Quality Review Act (“SEQRA” – Article 8 of the New York State Environmental Conservation Law), and no involved agency has objected to the Nassau County Legislature serving as the lead agency for the proposed action;

WHEREAS, the Nassau County Legislature has reviewed the “Full Environmental Assessment Form” (“EAF”), Part 1, for the proposed action;

WHEREAS, the Nassau County Legislature has completed Parts 2 and 3 of the EAF for the proposed action;

WHEREAS, the Nassau County Legislature has reviewed the provisions of 6 NYCRR §617.4 of the SEQRA implementing regulations to assess the proper classification of the proposed action; and

WHEREAS, the Nassau County Legislature has reviewed the criteria for determining significance of proposed actions set forth in 6 NYCRR §617.7(c) of the SEQRA implementing regulations;

BE IT ORDAINED BY THE LEGISLATURE OF THE COUNTY OF NASSAU AS FOLLOWS:

1. That the Nassau County Legislature hereby deems itself to be the SEQRA lead agency for the proposed action;
2. That, upon consideration of 6 NYCRR §617.4 of the SEQRA implementing regulations, the Nassau County Legislature deems the proposed action to be a Type I Action, pursuant to 6 NYCRR §617.4(b)(6);
3. That, upon consideration of (a) Parts 1, 2, and 3 of the EAF for the proposed action, (b) the criteria set forth in 6 NYCRR §617.7(c) of the SEQRA implementing regulations, and (c) all comments made and materials submitted with respect to the

proposed action, the Nassau County Legislature finds that the proposed action may result in significant adverse impacts to the environment and hereby adopts the annexed “State Environmental Quality Review Act (SEQRA) Determination of Significance/Positive Declaration/Proposed Lease for Sands New York Integrated Resort” (the “Positive Declaration”), which requires that a Draft Environmental Impact Statement (“DEIS”) be prepared for the proposed action;

4. That, in accordance with 6 NYCRR §617.8 of the SEQRA implementing regulations, the Nassau County Legislature, as lead agency, will conduct formal scoping as set forth in the annexed Positive Declaration; and

5. That this ordinance shall take effect immediately.

**Full Environmental Assessment Form
Part 1 - Project and Setting**

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Sands New York Integrated Resort		
Project Location (describe, and attach a general location map): 1255 Hempstead Tpke. (Nassau Veterans Memorial Coliseum Parcels) and 101 James Doolittle Blvd., Unondale (Marriott Hotel Parcels), Town of Hempstead, Nassau County (see Site Location Map)		
Brief Description of Proposed Action (include purpose or need): The proposed action consists of the approval and execution of a lease for the Nassau County Veterans Memorial Coliseum parcels, and potentially, the Marriott Hotel Parcels, to facilitate the development of an Integrated Resort -- See Attachment.		
Name of Applicant/Sponsor: LVS NY Holdco 2, LLC (Lessee)	Telephone: See Project Contact	E-Mail: See Project Contact
Address: 5420 S. Durango Drive		
City/PO: Las Vegas	State: NV	Zip Code: 89113
Project Contact (if not same as sponsor; give name and title/role): Daniel J. Baker, Esq., Greenberg Traurig	Telephone: 616-629-9610	E-Mail: Dan.Baker@gtlaw.com
Address: 900 Stewart Avenue		
City/PO: Garden City	State: NY	Zip Code: 11530
Property Owner (if not same as sponsor): Nassau County (Property Owner and Lessor)	Telephone: 616-671-3131	E-Mail: a.walsh@nassaucountyny.gov
Address: 1550 Franklin Avenue		
City/PO: Mineola	State: NY	Zip Code: 11501

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.) (SEE ATTACHMENT)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Nassau County Master Plan 1998, Update 2008)
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s):	
The Nassau Veterans Memorial Coliseum located within the Subject Property, is listed as a cultural facility in the Nassau County Open Space Plan. The Nassau County Open Space Plan does not make any specific recommendations for the Subject Property.	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
 If Yes, what is the zoning classification(s) including any applicable overlay district?
Mitchel Field Mixed Use (MFM) District

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes, Either a new zoning district could be created or relief from or amendments to the existing MFM District would be required
 i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Uniondale Union Free School District

b. What police or other public protection forces serve the project site?
Nassau County Police Department (NCPD) - Third Precinct

c. Which fire protection and emergency medical services serve the project site?
Uniondale Fire Department provides fire protection and emergency services to the project site. NCPD Emergency Ambulance Bureau provides ambulance service to the site.

d. What parks serve the project site?
Eisenhower Park, Mitchel Field Athletic Complex, as well as smaller local parks

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Entertainment (including casino), hospitality, arena, conference center, restaurants and other supportive uses

b. a. Total acreage of the site of the proposed action? 88.3± acres
 b. Total acreage to be physically disturbed? 78.2± acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 88.3± acres

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes, (Potential for future subdivision)
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
No specific subdivision is currently being contemplated. Future subdivision may be required
 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed? N/A
 iv. Minimum and maximum proposed lot sizes? Minimum N/A Maximum N/A

e. Will the proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: _____ months
 ii. If Yes:
 • Total number of phases anticipated 2
 • Anticipated commencement date of phase 1 (including demolition) TBD month 2026 year
 • Anticipated completion date of final phase TBD month 2030 year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:
Phases are dependent upon approval of gaming license and zoning and land use approvals

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures 3 (Integrated resort, northern parking garage and Marriott)
 ii. Dimensions (in feet) of largest proposed structure: varies height; 1,262.8± width; and 1,423.1± length
 iii. Approximate extent of building space to be heated or cooled: 3,800,000± square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

If Yes:

i. What is the purpose of the excavation or dredging? Excavation for subsurface portion of building, drainage/utility installation, pavement removals and site preparation
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): Approximately 660,000 cubic yards
 • Over what duration of time? Approximately two years
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
Millings are proposed to be recycled and reused to the greatest extent feasible. Approximately 20 percent of excavated soil will be re-used on site.
 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. Potential localized dewatering for portions of the site (e.g., elevator pits in the garage)
 v. What is the total area to be dredged or excavated? 26.8± acres (to be excavated)
 vi. What is the maximum area to be worked at any one time? 20.0± acres
 vii. What would be the maximum depth of excavation or dredging? 28± feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____
N/A - excavation will facilitate overall site redevelopment.

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:
 i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

*Height ranges from approximately 95 feet to approximately 278 feet (hotel towers).

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No
If Yes:

i. Total anticipated water usage/demand per day: 875,000* gallons/day (including irrigation)

ii. Will the proposed action obtain water from an existing public water supply? Yes No
If Yes:

- Name of district or service area: Town of Hempstead Water Department (Uniondale Water District and Mitchell Field Water Supply Area)
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
The Proposed Action includes construction of a new 1.98 mgd supply well to increase available capacity. New water main is proposed.
- Source(s) of supply for the district: Magothy Aquifer

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No
If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____
N/A

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: TBD gallons/minute,
(new well being designed)

d. Will the proposed action generate liquid wastes? Yes No
If Yes:

i. Total anticipated liquid waste generation per day: 810,000* gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____
Sanitary Wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No
If Yes:

- Name of wastewater treatment plant to be used: Cedar Creek Water Pollution Control Plant
- Name of district: Roosevelt Industrial Area Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

*Water use and sanitary flow numbers are based on Nassau County Department of Public Works design flow standards and do not reflect credits due to water conservation measures to be employed. These figures also reflect total demand with no deductions for existing water use or sanitary flow.

Yes No
 Yes No
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: New on-site sewer laterals and branches will be required to connect to the existing on-site 36-inch sewer main.

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):
N/A

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: N/A

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point sources (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:

- How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or 70.6± acres (impervious surface) (Impervious surface will be reduced)
 _____ Square feet or 86.3± acres (parcel size)
- Describe types of new point sources. New gutters and catch basins
- Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?
Stormwater runoff would be discharged on-site to drywells and catch basins. Overflow would be routed to twin pipe culverts and discharged to Nassau County recharge basin #537 located along Glenn Curtiss Boulevard.
 - If to surface waters, identify receiving water bodies or wetlands: N/A

Will stormwater runoff flow to adjacent properties? Yes No
 iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:

- Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)
Delivery vehicles
- Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)
Crushers
- Stationary sources during operations (e.g., process emissions, large boilers, electric generation)
Emergency diesel generators

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:

- Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
- In addition to emissions as calculated in the application, the project will generate:
 - _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 - _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 - _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 - _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 - _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 - _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No
 If Yes:
 i. Estimate methane generation in tons/year (metric): _____
 ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No
 If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No
 Traffic Impact Study being prepared _____
 If Yes:
 i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____
 ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____
 TBD - Traffic Impact Study being prepared
 iii. Parking spaces: Existing 7,400± Proposed 12,480 Net Increase/decrease +5,080±
 iv. Does the proposed action include any shared use parking? Yes No
 v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:
Creation of new internal roadways and access points as shown on the proposed Conceptual Master Plan.
 vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No
 vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No
 viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No
 If Yes:
 i. Estimate annual electricity demand during operation of the proposed action: _____
30MW
 ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):
PSEG - Long Island, Rooftop solar
 iii. Will the proposed action require a new, or an upgrade, to an existing substation? * Yes No
 *TBD - Assessment currently being performed

l. Hours of operation. Answer all items which apply.
 i. During Construction:
 • Monday - Friday: 7:00 am - 8:00pm**
 • Saturday: None
 • Sunday: None
 • Holidays: None
 ii. During Operations:
 • Monday - Friday: 24/7 for casino and hotels
 • Saturday: 24/7 for casino and hotels
 • Sunday: 24/7 for casino and hotels
 • Holidays: 24/7 for casino and hotels

**In accordance with Chapter 144 of the Town of Hempstead Town Code.

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:
 Noise levels would exceed ambient levels during construction. However, construction is not anticipated outside the hours permitted by the Town Noise Ordinance.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
 Lighting Plan being prepared.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes:
 i. Product(s) to be stored Diesel fuel for emergency generators
 ii. Volume(s) 20,000 gal. per unit time _____ (e.g., month, year)
 iii. Generally, describe the proposed storage facilities:
Diesel storage tanks within generator frame, and if necessary, also in dual-walled, above-ground steel tanks with leak detection

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):
Routine landscape maintenance

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: 66,800± tons per 5 year construction period (unit of time)
 • Operation: 587.6± tons per month (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: Recycling to the extent practicable.
 • Operation: Use of biodegradable solid waste when possible, and separate recycling practices to minimize/avoid contamination (anticipated 274.3± tons per month). Use of food waste digesters and other treatment options are being evaluated.
 iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: Waste generated on site will be collected and shipped to a licensed facility that handles the recycling of materials as a standard practice.
 • Operation: Collection and disposal by a private carrier for typical solid waste, as well as separate collection for recyclable materials.

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban Industrial Commercial Residential (suburban) Rural (non-farm)

Forest Agriculture Aquatic Other (specify): Educational, institutional, utility, commercial, open space preserve and residential

ii. If mix of uses, generally describe:
subject property is commercial (entertainment and hotel). Memorial Sloan Kettering Cancer Center adjoins the site. Other commercial, educational, energy, open space preserve and residential uses are situated across roadways

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	78.0±	70.6±	-7.4±
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: <u>Landscaping</u>	8.3±	15.7±	+7.4±

c. Is the project site presently used by members of the community for public recreation? Yes No
 i. If Yes; explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
 If Yes,
 i. Identify Facilities:
Memorial Sloan Kettering Cancer Center, Kellonberg Memorial High School, Cornelius Court Elementary School, Day care facilities associated with Hofstra University and Nassau Community College

e. Does the project site contain an existing dam? Yes No
 If Yes:
 i. Dimensions of the dam and impoundment:
 • Dam height: _____ feet
 • Dam length: _____ feet
 • Surface area: _____ acres
 • Volume Impounded: _____ gallons OR acre-feet
 ii. Dam's existing hazard classification: _____
 iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
 If Yes:
 i. Has the facility been formally closed? Yes No
 • If yes, cite sources/documentation: _____
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
 iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No*
 If Yes:
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
 If Yes:
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes - Spills Incidents database Provide DEC ID number(s): 8701759, 8702169, 0125233, 0205085, 1108003, 0001783
 Yes - Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
 ii. If site has been subject of RCRA corrective activities, describe control measures: N/A
 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
 If yes, provide DEC ID number(s): 130112*
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
Spill 8701759 was closed on 02/24/1989; Spill 8702169 was closed 02/24/1989; Spill 0125233 was closed on 10/22/2001; Spill 0205085 was closed on 11/05/2002; Spill 1108003 was closed on 04/05/2012; and Spill 0001783 was closed 10/30/2000.

*Site #130112 is the Mitchel Field State Superfund Site, Class P. An overall environmental assessment for this site has not yet been made. On December 21, 2009, the Army Corps of Engineers completed an assessment to determine the presence of military munitions or the components of military munitions. The assessment did not identify any unacceptable risks to human or ecological receptors. See attached NYSDEC Environmental Site Remediation Database Search Details

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ 950± feet below grade surface (bgs)

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Urban Land (Ug)	_____	89± %
Hempstead Silt Loam (He)	_____	11± %
	_____	%

d. What is the average depth to the water table on the project site? Average: _____ 31± feet

e. Drainage status of project site soils: Well Drained: _____ 100 % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 100 % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

• Streams:	Name _____	Classification _____
• Lakes or Ponds:	Name _____	Classification _____
• Wetlands:	Name _____	Approximate Size _____
• Wetland No. (if regulated by DEC)	_____	

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: Nassau-Suffolk Sole Source Aquifer

m. Identify the predominant wildlife species that occupy or use the project site: _____
 Typical suburban and human-tolerant species (e.g., songbirds, crows, squirrels) _____

n. Does the project site contain a designated significant natural community? Yes No
 If Yes:
 i. Describe the habitat/community (composition, function, and basis for designation): _____
 ii. Source(s) of description or evaluation: _____
 iii. Extent of community/habitat:
 • Currently: _____ acres
 • Following completion of project as proposed: _____ acres
 • Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No
 If Yes:
 i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No
 If Yes:
 i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No
 If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
 If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? Yes No
 i. If Yes: acreage(s) on project site? _____
 ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No
 If Yes:
 i. Nature of the natural landmark: Biological Community Geological Feature
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No
 If Yes:
 i. CEA name: _____
 ii. Basis for designation: _____
 iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Nature of historic/archaeological resource:	<input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District
ii. Name:	_____
iii. Brief description of attributes on which listing is based:	_____
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Describe possible resource(s):	_____
ii. Basis for identification:	_____
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
i. Identify resource:	<u>Scenic byway</u>
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.):	<u>Meadowbrook State Parkway; Southern State Parkway; North State Parkway; Wantagh State Parkway</u>
iii. Distance between project and resource:	<u>0.41; 1.92; 2.48; 2.49 miles.</u>
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Identify the name of the river and its designation:	_____
ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	<input type="checkbox"/> Yes <input type="checkbox"/> No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

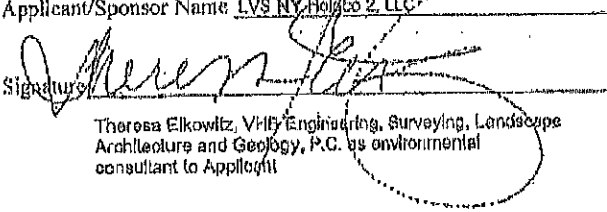
I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name LVS NY Holdco 2, LLC

Date

7/1/2024

Signature



Title Senior Principal

Theresa Elkowitz, VHB Engineering, Surveying, Landscape Architecture and Geology, P.C. as environmental consultant to Applicant

PRINT FORM

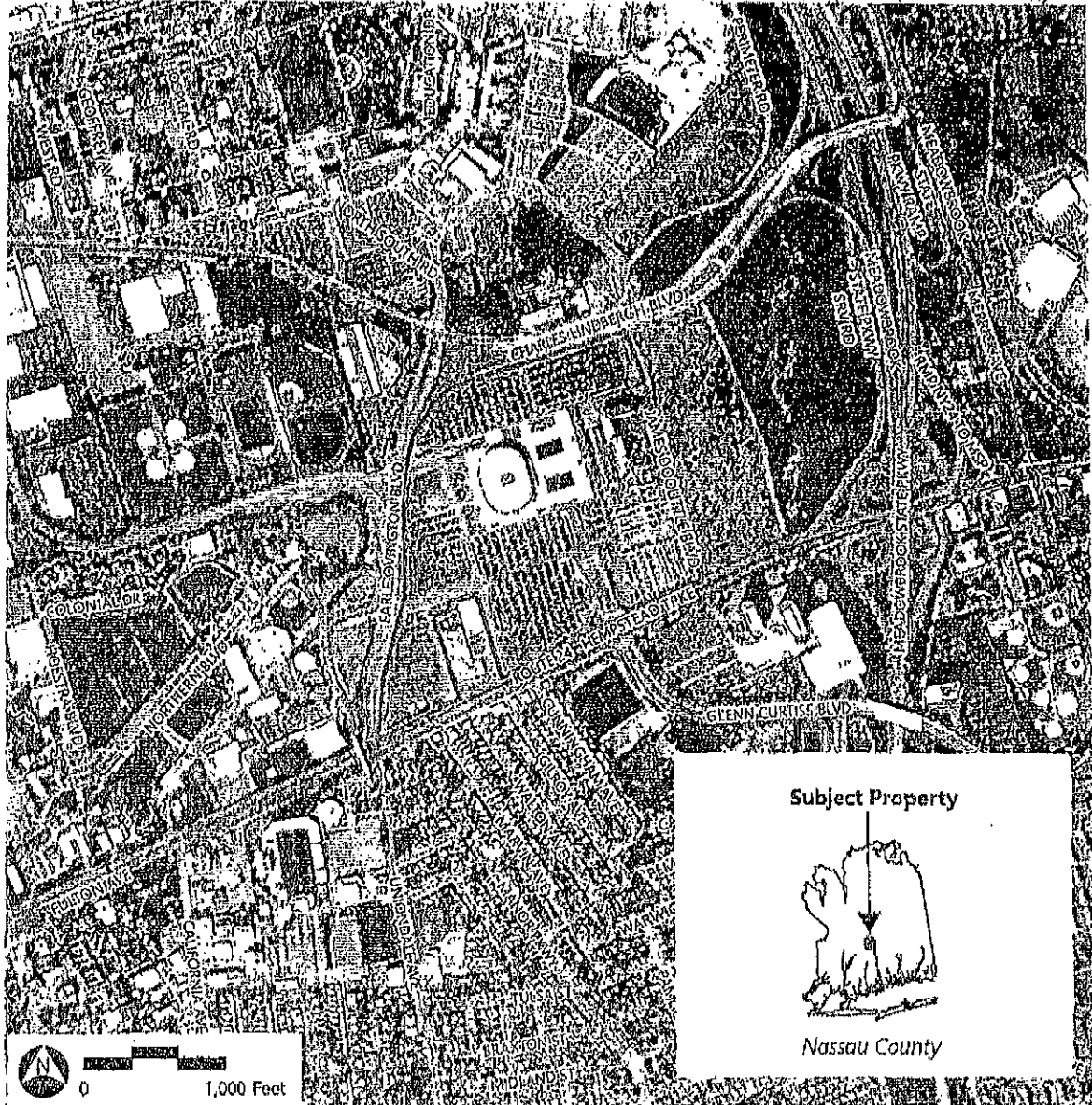



Attachments

Site Location

Sands New York Integrated Resort

1255 Hempstead Turnpike and 101 James Doolittle Boulevard, Uniondale, Town of Hempstead, Nassau County



 Subject Property

* Boundaries are approximate

ATTACHMENT

PART 1 – ENVIRONMENTAL ASSESSMENT FORM LEASE FOR SANDS NEW YORK INTEGRATED RESORT

Page 1 of 13, Question A – Brief Description of Proposed Project

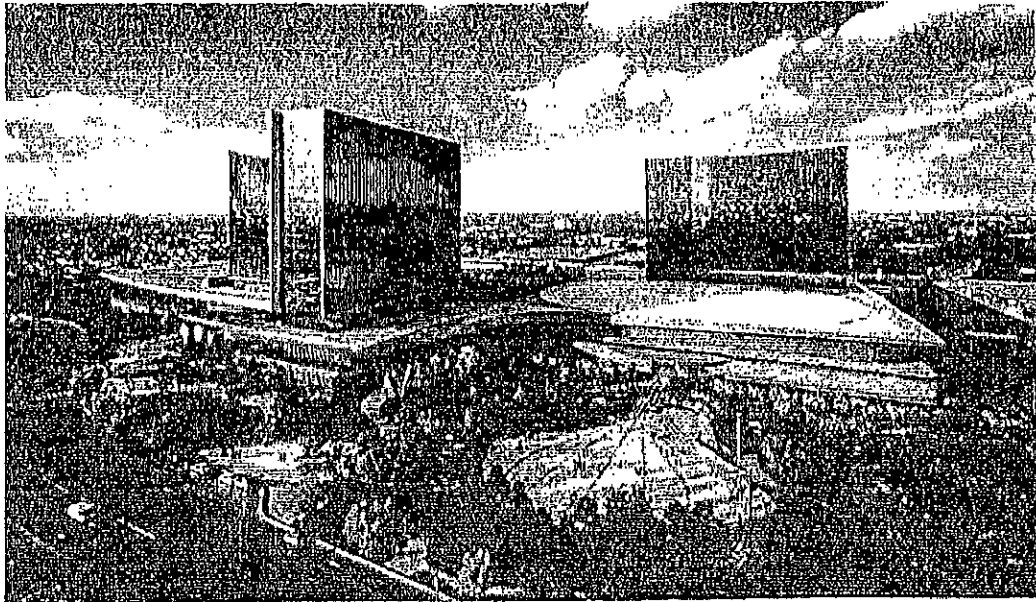
The proposed action consists of approval and execution of a proposed lease between Nassau County and LVS NY Holdco 2, LLC for the Nassau Veterans Memorial Coliseum (Coliseum) property consisting of approximately 71.6 acres, located at 1255 Hempstead Turnpike, Uniondale (NCTM Nos. Section 44 – Block F – Lots 351, 411, 412, 415) and, potentially, the adjacent approximately 14.7-acre Marriott Hotel property, located at 101 James Doolittle Boulevard, Uniondale (NCTM Nos. Section 44 – Block F – Lots 326, 401 and 402) (collectively referred to as the Subject Property) to facilitate the development of the Sands New York Integrated Resort. Among other things, approval of the lease would facilitate the redevelopment of the Coliseum property by LVS NY Holdco 2, LLC (Sands), subject to land use, zoning and other required approvals (see the response to *Page 2 of 13, Question B. Government Approvals, Funding, Sponsorship*, later in this Attachment). Into the Sands Integrated Resort (see the Conceptual Master Plan attached to the end of this Project Description). As indicated on the Conceptual Master Plan, no changes are proposed to the Marriott Hotel, with the exception of parking reconfiguration at the southern portions of that property, and the potential renovation of the existing hotel (no expansion of the Marriott Hotel is planned).

The Subject Property is situated within the Town of Hempstead's Mitchel Field Mixed-Use (MFM) District, and the development of the proposed Integrated Resort would require either relief from/amendments to that district or the creation of a new zoning district, as deemed appropriate by the Town of Hempstead Town Board (Town Board).

Sands is proposing a world-class Integrated Resort that incorporates multiple components of leisure, business and entertainment to provide a wide range of experiences for the local community and guests. The Integrated Resort concept leverages the complementary travel patterns of business travelers who attend meetings and conferences during workdays and that of leisure tourists and visitors who visit on weekends. The Integrated Resort will offer an array of experiences under a single roof. The destination will feature gaming, four and five-star hotels, meeting spaces, a live performance venue, immersive experiences, and a wide range of restaurant and supportive retail experiences. Each component will be thoughtfully integrated and woven together through a series of articulated landscape strategies and united by a common theme of environmentally sustainable design.

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PART 1 - ENVIRONMENTAL ASSESSMENT FORM LEASE FOR SANDS NEW YORK INTEGRATED RESORT



The Integrated Resort is proposed to include the following new development:

- Two new hotels with a total of 1,670 rooms, spa, fitness center and pools
- Casino with 393,726 net square foot gaming area
- 147,292 square feet of food and beverage with 3,337 seats
- 213,000 square foot conference center
- 4,500 seat arena/live performance venue
- 60,000 square foot public attraction space
- 31,200 leasable square feet of retail space
- Three parking garages
- Various back of house support spaces, circulation and interior utility spaces.

Environmental sustainability is a critical consideration in the design of any modern development, and the Sands' world-class Integrated Resort is no exception. The Integrated Resort will be designed with an eye towards reducing its environmental impact in several key areas:

- Operational carbon (reduction of carbon emissions associated with the day-to-day operation of the development, including energy use for lighting, heating, and cooling). The heating, ventilation and air conditioning (HVAC) systems are all electric and will not burn fossil fuels through gas or steam to serve the building. Heating and air conditioning will be provided via electric air source heat pumps located on building roofs, rejecting heat to the outdoors
- Daylighting (use of natural light to illuminate interior spaces, reducing the need for artificial lighting and associated energy use)
- Water conservation (use of low-flow fixtures, water-efficient irrigation systems, as well as stormwater management strategies, such as green roofs, to minimize runoff and promote groundwater recharge)

ATTACHMENT

PART 1 – ENVIRONMENTAL ASSESSMENT FORM LEASE FOR SANDS NEW YORK INTEGRATED RESORT

- Embodied carbon (focus on local sourcing of materials and the use of sustainable, low-carbon materials such as cross-laminated timber and recycled steel, reuse of portions of the existing Coliseum building)
- Smart Waste Management (incorporating strategies such as recycling, and waste reduction programs and use of smart waste management technologies)
- Sustainable Transportation (including busing and ride share programs, and linkage to the LIRR. Ample bicycle parking and electric vehicle charging stations will be distributed throughout the development. Pedestrian-friendly design strategies, such as wide sidewalks and dedicated pedestrian crossings, will also be incorporated into the design to encourage walking and reduce reliance on private automobiles).

Site access would be from a new north-south through road, connecting Charles Lindbergh Boulevard with Hempstead Turnpike. An additional access point is also provided at the western portion of the property along Hempstead Turnpike. Access points are proposed along Earle Ovington Boulevard. There will also be access points to the proposed development from James Doolittle Boulevard. Bicycle and pedestrian access and circulation will be accommodated throughout the site.

Parking for the overall development would be provided by a combination of parking garages and surface parking spaces. The parking garages are proposed to contain photovoltaic panels on the top level. The development includes areas for bus drop-off/pick-up, taxis and ride-sharing services (e.g., Uber, Lyft).

The proposed Integrated Resort would be connected to the Roosevelt Industrial Area Sewer District of the Nassau County sewer system for sewage disposal and the Town of Hempstead Water Department, Uniondale Water District for water supply. Stormwater runoff would be through on-site infiltration, with overflow to Nassau County Recharge Basin No. 537, located along Glenn Curtiss Boulevard.

The proposed Integrated Resort is anticipated to generate approximately 7,000 construction jobs and is projected to produce over 7,800 permanent jobs throughout all the project components. Sands is committed to developing talent and ensuring that the workforce evolves. Specific workforce development programs will target local unemployed individuals and prepare them for the workforce. Programs include, amongst others: developing a training hub at Nassau Community College (NCC); collaborating with NCC and Long Island University (LIU) to develop hospitality degree programs; partnering with Minority Millennials to build a diverse local talent pipeline; partnering with Empower, Assist, Care (EAC) Network to support local community recruitment plans; identifying key stakeholders to provide awareness of job opportunities at the Integrated Resort; providing mentoring and leadership development for best-in-class team member advancement and retention strategies; and offering a comprehensive benefits package, including childcare (through the YMCA), healthcare, on-site meals, and wellness programs.

As part of its on-going lease negotiations with Nassau County and based on its numerous meetings with government officials and community representatives, Sands has committed to providing significant economic and community benefits, many of which are designed to mitigate potential impacts associated with the Integrated Resort. In addition to annual rent payments and permit review fees¹ to Nassau County, Sands has agreed to provide the following:

¹ Per the negotiations, rent payments would be \$5 million per year with 2 percent escalation per year (this would also be the annual rent payment terms if a gaming license is not secured). If a gaming license is issued to Sands New York, the base rent would

ATTACHMENT

PART 1 – ENVIRONMENTAL ASSESSMENT FORM LEASE FOR SANDS NEW YORK INTEGRATED RESORT

- A one-time upfront payment of \$54 million to Nassau County
- Construction of a new 1,500-square-foot police substation with parking, and provision of up to \$500,000.00 for interior fit-out
- Payment of \$900,000.00 per year to Nassau County, with a 2 percent annual escalation, for police services prior to casino opening. If the gaming license is awarded, upon opening of the casino, this payment will increase to \$1.8 million annually, with a 2 percent annual escalation
- Community Benefits Program (CBP) payments of \$4 million per year, if a gaming license is granted, or \$2 million per year upon substantial completion of development of an alternative plan (with no casino), if a gaming license is not granted. The CBP will support and enhance fire departments and districts and ambulance service providers; school districts; libraries and library districts; athletic fields, ballfields and parks; and other community facilities. Forty percent of the CBP will be designated for community facilities in Uniondale
- \$25 million divided amongst various communities for community benefits to be paid upon Sands New York being selected by New York State to receive a commercial gaming license
- At least \$1 million for the construction of an appropriate monument, memorial, or other tribute to veterans of the armed forces of the United States of America
- If a gaming license is granted, guaranteed host community gaming revenue to Nassau County in the amount of \$25 million for the first three years of casino operation, rising to a guarantee of \$50 million per year after the first three years of casino operation, with 2 percent annual escalation
- Guaranteed host community gaming revenue to the Town of Hempstead in the amount of \$10 million for the first three years of casino operation, rising to a guarantee of \$20 million per year after the first three years of casino operation, with 2 percent annual escalation.

The payments set forth in the proposed lease are in addition to the millions of dollars of rent, hotel tax, sales tax, entertainment tax and other taxes and payments that will be paid by Sands.

Increase to \$10 million per year, upon commencement of casino operations. Approximately \$8.75 million would be paid to the Nassau County Department of Public Works for the 239-f review.

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**PART 1 – ENVIRONMENTAL ASSESSMENT FORM
LEASE FOR SANDS NEW YORK INTEGRATED RESORT**

Page 2 of 15, Question B, Government Approvals, Funding, Sponsorship*

* Projected application dates not yet determined and are dependent upon detailed plan preparation (which is not yet completed) and/or timing of lease and zoning approval.

Agency	Permit/Approval/Funding/Review	Application Date (Actual or Projected)
Town of Hempstead Town Board	Adoption of new zoning district and Rezoning of Subject Property to new zoning district or relief from/amendments of MFM District, Approval of Conceptual Master Plan, Site Plan Approval	TBD
Town of Hempstead Board of Appeals	Potential Variance(s)	TBD, if necessary
Town of Hempstead Building Dept.	Building Permits	TBD
Town of Hempstead Water Department/Uniondale Water District	Water Connection, Water Availability	TBD
Town of Hempstead Highway Department	Curb Cuts/Highway Work Permits	TBD
Nassau County Executive and Legislature	Lease Approval	TBD
Nassau County Department of Health	Backflow prevention devices, Swimming Pools, Plans for Public Water Supply Improvement	TBD
Nassau County Department of Public Works	239-f Review, Sewer Connection/Availability for Discharge to Cedar Creek Water Pollution Control Plant, Stormwater, Curb Cuts, Highway Work Permits	TBD
Nassau County Planning Commission	Lease referral, 239-in Referral, Subdivision (potential)	TBD
Nassau County Open Space & Parks Advisory Committee	Lease referral	TBD
Nassau County Industrial Development Agency	Potential Granting of Financial Assistance	TBD
Nassau County Fire Marshal	Site Plan Approval, Oxidizer Storage (for Water Treatment Chemicals)	TBD
New York State Department of Transportation	Curb Cuts/Highway Work Permits	TBD
New York State Department of Environmental Conservation	SPDES General Permit for Stormwater Discharges for Construction Activities Long Island Well Permit, Chemical Bulk Storage for Water Treatment Chemicals	TBD

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**PART 1 – ENVIRONMENTAL ASSESSMENT FORM
LEASE FOR SANDS NEW YORK INTEGRATED RESORT**

Agency	Permit/Approval/Funding/Review	Application Date (Actual or Projected)
New York State Department of Health	Plans for Public Water Supply Improvement	TBD
New York State Gaming Facility Location Board	Gaming License	TBD
New York State Gaming Commission	Gaming License	TBD
PSEG Long Island	Utility Connection	TBD
National Grid	Utility Connection	TBD
Engie (Nassau Energy Corp.)	Utility Connection/Disconnect	TBD
Federal Aviation Administration	Determination of No Hazard to Air Navigation	TBD



Department of
Environmental
Conservation

Environmental Site Remediation Database Search Details

Site Record

Document Repository

Site-related documents are available for review through the DECInfo Locator on line at DECInfoLocator

Administrative Information

Site Name: Mitchell Field
Site Code: 130112
Program: State Superfund Program
Classification: P *
EPA ID Number:

Location

DEC Region: 1
Address: Mitchell Field
City: Garden City Zip: 11530-
County: Nassau
Latitude: 40.724854498
Longitude: -73.599598228
Site Type:
Estimated Size: 0 Acres

Site Owner(s) and Operator(s)

Current Owner Name: County of Nassau
Current Owner(s) Address: 1 West Street
Mineolany, NY, 11501

Site Description

Location: The subject area is approximately 1500 acres, in Uniondale, Nassau County. The former Mitchell Field is an odd shaped polygon but the majority of the property is located between the Hempstead Turnpike to the south and the Stewart Ave to the North, the Korean Veterans Memorial Drive to the east and Oak Street to the west. **Site Features:** This former military airfield is currently the location of the Nassau Coliseum, Nassau County Community College, portions of Hofstra University, and the Long Island Marrott Hotel and Conference Center, Mitchell College, and private residences to

the west and south. Current Zoning: Zoning in this area is mixed but is primarily commercial. Historical Uses: Mitchel Field originally consisted of approximately 1436 acres and was used as a training base. The site was used during the Revolutionary War as an Army enlistment center eventually becoming formally leased in 1917 when it became the Aeronautical General Supply Depot. After WWI and until the end of WWII, the property was used as a tactical air unit training base. After WWII, the site became the Air Defense Command. This Formerly Used Defense Site was deactivated in 1961. The federal government sold the area to Nassau County during the late 1960's. With the exception of a few small buildings and portions of the former runway, no military structures remain. The changes, from military base to other uses, have resulted in much of the original property being reworked. This site was identified as HS 1025 in the Hazardous Substances Waste Disposal Site Study directed by the NYS Legislature. Site Geology and Hydrogeology: There are two terminal moraines north of Mitchel Field. South of the moraines, outwash plains slope south to tidal marshes, mud flats and partly connected shallow bays. Streams drain the area and carry runoff to the estuaries of the south shore. The permanent streams in the area are Valley Stream, Mill River, East Meadowbrook, Bellmore Creek, Massapequa Creek, Hook Creek, Motts Creek, Powel Creek and Seafood Creek. The groundwater at Mitchel Field moves through different geological units composed of unconsolidated gravel, clay, and sand. The depth to groundwater ranges from 25 to 35 feet below ground surface.

Contaminants of Concern (Including Materials Disposed)

Contaminant Name/Type

Site Environmental Assessment

An overall environmental assessment has not yet been made. In 2009, the Army Corps of Engineers completed an assessment of the property for the presence of military munitions or the components of military munitions. The assessment concluded that there were no unacceptable risks to human or ecological receptors identified.

Site Health Assessment

As information for this site becomes available, it will be reviewed by the NYSDOH to determine if site contamination presents public health exposure concerns.

* **Class P Sites:** "DEC offers this information with the caution that it should not be used to form conclusions about site contamination beyond what is implied by the classification of this site, namely, that there is a potential for concern about site contamination. Information regarding a Class P site (potential Registry site) is by definition preliminary in nature and unverified because the DEC's investigation of the site is not yet complete. Due to the preliminary nature of this information, significant conclusions or decisions should not be based solely upon this summary."

NASSAU COLISEUM
LEASE TERM SHEET
July 1, 2024

This term sheet ("Term Sheet") summarizes the principal terms of a proposed lease of the Nassau Coliseum (the "Lease"). This Term Sheet is non-binding and is subject to change and revision.

- Landlord: County of Nassau, a municipal corporation.
- Tenant: LVS NY HOLDCO 2, LLC, a Nevada limited liability company.
- Premises: Land located at 1255 Hempstead Tpke, Uniondale, NY, constituting ~71.6 acres, together with the Nassau Coliseum and the other improvements thereon.
- Effective Date: The date on which the Lease is fully executed. The Lease will not be fully executed until (1) completion by Landlord of the requisite environmental review and adoption of findings pursuant to the New York State Environmental Quality Review Act ("SEQRA" -- N.Y. Environmental Conservation Law Article 8), and the SEQRA implementing regulations at 6 NYCRR Part 617, and (2) final authorization of the Lease by the Nassau County Legislature.
- Term: 99 years from the Effective Date.
- Permitted Use: Existing Improvements: With respect to the existing Coliseum structure, Tenant shall have the right to: (i) use and operate the Coliseum in a manner consistent with the pre-Effective Date use and operation; (ii) cease ongoing operations and "go dark"; (iii) renovate, repurpose, or redevelop the Coliseum to be operated (x) for public entertainment and/or recreation or (y) as a conference facility, hotel, gaming (and/or pari-mutuel wagering and/or lottery venue) or entertainment venue; (iv) demolish the Coliseum; and/or (v) use the Coliseum for other lawful purposes related to the foregoing (each, an "Approved Existing Improvement Use").
- New Improvement: The Premises shall be permitted to be used: (i) for public entertainment and/or recreation; (ii) as a conference facility, hotel, gaming (and/or pari-mutuel wagering and/or lottery venue) or entertainment venue; (iii) for hospital and/or medical uses; (iv) for Class A office

space; (v) for residential development and purposes; and (vi) for other related business or commercial purposes (each, an "Approved New Improvement Use").

- Approved Casino Use — If Tenant or an affiliate of Tenant is awarded a New York State ("NYS") Class III gaming facility license (a "License") with respect to the Premises as a result of the Jan. 2023 NYS Request for Application for Licenses (the "Gaming License Condition"), then, for so long as such condition remains satisfied, Tenant shall use the Premises to pursue a development in accordance with the terms of the License and the final application therefor (such a development, the "Project").
- Approved Non-Casino Use — If the Gaming License Condition is not satisfied, Tenant shall use the Premises to pursue the development of (1) a mixed-use complex with a Ritz-Carlton, St. Regis or reasonably-equivalent branded hotel (with at least 200 rooms, 24-hour reception, a concierge, dining, valet parking, a pool, a fitness center and suites), up to 500 residences, an entertainment venue with at least 3,600 seats, and, at Tenant's option, facilities for any Permitted Use (as defined on Exhibit A); provided that Landlord's consent, in its reasonable discretion, will be required for use as medical facilities and Class A office space, or (2) facilities for any Permitted Use, provided such development will be subject to Landlord's consent.

Rent:

During the Term, Tenant shall pay Landlord as follows; provided that, if, after the Casino Rent Commencement Date (as defined on Exhibit A) an onsite casino is no longer operating pursuant to a License, rents shall revert to the pre-Casino Rent Commencement Date formulations:

- Basic Rent: Prior to the Casino Rent Commencement Date, \$5 million annually, subject to a 2% annual escalation. Following the Casino Rent Commencement Date, \$10 million annually, subject to a 2% annual escalation.

- First Additional Rent: Prior to the Casino Rent Commencement Date, \$900,000 annually, subject to a 2% annual escalation. Following the Casino Rent Commencement Date, \$1.8 million annually, subject to a 2% annual escalation.
- Second Additional Rent: (a) for the first Host Revenue Fiscal Period (to be defined in the Lease as defined in the Prior Lease (as defined below) during the period from the Casino Rent Commencement Date and continuing through the TARR Bump Date (to be defined in the Lease as defined in the Prior Lease), the positive difference, if any, between \$25 million (the "First Host County Revenue Threshold") and the Host County Revenue (to be defined in the Lease as defined in the Prior Lease) payable to Landlord for such period; (b) for each Host Revenue Fiscal Period thereafter through the TARR Bump Date, the positive difference, if any, between (i) the First Host County Revenue Threshold in effect on the day immediately preceding the first day of such period multiplied by a 2% annual escalation and (ii) the Host County Revenue payable to Landlord for such period; (c) for the first Host Revenue Fiscal Period in which the TARR Bump Date occurs, the positive difference, if any, between \$50 million (the "Second Host County Revenue Threshold") and the Host County Revenue payable to Landlord for such period; and (d) for each Host Revenue Fiscal Period thereafter during the Guarantee Period (as defined on Exhibit A), the positive difference, if any, between (i) the Second Host County Revenue Threshold in effect on the day immediately preceding the first day of such period multiplied by a 2% annual escalation and (ii) the Host County Revenue payable to Landlord for such period.

Town Guarantee Amount: During the Guarantee Period, Tenant or one of its affiliates shall pay the Town of Hempstead as follows: (a) for the first Host Revenue Fiscal Period occurring during the period from the Casino Rent Commencement Date through the TARR Bump Date, the positive difference, if any, between \$10 million (the "First Host Town Revenue Threshold") and the Host Town Revenue payable to the Town of Hempstead for such period; (b) for each Host Revenue Fiscal Period

thereafter through the TARR Bump Date, the positive difference, if any, between (i) the First Host Town Revenue Threshold in effect on the day immediately preceding the first day of such Host Revenue Fiscal Period multiplied by a 2% annual escalation and (ii) the Host Town Revenue payable to Landlord for such period; (c) commencing on TARR Bump Date through the day immediately preceding the fourth anniversary of the Casino Rent Commencement Date, the positive difference, if any, between \$20 million (the "Second Host Town Revenue Threshold") and the Host Town Revenue payable to the Town of Hempstead for such period; and (d) for each Host Revenue Fiscal Period thereafter during the Guarantee Period, the positive difference, if any, between (i) the Second Host Town Revenue Threshold in effect on the day immediately preceding the first day of such period multiplied by a 2% annual escalation and (ii) the Host Town Revenue payable to the Town of Hempstead for such period.

Security Deposit; L/C
Security:

Prior to the date of the Lease, Tenant deposited \$5 million with Landlord, which shall serve as security for Tenant's performance of its lease obligations.

Within 10 days of the date that NYS makes a final determination on the awarding of licenses as a result of the Jan. 2023 NYS Request for Application for Licenses (the "License Determination Date"), Tenant shall deliver to Landlord one or more letters of credit equaling \$100 million, which letter(s) of credit shall remain in effect through the earlier of the opening to the general public of an onsite casino pursuant to a License or an onsite hotel for an Approved Non-Casino Use; provided such letter of credit obligation shall not terminate before the fifth anniversary of the Effective Date.

Tenant's Exclusive Use:

Tenant shall have the exclusive right during the Term to operate a physical gaming establishment on property owned or controlled by the County ("Tenant's Exclusive Use") so long as Tenant complies with the following conditions:

- neither Tenant nor its affiliates shall, directly or indirectly, own, acquire, manage, operate, or actively participate in an in-person gaming establishment in Nassau County that would be reasonably expected to materially conflict with the use of a physical, in-person gaming establishment

on the Premises ("Landlord's Protective Radius");

- Tenant or one of its affiliates is either (a) actively and diligently pursuing satisfaction of the Gaming License Condition or (b) actively and actually operating a casino on the Premises; and
- there exists no uncured event of default under the Lease.

Tenant's Exclusive Use shall not restrict any i-gaming or other virtual gaming use or operations by Tenant or any of its affiliates, provided the same only occur virtually.

Landlord's Right to
Require Demolition:

If, at any time after the fifth anniversary of the Effective Date, Landlord determines that Tenant is not hosting at least 30 public events per year at the Coliseum generating at least \$30 million, escalated annually by CPI, in gross revenues, then Landlord shall have the right to require Tenant to demolish the Coliseum at Tenant's cost. The foregoing right shall only apply if Tenant is not conducting operations at the Coliseum pursuant to a License.

Additional Construction
Requirements:

Veterans Memorial: If, during the Term, the existing, onsite veterans memorial is demolished or removed by or on behalf of Tenant, then Tenant shall construct, at its own cost, a new veterans memorial at a total cost of no less than \$1 million.

Police Substation: As part of any new improvements for the Approved Casino Use, Tenant shall, at its own cost, construct the core and shell of an ~1,500 sq. ft. police substation and a designated parking area for 8 vehicles. Landlord shall be responsible for the interior fit-out of the substation, subject to reimbursement of up to \$500,000 by Tenant. Landlord, at its sole cost, shall maintain such substation.

Simulcasting Facility: If the Gaming License Condition is satisfied and/or the Premises are being used as a casino (and/or pari-mutuel wagering and/or lottery) venue, the parties shall work together in good faith to permit "Simulcasts" and associated staffed betting terminals in an ~3,000 sq. ft. space at a location to be mutually agreed upon within the casino sportsbook portion of, or other location on, the Premises.

Timing Requirements for Approved Non-Casino Use

Structures: If the Gaming License Condition is not satisfied, (i) Tenant shall submit proposed alternate site plans to Landlord for review and approval no later than 180 days after the License Determination Date, and (ii) subject to Tenant's receipt of required approvals, Tenant shall be required to complete construction of Approved Non-Casino Use structures described in clause (1) of the above definition of Approved Non-Casino Use within 5 years of the License Determination Date.

Transfers:

Subletting: Tenant shall have the right to sublease, and permit its Qualifying Subtenants (as defined on Exhibit A) to further sublease, all or part of the Premises; provided (i) all subleases are subject and subordinate to the Lease, including the requirements that the Premises only be used for Permitted Uses, (ii) all subleases end concurrently with or before the end of the Term, and (iii) no subleases may be for a Prohibited Use or to a Prohibited Person (such terms to be defined in the Lease as defined in the Prior Lease).

Assignments: No assignments shall be made to a Prohibited Person or for a Prohibited Use. Further, unless qualifying as one of the permitted transfers described below, all assignments shall require Landlord's consent (not to be unreasonably withheld, conditioned or delayed). In addition, if the Gaming License Condition is satisfied, Tenant shall not transfer the Lease prior to substantial completion of construction of the full gaming space authorized by the License.

Permitted Transfers: Provided there is no uncured event of default under the Lease, Tenant shall have the right upon notice to Landlord (but without any requirement to obtain Landlord's consent) to assign the Lease in its entirety to a Permitted Assignee (as defined on Exhibit A). Unless the Major Assignee Criteria (as defined on Exhibit A) are met, Tenant shall remain liable for all lease obligations of Tenant arising prior to the assignment date. Nothing in the Lease shall restrict sales on the open market of interests in Tenant (or any parent entity of Tenant) if such interests are listed on a recognized securities exchange, and any such transaction shall not be deemed an assignment of the Lease. Any other transfer of equity interests in Tenant whatsoever resulting in any change of control (meaning the possession, directly or indirectly, of power to direct the management and policies of the Tenant entity) of Tenant shall be deemed an

assignment of the Lease.

Severance Leases:

Subject to satisfaction of the conditions below, upon Tenant's request, Landlord shall enter into up to 5 severance leases for portions of the Premises on terms that are substantially similar to the Lease terms.

Landlord will not be required to enter into a severance lease unless the following conditions are met: (i) the severance premises are for at least 5 contiguous acres and to be used for a Permitted Use; (ii) Tenant's lease obligations are apportioned between Tenant and the severance tenant pro rata; (iii) except in connection with a severance lease to a condominium association or a cooperative corporation preapproved by Landlord, Landlord is provided with (1) audited financials reflecting that the severance tenant (or guarantor) has a net worth of at least \$200 million and has agreed to maintain such net worth for the Term, and will otherwise be able to meet its obligations under the severance lease, (2) a cash security deposit from the severance tenant (or guarantor) equal to 3 years of the severance tenant's financial lease obligations, (3) a letter of credit from the severance tenant (or guarantor) equal to 10 years of the severance tenant's financial lease obligations ("Severance Tenant/Guarantor L/C Security"); (iv) the severance tenant (and guarantor, if applicable) is not a Prohibited Person; (v) no event of default exists under the Lease; (vi) easements and access, parking, utility and other similar agreements reasonably satisfactory to Landlord are entered into in connection with the severance lease to ensure the Premises and the severance premises are able to independently operate; (vii) no severance shall result in any portion of the Premises being landlocked or reduced to less than 5 contiguous acres; and (viii) all leasehold lenders execute applicable mortgage lien discharges.

If a severance tenant has not defaulted on any of its lease obligations for a 5-year period, the obligation to maintain a Severance Tenant/Guarantor L/C Security shall cease.

Tenant's Early
Termination Rights:

- PILOT Benefits: Tenant's obligations to develop the Project shall be conditioned upon the Nassau County Industrial Development Agency ("IDA") having adopted a resolution approving the granting of financial assistance with respect to the Project. If Tenant shall not receive such an approving

resolution from the IDA, Tenant shall have the right to terminate the Lease.

- Approvals: If Tenant has not received all required approvals to permit the development of the Premises as contemplated by the Lease by the third anniversary of the Effective Date despite Tenant's application of commercially reasonable efforts, Tenant shall have the right to terminate the Lease on 30 days' notice.
- Gaming License Condition: If the Gaming License Condition is not satisfied, Tenant shall have the right at any time thereafter to terminate the Lease on 60 days' prior notice.

EXHIBIT A
CERTAIN DEFINITIONS

"Casino Rent Commencement Date" means the earlier to occur of (i) the date on which any portion of a casino on the Premises is first opened to the general public and operating pursuant to a License, and (ii) the third anniversary of the date on which a License is granted to Tenant (or any of its affiliates) to operate a casino on the Premises; provided, if a casino is never opened to the general public on the Premises and a License is never granted to Tenant (or any of its affiliates) in connection with the Premise, then the Casino Rent Commencement Date shall never occur and the Tenant obligations that are triggered by, or otherwise conditioned upon, the occurrence of the Casino Rent Commencement Date shall be of no force or effect.

"Guarantee Period" means, if the Gaming License Condition is satisfied, the period commencing on the Casino Rent Commencement Date and continuing during the Term for so long as a casino on the Premises is opened to the public and operating pursuant to a License.

"Major Assignee" means an assignee that (i) has (or whose parent has) a net worth of at least \$500 million and (ii) agrees (or such creditworthy parent agrees) to be expressly liable to Landlord for all liabilities and obligations of Tenant under the Lease arising prior to the assignment date.

"Major Assignee Criteria" means clauses (i) and (ii) of the definition of Major Assignee.

"Permitted Assignee" means (a) a Major Assignee, (b) an affiliate of Tenant (provided that any such assignment to such affiliate does not result in a change in control of Tenant and provided further that such affiliate satisfies the Major Assignee Criteria), and (c) a Person acquiring the direct or indirect ownership of all or substantially all of the assets or equity interests of Tenant.

"Permitted Use" means any Approved Existing Improvement Use, Approved New Improvement Use, Approved Casino Use or an Approved Non-Casino Use that is not a Prohibited Use.

"Person" means a natural person, a corporation, a limited liability company, and/or any other form of business or legal association or entity, as well as any governmental or quasi-governmental entity and other associations.

"Qualifying Subtenants" means an occupant of the Premises using at least (a) 5,000 sq. ft. for retail or other non-office commercial purposes or (b) 10,000 sq. ft. for office purposes, and (A) the use is not a Prohibited Use and (B) the sublease is on market terms, comparable to occupancy agreements with comparable occupants for comparable space in southern, metropolitan NYS, and is for an initial term of at least 10 years.

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Project :	Agency Use Only (If applicable) Lance for Bonus New York Integrated Resort
Date :	

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency and the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1, D.1)			
<i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features
 The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1, E.2.g) NO YES
If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water
 The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1, D.2, E.2.h) NO YES
If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>

1. Other impacts: <u>Depending on traffic mitigation required, there may be some disturbance proximate to wetlands associated with East Meadow Brook</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>				<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>		

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>				<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may result in development in a designated floodway.	E2i	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1c	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

g. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air The proposed action may include a state regulated air emission source. <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES (See Part I. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochlorofluorocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: The proposed action will increase traffic-generated emissions in an area that is included in a state-wide community air quality monitoring initiative for disadvantaged communities		<input type="checkbox"/>	<input checked="" type="checkbox"/>

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part I. B.2. m.-q.) <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: The proposed development may impact the nearby Hempstead Plains, particularly if significant shadows are cast by proposed tall structures _____		<input type="checkbox"/>	<input checked="" type="checkbox"/>

8. Impact on Agricultural Resources			
The proposed action may impact agricultural resources. (See Part 1, E.3.a. and b.)		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1, E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: <u>The proposed building height and density exceeds that currently permitted under the prevailing Mitchel Field Mixed-Use Zoning District</u>		<input type="checkbox"/>	<input checked="" type="checkbox"/>

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1, E.3.e, f, and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>
If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1, C.2.c, E.1.c., E.2.q.) <i>If "Yes", answer questions a - e. If "No", go to Section 12.</i>				<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur	
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b, E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>	
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>	
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c, E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>	
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>	
e. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>	

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1, E.3.d) <i>If "Yes", answer questions a - c. If "No", go to Section 13.</i>				<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur	
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>	
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>	
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>	

13. Impact on Transportation
 The proposed action may result in a change to existing transportation systems. NO YES
 (See Part 1. D.2.j)
If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy
 The proposed action may cause an increase in the use of any form of energy. NO YES
 (See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Other Impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

15. Impact on Noise, Odor, and Light
 The proposed action may result in an increase in noise, odors, or outdoor lighting. NO YES
 (See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part I.D.2.q., E.1. d. f. g., and h.)
 If "Yes", answer questions a - m. If "No", go to Section 17.

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input checked="" type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: <u>The subject property is part of the former Mitchel Field military air base, and excavation for the proposed facility may encounter residual contamination</u>		<input type="checkbox"/>	<input checked="" type="checkbox"/>

17. Consistency with Community Plans
 The proposed action is not consistent with adopted land use plans.
 (See Part 1, C.1, C.2, and C.3.) NO YES
If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other: _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character
 The proposed project is inconsistent with the existing community character.
 (See Part 1, C.2, C.3, D.2, E.3) NO YES
If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g., schools, police and fire)	C4	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

PRINT FULL FORM

*Full Environmental Assessment Form
 Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
 and
 Determination of Significance*

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

See Attachment

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

Identify portions of EAF completed for this Project: Part 1 Part 2 Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information
Review of documentation and public comments from SEQRA process previously initiated by Town of Hempstead Town Board

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
Nassau County Legislature _____ as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Lease for Sands New York Integrated Resort

Name of Lead Agency: Nassau County Legislature

Name of Responsible Officer in Lead Agency: The Honorable Howard J. Kopel

Title of Responsible Officer: Presiding Officer

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person: Michael C. Pultzer, Clerk of the Nassau County Legislature

Address: Theodore Roosevelt Executive & Legislative Building, 1660 Franklin Avenue, Mineola, NY 11501

Telephone Number: 516-571-4262

E-mail: mpultzer@nassaucountyny.gov

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

PRINT FULL FORM

Full Environmental Assessment Form – Part 3
Attachment
Proposed Lease for Sands New York Integrated Resort

Part 2 of the Environmental Assessment Form (EAF) identified a number of impacts with the potential to be "moderate or large." The analysis in this Part 3 EAF evaluates the potential magnitude of the identified impacts based on the information provided in Parts 1 and 2 of the EAF.

Impacts on Land

The proposed action consists of the approval and execution of a lease between Nassau County and LVS NY Holdco 2, LLC for the approximately 71.6-acre Nassau Veterans Memorial Coliseum (Coliseum) property and, potentially, the adjacent approximately 14.7-acre Marriott Hotel property to facilitate the development of the Sands New York Integrated Resort. Among other things, approval of the lease would facilitate the redevelopment of the Coliseum property by LVS NY Holdco 2, LLC (Sands), subject to land use, zoning and other required approvals, into the Sands Integrated Resort. No changes are proposed to the Marriott Hotel, with the exception of parking reconfiguration at the southern portions of that property, and the potential renovation of the existing hotel (no expansion of the Marriott Hotel is planned).

The Integrated Resort would have multiple components, including, but not limited to: casino, live performance venue, meeting and conference center, hotels, food and beverage establishments, public attraction space, retail uses, back-of-house support and utility space, structured and surface parking (including parking reconfiguration on the Marriott Hotel property). According to information provided in the Part 1 – EAF, development of the Integrated Resort will result in the physical disturbance of over 78 acres for a projected five-year construction period. The construction activity would result in significant demolition, excavation, soil disturbance and transport, and related activities that would result in on-site erosion and potential sediment transport to roadways that must be controlled. The impact of these activities on land requires detailed evaluation and mitigation for potential significant adverse impacts.

Impacts on Surface Water

The subject property does not contain, nor does it adjoin, surface waters. The nearest surface water is the East Meadow Brook, which is situated approximately 850 feet from the nearest point of the subject property (Marriott Hotel southern parking lot). However, given the amount of site disturbance that will occur during development of the Integrated Resort, as described in *Impacts on Land*, above, the potential for sediment transport exists and must be evaluated. A proper Stormwater Pollution Prevention Plan must also be prepared. Moreover, East Meadow Brook runs along the Meadowbrook State Parkway, and if traffic mitigation is required along that roadway, potential impacts to East Meadow Brook and its associated wetlands must be assessed.

Impacts on Groundwater

The proposed action includes a significant demand for water, and a new water supply well is required to address that demand. In addition, as documented in the Part 1 – EAF, there may be contamination in the area associated with the former Mitchel Field military airfield, which is listed as a New York State Superfund Class P (potential Registry site). A Class P site is one where there is a potential concern about site contamination. As the former Mitchel Field military airfield consists of approximately 1,500 acres that

includes the Coliseum and Marriott Hotel properties, analyses must be conducted to ensure that the proposed new well will not adversely impact the aquifer and not affect contamination (particularly groundwater plumes) that may exist from the former military airfield or other industrial sources.

Impacts on Flooding

Both the Coliseum and the Marriott Hotel properties consist of predominantly impervious area, and based on the information provided in the Part 1 – EAF, the amount of impervious area will decrease upon development of the Integrated Resort. Notwithstanding this, a significant amount of impervious area will exist, stormwater must be appropriately handled, and drainage impacts must be carefully evaluated to avoid flooding-related impacts.

Impacts on Air

Implementation of the proposed action would result in an increase in traffic and associated emissions within an identified disadvantaged community (part of Hempstead/New Cassel/Roosevelt/Uniondale/Westbury). The disadvantaged communities have been designated because they are subject to disproportionate air pollution burdens. Accordingly, a State-wide community air quality monitoring effort is underway. An evaluation must be conducted to determine whether the proposed Integrated Resort would adversely impact air quality, and consultations must be undertaken with the New York State Department of Environmental Conservation to ensure that such evaluation includes available current information regarding the status and results of this community air monitoring initiative. Also, as the Integrated Resort proposes extensive structured parking, an analysis must be conducted to ensure that emissions are properly managed.

Impacts on Plants and Animals

As both the Coliseum and Marriott Hotel sites are fully developed and are predominantly covered by impervious surfaces, they do not possess significant habitats, nor do they have substantial ecological value. However, across James Doolittle Boulevard from the Marriott Hotel is a remnant of the Hempstead Plains. While the proposed action does not include disturbance of the Hempstead Plains, the proposed construction could potentially cast shadows upon the Hempstead Plains. An evaluation must be conducted to determine same and the potential effects on the habitat of the Hempstead Plains.

Impacts on Aesthetic Resources

As explained in the Part 1 – EAF, development of the proposed Integrated Resort does not comply with various parameters of the existing Mitchel Field Mixed-Use (MFM) District (e.g., height, various design guidelines) that help to regulate aesthetic characteristics. Moreover, there are designated scenic by-ways, residential neighborhoods, cultural facilities and other potentially-sensitive receptors whose visual landscape may be impacted by the proposed Integrated Resort. An evaluation must be conducted to determine those areas from which the proposed Integrated Resort (particularly the hotel towers) may be visible, and a visual analysis of the aesthetic impacts must be conducted that compares post-development impacts to existing conditions.

Impacts on Transportation

Implementation of the proposed action is expected to result in substantial increases in site-generated traffic and the impact of same on the surrounding roadway system must be assessed and mitigation identified to address impacts that may be caused by the Integrated Resort. Relevant cumulative traffic impacts must also be analyzed. There will also be a significant parking demand associated with the proposed Integrated Resort, and the sufficiency of proposed parking must be demonstrated, including access thereto.

Impacts on Energy

The Part 1 – EAF notes that approximately 3.8 million square feet of building space would require heating and cooling, which will require significant energy. The Integrated Resort would also use energy for lighting and other purposes. An evaluation must be conducted to determine whether utility providers can meet the projected demand, and what improvements would be required. An assessment of the energy conservation measures, renewable energy and other sustainability features of the Integrated Resort must also be documented.

Impacts on Noise, Odor and Light

As the construction of the proposed Integrated Resort is anticipated over an approximately five-year period, construction-related noise and vibration impacts are expected. These impacts must be evaluated and mitigated to the extent practicable. On an operational basis, the level of activity associated with the Integrated Resort would be greater than that associated with the Coliseum, and, therefore, the operational noise impacts must be assessed. In addition, lighting on the site must be evaluated and the impacts of same (potential light trespass, skyglow) must also be studied.

Impacts on Human Health

As explained earlier in this Part 3 – EAF, there may be contamination in the area associated with the former Mitchel Field military airfield, which is listed as a New York State Superfund Class P (potential Registry site). Accordingly, to ensure that human health is protected, site-specific investigations must be conducted to determine whether contamination exists on the site that requires remediation. In addition, given that significant excavation and soil transport will be conducted, the means to determine the quality of excavated soil, and the proper means to transport and disposal (and/or recycling) of same must be evaluated. Plans to address undocumented potentially-hazardous features (e.g., undocumented underground storage tanks) and/or contamination during construction must also be documented.

The proposed Integrated Resort will also generate greater quantities of solid waste than that generated by the Coliseum use. Accordingly, the impacts associated with this solid waste and methods to mitigate impacts must be identified.

In addition, as there will be a casino component to the Integrated Resort, the effect on problem gambling should be evaluated.

Consistency with Community Plans

As previously explained in this Part 2 – EAF, the proposed Integrated Resort does not comply with various parameters of the existing MFM District. Accordingly, to allow the development of the Integrated Resort as proposed, either relief from those parameters must be granted, amendments to the MFM District must

be made, or a new zoning district must be adopted. These zoning impacts must be evaluated. The consistency of the proposed action with relevant community and regional plans must also be assessed. In addition, impacts to infrastructure must be assessed.

Consistency with Community Character

As explained in other sections of this Part 3 – EAF, the proposed action is not consistent with various parameters of the prevailing MFM District (including, among other things, height), and implementation of the proposed action is expected to result in potential adverse impacts to various elements of the environment that contribute to community character (e.g., aesthetics, land use). In addition, portions of the Coliseum are proposed to be demolished, and other areas will be altered to accommodate the casino. These impacts must be evaluated from the perspective of consistency with community character.

The proposed Integrated Resort will also create demands on community services (e.g., police, fire, solid waste), which must be evaluated, and there also may be secondary impacts that require evaluation. Relevant cumulative community character impacts must be assessed as well.

**State Environmental Quality Review Act (SEQRA)
Determination of Significance
Positive Declaration
Proposed Lease for Sands New York Integrated Resort**

Date: _____

This Notice is issued pursuant to Article 8 of the Environmental Conservation Law (State Environmental Quality Review Act) and the implementing regulations therefor at 6 NYCRR Part 617.

Name of Action: Proposed Lease for Sands New York Integrated Resort

Project Location: Nassau Veterans Memorial Coliseum, 1255 Hempstead Turnpike, Uniondale
(NCTM Nos. Section 44 – Block F – Lots 351, 411, 412, 415)

Marriott Hotel property, 101 James Doolittle Boulevard, Uniondale
(NCTM Nos. Section 44 – Block F – Lots 326, 401 and 402)

Lead Agency: Nassau County Legislature
1550 Franklin Avenue
Mineola, New York 11501

SEQR Status: Type I

Description of Action: The proposed action consists of the approval and execution of a proposed lease between Nassau County and LVS NY Holdco 2, LLC for the approximately 71.6-acre Nassau Veterans Memorial Coliseum (Coliseum) property and, potentially, the adjacent approximately 14.7-acre Marriott Hotel property, to facilitate the development of the Sands New York Integrated Resort. Among other things, approval of the lease would facilitate the redevelopment of the Coliseum property by LVS NY Holdco 2, LLC (Sands), subject to land use, zoning and other required approvals, into the Sands Integrated Resort. No changes are proposed to the Marriott Hotel, with the exception of parking reconfiguration at the southern portions of that property, and the potential renovation of the existing hotel (no expansion of the Marriott Hotel is planned).

Both the Coliseum and Marriott Hotel properties are situated within the Town of Hempstead's Mitchel Field Mixed-Use (MFM) District, and the development of the proposed Integrated Resort would require either relief from/amendments to that district or the creation of a new zoning district, as may be deemed appropriate by the Town of Hempstead Town Board.

Sands is proposing a world-class Integrated Resort that incorporates multiple components of leisure, business and entertainment to provide a wide range of experiences for the local community and guests. The Integrated Resort concept leverages the complementary travel patterns of business travelers who attend meetings and conferences during workdays and that of leisure tourists and visitors who visit on weekends. The Integrated Resort is proposing to offer an array of experiences under a single roof. The

destination will feature gaming, four and five-star hotels, meeting spaces, a live performance venue, immersive experiences, and restaurant and supportive retail experiences. Each component will be integrated through a series of landscape strategies and united by a common theme of environmentally-sustainable design. The Integrated Resort is proposed to include the following new development:

- Two new hotels with a total of 1,670 rooms, spa, fitness center and pools
- Casino with 393,726 net square feet of gaming area
- 147,292 square feet of food and beverage with 3,337 seats
- 213,000 square foot conference center
- 4,500 seat arena/live performance venue
- 60,000 square foot public attraction space
- 31,200 leasable square feet of retail space
- Three parking garages
- Various back-of-house support spaces, circulation and interior utility spaces.

Reasons Supporting this Determination:

The Nassau County Legislature has reviewed the proposed lease terms and the information included in Parts 1, 2 and 3 of the Environmental Assessment Form (EAF), has compared same to the thresholds set forth at 6 NYCRR §617.4, and has determined that the Proposed Action is a Type I action. A coordinated review was undertaken with involved agencies in accordance with 6 NYCRR §617.6(b)(2) and (3) of the implementing regulations of the New York State Environmental Quality Review Act.

Based upon the information contained in the proposed lease terms, Parts 1, 2 and 3 of the EAF, and testimony and information presented, the Nassau County Legislature, after due deliberation, review and analysis of the aforesaid information and the criteria set forth in 6 NYCRR §617.7(c), hereby determines that the proposed action may result in significant adverse impacts to the environment and a Draft Environmental Impact Statement must be prepared. This determination is supported by the following:

- Implementation of the proposed action, which would facilitate development of the Integrated Resort, will result in the physical disturbance of over 78 acres for a projected five-year construction period. The construction activity would result in significant demolition, excavation, soil disturbance and transport, and related activities that would result in on-site erosion and potential sediment transport to roadways that must be controlled
- The proposed Integrated Resort would significantly increase the demand for water, and a new water supply well is required to address that demand. There may be contamination in the area associated with the former Mitchel Field military airfield, which is listed as a New York State Superfund Class P (potential Registry site). As the former Mitchel Field military airfield consists of approximately 1,500 acres that includes the Coliseum and Marriott Hotel properties, analyses must be conducted to ensure that the proposed new well will not affect contamination

(particularly groundwater plumes) that may exist from the former military airfield or other industrial sources

- Upon development of the Integrated Resort, a significant amount of stormwater will be generated, and potential significant drainage impacts must be evaluated
- The proposed Integrated Resort may contain buildings that would cast shadows on the Hempstead Plains, which could adversely affect its habitat
- The proposed Integrated Resort does not comply with various parameters of the existing Mitchell Field Mixed-Use (MFM) Zoning District (e.g., height, various design guidelines) that help to regulate potential impacts to aesthetic character. Moreover, there are designated scenic by-ways, residential neighborhoods, cultural facilities and other potentially-sensitive receptors whose visual landscape may be impacted by the proposed Integrated Resort
- Implementation of the proposed action is expected to result in substantial increase in site-generated traffic and the impact of same on the operating conditions of the surrounding roadway system must be assessed. There will also be a significant parking demand associated with the proposed Integrated Resort, and the sufficiency of proposed parking must be demonstrated, including access thereto
- As East Meadow Brook runs along the Meadowbrook State Parkway, if traffic mitigation is required along that roadway, potential impacts to surface water and associated wetlands may result
- Implementation of the proposed action would result in an increase in traffic and associated emissions within an identified disadvantaged community (part of Hempstead/New Cassel/Roosevelt/Uniondale/Westbury) that could adversely impact air quality
- The Integrated Resort proposes extensive structured parking, and would generate emissions within the garages that may affect air quality
- Approximately 3.8 million square feet of building space is proposed within the Integrated Resort that would require heating and cooling, which would create a significant demand for energy. The Integrated Resort would also require energy for lighting and other purposes. An evaluation must be conducted to determine whether utility providers can meet the projected demand without causing adverse impacts to the energy system
- As the construction of the proposed Integrated Resort is anticipated over an approximately five-year period, construction-related noise and associated impacts are anticipated
- On an operational basis, the level of activity associated with the Integrated Resort would be greater than that associated with the Coliseum, and, as such, operational noise would increase at the property

- The proposed lighting associated with the Integrated Resort has the potential to cause light trespass and sky glow
- There may be contamination in the area associated with the former Mitchel Field military airfield, which is listed as a New York State Superfund Class P (potential Registry site), and excavation and soil disturbance associated with the Integrated Resort could disturb contamination and/or undocumented, potentially hazardous features that may exist (e.g., undocumented underground storage tanks)
- The proposed Integrated Resort will generate greater quantities of solid waste than that generated by the Coliseum use, which could affect solid waste management handling and disposal facilities
- As there will be a casino component to the Integrated Resort, there could be a potential increase in problem gambling
- Implementation of the proposed action does not comply with various parameters of the prevailing Town of Hempstead MFM District, which could result in various zoning and related impacts. In addition, consistency of the proposed action with relevant community and regional plans must be assessed
- The proposed Integrated Resort may affect community character
- The proposed Integrated Resort will create additional demands on community services (e.g., police, fire, solid waste), the impacts of which must be evaluated
- The proposed Integrated Resort and other pending applications (including the NYU Langone Hospital that is contemplated at Nassau Community College) may result in significant cumulative impacts.

Scoping: Formal scoping will be conducted in accordance with 6 NYCRR §617.8. A public scoping meeting will be held on Monday, September 9, 2024, at 5:00 p.m., at the Peter J. Schmitt Memorial Legislative Chamber in the Theodore Roosevelt Executive and Legislative Building, 1550 Franklin Avenue, Mineola, New York, and a written comment period on the Draft Scope will remain open until September 19, 2024. Written comments should be submitted to the contact person listed below. Copies of the Draft Scope will be made available, within five (5) days after the County Legislature’s receipt of the Draft Scope, at <https://www.nassaucountyny.gov/5712/Las-Vegas-Sands-Nassau-Coliseum-Site-Doc>, at the Office of the Nassau County Legislature located at 1550 Franklin Avenue, Mineola, New York, and at the following locations:

East Meadow Public Library
1886 Front St
East Meadow, NY 11554

Garden City Public Library
60 7th St
Garden City, NY 11530

Hempstead Public Library
115 James A. Garner Way
Hempstead, NY 11550

Uniondale Public Library
400 Uniondale Ave
Uniondale, NY 11553

For Further Information:

Contact Person: Michael C. Pulitzer, Clerk of the Nassau County Legislature

Address: Theodore Roosevelt Executive & Legislative Building
1550 Franklin Avenue
Mineola, New York 11501

Telephone Number: 516-571-4252

E-Mail Address: mpulitzer@nassaucountyny.gov

A Copy of this Notice is filed with the Lead Agency and has been Sent to:

The Honorable Bruce A. Blakeman
Nassau County Executive
Office of the County Executive
1550 Franklin Avenue
Mineola, NY 11501

Kenneth G. Arnold, P.E., Commissioner
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590-2723

Dr. Irina Gelman, Commissioner
Nassau County Department of Health
200 County Seat Drive
North Entrance
Mineola, NY 11501

Michael F. Uttaro, Chief Fire Marshal
Nassau County Fire Marshal
1194 Prospect Avenue
Westbury, NY 11590

William Rockensies, Chairman
Nassau County Industrial Development Agency
1 West Street, 4th Floor
Mineola, NY 11501

Sheldon L. Shrenkel, CEO/Executive Director

Town of Hempstead Town Board
Town Hall
1 Washington Street
Hempstead, NY 11550

John F. Ragano, Chairman
Town of Hempstead Board of Appeals
1 Washington Street
Hempstead, NY 11550

John Reinhardt, Commissioner
Town of Hempstead Water
Department
1995 Prospect Avenue
East Meadow, NY 11554

Town of Hempstead Building Department
1 Washington Street - 2nd Floor
Hempstead, NY 11550

Antonio Fanizzi, Commissioner
Town of Hempstead Highway Department
350 Front Street
Hempstead, NY 11550

Richard B. Causin, P.E., Regional Director
New York State Department of Transportation,
Region 10

Nassau County Industrial Development Agency
One West Street – Fourth Floor
Mineola, New York 11501

Leonard H. Shapiro, Chairperson
Nassau County Planning Commission
1194 Prospect Avenue
Westbury, NY 11590

The Honorable Donald X. Clavin Jr.,
Town Supervisor
Town Hall
1 Washington Street
Hempstead, NY 11550

Dr. James V. McDonald, Commissioner
New York State Department of Health
Corning Tower
Empire State Plaza
Albany, NY 12237

New York State Gaming Facility Location Board
PO Box 7500
Schenectady, NY 12301-7500

New York State Gaming Commission
PO Box 7500
Schenectady, New York 12301-7500

FAA/Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Lisanne Altmann, Major Account Executive
PSEG Long Island
999 Stewart Avenue
Bethpage, NY 11714

Valarie Hunter, Account Representative
National Grid
25 Hub Drive
Melville, NY 11747

Corporate Headquarters

State Office Building
250 Veterans Memorial Highway
Hauppauge, NY 11788

Cathy Haas, Regional Director
New York State Department of Environmental
Conservation
Region 1
SUNY @ Stony Brook
50 Circle Road
Stony Brook, NY 11790

ENGIE Resources
1360 Post Oak Boulevard, Suite 400
Houston, TX 77056

LVS NY Holdco 2, LLC
5420 S. Durango Drive
Las Vegas, Nevada 89113

Environmental Notice Bulletin at: enb@gw.dec.state.ny.us
625 Broadway
Albany, NY 12233-1750

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 07/17/2024

1) Proposer's Legal Name: LVS NY Holdco 2, LLC

2) Address of Place of Business: 5420 S. Durango Drive

City: Las Vegas State/Province/Territory: NV Zip/Postal Code: 89113

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: (702) 449-9311

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: ██████████

5) Federal I.D. Number: ██████████

6) The proposer is a: Other (Describe) Limited Liability Company

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?

YES NO If yes, please provide details:

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES NO If yes, please provide details:

Wholly owned subsidiary of Las Vegas Sands Corp.

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES NO If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?
YES NO If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

Please see Attachment 13.

1 File(s) uploaded: 24.07.15 BHF Attachment 13 - Investigations.pdf

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action

taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

Please see Attachment 13.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES NO If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

Tracey Edwards (SVP - New York Corporate Social Responsibility Officer for LVSC) holds an unpaid position as the Chairwoman of the Board of Trustees for the Long Island Power Authority (Nassau County). Ms. Edwards was appointed to the position by Gov. Hochul. Please note that Ms. Edwards is employed by applicant's parent publicly traded company.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

We have a Conflict of Interest Policy in place which requires prompt disclosure of any possible conflicts. We also have a robust third-party due diligence process, which includes a Compliance Questionnaire that has a question aimed at identifying possible conflicts of interest with third-parties with whom we do business.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES NO

Is the proposer an individual?

YES NO Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

02/13/2023

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

LVS HoldCo 2, LLC is a wholly owned subsidiary of parent Las Vegas Sands Corp. (LVSC) a publicly traded company. LVSC Address: 5420 S. Durango Drive, Las Vegas, NV 89113.

iii) Name, address and position of all officers and directors of the company. If none, explain.

David Zachary Hudson, President - [REDACTED]
Randy Hyzak, Secretary - [REDACTED]
Robert Cilento, Treasurer - [REDACTED]

iv) State of incorporation (if applicable);

NV

v) The number of employees in the firm;

0

vi) Annual revenue of firm;

0

vii) Summary of relevant accomplishments

Please see attached Las Vegas Sands Corp. 10k dated February 7, 2024.

1 File(s) uploaded: 24.02.07 BHF Attachment AVII Las Vegas Sands Corp. 10-K.pdf

viii) Copies of all state and local licenses and permits.

1 File(s) uploaded: 24.07.12 BHF Attachment A VIII LVS NY HOLDCO2 LLC.pdf

B. Indicate number of years in business.

2

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Please see attached Las Vegas Sands Corp. 10k dated February 7, 2024.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	RXR		
Contact Person	Paul Degregorio (VP, Project Executive, Construction Services)		
Address	75 Rockefeller Plaza, Suite 1300		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 390-9685		
Fax #			
E-Mail Address	pdegregorio@rxr.com		

Company	Populous		
Contact Person	Jonathan Mallie (Global Director)		
Address	601 West 26th Street, Suite 1737		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(917) 261-3422		
Fax #			
E-Mail Address	Jonathan.Mallie@populous.com		

Company	JB&B		
Contact Person	Richard McFadden (Managing Partner)		
Address	80 Pine Street, 12th Floor		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 530-9353		
Fax #			
E-Mail Address	mcfaddenr@jbb.com		

I, Ivie Dumlao , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Ivie Dumlao , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: LVS NY Holdco 2, LLC

Electronically signed and certified at the date and time indicated by:
Ivie Dumlao IVIE.DUMLAO@SANDS.COM

Manager - Legal Office, LVSC
Title

07/18/2024
Date

ATTORNEY/CLIENT PRIVILEGED AND CONFIDENTIAL

BUSINESS HISTORY FORM ATTACHMENT #13

Publicly traded parent company Las Vegas Sands Corp. (LVSC) and its subsidiaries operate in a highly regulated industry and are subject to investigations and regulatory inquiries in the normal course of business. Over the last five years, the company has been licensed to operate gaming establishments in Nevada, Singapore, Macao and Pennsylvania and been subject, as relevant here, to the jurisdiction of the following gaming regulators:

1. Singapore Gambling Regulatory Authority
2. Macao Gaming and Inspection Coordination Bureau
3. Nevada Gaming Control Board
4. Great Britain Gambling Commission
5. Swedish Gambling Authority
6. Bulgarian National Revenue Agency

From time to time, the above regulatory agencies listed in 1-3 above have conducted investigations and imposed fines; however, none have adversely impacted the company's operations, or resulted in a suspension or revocation of our gaming licenses. Further, remedial measures have been taken in each instance as appropriate. Dispositions of investigations which required disciplinary action are generally publicly available with each of the above agencies. Please note that the regulatory agencies listed in 4 - 6 above are recent additions in connection with the company's new digital live remote dealer business (B2B Supplier) that has not yet launched. These regulators have conducted routine licensing investigations of LVSC and/or its subsidiaries but have not imposed any disciplinary actions or fines.

In addition to the foregoing, a subsidiary of LVSC, under the jurisdiction of the US Department of Transportation Federal Aviation Administration (FAA), was investigated for compliance with passenger flight regulations in connection with LVC's prior gaming operations in Las Vegas, Nevada¹. On December 21, 2023, the subsidiary and FAA agreed to settle the matter without further court or administrative proceedings.

If further information is required regarding any of the above or other confidential matters, details can be provided upon request.

¹ As of February 2022, the Company no longer has gaming operations in Nevada.

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for LVS NY HOLDCO 2, LLC, File Number 230214003444 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on February 14, 2023.



Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

Authentication Number: 190002977075 To Verify the authenticity of this document you may access the
Division of Corporation's Document Authentication Website at <http://scorp.dos.ny.gov>



Division of Corporations,
State Records and
Uniform Commercial Code

Department of State
DIVISION OF CORPORATIONS,
STATE RECORDS AND
UNIFORM COMMERCIAL CODE
One Commerce Plaza
89 Westington Ave.
Albany, NY 12224-0001
<https://dos.ny.gov>

APPLICATION FOR AUTHORITY OF

LVS NY HOLDCO 2, LLC

(Insert name of Foreign Limited Liability Company)

Under Section 802 of the Limited Liability Company Law

FIRST: The name of the foreign limited liability company is:

LVS NY HOLDCO 2, LLC

The fictitious name under which the foreign limited liability company will do business in New York is:

(Complete only if the foreign limited liability company's true name is not acceptable for authorization pursuant to §204 of the Limited Liability Company Law. The fictitious name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

SECOND: The jurisdiction of organization of the foreign limited liability company is:

Nevada

The date of its organization is: February 13, 2023

THIRD: The county within New York State in which the office of the foreign limited liability company is to be located or if the foreign limited liability company shall maintain more than one office in this state, the county within New York State in which the principal office of the foreign limited liability company is to be located is: Nassau County

(Complete with the name of a New York State county. Please note that the limited liability company is not required to have an actual physical office in New York State.)

FOURTH: The Secretary of State is designated as agent of the foreign limited liability company upon whom process against the foreign limited liability company may be served.

The post office address to which the Secretary of State shall mail a copy of any process against the foreign limited liability company served upon the Secretary of State by personal delivery is:

Corporation Service Company

80 State Street, Albany, New York, 12207-2543

(Optional) The email address to which the Secretary of State shall email a notice of the fact that process against the foreign limited liability company has been served electronically upon the Secretary of State is:

FIFTH: (Check and complete the statement that applies)

The foreign limited liability company is required to maintain an office in the jurisdiction of its formation.

The address of its office is:

8600 Haven Street, Las Vegas, Nevada 89119

The foreign limited liability company is not required to maintain an office in the jurisdiction of its formation.

The address of the principal office of the foreign limited liability company is:

SIXTH: The foreign limited liability company is in existence in its jurisdiction of formation at the time of the filing of this application.

SEVENTH: The Articles of Organization of the foreign limited liability company were filed with the following officer in the jurisdiction of its formation:

Officer (e.g. "Secretary of State"): Francisco V. Aguilar, Secretary of State

The address of the officer is: 101 North Carson Street, Suite 3, Las Vegas, Nevada 89701

X



(Signature)

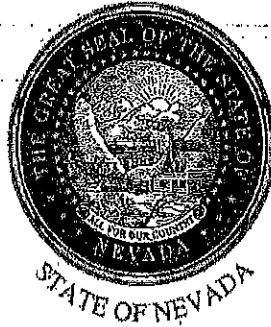
D. Zachary Hudson

(Type or print name)

Capacity of signer (Check appropriate box):

- Member
 Manager
 Authorized Person

SECRETARY OF STATE



**CERTIFICATE OF EXISTENCE
WITH STATUS IN GOOD STANDING**

I, FRANCISCO V. AGUILAR, the duly qualified and elected Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporations sole, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, LVS NY HOLDCO 2, LLC, as a DOMESTIC LIMITED-LIABILITY COMPANY (86) duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since 02/13/2023, and is in good standing in this state.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 02/13/2023.

FRANCISCO V. AGUILAR
Secretary of State

Certificate Number: B202302133391122

You may verify this certificate
online at <http://www.nvsos.gov>

Filed with the NYS Department of State on 02/14/2023
Filing Number: 230214003444 DOS ID: 6732297

APPLICATION FOR AUTHORITY
OF

LVS NY HOLDCO 2, LLC

(Insert name of Foreign Limited Liability Company)

Under Section 802 of the Limited Liability Company Law

Filer's Name and Mailing Address:

Jennifer Rohrbach

Name

Greenberg Traurig, LLP

Company, if applicable

10845 Griffith Peak Drive, Suite 600

Mailing Address

Las Vegas, Nevada 89135

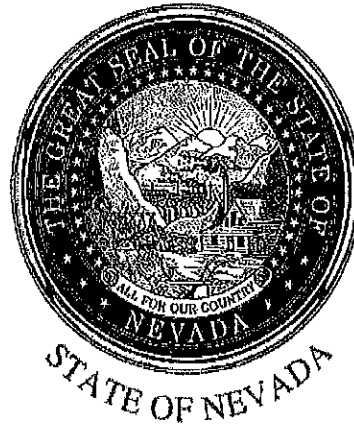
City, State and Zip Code

NOTES:

1. This form was prepared by the New York State Department of State for filing an application for authority for a foreign limited liability company to conduct business in New York State. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal supply stores.
2. Attach a Certificate of Existence, Certificate of Good Standing or Certificate of Status from the official who files and maintains limited liability company records in the jurisdiction of the foreign limited liability company's formation.
3. The name of the foreign limited liability company and its date of formation provided on this document must exactly match the name of the foreign limited liability company and, if applicable, the date of formation stated in the Certificate of Existence, Certificate of Good Standing or Certificate of Status.
4. The Department of State recommends that legal documents be prepared under the guidance of an attorney.
5. The application for authority must be submitted with a \$250 filing fee made payable to the Department of State.

(For office use only.)

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

LVS NY HOLDCO 2, LLC

Nevada Business Identification # NV20232698516

Expiration Date: 02/28/2025

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 02/19/2024.

Certificate Number: B202402194362299

You may verify this certificate
online at <http://www.nvsos.gov>

FRANCISCO V. AGUILAR
Secretary of State

FRANCISCO V. AGUILAR
Secretary of State

DEPUTY BAKKED AHL
*Deputy Secretary for
Commercial Recordings*

STATE OF NEVADA



OFFICE OF THE
SECRETARY OF STATE

*Commercial Recordings Division
401 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7138
North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888*

Business Entity - Filing Acknowledgement

02/19/2024

Work Order Item Number: W2024021900641 - 3472362
Filing Number: 20243828806
Filing Type: Annual List
Filing Date/Time: 02/19/2024 12:04:55 PM
Filing Page(s): 2

Indexed Entity Information:

Entity ID: E29524202023-1

Entity Name: LVS NY HOLDCO 2, LLC

Entity Status: Active

Expiration Date: None

Commercial Registered Agent
CORPORATION SERVICE COMPANY*
112 NORTH CURRY STREET, Carson City, NV 89703, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,

A handwritten signature in black ink that reads "FV Aguilar".

FRANCISCO V. AGUILAR
Secretary of State



FRANCISCO V. AGUILAR
 Secretary of State
 401 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

Annual or Amended List and State Business License Application

ANNUAL **AMENDED** (check one)

List of Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:

LVS NY HOLDCO 2, LLC
 NAME OF ENTITY

NV20232698516
 Entity or Nevada Business
 Identification Number (NVID)

TYPE OR PRINT ONLY - USE DARK INK ONLY - DO NOT HIGHLIGHT

IMPORTANT: Read instructions before completing and returning this form.

Please Indicate the entity type (check only one):

- Corporation
 - This corporation is publicly traded, the Central Index Key number is:
- Nonprofit Corporation (see nonprofit sections below)
- Limited-Liability Company
- Limited Partnership
- Limited-Liability Partnership
- Limited-Liability Limited Partnership
- Business Trust
- Corporation Sole

Filed in the Office of	Business Number
<i>F. V. Aguilar</i>	E29524202023-1
Secretary of State	Filing Number
State Of Nevada	20243828806
	Filed On
	02/19/2024 12:04:55 PM
	Number of Pages
	2

Additional Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers, may be listed on a supplemental page.

CHECK ONLY IF APPLICABLE

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee.

001 - Governmental Entity

006 - NRS 680B.020 Insurance Co, provide license or certificate of authority number

For nonprofit entities formed under NRS chapter 80: entities without 501(c) nonprofit designation are required to maintain a state business license, the fee is \$200.00. Those claiming an exemption under 501(c) designation must indicate by checking box below.

Pursuant to NRS Chapter 76, this entity is a 501(c) nonprofit entity and is exempt from the business license fee. Exemption Code 002.

For nonprofit entities formed under NRS Chapter 81: entities which are Unit-owners' association or Religious, Charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C § 501(c) are excluded from the requirement to obtain a state business license. Please indicate below if this entity falls under one of these categories by marking the appropriate box. If the entity does not fall under either of these categories please submit \$200.00 for the state business license.

Unit-owners' Association Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. §501(c)

For nonprofit entities formed under NRS Chapter 82 and 80: Charitable Solicitation Information - check applicable box

Does the Organization intend to solicit charitable or tax deductible contributions?

No - no additional form is required

Yes - the "Charitable Solicitation Registration Statement" is required.

The Organization claims exemption pursuant to NRS 82A 210 - the "Exemption From Charitable Solicitation Registration Statement" is required

****Failure to include the required statement form will result in rejection of the filing and could result in late fees.****



FRANCISCO V. AGUILAR
 Secretary of State
 401 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsliverflume.gov

**Annual or Amended List
 and State Business License
 Application - Continued**

Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:

CORPORATION, INDICATE THE Managing Member:

Las Vegas Sands Corp.		USA	
Name	Country		
5420 S Durango Dr	Las Vegas	NV	89113
Address	City	State	Zip/Postal Code

None of the officers and directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X David Z. Hudson by Gail Anne Toth
 Signature of Officer, Manager, Managing Member,
 General Partner, Managing Partner, Trustee,
 Subscriber, Member, Owner of Business,
 Partner or Authorized Signer FORM WILL BE RETURNED IF

Managing Member

02/19/2024

Title

Date

UNSIGNED



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsds.gov
www.nvsilverflume.gov

Annual or Amended List and State Business License Application - Continued

Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:

CORPORATION, INDICATE THE <u>PRESIDENT</u> , OR EQUIVALENT OF: Title: MANAGING MEMBER			
LAS VEGAS SANDS CORP.		USA	Country
Name			
5420 S DURANGO	LAS VEGAS	NV	89113
Address	City	State	Zip/Postal Code
CORPORATION, INDICATE THE <u>SECRETARY</u> , OR EQUIVALENT OF: Title:			
Name		Country	
Address	City	State	Zip/Postal Code
CORPORATION, INDICATE THE <u>TREASURER</u> , OR EQUIVALENT OF: Title:			
Name		Country	
Address	City	State	Zip/Postal Code
CORPORATION, INDICATE THE <u>DIRECTOR</u> :			
Name		Country	
Address	City	State	Zip/Postal Code
FOR CORPORATION SOLE, INDICATE THE <u>SUBSCRIBER/SUCCESSOR</u> :			
Name		Country	
Address	City	State	Zip/Postal Code

None of the officers or directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

DocuSigned by:
 David Z. Hudson Secretary of Managing Member 2/14/2024

Signature of Officer, Manager, Managing Member, Title Date

General Partner, Managing Partner, Trustee,
 Subscriber, Member, Owner of Business,
 Partner or Authorized Signer FORM WILL BE RETURNED IF
 UNSIGNED.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES NO If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Ivie Dumlao [IVIE.DUMLAO@SANDS.COM]

Dated: 07/18/2024 12:42:05 am

Vendor: LVS NY Holdco 2, LLC

Title: Manager - Legal Office, LVSC

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

1. Principal Name: David Zachary Hudson
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: [REDACTED]

Business Address: 5420 S. Durango Drive
City: Las Vegas State/Province/Territory: NV Zip/Postal Code: 89113
Country: US
Telephone: 7029239238

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>02/13/2023</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?
YES NO If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES NO If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES NO If Yes, provide details.

I am an officer of Las Vegas Sands Corp. and various of its subsidiaries. I am also an officer and director of the non-profit charter school Young Woman's Leadership Academy of Las Vegas.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES NO If Yes, provide details.

Las Vegas Sands Corp. has casino licenses in Singapore and Macao and those licenses involve various contracts with those government.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
a. Been debarred by any government agency from entering into contracts with that agency?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- 10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- 11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

Please see Business History Form Response re investigations

- 12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

I have none. Please see Business History Form Response re sanctions and proceedings.

- 13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

I, D. Zachary Hudson , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, D. Zachary Hudson , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

LVS NY Holdco 2, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
David Zachary Hudson ZAC.HUDSON@SANDS.COM

President, LVS NY Holdco 2, LLC

Title

07/17/2024 04:42:24 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: LVS NY Holdco 2, LLC

Address: 5420 S. Durango Drive

City: Las Vegas State/Province/Territory: NV Zip/Postal Code: 89113

Country: US

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: Other (specify) Limited Liability Company

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name David Zachary
Last Name Hudson
MI _____ Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country [REDACTED]
Position President, LVS NY HoldCo 2, LLC

First Name Robert
Last Name Cilento
MI _____ Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country [REDACTED]
Position Treasurer, LVS NY Holdco 2, LLC

First Name Randy
Last Name Hyzak
MI _____ Suffix _____

Address [REDACTED]
City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country [REDACTED]
Position Secretary, LVS NY Holdco 2, LLC

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

LVS NY Holdco 2, LLC is a wholly owned subsidiary of Las Vegas Sands Corp. (LVSC), a publicly traded company. Attached is a copy of LVSC's 10K dated February 7, 2024.

1 File(s) uploaded: 24.02.07 CCVD Attachment 5 Las Vegas Sands Corp. 10-K.pdf

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Please see LVSC 10K attached in Item #5 above.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [X] NO []

(a) Name, title, business address and telephone number of lobbyist(s):

Please see Attachment 7 in response to 7a, 7b and 7c.

1 File(s) uploaded: 24.07.17 CCVD Attachment 7 Lobbyist.pdf

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

Please see Attachment 7 in response to 7a, 7b and 7c.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York)

State):

Please see Attachment 7 in response to 7a, 7b and 7c.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Ivle Dumlao [IVIE.DUMLAO@SANDS.COM]

Dated: 07/18/2024 12:43:29 am

Title: Manager - Legal Office, LVSC

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2023
or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____
Commission file number 001-32373



LAS VEGAS SANDS CORP.

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction of
incorporation or organization)
5420 S. Durango Dr.
Las Vegas, Nevada
(Address of principal executive offices)

██████████
(IRS Employer
Identification No.)
89113
(Zip Code)

Registrant's telephone number, including area code:
(702) 923-9000

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Common Stock (\$0.001 par value)	LVS	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports); and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated Filer Accelerated Filer Emerging Growth Company
Non-Accelerated Filer Smaller Reporting Company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to § 240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

As of June 30, 2023, the last business day of the registrant's most recently completed second fiscal quarter, the aggregate market value of the registrant's common stock held by non-affiliates of the registrant was \$19,205,929,006 based on the closing sale price on that date as reported on the New York Stock Exchange.

The Company had 753,621,428 shares of common stock outstanding as of January 31, 2024.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the definitive Proxy Statement to be used in connection with the registrant's 2024 Annual Meeting of Stockholders are incorporated into Part III (Item 10 through Item 14) of this Annual Report on Form 10-K.

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Las Vegas Sands Corp.

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PART I

ITEM 1. — BUSINESS

Our Company

Las Vegas Sands Corp. (“LVSC,” or together with its subsidiaries “we” or the “Company”) is the leading global developer and operator of destination properties (“Integrated Resorts”) that feature premium accommodations, world-class gaming, entertainment and retail malls, convention and exhibition facilities, celebrity chef restaurants and other amenities.

We currently own and operate Integrated Resorts in Macao and Singapore. We believe our geographic diversity, best-in-class properties and convention-based business model provide us with the best platform in the hospitality and gaming industry to continue generating growth and cash flow while simultaneously pursuing new development opportunities. We focus on the mass market, which comprises our most profitable gaming segment. We believe the mass market segment will continue to deliver long-term growth as a result of continuing economic growth, expansion of the middle class and increasing number of high net worth individuals across our markets in Asia. We also offer loyalty programs at our properties, which provide access to rewards, privileges and members-only events. Additionally, we believe being in the retail mall business and, specifically, owning some of the largest retail properties in Asia will provide meaningful value for us, particularly as the retail market in Asia continues to grow.

Our properties also cater to high-end players by providing them with luxury amenities and premium service levels. These amenities include luxury accommodations, restaurants, lounges, invitation-only clubs and private gaming salons. In each of the regions where we operate, the Paiza brand is associated with certain of these exclusive facilities and represents an important part of our VIP gaming marketing strategy.

Our unique convention-based marketing strategy allows us to attract business travelers during the slower mid-week periods while leisure travelers occupy our properties during the weekends. Our convention, trade show and meeting facilities, combined with the on-site amenities offered at our Macao and Singapore Integrated Resorts, provide flexible and expansive space for meetings, incentives, conventions and exhibitions (“MICE”).

Through our 69.9% ownership of Sands China Ltd. (“SCL”), we own and operate a collection of Integrated Resorts in the Macao Special Administrative Region (“Macao”) of the People’s Republic of China (“PRC” or “China”). Those properties include The Venetian Macao Resort Hotel (“The Venetian Macao”); The Londoner Macao; The Parisian Macao; The Plaza Macao and Four Seasons Hotel Macao, Cotai Strip (the “Four Seasons Macao”); and the Sands Macao.

In Singapore, we own and operate the iconic Marina Bay Sands, which opened in 2010 and is one of Singapore’s major tourist, business and retail destinations.

We are dedicated to sustainability across environment, social and governance (“ESG”) priorities, anchored by our People, Communities and Planet corporate responsibility platform. In 2023, we were named to the Dow Jones Sustainability North America Index for the sixth consecutive year and to the Dow Jones Sustainability World Index for the fourth consecutive year, recognizing our ESG leadership and performance. We strive to deliver a positive working environment for our team members worldwide and pledge to promote the advancement of aspiring team members through a range of educational partnerships, grants and leadership training. We are committed to creating and investing in industry-leading policies and procedures to safeguard our patrons, partners, employees and neighbors. We drive social impact through, among other things, our Sands Cares charitable giving and community engagement program. Our industry-leading Integrated Resorts provide substantial contributions to our host communities including growth in leisure and business tourism, sustained job creation and ongoing financial opportunities for local small and medium-sized businesses. We continuously make efforts to improve our environmental performance through our Sands ECO360 global sustainability program (“Sands ECO360”). Through Sands ECO360, we develop and implement environmental practices to advance energy efficiency and transition to renewables, reduce waste, conserve water and source products and materials responsibly.

LVSC was incorporated in Nevada in August 2004. Our common stock is traded on the New York Stock Exchange (the “NYSE”) under the symbol “LVS.” Our principal executive office is located at 5420 S. Durango Dr.,

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Las Vegas, Nevada 89113 and our telephone number at that address is (702) 923-9000. Our website address is www.sands.com. The information on our website is not part of this Annual Report on Form 10-K.

Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, proxy statements and other Securities and Exchange Commission ("SEC") filings, and any amendments to those reports and any other filings we file with or furnish to the SEC under the Securities Exchange Act of 1934 are made available free of charge on our website as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC and are also available at the SEC's web site address at www.sec.gov.

Investors and others should note we announce material financial information using our investor relations website (<https://investor.sands.com>), our company website, SEC filings, investor events, news and earnings releases, public conference calls and webcasts. We use these channels to communicate with our investors and the public about our company, our products and services, and other issues.

In addition, we post certain information regarding SCL, a subsidiary of LVSC with ordinary shares listed on The Stock Exchange of Hong Kong Limited, from time to time on our company website and our investor relations website. It is possible the information we post regarding SCL could be deemed to be material information.

The contents of these websites are not intended to be incorporated by reference into this Annual Report on Form 10-K or in any other report or document we file or furnish with the SEC, and any reference to these websites are intended to be inactive textual references only.

This Annual Report on Form 10-K contains certain forward-looking statements. See "Item 7 — Management's Discussion and Analysis of Financial Condition and Results of Operations — Special Note Regarding Forward-Looking Statements."

Our principal operating and developmental activities occur in two geographic areas: Macao and Singapore. Management reviews the results of operations for each of its operating segments, which generally are our Integrated Resorts. In Macao, our operating segments are: The Venetian Macao; The Londoner Macao; The Parisian Macao; The Plaza Macao and Four Seasons Macao; and Sands Macao. In Singapore, our operating segment is Marina Bay Sands. Additionally, prior to its sale, our operating segment in the United States was The Venetian Resort Las Vegas and the Sands Expo and Convention Center (together, the "Las Vegas Operating Properties") through February 22, 2022, which has been disclosed as a discontinued operation. We also review construction and development activities for our primary projects under development, in addition to our reportable segments noted above. We also have ferry operations and various other operations that are ancillary to our Macao properties (collectively, "Ferry Operations and Other").

Strengths and Strategies

We believe we have a number of strengths that differentiate our business from our competitors, including:

Diversified, high quality Integrated Resort offerings with substantial non-gaming amenities. Our Integrated Resorts feature non-gaming attractions and amenities including world-class entertainment, expansive retail offerings and market-leading MICE facilities. These attractions and amenities enhance the appeal of our Integrated Resorts, contributing to visitation, length of stay and customer spending at our resorts. The broad appeal of our market-leading Integrated Resort offerings in our various markets enables us to serve the widest array of customer segments in each market.

Substantial and diversified cash flow from existing operations. Our Integrated Resorts in Macao and Singapore have contributed 54% and 46% of our total adjusted property EBITDA, respectively, during 2023. In each of these jurisdictions, our cash flow from operations was derived from a combination of gaming and non-gaming sources, including retail malls, hotel, food and beverage, entertainment and MICE.

Market leadership in the growing high-margin mass market gaming segment. In our gaming business, we focus on the high-margin mass gaming segment. Our combined SCL properties continue to have the highest percentage of gaming win from mass tables and slots of the Macao operators. Management estimates our mass market table revenues typically generate a gross margin substantially higher than the gross margin on our VIP table

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revenues. Additionally, gross gaming revenue from mass tables and slots has contributed to approximately two-thirds of total gross gaming revenue at Marina Bay Sands during the previous five years.

Established brands with broad regional and international market awareness and appeal. Through a combination of its diversity of amenities, scale of facilities and its distinctive design, The Venetian Macao has remained the foremost example of a themed Integrated Resort in Macao. The Londoner Macao, our largest themed property on the Cotai Strip, with replicas of the Houses of Parliament and the Elizabeth Tower, along with the Parisian Macao, our themed property with an iconic replica of the Eiffel Tower and other attractions, has established an interconnected critical mass of European-themed Integrated Resorts that attract multiple segments of leisure and business tourism and drive broad brand awareness both regionally and globally. As awareness of The Londoner Macao increases, we believe this Integrated Resort has both the quality and scale to enhance the overall reputation and recognition of our Macao portfolio.

Marina Bay Sands is an iconic, architecturally significant Integrated Resort with meaningful scale and visitation. Due to its distinctive design, multitude of amenities and customer experiences shared on social media, and a prominent position as part of the Singapore skyline, Marina Bay Sands is recognized throughout Asia and globally. We believe the brand of Marina Bay Sands is unique and as a result, the property is often featured prominently on social media, in filmed entertainment and in other media.

Experienced management team with a proven track record. Mr. Robert G. Goldstein, our Chairman and Chief Executive Officer, has been an integral part of our executive team from the beginning, joining our founder and previous Chairman and Chief Executive Officer, Mr. Sheldon G. Adelson, before The Venetian Resort Las Vegas was constructed. Mr. Goldstein is one of the most respected and experienced executives in our industry today. Mr. Patrick Dumont, our President and Chief Operating Officer, has been with the Company for more than 13 years, including previously serving as our Executive Vice President and Chief Financial Officer, and has prior experience in corporate finance and management. Our management team is focused on delivering growth, increasing our return on invested capital, balance sheet strength, preserving the Company's financial flexibility to pursue development opportunities and continuing to execute return of capital to stockholders.

Unique MICE and entertainment facilities. Our market-leading MICE and entertainment facilities contribute to our markets' diversification and appeal to business and leisure travelers while diversifying our cash flows and increasing revenues and profit. Our approximately 2.9 million square feet of global MICE space is designed to meet the needs of meeting planners and corporate events and trade show organizers from around the world. Our experience and expertise in this industry supports our ability to drive leisure and business tourism to our markets. The live entertainment program at our properties has been a key traffic driver and has established us as a leader in the field of tourism and leisure activities.

Building on our key strengths, we seek to enhance our position as the leading developer and operator of Integrated Resorts and casinos by continuing to implement the following business strategies:

Developing and diversifying our Integrated Resort offerings to include a full complement of products and services to cater to different market segments. Our Integrated Resorts include MICE space, retail, dining and entertainment facilities and a range of hotel offerings, including branded suites and hotel rooms, to cater to different segments of our markets. We are able to leverage the recognition and the sales, marketing and reservation capabilities of premier hotel brands to attract a wide range of customers in different market segments to our properties. We believe our partnerships with renowned hotel management partners, our diverse Integrated Resort offerings and the convenience and accessibility of our properties will continue to increase the appeal of our properties to both the business and leisure customer segments.

Leveraging our scale of operations to create and maintain an absolute cost advantage. Management expects to benefit from lower unit costs due to the economies of scale inherent in our operations. Opportunities for lower unit costs include, but are not limited to: lower utility costs; more efficient staffing of hotel and gaming operations; and centralized transportation, marketing and sales, and procurement. In addition, our scale allows us to consolidate certain administrative functions.

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Focusing on the high-margin mass market gaming segment, while continuing to provide luxury amenities and high service levels to our VIP and premium players. The scale and product mix of our Integrated Resort properties allow us to participate very effectively in all segments of the market. We believe the mass market segment will continue to exhibit long-term growth as a result of continuing economic growth, expansion of the middle class and increasing number of high net worth individuals across our markets in Asia, accompanied by supportive long-term trends in business and leisure tourism. Our properties are positioned to harness future growth in the mass market that comprise our most profitable gaming segment, while delivering the immersive destination resort experiences that create loyalty with VIP and premium players.

Identifying targeted investment opportunities to drive growth across our portfolio. We will continue to invest in the expansion of our facilities and the enhancement of the leisure and business tourism appeal of our property portfolio. Our planned development projects include fulfilling capital and operating investment requirements as part of our Macao gaming concession, the next phase of renovation and redevelopment of The Londoner Macao and the extensive renovation and expansion of Marina Bay Sands.

Our Operations

Macao

The Venetian Macao is the anchor property of our Cotai Strip development and is located approximately two miles from the Taipa Ferry Terminal on Macao's Taipa Island and six miles from the bridge linking Hong Kong, Macao and Zhuhai. The Venetian Macao includes approximately 503,000 square feet of gaming space and gaming support area with approximately 690 table games and 1,260 slot machines and electronic table games ("ETGs"). The Venetian Macao features a 39-floor luxury hotel tower with 2,905 elegantly appointed luxury suites and the Shoppes at Venetian, approximately 948,000 square feet of unique retail shopping with 327 stores featuring many international brands and home to 59 restaurants and food outlets featuring an international assortment of cuisines. In addition, The Venetian Macao has approximately 1.2 million square feet of convention facilities and meeting room space, an 1,800-seat theater and the 15,000-seat Cotai Arena that hosts world-class entertainment and sporting events.

The Londoner Macao, our largest Integrated Resort on the Cotai Strip, is located across the street from The Venetian Macao, The Parisian Macao and The Plaza Macao and Four Seasons Macao. The Londoner Macao is the result of our renovation, expansion and rebranding of Sands Cotai Central, which included the addition of extensive thematic elements both externally and internally and was completed during 2022. The Londoner Macao presents a range of new attractions and features, including some of London's most recognizable landmarks, such as the Houses of Parliament and the Elizabeth Tower (commonly known as "Big Ben"), and interactive guest experiences. The Integrated Resort features four hotel towers. The first hotel tower consists of Londoner Court with 368 luxury suites and 400 rooms and suites under the St. Regis brand. The second hotel tower consists of 659 five-star rooms and suites under the Conrad brand and The Londoner Macao Hotel with 594 London-themed suites, including 14 exclusive Suites by David Beckham. The third hotel tower consists of 1,842 rooms and suites under the Sheraton brand. The fourth hotel tower consists of 2,126 rooms and suites under the Sheraton brand. Work on Phase II of the Londoner Macao has commenced, which includes the renovation of the rooms in the Sheraton and Conrad hotel towers, an upgrade of the gaming areas and the addition of new attractions, dining, retail and entertainment offerings. The Integrated Resort includes approximately 400,000 square feet of gaming space and gaming support area with approximately 510 table games and 1,210 slot machines and ETGs, approximately 369,000 square feet of meeting space, a 1,701-seat theater, the 6,000-seat Londoner Arena, approximately 612,000 square feet of retail space with 143 stores and home to 50 restaurants and food outlets featuring an international assortment of cuisines.

The Parisian Macao, which is connected to The Venetian Macao and The Plaza Macao and Four Seasons Macao, includes approximately 272,000 square feet of gaming space and gaming support area with approximately 280 table games and 780 slot machines and ETGs. The Parisian Macao also features 2,541 rooms and suites and the Shoppes at Parisian, approximately 296,000 square feet of unique retail shopping with 112 stores featuring many international brands and home to 26 restaurants and food outlets featuring an international assortment of cuisines. Other non-gaming amenities at The Parisian Macao include a meeting room complex of approximately 63,000 square feet and a 1,200-seat theater. Directly in front of The Parisian Macao, and connected via a covered walkway to the main building, is a half-scale authentic re-creation of the Eiffel Tower containing a viewing platform and restaurant.

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The Plaza Macao and Four Seasons Macao, which is located adjacent to The Venetian Macao, has approximately 108,000 square feet of gaming space and gaming support area with approximately 90 table games and 20 slot machines and ETGs at its Plaza Casino. The Plaza Macao and Four Seasons Macao also has 360 elegantly appointed rooms and suites managed by FS Macao Lda., several food and beverage offerings, and conference and banquet facilities. The Grand Suites at Four Seasons features 289 luxury suites. The Shoppes at Four Seasons includes approximately 249,000 square feet of retail space with 134 stores and home to 10 restaurant and food outlets, and is connected to the Shoppes at Venetian. The Plaza Macao and Four Seasons Macao also features 19 ultra-exclusive Paiza Mansions, which are individually designed and made available by invitation only.

The Sands Macao, the first U.S. operated Las Vegas-style casino in Macao, is situated near the Macao-Hong Kong Ferry Terminal on a waterfront parcel centrally located between Macao's Gongbei border gate with China and Macao's central business district. The Sands Macao includes approximately 176,000 square feet of gaming space and gaming support area with approximately 110 table games and 430 slot machines and ETGs. The Sands Macao also includes a 289-suite hotel tower, spa facilities and several restaurants and entertainment areas.

We operate the gaming areas within our Macao properties pursuant to a 10-year gaming concession that expires in December 2032. See "Regulation and Licensing — *Macao Concession.*"

Singapore

Marina Bay Sands opened with approximately 2,600 rooms and suites located in three 55-story hotel towers. We are currently undertaking extensive renovation work with approximately 1,850 rooms and suites resulting upon completion, which is expected to greatly enhance the positioning of our suite product. Atop the three towers is the Sands SkyPark, an extensive outdoor recreation area with a 150-meter Infinity swimming pool and leading restaurant and nightlife brands. The Integrated Resort offers approximately 162,000 square feet of gaming space with approximately 500 table games and 3,000 slot machines and ETGs; The Shoppes at Marina Bay Sands, an enclosed retail, dining and entertainment complex with signature restaurants from world-renowned chefs; an event plaza and promenade; and an art/science museum. Marina Bay Sands also includes approximately 1.2 million square feet of meeting and convention space and a state-of-the-art theater for top Broadway shows, concerts and gala events.

We operate the gaming area within our Singapore property pursuant to a 30-year casino concession provided under a development agreement entered into in August 2006. See "Regulation and Licensing — Development Agreement with Singapore Tourism Board." Additionally, see "Development Projects — Singapore."

Our Markets

Macao

Macao is the largest gaming market in the world and the only market in China to offer legalized casino gaming. According to Macao government statistics issued publicly on a monthly basis by the Gaming Inspection and Coordination Bureau (commonly referred to as the "DICJ"), annual gross gaming revenues were 183.06 billion patacas in 2023 (approximately \$22.74 billion at exchange rates in effect on December 31, 2023), an increase of 333.8% and a decrease of 37.4% compared to 2022 and 2019, respectively.

We welcomed approximately 27 million visitors to Macao in 2023, compared to the approximately 6 million visitors in 2022. We believe visitation will return to pre-pandemic levels and will continue to experience meaningful long-term growth. We believe this growth will be driven by a variety of factors, including the movement of Chinese citizens to urban centers in China, continued growth of the Chinese outbound tourism market, the increased utilization of existing transportation infrastructure, the introduction of new transportation infrastructure and the continued increase in hotel room inventory in Macao and neighboring Hengqin Island. There has been significant investment announced and recently completed by concessionaires in new resort development projects on Cotai. These factors should help increase the critical mass on Cotai and further drive Macao's transformation into a leading business and leisure tourism hub in Asia. We believe the development of additional integrated resort products in Macao will also drive a higher demand for gaming products.

Table games are the dominant form of gaming in Asia, with Baccarat being the most popular game. We believe we will continue to experience Macao market-leading visitation and are focused on driving high-margin mass market gaming, while providing luxury amenities and high service levels to our VIP and premium players. We

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intend to continue to introduce more modern and popular products that appeal to the Asian marketplace and believe our continued improvement in our high-quality gaming product offerings has enabled us to capture a meaningful share of the overall Macao gaming market across all player segments.

Proximity to Major Asian Cities

Visitors from Hong Kong, South China, Taiwan and other locations in Asia can reach Macao in a relatively short time, using a variety of transportation methods, and visitors from more distant locations in Asia can take advantage of short travel times by air to Zhuhai, Shenzhen, Guangzhou or Hong Kong, followed by a road, ferry or helicopter trip to Macao. In addition, numerous air carriers fly directly into Macau International Airport from many major cities in Asia.

Macao draws in a significant number of customers who are visitors or residents of Hong Kong. One of the major methods of transportation to Macao from Hong Kong is the jetfoil ferry service, including our ferry services, Cotai Water Jet. The Hong Kong-Zhuhai-Macao Bridge (the "HZMB"), which connects Hong Kong, Macao and Zhuhai, has reduced the travel time between Hong Kong and Macao from one hour by ferry to approximately 45 minutes on the road. The HZMB is part of the Greater Bay Area Initiative and plays a key role in connecting the cities in the Greater Bay Area, facilitating the visitation to Macao. Macao is also accessible from Hong Kong by helicopter.

Competition in Macao

Gaming in Macao is administered by the government through concessions awarded to six different concessionaires, of which we are one. The other concessionaires are SJM Resorts, S.A., Wynn Resorts (Macao), S.A., Galaxy Casino, S.A., MGM Grand Paradise, S.A. and Melco Resorts (Macao), S.A.

Our Macao operations also face competition from other gaming and resort destinations, both in Asia and globally.

Singapore

Singapore is regarded as having the most developed financial and transportation infrastructure in the Southeast Asia region. Singapore has established itself as a destination for both business and leisure visitors, offering convention and exhibition facilities as well as world-class shopping malls and hotel accommodations. In 2006, after a competitive bid process, the Singapore government awarded two concessions to develop and operate two integrated resorts. We were awarded the concession for the Marina Bay site, which is adjacent to Singapore's central business district, and Genting International was awarded the second site, located on Singapore's Sentosa Island.

Based on figures released by the STB, Singapore welcomed approximately 13.6 million international visitors in the twelve months ended December 31, 2023, a 115.8% increase and a 28.8% decrease compared to the same period in 2022 and 2019, respectively. Tourism receipts were estimated to be SGD 14.18 billion (approximately \$10.74 billion at exchange rates in effect on December 31, 2023) in 2022 (the latest information publicly available at the time of filing). The Gambling Regulatory Authority (the "GRA"), the gaming regulator in Singapore, does not disclose gaming revenue for the market and thus no official figure exists.

We believe Marina Bay Sands is ideally positioned within Singapore to cater to both business and leisure visitors. The Integrated Resort is centrally located within a 20-minute drive from Singapore's Changi International Airport and near the Marina Bay Cruise Center, a deep-water cruise ship terminal, and Bayfront station, a mass rapid transit station. Marina Bay Sands is also located near several entertainment attractions, including the Gardens by the Bay botanical gardens and the Singapore Sports Hub, a sports complex featuring the 55,000-seat National Stadium.

Baccarat is the preferred table game in both VIP and mass gaming. Additionally, contributions from slot machines and from mass gaming, including ETG offerings, have enhanced the growth of the market. As Marina Bay Sands and the Singapore market as a whole continue to mature, we expect to broaden our visitor base to continue to capture visitors from around the world.

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Proximity to Major Asian Cities

More than 100 airlines operate in Singapore, connecting it to some 300 cities in approximately 80 countries. In the twelve months ended December 31, 2023, 59 million passengers passed through Singapore's Changi Airport, an increase of 83% and a decrease of 14% compared to the same period in 2022 and 2019, respectively. In 2019, Changi Jewel, a multi-use retail, hotel and food and beverage destination, opened at Changi Airport, and work is currently underway to expand the number of runways and open a fifth terminal, which would increase passenger capacity. Based on figures released by the STB, the largest source markets for visitors to Singapore over the last five years ending in 2023 were China and Indonesia. The STB's methodology for reporting visitor arrivals does not recognize Malaysian citizens entering Singapore by land, although this method of visitation is generally thought to be substantial.

Competition in Singapore

Gaming in Singapore is administered by the government through the award of licenses to two operators, our Company and Resorts World Sentosa, which is 100% owned by Genting Singapore PLC. The GRA is required to ensure there will not be more than two casino licenses until January 1, 2031.

Our Singapore operations also face competition from other gaming and resort destinations, both in Asia and globally.

Retail Mall Operations

We own and operate retail malls at our Integrated Resorts at The Venetian Macao, The Londoner Macao, The Parisian Macao, The Plaza Macao and Four Seasons Macao and Marina Bay Sands. We currently own approximately 2.8 million square feet of gross retail space. Management believes being in the retail mall business and, specifically, owning some of the largest retail properties in Asia will provide meaningful value for us, particularly as the retail market in Asia continues to grow.

Our malls are designed to complement our other unique amenities and service offerings provided by our Integrated Resorts. Our strategy is to seek out desirable tenants that appeal to our patrons and provide a wide variety of shopping options. We generate our mall revenue primarily from leases with tenants through base minimum rents, overage rents and reimbursements for common area maintenance ("CAM") and other expenditures. For further information related to the financial performance of our malls, see "Part II — Item 7 — Management's Discussion and Analysis of Financial Condition and Results of Operations."

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The tables below set forth certain information regarding our mall operations on the Cotai Strip and at Marina Bay Sands as of December 31, 2023. These tables do not reflect subsequent activity in 2024.

<u>Mall Name</u>	<u>Total GLA⁽¹⁾</u>	<u>Selected Significant Tenants</u>
Shoppes at Venetian	818,686 ⁽²⁾	ZARA, Victoria's Secret, UNIQLO, Tiffany & Co., Rolex, Bvlgari, MUJI, Marks & Spencer, Tommy Hilfiger, Cartier, Chaumet, Longines, Omega, Polo Ralph Lauren, Kenzo
Shoppes at Londoner	611,905	Marks & Spencer, Chow Tai Fook, Apple, Bottega Veneta, Gucci, Burberry, Tod's, V&A, DFS, Tory Burch, The Cheesecake Factory, Shake Shack, Jimmy Choo, Alexander McQueen, Polo Ralph Lauren, Stella McCartney, Emporio Armani, Canada Goose, Harry Potter: The Exhibition
Shoppes at Parisian	296,352	Versace Jeans Couture, Antonia, Champion, Jaeger-LeCoultre, Breitling, LT Menswear, Temptation
Shoppes at Four Seasons	249,373	Cartier, Chanel, Louis Vuitton, Hermès, Gucci, Dior, Versace, Zegna, Loro Piana, Saint Laurent, Balenciaga, Loewe, Roger Vivier, Christian Louboutin, Alexander McQueen, Miu Miu, Tiffany & Co., Rimowa
The Shoppes at Marina Bay Sands	615,633 ⁽³⁾	Louis Vuitton, Zara, Chanel, Gucci, Dior, Burberry, Prada, Fendi, Moncler, Hermès, Cartier, Apple

(1) Represents Gross Leasable Area in square feet.

(2) Excludes approximately 130,000 square feet of space on the fifth floor currently not on the market for lease.

(3) Excludes approximately 230,000 square feet of space operated by the Company.

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The following table reflects our tenant representation by category for our mall operations as of December 31, 2023:

Category	Square Feet	% of Square Feet	Representative Tenants
Fashion (luxury, women's, men's, mixed)	719,734	34 %	Louis Vuitton, Dior, Gucci, Versace, Chanel, Hermès, Balenciaga, Loewe, Saint Laurent, Burberry, Prada, Moncler, Fendi, Kenzo, Alexander McQueen, Bottega Veneta, ZEGNA, Givenchy, Loro Piana, Miu Miu, Berluti
Restaurants and lounges	392,929	19 %	Lei Garden, Ce La Vi, North, The Cheesecake Factory, Shake Shack, Haidilao, Tai Er Chinese Sauerkraut Fish
Multi-Brands	245,114	12 %	Duty Free Americas, The Atrium, DFS, Temptation
Jewelry	155,515	8 %	Bulgari, Cartier, Rolex, Tiffany & Co., Chaumet, Van Cleef & Arpels, Longines, Jaeger-LeCoultre, Breitling, Breguet, Chopard, PIAGET
Health and beauty	108,038	5 %	Sephora, Sa Sa, Chanel, Helena Rubinstein, SkinCeuticals, La Prairie, Dior
Fashion accessories and footwear	104,826	5 %	Rimowa, Oakley & Spectacle Hut, Charles & Keith, Tod's, Jimmy Choo, Roger Vivier, Christian Louboutin
Home furnishing and electronics	97,281	5 %	Apple, Zara Home, MUJI
Lifestyle, sports and entertainment	88,847	4 %	Manchester United, Adidas, Lululemon, Under Armour
Banks and services	57,214	3 %	Bank of China, ICBC, BR Aesthetic Medical Clinic
Arts and gifts	54,125	3 %	Emporio di Gondola, Pop Mart, Harry Potter: The Exhibition
Specialty foods	35,488	2 %	Godiva, Haagen Dazs, Jason's Deli, Venchi
Total	<u>2,059,111</u>	<u>100 %</u>	

Human Capital

Talent Management

We directly employ approximately 38,700 employees worldwide, including approximately 38,400 full-time employees, and hire additional temporary employees on an as-needed basis. Of our full-time employees, approximately 49% are female.

Our success depends in large part upon our ability to attract, retain, train, manage and motivate skilled managers and employees at our properties. Our strategy is to be the employer of choice by ensuring a thriving workforce built on integrity and opportunity and to support our employees' personal, professional and financial well-being. We strive to enhance our culture by creating a safe environment that consists of an inclusive and diverse workforce where all employees are treated fairly and equally and can excel in the performance of their duties. Some examples of key programs and initiatives we have implemented to attract, develop and retain our diverse workforce include:

- Competitive pay;
- Healthcare: medical/proscription, dental, vision, short-term disability, life and accidental death and disability insurance options at no premium cost; group healthcare insurance; and other support for both

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physical and mental health, such as a free Employee Assistance Program for employees and their household, which provides information regarding nutrition, disease management, stress reduction and injury prevention;

- Retirement benefits: all eligible employees are able to participate in retirement planning schemes, which may include contributions from the employer, as well as the employee;
- Diversity, Equity and Inclusion Program: through policies, procedures, hiring practices and support systems, we seek to promote diversity, equity and inclusion and integrate these values into our Company;
- Subsidized child care programs;
- On-site provision of meals for employees; and
- Training and development: through Sands Academy, our global training and development platform, we provide courses, learning tools, coaching opportunities and one-on-one consulting to help employees fulfill their potential, as well as provide tuition reimbursement.

Our employees are not covered by collective bargaining agreements. We believe we have good relations with our employees and any relevant union.

Commitment to Environmental Sustainability

We focus significant attention on minimizing our environmental impact with the goal of reducing the environmental footprint of our existing properties and offsetting the impact of new developments. Through Sands ECO360, we endeavor to adapt to emerging trends, support new technologies and foster environmental stewardship in the areas of building design and development, resort management and operations, and meetings, events and entertainment. The program is aligned with the United Nations Sustainable Development Goals and other key environmental standards in the areas of low carbon transition, water stewardship, waste, materials and resources and biodiversity.

Our Environmental, Social and Governance Report (the "Report") is available on our website and contains further information on our environmental sustainability performance, including data indices that reflect the reporting standards of the Global Reporting Initiative and the Sustainability Accounting Standards Board. The contents of the Report and our website are not intended to be incorporated by reference into this Annual Report on Form 10-K or in any other report or document we file or furnish with the SEC, and any reference to the Report and our website are intended to be inactive textual references only.

In addition to our internal initiatives, we have developed the Drop by Drop Project, a collaborative water stewardship initiative in conjunction with Clean the World Foundation. The Drop by Drop Project is designed to encourage sustainability in our local regions and reinvests capital from our water stewardship efforts into innovative water projects in Macao and Singapore.

Development Projects

We regularly evaluate opportunities to improve our product offerings, such as refreshing our meeting and convention facilities, suites and rooms, retail malls, restaurant and nightlife mix and our gaming areas, as well as other revenue generating additions to our Integrated Resorts.

Macao

Under the Concession (defined below) with the Macao government, Venetian Macau Limited ("VML," a subsidiary of Sands China Ltd.) is obligated to invest a total of 30.24 billion patacas (approximately \$3.76 billion at exchange rates in effect on December 31, 2023) by the year 2032. These investments are to be allocated to both capital and operational projects, including 27.80 billion patacas (approximately \$3.45 billion at exchange rates in effect on December 31, 2023) for a variety of non-gaming projects designed to enhance Macao's appeal to an international audience (the "Investment Plan").

The Concession requires us to increase our investment in non-gaming projects by up to 20% in the following year if Macao's annual market gross gaming revenue achieves or exceeds 180 billion patacas (approximately \$22.36 billion at exchange rates in effect on December 31, 2023). Macao's annual market gross gaming revenue amounted to 183.06 billion patacas (approximately \$22.74 billion at exchange rates in effect on December 31,

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2023). Consequently, we are required to invest, or cause to be invested, an additional 5.56 billion patacas (approximately \$691 million at exchange rates in effect on December 31, 2023) in non-gaming investment projects by December 2032.

Key areas of the investment are subject to the approval of the Macao government and include the following:

- **MICE Facility Expansion.** We plan to expand our convention sector capabilities by constructing a state-of-the-art MICE facility. This new venue, encompassing roughly 18,000 square meters, will adjoin our existing Venetian Macao exhibition center (the “Cotai Expo”). Our goal is to broaden our capacity for large-scale international events, which will be supported by enhanced organization and marketing strategies aimed at making Macao a preferred locale for global corporations’ major gatherings.
- **Tropical Garden Redevelopment.** Le Jardin, located on the southern flank of The Londoner Macao, is to undergo a transformation into a distinctive garden-themed attraction spanning approximately 50,000 square meters. Featuring an iconic conservatory and an array of themed green spaces, this development is intended to become a celebrated Macao landmark that offers a compelling, year-round experience for both tourists and local residents.
- **Entertainment.** Our Investment Plan includes a broadening of our entertainment and sporting event portfolio, which will include substantial upgrades to the Cotai Arena.

We have commenced works on Phase II of the Londoner Macao, which includes the renovation of the rooms in the Sheraton and Courad hotel towers, an upgrade of the gaming areas and the addition of new attractions, dining, retail and entertainment offerings. These projects have a total estimated cost of \$1.2 billion and are expected to be substantially completed in early 2025.

Singapore

In April 2019, the Company’s wholly owned subsidiary, Marina Bay Sands Pte. Ltd. (“MBS”) and the Singapore Tourism Board (the “STB”) entered into the Second Development Agreement pursuant to which MBS has agreed to construct a development, which will include a hotel tower with luxury rooms and suites, a rooftop attraction, convention and meeting facilities and a state-of-the-art live entertainment arena with approximately 15,000 seats.

The Second Development Agreement provides for a total minimum project cost of approximately SGD 4.5 billion (approximately \$3.4 billion at exchange rates in effect on December 31, 2023). The estimated cost and timing of the total project will be updated as we complete design and begin construction. We expect the total project cost will materially exceed the amounts referenced above from April 2019 based on current market conditions due to inflation, higher material and labor costs and other factors. We have incurred approximately \$1.09 billion as of December 31, 2023, inclusive of the payment made in 2019 for the lease of the parcels of land underlying the MBS Expansion Project site.

On March 22, 2023, MBS and the STB entered into a supplemental agreement (the “Supplemental Agreement”), which extended the construction commencement date to April 8, 2024 and the construction completion date to April 8, 2028, and allowed for changes to the construction and operation plans under the Second Development Agreement.

We amended our 2012 Singapore Credit Facility to provide for the financing of the development and construction costs, fees and other expenses related to the MBS Expansion Project pursuant to the Second Development Agreement. On September 7, 2021, we amended the 2012 Singapore Credit Facility, which, among other things, extended the deadline for delivering the construction cost estimate and the construction schedule for the MBS Expansion Project to March 31, 2022. As noted above, we are in the process of completing the design and reviewing the budget and timing of the MBS expansion due to various factors. As a result, the construction cost estimate and construction schedule were not delivered to the lenders by the extended deadline, and we will not be permitted to make further draws on the Singapore Delayed Draw Term Facility until these items are delivered. We do not anticipate material spend related to the MBS Expansion Project prior to the delivery of these items to lenders.

We are nearing completion of the renovation of Towers 1 and 2 of Marina Bay Sands. This renovation has introduced world class suites and other luxury amenities at a cost estimated at approximately \$1.0 billion upon

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completion. We also announced the next phase with the renovation of the Tower 3 hotel rooms into world class suites and other property changes at an estimated cost of approximately \$750 million with an expected completion date by 2025. These renovations at Marina Bay Sands are substantially upgrading the overall guest experience for our premium customers, including new dining and retail experiences, and upgrading the casino floor, among other things. These projects are in addition to the previously announced plans for the MBS Expansion Project.

New York

On June 2, 2023, we paid \$241 million to acquire Nassau Live Center, LLC and related entities (the "Nassau Coliseum"), the owners and operators of an entertainment arena in the State of New York. The purchase of the Nassau Coliseum, which continues to operate following the closing of the sale, primarily included the fixed assets related to the arena and the right to lease the underlying land from the owner, the County of Nassau in the State of New York.

In conjunction with this transaction, the seller assigned their lease of the land on which the related assets, including the Nassau Coliseum and other improvements, are affixed (the "Original Lease") to the Company. Immediately following this assignment, the Company entered into a new land lease agreement with the County of Nassau (the "County") in the State of New York, for the use and exclusive right to develop and operate assets on the land (the "New Lease"). On April 18, 2023, Hofstra University ("Hofstra") filed a petition against the Nassau County Planning Commission (the "Planning Commission") in the New York Supreme Court, County of Nassau, asserting, among other things, that certain meetings held by the Planning Commission concerning the New Lease and certain related transactions were not properly noticed and/or held, and that appropriate materials concerning the meetings were not made available to the public by the Planning Commission in connection with the meetings. On May 31, 2023, Hofstra filed an amended petition that, among other things, added additional respondents and sought to invalidate certain votes held by the County and the Nassau County Legislature. The Company is not a party to these proceedings.

In a decision and order dated November 9, 2023, the Court annulled various votes held by the Nassau County Legislature, annulled the New Lease and remitted the matter to the Planning Commission and the Nassau County Legislature to conduct a proper public hearing in accordance with all relevant statutes and rules, including the Nassau County Administrative Code and the Open Meetings law and for the issuance of a positive declaration pursuant to the New York State Environmental Quality Review Act and for the preparation of an Environmental Impact Statement (the "Procedural Steps"). On November 10, 2023, the respondents appealed the decision and order and on November 21, 2023, Hofstra cross-appealed. On December 13, 2023, the Appellate Division: Second Judicial Department denied respondents' motion to stay enforcement of the decision and order pending the appeal, but granted a calendar preference, indicating that the appeal will be calendared expeditiously after all briefs have been filed. With the invalidation of the New Lease noted above, the Company became the lessee in the Original Lease. On January 29, 2024, Hofstra filed a motion seeking a declaration that the Court's prior order included the annulment of Nassau County's consent and the putative assignment to the Company of the Original Lease. We are committed to working with Nassau County to ensure that the Procedural Steps are conducted; however, there can be no assurance as to the completion or positive outcome of the Procedural Steps or our ability to secure a new lease on terms that are favorable to us.

We purchased the Nassau Coliseum with the intent to obtain a casino license from the State of New York to develop and operate an Integrated Resort. In addition to the resolution of the matter noted above regarding the New Lease by the Planning Commission, there is no assurance we will be able to obtain a casino license from the State of New York.

Other

We continue to evaluate additional development projects in each of our markets and pursue new development opportunities globally.

Regulation and Licensing

Macao Concession

On December 16, 2022, the Macao government granted VML, SCL's wholly owned subsidiary, one of six concessions to operate casinos in Macao. VML entered into a concession agreement with the Macao government for

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the duration of ten years, beginning January 1, 2023 (the "Concession"). With the expiry of VML's subconcession on December 31, 2022, all of our casinos, gaming areas and respective supporting areas located in Sands Macao, The Venetian Macao, The Plaza Macao and Four Seasons Macao, The Londoner Macao and The Parisian Macao, with a total approximate area of approximately 136,000 square meters (representing approximately 4.7% of the total property area of these entities), reverted to and are now owned by the Macao government. Effective January 1, 2023, all these casinos and gaming areas, as well as respective supporting areas, have been temporarily transferred to VML for the duration of the Concession in return for annual payments of 750 patacas per square meter for the first three years and 2,500 patacas per square meter for the following seven years (approximately \$93 and \$311, respectively, at exchange rates in effect on December 31, 2023). These annual payments will be adjusted annually based on the Macao average price index for the preceding year. Under the Concession, we are obligated to operate casino games of chance in Macao. The Concession allows us to operate the casino and gaming areas located in the following properties: Sands Macao, The Venetian Macao, The Plaza Macao and the Four Seasons Macao, The Londoner Macao and The Parisian Macao. We are required to invest, or cause to be invested, at least 30.24 billion patacas (approximately \$3.76 billion at exchange rates in effect on December 31, 2023), including 27.80 billion patacas (approximately \$3.45 billion at exchange rates in effect on December 31, 2023) on non-gaming projects. As part of the investment, we are obligated to develop certain gaming and non-gaming investment projects by December 2032 and dedicate resources to, among others, the attraction of international visitors, conventions and exhibitions, entertainment shows, sporting events, culture and art, health and wellness, and themed attractions, as well as support Macao's position as a city of gastronomy and increase community and maritime tourism. The Concession requires us to increase our investment in non-gaming projects by up to 20% in the following year if Macao's annual market gross gaming revenue achieves or exceeds 180 billion patacas (approximately \$22.36 billion at exchange rates in effect on December 31, 2023). Macao's annual gross gaming revenue amounted to 183.06 billion patacas (approximately \$22.74 billion at exchange rates in effect on December 31, 2023) in 2023. Consequently, we are required to invest, or cause to be invested, an additional 5.56 billion patacas (approximately \$691 million at exchange rates in effect on December 31, 2023) in non-gaming investment projects by December 2032.

We are subject to licensing and control under applicable Macao law and are required to be licensed by the Macao gaming authorities to operate a casino. We must pay periodic and regular fees and taxes, and our gaming license is not transferable. We must periodically submit detailed financial and operating reports to the Macao gaming authorities and furnish any other information the Macao gaming authorities may require. No person may acquire any rights over the shares or assets of VML without first obtaining the approval of the Macao gaming authorities. Similarly, no person may operate the casino premises for which the use has been temporarily transferred to us, either through a management agreement or any other contract or through step in rights without first obtaining the approval of, and receiving a license from, the Macao gaming authorities. The transfer or creation of encumbrances over ownership of shares representing the share capital of VML or other rights relating to such shares, and any act involving the granting of voting rights or other stockholders' rights to persons other than the original owners, would require the approval of the Macao government and the subsequent report of such acts and transactions to the Macao gaming authorities.

Our Concession and the applicable Macao laws require, among other things: (i) approval of the Macao government for transfers of shares in VML, or of any rights over or inherent to such shares, including the grant of voting rights or other stockholder's rights to persons other than the original owners, as well as for the creation of any charge, lien or encumbrance on such shares; (ii) approval of the Macao government for transfers of shares, or of any rights over such shares, in any of our direct or indirect stockholders, provided that such shares or rights are directly or indirectly equivalent to an amount that is equal to or higher than 5% of VML's share capital; (iii) that the Macao government be given notice of the creation of any encumbrance or the grant of voting rights or other stockholder's rights to persons other than the original owners on shares in any of the direct or indirect stockholders in VML, provided that such shares or rights are equivalent to an amount that is equal to or higher than 5% of VML's share capital; (iv) that the Macao government be given notice of listing on a stock exchange by any indirect stockholders holding shares equal to or higher than 5% of VML's share capital; and (v) that the Macao government be given prior notice of any relevant financial decision exceeding 10% of the share capital of VML five days before that decision is taken. The requirements in provisions (ii) and (iii) above will not apply, however, to securities listed as tradable on a stock exchange. VML and any of its subsidiaries where VML is a dominant shareholder cannot be listed in any stock exchange.

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The Macao gaming authorities may investigate any individual who has a material relationship to, or material involvement with, us to determine whether our suitability and/or financial capacity is affected by this individual. LVSC and SCL shareholders with 5% or more of the share capital, directors and key employees must apply for and undergo a finding of suitability process and maintain due qualification during the Concession term, and accept the persistent and long-term inspection and supervision exercised by the Macao government. VML is required to notify the Macao government immediately should VML become aware of any fact that may be material to the appropriate qualification of any shareholder who owns 5% or more of the share capital, or any officer, director or key employee. Changes in licensed positions must be reported to the Macao gaming authorities, and in addition to their authority to deny an application for a finding of suitability or licensure, the Macao gaming authorities have jurisdiction to disapprove a change in corporate position. If the Macao gaming authorities were to find one of our officers, directors or key employees unsuitable for licensing, we would have to sever all relationships with that person. In addition, the Macao gaming authorities may require us to terminate the employment of any person who refuses to file appropriate applications.

Any person who fails or refuses to apply for a finding of suitability after being ordered to do so by the Macao gaming authorities may be found unsuitable. Any stockholder found unsuitable who holds, directly or indirectly, any beneficial ownership of the common stock of a company incorporated in Macao and registered with the Macao Companies and Moveable Assets Registrar (a "Macao registered corporation") beyond the period of time prescribed by the Macao gaming authorities may lose their rights to the shares. We will be subject to disciplinary action if, after we receive notice that a person is unsuitable to be a stockholder or to have any other relationship with us, we:

- pay that person any dividend or interest upon its shares;
- allow that person to exercise, directly or indirectly, any voting right conferred through shares held by that person;
- pay remuneration in any form to that person for services rendered or otherwise; or
- fail to pursue all lawful efforts to require that unsuitable person to relinquish its shares.

The Macao gaming authorities also have the authority to approve all persons owning or controlling the stock of any corporation holding a gaming license.

In addition, the Macao gaming authorities require prior approval for any loan or similar financing transaction above 100 million patacas (approximately \$12 million at exchange rates in effect on December 31, 2023) where VML is a borrower or a lender, or where it involves the creation of liens and encumbrances over VML's assets and restrictions on stock.

Macao gaming authorities also require to be given prior notice of any relevant financial decision five days before that decision is taken, including but not limited to internal movement of funds exceeding 50% of the share capital of VML, and any other decision exceeding 10% of the share capital of VML, namely labor-related decisions such as payment of salaries and employment benefits.

The Macao gaming authorities must give their prior approval to changes in control of VML through a merger, consolidation, stock or asset acquisition, management or consulting agreement or any act or conduct by any person whereby he or she obtains control. Entities seeking to acquire control of a Macao registered corporation must satisfy the Macao gaming authorities concerning a variety of stringent standards prior to assuming control. The Macao gaming authorities may also require controlling stockholders, officers, directors and other persons having a material relationship or involvement with the entity proposing to acquire control, to be investigated and licensed as part of the approval process of the transaction.

The Macao gaming authorities may consider some management opposition to corporate acquisitions, repurchases of voting securities and corporate defense tactics affecting Macao gaming licensees, and the Macao registered corporations affiliated with such operations, to be injurious to stable and productive corporate gaming.

The Concession requires the Macao gaming authorities' prior approval of any recapitalization plan proposed by VML's Board of Directors. The Chief Executive of Macao could also require VML to increase its share capital if he deemed it necessary.

The Concession also allows the Macao government to request various changes in the plans and specifications of our Macao properties and to make various other decisions and determinations that may be binding on us. For

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example, the Macao government has the right to require that we contribute additional capital to our Macao subsidiaries or that we provide certain deposits or other guarantees of performance in any amount determined by the Macao government to be necessary. VML is limited in its ability to raise additional capital by the need to first obtain the approval of the Macao gaming and governmental authorities before raising certain debt or equity.

The Concession requires VML to submit to the Macao government an annual execution proposal of the specific projects mentioned in the Concession's Investment Plan up to three months before the start of each calendar year, detailing each project it intends to execute, the proposed amount and the execution schedule for the relevant year. The annual execution proposal for the year 2023 was submitted on March 31, 2023. Within two months after submission of each annual execution proposal, the Macao government will decide on their approval, and may request adjustments to specific projects, to the investment amount and to the execution schedule. If any of our annual execution proposals or parts thereof are not approved, VML is obliged to propose allocating the relevant funds to other projects related with its activity, which are also subject to approval of the Macao government. Within three months after the end of each calendar year, VML is required to submit a report on the execution of the previous year's execution proposal. In addition, VML is subject to the supervision of the Macao government as regards the execution of development projects included in the Concession's Investment Plan, and VML must submit regular progress reports every two months, and may be requested to submit exceptional detailed reports whenever the normal progress of any development project is compromised.

If our Concession is terminated in the event of a default, the casinos and gaming-related equipment would be automatically transferred back to the Macao government without compensation to us and we would cease to generate any revenues from these operations. In many of these instances, the Concession does not provide a specific cure period within which any such events may be cured and, instead, we would rely on consultations and negotiations with the Macao government to give us an opportunity to remedy any such default.

Our Concession allows us to operate games of chance in casinos and gaming areas, but excludes the following gaming activities: mutual bets, lotteries, raffles, interactive gaming and games of chance or other gaming, betting or gambling activities on ships or planes. Our Concession is exclusively governed by Macao law. We are subject to the exclusive jurisdiction of the courts of Macao in case of any dispute or conflict relating to our Concession.

Our Concession expires on December 31, 2032. If our Concession is not extended or renewed, VML may be prohibited from conducting gaming operations in Macao, and we could cease to generate revenues from our gaming operations when our Concession expires. In addition, all casino premises and gaming-related equipment, which use has been temporarily transferred by the Macao government to VML, will be transferred back to the Macao government upon the expiry of our Concession, together with any gaming-related equipment we acquire during our Concession, without any compensation to us.

Under our Concession, we are obligated to pay to the Macao government an annual gaming premium with a fixed portion and a variable portion based on the number and type of gaming tables employed and gaming machines operated by us. The fixed portion of the premium is equal to 30 million patacas (approximately \$4 million at exchange rates in effect on December 31, 2023). The variable portion is equal to 300,000 patacas per gaming table reserved exclusively for certain kinds of games or players, 150,000 patacas per gaming table not so reserved and 1,000 patacas per electrical or mechanical gaming machine, including slot machines (approximately \$37,274, \$18,637 and \$124, respectively, at exchange rates in effect on December 31, 2023), subject to a minimum of 76 million patacas (approximately \$9 million at exchange rates in effect on December 31, 2023). We also have to pay a special gaming tax of 35% of gross gaming revenues and applicable withholding taxes. We are also obligated to pay a special annual gaming premium if the average of the gross gaming revenues of our gaming tables and our electrical or mechanical gaming machines, including slot machines, is lower than a certain minimum amount determined by the Macao government; such special premium being the difference between the special gaming tax based on the actual gross gaming revenues and that of the specified minimum amount. The minimum amount has been set by the Macao government at 7 million patacas per gaming table and 300,000 patacas per gaming machine (approximately \$1 million and \$37,274, respectively, at exchange rates in effect on December 31, 2023). Based on the maximum number of gaming tables and gaming machines we are currently authorized to operate, if the monthly special gaming taxes paid during the year aggregates to less than 4.50 billion patacas (approximately \$560 million at exchange rates in effect on December 31, 2023), we would be required to pay the difference as the special annual gaming premium. During the year ended December 31, 2023, we did not have to pay a special gaming premium.

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under the Concession requirements as the special gaming taxes were higher than the minimum threshold. We must also contribute 5% of our gross gaming revenue to utilities designated by the Macao government, a portion of which must be used for the promotion of tourism in Macao.

Currently, the gaming tax in Macao is calculated as a percentage of gross gaming revenue; however, gross gaming revenue does not include deductions for credit losses. As a result, if we extend credit to our customers in Macao and are unable to collect on the related receivables from them, we have to pay taxes on our winnings from these customers even though we were unable to collect on the related receivables. If the laws are not changed, our business in Macao may not be able to realize the full benefits of extending credit to our customers.

In August 2018, we received an exemption from Macao's corporate income tax on profits generated by the operation of casino games of chance for the period of January 1, 2019 through June 26, 2022, and in September 2022, this exemption was extended to December 31, 2022, the date our subconcession agreement expired. On February 5, 2024, the Macao government provided notice that VML and its peers would continue to receive this exemption for the period January 1, 2023 through December 31, 2027.

We entered into an agreement with the Macao government in April 2019, effective through June 26, 2022, providing for payments as a substitution for a 12% tax otherwise due from VML shareholders on dividend distributions paid from VML gaming profits, namely a payment of 38 million patacas (approximately \$5 million at exchange rates in effect on December 31, 2023) for 2021 and a payment of 18 million patacas (approximately \$2 million at exchange rates in effect on December 31, 2023) for the period between January 1, 2022 through June 26, 2022. We are in discussions with the Macao government regarding a similar agreement, which would commence effective as of January 1, 2023.

Development Agreement with Singapore Tourism Board

On August 23, 2006, MBS entered into a development agreement, as amended by a supplementary agreement on December 11, 2009 (the "Development Agreement"), with the STB to design, develop, construct and operate the Marina Bay Sands. The Development Agreement includes a concession for MBS to own and operate a casino within the Integrated Resort. In addition to the casino, the Integrated Resort includes, among other amenities, a hotel, a retail complex, a convention center and meeting room complex, a theater, restaurants and an art/science museum. MBS is one of two companies awarded a concession to operate a casino in Singapore. Under the request for proposals to develop an integrated resort at Marina Bay, Singapore, during an initial ten-year exclusive period (the "Exclusivity Period") only two licensees were granted the right to operate a casino in Singapore, which expired on February 28, 2017. This Exclusivity Period was subsequently extended to December 31, 2030, when the Second Development Agreement (see below) was entered into. In connection with entering into the Development Agreement, MBS entered into a 60-year lease with the STB for the parcels underlying the project site and entered into an agreement with the Land Transport Authority of Singapore for the provision of necessary infrastructure for rapid transit systems and road works within and/or outside the project site. During the Exclusivity Period, the Company, which is currently the 100% indirect shareholder of MBS, was required to be the single largest entity with direct or indirect controlling interest of at least 20% in MBS, unless otherwise approved by the GRA.

The term of the casino concession provided under the Development Agreement is for 30 years commencing from the date the Development Agreement was entered into, or August 23, 2006. In order to renew the casino concession, MBS must give notice to the STB and other relevant authorities in Singapore at least five years before its expiration in August 2036. The Singapore government may terminate the casino concession prior to its expiration in order to serve the best interests of the public, in which event fair compensation will be paid to MBS.

In April 2019, MBS and the STB entered into the Second Development Agreement pursuant to which MBS has agreed to construct a development, which will include a hotel tower with luxury rooms and suites, a rooftop attraction, convention and meeting facilities and a state-of-the-art live entertainment arena with approximately 15,000 seats. The Second Development Agreement provides for a total minimum project cost of approximately SGD 4.5 billion (approximately \$3.4 billion at exchange rates in effect on December 31, 2023). In connection with the Second Development Agreement, MBS entered into a lease with the STB for the parcels of land underlying the project (the "Land"). In April 2019 and in connection with the lease, MBS provided various governmental agencies in Singapore the required premiums, deposits, stamp duty, goods and services tax and other fees in an aggregate amount of approximately SGD 1.54 billion (approximately \$1.14 billion at exchange rates in effect at the time of the

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transaction). The estimated cost and timing of the total project will be updated as we complete design and begin construction. We expect the total project cost will materially exceed the amounts referenced above from April 2019 based on current market conditions due to inflation, higher material and labor costs and other factors. We have incurred approximately \$1.09 billion as of December 31, 2023, inclusive of the payment made in 2019 for the Land.

On March 29, 2022, we entered into a letter agreement with the STB to extend the construction commencement date for the MBS Expansion Project from April 8, 2022 to April 8, 2023. On March 22, 2023, MBS and the STB entered into the Supplemental Agreement, which further extended the construction commencement date to April 8, 2024 and the construction completion date to April 8, 2028, and allowed for changes to the construction and operation plans under the Second Development Agreement.

We amended our 2012 Singapore Credit Facility to provide for the financing of the development and construction costs, fees and other expenses related to the MBS Expansion Project pursuant to the Second Development Agreement. On September 7, 2021, we amended the 2012 Singapore Credit Facility, which, among other things, extended the deadline for delivering the construction cost estimate and the construction schedule for the MBS Expansion Project to March 31, 2022. As noted above, we are in the process of completing the design and reviewing the budget and timing of the MBS expansion due to various factors. As a result, the construction cost estimate and construction schedule were not delivered to the lenders by the extended deadline, and we will not be permitted to make further draws on the Singapore Delayed Draw Term Facility until these items are delivered. We do not anticipate material spend related to the MBS Expansion Project prior to the delivery of these items to lenders.

The Development Agreement contains, among other things, restrictions limiting the use of the leased land to the development and operation of the project, requirements that MBS obtain prior approval from the STB in order to subdivide the hotel and retail components of the project, prohibitions on any such subdivision during the Exclusivity Period and limitations on MBS' ability to assign the lease or sub-lease any portion of the land during the Exclusivity Period. In addition, the Development Agreement contains events of default, including, among other things, the failure of MBS to perform its obligations under the Development Agreement and events of bankruptcy or dissolution.

Employees whose job duties relate to the operations of the casino are required to be licensed by the relevant authorities in Singapore. MBS also must comply with comprehensive internal control standards or regulations concerning advertising; branch office operations; the location, floor plans and layout of the casino; casino operations including casino-related financial transactions and patron disputes, issuance of credit and collection of debt, relationships with and permitted payments to gaming promoters; security and surveillance; casino access by Singaporeans and non-Singaporeans; compliance functions and the prevention of money laundering; periodic standard and other reports to the GRA; and those relating to social controls including the exclusion of certain persons from the casino.

There is a goods and services tax of 7% imposed on gross gaming revenue, which, effective January 1, 2023, increased to 8%, and a casino tax imposed on the gross gaming revenue from the casino after reduction for the amount of goods and services tax. With effect from March 1, 2022, the casino tax rates of 5% for premium players and 15% for mass players were increased to 8% and 18% on gross gaming revenue up to SGD 2.4 billion and SGD 3.1 billion (approximately \$1.8 billion and \$2.3 billion at exchange rates in effect on December 31, 2023), respectively. On gross gaming revenue above the stated thresholds, the new casino tax rates are 12% for premium players and 22% for mass players. The bad debts written off from the extension of credit granted to gaming patrons is not deductible against gross gaming revenue when calculating the casino tax, but is deductible for the purposes of calculating the goods and services tax (subject to the prevailing law). MBS is permitted to extend casino credit to persons who are not Singapore citizens or permanent residents, but is not permitted to extend casino credit to Singapore citizens or permanent residents except to premium players.

The key constraint imposed on the casino under the Development Agreement is the total size of the gaming area, which must not be more than 15,000 square meters (approximately 161,000 square feet). The following are not counted towards the gaming area: back of house facilities, reception, restrooms, food and beverage areas, retail shops, stairs, escalators and lift lobbies leading to the gaming area, aesthetic and decorative displays, performance areas and major aisles. Under the Development Agreement, the casino located within Marina Bay Sands could not have more than 2,500 gaming machines (although this restriction has been modified by the Second Development

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Agreement as described below), but there is no limit on the number of tables for casino games permitted in the casino.

Under the Casino Control Act, as amended (the "Singapore Act"), a casino operator may be subject to a financial penalty, for each ground of disciplinary action which amounts to a serious breach, of a sum not exceeding 10% of the annual gross gaming revenue (as defined in the Singapore Act) of the casino operator for the financial year immediately preceding the date the financial penalty is imposed.

The Singapore Act also requires future applicants and/or renewals for a casino license to be a suitable person to develop, maintain and promote the Integrated Resort as a compelling tourist destination that meets prevailing market demand and industry standards and contributes to the tourism industry in Singapore. The Singapore government has established an evaluation panel that will assess applicants and report to the GRA on this aspect of the casino licensing requirements. Our casino license, which has a three-year term, is set to expire in April 2025.

The Second Development Agreement contains provisions relating to the construction of the MBS Expansion Project and associated deadlines for completion, levels of insurance and limitations on MBS' ability to assign the lease or sub-let any portion of the Land. In addition, the Second Development Agreement contains events of default, including, among other things, the failure of MBS to perform its obligations under the Second Development Agreement. The Second Development Agreement also contains, among other things, restrictions limiting the use of the Land to the development and operation of the MBS Expansion Project and requirements that MBS obtain the prior approval of the STB in order to subdivide the Land or any building thereon, which approval, if given, will be subject to such terms and conditions as may be determined by the STB.

The Second Development Agreement makes provision for certain benefits and entitlements conferred on MBS on specified terms and conditions. Among these, upon the achievement of certain milestones, MBS is entitled to make available an additional 1,000 gaming machines over and above its existing 2,500 gaming machines. On October 7, 2019, MBS was granted entitlement to make available 500 of these additional 1,000 gaming machines. In addition, under the Second Development Agreement, MBS is granted approval for the change of use of the area comprising the whole of the 55th floor of Marina Bay Sands' hotel tower 1, or such other areas as may be agreed within hotel tower 1, to be developed and used as part of Marina Bay Sands' casino; and MBS is granted an option to purchase an additional 2,000 square meters of casino gaming area at a price to be determined by the relevant Singapore government authority upon written request by MBS to exercise the option. In addition, the Second Development Agreement contemplates that for a period of not less than 10 years commencing no sooner than March 1, 2022, the rate of casino tax applicable to MBS will not exceed specified tiered rates; there shall not be more than two casino licenses in force under the Casino Control Act at any time prior to January 1, 2031; and for a period of five years from the date of the Second Development Agreement, the entry levy payable by a Singapore citizen or permanent resident for entry into the casino will not exceed SGD 150 for a 24-hour period and SGD 3,000 for a 12-month period. The Second Development Agreement also provides for MBS to be entitled to compensation by STB for any losses or damages suffered under certain conditions and events related to the above-described benefits and entitlements. The Second Development Agreement further provides MBS must maintain compliance with the material terms of the Second Development Agreement to obtain the above-described benefits and entitlements.

Doing Business in Macao, Hong Kong and Mainland China

We are a parent company with limited business operations of our own, and our main asset is the capital stock of our subsidiaries. A significant portion of our business operations are based in Macao and held by various Macao-incorporated indirect subsidiaries of SCL, our majority-owned subsidiary incorporated in Cayman Islands and listed in Hong Kong (collectively referred to as the "Macao Operations"). We also have subsidiaries incorporated in mainland China and Hong Kong that provide back-office support, such as information technology, accounting, hotel management and marketing services, which complement and support SCL's main back-office functions in Macao.

We face various legal and operational risks and uncertainties relating to having a majority of our operations based in Macao and held by various Macao-incorporated indirect subsidiaries of SCL. Substantially all of SCL's assets are located in Macao and substantially all of SCL's revenue is derived from Macao. Accordingly, our results of operations, financial position and prospects are subject to a significant degree to the economic, political and legal situation in Macao. From December 20, 1999, Macao became a Special Administrative Region of China when China resumed the exercise of sovereignty over Macao. The Basic Law of Macao provides that Macao will be

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governed under the principle of “one country, two systems” with its own separate government and legislature and that Macao will have a high degree of legislative, judicial and economic autonomy.

We also face risks and uncertainties associated with evolving Chinese laws and regulations, such as those associated with the extent to which the level of Chinese government involvement, control of capital inflows and outflows, control of foreign exchange and allocation of resources currently applicable within mainland China may become applicable to us and other risks and uncertainties as to whether and how recent Chinese government statements and regulatory developments, such as those relating to data and cyberspace security and anti-monopoly which, where applicable to us, could result in a material change in our operations and/or the value of our securities or could significantly limit or completely hinder our ability to offer or continue to offer securities to investors, cause the value of such securities to significantly decline or be worthless and affect our ability to list securities on a U.S. or other foreign exchange. If, in the future, there were to be a significant change in the manner in which the Chinese government exercises direct or indirect oversight, discretion or control over businesses operated in Macao, mainland China and Hong Kong, including the current interpretation and application of existing Chinese laws and regulations on how the Chinese government exercises direct or indirect oversight, discretion or control over businesses operated in Macao, mainland China and Hong Kong, it could potentially result in our Macao Operations being materially adversely affected and it could potentially adversely affect our results of operations, financial position and cash flows.

As advised by our PRC legal advisers, Haiwen & Partners, our Macao Operations are currently not required to obtain any permission or approval from the China Securities Regulatory Commission (“CSRC”), Cyberspace Administration of China (“CAC”) or any other mainland Chinese governmental authority to operate its business or to issue securities to foreign investors, other than those related to its two subsidiaries incorporated in mainland China that only provide back office support. We have received all requisite permissions and approvals for the back-office supporting functions located in mainland China, primarily being the standard business licenses issued by the relevant authorities in mainland China, and we have never been denied such permissions and approvals. If we do not receive or maintain such permissions or approvals in relation to such back-office support functions, we do not expect there will be any material adverse impact on our business, financial condition and results of operations. In the event that we have inadvertently concluded that such permissions or approvals are not required for our Macao Operations or if, in the future, applicable laws, regulations or interpretations were to change and require us to obtain such permissions or approvals, the failure to obtain such permissions or approvals could potentially result in penalties and other regulatory actions against us and may materially and adversely affect our business and results of operations.

In addition, on December 2, 2021, the SEC adopted final amendments implementing the disclosure and submission requirements under the Holding Foreign Companies Accountable Act (the “HFCA Act”), pursuant to which the SEC will identify a “Commission-Identified Issuer” if an issuer has filed an annual report containing an audit report issued by a registered public accounting firm that the Public Company Accounting Oversight Board (“PCAOB”) has determined it is unable to inspect or investigate completely because of a position taken by an authority in the foreign jurisdiction, and will then impose a trading prohibition on an issuer after it is identified as a Commission-Identified Issuer for three consecutive years. If, in the future, we were to be identified as a Commission-Identified Issuer and have a “non-inspection” year, there is no assurance that we will be able to take remedial measures in a timely manner. On December 29, 2022, the Accelerating Holding Foreign Companies Accountable Act was signed into law, which reduced the number of consecutive non-inspection years required for triggering the listing and trading prohibitions under the HFCA Act from three years to two years. On December 15, 2022, the PCAOB reported that it was able, in 2022, to inspect and investigate completely audit firms headquartered in mainland China and Hong Kong and that, as a result, the PCAOB voted to vacate previous determinations to the contrary. However, uncertainties remain whether the PCAOB can continue to make a determination in the future that it is able to inspect and investigate completely PCAOB-registered audit firms based in mainland China and Hong Kong.

See “Item 1A. — Risk Factors — Risks Related to Doing Business in China” for more detailed information.

Transfers of Cash to and from Our Non-U.S. Subsidiaries

We are primarily dependent upon our properties in Macao and Singapore. We are a parent company with limited business operations of our own, our main asset is the capital stock of our subsidiaries. We conduct most of our business operations through our direct and indirect subsidiaries. Accordingly, our primary sources of cash are

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royalties, dividends and distributions derived from the earnings and cash flow generated by our operating properties. Our subsidiaries' payments to us will be contingent upon their earnings and upon other business considerations, which may be impacted by various factors.

In addition, our Macao and Singapore credit facility agreements, under certain circumstances, may limit or prohibit certain payments of dividends or other distributions to us. We expect future debt instruments issued by our subsidiaries for the financing of future developments may contain similar restrictions.

Subject to applicable law, any future dividend payments will be made at the discretion of our Board of Directors, taking into account various factors such as our future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions and other factors. There can be no assurance that dividends will be paid in any particular amount, if at all, for any given period. In addition, our ability to pay dividends is reliant to some extent on the dividends received by SCL. In April 2020, we suspended our quarterly dividend program due to the impact of the COVID-19 pandemic and in August 2023 the dividend program was reinstated.

The ability of subsidiaries to make distributions to us depends on the earnings and cash flow generated from gaming operations and various other factors, including dividend requirements to third-party public stockholders in the case of funds being repatriated from SCL, compliance with certain local statutes, the laws and regulations currently and in the future applicable to our subsidiaries and restrictions in connection with their contractual arrangements. For example, our revenues in Macao are denominated in patacas, the legal currency of Macao, and in Hong Kong dollars. The Macao pataca is pegged to the Hong Kong dollar and, in many cases, is used interchangeably with the Hong Kong dollar in Macao. The Hong Kong dollar is pegged to the U.S. dollar. While currently there are no foreign exchange or capital control restrictions applicable to intercompany transactions between us and our Macao, Hong Kong and mainland China subsidiaries, we cannot assure you that this will continue to be the case in the future and that our ability to convert large amounts of patacas into U.S. dollars over a relatively short period will not be limited. In addition, the mainland Chinese government also imposes controls on the convertibility of the renminbi into foreign currencies and, in certain cases, the remittance of currency out of China by our subsidiaries incorporated in mainland China. If, in the future, foreign exchange or capital control restrictions were to be imposed and become applicable to us, such restrictions could potentially reduce the amounts that we would be able to receive from our Macao, Hong Kong and mainland China subsidiaries. Our non-U.S. subsidiaries, including those located in Singapore, Macao, Hong Kong and mainland China, held unrestricted cash and cash equivalents of \$2.20 billion and restricted cash of \$124 million as of December 31, 2023, of which approximately \$1.80 billion is available to be repatriated, either in the form of dividends or via intercompany loans or advances, to the U.S., subject to the abovementioned restrictions. We do not expect withholding taxes or other foreign income taxes to apply should these earnings be distributed in the form of dividends or otherwise.

Cash may be transferred between and among the Company and its subsidiaries through capital contributions, intercompany loans or advances, dividends, royalties and transfers of cash and other assets. The total net transfers to (from) the Company with SCL were \$100 million, \$(978) million and \$42 million and with Marina Bay Sands were \$937 million, \$74 million and \$37 million for the years ended December 31, 2023, 2022 and 2021, respectively.

Net transfers from its subsidiaries to SCL were \$1.86 billion for the year ended December 31, 2023 and net transfers from SCL to its subsidiaries were \$497 million and \$385 million for the years ended December 31, 2022 and 2021, respectively. During the years ended December 31, 2023, 2022 and 2021, SCL made interest payments to the holders of the SCL Senior Notes in the amount of \$346 million, \$310 million and \$352 million, respectively. There were no interim principal payments on the SCL Senior Notes.

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ITEM 1A. — RISK FACTORS

You should carefully consider the risk factors set forth below as well as the other information contained in this Annual Report on Form 10-K in connection with evaluating the Company. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also have a material adverse effect on our business, financial condition, results of operations and cash flows. Certain statements in "Risk Factors" are forward-looking statements. See "Item 7 — Management's Discussion and Analysis of Financial Condition and Results of Operations — Special Note Regarding Forward-Looking Statements."

Summary of Risk Factors

The following is a summary of the principal risks that could adversely affect our business, operations and financial results.

Risks Related to Our Business

- Our business is particularly sensitive to reductions in discretionary consumer and corporate spending as a result of downturns in the economy.
- Natural or man-made disasters, an outbreak of highly infectious or contagious disease, political instability, civil unrest, terrorist activity or war could materially adversely affect the number of visitors to our facilities and disrupt our operations.
- Our business is sensitive to the willingness of our customers to travel.
- We are subject to extensive regulations that govern our operations in any jurisdiction where we operate.
- Certain local gaming laws apply to our gaming activities and associations in jurisdictions where we operate or plan to operate.
- We depend primarily on our properties in two markets for all of our cash flow, and because we are a parent company our primary source of cash is and will be distributions from our subsidiaries.
- Our debt instruments, current debt service obligations and substantial indebtedness may restrict our current and future operations.
- We are subject to fluctuations in foreign currency exchange rates.
- We extend credit to a portion of our customers and we may not be able to collect gaming receivables from our credit players.
- Win rates for our gaming operations depend on a variety of factors, some beyond our control, and the winnings of our gaming customers could exceed our casino winnings.
- We face the risk of fraud and cheating.
- Our operations face significant competition, which may increase in the future.
- Our attempts to expand our business into new markets and new ventures, including through acquisitions or strategic transactions, may not be successful.
- Our loan receivable is subject to certain risks, which could materially adversely affect our financial position, results of operations and cash flows.

Risks Associated with Our International Operations

- There are significant risks associated with our current and planned construction projects.
- Our Macao Concession and Singapore development agreements and casino license can be terminated or redeemed under certain circumstances without compensation to us.
- The number of visitors to Macao, particularly visitors from mainland China, may decline or travel to Macao may be disrupted.

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- The Macao and Singapore governments could grant additional rights to conduct gaming in the future and increase competition we face.
- Conducting business in Macao and Singapore has certain political and economic risks.
- Our tax arrangements with the Macao government may not be available on terms favorable to us or at all.
- We are subject to limitations on the transfers of cash to and from our subsidiaries, limitations of the pataca exchange markets and restrictions on the export of the renminbi.
- VML may have financial and other obligations to foreign workers seconded to its contractors under government labor quotas.

Risks Related to Doing Business in China

- Our business, financial condition and results of operations and/or the value of our securities or our ability to offer or continue to offer securities to investors may be materially and adversely affected to the extent the laws and regulations of mainland China become applicable to our operations in Macao and Hong Kong or economic, political and legal developments in Macao adversely affect our Macao operations.
- Our securities may be prohibited from being traded in the U.S. securities market and our investors may be deprived of the benefits of such inspections or investigations if the PCAOB were not able to conduct full inspections or investigations of our auditor.

Risks Related to Stock Ownership and Stockholder Matters

- The interests of our principal stockholders in our business may be different from yours.
- Conflicts of interest may arise because certain of our directors and officers are also directors of SCL.

Human Capital Related Risk Factors

- We depend on the continued services of key officers.
- We compete for limited management and labor resources in Macao and Singapore, and policies of those governments may also affect our ability to employ imported managers or labor.
- Labor actions and other labor problems could negatively impact our operations.

General Risk Factors

- Failure to maintain the integrity of our information and information systems or comply with applicable privacy and cybersecurity requirements and regulations could harm our reputation and adversely affect our business.
- We may fail to establish and protect our IP rights and could be subject to claims of IP infringement.
- The licensing of our trademarks to third parties could result in reputational harm for us.
- Our insurance coverage may not be adequate to cover all possible losses that our properties could suffer and our insurance costs may increase in the future.
- We are subject to changes in tax laws and regulations.
- Because we own real property, we are subject to extensive environmental regulation.
- We are subject to risks from litigation, investigations, enforcement actions and other disputes.
- We could be negatively impacted by environmental, social and governance and sustainability matters.

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Risks Related to Our Business

Our business is particularly sensitive to reductions in discretionary consumer and corporate spending as a result of downturns in the economy.

Consumer demand for hotel/casino resorts, trade shows and conventions and for the type of luxury amenities we offer is particularly sensitive to downturns in the economy and the corresponding impact on discretionary spending. Changes in discretionary consumer spending or corporate spending on conventions and business travel could be driven by many factors, such as: perceived or actual general economic conditions; fear of exposure to a widespread health epidemic; any weaknesses in the job or housing market; credit market disruptions; high energy, fuel and food costs; the increased cost of travel; the potential for bank failures; perceived or actual disposable consumer income and wealth; fears of recession and changes in consumer confidence in the economy; or fear of war, political instability, civil unrest or future acts of terrorism. These factors could reduce consumer and corporate demand for the luxury amenities and leisure and business activities we offer, thus imposing additional limits on pricing and harming our operations.

Natural or man-made disasters, an outbreak of highly infectious or contagious disease, political instability, civil unrest, terrorist activity or war could materially adversely affect the number of visitors to our facilities and disrupt our operations.

So-called "Acts of God," such as typhoons and rainstorms, particularly in Macao, and other natural disasters, man-made disasters, outbreaks of highly infectious or contagious diseases, political instability, civil unrest, terrorist activity or war may result in decreases in travel to and from, and economic activity in, areas in which we operate, and may adversely affect the number of visitors to our properties. We also face potential risks associated with the physical effects of climate change, which may include more frequent or severe storms, typhoons, flooding, extreme or prolonged heat, rising sea levels and shortages of water. To the extent climate change causes additional changes in weather patterns, our properties along the coast in Macao could be subject to an increase in the number and severity of typhoons and coastal and river flooding could cause damage to these properties, and all our properties could be subject to increased precipitation levels and heat stress. Any of these events may disrupt our ability to staff our business adequately, could generally disrupt our operations, and could have a material adverse effect on our business, financial condition, results of operations and cash flows. Although we have insurance coverage with respect to some of these events, we cannot assure you any such coverage will provide any coverage or be sufficient to indemnify us fully against all direct and indirect costs, including any loss of business that could result from substantial damage to, or partial or complete destruction of, any of our properties.

Our business is sensitive to the willingness of our customers to travel.

We are dependent on the willingness of our customers to travel. Only a portion of our business is and will be generated by local residents. Most of our customers travel to reach our Macao and Singapore properties. Infectious diseases may severely disrupt domestic and international travel, which would result in a decrease in customer visits to Macao and Singapore, including our properties. Regional political events, acts of terrorism or civil unrest, including those resulting in travelers perceiving areas as unstable or an unwillingness of governments to grant visas, regional conflicts or an outbreak of hostilities or war could have a similar effect on domestic and international travel. Management cannot predict the extent to which disruptions from these types of events in air or other forms of travel would have on our business, financial condition, results of operations and cash flows.

We are subject to extensive regulations that govern our operations in any jurisdiction where we operate.

We are required to obtain and maintain licenses from various jurisdictions in order to operate certain aspects of our business, and we are subject to extensive background investigations and suitability standards in our gaming business. We also will become subject to regulation in any other jurisdiction where we choose to operate in the future. There can be no assurance we will be able to obtain new licenses or renew any of our existing licenses, or if such licenses are obtained, such licenses will not be conditioned, suspended or revoked; and the loss, denial or non-renewal of any of our licenses could have a material adverse effect on our business, financial condition, results of operations and cash flows. See "Item 1 — Business — Regulation and Licensing" for further description of regulations that govern our operations.

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We are subject to anti-corruption laws and regulations, such as the Foreign Corrupt Practices Act (the “FCPA”), which generally prohibits U.S. companies and their intermediaries from making improper payments to foreign officials for the purpose of obtaining or retaining business. Any violation of the FCPA could have a material adverse effect on our business, financial condition, results of operations and cash flows.

We also deal with significant amounts of cash in our operations and are subject to various reporting and anti-money laundering regulations in certain jurisdictions where we operate, including Singapore and Macao, as well as regulations set forth by the gaming authorities in the areas in which we operate. Any such laws and regulations could change or could be interpreted differently in the future, or new laws and regulations could be enacted. Any violation of anti-money laundering laws or regulations, or any accusations of money laundering or regulatory investigations into possible money laundering activities, by any of our properties, employees or customers could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Certain local gaming laws apply to our gaming activities and associations in jurisdictions where we operate or plan to operate.

We are required to comply with certain reporting requirements concerning our current and proposed gaming activities and associations, including in Macao, Singapore and other jurisdictions. The gaming authorities in jurisdictions where we operate or plan to operate, including in Macao and Singapore, exercise authority for purposes of assessing suitability in relation to our activities in other gaming jurisdictions where we do business. Any gaming laws and regulations that apply to us could change or could be interpreted differently in the future, or new laws and regulations could be enacted, and we may incur significant costs to comply, or may be unable to comply, with any new or modified gaming laws and regulations.

We depend primarily on our properties in two markets for all of our cash flow, and because we are a parent company our primary source of cash is and will be distributions from our subsidiaries.

We are primarily dependent upon our Asia properties for all of our cash. Given our operations are conducted primarily at properties in Macao and Singapore and a large portion of our planned development is in Macao and Singapore, we are subject to greater risk than if we were more diversified.

Additionally, because we are a parent company with limited business operations of our own, our main asset is the capital stock of our subsidiaries. We conduct most of our business operations through our direct and indirect subsidiaries. Accordingly, our primary sources of cash are dividends and distributions with respect to our ownership interests in our subsidiaries derived from the earnings and cash flow generated by our operating properties. Our subsidiaries' payments to us will be contingent upon their earnings and upon other business considerations, which may be impacted by the factors described above. For example, due to the impact of the COVID-19 pandemic, we suspended our quarterly dividend program between April 2020 and July 2023, resuming dividend payments in August 2023, and SCL suspended its dividend payments beginning in February 2020.

In addition, our Macao and Singapore credit agreements, under certain circumstances, may limit or prohibit certain payments of dividends or other distributions to us. We expect future debt instruments for the financing of future developments may contain similar restrictions.

Our debt instruments, current debt service obligations and substantial indebtedness may restrict our current and future operations.

Our current debt service obligations contain, or any future debt service obligations and instruments may contain, a number of restrictive covenants that impose significant operating and financial restrictions on us, including restrictions on our ability to:

- incur additional debt, including providing guarantees or credit support;
- incur liens securing indebtedness or other obligations;
- dispose of certain assets;
- make certain acquisitions;
- pay dividends or make distributions and make other restricted payments, such as purchasing equity interests, repurchasing junior indebtedness or making investments in third parties;

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- enter into sale and leaseback transactions;
- engage in any new businesses;
- issue preferred stock; and
- enter into transactions with our stockholders and our affiliates.

In addition, our Macao, Singapore and U.S. credit agreements contain various financial covenants. See “Item 8 — Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note 12 — Long-Term Debt” for further description of these covenants.

As of December 31, 2023, we had \$14.03 billion of long-term debt outstanding, net of original issue discount and deferred offering costs (excluding those costs related to our revolving facilities). This indebtedness could have important consequences to us. For example, it could:

- make it more difficult for us to satisfy our debt service obligations;
- increase our vulnerability to general adverse economic and industry conditions;
- impair our ability to obtain additional financing in the future for working capital needs, capital expenditures, development projects, acquisitions or general corporate purposes;
- require us to dedicate a significant portion of our cash flow from operations to the payment of principal and interest on our debt, which would reduce the funds available for our operations and development projects;
- limit our flexibility in planning for, or reacting to, changes in the business and the industry in which we operate;
- place us at a competitive disadvantage compared to our competitors that have less debt; and
- subject us to higher interest expense in the event of increases in interest rates.

Subject to applicable laws, including gaming laws, and certain agreed upon exceptions, our Singapore debt is secured by liens on substantially all of the assets of our Singapore operations.

Our ability to timely refinance and replace our indebtedness in the future will depend upon general economic and credit market conditions, potential approval required by local government regulators, adequate liquidity in the global credit markets, the particular circumstances of the gaming industry, and prevalent regulations and our cash flow and operations, in each case as evaluated at the time of such potential refinancing or replacement. We have a principal amount of \$1.90 billion, \$3.37 billion, \$3.54 billion, \$700 million and \$1.90 billion in long-term debt maturing during the years ending December 31, 2024, 2025, 2026, 2027 and 2028, respectively. If we are unable to refinance or generate sufficient cash flow from operations to repay our indebtedness on a timely basis, we might be forced to seek alternate forms of financing, dispose of certain assets or minimize capital expenditures and other investments, or not make dividend payments. There is no assurance any of these alternatives would be available to us, if at all, on satisfactory terms, on terms that would not be disadvantageous to us, or on terms that would not require us to breach the terms and conditions of our existing or future debt agreements.

We may attempt to arrange additional financing to fund the remainder of our planned, and any future, development projects. If we are required to raise additional capital in the future, our access to and cost of financing will depend on, among other things, global economic conditions, conditions in the global financing markets, the availability of sufficient amounts of financing, our prospects and our credit ratings. If our credit ratings were to be downgraded, or general market conditions were to ascribe higher risk to our rating levels, our industry, or us, our access to capital and the cost of any debt financing would be further negatively impacted. In addition, the terms of future debt agreements could require higher costs, include more restrictive covenants, or require incremental collateral, which may further restrict our business operations or be unavailable due to our covenant restrictions then in effect. There is no guarantee that debt financings will be available in the future to fund our obligations, or that they will be available on terms consistent with our expectations. Our current debt service obligations contain a number of restrictive covenants that impose significant operating and financial restrictions on us, and our Macao, Singapore and U.S. credit agreements contain various financial covenants.

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We are subject to fluctuations in foreign currency exchange rates.

We record transactions in the functional currencies of our reporting entities. Because our consolidated financial statements are presented in U.S. dollars, we translate revenues and expenses, as well as assets and liabilities, into U.S. dollars at exchange rates in effect during or at the end of each reporting period, which subjects us to foreign currency translation risks. The strengthening of the U.S. dollar against the functional currencies of our foreign operations could have an adverse effect on our U.S. dollar financial results.

We are a parent company whose primary source of cash is distributions from our subsidiaries. Fluctuations in the U.S. dollar/SGD exchange rate, the U.S. dollar/Macao pataca exchange rate and/or the U.S. dollar/Hong Kong Dollar ("HKD") exchange rate could have a material adverse effect on the amount of dividends and distributions from our Singapore and Macao operations.

We extend credit to a portion of our customers and we may not be able to collect gaming receivables from our credit players.

We conduct our gaming activities on a credit and cash basis. Any such credit we extend is unsecured. Table games players typically are extended more credit than slot players, and high-stakes players typically are extended more credit than players who tend to wager lesser amounts.

During the year ended December 31, 2023, approximately 10.6% and 11.9% of our table games drop at our Macao properties and Marina Bay Sands, respectively, was from credit-based wagering. We extend credit to those customers whose level of play and financial resources warrant, in the opinion of management, an extension of credit. These large receivables could have a significant impact on our results of operations if deemed uncollectible.

While gaming debts are evidenced by a credit instrument, including what is commonly referred to as a "marker," certain jurisdictions around the world, including jurisdictions our gaming customers may come from, may determine, or have determined, enforcement of gaming debts is against public policy. Although courts of some foreign nations will enforce gaming debts directly and the assets in the U.S. of foreign debtors may be reached to satisfy a judgment, judgments on gaming debts from courts in the U.S. and elsewhere are not binding in the courts of many foreign nations.

In particular, we expect our Macao operations will be able to enforce gaming debts only in a limited number of jurisdictions, including Macao. To the extent our Macao gaming customers are from other jurisdictions, our Macao operations may not have access to a forum in which it will be possible to collect all gaming receivables because, among other reasons, courts of many jurisdictions do not enforce gaming debts and our Macao operations may encounter forums that will refuse to enforce such debts. Moreover, under applicable law, our Macao operations remain obligated to pay taxes on uncollectible winnings from customers.

It is also possible our Singapore operations may not be able to collect gaming debts because, among other reasons, courts of certain jurisdictions do not enforce gaming debts. To the extent our Singapore gaming customers' assets are situated in such jurisdictions, our Singapore operations may not be able to take enforcement action against such assets to facilitate collection of gaming receivables.

Even where gaming debts are enforceable, they may not be collectible. Our inability to collect gaming debts could have a significant adverse effect on our results of operations and cash flows.

Win rates for our gaming operations depend on a variety of factors, some beyond our control, and the winnings of our gaming customers could exceed our casino winnings.

The gaming industry is characterized by an element of chance. In addition to the element of chance, win rates are also affected by other factors, including players' skill and experience, the mix of games played, the financial resources of players, the spread of table limits, the volume of bets played and the amount of time played. Our gaming profits are mainly derived from the difference between our casino winnings and the casino winnings of our gaming customers. Since there is an inherent element of chance in the gaming industry, we do not have full control over our winnings or the winnings of our gaming customers. If the winnings of our gaming customers exceed our winnings, we may record a loss from our gaming operations, which could have a material adverse effect on our financial condition, results of operations and cash flows.

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We face the risk of fraud and cheating.

Our gaming customers may attempt or commit fraud or cheat in order to increase winnings. Acts of fraud or cheating could involve the use of counterfeit chips or other tactics, possibly in collusion with our employees. Internal acts of cheating could also be conducted by employees through collusion with dealers, surveillance staff, floor managers or other casino or gaming area staff. Failure to discover such acts or schemes in a timely manner could result in losses in our gaming operations. In addition, negative publicity related to such schemes could have an adverse effect on our reputation, potentially causing a material adverse effect on our business, financial condition, results of operations and cash flows.

Our operations face significant competition, which may increase in the future.

The hotel, resort and casino businesses in Macao and Singapore are highly competitive. Our Macao properties compete with numerous other casinos located within Macao. Additional Macao facilities announced by our competitors and the increasing capacity of hotel rooms in Macao could add to the competitive dynamic of the market.

Our Macao and Singapore operations will also compete to some extent with casinos located elsewhere in Asia, including South Korea, Malaysia, Philippines, Australia, Cambodia and elsewhere in the world, including Las Vegas, as well as online gaming and cruise ships that offer gaming. Our operations also face increased competition from new developments in Malaysia, Australia and South Korea. In addition, certain countries have legalized, and others may in the future legalize, casino gaming, including Japan, Taiwan, Thailand and Vietnam.

The proliferation of gaming venues and gaming activities, such as online gaming, as well as renovations and expansions by our competitors, and their ability to attract customers away from our properties could have a material adverse effect on our financial condition, results of operations and cash flows.

Our attempts to expand our business into new markets and new ventures, including through acquisitions or strategic transactions, may not be successful.

We may opportunistically seek to expand our business through, among other things, expansion into new geographies or new ventures complementary to our current operations. These attempts to expand our business could increase the complexity of our business, require significant levels of investment and strain our management, personnel, operations and systems. In addition, our attempts to expand into new geographies could pose additional challenges given our limited operational experience in other jurisdictions. In order to facilitate such expansion, we may engage in strategic and complementary acquisitions and other transactions or investments involving other integrated resorts, hospitality or gaming brands, businesses, properties or other assets, either on our own or in partnership with others. These items are subject to challenges and risks that could affect our business, including: our incurrence of significant transaction costs in connection with a pending transaction or investment, regardless of whether it is completed; the restrictions on and obligations with respect to our business that may exist in connection with the pending transaction or investment; fluctuations in our market value, including the depreciation in our market value if the pending transaction or investment is not completed or the failure of the transaction or investment, even if completed, to increase our market value; and failure to integrate acquired businesses successfully or achieve the anticipated benefits or synergies of the transaction. As noted in "Development Projects - New York," there is litigation associated with the Procedural Steps for our right to lease the underlying land of the Nassau County Coliseum from the County of Nassau in the State of New York. The Company is not a party to the litigation, but there can be no assurance as to the completion or positive outcome of the Procedural Steps or our ability to secure a new lease on terms that are favorable to us. In addition, there is no assurance we will be able to obtain a casino license from the State of New York. There can be no assurance that our business expansion efforts will develop as anticipated or that we will succeed, and if we do not, we may be unable to recover our investments, which could adversely impact our business, financial condition and results of operations.

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Our loan receivable is subject to certain risks, which could materially adversely affect our financial position, results of operations and cash flows.

On February 23, 2022, in connection with closing of the sale of our Las Vegas real property and operations, including The Venetian Resort Las Vegas and the Sands Expo and Convention Center (the “Las Vegas Operations”), for an aggregate purchase price of approximately \$6.25 billion (the “Las Vegas Sale”), we entered into a seller financing loan agreement, which provides for a six-year senior secured term loan with a principal amount of \$1.19 billion as of December 31, 2023. While payments on the loan have been made, if this loan were to become impaired and could not be collected, our financial position, results of operations and cash flows could be materially adversely affected for the amount of uncollected, or deemed uncollectible, principal and interest.

Risks Associated with Our International Operations

There are significant risks associated with our current and planned construction projects.

Our development projects and any other construction projects we undertake will entail significant risks. Construction activity requires us to obtain qualified contractors and subcontractors, the availability of which may be uncertain. Construction projects are subject to cost overruns and delays caused by events outside of our control or, in certain cases, our contractors' control, such as shortages of materials or skilled labor, unforeseen engineering, environmental and/or geological problems, work stoppages, weather interference, unanticipated cost increases and unavailability of construction materials or equipment. Construction, equipment or staffing problems or difficulties in obtaining any of the requisite materials, licenses, permits, allocations and authorizations from governmental or regulatory authorities could increase the total cost, delay, jeopardize, prevent the construction or opening of our projects, or otherwise affect the design and features. As development and construction projects develop, we could also make decisions that result in increases to the expected costs and timelines for completion of our projects. Construction contractors or counterparties for our current projects may be required to bear certain cost overruns for which they are contractually liable, and if such counterparties are unable to meet their obligations, we may incur increased costs for such developments. For example, we are obligated to commence certain construction projects in Singapore under the Second Development Agreement by April 2024, which we do not expect to be able to timely commence. We are in discussions with the Singapore government on the duration of the timeline extension for commencement and completion of the expansion of Marina Bay Sands to fulfill our obligations under the Second Development Agreement. If such extension is not obtained, we will be in breach of our obligations under the Second Development Agreement. In addition, the number of ongoing projects and their locations throughout the world present unique challenges and risks to our management structure. If our management is unable to manage successfully our worldwide construction projects, it could have a material adverse effect on our financial condition, results of operations and cash flows.

The anticipated costs and completion dates for our current and planned projects are based on budgets, designs, development and construction documents and schedule estimates are prepared with the assistance of architects and other construction development consultants and are subject to change as the design, development and construction documents are finalized and as actual construction work is performed. A failure to complete our projects on budget or on schedule may have a material adverse effect on our financial condition, results of operations and cash flows.

Our Macao Concession and Singapore development agreements and casino license can be terminated or redeemed under certain circumstances without compensation to us.

The Macao government has the right to unilaterally terminate our Concession in the event of VML's serious non-compliance with its basic obligations under the Concession and applicable Macao laws. Upon termination of our Concession, the casinos and gaming-related equipment, for which use has been temporarily transferred by the Macao government to VML, would automatically be transferred back to the Macao government without compensation to us and we would cease to generate any revenues from these operations. The loss of our Concession would prohibit us from conducting gaming operations in Macao, which could have a material adverse effect on our business, financial condition, results of operations and cash flows. Additionally, beginning on January 1, 2029, the Macao government has the option to redeem the Concession by providing us at least one-year advance notice. In the event the Macao government exercises this redemption right, we are entitled to fair compensation or indemnity. However, the compensation paid may not be adequate to compensate us for the loss of future revenues.

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Under the casino regulatory framework in Singapore, our casino license may be terminated in the event of Marina Bay Sands' serious non-compliance with its obligations under the casino regulations or our casino license conditions, and the development agreements between Marina Bay Sands and the STB contain events of default that could permit the STB to terminate the agreement without compensation to us. If the development agreements are terminated, we could lose our right to operate the Marina Bay Sands and our investment in Marina Bay Sands could be lost. Additionally, under the terms of our development agreements with the STB, either or both the casino concession and the casino license may be terminated on public interest grounds, in which case, we are entitled to fair compensation. However, the compensation paid may not be adequate to compensate us for the loss of future revenues.

The number of visitors to Macao, particularly visitors from mainland China, may decline or travel to Macao may be disrupted.

Our VIP and mass market gaming customers typically come from nearby destinations in Asia, including mainland China, Hong Kong, South Korea and Japan. Increasingly, a significant number of gaming customers come to our casinos from mainland China. Slowdown in economic growth or changes of China's current restrictions on travel and currency movements have disrupted, and if such slowdown is continued and prolonged could further disrupt, the number of visitors from mainland China to our casinos in Macao as well as the amounts they are willing and able to spend while at our properties.

Policies and measures adopted from time to time by the Chinese government include restrictions imposed on exit visas granted to residents of mainland China for travel to Macao and Hong Kong. These policies and measures, if implemented, may have the effect of reducing the number of visitors to Macao from mainland China, which could adversely impact tourism and the gaming industry in Macao.

The Macao and Singapore governments could grant additional rights to conduct gaming in the future and increase competition we face.

We hold one of only six gaming concessions authorized by the Macao government to operate casino games of chance in Macao through December 31, 2032. We hold one of two licenses granted by the Singapore government to operate a casino in Singapore during an exclusive period expiring on December 31, 2030. If the Macao government were to allow additional gaming operators in Macao or the Singapore government were to license additional casinos, we would face additional competition, which could have a material adverse effect on our financial condition, results of operations and cash flows.

Conducting business in Macao and Singapore has certain political and economic risks.

Our business development plans, financial condition, results of operations and cash flows may be materially and adversely affected by significant political, social and economic developments in Macao and Singapore, and by changes in policies of the governments or changes in laws and regulations or their interpretations. Our operations in Macao and Singapore are also exposed to the risk of changes in laws and policies that govern operations of companies based in those countries. Jurisdictional tax laws and regulations may also be subject to amendment or different interpretation and implementation, thereby having an adverse effect on our profitability after tax. These changes may have a material adverse effect on our financial condition, results of operations and cash flows.

Current Macao and Singapore laws and regulations concerning gaming and gaming concessions and licenses are, for the most part, fairly recent and there is little precedent on the interpretation of these laws and regulations. We believe our organizational structure and operations are in compliance in all material respects with all applicable laws and regulations of Macao and Singapore. These laws and regulations are complex and a court or an administrative or regulatory body may in the future render an interpretation of these laws and regulations, or issue regulations, which differs from our interpretation and could have a material adverse effect on our financial condition, results of operations and cash flows.

In addition, our activities in Macao and Singapore are subject to administrative review and approval by various government agencies. We cannot assure you we will be able to obtain all necessary approvals, which may have a material adverse effect on our long-term business strategy and operations. Macao and Singapore laws permit redress to the courts with respect to administrative actions; however, such redress is largely untested in relation to gaming issues.

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The Macao government approved smoking control legislation, which prohibits smoking in casinos other than in certain enumerated areas. Such legislation may deter potential gaming customers who are smokers from frequenting casinos in jurisdictions with smoking bans such as Macao. Such laws and regulations could change or could be interpreted differently in the future. We cannot predict the future likelihood or outcome of similar legislation or referendums in other jurisdictions where we operate or the magnitude of any decrease in revenues as a result of such regulations, though any smoking ban could have an adverse effect on our business, financial condition, results of operations and cash flows.

Our tax arrangements with the Macao government may not be available on terms favorable to us or at all.

We have had the benefit of a corporate tax exemption in Macao, which exempts us from paying the 12% corporate income tax on profits generated by the operation of casino games, but does not apply to our non-gaming activities. We will continue to benefit from this tax exemption through December 31, 2027. Additionally, we entered into a shareholder dividend tax agreement with the Macao government in April 2019, effective through June 26, 2022, providing an annual payment as a substitution for a 12% tax otherwise due from VML shareholders on dividend distributions paid from VML gaming profits (the "Shareholder Dividend Tax Agreement"). We are in discussions for a new shareholder dividend tax agreement; however, there is no certainty this tax arrangement will be granted.

We are subject to limitations on the transfers of cash to and from our subsidiaries, limitations of the pataca exchange markets and restrictions on the export of the renminbi.

Our revenues in Macao are denominated in patacas, the legal currency of Macao, and Hong Kong dollars. The Macao pataca is pegged to the Hong Kong dollar and, in many cases, is used interchangeably with the Hong Kong dollar in Macao. Although currently permitted, we cannot assure you patacas will continue to be freely exchangeable into U.S. dollars. Also, our ability to convert large amounts of patacas into U.S. dollars over a relatively short period may be limited.

The ability of subsidiaries to make distributions to us depends on the earnings and cash flow generated from gaming operations and various other factors, including dividend requirements to third-party public stockholders in the case of funds being repatriated from SCL, compliance with certain local statutes, the laws and regulations currently and in the future applicable to our subsidiaries and restrictions in connection with their contractual arrangements. While currently there is no foreign exchange or capital control restriction applicable to transactions between us and our Singapore, Macao, Hong Kong and mainland China subsidiaries, we cannot assure you that this will continue to be the case in the future. In addition, the mainland Chinese government also imposes controls on the convertibility of the renminbi into foreign currencies and, in certain cases, the remittance of currency out of China by our subsidiaries incorporated in mainland China. If, in the future, foreign exchange or capital control restrictions were to be imposed and become applicable to us, such restrictions could potentially reduce the amounts that we would be able to receive from our Singapore, Macao, Hong Kong and mainland China subsidiaries. We do not expect withholding taxes or other foreign income taxes to apply should repatriated earnings be distributed in the form of dividends or otherwise.

We are currently prohibited from accepting wagers in renminbi, the legal currency of China. There are also restrictions on the remittance of the renminbi from mainland China and the amount of renminbi that can be converted into foreign currencies, including the pataca and Hong Kong dollar. Restrictions on the remittance of the renminbi from mainland China may impede the flow of gaming customers from mainland China to Macao, inhibit the growth of gaming in Macao and negatively impact our gaming operations. There is no assurance that incremental mainland Chinese regulations will not be promulgated in the future that have the effect of restricting or eliminating the remittance of renminbi from mainland China. Further, if any new mainland Chinese regulations are promulgated in the future that have the effect of permitting or restricting (as the case may be) the remittance of renminbi from mainland China, then such remittances will need to be made subject to the specific requirements or restrictions set out in such rules.

If restrictions are placed on the ability of our subsidiaries in Singapore, Macao, Hong Kong and mainland China to make distributions or declare dividends or limitations of the pataca exchange markets and restrictions on the export of the renminbi are realized, it could potentially adversely affect our results of operations, financial position and cash flows.

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VML may have financial and other obligations to foreign workers seconded to its contractors under government labor quotas.

The Macao government has granted VML quotas to permit it to hire foreign workers. VML has effectively seconded part of the foreign workers employed under these quotas to its contractors for the construction of our Cotai Strip projects. VML, however, remains ultimately liable for all employer obligations relating to these workers, including for payment of wages and taxes and compliance with labor and workers' compensation laws. VML requires each contractor to whom it has seconded these foreign workers to indemnify VML for any costs or liabilities VML incurs as a result of such contractor's failure to fulfill their obligations. VML's agreements with its contractors also contain provisions that permit it to retain some payments for up to one year after the contractors' complete work on the projects. We cannot assure you VML's contractors will fulfill their obligations to workers hired under the labor quotas or to VML under the indemnification agreements, or the amount of any indemnification payments received will be sufficient to pay for any obligations VML may owe to foreign workers seconded to contractors under VML's quotas. Until we make final payments to our contractors, we have offset rights to collect amounts they may owe us, including amounts owed under the indemnities relating to employer obligations. After we have made the final payments, it may be more difficult for us to enforce any unpaid indemnity obligations.

Risks Related to Doing Business in China

Our business, financial condition and results of operations and/or the value of our securities or our ability to offer or continue to offer securities to investors may be materially and adversely affected to the extent the laws and regulations of mainland China become applicable to our operations in Macao and Hong Kong or economic, political and legal developments in Macao adversely affect our Macao operations.

We are a parent company with limited business operations of our own, and our main asset is the capital stock of our subsidiaries. A significant portion of our business operations are based in Macao and held by various Macao-incorporated indirect subsidiaries of SCL, our majority-owned subsidiary incorporated in Cayman Islands and listed in Hong Kong (collectively referred to as the "Macao Operations"). We also have subsidiaries incorporated in mainland China and Hong Kong that provide back-office support, such as information technology, accounting, hotel management and marketing services, which complement and support SCL's main back-office functions in Macao.

We face various legal and operational risks and uncertainties relating to having a majority of our operations based in Macao and held by various Macao-incorporated indirect subsidiaries of SCL. Substantially all of SCL's assets are located in Macao and substantially all of SCL's revenue is derived from Macao. Accordingly, our results of operations, financial position and prospects are subject to a significant degree to the economic, political and legal situation in Macao. China's economy differs from the economies of most developed countries, including the structure of the economy, level of government involvement, level of development, growth rate, control of capital inflows and outflows, control of foreign exchange and allocation of resources.

Our operations face risks and uncertainties associated with evolving Chinese laws and regulations, such as those associated with the extent to which the level of Chinese government involvement, control of capital inflows and outflows, control of foreign exchange and allocation of resources currently applicable within mainland China may become applicable to us and other risks and uncertainties as to whether and how recent Chinese government statements and regulatory developments, such as those relating to data and cyberspace security and anti-monopoly, could result in a material change in our operations and/or the value of our securities or could significantly limit or completely hinder our ability to offer or continue to offer securities to investors, cause the value of such securities to significantly decline or be worthless and affect our ability to list securities on a U.S. or other foreign exchange. If, in the future, there were to be a significant change in the manner in which the Chinese government exercises direct or indirect oversight, discretion or control over businesses operated in Macao, mainland China and Hong Kong, including the current interpretation and application of existing Chinese laws and regulations on how the Chinese government exercises direct or indirect oversight, discretion or control over businesses operated in Macao, mainland China and Hong Kong, it could potentially result in our Macao Operations being materially adversely affected and it could potentially adversely affect our results of operations, financial position and cash flows. In addition, the Chinese government has recently adopted new rules to exert more oversight and control over offerings that are conducted overseas and/or foreign investment in China-based issuers.

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There may be risks and uncertainties associated with the evolving laws and regulations in China, including their interpretation and implementation with respect to the enforcement of laws, rules and regulations and the possibility of changes thereto with little advance notice. If, in the future, there were to be any significant governmental influence in the future on, or in relation to our business or operations, or significant control over offerings of our securities or foreign investment in China-based issuers, this could potentially significantly limit or completely hinder our ability to offer or continue to offer securities to investors, cause the value of our securities to significantly decline or be worthless and affect our ability to list securities on a U.S. or other foreign exchange. For example, on August 20, 2021, the Standing Committee of the National People's Congress ("SCNPC") promulgated the Personal Information Protection Law of the PRC ("PIPL"), which became effective on November 1, 2021. As the first systematic and comprehensive law specifically for the protection of personal information in the PRC, the PIPL provides extraterritorial effect on the personal information processing activities. Since our data processing activities outside mainland China from our Macao Operations relate to the offering of goods or services directed at natural persons in mainland China, our businesses from our Macao Operations operated outside mainland China are potentially subject to the requirements of PIPL. However, the implementation rules to the extraterritorial jurisdiction of the PIPL have not been finalized yet, and it remains unclear how the Chinese government will enforce such law. If the extraterritorial jurisdiction under the PIPL were to be extended to us, our Macao Operations would be subject to certain data privacy obligations, which could potentially result in a material change to our operations. These data privacy obligations would primarily include bearing the responsibility for our personal information processing activities, and adopting the necessary measures to safeguard the security of the personal information we process in compliance with the standards required under the PIPL, the failure of which may result in us being ordered to correct or suspend or terminate the provision of services, confiscation of illegal income, fines or other penalties. Specifically, if the PIPL were to become applicable to us, we would be required to (i) notify the individuals concerned of the processing of their personal information in detail and establish legal bases for such processing; (ii) improve internal data governance by implementing managerial and technical security measures and response plans for security incidents; (iii) designate a person in charge of personal information protection where we qualify as a "quantity processor" (to be defined by the CAC); (iv) establish a special agency or designate a representative within the territory of the PRC to be responsible for handling matters relating to personal information protection; (v) establish and make public the procedure for individuals to exercise their rights related to personal information; (vi) conduct an impact assessment on personal information protection before any high-risk processing activities; (vii) conclude an agreement with such vendor and supervise its processing where we entrust processing of personal information to any vendor; (viii) meet one of the conditions prescribed by the PIPL where we transfer personal information outside the territory of the PRC due to business or other needs. In addition, under the PIPL, where an overseas organization or individual engages in personal information processing activities that infringe upon the personal information rights and interests of PRC citizens or endangering the national security and public interests of the PRC, the CAC may include such organization or individual in the list of subjects to whom provision of personal information is restricted or prohibited, announce the same, and take measures such as restricting or prohibiting provision of personal information to such organization or individual. Moreover, if the recent Chinese regulatory actions on data security or other data-related laws and regulations were to become applicable to us in the future, we could become subject to certain cybersecurity and data privacy obligations, which could potentially result in a material change to our operations, and the failure to meet such obligations could result in penalties and other regulatory actions against us and may materially and adversely affect our business and results of operations.

Recent events also indicate greater oversight by the CAC over data security, particularly for companies with Chinese operations seeking to list on a foreign exchange. For example, the Measures for Cybersecurity Review ("Review Measures") issued by the CAC came into effect on February 15, 2022. The Review Measures provide that, in addition to critical information infrastructure operators ("CIIOs") that intend to purchase network products or services, online platform operators engaging in data processing activities that affect or may affect national security shall also be subject to cybersecurity review. The Review Measures require that an online platform operator which possesses the personal information of at least one million users must apply for a cybersecurity review by the CAC if it intends to be listed in foreign countries. The Review Measures do not provide for a definition of "online platform operator" and, therefore, we cannot assure you that our Macao Operations will not be deemed as an "online platform operator." However, as of the date of this report, our subsidiaries incorporated in mainland China do not have over one million users' personal information and do not anticipate that they will be collecting over one million users' personal information in the foreseeable future, and on that basis we believe we are not required to apply for

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cybersecurity review by the CAC, even if we are deemed as an “online platform operator.” The Review Measures are not enacted in accordance with the PIPL, so our obligation to apply for cybersecurity review will not change no matter whether the PIPL applies to us or not. Further, we have not received any notice from any authorities identifying any of our subsidiaries as a CIO or requiring them to undertake a cybersecurity review by the CAC. While we believe our subsidiaries are not required to apply for cybersecurity review, the Review Measures provide CAC and relevant authorities certain discretion to initiate cybersecurity review where any network product or service or any data handling activity is considered to affect or may affect national security, which may lead to uncertainties in relation to the Review Measures’ impact on our operations or the offering of our securities.

As advised by our PRC legal advisers, Haiwen & Partners, SCL is currently not required to obtain any permission or approval from the CSRC, CAC or any other mainland Chinese governmental authority to operate its business or to issue securities to foreign investors, other than those related to its two subsidiaries incorporated in mainland China that only provide back office support. SCL has received all requisite permissions and approvals for its back office supporting functions located in mainland China, primarily being the standard business licenses issued by the relevant authorities in mainland China, and it has never been denied such permissions and approvals. If SCL does not receive or maintain such permissions or approvals in relation to such back office support functions, we do not expect there will be any material adverse impact on the business, financial condition and results of our Macao Operations. However, in the event that we have inadvertently concluded that such permissions or approvals are not required or if, in the future, applicable laws, regulations or interpretations were to change and require SCL to obtain such permissions or approvals, the failure to obtain such permissions or approvals could potentially result in penalties and other regulatory actions against SCL and may materially and adversely affect our business and results of operations.

In addition, we face risks and uncertainties associated with evolving Chinese laws and regulations, such as those associated with the extent to which the level of Chinese government involvement, control of capital inflows and outflows, control of foreign exchange and allocation of resources currently applicable within mainland China may become applicable to us. A significant portion of our assets are located in Macao and a significant portion of our revenue is derived from Macao. Accordingly, our results of operations, financial position and prospects are subject to a significant degree to the economic, political and legal situation in Macao. From December 20, 1999, Macao became a Special Administrative Region of China when China resumed the exercise of sovereignty over Macao. The Basic Law of Macao provides that Macao will be governed under the principle of “one country, two systems” with its own separate government and legislature and that Macao will have a high degree of legislative, judicial and economic autonomy. However, there can be no assurance that economic, political and legal developments in Macao will not adversely affect our operations, or that there will not be a change in the manner in which regulatory oversight is conducted in Macao, if China were to apply such laws and regulations of mainland China to our operations in Macao and Hong Kong. If any such change were to occur, it could potentially adversely affect our results of operations, financial position and prospects. For example, currently in mainland China, the renminbi cannot be freely exchanged into any foreign currencies, and exchange and remittance of foreign currencies are subject to Chinese foreign exchange regulations. If, in the future, similar regulations were to become applicable to the exchange and remittance of patacas or other currencies in Macao, there could potentially be a material adverse effect on our business, financial condition, results of operations and cash flows.

Our securities may be prohibited from being traded in the U.S. securities market and our investors may be deprived of the benefits of such inspections or investigations if the PCAOB were not able to conduct full inspections or investigations of our auditor.

The Holding Foreign Companies Accountable Act was enacted in December 2020 (as further amended, the “HFCA Act”). The HFCA Act states that if the SEC determines that an issuer has filed audit reports issued by a registered public accounting firm that has not been subject to inspection by the PCAOB for three consecutive years, the SEC shall prohibit the securities of the issuer from being traded on a national securities exchange or in the over-the-counter trading market in the United States. On December 29, 2022, the Accelerating Holding Foreign Companies Accountable Act was signed into law, which reduced the number of consecutive non-inspection years required for triggering the listing and trading prohibitions under the HFCA Act from three years to two years.

Under the HFCA Act, the SEC will identify a “Commission-Identified Issuer” if an issuer has filed an annual report containing an audit report issued by a registered public accounting firm that the PCAOB has determined it is

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unable to inspect or investigate completely because of a position taken by an authority in the foreign jurisdiction, and will then impose a trading prohibition on an issuer after it is identified as a Commission-Identified Issuer for two consecutive years. If we were identified by the SEC as a Commission-Identified Issuer and have a “non-inspection” year, there is no assurance that we will be able to take remedial measures in a timely manner. On December 15, 2022, the PCAOB reported that it was able, in 2022, to inspect and investigate completely audit firms headquartered in mainland China and Hong Kong and that, as a result, the PCAOB voted to vacate previous determinations to the contrary. However, uncertainties remain whether the PCAOB can continue to make a determination in the future that it is able to inspect and investigate completely PCAOB-registered audit firms based in mainland China and Hong Kong.

There could be additional regulatory or legislative requirements or guidance that could impact us if, in the future, our auditor is not subject to PCAOB inspection. The SEC also may propose additional rules or guidance that could impact us if our auditor is not subject to PCAOB inspection. The implications of any additional regulation or guidance in addition to the requirements of the HFCA Act are uncertain, and such uncertainty could cause the market price of our securities to be materially and adversely affected.

Our auditor, Deloitte & Touche LLP, is headquartered in the United States and was not identified as a firm that the PCAOB is unable to inspect, pursuant to the HFCA Act. However, there is no assurance that future audit reports will be prepared by auditors able to be inspected by the PCAOB.

If the PCAOB is unable to conduct inspections or full investigations of our auditor, our securities could be prohibited from being traded in the U.S. securities market, including “over-the-counter,” if, in the future, we were to be identified as a Commission-Identified Issuer for two consecutive years. Such a prohibition could substantially impair your ability to sell or purchase our securities when you wish to do so, and the risk and uncertainty associated with a potential prohibition could have a negative impact on the price of our securities. Also, such a prohibition could significantly affect our ability to raise capital on acceptable terms, or at all, which may have a material adverse effect on our business, financial condition and prospects.

Inspections of other audit firms that the PCAOB has conducted outside China have identified deficiencies in those firms’ audit procedures and quality control procedures, which may be addressed as part of the inspection process to improve future audit quality. If the PCAOB were unable to conduct inspections or full investigations of our auditor, we and investors in our securities would be deprived of the benefits of such PCAOB inspections. In addition, the inability of the PCAOB to conduct inspections or full investigations of auditors would make it more difficult to evaluate the effectiveness of our independent registered public accounting firm’s audit procedures or quality control procedures as compared to auditors that are subject to the PCAOB inspections, which could cause investors and potential investors to lose confidence in the audit procedures and reported financial information and the quality of our financial statements.

Risks Related to Stock Ownership and Stockholder Matters

The interests of our principal stockholders in our business may be different from yours.

Dr. Adelson, her family members and trusts and other entities established for the benefit of Dr. Adelson’s family members (collectively our “Principal Stockholders”) beneficially owned approximately 51% of our outstanding common stock as of December 31, 2023. Accordingly, our Principal Stockholders exercise significant influence over our business policies and affairs, including the composition of our Board of Directors and any action requiring the approval of our stockholders, including the adoption of amendments to our articles of incorporation and the approval of a merger or sale of substantially all of our assets. The concentration of ownership may also delay, defer or even prevent a change in control of our company and may make some transactions more difficult or impossible without the support of our Principal Stockholders. The interests of our Principal Stockholders may differ from your interests.

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Conflicts of interest may arise because certain of our directors and officers are also directors of SCL.

In November 2009, our subsidiary, SCL, listed its ordinary shares on The Main Board of The Stock Exchange of Hong Kong Limited (the "SCL Offering"). We currently own 69.9% of the issued and outstanding ordinary shares of SCL. As a result of SCL having stockholders who are not affiliated with us, we and certain of our officers and directors who also serve as officers and/or directors of SCL may have conflicting fiduciary obligations to our stockholders and to the minority stockholders of SCL. Decisions that could have different implications for us and SCL, including contractual arrangements we have entered into or may in the future enter into with SCL, may give rise to the appearance of a potential conflict of interest.

Human Capital Related Risk Factors

We depend on the continued services of key officers.

Our ability to maintain our competitive position is dependent to a large degree on the services of our senior management team, including our Chairman and Chief Executive Officer, Mr. Robert G. Goldstein, and our President and Chief Operating Officer, Mr. Patrick Dumont. The loss of their services or the services of our other senior managers, or the inability to attract and retain additional senior management personnel could have a material adverse effect on our business.

We compete for limited management and labor resources in Macao and Singapore, and policies of those governments may also affect our ability to employ imported managers or labor.

Our success depends in large part upon our ability to attract, retain, train, manage and motivate skilled managers and employees at our properties. The Macao government requires we only hire Macao residents in our casinos for certain employee roles, including roles such as dealers. In addition, we are required in Macao to obtain visas and work permits for managers and employees we seek to employ from other countries. There is significant competition in Macao and Singapore for managers and employees with the skills required to perform the services we offer and competition for these individuals in Macao is likely to increase as other competitors expand their operations.

We may have to recruit managers and employees from other countries to adequately staff and manage our properties and certain Macao government policies affect our ability to hire non-resident managers and employees in certain job classifications. Despite our coordination with the Macao labor and immigration authorities to ensure our management and labor needs are satisfied, we may not be able to recruit and retain a sufficient number of qualified managers or employees for our operations or the Macao labor and immigration authorities may not grant us the necessary visas or work permits.

If we are unable to obtain, attract, retain and train skilled managers and employees, and obtain any required visas or work permits for our skilled managers and employees, our ability to adequately manage and staff our existing properties and planned development projects could be impaired, which could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Labor actions and other labor problems could negatively impact our operations.

From time to time, we have experienced attempts by labor organizations to organize certain of our non-union employees in the United States. Additionally, in the past, certain unions engaged in confrontational and obstructive tactics at some of our properties, including contacting potential customers, tenants and investors, objecting to various administrative approvals, social media campaigns and informational picketing, and these tactics may be utilized again by certain unions in the future. Although we believe we will be able to operate despite such tactics should they reoccur, no assurance can be given we will be able to do so or the failure to do so would not cause reputational damage and/or have a material adverse effect on our financial condition, results of operations and cash flows. Although no assurances can be given, if employees decide to be represented by labor unions, management does not believe such representation would have a material effect on our financial condition, results of operations and cash flows. We cannot provide any assurance we will not experience additional and successful union activity in the future. The impact of any union activity is undetermined and could have a material adverse effect on our business, financial condition, results of operations and cash flows.

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General Risk Factors

Failure to maintain the integrity of our information and information systems or comply with applicable privacy and cybersecurity requirements and regulations could harm our reputation and adversely affect our business.

Our business requires the collection and retention of large volumes of data and non-electronic information, including credit card numbers, dates of birth and other personal sensitive or financial information in various information systems we maintain and in those maintained by third parties with whom we contract and may share data. We also maintain internal information about our employees and information relating to our operations. The integrity and protection of that information are important to us. Our collection of such information is subject to extensive private and governmental regulation.

Privacy and cybersecurity laws and regulations are developing and changing frequently, and vary significantly by jurisdiction. We may incur significant costs in our efforts to comply with the various applicable privacy and cybersecurity laws and regulations as they emerge and change. Compliance with applicable privacy laws and regulations also may adversely impact our ability to market our products, properties, and services to our guests and patrons. Non-compliance by us, or potentially by third parties with which we share information, with any applicable privacy and cybersecurity law or regulation, including accidental loss, inadvertent disclosure, unauthorized access or dissemination, or breach of security may result in damage to our reputation and could subject us to fines, penalties, required corrective actions, lawsuits, payment of damages, or restrictions on our use or transfer of data. For example, in October 2023, our Marina Bay Sands property became aware of a data security incident involving third party unauthorized access to certain membership data relating to its loyalty program. The Personal Data Protection Commissioner of Singapore (“PDPC”) has commenced an investigation into the incident. We have cooperated with the PDPC in responding to its requests for information about the incident. Were the PDPC to make a finding of liability against us under Singapore’s data protection law, it could assess a financial penalty against us, require us to undertake further remediation measures, or require us to make future assurances about our remedial measures. There can be no assurance that this incident will not result in additional governmental investigation, litigation, fines or other liability.

We have experienced a sophisticated criminal cybersecurity attack in the past and in the future may experience with more frequency global cybersecurity and information security threats, which may range from uncoordinated individual attempts to sophisticated and targeted measures directed at us. There has been an increase in criminal cybersecurity attacks against companies, including companies in our industry, where customer and company information has been compromised and company data has been destroyed. Our information systems and records, including those we maintain with third-party service providers, may be subject to cyber-attacks and information security breaches. Cyber-attacks and information security breaches may include attempts to access information, computer malware such as viruses, denial of service, ransomware attacks that encrypt, exfiltrate or otherwise render data unusable or unavailable in an effort to extort money or other consideration as a condition to purportedly returning the data to a usable form, operator errors or misuse, or inadvertent releases of data or documents, and other forms of electronic and non-electronic information security breaches.

Our data security measures are reviewed periodically and we rely on proprietary and commercially available systems, software, tools, and monitoring to provide security for processing, transmission, and storage of customer and employee information. We also rely extensively on computer systems to process transactions, maintain information, and manage our businesses. Our third-party information system service providers and other third parties that share data with us pursuant to contractual agreements also face risks relating to cybersecurity and privacy, and we do not directly control any of such parties’ information security or privacy operations. For example, the systems currently used for the transmission and approval of payment card transactions, and the technology utilized in payment cards themselves, are determined and controlled by the payment card industry, not us. Our gaming operations rely heavily on technology services provided by third parties. In the event there is an interruption of these services to us, it may have an adverse effect on our operations and financial condition. Disruptions in the availability of our computer systems, or those of third parties we engage to provide gaming operating systems for the facilities we operate, through cybersecurity attacks or otherwise, could impact our ability to service our customers and adversely affect our sales and the results of operations.

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A significant theft, destruction, loss or fraudulent use of information maintained by us or by a third-party service provider could have an adverse effect on our reputation, cause a material disruption to our operations and management team and result in remediation expenses (including liability for stolen assets or information, repairing system damage and offering incentives to customers or business partners to maintain their relationships after an attack) and regulatory fines, penalties and corrective actions, or lawsuits by regulators, third-party service providers, third parties that share data with us pursuant to contractual agreements or people whose data is or may be impacted. Such theft, destruction, loss or fraudulent use could also result in litigation by stockholders, governmental agencies, customers or other third parties. Advances in computer software capabilities and encryption technology, new tools, and other developments, including continuously evolving attack methods that may exploit vulnerabilities based on these advances, may increase the risk of a security breach or other intrusion. In addition, we may incur increased cybersecurity and privacy protection costs that may include organizational changes, deploying additional personnel and protection technologies, training employees and engaging third-party experts and consultants. We may not have sufficient financial resources available to us relating to cybersecurity in the event of a major cybersecurity event. Additionally, our cybersecurity insurance program may be inadequate to cover all of our losses resulting from a breach or other cyber incident. Cyber risk insurance availability and pricing can fluctuate substantially and we cannot be certain that our current level of insurance will be available in the future on economically reasonable terms. Any of these events could interrupt our operations, adversely impact our reputation and brand and expose us to increased risks of governmental investigation, litigation, fines and other liability, any of which could have a material adverse effect on our business, financial condition, results of operations and cash flows. These risks could be heightened for acquired businesses or operationally segmented early-stage subsidiaries that may have a comparatively less mature cybersecurity program.

We may fail to establish and protect our IP rights and could be subject to claims of IP infringement.

We endeavor to establish, protect and enforce our intellectual property (“IP”), including our trademarks, copyrights, patents, domain names, trade secrets and other confidential and proprietary information. There can be no assurance, however, the steps we take to protect our IP will be sufficient. If a third party successfully challenges our trademarks, we could have difficulty maintaining exclusive rights. If a third party claims we have infringed, currently infringe or could in the future infringe upon its IP rights, we may need to cease use of such IP, defend our rights or take other steps. In addition, if third parties violate their obligations to us to maintain the confidentiality of our proprietary information or there is a security breach or lapse, or if third parties misappropriate or infringe upon our IP, our business may be affected. Our inability to adequately obtain, maintain or defend our IP rights for any reason could have a material adverse effect on our business, financial condition and results of operations.

The licensing of our trademarks to third parties could result in reputational harm for us.

The conduct of the Las Vegas Operations under the “Venetian” and “Palazzo” brands and certain other trademarks licensed to the Las Vegas Operations pursuant to the agreements effecting the Las Vegas Sale could result in reputational harm to certain of the businesses we are retaining that will continue to operate under such brands if the Las Vegas Operations does not continue to operate in accordance with our high standards and applicable laws as required under such agreements.

Our insurance coverage may not be adequate to cover all possible losses that our properties could suffer and our insurance costs may increase in the future.

We maintain comprehensive insurance programs for our properties in operation, as well as those in the course of construction, with coverage features and insured limits we believe are customary in their amount, breadth and scope. Market forces beyond our control may nonetheless limit the scope of the insurance coverage we can obtain or our ability to obtain coverage at reasonable rates. Certain types of losses, generally of a pandemic or catastrophic nature, such as infectious disease, earthquakes, hurricanes, floods or cyber-related losses, or certain other liabilities including terrorist activity, political unrest, geopolitical strife or actual or threatened war may be, or are, uninsurable or too expensive to justify obtaining insurance. As a result, we may not be successful in obtaining insurance without increases in cost or decreases in coverage levels. In addition, in the event of a substantial loss, the insurance coverage we carry may not be sufficient to pay the full market value or replacement cost of our lost investment or in some cases could result in certain losses being totally uninsured. As a result, we could lose some or all of the capital we have invested in a property, as well as the anticipated future revenue from the property, and we could remain obligated for debt or other financial obligations related to the property.

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Certain of our debt instruments and other material agreements require us to maintain a certain minimum level of insurance. Failure to satisfy these requirements could result in an event of default under these debt instruments or material agreements.

We are subject to changes in tax laws and regulations.

We are subject to taxation and regulation by various government agencies, primarily in Macao, Singapore and the U.S. (federal, state and local levels). Like most U.S. companies, our effective income tax rate reflects the fact that income earned and reinvested outside the U.S. is taxed at local rates, which are often lower than U.S. tax rates. From time to time, U.S. federal, state, local and foreign governments make substantive changes to income tax, indirect tax and gaming tax rules and the application of these rules, which could result in higher taxes than would be incurred under existing tax law or interpretation. In particular, government agencies may make changes that could reduce the profits we can effectively realize from our non-U.S. operations. For example, the Organization for Economic Co-operation and Development ("OECD") and its inclusive Framework of over 140 countries have agreed to enact a two-pillar solution to reform international tax rules to address the tax challenges arising from the digitalization of the economy as part of the Base Erosion and Profit Shifting ("BEPS") project. Pillar One will reallocate taxing rights to market jurisdictions on residual profits of multinational enterprises ("MNEs") with global turnover greater than 20 billion Euro ("EUR") and a profit margin above 10%. Pillar Two consists of interrelated rules which operate to impose a minimum tax rate of 15% calculated on a jurisdictional basis on MNEs with a global turnover of at least EUR 750 million. We will continue to monitor and evaluate the OECD BEPS project as the OECD releases additional guidance and the individual countries in which we operate implement legislation.

If changes in tax laws and regulations were to significantly increase the tax rates on gaming revenues or income, these changes could increase our tax expense and liability, and therefore, could have a material adverse effect on our financial condition, results of operations and cash flows.

Because we own real property, we are subject to extensive environmental regulation.

We have incurred and will continue to incur costs to comply with environmental requirements, such as those relating to discharges into the air, water and land, the handling, diversion or disposal of solid and hazardous waste and the cleanup of properties affected by hazardous substances. Under these and other environmental requirements, we may be required to investigate and clean up hazardous or toxic substances or chemical releases at our properties and may be held responsible to governmental entities or third parties, as an owner or operator, for property damage, personal injury and investigation and cleanup costs incurred by them in connection with any contamination. These laws typically impose cleanup responsibility and liability without regard to whether the owner or operator knew of or caused the presence of the contaminants. The costs of investigation, remediation or removal of those substances may be substantial, and the presence of those substances, or the failure to remediate a property properly, may impair our ability to use our properties. Additionally, changes in applicable laws or regulations that limit carbon dioxide and other greenhouse gas emissions, discourage the use of plastic materials or regulate recovery and/or disposal of certain waste streams and packaging materials due to environmental concerns may result in increased compliance costs, capital expenditures and other financial obligations.

We are subject to risks from litigation, investigations, enforcement actions and other disputes.

Our business is subject to various U.S. and international laws and regulations that could lead to enforcement actions, fines, civil or criminal penalties or the assertion of litigation claims and damages. In addition, improper conduct by our employees, agents or gaming promoters could damage our reputation and/or lead to litigation or legal proceedings that could result in civil or criminal penalties, including substantial monetary fines. In certain circumstances, it may not be economical to defend against such matters and/or our legal strategy may not ultimately result in us prevailing in a matter. The investigations, litigation and other disputes may also lead to additional scrutiny from regulators, which could lead to investigations relating to, and possibly negatively impact, our gaming licenses and our ability to bid successfully for new gaming market opportunities. We cannot predict the outcome of any pending or future proceedings and the impact they will have on our financial results, but any such impact may be material. While some of these claims are covered by insurance, we cannot be certain that all of them will be, which could have an adverse impact on our financial condition, results of operations and cash flows.

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We could be negatively impacted by environmental, social and governance and sustainability matters.

Governments, investors, customers, employees and other stakeholders are increasingly focusing on corporate environmental, social and governance (“ESG”) practices and disclosures, and expectations in this area are rapidly evolving and growing, and new ESG laws and regulations are expanding mandatory disclosure, reporting and diligence requirements. We have announced various ESG goals, commitments and initiatives, including with respect to climate change and other sustainability matters, our economic and social impact and human capital management. Our ability to achieve these goals is subject to numerous risks that may be outside of our control, and the criteria by which our ESG practices are assessed may change due to the evolution of the sustainability landscape, which could result in greater expectations of us and cause us to undertake costly initiatives to satisfy such new criteria. Our failure or perceived failure to achieve our ESG goals or maintain ESG practices that meet evolving stakeholder expectations and expanding legal requirements could harm our reputation, adversely impact our business, financial condition, results of operations, ability to attract and retain employees or customers and expose us to increased scrutiny from the investment community and enforcement authorities. If we are unable to satisfy such new criteria, stakeholders may conclude our policies and/or actions with respect to ESG matters are inadequate and our reputation, business, financial condition and results of operations could be adversely impacted.

ITEM 1B. — UNRESOLVED STAFF COMMENTS

None.

ITEM 1C. — CYBERSECURITY

We, together with our third-party vendors, employ information technology including networks, systems, and applications to support our business processes and decision-making across the Company. Our information technology is connected to support the flow of information across our business processes. As such, our information technology infrastructure is susceptible to cybersecurity threats.

We maintain detailed technology and cybersecurity programs to manage information security risk within the Company. We rely on both proprietary and commercially available systems, software, and tools to protect and monitor the processing, transmission, and storage of company data and both customer and team member information. The objectives of our programs are to:

- protect the confidentiality, integrity, and availability of data,
- protect against anticipated threats,
- protect against unauthorized access to our information technology systems,
- safeguard assets, and
- maintain resiliency and recovery plans regarding Company informational technology.

To meet these objectives and oversee the programs, we employ a Chief Information Security Officer (“CISO”). The CISO has over 27 years of cybersecurity experience, 25 years of cybersecurity leadership experience, an MBA in Information Systems, a Master of Science degree in operational analysis, a bachelor’s degree in operations research and holds a Cyber Risk Oversight Certificate from the National Association of Corporate Directors and is a Certified Information Systems Security Professional (“CISSP”). The CISO works closely with the head of information technology and the data privacy officer to collectively manage our global cybersecurity, information technology and data privacy programs.

Our cybersecurity programs are informed by or aligned to the ISO/IEC 27001 security framework, an internationally recognized standard. As part of our programs, we assess our third-party vendors for relevant risks which may impact the Company.

We also engage third-party providers to perform periodic risk-based assessments of our cybersecurity programs, and also leverage our internal audit department, supported by third-party technical experts, to conduct periodic risk-based audits of our cybersecurity programs.

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Our Enterprise Risk Management (“ERM”) process, which is governed by an ERM Committee, includes a review of our cybersecurity programs. The ERM Committee, which is led by our executive vice president and chief financial officer, meets regularly, and receives updates from the CISO on emerging risks, recent cyber risk events, and any priority risks relating to cybersecurity. We also have a Cyber & Privacy Steering (“CPS”) Committee, which meets regularly and is comprised of senior management, serving as a multi-disciplinary group for coordinating and overseeing the management of the cybersecurity and privacy programs.

The Audit Committee of the Board of Directors has oversight responsibility for ERM, including the cybersecurity programs. The CISO provides regular updates on cyber security to the Audit Committee, including on the cybersecurity aspects noted by the ERM Committee and CPS Committee, and regularly meets with the Audit Committee in executive session. The presentations highlight the state of our cybersecurity and data security programs, as well as our progress on key initiatives in this area.

To date, the Company has not experienced a cybersecurity threat or incident that has materially affected or is reasonably likely to materially affect the Company. The Company, however, has experienced and expects to continue to experience cyber incidents of varying degrees. See “Item 1A. — Risk Factors — Failure to maintain the integrity of our information and information systems or comply with applicable privacy and cybersecurity requirements and regulations could harm our reputation and adversely affect our business.” for more detailed information on cybersecurity risks and the potential impacts.

ITEM 2. — PROPERTIES

We have received concessions from the Macao government to build on a six-acre land site for the Sands Macao and the sites on which The Venetian Macao, The Plaza Macao and Four Seasons Macao, The Londoner Macao and The Parisian Macao are located. We do not own these land sites in Macao; however, the land concessions grant us exclusive use of the land. Land concessions in Macao generally have an initial term of 25 years with automatic extensions of 10 years thereafter in accordance with Macao law. As specified in the land concessions, we are required to pay premiums, which are either payable in a single lump sum upon acceptance of our land concessions by the Macao government or in seven semi-annual installments, as well as annual rent for the term of the land concession, which may be revised every five years by the Macao government. In October 2008, the Macao government amended our land concession to separate the retail and hotel portions of The Plaza Macao and Four Seasons Macao parcel and allowed us to subdivide the parcel into four separate components, consisting of retail; hotel/casino; an apart-hotel tower; and parking areas. In consideration for the amendment, we paid an additional land premium of approximately \$18 million and will pay adjusted annual rent over the remaining term of the concession, which increased slightly due to the revised allocation of parcel use. With the expiry of VML’s subconcession on December 31, 2022, all of our casinos, gaming areas and respective supporting areas located in the Sands Macao, The Venetian Macao, The Plaza Macao and Four Seasons Macao, The Londoner Macao and The Parisian Macao, with a total area of approximately 136,000 square meters (representing approximately 4.7% of the total property area of these entities), reverted to and are now owned by the Macao government. Effective January 1, 2023, all these casinos and gaming areas, as well as respective supporting areas, have been temporarily transferred to us for the duration of the Concession in return for annual payments of 750 patacas per square meter for the first three years and 2,500 patacas per square meter for the following seven years (approximately \$93 and \$311, respectively, at exchange rates in effect on December 31, 2023). These compensation amounts will be adjusted annually based on the Macao average price index for the preceding year.

Under the Development Agreement with the STB, we paid SGD 1.20 billion (approximately \$756 million at exchange rates in effect at the time of the transaction) in premium payments for the 60-year lease of the land on which the Marina Bay Sands is located. In connection with the Second Development Agreement with the STB, we paid \$963 million in premium payments for the lease of the parcels of land underlying the proposed MBS Expansion Project site, which will be effective until August 21, 2066.

ITEM 3. — LEGAL PROCEEDINGS

For a discussion of legal proceedings, see “Part II — Item 8 — Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note 17 — Commitments and Contingencies — Litigation.”

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ITEM 4. — MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. — MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information

The Company's common stock trades on the NYSE under the symbol "LVS." As of January 31, 2024, there were 753,621,428 shares of our common stock outstanding that were held by 290 stockholders of record.

Preferred Stock

We are authorized to issue up to 50,000,000 shares of preferred stock. Our Board of Directors is authorized, subject to limitations prescribed by Nevada law and our articles of incorporation, to determine the terms and conditions of the preferred stock, including whether the shares of preferred stock will be issued in one or more series, the number of shares to be included in each series and the powers, designations, preferences and rights of the shares. Our Board of Directors also is authorized to designate any qualifications, limitations or restrictions on the shares without any further vote or action by the stockholders. The issuance of preferred stock may have the effect of delaying, deferring or preventing a change in control of our Company and may adversely affect the voting and other rights of the holders of our common stock, which could have an adverse impact on the market price of our common stock.

Dividends

Our ability to declare and pay dividends on our common stock is subject to the requirements of Nevada law. In addition, we are a parent company with limited business operations of our own. Accordingly, our primary sources of cash are dividends and distributions with respect to our ownership interest in our subsidiaries derived from the earnings and cash flow generated by our operating properties.

Our subsidiaries' long-term debt arrangements place restrictions on their ability to pay cash dividends to the Company. This may restrict our ability to pay cash dividends other than from cash on hand. See "Item 7 — Management's Discussion and Analysis of Financial Condition and Results of Operations — Restrictions on Distributions" and "Item 8 — Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note 12 — Long-Term Debt."

Common Stock Dividends

In April 2020, we suspended our quarterly dividend program due to the impact of the COVID-19 pandemic and in August 2023, the dividend program was reinstated.

In January 2024, our Board of Directors declared a quarterly dividend of \$0.20 per common share (a total estimated to be approximately \$151 million) to be paid on February 14, 2024, to stockholders of record on February 6, 2024. We expect this level of dividend to continue quarterly through the remainder of 2024. Our Board of Directors will continue to assess the level of appropriateness of any cash dividends.

Recent Sales of Unregistered Securities

There have not been any sales by the Company of equity securities in the last three fiscal years that have not been registered under the Securities Act of 1933.

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Purchases of Equity Securities by the Issuer

The following table provides information about share repurchases we made of our common stock during the quarter ended December 31, 2023:

Period	Total Number of Shares Purchased	Weighted Average Price Paid Per Share ⁽¹⁾	Total Number of Shares Purchased as Part of a Publicly Announced Program	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Program (in millions) ⁽²⁾
October 1, 2023 — October 31, 2023	3,154,380	\$ 47.44	3,154,380	\$ 1,850
November 1, 2023 — November 30, 2023	7,967,117	\$ 44.60	7,967,117	\$ 1,495
December 1, 2023 — December 31, 2023	—	\$ —	—	\$ 1,495

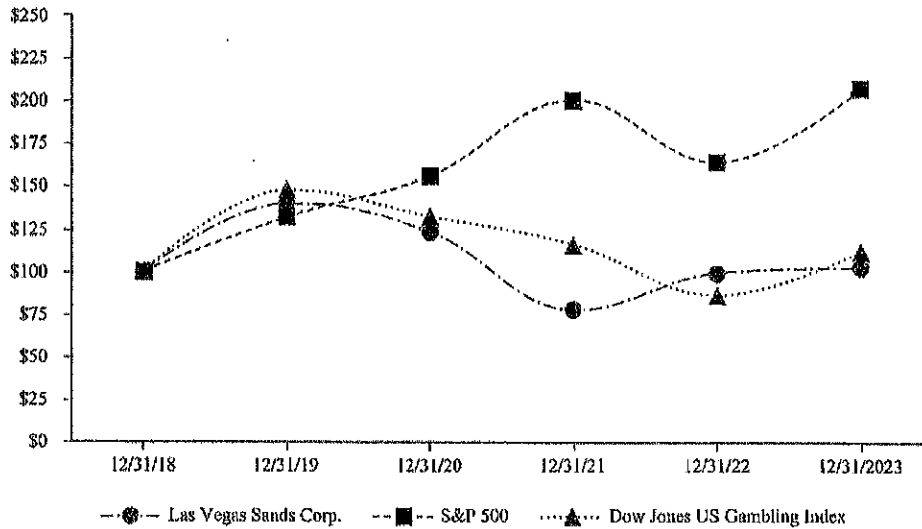
(1) Calculated excluding commissions.

(2) In November 2016, our Board of Directors authorized the repurchase of \$1.56 billion of our outstanding common stock, which was to expire in November 2018. In June 2018, our Board of Directors authorized increasing the remaining repurchase amount of \$1.11 billion to \$2.50 billion of our outstanding common stock, and extending the expiration date to November 2020. In October 2020, our Board of Directors authorized the extension of the expiration date of the remaining repurchase amount of \$916 million to November 2022, and in October 2022, our Board of Directors authorized the further extension of the expiration date of the remaining repurchase amount of \$916 million to November 2024. On October 16, 2023, our Board of Directors authorized increasing the remaining share repurchase amount of \$916 million to \$2.0 billion and extending the expiration date from November 2024 to November 3, 2025. All repurchases under the stock repurchase program are made from time to time at our discretion in accordance with applicable federal securities laws. All share repurchases of our common stock have been recorded as treasury shares.

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Performance Graph

The following performance graph compares the performance of our common stock with the performance of the Standard & Poor's 500 Index and the Dow Jones US Gambling Index, during the five years ended December 31, 2023. The graph plots the changes in value of an initial \$100 investment over the indicated time period, assuming all dividends are reinvested. The stock price performance in this graph is not necessarily indicative of future stock price performance.



	12/31/2018	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2023
Las Vegas Sands Corp.	\$ 100.00	\$ 139.44	\$ 122.70	\$ 77.49	\$ 98.96	\$ 102.07
S&P 500	\$ 100.00	\$ 131.49	\$ 155.68	\$ 200.37	\$ 164.08	\$ 207.21
Dow Jones US Gambling Index	\$ 100.00	\$ 147.56	\$ 132.30	\$ 115.34	\$ 86.00	\$ 112.08

The performance graph should not be deemed filed or incorporated by reference into any other Company filing under the Securities Act of 1933 or the Exchange Act of 1934, except to the extent the Company specifically incorporates the performance graph by reference therein.

ITEM 6. — [RESERVED]

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ITEM 7. — MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with, and is qualified in its entirety by, the audited consolidated financial statements and the notes thereto, and other financial information included in this Form 10-K. Certain statements in this "Management's Discussion and Analysis of Financial Condition and Results of Operations" are forward-looking statements. See "Special Note Regarding Forward-Looking Statements."

Overview

We view each of our Integrated Resorts as an operating segment. Our operating segments in Macao consist of The Venetian Macao; The Londoner Macao; The Parisian Macao; The Plaza Macao and Four Seasons Macao; and the Sands Macao. Our operating segment in Singapore is Marina Bay Sands.

During 2023, we achieved milestones in advancing several of our strategic objectives. We acquired the Nassau Coliseum, which included the right to lease the underlying land, with the intent to obtain a casino license from the State of New York to develop and operate an Integrated Resort. There is no assurance we will be able to obtain such casino license. We commenced work on Phase II of The Londoner Macao, which includes the renovation of the rooms in the Sheraton and Conrad hotel towers, an upgrade of the gaming areas and the addition of new attractions, dining, retail and entertainment offerings. We are nearing completion of renovations in Tower 1 and Tower 2 to provide world-class suites and other luxury amenities at Marina Bay Sands and announced the next phase with the renovation of the Tower 3 hotel rooms into world class suites and other property changes. We welcomed the return to normal operating conditions at our Macao operations with the relaxation of various COVID-19 restrictions beginning in late December 2022.

Macao

From 2020 through the beginning of 2023, our operations in Macao were negatively impacted by the reduction in travel and tourism related to the COVID-19 pandemic. The Macao government's policy regarding the management of COVID-19 and general travel restrictions was relaxed in late December 2022 and early January 2023. Since then, visitation to our Macao Integrated Resorts and operations has improved.

The Macao government announced total visitation from mainland China to Macao increased approximately 273.1% and decreased approximately 31.8%, during the year ended December 31, 2023, as compared to the same period in 2022 and 2019 (pre-pandemic), respectively. The Macao government also announced gross gaming revenue increased approximately 333.8% and decreased approximately 37.4%, during the year ended December 31, 2023, as compared to 2022 and 2019, respectively.

Singapore

From 2020 through early 2022, our operations in Singapore were negatively impacted by the reduction in travel and tourism related to the COVID-19 pandemic. However, the Vaccinated Travel Framework ("VTF"), launched in April 2022, facilitated the resumption of travel and had a positive impact on operations at Marina Bay Sands. During February 2023, all remaining COVID-19 border measures were lifted. Airflit passenger movement has increased with a total of 59 million passengers having passed through Singapore's Changi Airport from January through December 2023, an increase of 83% and a decrease of 14% compared to 2022 and 2019, respectively.

Visitation to Marina Bay Sands continues to improve since the travel restrictions have been lifted. The STB announced total visitation to Singapore increased from approximately 6.3 million in 2022 to 13.6 million for the year ended December 31, 2023, while visitation decreased 28.8% when compared to the same period in 2019.

Summary

We have a strong balance sheet and sufficient liquidity in place, including total unrestricted cash and cash equivalents of \$5.11 billion and access to \$1.50 billion, \$2.49 billion and \$446 million of available borrowing capacity from our LVSC Revolving Facility, 2018 SCL Revolving Facility and the 2012 Singapore Revolving Facility, respectively, as of December 31, 2023. We believe we are able to support continuing operations and complete the major construction projects that are underway.

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Key Operating Revenue Measurements

Operating revenues at The Venetian Macao, The Londoner Macao, The Parisian Macao, The Plaza Macao and Four Seasons Macao and Marina Bay Sands are dependent upon the volume of customers who stay at the hotel, which affects the price charged for hotel rooms and our gaming volume. Operating revenues at Sands Macao are principally driven by casino customers who visit the property on a daily basis.

Management utilizes the following volume and pricing measures in order to evaluate past performance and assist in forecasting future revenues. The various volume measurements indicate our ability to attract customers to our Integrated Resorts. In casino operations, win and hold percentages indicate the amount of revenue to be expected based on volume. In hotel operations, average daily rate and revenue per available room indicate the demand for rooms and our ability to capture that demand. In mall operations, base rent per square foot indicates our ability to attract and maintain profitable tenants for our leasable space.

The following are the key measurements we use to evaluate operating revenues:

Casino revenue measurements for Macao and Singapore: Macao and Singapore table games are segregated into two groups: Rolling Chip play (composed of VIP players) and Non-Rolling Chip play (mostly non-VIP players). The volume measurement for Rolling Chip play is non-negotiable gaming chips wagered and lost. The volume measurement for Non-Rolling Chip play is table games drop ("drop"), which is net markers issued (credit instruments), cash deposited in the table drop boxes and gaming chips purchased and exchanged at the cage. Rolling Chip and Non-Rolling Chip volume measurements are not comparable as they are two distinct measures of volume. The amounts wagered and lost for Rolling Chip play are substantially higher than the amounts dropped for Non-Rolling Chip play. Slot handle, also a volume measurement, is the gross amount wagered for the period cited.

We view Rolling Chip win as a percentage of Rolling Chip volume, Non-Rolling Chip win as a percentage of drop and slot hold (amount won by the casino) as a percentage of slot handle. Win or hold percentage represents the percentage of Rolling Chip volume, Non-Rolling Chip drop or slot handle that is won by the casino and recorded as casino revenue. Our win and hold percentages are calculated before discounts, commissions, deferring revenue associated with our loyalty programs and allocating casino revenues related to goods and services provided to patrons on a complimentary basis. Our Rolling Chip win percentage is expected to be 3.30% in Macao and Singapore. Actual win percentage may vary from our expected win percentage and historical win and hold percentages. Generally, slot machine play is conducted on a cash basis. In Macao and Singapore, 10.6% and 11.9%, respectively, of our table games play was conducted on a credit basis for the year ended December 31, 2023.

Hotel revenue measurements: Performance indicators used are occupancy rate (a volume indicator), which is the average percentage of available hotel rooms occupied during a period, and average daily room rate ("ADR," a price indicator), which is the average price of occupied rooms per day. Available rooms exclude those rooms unavailable for occupancy during the period due to renovation, development or other requirements (such as government mandated closure, lodging for team members and usage by the Macao government for quarantine measures). The calculations of the occupancy rate and ADR include the impact of rooms provided on a complimentary basis. Revenue per available room ("RevPAR") represents a summary of hotel ADR and occupancy. Because not all available rooms are occupied, ADR is normally higher than RevPAR. Reserved rooms where the guests do not show up for their stay and lose their deposit, or where guests check out early, may be re-sold to walk-in guests.

Mall revenue measurements: Occupancy, base rent per square foot and tenant sales per square foot are used as performance indicators. Occupancy represents gross leasable occupied area ("GLOA") divided by gross leasable area ("GLA") at the end of the reporting period. GLOA is the sum of: (1) tenant occupied space under lease and (2) tenants no longer occupying space, but paying rent. GLA does not include space currently under development or not on the market for lease. Base rent per square foot is the weighted average base or minimum rent charge, excluding rent concessions, in effect at the end of the reporting period for all tenants that would qualify to be included in occupancy. Tenant sales per square foot is the sum of reported comparable sales for the trailing 12 months divided by the comparable square footage for the same period. Only tenants that have been open for a minimum of 12 months are included in the tenant sales per square foot calculation.

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Year Ended December 31, 2023 Compared to the Year Ended December 31, 2022

Summary Financial Results

We continued to see positive financial results for the year ended December 31, 2023, due to the lift of COVID-19 restrictions in Macao beginning in late December 2022 and the elimination of most pandemic-related restrictions in Singapore in April 2022. Macao visitation from mainland China increased 273.1% compared to the year ended December 31, 2022 due to relaxed general travel restrictions. Singapore visitation increased 115.8% as compared to the year ended December 31, 2022 due to the elimination of all remaining pandemic restrictions in February 2023 and an 83% increase in airlift passenger movement compared to the year ended December 31, 2022.

Net revenues for the year ended December 31, 2023 were \$10.37 billion, compared to \$4.11 billion for the year ended December 31, 2022. Operating income was \$2.31 billion for the year ended December 31, 2023, compared to an operating loss of \$792 million for the year ended December 31, 2022. Net income from continuing operations was \$1.43 billion for the year ended December 31, 2023, compared to a net loss of \$1.54 billion for the year ended December 31, 2022.

Operating Revenues

Our net revenues consisted of the following:

	Year Ended December 31,		Percent Change
	2023	2022	
	(Dollars in millions)		
Casino	\$ 7,522	\$ 2,627	186.3 %
Rooms	1,204	469	156.7 %
Food and beverage	584	301	94.0 %
Mall	767	580	32.2 %
Convention, retail and other	295	133	121.8 %
Total net revenues	<u>\$ 10,372</u>	<u>\$ 4,110</u>	152.4 %

Consolidated net revenues were \$10.37 billion for the year ended December 31, 2023, an increase of \$6.26 billion compared to \$4.11 billion for the year ended December 31, 2022, primarily driven by an increase of \$4.93 billion at our Macao operations. The increase at our Macao operations was due to increased visitation as COVID-19 restrictions were lifted in Macao and the surrounding region in late December 2022 and early January 2023. In addition, an increase of \$1.33 billion at Marina Bay Sands was primarily due to increased visitation from the reopening of borders and elimination of all remaining pandemic-related restrictions in February 2023 and an increase in airlift passenger movement in 2023.

Net casino revenues increased \$4.90 billion compared to the year ended December 31, 2022. The increase was driven by a \$3.89 billion increase at our Macao operations due to increased visitation across our properties resulting in increased table games and slot volumes, partially offset by a decrease in table games win percentages. Casino revenues at Marina Bay Sands increased by \$1.0 billion due to increased table games and slot volumes, partially offset by a decrease in slot hold percentage. The lift of COVID-19 restrictions in Macao beginning in late December 2022 and elimination of restrictions in Singapore in February 2023 and an increase in airlift passenger movement in 2023 led to increased visitation and table games and slot volumes.

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The following table summarizes the results of our casino activity:

	Year Ended December 31,		
	2023	2022	Change
	(Dollars in millions)		
Macao Operations:			
<i>The Venetian Macao</i>			
Total casino revenues	\$ 2,151	\$ 438	391.1 %
Non-Rolling Chip drop	\$ 8,711	\$ 1,751	397.5 %
Non-Rolling Chip win percentage	24.2 %	25.7 %	(1.5)pts
Rolling Chip volume	\$ 4,546	\$ 1,295	251.0 %
Rolling Chip win percentage	4.44 %	3.77 %	0.67 pts
Slot handle	\$ 5,066	\$ 1,132	347.5 %
Slot hold percentage	4.3 %	3.9 %	0.4 pts
<i>The Londoner Macao</i>			
Total casino revenues	\$ 1,283	\$ 194	561.3 %
Non-Rolling Chip drop	\$ 5,842	\$ 896	552.0 %
Non-Rolling Chip win percentage	21.3 %	21.7 %	(0.4)pts
Rolling Chip volume	\$ 7,336	\$ 936	683.8 %
Rolling Chip win percentage	2.99 %	5.03 %	(2.04)pts
Slot handle	\$ 5,290	\$ 671	688.4 %
Slot hold percentage	4.0 %	3.4 %	0.6 pts
<i>The Parisian Macao</i>			
Total casino revenues	\$ 655	\$ 116	464.7 %
Non-Rolling Chip drop	\$ 2,926	\$ 454	544.5 %
Non-Rolling Chip win percentage	21.4 %	24.9 %	(3.5)pts
Rolling Chip volume	\$ 968	\$ 283	242.0 %
Rolling Chip win percentage	7.14 %	7.66 %	(0.52)pts
Slot handle	\$ 2,528	\$ 305	728.9 %
Slot hold percentage	3.9 %	3.8 %	0.1 pts
<i>The Plaza Macao and Four Seasons Macao</i>			
Total casino revenues	\$ 462	\$ 146	216.4 %
Non-Rolling Chip drop	\$ 2,244	\$ 551	307.3 %
Non-Rolling Chip win percentage	23.6 %	23.8 %	(0.2)pts
Rolling Chip volume	\$ 6,860	\$ 1,452	372.5 %
Rolling Chip win percentage	2.27 %	4.48 %	(2.21)pts
Slot handle	\$ 85	\$ 21	304.8 %
Slot hold percentage	5.9 %	9.4 %	(3.5)pts
<i>Sands Macao</i>			
Total casino revenues	\$ 290	\$ 53	447.2 %
Non-Rolling Chip drop	\$ 1,575	\$ 237	564.6 %
Non-Rolling Chip win percentage	17.1 %	17.9 %	(0.8)pts
Rolling Chip volume	\$ 108	\$ 192	(43.8) %
Rolling Chip win percentage	6.11 %	4.16 %	1.95 pts
Slot handle	\$ 1,851	\$ 409	352.6 %
Slot hold percentage	3.1 %	3.2 %	(0.1)pts

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	Year Ended December 31,		
	2023	2022	Change
	(Dollars in millions)		
Singapore Operations:			
<i>Marina Bay Sands</i>			
Total casino revenues	\$ 2,681	\$ 1,680	59.6 %
Non-Rolling Chip drop	\$ 7,367	\$ 4,640	58.8 %
Non-Rolling Chip win percentage	18.4 %	18.6 %	(0.2)pts
Rolling Chip volume	\$ 28,477	\$ 21,223	34.2 %
Rolling Chip win percentage	3.78 %	2.92 %	0.86 pts
Slot handle	\$ 24,151	\$ 16,547	46.0 %
Slot hold percentage	3.8 %	4.3 %	(0.5)pts

In our experience, average win percentages remain fairly consistent when measured over extended periods of time with a significant volume of wagers, but can vary considerably within shorter time periods as a result of the statistical variances associated with games of chance in which large amounts are wagered.

Room revenues increased \$735 million compared to the year ended December 31, 2022. The increase was due to increases of \$577 million and \$158 million at our Macao operations and Marina Bay Sands, respectively. Macao room revenue increased as a result of increased occupancy rates and ADR, driven by increased visitation as pandemic-related restrictions were lifted beginning in December 2022, and the grand opening of The Londoner Macao in May 2023. Marina Bay Sands room revenues increased as a result of increased occupancy rates and ADR due to the elimination of all remaining pandemic-related restrictions in February 2023 and increased airlift passenger movement in Singapore in 2023. Our room revenues were also impacted by the disruption of the renovation associated with the introduction of new and elevated suites and rooms and other amenities throughout 2023.

The following table summarizes the results of our room activity:

	Year Ended December 31,		
	2023	2022	Change
	(Room revenues in millions)		
Macao Operations:			
<i>The Venetian Macao</i>			
Total room revenues	\$ 191	\$ 55	247.3 %
Occupancy rate	94.5 %	41.7 %	52.8 pts
Average daily room rate (ADR)	\$ 208	\$ 143	45.5 %
Revenue per available room (RevPAR)	\$ 196	\$ 60	226.7 %
<i>The Londoner Macao</i>			
Total room revenues	\$ 324	\$ 61	431.1 %
Occupancy rate	80.4 %	26.9 %	53.5 pts
Average daily room rate (ADR)	\$ 196	\$ 155	26.5 %
Revenue per available room (RevPAR)	\$ 158	\$ 42	276.2 %
<i>The Parisian Macao</i>			
Total room revenues	\$ 135	\$ 33	309.1 %
Occupancy rate	93.0 %	37.9 %	55.1 pts
Average daily room rate (ADR)	\$ 158	\$ 110	43.6 %
Revenue per available room (RevPAR)	\$ 147	\$ 42	250.0 %
<i>The Plaza Macao and Four Seasons Macao</i>			
Total room revenues	\$ 94	\$ 29	224.1 %
Occupancy rate	81.5 %	27.5 %	54.0 pts
Average daily room rate (ADR)	\$ 485	\$ 440	10.2 %
Revenue per available room (RevPAR)	\$ 396	\$ 121	227.3 %

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Sands Macao

Total room revenues	\$	17	\$	6	183.3 %
Occupancy rate		95.8 %		51.1 %	44.7 pts
Average daily room rate (ADR)	\$	171	\$	141	21.3 %
Revenue per available room (RevPAR)	\$	164	\$	72	127.8 %

Singapore Operations:

Marina Bay Sands⁽¹⁾

Total room revenues	\$	443	\$	285	55.4 %
Occupancy rate		96.3 %		93.1 %	3.2 pts
Average daily room rate (ADR)	\$	631	\$	422	49.5 %
Revenue per available room (RevPAR)	\$	608	\$	393	54.7 %

(1) During the years ended December 31, 2023 and 2022, approximately 2,100 rooms were available for occupancy. Of the 2,100 available rooms for the year ended December 31, 2023, approximately 1,250 rooms have been renovated. The completion of the remaining rooms is projected for early 2025 and will ultimately result in 1,850 available rooms.

Food and beverage revenues increased \$283 million compared to the year ended December 31, 2022. The increase was due to a \$173 million and \$110 million at our Macao operations and Marina Bay Sands, respectively, driven by new outlets and increased business volume at existing food and beverage outlets and banquet operations.

Mall revenues increased \$187 million compared to the year ended December 31, 2022. The increase was due to a \$159 million increase at our Macao operations, primarily driven by an increase in overage rent and a decrease in rent concessions granted to our mall tenants, and a \$28 million increase at Marina Bay Sands, driven by increases in minimum rent and overage rent.

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For further information related to the financial performance of our malls, see “Additional Information Regarding our Retail Mall Operations.” The following table summarizes the results of our malls on the Cotai Strip in Macao and in Singapore:

	Year Ended December 31,		
	2023	2022	Change
	(Mall revenues in millions)		
Macao Operations:			
<i>Shoppes at Venetian</i>			
Total mall revenues	\$ 227	\$ 154	47.4 %
Mall gross leasable area (in square feet)	818,686	813,832	0.6 %
Occupancy	79.7 %	81.0 %	(1.3)pts
Base rent per square foot	\$ 283	\$ 274	3.3 %
Tenant sales per square foot ⁽¹⁾	\$ 1,906	\$ 932	104.5 %
<i>Shoppes at Londoner</i>			
Total mall revenues	\$ 66	\$ 47	40.4 %
Mall gross leasable area (in square feet)	611,905	610,238	0.3 %
Occupancy	59.1 %	54.7 %	4.4 pts
Base rent per square foot	\$ 149	\$ 134	11.2 %
Tenant sales per square foot ⁽¹⁾	\$ 1,796	\$ 1,139	57.7 %
<i>Shoppes at Parisian</i>			
Total mall revenues	\$ 32	\$ 25	28.0 %
Mall gross leasable area (in square feet)	296,352	296,322	— %
Occupancy	67.2 %	67.6 %	(0.4)pts
Base rent per square foot	\$ 113	\$ 107	5.6 %
Tenant sales per square foot ⁽¹⁾	\$ 710	\$ 338	110.1 %
<i>Shoppes at Four Seasons</i>			
Total mall revenues	\$ 187	\$ 127	47.2 %
Mall gross leasable area (in square feet)	249,373	248,674	0.3 %
Occupancy	92.9 %	93.6 %	(0.7)pts
Base rent per square foot	\$ 611	\$ 538	13.6 %
Tenant sales per square foot ⁽¹⁾	\$ 7,594	\$ 3,806	99.5 %
Singapore Operations:			
<i>The Shoppes at Marina Bay Sands</i>			
Total mall revenues	\$ 254	\$ 226	12.4 %
Mall gross leasable area (in square feet)	615,633	622,007	(1.0) %
Occupancy	99.8 %	99.5 %	0.3 pts
Base rent per square foot	\$ 331	\$ 284	16.5 %
Tenant sales per square foot ⁽¹⁾	\$ 2,991	\$ 2,596	15.2 %

Note: This table excludes the results of retail outlets at Sands Macao. As a result of the COVID-19 pandemic, tenants were provided rent concessions during the year ended December 31, 2022. Base rent per square foot presented above excludes the impact of these rent concessions.

(1) Tenant sales per square foot is the sum of reported comparable sales for the trailing 12 months divided by the comparable square footage for the same period.

Convention, retail, and other revenues increased \$162 million compared to the year ended December 31, 2022. The increase was due to increases of \$127 million and \$35 million at our Macao operations and Marina Bay Sands, respectively. Increases at our Macao operations were primarily driven by increases of \$57 million in ferry operations due to the resumption of ferry services in January 2023, \$31 million in entertainment revenue, \$16 million in limo revenue, \$5 million in retail revenue, \$4 million in convention revenue and \$14 million in other

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operating revenues (e.g., Eiffel Tower, spa, and gondola rides). Increases at Marina Bay Sands were primarily driven by increases of \$18 million in convention revenue, \$2 million in entertainment revenue and \$15 million in other operating revenues (e.g. SkyPark, art/science museum).

Operating Expenses

Our operating expenses consisted of the following:

	Year Ended December 31,		Percent Change
	2023	2022	
	(Dollars in millions)		
Casino	\$ 4,152	\$ 1,792	131.7 %
Rooms	283	173	63.6 %
Food and beverage	481	319	50.8 %
Mall	88	73	20.5 %
Convention, retail and other	201	103	95.1 %
Provision for credit losses	4	15	(73.3)%
General and administrative	1,107	936	18.3 %
Corporate	230	235	(2.1)%
Pre-opening	15	13	15.4 %
Development	205	143	43.4 %
Depreciation and amortization	1,208	1,036	16.6 %
Amortization of leasehold interests in land	58	55	5.5 %
Loss on disposal or impairment of assets	27	9	200.0 %
Total operating expenses	<u>\$ 8,059</u>	<u>\$ 4,902</u>	64.4 %

Operating expenses were \$8.06 billion for the year ended December 31, 2023, an increase of \$3.16 billion compared to \$4.90 billion for the year ended December 31, 2022. The increase was primarily driven by a \$2.36 billion increase in casino expenses.

Casino expenses increased \$2.36 billion compared to the year ended December 31, 2022. The increase was primarily attributable to increases of \$1.90 billion and \$232 million in gaming taxes at our Macao operations and Marina Bay Sands, respectively, consistent with increased casino revenues. In addition, we had increases in gaming tax rates of 1% in Macao and 3% in Singapore, and a 1% increase in value added tax in Singapore.

Room expenses increased \$110 million compared to the year ended December 31, 2022. The increase was due to increases of \$83 million and \$27 million at our Macao operations and Marina Bay Sands, respectively, consistent with increased occupancy at both our Macao operations and Marina Bay Sands. Additionally, the increase was also due to higher costs associated with the renovated and expanded suites and rooms at The Londoner Macao and the new and elevated suites and rooms introduced at Marina Bay Sands during the year.

Food and beverage expenses increased \$162 million compared to the year ended December 31, 2022. The increase was due to increases of \$85 million and \$77 million at Marina Bay Sands and our Macao operations, respectively, driven by increased business volume at food outlets and banquets and consistent with increased property visitation.

Convention, retail and other expenses increased \$98 million compared to the year ended December 31, 2022, primarily driven by increases of \$82 million and \$16 million at our Macao operations and Marina Bay Sands, respectively. The increases were primarily due to increases of \$36 million in ferry operation expenses due to the resumption of ferry services in January 2023, \$29 million in entertainment expenses due to increased number of events held in 2023, \$15 million in limo expenses, \$7 million in convention expenses, \$3 million in retail expenses and \$8 million in other operating expenses (e.g., spa and valet).

The provision for credit losses was \$4 million for the year ended December 31, 2023, compared to \$15 million for the year ended December 31, 2022. The \$11 million decrease was primarily driven by decreases of \$8 million and \$3 million at our Macao operations and Marina Bay Sands, respectively. The decreases were primarily driven

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by collections of receivables that were fully reserved. The amount of this provision can vary over short periods of time because of factors specific to the patrons who owe us money from gaming activities. We believe the amount of our provision for credit losses in the future will depend upon the state of the economy, our credit standards, our risk assessments and the judgment of our employees responsible for granting credit.

General and administrative expenses increased \$171 million compared to the year ended December 31, 2022. The increase was primarily driven by increases of \$95 million and \$76 million at Marina Bay Sands and our Macao operations, respectively, driven by increases in payroll and marketing costs, utilities and property taxes.

Pre-opening expenses represent personnel and other costs incurred prior to the opening of new ventures, which are expensed as incurred. The majority of pre-opening expenses for the year ended December 31, 2023 related to the grand opening of The Londoner Macao and new guest rooms at Marina Bay Sands. Pre-opening expenses for the year ended December 31, 2022 related to Marina Bay Sands.

Development expenses were \$205 million for the year ended December 31, 2023, compared to \$143 million for the year ended December 31, 2022. During the year ended December 31, 2023, the costs were associated with our evaluation and pursuit of new business opportunities, primarily \$93 million in New York and Texas, and \$109 million for our digital gaming related efforts. Development costs are expensed as incurred.

Depreciation and amortization increased \$172 million compared to the year ended December 31, 2022. The increase was primarily due to \$109 million increase at Marina Bay Sands, as a result of the completion of renovations that were placed into service and a \$60 million increase at our Macao operations, primarily as a result of accelerated depreciation related to the second phase of the renovations at The Londoner Macao and amortization of the intangible asset related to the Macao gaming concession.

Loss on disposal or impairment of assets was \$27 million for the year ended December 31, 2023, compared to \$9 million for the year ended December 31, 2022. The losses incurred for the year ended December 31, 2023, were primarily due to \$13 million in demolition costs related to renovations at Marina Bay Sands and \$12 million in disposals and demolition costs at our Macao operations. The losses incurred for the year ended December 31, 2022 were primarily due to \$4 million in asset disposals related to aircraft parts and \$3 million in asset disposal and demolition costs, primarily at The Londoner Macao, The Venetian Macao, Sands Macao and our corporate offices.

Segment Adjusted Property EBITDA

The following table summarizes information related to our segments (see "Item 8 — Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note 20 — Segment Information" for discussion of our operating segments):

	Year Ended December 31,		Percent Change
	2023	2022	
	(Dollars in millions)		
Macaos:			
The Venetian Macao	\$ 1,054	\$ (25)	N/M
The Londoner Macao	516	(189)	N/M
The Parisian Macao	269	(103)	N/M
The Plaza Macao and Four Seasons Macao	308	81	280.2 %
Sands Macao	59	(81)	N/M
Ferry Operations and Other	18	(7)	N/M
	2,224	(324)	N/M
Marina Bay Sands	1,861	1,056	76.2 %
Consolidated adjusted property EBITDA⁽¹⁾	\$ 4,085	\$ 732	458.1 %

N/M - Not meaningful

(1) Consolidated adjusted property EBITDA, which is a non-GAAP financial measure, is used by management as the primary measure of the operating performance of our segments. Consolidated adjusted property EBITDA is net income/loss from

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continuing operations before stock-based compensation expense, corporate expense, pre-opening expense, development expense, depreciation and amortization, amortization of leasehold interests in land, gain or loss on disposal or impairment of assets, interest, other income or expense, gain or loss on modification or early retirement of debt and income taxes. Consolidated adjusted property EBITDA is a supplemental non-GAAP financial measure used by management, as well as industry analysts, to evaluate operations and operating performance. In particular, management utilizes consolidated adjusted property EBITDA to compare the operating profitability of our operations with those of our competitors, as well as a basis for determining certain incentive compensation. Integrated Resort companies have historically reported adjusted property EBITDA as a supplemental performance measure to GAAP financial measures. In order to view the operations of their properties on a more stand-alone basis, Integrated Resort companies, including Las Vegas Sands Corp., have historically excluded certain expenses that do not relate to the management of specific properties, such as pre-opening expense, development expense and corporate expense, from their adjusted property EBITDA calculations. Consolidated adjusted property EBITDA should not be interpreted as an alternative to income from operations (as an indicator of operating performance) or to cash flows from operations (as a measure of liquidity), in each case, as determined in accordance with GAAP. We have significant uses of cash flow, including capital expenditures, dividend payments, interest payments, debt principal repayments and income taxes, which are not reflected in consolidated adjusted property EBITDA. Not all companies calculate adjusted property EBITDA in the same manner. As a result, our presentation of consolidated adjusted property EBITDA may not be directly comparable to similarly titled measures presented by other companies.

	Year Ended December 31,	
	2023	2022
	(In millions)	
Consolidated adjusted property EBITDA	\$ 4,085	\$ 732
Other Operating Costs and Expenses		
Stock-based compensation ^{a)}	(29)	(33)
Corporate	(230)	(235)
Pre-opening	(15)	(13)
Development	(205)	(143)
Depreciation and amortization	(1,208)	(1,036)
Amortization of leasehold interests in land	(58)	(53)
Loss on disposal or impairment of assets	(27)	(9)
Operating income (loss)	2,313	(792)
Other Non-Operating Costs and Expenses		
Interest income	288	116
Interest expense, net of amounts capitalized	(818)	(702)
Other expense	(8)	(9)
Income tax expense	(344)	(154)
Net income (loss) from continuing operations	\$ 1,431	\$ (1,541)

a) During the years ended December 31, 2023 and 2022, the Company recorded stock-based compensation expense of \$72 million and \$70 million, respectively, of which \$43 million and \$37 million, respectively, was included in corporate expense in "Part II — Item 8 — Financial Statements and Supplementary Data — Consolidated Statements of Operations".

Adjusted property EBITDA at our Macao operations increased \$2.55 billion compared to the year ended December 31, 2022. The increase was primarily due to increased casino and room revenues, driven by increased visitation at our properties due to the lift of COVID-19 restrictions in late December 2022 and early January 2023.

Adjusted property EBITDA at Marina Bay Sands increased \$805 million compared to the year ended December 31, 2022. The increase was primarily due to increased revenues across our operations driven by the opening of borders and elimination of all remaining pandemic-related restrictions in February 2023 and increased airlift passenger movement in Singapore in 2023, as well as introducing new and elevated suites and rooms and other amenities at Marina Bay Sands during 2023.

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Interest Expense

The following table summarizes information related to interest expense:

	Year Ended December 31,	
	2023	2022
	(Dollars in millions)	
Interest cost	\$ 825	\$ 706
Less — capitalized interest	(7)	(4)
Interest expense, net	\$ 818	\$ 702
Cash paid for interest	\$ 753	\$ 618
Weighted average total debt balance	\$ 15,188	\$ 15,298
Weighted average interest rate	5.2 %	4.6 %

Interest cost increased \$119 million compared to the year ended December 31, 2022, resulting primarily from increases in our weighted average interest rate, partially offset by decreases in our weighted average total debt balance. The weighted average interest rate increased primarily due to the increase in the underlying benchmark rates on our SCL Revolving Facility and our Singapore Credit Facility, and increased interest rates on the SCL senior notes in connection with the credit rating downgrades in February and June 2022, partially offset by the credit rating upgrade in July 2023 (see "Item 8 — Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note 12 — Long-Term Debt"). The weighted average debt balance decreased primarily due to payments made on the SCL revolver totaling \$1.95 billion throughout the year ended December 31, 2023. We also had \$31 million in imputed interest expense on the VML Concession financial liability in 2023 (see "Item 8 — Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note 9 — Goodwill and Intangible Assets, Net").

Other Factors Affecting Earnings

Interest income was \$288 million for the year ended December 31, 2023, compared to \$116 million for the year ended December 31, 2022. Interest income for the year ended December 31, 2023, was primarily attributable to \$258 million in interest income on money market funds, bank deposits and treasury bills driven by higher interest rates. Our average interest rates on cash and cash equivalents for the year ended December 31, 2023 was 4.8% compared to 1.7% for the year ended December 31, 2022. We also had \$29 million in interest income on the seller financing loan in connection with the sale of the Las Vegas Operating Properties, which increased \$8 million compared to the year ended December 31, 2022 due to an increase in the interest rate as the buyer elected payment-in-kind for the interest payments effective July 1, 2022 and an increase in the period in which the loan balance was outstanding in 2023.

Other expense was \$8 million for the year ended December 31, 2023, compared to \$9 million during the year ended December 31, 2022. Other expense for the year ended December 31, 2023, was primarily attributable to foreign currency transaction losses driven by the U.S. dollar-denominated debt held by SCL, partially offset by foreign currency transaction gains driven by U.S. dollar-denominated intercompany debt held by MBS.

Our income tax expense was \$344 million on income before income taxes of \$1.78 billion for the year ended December 31, 2023, resulting in a 19.4% effective income tax rate. This compares to an 11.1% effective income tax rate for the year ended December 31, 2022. The income tax expense for the year ended December 31, 2023, reflects a 17% statutory tax rate on our Singapore operations and a 21% corporate income tax rate on our U.S. operations.

Our operations in Macao are subject to a 12% statutory income tax rate, but in connection with the 35% gaming tax, VML and its peers received an income tax exemption on gaming operations through December 31, 2022. On February 5, 2024, the Macao government provided notice that VML and its peers would continue to receive this exemption for the period January 1, 2023 through December 31, 2027. Additionally, we entered into a shareholder dividend tax agreement with the Macao government in April 2019, effective through June 26, 2022, providing an annual payment as a substitution for a 12% tax otherwise due from VML shareholders on dividend distributions paid from VML gaming profits. We are in discussions for a new shareholder dividend tax agreement with the Macao government, which would commence effective as of January 1, 2023.

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The net income attributable to our noncontrolling interests from continuing operations was \$210 million for the year ended December 31, 2023, compared to a net loss of \$475 million for the year ended December 31, 2022. These amounts were related to the noncontrolling interest of SCL.

Additional Information Regarding our Retail Mall Operations

The following tables summarize the results of our mall operations on the Cotai Strip and at Marina Bay Sands for the years ended December 31, 2023 and 2022:

	Shoppes at Venetian	Shoppes at Four Seasons	Shoppes at Londoner	Shoppes at Parisian	The Shoppes at Marina Bay Sands
	(In millions)				
For the year ended December 31, 2023					
Mall revenues:					
Minimum rents ⁽¹⁾	\$ 168	\$ 123	\$ 34	\$ 18	\$ 139
Overage rents	27	54	17	6	62
CAM, levies and direct recoveries	32	10	15	8	33
Total mall revenues	227	187	66	32	254
Mall operating expenses:					
Common area maintenance	14	5	8	4	23
Marketing and other direct operating expenses	10	11	5	3	6
Mall operating expenses	24	16	13	7	29
Property taxes ⁽²⁾	1	—	—	—	6
Mall-related expenses⁽³⁾	\$ 25	\$ 16	\$ 13	\$ 7	\$ 35
For the year ended December 31, 2022					
Mall revenues:					
Minimum rents ⁽¹⁾	\$ 168	\$ 119	\$ 30	\$ 22	\$ 145
Overage rents	6	8	11	2	51
Rent concessions ⁽⁴⁾	(47)	(10)	(6)	(7)	—
CAM, levies and direct recoveries	27	10	12	8	30
Total mall revenues	154	127	47	25	226
Mall operating expenses:					
Common area maintenance	11	5	7	4	20
Marketing and other direct operating expenses	7	6	4	3	5
Mall operating expenses	18	11	11	7	25
Property taxes ⁽²⁾	1	—	—	—	4
Mall-related expenses⁽³⁾	\$ 19	\$ 11	\$ 11	\$ 7	\$ 29

Note: This table excludes the results of our mall operations at Sands Macao.

- (1) Minimum rents include base rents and straight-line adjustments of base rents.
- (2) Commercial property that generates rental income is exempt from property tax for the first six years for newly constructed buildings in Cotai. If the property also qualifies for Tourism Utility Status, the property tax exemption can be extended to twelve years with effect from the opening of the property. To date, The Venetian Macao, The Plaza Macao and Four Seasons Macao, The Londoner Macao and The Parisian Macao have obtained an extended exemption. The exemption for The Venetian Macao and The Plaza Macao and Four Seasons Macao expired in August 2019 and August 2020, respectively, and the exemption for The Londoner Macao and The Parisian Macao will be expiring in December 2027 and September 2028, respectively.
- (3) Mall-related expenses consist of CAM, marketing fees and other direct operating expenses, property taxes and provision for credit losses, but excludes depreciation and amortization and general and administrative costs.
- (4) Rent concessions were provided to tenants as a result of the COVID-19 pandemic and the related impact on mall operations.

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It is common in the mall operating industry for companies to disclose mall net operating income ("NOI") as a useful supplemental measure of a mall's operating performance. Because NOI excludes general and administrative expenses, interest expense, impairment losses, depreciation and amortization, gains and losses from property dispositions, allocations to noncontrolling interests and provision for income taxes, it provides a performance measure that, when compared year over year, reflects the revenues and expenses directly associated with owning and operating commercial real estate properties and the impact on operations from trends in occupancy rates, rental rates and operating costs.

In the table above, we believe taking total mall revenues less mall-related expenses provides an operating performance measure for our malls. Other mall operating companies may use different methodologies for deriving mall-related expenses. As such, this calculation may not be comparable to the NOI of other mall operating companies.

Year Ended December 31, 2022 Compared to the Year Ended December 31, 2021

A discussion of changes in our results of operations between 2022 and 2021 has been omitted from this Form 10-K and can be found in "Item 7 — Management's Discussion and Analysis of Financial Condition and Results of Operations — Year Ended December 31, 2022 Compared to the Year Ended December 31, 2021" of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2022.

Liquidity and Capital Resources

Cash Flows — Summary

Our cash flows consisted of the following:

	Year Ended December 31,	
	2023	2022
	(In millions)	
Net cash generated from (used in) operating activities from continuing operations	\$ 3,227	\$ (944)
Cash flows from investing activities from continuing operations:		
Capital expenditures	(1,017)	(651)
Proceeds from disposal of property and equipment	3	9
Acquisition of intangible assets and other	(240)	(129)
Proceeds from seller loan	—	50
Net cash used in investing activities from continuing operations	(1,254)	(721)
Cash flows from financing activities from continuing operations:		
Proceeds from exercise of stock options	4	—
Tax withholding on vesting of equity awards	(2)	(1)
Repurchase of common stock	(505)	—
Dividends paid	(305)	—
Proceeds from long-term debt	—	1,200
Repayments of long-term debt	(2,069)	(66)
Payments of financing costs	(32)	(11)
Unsettled forward contract for purchase of noncontrolling interest	(250)	—
Other	(29)	—
Transaction with discontinued operations	—	5,032
Net cash generated from (used in) financing activities from continuing operations	\$ (3,188)	\$ 6,154

A discussion of changes in cash flows between 2022 and 2021 has been omitted from this Form 10-K and can be found in "Item 7 — Management's Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources" of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2022.

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Cash Flows — Operating Activities

Table games play at our properties is conducted on a cash and credit basis, while slot machine play is primarily conducted on a cash basis. Our rooms, food and beverage and other non-gaming revenues are conducted primarily on a cash basis and to a lesser extent as a trade receivable. Operating cash flows are generally affected by changes in operating income, accounts receivable, gaming related liabilities and interest payments. For the year ended December 31, 2023, cash generated from operations was \$3.23 billion, an increase of \$4.17 billion compared to cash used in operating activities of \$944 million for the year ended December 31, 2022. The increase in cash generated from operations was primarily due to our Macao and Singapore operations generating increased operating income driven by the acceleration of visitation and the elimination of all remaining pandemic-related restrictions in Singapore in February 2023, and in Macao in late December 2022 and early January 2023. We also had increases in cash related to changes in working capital due to our gaming operations.

Cash Flows — Investing Activities

Capital expenditures for the year ended December 31, 2023, totaled \$1.02 billion. Included in this amount was \$584 million at Marina Bay Sands in Singapore, primarily due to Towers 1 and 2 room renovations. Capital expenditures were \$233 million for construction and development activities in Macao, which consisted of \$132 million for The Londoner Macao, \$71 million for The Venetian Macao, \$15 million for The Plaza Macao and Four Seasons Macao, \$9 million for The Parisian Macao and \$6 million for Sands Macao. Additionally, we funded \$200 million for corporate and other.

Included in net cash flows from investing activities was a payment of \$221 million related to the purchase of the Nassau Coliseum.

Capital expenditures for the year ended December 31, 2022, totaled \$651 million. Included in this amount was \$348 million at Marina Bay Sands in Singapore, primarily due to Towers 1 and 2 room renovations. Capital expenditures were \$243 million for construction and development activities in Macao, which consisted of \$175 million for The Londoner Macao, \$52 million for The Venetian Macao, \$9 million for The Plaza Macao and Four Seasons Macao, \$4 million for Sands Macao and \$3 million for The Parisian Macao. Additionally, we funded \$60 million for corporate and other.

Cash Flows — Financing Activities

Net cash flows utilized for financing activities were \$3.19 billion for the year ended December 31, 2023. There were \$2.07 billion in repayments on long-term debt, primarily related to the repayment on the SCL revolving facility of \$1.95 billion. We also utilized \$505 million for common stock repurchases and \$305 million for dividend payments related to our stockholder return of capital program, and funded \$250 million for a forward contract to purchase common stock of SCL to increase our equity ownership in SCL. Lastly, we paid \$32 million in deferred offering costs, primarily related to the amendment and restatement of the 2018 SCL Credit Facility, and \$29 million in other financial liability payments.

Net cash flows generated from financing activities were \$6.15 billion for the year ended December 31, 2022, which was primarily attributable to net proceeds from the sale of the Las Vegas Operating Properties of \$4.89 billion and \$1.20 billion from the drawdown of our SCL revolving facility. These items were partially offset by \$66 million in repayments on long-term debt and \$11 million in deferred offering costs relating to obtaining LVSC Revolving Facility lender consents to consummate the Las Vegas Sale and the covenant waiver obtained on the 2018 SCL Credit Facility.

As of December 31, 2023, we had \$4.44 billion available for borrowing under our U.S., Macao and Singapore revolving facilities, net of letters of credit. Additionally, we had \$2.79 billion available for borrowing under the 2012 Singapore Delayed Draw Term Facility to finance construction costs incurred in connection with the MBS Expansion Project.

Capital Financing Overview

We fund our development projects primarily through borrowings from our debt instruments (see "Item 8 — Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note 12 — Long-Term Debt") and operating cash flows.

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Our U.S., SCL and Singapore credit facilities, as amended, contain various financial covenants, which include maintaining a maximum leverage ratio, as defined per the respective facility agreements. As of December 31, 2023, our U.S. and Singapore leverage ratios, as defined per the respective credit facility agreements, were 3.3x and 1.7x, respectively, compared to the maximum leverage ratios allowed of 4.0x and 4.5x, respectively, while our SCL credit facility had a covenant waiver through January 1, 2024, as mentioned below. If we are unable to maintain compliance with the financial covenants under these credit facilities, we would be in default under the respective credit facilities.

On May 11, 2023, SCL entered into an amended and restated facility agreement (the “A&R Facility Agreement”) with respect to certain provisions of the 2018 SCL Credit Facility, pursuant to which lenders have (a) extended the termination date for the Hong Kong Dollar (“HKD”) commitments and U.S. dollar commitments of the lenders that consented to the waivers and amendments in the A&R Facility Agreement (the “Extending Lenders”) from July 31, 2023 to July 31, 2025; (b) extended to (and including) January 1, 2024, the waiver period for the requirement for SCL to comply with the requirements that SCL ensure (i) the consolidated leverage ratio does not exceed 4.0x and (ii) the consolidated interest coverage ratio is not less than 2.5x; (c) amended the definition of consolidated total debt such that it excludes any financial indebtedness that is subordinated and subject in right of payment to the prior payment in full of the A&R Facility Agreement (including the \$1.0 billion subordinated unsecured term loan facility made available by the Company to SCL); (d) amended the maximum permitted consolidated leverage ratio as of the last day of each of the financial quarters ending March 31, 2024, June 30, 2024, September 30, 2024, December 31, 2024, and subsequent financial quarters to be 6.25x, 5.5x, 5.0x, 4.5x, and 4.0x respectively; and (e) extended to (and including) January 1, 2025 the period during which SCL’s ability to declare or make any dividend payment or similar distribution is restricted if at such time (x) the Total Commitments (as defined in the A&R Facility Agreement) exceed \$2.0 billion by SCL’s exercise of the option to increase the Total Commitments by an aggregate amount of up to \$1.0 billion and (y) the consolidated leverage ratio is greater than 4.0x, unless, after giving effect to such payment, the sum of (i) the aggregate amount of cash and cash equivalents of SCL on such date and (ii) the aggregate amount of the undrawn facility under the A&R Facility Agreement and unused commitments under other credit facilities of SCL is greater than \$2.0 billion. Pursuant to the A&R Facility Agreement, SCL paid a customary fee to the Extending Lenders that consented. The amendments with respect to the extended commitments took effect on July 31, 2023.

We held unrestricted cash and cash equivalents of \$5.11 billion and restricted cash of \$124 million as of December 31, 2023, of which approximately \$2.20 billion of the unrestricted amount is held by non-U.S. subsidiaries. Of the \$2.20 billion, approximately \$1.80 billion is available to be repatriated, either in the form of dividends or via intercompany loans or advances, to the U.S., subject to levels of earnings, cash flow generated from gaming operations and various other factors, including dividend requirements to third-party public stockholders in the case of funds being repatriated from SCL, compliance with certain local statutes, laws and regulations currently applicable to our subsidiaries and restrictions in connection with their contractual arrangements. We do not expect withholding taxes or other foreign income taxes to apply should these earnings be distributed in the form of dividends or otherwise.

We believe the cash on hand and cash flow generated from operations, as well as the \$4.44 billion available for borrowing under our U.S., Macao and Singapore credit facilities, net of outstanding letters of credit, and SGD 3.69 billion (approximately \$2.79 billion at exchange rates in effect on December 31, 2023) under the 2012 Singapore Delayed Draw Term Facility, as of December 31, 2023 (only available for draws after the construction cost estimate and construction schedule for the MBS Expansion Project have been delivered to the lenders), will be sufficient to maintain compliance with the financial covenants of our credit facilities and fund our working capital needs, committed and planned capital expenditures, development opportunities, debt obligations and dividend commitments, as well as meet our commitments under the Macao Concession. In the normal course of our activities, we will continue to evaluate global capital markets to consider future opportunities for enhancements of our capital structure.

In July 2023, we announced the resumption of our return of capital program. On August 16, 2023 and November 15, 2023, we paid a quarterly dividend of \$0.20 per common share as part of a regular cash dividend program and, for the year ended December 31, 2023, we recorded \$305 million as a distribution against retained earnings. In January 2024, our Board of Directors declared a quarterly dividend of \$0.20 per common share (a total estimated to be approximately \$151 million) to be paid on February 14, 2024, to stockholders of record on

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February 6, 2024. We expect this level of dividend to continue quarterly through the remainder of 2024. Our Board of Directors will continue to assess the level of appropriateness of any cash dividends.

Share Repurchase Program

On October 16, 2023, our Board of Directors authorized increasing the remaining share repurchase amount under our existing share repurchase program of \$916 million to \$2.0 billion and extending the expiration date from November 2024 to November 3, 2025. During the year ended December 31, 2023, we repurchased 11,121,497 shares of our common stock for \$510 million (including commissions and \$5 million in excise tax) under our current program. All share repurchases of our common stock have been recorded as treasury stock.

We have approximately \$1.50 billion remaining under our authorized share repurchase program. Repurchases of our common stock are made at our discretion in accordance with applicable federal securities laws in the open market or otherwise. The timing and actual number of shares to be repurchased in the future will depend on a variety of factors, including our financial position, earnings, cash flows, legal requirements, other investment opportunities and market conditions.

Aggregate Indebtedness and Other Contractual Obligations

Our total long-term indebtedness and other contractual obligations are summarized below as of December 31, 2023:

	Payments Due by Period ⁽¹⁾				Total
	2024	2025 - 2026	2027 - 2028	Thereafter	
	(In millions)				
Long-Term Debt Obligations⁽²⁾					
LVSC Senior Notes	\$ 1,750	\$ 1,500	\$ —	\$ 750	\$ 4,000
SCL Senior Notes	—	2,600	2,600	1,950	7,150
2012 Singapore Credit Facility	142	2,749	—	—	2,891
Singapore Delayed Draw Term Facility	—	47	—	—	47
Other ⁽³⁾	11	10	—	—	21
Fixed Interest Payments	464	679	429	151	1,723
Variable Interest Payments ⁽⁴⁾	146	169	—	—	315
Macao Concession Related⁽⁵⁾					
Macao Annual Premium ⁽⁶⁾	40	80	80	158	358
Handover Record ⁽⁷⁾	13	55	84	168	320
Contractual Obligations					
Operating Leases, including Imputed Interest ⁽⁸⁾	26	39	34	408	507
Mall Deposits ⁽⁹⁾	73	54	25	15	167
Other ⁽¹⁰⁾	185	223	158	158	724
Total	\$ 2,850	\$ 8,205	\$ 3,410	\$ 3,758	\$ 18,223

(1) As of December 31, 2023, we had a \$105 million liability related to uncertain tax positions. We do not expect this liability to result in a payment of cash within the next 12 months. We are unable to reasonably estimate the timing of the liability in individual years beyond 12 months due to uncertainties in the timing of the effective settlement of tax positions; therefore, such amounts are not included in the table.

(2) See "Item 8 — Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note 12 — Long-Term Debt" for further details on these financing transactions and "Item 8 — Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note 16 — Leases" for further details on finance leases.

(3) Other consists of finance leases, including imputed interest, and other financed purchased obligations, including the related interest.

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- (4) Based on the 1-month rate as of December 31, 2023, Secured Overnight Financing Rate (“SOFR”) of 5.40%, Hong Kong Inter-Bank Offer Rate (“HIBOR”) of 5.27% and Singapore Swap Offer Rate (“SOR”) of 3.62%, plus the applicable interest rate spread in accordance with the respective debt agreements.
- (5) In addition to the amounts listed in the table above, under the Macao Concession, we have committed to spend 30.24 billion patacas (approximately \$3.76 billion at exchange rates in effect on December 31, 2023) through 2032 on both capital and operating projects, including 27.80 billion patacas (approximately \$3.45 billion at exchange rates in effect on December 31, 2023) in non-gaming projects. As Macao’s annual gross gaming revenue amounted to 183.06 billion patacas (approximately \$22.74 billion at exchange rates in effect on December 31, 2023) in 2023, we are required to invest, or cause to be invested, an additional 5.56 billion patacas (approximately \$691 million at exchange rates in effect on December 31, 2023) in non-gaming investment projects by December 2032. As the exact timing of this spend has not been finalized, these amounts have not been included in the table above.

We are also required to pay a 35% gross gaming revenue special gaming tax and a 5% gross gaming revenue contribution in Macao, which amounts we pay are variable in nature. Under the Concession, however, we are obligated to pay a special annual gaming premium if the average of the gross gaming revenues of our gaming tables and our electrical or mechanical gaming machines, including slot machines, is lower than a certain minimum amount determined by the Macao government; such special premium being the difference between the gaming tax based on the actual gross gaming revenues and that of the specified minimum amount. Based on the maximum number of gaming tables and gaming machines we are currently authorized to operate, if the monthly special gaming taxes paid during the year aggregates to less than 4.50 billion patacas (approximately \$560 million at exchange rates in effect on December 31, 2023), we would be required to pay the difference as the special annual gaming premium.

- (6) We are required to pay an annual premium with a fixed portion and a variable portion, which is based on the number and type of gaming tables and gaming machines we operate. Based on the gaming tables and gaming machines (which is at the maximum number of tables and machines currently allowed by the Macao government) in operation as of January 1, 2023, the annual premium payable to the Macao government is approximately \$40 million for the years ending December 31, 2024 through December 31, 2028, respectively, and \$158 million in aggregate thereafter through the termination of the Concession in December 2032.
- (7) Under the Handover Record, we are required to make annual payments of 750 patacas per square meter for the first three years and 2,500 patacas per square meter for the following seven years (approximately \$93 and \$311, respectively, at exchange rates in effect on December 31, 2023). The annual payment of 750 patacas per square meter will be adjusted with the Macao average price index of the corresponding preceding year for years two and three and the annual payment of 2,500 patacas per square meter will be adjusted with the Macao average price index of the corresponding preceding year for years five through ten.
- (8) We are party to certain operating leases for real estate, which primarily include \$290 million related to long-term land leases in Macao with an anticipated lease term of 50 years, \$148 million related to a long-term land lease in New York with a 26-year lease term, \$16 million related to a long-term land lease in Las Vegas with a 40-year lease term, and \$20 million related to office space in Singapore with a 5-year lease term. See “Item 8 — Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note 16 — Leases” for further details on operating leases.
- (9) Mall deposits consist of refundable security deposits received from mall tenants.
- (10) Primarily consists of all other non-cancellable contractual obligations and primarily relates to certain hotel management and service agreements, as described below. The amounts exclude open purchase orders with our suppliers that have not yet been received as these agreements generally allow us the option to cancel, reschedule and adjust terms based on our business needs prior to the delivery of goods or performance of services. Some of our hotel properties operate pursuant to management agreements with various experienced third-party hotel operators (management companies), whereby the management company controls the day-to-day operations of each of these hotels, and we are granted limited approval rights with respect to certain of the management company’s actions. The non-cancelable period of our management agreements ranges from 14 to 40 years with various extension provisions and some with early termination options. Each management company receives a base management fee, generally a percentage of revenue as defined. There are also monthly fees for certain support services and some also include incentive fees based on attaining certain financial thresholds. Additionally, the Company’s non-cancelable contractual obligations also include agreements with certain celebrities and professional sports leagues and teams for the hosting of events, advertising, marketing, promotional and sponsorship opportunities in order to promote the Company’s brand and services.

Off-Balance Sheet Arrangements

We have not entered into any transactions with special purpose entities, nor have we engaged in any derivative transactions other than foreign currency swaps. Refer to “Item 8 — Financial Statements and Supplementary Data

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--- Notes to Consolidated Financial Statements — Note 11 — Derivative Instruments” for outstanding foreign currency swaps as of December 31, 2023.

Restrictions on Distributions

We are a parent company with limited business operations. Our main asset is the stock and ownership interests of our subsidiaries. Certain of our debt instruments contain restrictions that, among other things, limit the ability of certain subsidiaries to incur additional indebtedness, issue disqualified stock or equity interests, pay dividends or make other distributions, repurchase equity interests or certain indebtedness, create certain liens, enter into certain transactions with affiliates, enter into certain mergers or consolidations or sell certain of our assets without prior approval of the lenders or noteholders.

Under the Concession, although not a restriction, we have to provide a five-day prior notification to the Macao government for any major financial decisions exceeding 10% of the share capital of VML.

Special Note Regarding Forward-Looking Statements

This report contains forward-looking statements made pursuant to the Safe Harbor Provisions of the Private Securities Litigation Reform Act of 1995. These forward-looking statements include the discussions of our business strategies and expectations concerning future operations, margins, profitability, liquidity and capital resources. In addition, in certain portions included in this report, the words: “anticipates,” “believes,” “estimates,” “seeks,” “expects,” “plans,” “intends,” “remains,” “positions” and similar expressions, as they relate to our Company or management, are intended to identify forward-looking statements. Although we believe these forward-looking statements are reasonable, we cannot assure you any forward-looking statements will prove to be correct. These forward-looking statements involve known and unknown risks, uncertainties and other factors beyond our control, which may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by these forward-looking statements. These factors include, among others, the risks associated with:

- our ability to maintain our concession in Macao and gaming license in Singapore;
- our ability to invest in future growth opportunities, or attempt to expand our business in new markets and new ventures;
- the ability to execute our previously announced capital expenditure programs, and produce future returns;
- general economic and business conditions internationally, which may impact levels of disposable income, consumer spending, group meeting business, pricing of hotel rooms and retail and mall tenant sales;
- disruptions or reductions in travel and our operations due to natural or man-made disasters, pandemics, epidemics or outbreaks of infectious or contagious diseases, political instability, civil unrest, terrorist activity or war;
- the uncertainty of consumer behavior related to discretionary spending and vacationing at our Integrated Resorts in Macao and Singapore;
- the extensive regulations to which we are subject and the costs of compliance or failure to comply with such regulations;
- new developments and construction projects at our existing properties (for example, development at our Cotai Strip properties and the MBS Expansion Project);
- regulatory policies in China or other countries in which our patrons reside, or where we have operations, including visa restrictions limiting the number of visits or the length of stay for visitors from China to Macao, restrictions on foreign currency exchange or importation of currency, and the judicial enforcement of gaming debts;
- the possibility that the laws and regulations of mainland China become applicable to our operations in Macao and Hong Kong;
- the possibility that economic, political and legal developments in Macao adversely affect our Macao operations, or that there is a change in the manner in which regulatory oversight is conducted in Macao;

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- our leverage, debt service and debt covenant compliance, including the pledge of certain of our assets (other than our equity interests in our subsidiaries) as security for our indebtedness and ability to refinance our debt obligations as they come due or to obtain sufficient funding for our planned, or any future, development projects;
- fluctuations in currency exchange rates and interest rates, and the possibility of increased expense as a result;
- increased competition for labor and materials due to planned construction projects in Macao and Singapore and quota limits on the hiring of foreign workers;
- our ability to compete for limited management and labor resources in Macao and Singapore, and policies of those governments that may also affect our ability to employ imported managers or labor from other countries;
- our dependence upon properties primarily in Macao and Singapore for all of our cash flow and the ability of our subsidiaries to make distribution payments to us;
- the passage of new legislation and receipt of governmental approvals for our operations in Macao and Singapore and other jurisdictions where we are planning to operate;
- the ability of our insurance coverage to cover all possible losses that our properties could suffer and the potential for our insurance costs to increase in the future;
- our ability to collect gaming receivables from our credit players;
- the collectability of our outstanding loan receivable;
- our dependence on chance and theoretical win rates;
- fraud and cheating that could result in losses in our gaming operations and reputational harm;
- our ability to establish and protect our intellectual property rights;
- reputational risk related to the license of certain of our trademarks;
- the possibility that our securities may be prohibited from being traded in the U.S. securities market under the Holding Foreign Companies Accountable Act;
- conflicts of interest that arise because certain of our directors and officers are also directors and officers of SCL;
- government regulation of the casino industry (as well as new laws and regulations and changes to existing laws and regulations), including gaming license regulation, the requirement for certain beneficial owners of our securities to be found suitable by gaming authorities, the legalization of gaming in other jurisdictions and regulation of gaming on the internet;
- increased competition in Macao, including recent and upcoming increases in hotel rooms, meeting and convention space, retail space, potential additional gaming licenses and online gaming;
- the popularity of Macao and Singapore as convention and trade show destinations;
- new taxes, changes to existing tax rates or proposed changes in tax legislation;
- the continued services of our key officers;
- any potential conflict between the interests of our Principal Stockholders and us;
- labor actions and other labor problems;
- our failure to maintain the integrity of our information and information systems or comply with applicable privacy and data security requirements and regulations;
- the completion of infrastructure projects in Macao;
- limitations on the transfers of cash to and from our subsidiaries, limitations of the pataca exchange markets and restrictions on the export of the renminbi;

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- the outcome of any ongoing and future litigation; and
- potential negative impacts from environmental, social and governance and sustainability matters.

All future written and verbal forward-looking statements attributable to us or any person acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. New risks and uncertainties arise from time to time, and it is impossible for us to predict these events or how they may affect us. Readers are cautioned not to place undue reliance on these forward-looking statements. We assume no obligation to update any forward-looking statements after the date of this report as a result of new information, future events or developments, except as required by federal securities laws.

Investors and others should note we announce material financial information using our investor relations website (<https://investor.sands.com>), our company website, SEC filings, investor events, news and earnings releases, public conference calls and webcasts. We use these channels to communicate with our investors and the public about our company, our products and services, and other issues.

In addition, we post certain information regarding SCL, a subsidiary of Las Vegas Sands Corp. with ordinary shares listed on The Stock Exchange of Hong Kong Limited, from time to time on our company website and our investor relations website. It is possible the information we post regarding SCL could be deemed to be material information.

Critical Accounting Policies and Estimates

The preparation of our consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires our management to make estimates and judgments that affect the reported amounts of assets and liabilities, revenues and expenses, and related disclosures of contingent assets and liabilities. These estimates and judgments are based on historical information, information currently available to us and on various other assumptions management believes to be reasonable under the circumstances. Actual results could vary from those estimates and we may change our estimates and assumptions in future evaluations. Changes in these estimates and assumptions may have a material effect on our results of operations and financial condition. We believe the critical accounting policies and estimates discussed below affect our more significant judgments and estimates used in the preparation of our consolidated financial statements.

Provision for Expected Credit Losses

We maintain a provision for expected credit losses on casino, hotel and mall receivables and regularly evaluate the balances. We apply standard reserve percentages to aged account balances, which are grouped based on shared credit risk characteristics and days past due. The reserve percentages are based on estimated loss rates supported by historical observed default rates over the expected life of the receivable and are adjusted for forward-looking information. We also specifically analyze the collectability of each account with a balance over a specified dollar amount, based upon the age of the account, the customer's financial condition, collection history and any other known information and adjust the aforementioned reserve with the results from the individual reserve analysis. We also monitor regional and global economic conditions and forecasts in our evaluation of the adequacy of the recorded reserves.

Account balances are written off against the provision when we believe it is probable the receivable will not be recovered. Credit or marker play was 10.6% and 11.9% of table games play at our Macao properties and Marina Bay Sands, respectively, during the year ended December 31, 2023. Our provision for casino credit losses was 40.2% and 61.6% of gross casino receivables as of December 31, 2023 and 2022, respectively. Our provision for credit losses from our hotel and other receivables is not material.

Litigation Accrual

We are subject to various claims and legal actions. We estimate the accruals for these claims and legal actions based on all relevant facts and circumstances currently available and include such accruals in other accrued liabilities in the consolidated balance sheets when it is determined such contingencies are both probable and reasonably estimable.

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Property and Equipment

As of December 31, 2023, we had net property and equipment of \$11.44 billion, representing 52.5% of our total assets. We depreciate property and equipment on a straight-line basis over their estimated useful lives. The estimated useful lives are based on the nature of the assets as well as current operating strategy and legal considerations, such as contractual life. Future events, such as property expansions, property developments, new competition or new regulations, could result in a change in the manner in which we use certain assets requiring a change in the estimated useful lives of such assets. The estimated useful lives of assets are periodically reviewed and adjusted as necessary on a prospective basis.

For assets to be held and used (including projects under development), fixed assets are reviewed for impairment whenever indicators of impairment exist. If an indicator of impairment exists, we first group our assets with other assets and liabilities at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities (the "asset group"). Secondly, we estimate the undiscounted future cash flows directly associated with and expected to arise from the completion, use and eventual disposition of such asset group. We estimate the undiscounted cash flows over the remaining useful life of the primary asset within the asset group. If the undiscounted cash flows exceed the carrying value, no impairment is indicated. If the undiscounted cash flows do not exceed the carrying value, then an impairment is measured based on fair value compared to carrying value, with fair value typically based on a discounted cash flow model. If an asset is still under development, future cash flows include remaining construction costs.

To estimate the undiscounted cash flows of our asset groups, we consider all potential cash flows scenarios, which are probability weighted based on management's estimates given current conditions. Determining the recoverability of our asset groups is judgmental in nature and requires the use of significant estimates and assumptions, including estimated cash flows, probability weighting of potential scenarios, costs to complete construction for assets under development, growth rates and future market conditions, among others. Future changes to our estimates and assumptions based upon changes in macro-economic factors, regulatory environments, operating results or management's intentions may result in future changes to the recoverability of our asset groups.

Gaming Assets under the Macao Concession

As we will continue to operate the Gaming Assets, as defined in "Item 8 — Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note 7 — Property and Equipment, Net," in the same manner as under the previous subconcession, obtain substantially all of the economic benefits and bear all of the risks arising from the use of these assets, as well as assuming VML will be successful in being awarded a new concession upon expiry of the current concession, we will continue to recognize these Gaming Assets as property and equipment over their remaining estimated useful lives.

Income Taxes

We are subject to income taxes in the U.S. (including federal and state) and numerous foreign jurisdictions in which we operate. We record income taxes under the asset and liability method, whereby deferred tax assets and liabilities are recognized based on the future tax consequences attributable to temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases, and attributable to operating loss and tax credit carryforwards.

Our foreign and U.S. tax rate differential reflects the fact that U.S. tax rates are higher than the statutory tax rates in Singapore and Macao of 17% and 12%, respectively. In August 2018, we received an exemption from Macao's corporate income tax on profits generated by the operation of casino games of chance for the period of January 1, 2019 through June 26, 2022. In September 2022, we received an additional extension of this exemption for the period June 27, 2022 through December 31, 2022. On February 5, 2024, the Macao government provided notice that VML and its peers would continue to receive this exemption for the period January 1, 2023 through December 31, 2027. We entered into an agreement with the Macao government in April 2019, effective through June 26, 2022, providing for payments as a substitution for a 12% tax otherwise due from VML shareholders on dividend distributions paid from VML gaming profits, namely a payment of 38 million patacas (approximately \$5 million at exchange rates in effect on December 31, 2023) for 2021 and a payment of 18 million patacas (approximately \$2 million at exchange rates in effect on December 31, 2023) for the period between January 1, 2022 through June 26, 2022. We are in discussions for a new shareholder dividend tax agreement with the Macao

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government, which would commence effective as of January 1, 2023. The effective income tax rate for the year ended December 31, 2023, reflects a continuation of the exemption from Macao's corporate income tax on profits generated by the operation of casino games of chance and a new shareholder dividend tax agreement.

Accounting standards regarding income taxes require a reduction of the carrying amounts of deferred tax assets by a valuation allowance, if based on the available evidence, it is "more-likely-than-not" such assets will not be realized. Accordingly, the need to establish valuation allowances for deferred tax assets is assessed at each reporting period based on a "more-likely-than-not" realization threshold. This assessment considers, among other matters, the nature, frequency and severity of current and cumulative losses, forecasts of future profitability, the duration of statutory carryforward periods, our experience with operating loss and tax credit carryforwards not expiring and tax planning strategies.

We recorded a valuation allowance on the net deferred tax assets of certain foreign jurisdictions of \$394 million and \$475 million as of December 31, 2023 and 2022, respectively, and a valuation allowance on certain U.S. foreign tax credit carryforwards of \$3.49 billion and \$3.61 billion as of December 31, 2023 and 2022, respectively. Management will reassess the realization of deferred tax assets each reporting period and consider the scheduled reversal of deferred tax liabilities, sources of taxable income and tax planning strategies. To the extent the financial results of these operations improve and it becomes "more-likely-than-not" the deferred tax assets are realizable, we will be able to reduce the valuation allowance in the period such determination is made, as appropriate.

Significant judgment is required in evaluating our tax positions and determining our provision for income taxes. During the ordinary course of business, there are many transactions for which the ultimate tax determination is uncertain. Accounting standards regarding uncertainty in income taxes provides a two-step approach to recognizing and measuring uncertain tax positions. The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates it is "more-likely-than-not" the position will be sustained on audit, including resolution of related appeals or litigation processes, if any. The second step is to measure the tax benefit as the largest amount that is more than 50% likely, based solely on the technical merits, of being sustained on examination. We recorded unrecognized tax benefits of \$141 million and \$136 million as of December 31, 2023 and 2022. We consider many factors when evaluating and estimating our tax positions and tax benefits, which may require periodic adjustments and for which actual outcomes may be different.

Our major tax jurisdictions are the U.S., Macao, and Singapore. We could be subject to examination for tax years beginning in 2019 in Macao and Singapore and tax years 2010 through 2015 and 2020 through 2022 in the U.S.

Recent Accounting Pronouncements

See related disclosure at "Item 8 — Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note 2 — Summary of Significant Accounting Policies — Recent Accounting Pronouncements."

ITEM 7A. — QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risk is the risk of loss arising from adverse changes in market rates and prices, such as interest rates, foreign currency exchange rates and commodity prices. Our primary exposures to market risk are interest rate risk associated with our long-term debt and foreign currency exchange rate risk associated with our operations outside the United States, which we may manage through the use of futures, options, caps, forward contracts and similar instruments. We do not hold or issue financial instruments for trading purposes and do not enter into derivative transactions that would be considered speculative positions.

As of December 31, 2023, the estimated fair value of our long-term debt was approximately \$13.53 billion, compared to its contractual value of \$14.09 billion. The estimated fair value of our long-term debt is based on recent trades, if available, and indicative pricing from market information (level 2 inputs). A hypothetical 100 basis point change in market rates would cause the fair value of our long-term debt to change by \$304 million. A hypothetical 100 basis point change in SOFR, HIBOR and SOR would cause our annual interest cost on our long-term debt to change by approximately \$29 million.

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Foreign currency transaction losses for the year ended December 31, 2023, were \$8 million primarily due to U.S. dollar denominated debt issued by SCL and by Singapore dollar denominated intercompany debt reported in U.S. dollars. We may be vulnerable to changes in the U.S. dollar/SGD and U.S. dollar/pataca exchange rates. Based on balances as of December 31, 2023, a hypothetical 10% weakening of the U.S. dollar/SGD exchange rate would cause a foreign currency transaction loss of approximately \$21 million and a hypothetical 1% weakening of the U.S. dollar/pataca exchange rate would cause a foreign currency transaction loss of approximately \$71 million (net of the impact from the foreign currency swap agreements). The pataca is pegged to the Hong Kong dollar and the Hong Kong dollar is pegged to the U.S. dollar (within a narrow range). We maintain a significant amount of our operating funds in the same currencies in which we have obligations thereby reducing our exposure to currency fluctuations.

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ITEM 8. — FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

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The financial information included in the financial statement schedule should be read in conjunction with the consolidated financial statements. All other financial statement schedules have been omitted because they are not applicable or the required information is included in the consolidated financial statements or the notes thereto.

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the stockholders and the Board of Directors of Las Vegas Sands Corp.:

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Las Vegas Sands Corp. and subsidiaries (the "Company") as of December 31, 2023 and 2022, the related consolidated statements of operations, comprehensive income (loss), equity, and cash flows, for each of the three years in the period ended December 31, 2023, and the related notes and the schedule listed in the Index at Item 15(a)(2) (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 7, 2024, expressed an unqualified opinion on the Company's internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Accounts Receivable, net - Provision for Expected Credit Losses on Casino Receivables - Refer to Notes 2 and 6 to the financial statements

Critical Audit Matter Description

The Company maintains a provision for expected credit losses on casino, hotel and mall receivables and regularly evaluates the balance. A substantial portion of the provision for credit losses relates to gross casino receivables. The Company records the provision for credit losses on casino receivables by applying standard reserve percentages to aged account balances, which are grouped based on shared credit risk characteristics and days past due. The reserve percentages are based on estimated loss rates supported by historical observed default rates over the

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expected life of the casino receivable and are adjusted for forward-looking information. The Company also specifically analyzes the collectability of each casino patron account with a balance over a specified dollar amount, based upon the age of the casino patron's account, the casino patron's financial condition, collection history, and any other known information and adjusts the aforementioned reserve with the results from the individual reserve analysis.

Auditing the provision of expected credit losses on casino receivables involved a high degree of auditor's subjectivity and an increased extent of effort related to the collectability of the casino patron accounts receivable, especially as it relates to management's judgments in evaluating the qualitative factors impacting the individual reserve adjustment.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures performed in testing management's judgments and estimates used to determine the provision for credit losses on casino receivables included the following, among others:

- We tested the operating effectiveness of controls over the granting of casino credit, controls over the collection processes, and management's review controls over the assessment of the collectability of casino receivables, including the quantitative and qualitative information used by management in those controls.
- Performed a retrospective analysis of historical reserves evaluating subsequent collections and write-offs.
- For a selection of casino receivables, we (1) obtained evidence related to payment history and correspondence with the casino patron, (2) evaluated management's use of qualitative and quantitative information in establishing a provision for expected credit losses on casino receivables, and (3) examined subsequent settlement, if any.

/s/ Deloitte & Touche LLP

Las Vegas, Nevada
February 7, 2024

We have served as the Company's auditor since 2013.

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the stockholders and the Board of Directors of Las Vegas Sands Corp.:

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Las Vegas Sands Corp. and subsidiaries (the "Company") as of December 31, 2023, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2023, of the Company and our report dated February 7, 2024, expressed an unqualified opinion on those financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Deloitte & Touche LLP

Las Vegas, Nevada
February 7, 2024

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**LAS VEGAS SANDS CORP. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS**

	December 31,	
	2023	2022
	(In millions, except par value)	
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 5,105	\$ 6,311
Accounts receivable, net of provision for credit losses of \$201 and \$217	484	267
Inventories	38	28
Prepaid expenses and other	150	138
Total current assets	5,777	6,744
Loan receivable	1,194	1,165
Property and equipment, net	11,439	11,451
Restricted cash	124	125
Deferred income taxes, net	121	131
Leasehold interests in land, net	2,249	2,128
Goodwill and intangible assets, net	398	64
Other assets, net	276	231
Total assets	\$ 21,778	\$ 22,039
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	\$ 167	\$ 89
Construction payables	146	189
Other accrued liabilities	1,948	1,458
Income taxes payable	261	135
Current maturities of long-term debt	1,900	2,031
Total current liabilities	4,422	3,902
Other long-term liabilities	936	382
Deferred income taxes	187	152
Long-term debt	12,129	13,947
Total liabilities	17,674	18,383
Commitments and contingencies (Note 17)		
Equity:		
Preferred stock, \$0.001 par value, 50 shares authorized, zero shares issued and outstanding	—	—
Common stock, \$0.001 par value, 1,000 shares authorized, 833 shares issued, 753 and 764 shares outstanding	1	1
Treasury stock, at cost, 80 and 69 shares	(4,991)	(4,481)
Capital in excess of par value	6,481	6,684
Accumulated other comprehensive income (loss)	27	(7)
Retained earnings	2,600	1,684
Total Las Vegas Sands Corp. stockholders' equity	4,118	3,881
Noncontrolling interests	(14)	(225)
Total equity	4,104	3,656
Total liabilities and equity	\$ 21,778	\$ 22,039

The accompanying notes are an integral part of these consolidated financial statements.

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS

	Year Ended December 31,		
	2023	2022	2021
	(In millions, except per share data)		
Revenues:			
Casino	\$ 7,522	\$ 2,627	\$ 2,892
Rooms	1,204	469	415
Food and beverage	584	301	199
Mall	767	580	649
Convention, retail and other	295	133	79
Net revenues	10,372	4,110	4,234
Operating expenses:			
Casino	4,152	1,792	2,068
Rooms	283	173	164
Food and beverage	481	319	244
Mall	88	73	65
Convention, retail and other	201	103	85
Provision for credit losses	4	15	3
General and administrative	1,107	936	831
Corporate	230	235	211
Pre-opening	15	13	19
Development	205	143	109
Depreciation and amortization	1,208	1,036	1,041
Amortization of leasehold interests in land	58	55	56
Loss on disposal or impairment of assets	27	9	27
	8,059	4,902	4,923
Operating income (loss)	2,313	(792)	(689)
Other income (expense):			
Interest income	288	116	4
Interest expense, net of amounts capitalized	(818)	(702)	(621)
Other expense	(8)	(9)	(31)
Loss on modification or early retirement of debt	—	—	(137)
Income (loss) from continuing operations before income taxes	1,775	(1,387)	(1,474)
Income tax (expense) benefit	(344)	(154)	5
Net income (loss) from continuing operations	1,431	(1,541)	(1,469)
Discontinued operations:			
Income from operations of discontinued operations, net of tax	—	46	193
Gain on disposal of discontinued operations, net of tax	—	2,861	—
Adjustment to gain on disposal of discontinued operations, net of tax	—	(9)	—
Income from discontinued operations, net of tax	—	2,898	193
Net income (loss)	1,431	1,357	(1,276)
Net (income) loss attributable to noncontrolling interests from continuing operations	(210)	475	315
Net income (loss) attributable to Las Vegas Sands Corp.	\$ 1,221	\$ 1,832	\$ (961)
Earnings (loss) per share - basic:			
Income (loss) from continuing operations	\$ 1.60	\$ (1.40)	\$ (1.51)
Income from discontinued operations, net of tax	—	3.80	0.25
Net income (loss) attributable to Las Vegas Sands Corp.	\$ 1.60	\$ 2.40	\$ (1.26)
Earnings (loss) per share - diluted:			
Income (loss) from continuing operations	\$ 1.60	\$ (1.40)	\$ (1.51)
Income from discontinued operations, net of tax	—	3.80	0.25
Net income (loss) attributable to Las Vegas Sands Corp.	\$ 1.60	\$ 2.40	\$ (1.26)
Weighted average shares outstanding:			
Basic	763	764	764
Diluted	765	764	764

The accompanying notes are an integral part of these consolidated financial statements.

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

	Year Ended December 31,		
	2023	2022	2021
		(In millions)	
Net income (loss)	\$ 1,431	\$ 1,357	\$ (1,276)
Currency translation adjustment	37	14	(51)
Cash flow hedge fair value adjustment	(3)	(3)	(4)
Total comprehensive income (loss)	1,465	1,368	(1,331)
Comprehensive (income) loss attributable to noncontrolling interests	(210)	479	319
Comprehensive income (loss) attributable to Las Vegas Sands Corp.	<u>\$ 1,255</u>	<u>\$ 1,847</u>	<u>\$ (1,012)</u>

The accompanying notes are an integral part of these consolidated financial statements.

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**LAS VEGAS SANDS CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF EQUITY**

Las Vegas Sands Corp. Stockholders' Equity							
Common Stock	Treasury Stock	Capital in Excess of Par Value	Accumulated Other Comprehensive Income (Loss)	Retained Earnings (Deficit)	Noncontrolling Interests	Total	
(In millions)							
Balance at January 1, 2021	\$ 1	\$ (4,481)	\$ 6,611	\$ 29	\$ 813	\$ 565	\$ 3,538
Net loss	—	—	—	—	(961)	(315)	(1,276)
Currency translation adjustment	—	—	—	(48)	—	(3)	(51)
Cash flow hedge fair value adjustment	—	—	—	(3)	—	(1)	(4)
Exercise of stock options	—	—	15	—	—	4	19
Stock-based compensation	—	—	20	—	—	2	22
Balance at December 31, 2021	1	(4,481)	6,646	(22)	(148)	252	3,248
Net income (loss)	—	—	—	—	1,832	(475)	1,357
Currency translation adjustment	—	—	—	17	—	(3)	14
Cash flow hedge fair value adjustment	—	—	—	(2)	—	(1)	(3)
Stock-based compensation	—	—	39	—	—	2	41
Tax withholding on vesting of equity awards	—	—	(1)	—	—	—	(1)
Balance at December 31, 2022	1	(4,481)	6,684	(7)	1,684	(225)	3,656
Net income	—	—	—	—	1,221	210	1,431
Currency translation adjustment	—	—	—	36	—	1	37
Cash flow hedge fair value adjustment	—	—	—	(2)	—	(1)	(3)
Exercise of stock options	—	—	4	—	—	—	4
Stock-based compensation	—	—	45	—	—	1	46
Tax withholding on vesting of equity awards	—	—	(2)	—	—	—	(2)
Repurchase of common stock	—	(510)	—	—	—	—	(510)
Forward contract for purchase of noncontrolling interest	—	—	(250)	—	—	—	(250)
Dividends declared (\$0.40 per share) (Note 13)	—	—	—	—	(305)	—	(305)
Balance at December 31, 2023	1	(4,991)	6,481	27	2,600	(14)	4,104

The accompanying notes are an integral part of these consolidated financial statements.

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year Ended December 31,		
	2023	2022	2021
	(In millions)		
Cash flows from operating activities from continuing operations:			
Net income (loss) from continuing operations	\$ 1,431	\$ (1,541)	\$ (1,469)
Adjustments to reconcile net income (loss) to net cash used in operating activities:			
Depreciation and amortization	1,208	1,036	1,041
Amortization of leasehold interests in land	58	55	56
Amortization of deferred financing costs and original issue discount	61	57	52
Change in fair value of derivative asset/liability	(1)	1	(1)
Paid-in-kind interest income	(30)	(15)	—
Loss on modification or early retirement of debt	—	—	137
Loss on disposal or impairment of assets	11	7	16
Stock-based compensation expense	44	39	22
Provision for credit losses	4	15	3
Foreign exchange (gain) loss	7	(10)	34
Deferred income taxes	44	(2)	(45)
Income tax impact related to gain on sale of Las Vegas Operations	—	(750)	—
Changes in operating assets and liabilities:			
Accounts receivable	(217)	(78)	43
Other assets	(50)	2	(5)
Accounts payable	76	11	(11)
Other liabilities	581	229	(116)
Net cash generated from (used in) operating activities from continuing operations	3,227	(944)	(243)
Cash flows from investing activities from continuing operations:			
Capital expenditures	(1,017)	(651)	(528)
Proceeds from disposal of property and equipment	3	9	7
Acquisition of intangible assets and other	(240)	(129)	(11)
Proceeds from loan receivable	—	50	—
Net cash used in investing activities from continuing operations	(1,254)	(721)	(832)
Cash flows from financing activities from continuing operations:			
Proceeds from exercise of stock options	4	—	19
Tax withholding on vesting of equity awards	(2)	(1)	—
Repurchase of common stock	(505)	—	—
Dividends paid	(305)	—	—
Proceeds from long-term debt	—	1,200	2,702
Repayments of long-term debt	(2,069)	(66)	(1,867)
Payments of financing costs	(32)	(11)	(38)
Unsettled forward contract for purchase of noncontrolling interest	(250)	—	—
Other	(29)	—	—
Make-whole premium on early extinguishment of debt	—	—	(131)
Transactions with discontinued operations	—	5,032	178
Net cash generated from (used in) financing activities from continuing operations	(3,188)	6,154	863
Cash flows from discontinued operations:			
Net cash generated from operating activities	—	149	258
Net cash generated from (used in) investing activities	—	4,883	(63)
Net cash provided to continuing operations and used in financing activities	—	(5,032)	(179)
Net cash generated from discontinued operations	—	—	16
Effect of exchange rate on cash, cash equivalents and restricted cash and cash equivalents	8	22	(16)
Increase/(decrease) in cash, cash equivalents and restricted cash and cash equivalents	(1,207)	4,511	(212)
Cash, cash equivalents and restricted cash and cash equivalents at beginning of year	6,436	1,925	2,137
Cash, cash equivalents and restricted cash and cash equivalents at end of year	5,229	6,436	1,925
Less: cash and cash equivalents at end of period for discontinued operations	—	—	(55)
Cash, cash equivalents and restricted cash and cash equivalents at end of period for continuing operations	\$ 5,229	\$ 6,436	\$ 1,870

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

	Year Ended December 31,		
	2023	2022	2021
	(In millions)		
Supplemental disclosure of cash flow information:			
Cash payments for interest, net of amounts capitalized	\$ 746	\$ 614	\$ 591
Cash payments for taxes, net of refunds	\$ 176	\$ 649	\$ 86
Changes in construction payables	\$ (43)	\$ (38)	\$ (109)

The accompanying notes are an integral part of these consolidated financial statements.

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**LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Note 1 — Organization and Business of Company

Las Vegas Sands Corp. (“LVSC” or together with its subsidiaries, the “Company”) is incorporated in Nevada and its common stock is traded on the New York Stock Exchange under the symbol “LVS.”

The ordinary shares of the Company’s subsidiary, Sands China Ltd. (“SCL,” the indirect owner and operator of the majority of the Company’s operations in the Macao Special Administrative Region (“Macao”) of the People’s Republic of China) are listed on The Main Board of The Stock Exchange of Hong Kong Limited. The shares were not, and will not be, registered under the Securities Act of 1933, as amended, and may not be offered or sold in the U.S. absent a registration under the Securities Act of 1933, as amended, or an applicable exception from such registration requirements.

Macao

From 2020 through the beginning of 2023, the Company’s operations in Macao were negatively impacted by the reduction in travel and tourism related to the COVID-19 pandemic. The Macao government’s policy regarding the management of COVID-19 and general travel restrictions was relaxed in late December 2022 and early January 2023. Since then, visitation to the Company’s Macao Integrated Resorts and operations has improved.

The Macao government announced total visitation from mainland China to Macao increased approximately 273.1% and decreased approximately 31.8%, during the year ended December 31, 2023, as compared to the same period in 2022 and 2019 (pre-pandemic), respectively. The Macao government also announced gross gaming revenue increased approximately 333.8% and decreased approximately 37.4%, during the year ended December 31, 2023, as compared to 2022 and 2019, respectively.

Singapore

From 2020 through early 2022, the Company’s operations in Singapore were negatively impacted by the reduction in travel and tourism related to the COVID-19 pandemic. However, the Vaccinated Travel Framework (“VTF”), launched in April 2022, facilitated the resumption of travel and had a positive impact on operations at Marina Bay Sands. During February 2023, all remaining COVID-19 border measures were lifted.

Visitation to Marina Bay Sands continues to improve since the travel restrictions have been lifted. The Singapore Tourism Board (“STB”) announced total visitation to Singapore increased from approximately 6.3 million in 2022 to 13.6 million for the year ended December 31, 2023, while visitation decreased 28.8% when compared to the same period in 2019.

Summary

The Company has a strong balance sheet and sufficient liquidity in place, including total unrestricted cash and cash equivalents of \$5.11 billion and access to \$1.50 billion, \$2.49 billion and \$446 million of available borrowing capacity from the LVSC Revolving Facility, 2018 SCL Revolving Facility and the 2012 Singapore Revolving Facility, respectively, as of December 31, 2023. The Company believes it is able to support continuing operations and complete its major construction projects that are underway.

Operations

The Company is a developer of destination properties (“Integrated Resorts”) that feature premium accommodations, world-class gaming, entertainment and retail malls, convention and exhibition facilities, celebrity chef restaurants and other amenities.

Macao

The Company currently owns 69.9% of SCL, which includes the operations of The Venetian Macao Resort Hotel (“The Venetian Macao”), The Londoner Macao, The Parisian Macao, The Plaza Macao and Four Seasons Hotel Macao, Cotai Strip (the “Four Seasons Macao”), Sands Macao and other ancillary operations that support these properties, as further discussed below. The Company operates the gaming areas within these properties pursuant to the 10-year concession agreement (the “Concession”), which expires on December 31, 2032.

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

The Venetian Macao anchors the Cotai Strip, the Company's master-planned development of Integrated Resorts on an area of approximately 140 acres in Macao. The Venetian Macao includes a 39-floor luxury hotel with 2,905 suites; approximately 503,000 square feet of gaming space and gaming support area; a 15,000-seat arena; an 1,800-seat theater; a mall with retail and dining space of approximately 948,000 square feet; and a convention center and meeting room complex of approximately 1.2 million square feet.

The Londoner Macao, our largest Integrated Resort on the Cotai Strip, is located across the street from The Venetian Macao, The Parisian Macao and The Plaza Macao and Four Seasons Macao. The Londoner Macao is the result of our renovation, expansion and rebranding of Sands Cotai Central, which included the addition of extensive thematic elements both externally and internally and was completed during 2022. The Londoner Macao presents a range of new attractions and features, including some of London's most recognizable landmarks, such as the Houses of Parliament and the Elizabeth Tower (commonly known as "Big Ben"), and interactive guest experiences. The Integrated Resort features four hotel towers. The first hotel tower consists of Londoner Court with 368 luxury suites and 400 rooms and suites under the St. Regis brand. The second hotel tower consists of 659 five-star rooms and suites under the Conrad brand and The Londoner Macao Hotel with 594 London-themed suites, including 14 exclusive Suites by David Beckham. The third hotel tower consists of 1,842 rooms and suites under the Sheraton brand. The fourth hotel tower consists of 2,126 rooms and suites under the Sheraton brand. Within The Londoner Macao, the Company also owns and currently operates approximately 400,000 square feet of gaming space and gaming support area; approximately 369,000 square feet of meeting space and approximately 612,000 square feet of retail space; a 6,000-seat arena; and a 1,701-seat theater, as well as entertainment and dining facilities.

The Parisian Macao is an Integrated Resort connected to The Venetian Macao and The Plaza Macao and Four Seasons Macao, which includes approximately 272,000 square feet of gaming space and gaming support area. The Parisian Macao also features 2,541 rooms and suites; approximately 296,000 square feet of retail and dining space; a meeting room complex of approximately 63,000 square feet; and a 1,200-seat theater.

The Plaza Macao and Four Seasons Macao features 360 rooms and suites managed and operated by FS Macao Lda. and is located adjacent and connected to The Venetian Macao. Within the Integrated Resort, the Plaza Casino features approximately 108,000 square feet of gaming space and gaming support area; 19 Paiza mansions; retail space of approximately 249,000 square feet, which is connected to the mall at The Venetian Macao; several food and beverage offerings; and conference, banquet and other facilities. The Grand Suites at Four Seasons features 289 luxury suites.

The Sands Macao, the first Las Vegas-style casino in Macao, offers approximately 176,000 square feet of gaming space and gaming support area and a 289-suite hotel tower, as well as several restaurants, VIP facilities, a theater and other high-end services and amenities.

Singapore

The Company owns and operates the Marina Bay Sands in Singapore, which opened with approximately 2,600 rooms and suites located in three 55-story hotel towers. The Company is currently undertaking extensive renovation work, which is expected to greatly enhance the positioning of the Company's suite product (see "Development Projects" for further information). Marina Bay Sands also features the Sands SkyPark (which sits atop the hotel towers and features an infinity swimming pool and several dining options), approximately 162,000 square feet of gaming space, an enclosed retail, dining and entertainment complex of approximately 800,000 net leasable square feet, a convention center and meeting room complex of approximately 1.2 million square feet, a theater and a landmark iconic structure at the bay-front promenade that contains an art/science museum. The Company announced an expansion project at Marina Bay Sands, as further described below.

Development Projects

The Company regularly evaluates opportunities to improve its product offerings, such as refreshing its meeting and convention facilities, suites and rooms, retail malls, restaurant and nightlife mix and its gaming areas, as well as other anticipated revenue generating additions to the Company's Integrated Resorts.

Macao

As part of the Concession entered into by Venetian Macau Limited ("VML," a subsidiary of Sands China Ltd.) and the Macao government, VML has a financial commitment to spend 30.24 billion patacas (approximately

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

\$3.76 billion at exchange rates in effect on December 31, 2023) through 2032 on both capital and operating projects, including 27.80 billion patacas (approximately \$3.45 billion at exchange rates in effect on December 31, 2023) in non-gaming projects that will also appeal to international visitors. Pursuant to the concession agreement, as Macao's annual gross gaming revenue exceeded 180 billion patacas (approximately \$22.36 billion at exchange rates in effect on December 31, 2023) for the year ended December 31, 2023, the Company is required to invest, or cause to be invested, an additional 5.56 billion patacas (approximately \$691 million at exchange rates in effect on December 31, 2023) in non-gaming investment projects by December 2032. As part of the investment, and subject to the approval of the Macao government, VML will dedicate resources to several key areas including:

- **MICE Facility Expansion.** The Company plans to expand its convention sector capabilities by constructing a state-of-the-art MICE facility. This new venue, encompassing roughly 18,000 square meters, will adjoin the Company's existing Venetian Macao exhibition center (the "Cotai Expo"). The Company's goal is to broaden its capacity for large-scale international events, which will be supported by enhanced organization and marketing strategies aimed at making Macao a preferred locale for global corporations' major gatherings.
- **Tropical Garden Redevelopment.** Le Jardin, located on the southern flank of The Londoner Macao, is to undergo a transformation into a distinctive garden-themed attraction spanning approximately 50,000 square meters. Featuring an iconic conservatory and an array of themed green spaces, this development is intended to become a celebrated Macao landmark that offers a compelling, year-round experience for both tourists and local residents.
- **Entertainment.** The Company's investment plan includes a broadening of the Company's entertainment and sporting event portfolio, which will include substantial upgrades to the Cotai Arena.

The Company has commenced work on Phase II of the Londoner Macao, which includes the renovation of the rooms in the Sheraton and Conrad hotel towers, an upgrade of the gaming areas and the addition of new attractions, dining, retail and entertainment offerings. These projects have a total estimated cost of \$1.2 billion and are expected to be substantially completed in early 2025.

Singapore

In April 2019, the Company's wholly owned subsidiary, Marina Bay Sands Pte. Ltd. ("MBS") and the STB entered into a development agreement (the "Second Development Agreement") pursuant to which MBS has agreed to construct a development, which will include a hotel tower with luxury rooms and suites, a rooftop attraction, convention and meeting facilities and a state-of-the-art live entertainment arena with approximately 15,000 seats (the "MBS Expansion Project").

The Second Development Agreement provides for a total minimum project cost of approximately 4.5 billion Singapore dollars ("SGD," approximately \$3.4 billion at exchange rates in effect on December 31, 2023). The estimated cost and timing of the total project will be updated as the Company completes design and begins construction. The Company expects the total project cost will materially exceed the amounts referenced above from April 2019 based on current market conditions due to inflation, higher material and labor costs and other factors. The Company has incurred approximately \$1.09 billion as of December 31, 2023, inclusive of the payment made in 2019 for the lease of the parcels of land underlying the MBS development project site.

On March 22, 2023, MBS and the STB entered into a supplemental agreement (the "Supplemental Agreement"), which further extended the construction commencement date to April 8, 2024 and the construction completion date to April 8, 2028, and allowed for changes to the construction and operation plans under the Second Development Agreement.

The Company amended its 2012 Singapore Credit Facility to provide for the financing of the development and construction costs, fees and other expenses related to the MBS Expansion Project pursuant to the Second Development Agreement. On September 7, 2021, the Company amended the 2012 Singapore Credit Facility, which, among other things, extended the deadline for delivering the construction cost estimate and the construction schedule for the MBS Expansion Project to March 31, 2022. As noted above, the Company is in the process of completing the design and reviewing the budget and timing of the MBS expansion due to various factors. As a result, the construction cost estimate and construction schedule were not delivered to the lenders by the extended

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deadline, and the Company will not be permitted to make further draws on the Singapore Delayed Draw Term Facility until these items are delivered. The Company does not anticipate material spend related to the MBS Expansion Project prior to the delivery of these items to lenders.

The Company is nearing completion of the renovation of Towers 1 and 2 of Marina Bay Sands. This renovation has introduced world class suites and other luxury amenities at a cost estimated at approximately \$1.0 billion upon completion. The Company also announced the next phase with the renovation of the Tower 3 hotel rooms into world class suites and other property changes at an estimated cost of approximately \$750 million with an expected completion by 2025. These renovations at Marina Bay Sands are substantially upgrading the overall guest experience for its premium customers, including new dining and retail experiences, and upgrading the casino floor, among other things. These projects are in addition to the previously announced plans for the MBS Expansion Project.

New York

On June 2, 2023, the Company acquired the Nassau Coliseum from Nassau Live Center, LLC and related entities, which included the right to lease the underlying land from the County of Nassau in the State of New York (the "Nassau Coliseum Transaction"). The Company purchased the Nassau Coliseum with the intent to obtain a casino license from the State of New York to develop and operate an Integrated Resort. There is no assurance the Company will be able to obtain such casino license.

Other

The Company continues to evaluate current development projects in each of its markets and pursue new development opportunities globally.

Note 2 — Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its wholly owned and majority-owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires the Company to make estimates and judgments that affect the reported amounts of assets and liabilities, revenues and expenses, and related disclosures of contingent assets and liabilities. Estimates are used for, but not limited to, income taxes, useful lives and impairment of property and equipment, valuation of acquired intangibles and goodwill, inventory valuation, collectability of receivables, and operating leases. These estimates and judgments are based on historical information, information currently available to the Company and on various other assumptions the Company believes to be reasonable under the circumstances. Actual results could vary from those estimates.

Cash and Cash Equivalents and Restricted Cash and Cash Equivalents

Cash and cash equivalents consist of cash and short-term investments with original maturities of three months or less. Such investments are carried at cost, which is a reasonable estimate of their fair value. Cash equivalents are placed with high credit quality financial institutions and include cash deposits, cash held in money market funds and U.S. Treasury Bills. Treasury Bills are held-to-maturity. Cash is considered restricted when withdrawal or general use is legally restricted. The Company determines current or noncurrent classification based on the expected duration of the restriction. The Company's restricted cash and cash equivalents includes amounts held in a separate cash deposit account as collateral for a bank guarantee and other amounts contractually reserved for various items. The estimated fair value of the Company's cash equivalents is based on level 1 inputs (quoted market prices in active markets).

Financial instruments that potentially subject the Company to concentrations of credit risk are primarily cash, cash equivalents and marketable securities. The Company maintains its cash and cash equivalent balances in the form of business checking accounts, money market accounts, cash deposits and U.S. Treasury Bills, the balances of

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

which, at times, may exceed insured limits. The Company seeks to reduce exposure to cash and cash equivalents credit risk by placing such deposits with major financial institutions and monitoring their credit ratings.

Accounts Receivable and Credit Risk

Accounts receivable is comprised of casino, hotel, mall and other receivables, which do not bear interest and are recorded at amortized cost. The Company extends credit to approved casino patrons following background checks and investigations of creditworthiness. Business or economic conditions, the legal enforceability of gaming debts, foreign currency control measures or other significant events in foreign countries could affect the collectability of receivables from patrons residing in these countries.

Accounts receivable primarily consists of casino receivables. Other than casino receivables, there is no other concentration of credit risk with respect to accounts receivable. The Company believes the concentration of its credit risk in casino receivables is mitigated substantially by its credit evaluation process, credit policies, credit control and collection procedures, and also believes there are no concentrations of credit risk for which a provision has not been established. Although management believes the provision is adequate, it is possible the estimated amount of cash collections with respect to accounts receivable could change.

Inventories

Inventories consist primarily of food, beverage, retail products and operating supplies, which are stated at the lower of cost or net realizable value. Cost is determined by the weighted average and specific identification methods.

Loan Receivable

Loan receivables are carried at the outstanding principal amount. A provision for credit loss on loan receivables is established when, based on current information and events, it is probable that the Company will be unable to collect all amounts due according to the contractual terms of the loan agreement. The Company determines this by considering several factors, including the credit risk and current financial condition of the borrower, the borrower's ability to pay current obligations, historical trends, and economic and market conditions. The Company performs a credit quality assessment on the loan receivable on a quarterly basis and reviews the need for an allowance under Financial Accounting Standards Board ("FASB") Accounting Standards Update No. 2016-13. The Company evaluates the extent and impact of any credit deterioration that could affect the performance and the value of the secured property, as well as the financial and operating capability of the borrower. The Company also evaluates and considers the overall economic environment, casino and hospitality industry and geographic sub-market in which the secured property is located.

Interest income is recorded on an accrual basis at the stated interest rate and is recorded in "Interest income" in the accompanying consolidated statements of operations.

Property and Equipment

Property and equipment are stated at cost, net of accumulated depreciation and amortization, and accumulated impairment losses, if any. Depreciation and amortization are provided on a straight-line basis over the estimated useful lives of the assets, which do not exceed the lease term for leasehold improvements, as follows:

Land improvements, building and building improvements	10 to 50 years
Furniture, fixtures and equipment	3 to 20 years
Leasehold improvements	3 to 15 years
Transportation	5 to 20 years

The estimated useful lives are based on the nature of the assets as well as current operating strategy and legal considerations, such as contractual life, and are periodically reviewed. Future events, such as property expansions, property developments, new competition or new regulations, could result in a change in the manner in which the Company uses certain assets requiring a change in the estimated useful lives of such assets.

Maintenance and repairs that neither materially add to the value of the asset nor appreciably prolong its life are charged to expense as incurred. Gains or losses on disposition of property and equipment are included in the consolidated statements of operations.

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

The Company evaluates its property and equipment and other long-lived assets for impairment in accordance with related accounting standards. For assets to be disposed of, the Company recognizes the asset to be sold at the lower of carrying value or fair value less costs of disposal. Fair value for assets to be disposed of is estimated based on comparable asset sales, solicited offers or a discounted cash flow model.

Fixed assets are reviewed for impairment whenever indicators of impairment exist. Determining the recoverability of the Company's asset groups is judgmental in nature and requires the use of significant estimates and assumptions, including estimated cash flows, probability weighting of potential scenarios, costs to complete construction for assets under development, growth rates and future market conditions, among others. Future changes to the Company's estimates and assumptions based upon changes in macro-economic factors, regulatory environments, operating results or management's intentions may result in future changes to the recoverability of these asset groups.

Gaming Assets under the Macao Concession

As the Company will continue to operate the Gaming Assets, as defined in "Note 7 — Property and Equipment, Net," in the same manner as under the previous subconcession, obtain substantially all of the economic benefits and bear all of the risks arising from the use of these assets, as well as assuming VML will be successful in being awarded a new concession upon expiry of the current concession, the Company will continue to recognize these Gaming Assets as property and equipment over their remaining estimated useful lives.

Leasehold Interests in Land

Leasehold interests in land represent payments for the use of land over an extended period of time. The leasehold interests in land are amortized on a straight-line basis over the expected term of the related lease agreements.

Goodwill

Goodwill represents the excess of the purchase price in a business combination over the fair value of the tangible and intangible assets acquired and the liabilities assumed. Goodwill is not amortized, but rather is subject to an annual impairment test. The Company tests goodwill for impairment annually, or more frequently if events or changes in circumstances indicate that this asset may be impaired. The Company's test of goodwill impairment starts with a qualitative assessment to determine whether it is necessary to perform a quantitative goodwill impairment test. If qualitative factors indicate that the fair value of the reporting unit is more likely than not less than its carrying amount, then a quantitative goodwill impairment test is performed. For the quantitative analysis, the Company compares the fair value of its reporting unit to its carrying value. If the estimated fair value exceeds its carrying amount, goodwill is considered not to be impaired and no additional steps are necessary. However, if the fair value of the reporting unit is less than its carrying amount, a goodwill impairment is recorded equal to the difference between the carrying amount of the reporting unit and its fair value, not to exceed the carrying amount of goodwill.

Intangible Assets other than Goodwill

The Company's intangible assets other than goodwill consist primarily of finite-lived intangible assets, including its Macao gaming concession and Singapore gaming license. Finite-lived intangible assets are amortized over the shorter of their contractual terms or estimated useful lives.

Leases

Management determines if a contract is, or contains, a lease at inception or modification of a contract. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period in exchange for consideration. Control over the use of the identified asset means the lessee has both (a) the right to obtain substantially all of the economic benefits from the use of the asset and (b) the right to direct the use of the asset.

Finance and operating lease right-of-use ("ROU") assets and liabilities are recognized based on the present value of future minimum lease payments over the expected lease term at commencement date. As the implicit rate is not determinable in most of the Company's leases, management uses the Company's incremental borrowing rate based on the information available at commencement date in determining the present value of future payments. The

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

expected lease terms include options to extend or terminate the lease when it is reasonably certain the Company will exercise such option. Lease expense for minimum lease payments is recognized on a straight-line basis over the expected lease term.

The Company's lease arrangements have lease and non-lease components. For leases in which the Company is the lessee, the Company accounts for the lease components and non-lease components as a single lease component for all classes of underlying assets (primarily real estate). Leases in which the Company is the lessor are substantially all accounted for as operating leases and the lease components and non-lease components are accounted for separately. Leases with an expected term of 12 months or less are not accounted for on the balance sheet and the related lease expense is recognized on a straight-line basis over the expected lease term.

Capitalized Interest and Internal Costs

Interest costs associated with major construction projects are capitalized and included in the cost of the projects. When no debt is incurred specifically for construction projects, interest is capitalized on amounts expended using the weighted average cost of the Company's outstanding borrowings. Capitalization of interest ceases when the project is substantially complete or construction activity is suspended for more than a brief period. During the years ended December 31, 2023, 2022 and 2021, the Company capitalized \$7 million, \$4 million and \$15 million, respectively, of interest expense.

During the years ended December 31, 2023, 2022 and 2021, the Company capitalized approximately \$53 million, \$42 million and \$49 million, respectively, of internal costs, consisting primarily of compensation expense for individuals directly involved with the development and construction of property and digital gaming software.

Deferred Financing Costs and Original Issue Discounts

Certain direct and incremental costs and discounts incurred in obtaining loans are capitalized and amortized to interest expense based on the terms of the related debt instruments using the effective interest method.

Revenue Recognition

Revenue from contracts with customers primarily consists of casino wagers, room sales, food and beverage transactions, rental income from the Company's mall tenants, convention sales and entertainment and ferry ticket sales. These contracts can be written, oral or implied by customary business practices.

Gross casino revenue is the aggregate of gaming wins and losses. The commissions rebated to gaming promoters and premium players for rolling play, cash discounts and other cash incentives to patrons related to gaming play are recorded as a reduction to gross casino revenue. Gaming contracts include a performance obligation to honor the patron's wager and typically include a performance obligation to provide a product or service to the patron on a complimentary basis to incentivize gaming or in exchange for points earned under the Company's loyalty programs.

For wagering contracts that include complimentary products and services provided by the Company to incentivize gaming, the Company allocates the relative stand-alone selling price of each product and service to the respective revenue type. Complimentary products or services provided under the Company's control and discretion, which are supplied by third parties, are recorded as an operating expense.

For wagering contracts that include products and services provided to a patron in exchange for points earned under the Company's loyalty programs, the Company allocates the estimated fair value of the points earned to the loyalty program liability. The loyalty program liability is a deferral of revenue until redemption occurs. Upon redemption of loyalty program points for Company-owned products and services, the stand-alone selling price of each product or service is allocated to the respective revenue type. For redemptions of points with third parties, the redemption amount is deducted from the loyalty program liability and paid directly to the third party. Any discounts received by the Company from the third party in connection with this transaction are recorded to other revenue.

After allocation to the other revenue types for products and services provided to patrons as part of a wagering contract, the residual amount is recorded to casino revenue as soon as the wager is settled. As all wagers have similar characteristics, the Company accounts for its gaming contracts collectively on a portfolio basis versus an individual basis.

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Hotel revenue recognition criteria are met at the time of occupancy. Food and beverage revenue recognition criteria are met at the time of service. Convention revenues are recognized when the related service is rendered or the event is held. Deposits for future hotel occupancy, convention space or food and beverage services contracts are recorded as deferred revenue until the revenue recognition criteria are met. Cancellation fees for convention contracts are recognized upon cancellation by the customer and are included in other revenues. Ferry and entertainment revenue recognition criteria are met at the completion of the ferry trip or event, respectively. Revenue from contracts with a combination of these services is allocated pro rata based on each service's relative stand-alone selling price.

Revenue from leases is primarily recorded to mall revenue and is generated from base rents and overage rents received through long-term leases with retail tenants. Base rent, adjusted for contractual escalations, is recognized on a straight-line basis over the term of the related lease. Overage rent is paid by a tenant when its sales exceed an agreed upon minimum amount and is not recognized by the Company until the threshold is met.

Contract and Contract Related Liabilities

The Company provides numerous products and services to its customers. There is often a timing difference between the cash payment by the customers and recognition of revenue for each of the associated performance obligations. The Company has the following main types of liabilities associated with contracts with customers: (1) outstanding chip liability, (2) loyalty program liability and (3) customer deposits and other deferred revenue for gaming and non-gaming products and services yet to be provided.

The outstanding chip liability represents the collective amounts owed to gaming promoters and patrons in exchange for gaming chips in their possession. Outstanding chips are expected to be recognized as revenue or redeemed for cash within one year of being purchased. The loyalty program liability represents a deferral of revenue until patron redemption of points earned. The loyalty program points are expected to be redeemed and recognized as revenue within one year of being earned. Customer deposits and other deferred revenue represent cash deposits made by customers for future services provided by the Company. With the exception of mall deposits, which typically extend beyond a year based on the terms of the lease, the majority of these customer deposits and other deferred revenue are expected to be recognized as revenue or refunded to the customer within one year of the date the deposit was recorded.

The following table summarizes the liability activity related to contracts with customers:

	Outstanding Chip Liability		Loyalty Program Liability		Customer Deposits and Other Deferred Revenue ⁽¹⁾	
	2023	2022	2023	2022	2023	2022
	(In millions)					
Balance at January 1	\$ 81	\$ 74	\$ 72	\$ 61	\$ 614	\$ 618
Balance at December 31	135	81	45	72	690	614
Increase (decrease)	\$ 54	\$ 7	\$ (27)	\$ 11	\$ 76	\$ (4)

(1) Of this amount, \$167 million, \$149 million and \$145 million as of December 31, 2023 and 2022 and January 1, 2022, respectively, relates to mall deposits that are accounted for based on lease terms usually greater than one year.

Gaming Taxes

The Company is subject to taxes based on gross gaming revenue in the jurisdictions in which it operates, subject to applicable jurisdictional adjustments. These gaming taxes, including the goods and services tax in Singapore, are an assessment on the Company's gaming revenue and are recorded as casino expense in the accompanying consolidated statements of operations. These taxes were \$3.06 billion, \$935 million and \$1.22 billion for the years ended December 31, 2023, 2022 and 2021, respectively.

Pre-Opening and Development Expenses

The Company accounts for costs incurred in the development and pre-opening phases of new ventures in accordance with accounting standards regarding start-up activities. Pre-opening expenses represent personnel and other costs incurred prior to the opening of new ventures and are expensed as incurred. Development expenses

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include the costs associated with the Company's evaluation and pursuit of new business opportunities, which are also expensed as incurred.

Advertising Costs

Costs for advertising are expensed the first time the advertising takes place or as incurred. Advertising costs included in the accompanying consolidated statements of operations were \$47 million, \$29 million and \$31 million for the years ended December 31, 2023, 2022 and 2021, respectively.

Corporate Expenses

Corporate expense represents payroll, travel, legal fees, professional fees and various other expenses not allocated or directly related to the Company's Integrated Resort operations and related ancillary operations.

Foreign Currency

The functional currency of most of our foreign subsidiaries is the local currency in which the subsidiary operates. Balance sheet accounts are translated at the exchange rate in effect at each balance sheet date and income statement accounts are translated at the average exchange rates during the year. Translation adjustments resulting from this process are recorded to other comprehensive income (loss).

Gains or losses from foreign currency remeasurements that arise from exchange rate fluctuations on transactions denominated in a currency other than the functional currency are included in "Other income (expense)."

Earnings (Loss) Per Share

The weighted average number of common and common equivalent shares used in the calculation of basic and diluted earnings (loss) per share consisted of the following:

	Year Ended December 31,		
	2023	2022	2021
	(In millions)		
Weighted average common shares outstanding (used in the calculation of basic earnings (loss) per share)	763	764	764
Potential dilution from stock options and restricted stock and stock units	2	—	—
Weighted average common and common equivalent shares (used in the calculation of diluted earnings (loss) per share)	765	764	764
Antidilutive stock options excluded from the calculation of diluted earnings (loss) per share	6	15	9

Stock-Based Compensation

Stock-based compensation cost is measured at the grant date, based on the calculated fair value of the award, and is recognized over the employee's requisite service period (generally the vesting period of the equity grant). The Company's stock-based compensation plans are more fully discussed in "Note 18 — Stock-Based Compensation."

Income Taxes

The Company is subject to income taxes in the U.S. (including federal and state) and numerous foreign jurisdictions in which it operates. The Company records income taxes under the asset and liability method, whereby deferred tax assets and liabilities are recognized based on the future tax consequences attributable to temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases, and attributable to operating loss and tax credit carryforwards.

Accounting standards regarding income taxes require a reduction of the carrying amounts of deferred tax assets by a valuation allowance, if based on the available evidence, it is "more-likely-than-not" such assets will not be realized. Accordingly, the need to establish valuation allowances for deferred tax assets is assessed at each reporting period based on a "more-likely-than-not" realization threshold. This assessment considers, among other matters, the nature, frequency and severity of current and cumulative losses, forecasts of future profitability, the duration of

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statutory carryforward periods, the Company's experience with operating loss and tax credit carryforwards not expiring and tax planning strategies.

Management will reassess the realization of deferred tax assets each reporting period and consider the scheduled reversal of deferred tax liabilities, sources of taxable income and tax planning strategies. To the extent the financial results of these operations improve and it becomes "more-likely-than-not" the deferred tax assets are realizable, the Company will be able to reduce the valuation allowance in the period such determination is made as appropriate.

Significant judgment is required in evaluating the Company's tax positions and determining its provision for income taxes. During the ordinary course of business, there are many transactions for which the ultimate tax determination is uncertain. The Company considers many factors when evaluating and estimating its tax positions and tax benefits, which may require periodic adjustments and for which actual outcomes may be different.

Fair Value Measurements

Under applicable accounting guidance, fair value is defined as the exit price, or the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. Applicable accounting guidance also establishes a valuation hierarchy for inputs in measuring fair value that maximizes the use of observable inputs (inputs market participants would use based on market data obtained from sources independent of the Company) and minimizes the use of unobservable inputs (inputs that reflect the Company's assumptions based upon the best information available in the circumstances) by requiring the most observable inputs be used when available. Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities. Level 2 inputs are quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, and inputs (other than quoted prices) that are observable for the assets or liabilities, either directly or indirectly. Level 3 inputs are unobservable inputs for the assets or liabilities. Categorization within the hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

Accounting for Derivative Instruments and Hedging Activities

Accounting standards require an entity to recognize all derivatives as either assets or liabilities in the balance sheet and measure those instruments at fair value. If specific conditions are met, a derivative may be designated as a hedge of specific financial exposures. The accounting for changes in fair value of a derivative depends on the intended use of the derivative and, if used in hedging activities, on its effectiveness as a hedge. In order to qualify for hedge accounting, the underlying hedged item must expose the Company to risks associated with market fluctuations and the financial instrument used must be designated as a hedge and must reduce the Company's exposure to market fluctuation throughout the hedge period.

Changes in market rates and prices, such as interest rates, foreign currency exchange rates and commodity prices, can impact the Company's results of operations. The Company's primary exposures to market risk are interest rate risk associated with long-term debt and foreign currency exchange rate risk associated with the Company's operations outside the United States. The Company has a policy aimed at managing interest rate risk associated with its current and anticipated future borrowings and foreign currency exchange rate risk associated with operations of its foreign subsidiaries. This policy enables the Company to use any combination of swaps, futures, options, caps, forward contracts and similar instruments. The Company does not hold or issue financial instruments for trading purposes and does not enter into derivative transactions that would be considered speculative positions.

Recent Accounting Pronouncements

The Company's management has evaluated all of the recently issued, but not yet effective, accounting standards that have been issued or proposed by the FASB or other standards-setting bodies through the filing date of these financial statements and does not believe the future adoption of any such pronouncements will have a material effect on the Company's financial position, results of operations and cash flows.

Note 3 — Discontinued Operations

On February 23, 2022, the Company completed the sale of its Las Vegas real property and operations, including The Venetian Resort Las Vegas and the Sands Expo and Convention Center (the “Las Vegas Operations”), (the “Closing”), to VICI Properties L.P. (“PropCo”) and Pioneer OpCo, LLC (“OpCo”) for an aggregate purchase price of approximately \$6.25 billion (the “Las Vegas Sale”). Under the terms of the agreements related to the Las Vegas Sale, OpCo acquired subsidiaries that hold the operating assets and liabilities of the Las Vegas Operations for approximately \$1.05 billion in cash, subject to certain post-closing adjustments, and \$1.20 billion in seller financing in the form of a six-year term loan credit and security agreement (the “Seller Financing Loan Agreement”) and PropCo acquired subsidiaries that hold the real estate and real estate-related assets of the Las Vegas Operations for approximately \$4.0 billion in cash.

Upon the Closing, the Company received approximately \$5.05 billion in cash proceeds, before transaction costs and working capital adjustments of \$77 million, and recognized a gain on disposal of \$3.60 billion, before income tax expense of \$750 million, during the year ended December 31, 2022.

As there is no continuing involvement between the Company and the Las Vegas Operations, the Company accounted for the transaction as a sale of a business. The Company concluded the Las Vegas Operations met the criteria for held for sale and discontinued operations beginning in the first quarter of 2021. As a result, the Las Vegas Operations is presented in the accompanying consolidated statements of operations and cash flows as a discontinued operation for all periods presented. The Company reported the operating results and cash flows related to the Las Vegas Operations through February 22, 2022.

Unless otherwise noted, amounts and disclosures throughout these Notes to Consolidated Financial Statements relate to the Company's continuing operations.

Contingent Lease Support Agreement

On February 23, 2022, in connection with the Closing, the Company and OpCo entered into a post-closing contingent lease support agreement (the “Contingent Lease Support Agreement”) pursuant to which, among other things, the Company may be required to make certain payments (“Support Payments”) to OpCo.

The Support Payments were payable on a monthly basis following the Closing through the year ended December 31, 2023, based upon the performance of the Las Vegas Operations relative to certain agreed upon target metrics and subject to quarterly and annual adjustments. On January 31, 2023, the Company received notice from OpCo that the Contingent Lease Support Agreement had terminated pursuant to its terms and that neither party would have any further liability or obligation thereunder. No Support Payments were made for the period post-Closing through the termination of the Contingent Lease Support Agreement.

Seller Financing Loan Agreement

At the Closing, the Company, as lender, OpCo, as borrower, the parent company of OpCo (“Holdings”) and certain subsidiaries of OpCo, as guarantors party thereto (collectively, and with Holdings, the “Guarantors” and, together with OpCo in its capacity as borrower, the “Loan Parties”), entered into the Seller Financing Loan Agreement. Refer to “Note 4 — Loan Receivable” for further information.

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Las Vegas Operations

The following table represents summarized income statement information of discontinued operations:

	Year Ended December 31,	
	2022 ⁽¹⁾	2021
Revenues:		
Casino	\$ 61	\$ 443
Rooms	78	454
Food and beverage	43	236
Convention, retail and other	46	138
Net revenues	228	1,271
Resort operations expenses	107	626
Provision for credit losses	3	13
General and administrative	55	342
Depreciation and amortization	—	25
Loss on disposal or impairment of assets	—	6
Operating income	63	259
Interest expense	(2)	(13)
Other income (expense)	(3)	1
Income from operations of discontinued operations	58	247
Gain on disposal of discontinued operations	3,611	—
Adjustment to gain on disposal of discontinued operations ⁽²⁾	(9)	—
Income from discontinued operations, before income tax	3,660	247
Income tax expense	(762)	(54)
Net income from discontinued operations presented in the statement of operations	\$ 2,898	\$ 193
Adjusted Property EBITDA	\$ 63	\$ 290

(1) Includes the Las Vegas Operations financial results for the period from January 1, 2022 through February 22, 2022.

(2) Primarily relates to the finalization of the working capital adjustment pursuant to the terms of the related agreements.

For the 53-day period ended February 22, 2022 and for the year ended December 31, 2021, the Company's Las Vegas Operations were classified as a discontinued operation held for sale. The Company applied the intraperiod tax allocation rules to allocate the provision for income taxes between continuing operations and discontinued operations using the "with and without" approach. The Company calculated income tax expense from all financial statement components (continuing and discontinued operations), the "with" computation, and compared that to the income tax expense attributable to continuing operations, the "without" computation. The difference between the "with" and "without" computations was allocated to discontinued operations.

The Company's effective income tax rate from discontinued operations was 20.8% for the year ended December 31, 2022. This compares to a 21.9% effective income tax rate from discontinued operations for the year ended December 31, 2021, which reflects the application of the "with and without" approach consistent with intraperiod tax allocation rules. The income tax on discontinued operations reflects a 21% corporate income tax rate on the Company's Las Vegas Operations. The cash income tax expense as if the discontinued operations was a standalone enterprise and a separate taxpayer was \$804 million. The Company filed a U.S. consolidated income tax return inclusive of the discontinued operations, which allowed the income from discontinued operations to utilize net operating loss carryforwards and operating losses from continuing operations, U.S. foreign tax credits and charitable contribution carryforwards. During 2022, the Company made U.S. cash tax payments inclusive of the gain on sale of the Las Vegas Operations totaling \$612 million.

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

Note 4 — Loan Receivable

Seller Financing Loan Agreement

On February 23, 2022, in conjunction with the Closing, the Company and the Loan Parties entered into the Seller Financing Loan Agreement. The Seller Financing Loan Agreement provides for a six-year senior secured term loan facility in an aggregate principal amount of \$1.20 billion (the "Seller Loan") at the date of the Closing. The Seller Loan is guaranteed by the Guarantors and secured by a first-priority lien on substantially all of the Loan Parties' assets (subject to customary exceptions and limitations), including a leasehold mortgage from OpCo over certain real estate that was sold to PropCo at the Closing and leased by OpCo.

The Seller Loan will bear interest at a rate equal to 1.50% per annum for the calendar years ending December 31, 2022 and 2023, and 4.25% per annum for each calendar year thereafter, subject to an increase of 1.00% per annum for any interest OpCo elects to pay by increasing the principal amount of the Seller Loan prior to January 1, 2024, and an increase of 1.50% per annum for any such election during the calendar year ending December 31, 2024. Any interest to be paid after December 31, 2024, will be paid in cash.

The Seller Financing Loan Agreement contains certain customary representations and warranties and covenants, subject to customary exceptions and thresholds. The Seller Financing Loan Agreement's negative covenants restrict the ability of the Loan Parties and their subsidiaries to, among other things, (i) incur debt, (ii) create certain liens on their assets, (iii) dispose of their assets, (iv) make investments or restricted payments, including dividends, (v) merge, liquidate, dissolve, change their business or consolidate with other entities and (vi) enter into affiliate transactions.

The Seller Financing Loan Agreement also contains customary events of default, including payment defaults, cross defaults to material debt, bankruptcy and insolvency, breaches of covenants and inaccuracy of representations and warranties, subject to customary grace periods. Upon an event of default, the Company may declare any then-outstanding amounts due and payable and exercise other customary remedies available to a secured lender.

Based on the Company's assessment of the credit quality of the loan receivable, the Company believes it will collect all contractual amounts due under the loan. Accordingly, no provision for credit losses on the loan receivable was established as of December 31, 2023.

Interest income is recorded on an accrual basis at the stated interest rate and is recorded in "Interest income" in the accompanying consolidated statements of operations. Interest income recognized on the loan was \$29 million and \$21 million during the years ended December 31, 2023 and 2022, respectively, and OpCo elected payment-in-kind for a portion of this interest, thereby increasing the principal amount by \$29 million and \$15 million for the years ended December 31, 2023 and 2022, respectively.

During the year ended December 31, 2023, PropCo made no principal payment toward the Seller Financing Loan Agreement and during year ended December 31, 2022, paid a principal amount of \$50 million.

Note 5 — Restricted Cash and Cash Equivalents

The Company's restricted cash and cash equivalents includes amounts held in a separate cash deposit account as collateral for a bank guarantee, as further described below.

On December 7, 2022, as required by the Macao concession, VML provided a bank guarantee in favor of the Macao government of 1.0 billion patacas (approximately \$125 million at exchange rates as defined in the bank guarantee contract) to secure the fulfillment of VML's performance of the statutory and contractual obligations under the concession contract. As stipulated in the bank guarantee contract, a minimum amount of 1.0 billion patacas, or \$125 million, is required to be held within a cash deposit account as collateral in order to secure the bank guarantee. Any amount in excess of the minimum amount can be withdrawn from the cash deposits. The bank guarantee will remain in effect until 180 days after the end of the term of the concession or the rescission of the concession and was classified as noncurrent restricted cash in the accompanying consolidated balance sheets.

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

Note 6 — Accounts Receivable, Net

Accounts receivable consists of the following:

	December 31,	
	2023	2022
	(In millions)	
Casino	\$ 483	\$ 341
Rooms	33	34
Mall	126	64
Other	43	45
	<u>685</u>	<u>484</u>
Less — provision for credit losses	(201)	(217)
	<u>\$ 484</u>	<u>\$ 267</u>

The following table shows the movement in the provision for credit losses recognized for accounts receivable that occurred during the period:

	December 31,	
	2023	2022
	(In millions)	
Balance at January 1	\$ 217	\$ 232
Current period provision for credit losses	4	15
Write-offs	(21)	(31)
Exchange rate impact	1	1
Balance at December 31	<u>\$ 201</u>	<u>\$ 217</u>

Note 7 — Property and Equipment, Net

Property and equipment consists of the following:

	December 31,	
	2023	2022
	(In millions)	
Land and improvements	\$ 393	\$ 450
Building and improvements	16,211	15,494
Furniture, fixtures, equipment and leasehold improvements	4,847	4,155
Transportation	504	482
Construction in progress	491	1,123
	<u>22,646</u>	<u>21,704</u>
Less — accumulated depreciation and amortization	(11,207)	(10,253)
	<u>\$ 11,439</u>	<u>\$ 11,451</u>

With the expiry of VML's subconcession on December 31, 2022, all of the casinos, gaming areas and respective supporting areas located in Sands Macao, The Venetian Macao, The Plaza Macao and Four Seasons Macao, The Londoner Macao and The Parisian Macao, with a total area of approximately 136,000 square meters (representing approximately 4.7% of the total property area of these entities) and gaming equipment (collectively referred to as the "Gaming Assets"), reverted to, and are now owned by the Macao government. Effective as of January 1, 2023, the Gaming Assets use has been temporarily transferred to VML by the Macao government for the duration of the Concession, in return for annual payments for the right to operate the Gaming Assets pursuant to the Handover Record (as defined below).

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

The Gaming Assets that reverted to the Macao government on December 31, 2022, and included in the above table, consisted of the following:

	December 31,
	2022
	(In millions)
Building and improvements	\$ 1,264
Furniture, fixtures, equipment and leasehold improvements	419
	1,683
Less — accumulated depreciation and amortization	(930)
	\$ 753

During the year ended December 31, 2023, the Company recognized a loss on disposal or impairment of assets of \$27 million, including \$14 million in Singapore primarily related to demolition costs and \$12 million in Macao primarily related to \$8 million in asset disposals at The Parisian Macao, and \$4 million related to demolition costs at the The Londoner Macao, The Plaza Macao and Four Seasons Macao. The \$9 million loss on disposal or impairment of assets for the year ended December 31, 2022, primarily related to \$4 million in asset disposals related to aircraft parts and \$3 million in asset disposals and demolition costs at The Londoner Macao, The Venetian Macao, Sands Macao and our corporate offices. The \$27 million of loss on disposal or impairment of assets for the year ended December 31, 2021, primarily related to asset disposals and demolition costs related to The Londoner Macao.

Depreciation expense was \$1.14 billion, \$1.01 billion and \$1.02 billion for the years ended December 31, 2023, 2022 and 2021, respectively.

Note 8 — Leasehold Interests in Land, Net

Leasehold interests in land consist of the following:

	December 31,	
	2023	2022
	(In millions)	
Marina Bay Sands	\$ 2,028	\$ 1,993
The Londoner Macao	290	293
The Venetian Macao	235	241
The Plaza Macao and Four Seasons Macao	105	106
The Parisian Macao	88	89
Sands Macao	35	36
Nassau County Coliseum	154	—
	2,935	2,758
Less — accumulated amortization	(686)	(630)
	\$ 2,249	\$ 2,128

The Company amortizes the leasehold interests in land on a straight-line basis over the expected term of the lease, which includes automatic extensions in Macao as discussed further below. Amortization expense of \$58 million, \$55 million and \$56 million was included in amortization of leasehold interests in land expense for the years ended December 31, 2023, 2022 and 2021, respectively. The estimated future amortization expense over the expected terms of our leasehold interests in land is approximately \$62 million for each of the five years in the period ending December 31, 2028 and \$2.09 billion thereafter at exchange rates in effect on December 31, 2023.

Land concessions in Macao generally have an initial term of 25 years with automatic extensions of 10 years thereafter in accordance with Macao law. The Company anticipates a useful life of 50 years related to the land concessions in Macao. The Company has received land concessions from the Macao government to build on the sites on which Sands Macao, The Venetian Macao, The Plaza Macao and Four Seasons Macao, The Londoner Macao and The Parisian Macao are located. The Company does not own these land sites in Macao; however, the land concessions grant the Company exclusive use of the land. As specified in the land concessions, the Company is

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

required to pay premiums for each parcel, as well as make annual rent payments in the amounts and at the times specified in the land concessions. The rent amounts may be revised every five years by the Macao government.

Land concessions in Singapore have an initial term of 60 years. The Company has received land concessions from the STB to build on the sites on which Marina Bay Sands and the future MBS Expansion Project are located. The Company does not own these land sites in Singapore; however, the land concessions grant the Company exclusive use of the land. As specified in the land concessions, the Company was required to prepay the premiums for each parcel.

The Nassau County Coliseum relates to the land lease that was obtained in conjunction with the acquisition of the Nassau Coliseum with a remaining lease term of 26 years. Refer to "Note 16 — Leases" for additional details.

Note 9 — Goodwill and Intangible Assets, Net

Goodwill and intangible assets consist of the following:

	December 31,	
	2023	2022
	(In millions)	
Amortizable intangible assets:		
Macao concession	\$ 497	\$ —
Marina Bay Sands gaming license	54	54
	551	54
Less — accumulated amortization	(81)	(12)
	470	42
Technology, software and other	25	12
Total amortizable intangible assets, net	495	54
Goodwill	103	10
Total goodwill and intangible assets, net	\$ 598	\$ 64

Macao Concession

On December 16, 2022, the Macao government announced the award of six definitive gaming concessions, one of which was awarded to VML, and on January 1, 2023, VML entered into a 10-year gaming concession contract with the Macao government (the "Concession"). Under the terms of the Concession, VML is required to pay the Macao government an annual gaming premium consisting of a fixed portion and a variable portion. The fixed portion of the premium is 30 million patacas (approximately \$4 million at exchange rates in effect on December 31, 2023). The variable portion is 300,000 patacas per gaming table reserved exclusively for certain types of games or players, 150,000 patacas per gaming table not so reserved (the mass rate) and 1,000 patacas per electrical or mechanical gaming machine, including slot machines (approximately \$37,274, \$18,637 and \$124, respectively, at exchange rates in effect on December 31, 2023).

On December 30, 2022, VML and certain other subsidiaries of the Company, confirmed and agreed to revert certain gaming equipment and gaming areas to the Macao government without compensation and free of any liens or charges in accordance with, and upon the expiry of, VML's subconcession. On the same day, VML and the Macao government entered into a handover record (the "Handover Record") granting VML the right to operate the reverted gaming equipment and gaming areas for the duration of the Concession in consideration for the payment of an annual fee. The annual fee is calculated based on a price per square meter of reverted gaming area, being 750 patacas per square meter in the first three years and 2,500 patacas per square meter in the subsequent seven years (approximately \$93 and \$311, respectively, at exchange rates in effect on December 31, 2023). The price per square meter used to determine the annual fee will be adjusted annually based on Macao's average price index of the corresponding preceding year. The Company paid \$13 million for the year ended December 31, 2023. The annual fee is estimated to be \$13 million for the next two years and \$42 million for the following seven years, subject to the aforementioned adjustment.

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

On January 1, 2023, the Company recognized an intangible asset and financial liability of 4.0 billion patacas (approximately \$497 million at exchange rates in effect on December 31, 2023), representing the right to operate the gaming equipment and the gaming areas, the right to conduct games of chance in Macao and the unconditional obligation to make payments under the Concession. This intangible asset comprises the contractually obligated annual payments of fixed and variable premiums, as well as fees associated with the above-described Handover Record. The contractually obligated annual variable premium payments associated with the intangible asset was determined using the maximum number of table games at the mass rate and the maximum number of gaming machines that VML is currently allowed to operate by the Macao government. In the accompanying consolidated balance sheet, the noncurrent portion of the financial liability is included in "Other long-term liabilities" and the current portion is included in "Other accrued liabilities." The intangible asset is being amortized on a straight-line basis over the period of the Concession, being ten years.

In April 2022, the Company paid SGD 72 million (approximately \$53 million at exchange rates in effect at the time of the transaction) to the Singapore Gambling Regulatory Authority (the "GRA") as part of the process to renew its gaming license at Marina Bay Sands. This license is being amortized over its term of three years, which expires in April 2025, and is renewable upon submitting an application, paying the applicable license fee and meeting the requirements as determined by the GRA.

Amortization expense for all intangible assets was \$67 million, \$17 million and \$18 million for the years ended December 31, 2023, 2022 and 2021, respectively. The estimated future amortization expense for all intangible assets is approximately \$68 million, \$55 million, \$50 million, \$50 million and \$50 million for the years ending December 31, 2024, 2025, 2026, 2027 and 2028, respectively, and \$199 million thereafter.

Nassau Coliseum

On June 2, 2023, the Company closed on its acquisition of the Nassau Coliseum, an entertainment arena in the State of New York. The Company paid an aggregate amount of \$241 million, consisting of \$221 million upon closing and a \$20 million deposit made in 2022. The purchase of the Nassau Coliseum, which continues to operate following the closing of the sale, primarily included the fixed assets related to the arena and the right to lease the underlying land from the owner, the County of Nassau in the State of New York. This transaction resulted in the recognition of \$92 million of goodwill. The Company purchased the Nassau Coliseum with the intent to obtain a casino license from the State of New York to develop and operate an Integrated Resort. There is no assurance the Company will be able to obtain such casino license.

Note 10 — Other Accrued Liabilities

Other accrued liabilities consist of the following:

	December 31,	
	2023	2022
	(In millions)	
Customer deposits	\$ 543	\$ 471
Payroll and related	370	316
Taxes and licenses	389	134
Accrued interest payable	184	189
Outstanding chip liability	135	81
Other accruals	327	267
	\$ 1,948	\$ 1,458

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

Note 11 — Derivative Instruments

During the year ended December 31, 2021, the Company entered into two foreign currency swap agreements. The objective of both agreements is to manage the risk of changes in cash flows resulting from foreign currency gains/losses realized upon remeasurement of U.S. dollar denominated SCL senior notes by swapping a specified amount of Hong Kong dollars for U.S. dollars at the contractual spot rate. The terms in one of the contracts did not effectively match the terms of the related SCL senior notes; thus, it was not designated as hedging (the "Non-Hedging Swap"). The remaining contract was designated as a hedge of the cash flows related to a portion of the SCL senior notes (the "Hedging Swap," and together with the Non-Hedging Swap, the "FX Swaps"). The Non-Hedging Swap had a total notional value of \$500 million and expired in August 2023 (the "2023 Swap"). The Hedging Swap has a total notional value of \$1.0 billion and expires in August 2025 (the "2025 Swap").

As of December 31, 2023 and 2022, the fair value of the 2025 Swap is recorded as a liability in "Other long-term liabilities." As of December 31, 2022, the fair value of the 2023 Swap is recorded as an asset in "Prepaid expenses and other." The fair value of the FX Swaps was estimated using Level 2 inputs from recently reported market transactions of foreign currency exchange rates. For the Hedging Swap, the changes in fair value of the derivative were recognized as other comprehensive income in the accompanying consolidated balance sheets. Additionally, the foreign currency gains/losses incurred from the remeasurement of the portion of the SCL senior notes being hedged were also recognized in other comprehensive income. For the Non-Hedging Swap the changes in fair value of the derivative were recorded in "Other income" in the accompanying consolidated statements of operations.

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

Note 12 — Long-Term Debt

Long-term debt consists of the following:

	December 31,	
	2023	2022
	(In millions)	
Corporate and U.S. Related⁽¹⁾:		
3.200% Senior Notes due 2024 (net of unamortized original issue discount and deferred financing costs of \$2 and \$5, respectively)	\$ 1,748	\$ 1,745
2.900% Senior Notes due 2025 (net of unamortized original issue discount and deferred financing costs of \$1 and \$2, respectively)	499	498
3.500% Senior Notes due 2026 (net of unamortized original issue discount and deferred financing costs of \$5 and \$7, respectively)	995	993
3.900% Senior Notes due 2029 (net of unamortized original issue discount and deferred financing costs of \$6)	744	744
Macao Related⁽²⁾:		
5.125% Senior Notes due 2025 (net of unamortized original issue discount and deferred financing costs of \$4 and \$7, respectively)	1,796	1,793
3.800% Senior Notes due 2026 (net of unamortized original issue discount and deferred financing costs of \$4 and \$5, respectively)	796	795
2.300% Senior Notes due 2027 (net of unamortized original issue discount and deferred financing cost of \$5 and \$6, respectively)	695	694
5.400% Senior Notes due 2028 (net of unamortized original issue discount and deferred financing costs of \$11 and \$13, respectively)	1,889	1,887
2.850% Senior Notes due 2029 (net of unamortized original issue discount and deferred financing cost of \$5 and \$6, respectively)	645	644
4.375% Senior Notes due 2030 (net of unamortized original issue discount and deferred financing costs of \$7 and \$8, respectively)	693	692
3.250% Senior Notes due 2031 (net of unamortized original issue discount and deferred financing cost of \$5)	595	595
2018 SCL Credit Facility — Revolving	—	1,958
Other ⁽²⁾	19	22
Singapore Related⁽¹⁾:		
2012 Singapore Credit Facility — Term (net of unamortized deferred financing costs of \$24 and \$33, respectively)	2,867	2,870
2012 Singapore Delayed Draw Term Facility	47	46
Other	1	2
	<u>14,029</u>	<u>15,978</u>
Less — current maturities	(1,900)	(2,031)
Total long-term debt	<u>\$ 12,129</u>	<u>\$ 13,947</u>

(1) Unamortized deferred financing costs of \$59 million and \$60 million as of December 31, 2023 and 2022, respectively, related to the Company's revolving credit facilities and the undrawn portion of the Singapore Delayed Draw Term Facility are included in "Other assets, net" and "Prepaid expenses and other" in the accompanying consolidated balance sheets.

(2) Includes finance leases related to Macao of \$18 million and \$21 million as of December 31, 2023 and 2022, respectively.

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

Corporate and U.S. Related Debt

LVSC Senior Notes

On July 31, 2019, LVSC issued, in a public offering, three series of senior unsecured notes in an aggregate principal amount of \$3.50 billion, consisting of \$1.75 billion of 3.200% Senior Notes due August 8, 2024 (the "2024 LVSC Senior Notes"), \$1.0 billion of 3.500% Senior Notes due August 18, 2026 (the "2026 LVSC Senior Notes") and \$750 million of 3.900% Senior Notes due August 8, 2029 (the "2029 LVSC Senior Notes"). A portion of the net proceeds from the offering was used to repay in full the outstanding borrowings under the 2013 U.S. Credit Facility.

On November 25, 2019, LVSC issued, in a public offering, a senior unsecured note in an aggregate principal amount of \$500 million of 2.900% Senior Notes due June 25, 2025 (the "2025 LVSC Senior Notes" and, together with the 2024 LVSC Senior Notes, 2026 LVSC Senior Notes and the 2029 LVSC Senior Notes, the "LVSC Senior Notes"). A portion of the net proceeds from the offering was used for general corporate purposes, including repurchases of shares of the Company's common stock.

There are no interim principal payments on the LVSC Senior Notes and interest is payable semi-annually in arrears on each February 8 and August 8 with respect to the 2024 LVSC Notes and 2029 LVSC Notes, on each February 18 and August 18 with respect to the 2026 Notes, and on each June 25 and December 25 with respect to the 2025 Notes.

The LVSC Senior Notes are senior unsecured obligations of LVSC. Each series of LVSC Senior Notes rank equally in right of payment with all of LVSC's other unsecured and unsubordinated obligations, if any. None of LVSC's subsidiaries guarantee the LVSC Senior Notes.

The LVSC Senior Notes were issued pursuant to an indenture, dated July 31, 2019, as amended with respect to each of the series of the LVSC Senior Notes (the "Indenture"), between LVSC and U.S. Bank National Association, as trustee. The Indenture contains covenants, subject to customary exceptions and qualifications, that limit the ability of LVSC and its subsidiaries to, among other things, incur liens, enter into sale and leaseback transactions and consolidate, merge, sell or otherwise dispose of all or substantially all of the Company's assets on a consolidated basis. The Indenture also provides for customary events of default.

LVSC Revolving Facility

On August 9, 2019, LVSC entered into a revolving credit agreement with the arrangers and lenders named therein and The Bank of Nova Scotia, as administrative agent for the lenders (the "LVSC Revolving Credit Agreement"), pursuant to which the lenders provided unsecured, revolving credit commitments to LVSC in an aggregate principal amount of \$1.50 billion (the "LVSC Revolving Facility"), which are available until August 9, 2024, and include a \$150 million sub-facility for letters of credit. LVSC may utilize the proceeds of the loans for general corporate purposes and working capital requirements of LVSC and its subsidiaries and any other purpose not prohibited by the LVSC Revolving Credit Agreement. As of December 31, 2023, the Company had \$1.50 billion of available borrowing capacity under the LVSC Revolving Facility, net of outstanding letters of credit.

The revolving loans bear interest at the Company's option, at either, an adjusted Eurodollar rate, plus an applicable margin ranging from 1.125% to 1.550% per annum, or at an alternative base rate, plus an applicable margin ranging from 0.125% to 0.550% per annum, in each case, based on LVSC's corporate family credit rating. As of December 31, 2023, the applicable margin for revolving loans with reference to an adjusted Eurodollar rate is 1.4% per annum and the applicable margin for revolving loans with reference to an alternative base rate is 0.4% per annum. LVSC is also required to pay a quarterly commitment fee on the undrawn portion of the LVSC Revolving Facility, which commitment fee ranges from 0.125% to 0.250% per annum, based on the LVSC's corporate family credit rating. As of December 31, 2023, the commitment fee is 0.200% per annum.

The LVSC Revolving Credit Agreement contains customary affirmative and negative covenants for facilities of this type, subject to customary exceptions and thresholds that limit the ability of (a) LVSC and its restricted subsidiaries to, among other things, (i) incur liens, (ii) enter into sale and leaseback transactions and (iii) sell, lease, sub-lease or otherwise dispose of any core facility (as defined in the LVSC Revolving Credit Agreement), (b) certain restricted subsidiaries of LVSC to incur indebtedness and (c) LVSC to merge, consolidate, liquidate or sell all or substantially all of its assets. The LVSC Revolving Credit Agreement also requires LVSC to maintain a maximum

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

consolidated leverage ratio of 4.0x as of the last day of each fiscal quarter. The LVSC Revolving Credit Agreement also contains customary events of default, including payment defaults, cross defaults to material debt, bankruptcy and insolvency, breaches of covenants and inaccuracy of representations and warranties, subject to customary grace periods.

On September 23, 2020, LVSC entered into an amendment agreement with lenders to the LVSC Revolving Credit Agreement. Pursuant to the amendment, the LVSC Revolving Credit Agreement was amended to (a) remove the requirement to maintain a maximum consolidated leverage ratio of 4.0x as of the last day of any fiscal quarter of LVSC during the period commencing on October 31, 2020, through and including December 31, 2021 (the "Relevant Period"); (b) include a requirement for LVSC to maintain a minimum liquidity of \$350 million as of the last day of each month during the Relevant Period; and (c) include a limitation on LVSC's ability to declare or pay any dividend or other distribution during the period commencing on the closing date of the amendment, through and including December 31, 2021, unless liquidity is greater than \$1.0 billion on a pro forma basis after giving effect to such dividend or distribution. Pursuant to the amendment, LVSC agreed to pay a customary fee to the lenders that consented.

On September 3, 2021, LVSC entered into amendment No. 2 (the "Second Amendment") with lenders to the LVSC Revolving Credit Agreement. Pursuant to the Second Amendment, the existing LVSC Revolving Credit Agreement was amended to (a) extend the period during which LVSC is not required to maintain a maximum consolidated leverage ratio of 4.0x as of the last day of any fiscal quarter to December 31, 2022; (b) extend the period during which LVSC is required to maintain a specified amount of minimum liquidity as of the last day of each month to December 31, 2022; (c) increase the minimum liquidity amount that LVSC is required to maintain until December 31, 2022 to \$700 million; and (d) extend the period during which LVSC is unable to declare or pay any dividend or other distribution, unless liquidity is greater than \$1.0 billion on a pro forma basis after giving effect to such dividend or distribution, to December 31, 2022. In addition, pursuant to the Second Amendment and subject to the satisfaction of certain conditions specified therein, the requisite lenders under the existing LVSC Revolving Credit Agreement consented to, and waived any applicable restrictions prohibiting, the consummation of the announced sale of the Las Vegas Operations. Pursuant to the Second Amendment, LVSC paid a customary fee to the lenders that consented.

On December 7, 2021, LVSC entered into amendment No. 3 (the "Third Amendment") with lenders to the LVSC Revolving Credit Agreement. Pursuant to the Third Amendment, the existing LVSC Revolving Credit Agreement was amended to update the terms therein that provide for a transition away from LIBOR as a benchmark interest rate and the replacement of LIBOR by a replacement benchmark interest rate or mechanism.

On January 30, 2023, LVSC entered into amendment No. 4 (the "Fourth Amendment") with lenders to the LVSC Revolving Credit Agreement. Pursuant to the Fourth Amendment, the existing LVSC Revolving Credit Agreement was amended to (a) determine consolidated adjusted EBITDA on a year-to-date annualized basis during the period commencing on the effective date and ending on and including December 31, 2023, as follows: (i) for the fiscal quarter ended March 31, 2023, consolidated adjusted EBITDA for such fiscal quarter multiplied by four, (ii) for the fiscal quarter ended June 30, 2023, consolidated adjusted EBITDA for such fiscal quarter and the immediately preceding fiscal quarter multiplied by two, and (iii) for the fiscal quarter ended September 30, 2023, consolidated adjusted EBITDA for such fiscal quarter and the two immediately preceding fiscal quarters, multiplied by four-thirds; (b) extend the period during which LVSC is required to maintain a specified amount of minimum liquidity as of the last day of each month to December 31, 2023; and (c) extend the period during which LVSC is unable to declare or pay any dividend or other distribution, unless liquidity is greater than \$1.0 billion on a pro forma basis after giving effect to such dividend or distribution, to December 31, 2023.

On June 30, 2023, LVSC entered into amendment No. 5 (the "Fifth Amendment") with lenders to the LVSC Revolving Credit Agreement. Pursuant to the Fifth Amendment, the existing LVSC Revolving Credit Agreement was amended to update the terms therein and provide for the adoption of the Secured Overnight Financing Rate ("SOFR") as the benchmark interest rate.

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

Macao Related Debt

SCL Senior Notes

On August 9, 2018, SCL issued, in a private offering, three series of senior unsecured notes in an aggregate principal amount of \$5.50 billion, consisting of \$1.80 billion of 4.600% Senior Notes due August 8, 2023 (the "2023 SCL Senior Notes"), \$1.80 billion of 5.125% Senior Notes due August 8, 2025 (the "2025 SCL Senior Notes") and \$1.90 billion of 5.400% Senior Notes due August 8, 2028 (the "2028 SCL Senior Notes"). A portion of the net proceeds from the offering was used to repay in full the outstanding borrowings under the 2016 VML Credit Facility. The 2023 SCL Senior Notes were redeemed during the year ended December 31, 2021, as noted below. There are no interim principal payments on the 2025 or 2028 SCL Senior Notes and interest is payable semi-annually in arrears on each February 8 and August 8, commencing on February 8, 2019.

On June 4, 2020, SCL issued, in a private offering, two series of senior unsecured notes in an aggregate principal amount of \$1.50 billion, consisting of \$800 million of 3.800% Senior Notes due January 8, 2026 (the "2026 SCL Senior Notes") and \$700 million of 4.375% Senior Notes due June 18, 2030 (the "2030 SCL Senior Notes"). The net proceeds from the offering were used for incremental liquidity and general corporate purposes. There are no interim principal payments on the 2026 or 2030 SCL Senior Notes and interest is payable semi-annually in arrears on January 8 and July 8, commencing on January 8, 2021, with respect to the 2026 SCL Senior Notes, and on June 18 and December 18, commencing on December 18, 2020, with respect to the 2030 SCL Senior Notes.

On September 23, 2021, SCL issued in a private offering three series of senior unsecured notes in an aggregate principal amount of \$1.95 billion, consisting of \$700 million of 2.300% Senior Notes due March 8, 2027 (the "2027 SCL Senior Notes"), \$650 million of 2.850% Senior Notes due March 8, 2029 (the "2029 SCL Senior Notes") and \$600 million of 3.250% Senior Notes due August 8, 2031 (the "2031 SCL Senior Notes" and, together with the 2023 SCL Senior Notes, 2025 SCL Senior Notes, 2026 SCL Senior Notes, 2027 SCL Senior Notes, 2028 SCL Senior Notes, 2029 SCL Senior Notes, 2030 SCL Senior Notes, the "SCL Senior Notes"). SCL used the net proceeds from the offering and cash on hand to redeem in full the outstanding principal amount of its \$1.80 billion 4.600% Senior Notes due 2023, any accrued interest and the associated make-whole premium as determined under the related senior notes indenture dated as of August 9, 2018.

The SCL Senior Notes are senior unsecured obligations of SCL. Each series of notes rank equally in right of payment with all of SCL's existing and future senior unsecured debt and will rank senior in right of payment to all of SCL's future subordinated debt, if any. The notes will be effectively subordinated in right of payment to all of SCL's future secured debt (to the extent of the value of the collateral securing such debt) and will be structurally subordinated to all of the liabilities of SCL's subsidiaries. None of SCL's subsidiaries guarantee the notes.

The 2023, 2025 and 2028 SCL Senior Notes were issued pursuant to an indenture, dated August 9, 2018 (the "2018 SCL Indenture"), the 2026 and 2030 SCL Senior Notes were issued pursuant to an indenture, dated June 4, 2020 (the "2020 SCL Indenture") and the 2027, 2029 and 2031 SCL Senior Notes were issued pursuant to an indenture, dated September 23, 2021 (the "2021 SCL Indenture"), between SCL and U.S. Bank National Association, as trustee. Upon the occurrence of certain events described in these indentures, the interest rate on the SCL senior notes may be adjusted. The indentures contain covenants, subject to customary exceptions and qualifications, that limit the ability of SCL and its subsidiaries to, among other things, incur liens, enter into sale and leaseback transactions and consolidate, merge, sell or otherwise dispose of all or substantially all of SCL's assets on a consolidated basis. The indentures also provide for customary events of default.

The cost associated with the early termination of the 4.600% Senior Notes due 2023, including the make-whole premium of \$131 million and \$6 million in unamortized original issue discount and deferred financing costs, was recorded as a loss on early retirement of debt in the consolidated statement of operations during the year ended December 31, 2021.

On February 16 and June 16, 2022, Standard & Poor's ("S&P") and Fitch, respectively, downgraded the credit rating for the Company and SCL to BB+. As a result of the downgrades, the coupon on each series of the outstanding SCL Senior Notes increased by 0.50% per annum, with a 0.25% per annum increase becoming effective on the first interest payment date after February 16, 2022 as it relates to the S&P downgrade and an additional 0.25% increase per annum after June 16, 2022 as it relates to the Fitch downgrade. The downgrade resulted in an

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increase of \$30 million and \$16 million in interest expense for the years ended December 31, 2023 and 2022, respectively. On July 26, 2023, S&P upgraded the credit rating for the Company and SCL to BBB-. On February 1, 2024, Fitch also upgraded the credit rating for the Company and SCL to BBB-. As a result of the upgrades, the coupon on each series of the outstanding SCL Senior Notes decreased by 0.25% per annum effective on the first interest payment date after July 26, 2023 as it relates to the S&P upgrade and 0.25% per annum effective on the first interest payment date after February 1, 2024, as it relates to the Fitch upgrade. The weighted average interest rate for the SCL Senior Notes was 4.8%, 4.6% and 4.7% for the years ended December 31, 2023, 2022 and 2021, respectively.

2018 SCL Credit Facility

On November 20, 2018, SCL entered into a facility agreement with the arrangers and lenders named therein and Bank of China Limited, Macau Branch, as agent for the lenders (the "2018 SCL Credit Facility"), pursuant to which the lenders made available a \$2.0 billion revolving unsecured credit facility to SCL (the "2018 SCL Revolving Facility"). The facility was available until July 31, 2023, prior to being extended to July 31, 2025, as noted below, and SCL may draw loans under the facility, which may consist of general revolving loans (consisting of a United States dollar component and a Hong Kong dollar component) or loans drawn under a swing-line loan sub-facility (denominated in either United States dollars or Hong Kong dollars). SCL may utilize the loans for general corporate purposes and working capital requirements of SCL and its subsidiaries.

Loans under the 2018 SCL Revolving Facility bear interest calculated by reference to (1) in the case of general revolving loans denominated in United States dollars, Secured Overnight Financing Rate ("SOFR"), (2) in the case of loans denominated in United States dollars drawn under the swing-line loan sub-facility, a United States dollar alternate base rate (determined by reference to, among other things, the United States dollar prime lending rate and the Federal Funds Effective Rate), (3) in the case of general revolving loans denominated in Hong Kong dollars, the Hong Kong Interbank Offered Rate ("HIBOR") or (4) in the case of loans denominated in Hong Kong dollars drawn under the swing-line loan sub-facility, a Hong Kong dollar alternate base rate (determined by reference to, among other things, the Hong Kong dollar prime lending rate), in each case, plus a margin that is determined by reference to the consolidated leverage ratio as defined in the 2018 SCL Credit Facility. The initial margin for general revolving loans is 2.0% per annum and the initial margin for loans drawn under the swing-line loan sub-facility is 1.0% per annum. SCL is also required to pay a commitment fee of 0.60% per annum on the undrawn amounts under the 2018 SCL Revolving Facility.

The 2018 SCL Credit Facility contains affirmative and negative covenants customary for similar unsecured financings, including, but not limited to, limitations on indebtedness secured by liens on principal properties and sale and leaseback transactions. The 2018 SCL Credit Facility also requires SCL to maintain a maximum ratio of total indebtedness to adjusted EBITDA of 4.0x throughout the life of the facility and a minimum ratio of adjusted EBITDA to net interest expense (including capitalized interest) of 2.5x throughout the life of the facility.

On March 27, 2020, SCL entered into a waiver and amendment request letter (the "Waiver Letter") with respect to certain provisions of the 2018 SCL Credit Facility, pursuant to which lenders (a) waived the requirements for SCL to comply with the requirements that SCL ensure the maximum consolidated leverage ratio does not exceed 4.0x and minimum consolidated interest coverage ratio of 2.5x for any quarterly period ending during the period beginning on, and including, January 1, 2020 and ending on, and including, July 1, 2021 (the "SCL Relevant Period") (other than with respect to the financial year ended on December 31, 2019); (b) waived any default that may arise as a result of any breach of said requirements during the SCL Relevant Period (other than with respect to the financial year ended on December 31, 2019); and (c) extended the period of time during which SCL may supply the agent with (i) its audited consolidated financial statements for the financial year ended on December 31, 2019, to April 30, 2020; and (ii) its audited consolidated financial statements for the financial year ending on December 31, 2020, to April 30, 2021. Pursuant to the Waiver Letter, SCL agreed to pay a customary fee to the lenders that consented.

On September 11, 2020, SCL entered into a waiver extension and amendment request letter (the "Waiver Extension Letter") with respect to certain provisions of the 2018 SCL Credit Facility, pursuant to which lenders agreed to (a) extend the SCL Relevant Period such that it ends on, and includes, January 1, 2022 instead of July 1, 2021; and (b) amend and restate the 2018 SCL Credit Facility in the form attached to the Waiver Extension Letter, which contains the following amendments: (1) it provides SCL with the option to increase the total borrowing

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capacity by an aggregate amount of up to \$1.0 billion; and (2) it imposes a restriction on the ability of SCL to declare or make any dividend payment or similar distribution at any time during the period from (and including) July 1, 2020 to (and including) January 1, 2022, if at such time (x) the total borrowing capacity exceeds \$2.0 billion by operation of the increase referred to above; and (y) the maximum consolidated leverage ratio is greater than 4.0x, unless, after giving effect to such payment, the sum of (i) the aggregate amount of cash and cash equivalents of SCL on such date; and (ii) the aggregate amount of the undrawn facility under the 2018 SCL Credit Facility and unused commitments under other credit facilities of SCL is greater than \$2.0 billion. Pursuant to the Waiver Extension Letter, SCL agreed to pay a customary fee to the lenders that consented.

On January 25, 2021, SCL entered into an agreement with lenders to increase commitments under the 2018 SCL Credit Facility by HKD 3.83 billion (approximately \$491 million at exchange rates in effect on December 31, 2021).

On July 7, 2021, SCL entered into a waiver extension and amendment request letter (the "Third Waiver Extension Letter") with respect to certain provisions of the 2018 SCL Credit Facility, pursuant to which lenders agreed to (a) extend by one year to (and including) January 1, 2023, the waiver period for the requirement for SCL to comply with the requirements that SCL ensure the consolidated leverage ratio does not exceed 4.0x and the consolidated interest coverage ratio is not less than 2.5x as at the last day of the financial quarter; (b) extend the period of time during which SCL may supply the agent with its audited consolidated financial statements for the financial year ending on December 31, 2021 to April 30, 2022; and (c) extend by one year to (and including) January 1, 2023, the period during which SCL's ability to declare or make any dividend payment or similar distribution is restricted if at such time (x) the Total Commitments (as defined in the 2018 SCL Credit Facility) exceed \$2.0 billion by SCL's exercise of the option to increase the Total Commitments by an aggregate amount of up to \$1.0 billion; and (y) the consolidated leverage ratio is greater than 4.0x, unless, after giving effect to such payment, the sum of (i) the aggregate amount of cash and cash equivalents of SCL on such date; and (ii) the aggregate amount of the undrawn facility under the 2018 SCL Credit Facility and unused commitments under other credit facilities of SCL is greater than \$2.0 billion. Pursuant to the Third Waiver Extension Letter, SCL paid a customary fee to the lenders that consented.

On November 30, 2022, SCL entered into a waiver extension and amendment request letter (the "Fourth Waiver Extension Letter") with respect to certain provisions of the 2018 SCL Credit Facility, pursuant to which lenders have (a) extended to (and including) July 31, 2023, the waiver period for the requirement for SCL to comply with the requirements that SCL ensure (a) the consolidated leverage ratio does not exceed 4.0x and the consolidated interest coverage ratio is not less than 2.5x as at the last day of the financial quarter; (b) extend to (and including) July 31, 2023, the period during which SCL's ability to declare or make any dividend payment or similar distribution is restricted if at such time (x) the Total Commitments (as defined in the 2018 SCL Credit Facility) exceed \$2.0 billion by SCL's exercise of the option to increase the Total Commitments by an aggregate amount of up to \$1.0 billion; and (y) the consolidated leverage ratio is greater than 4.0x, unless, after giving effect to such payment, the sum of (i) the aggregate amount of cash and cash equivalents of SCL on such date; and (ii) the aggregate amount of the undrawn facility under the 2018 SCL Credit Facility and unused commitments under other credit facilities of SCL is greater than \$2.0 billion; and (c) incorporated provisions to address the transition of LIBOR to a term SOFR reference rate. Pursuant to the Fourth Waiver Extension Letter, SCL paid a customary fee to the lenders that consented.

On May 11, 2023, SCL entered into an amended and restated facility agreement (the "A&R Facility Agreement") with respect to certain provisions of the 2018 SCL Credit Facility, pursuant to which lenders have (a) extended the termination date for the Hong Kong Dollar ("HKD") commitments and U.S. dollar commitments of the lenders that consented to the waivers and amendments in the A&R Facility Agreement (the "Extending Lenders") from July 31, 2023 to July 31, 2025; (b) extended to (and including) January 1, 2024, the waiver period for the requirement for SCL to comply with the requirements that SCL ensure (i) the consolidated leverage ratio does not exceed 4.0x and (ii) the consolidated interest coverage ratio is not less than 2.5x; (c) amended the definition of consolidated total debt such that it excludes any financial indebtedness that is subordinated and subject in right of payment to the prior payment in full of the A&R Facility Agreement (including the \$1.0 billion subordinated unsecured term loan facility made available by the Company to SCL); (d) amended the maximum permitted consolidated leverage ratio as of the last day of each of the financial quarters ending March 31, 2024, June 30, 2024, September 30, 2024, December 31, 2024, and subsequent financial quarters to be 6.25x, 5.5x, 5.0x, 4.5x, and 4.0x,

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respectively; and (e) extended to (and including) January 1, 2025, the period during which SCL's ability to declare or make any dividend payment or similar distribution is restricted if at such time (x) the Total Commitments (as defined in the A&R Facility Agreement) exceed \$2.0 billion by SCL's exercise of the option to increase the Total Commitments by an aggregate amount of up to \$1.0 billion and (y) the consolidated leverage ratio is greater than 4.0x, unless, after giving effect to such payment, the sum of (i) the aggregate amount of cash and cash equivalents of SCL on such date and (ii) the aggregate amount of the undrawn facility under the A&R Facility Agreement and unused commitments under other credit facilities of SCL is greater than \$2.0 billion. The amendments with respect to the extended commitments took effect on July 31, 2023. Pursuant to the A&R Facility Agreement, SCL paid a customary fee to the Extending Lenders that consented.

The Extending Lenders' HKD commitments total HKD 17.63 billion (approximately \$2.25 billion at exchange rates in effect on May 11, 2023) and U.S. dollar commitments total \$237 million, which together represent 100% of the total available commitments under the A&R Facility Agreement.

The 2018 SCL Credit Facility also contains certain events of default (some of which are subject to grace and remedy periods and materiality qualifiers), including, but not limited to, events relating to SCL's gaming operations and the loss or termination of certain land concession contracts.

During the year ended December 31, 2022, SCL drew down \$114 million and HKD 8.50 billion (approximately \$1.09 billion at exchange rates in effect on December 31, 2023) under the facility for general corporate purposes. The weighted average interest rate for the 2018 SCL Credit Facility was 6.3% and 4.3% for the years ended December 31, 2023 and 2022, respectively. As of December 31, 2023, SCL had \$2.49 billion of available borrowing capacity under the 2018 SCL Revolving Facility comprised of HKD commitments of HKD 17.63 billion (approximately \$2.26 billion at exchange rates in effect on December 31, 2023) and U.S. dollar commitments of \$237 million.

Singapore Related Debt

2012 Singapore Credit Facility

In June 2012, MBS entered into a SGD 5.10 billion (approximately \$3.86 billion at exchange rates in effect on December 31, 2023) credit agreement (the "2012 Singapore Credit Facility"), providing for a fully funded SGD 4.60 billion (approximately \$3.48 billion at exchange rates in effect on December 31, 2023) term loan (the "2012 Singapore Term Facility") and a SGD 500 million (approximately \$378 million at exchange rates in effect on December 31, 2023) revolving facility (the "2012 Singapore Revolving Facility") that was available until November 25, 2017 and extended to February 27, 2026, as noted below, which included a SGD 100 million (approximately \$76 million at exchange rates in effect on December 31, 2023) ancillary facility (the "2012 Singapore Ancillary Facility"). Borrowings under the 2012 Singapore Credit Facility were used to repay the outstanding balance under the previous Singapore credit facility.

During August 2014, MBS amended its 2012 Singapore Credit Facility, pursuant to which consenting lenders of borrowings under the 2012 Singapore Term Facility extended the maturity to August 28, 2020, and consenting lenders of borrowings under the 2012 Singapore Revolving Facility extended the maturity to February 28, 2020.

During March 2018, MBS amended its 2012 Singapore Credit Facility, which refinanced the facility in an aggregate amount of SGD 4.80 billion (approximately \$3.64 billion at exchange rates in effect on December 31, 2023), pursuant to which consenting lenders of borrowings under the 2012 Singapore Term Facility extended the maturity to March 29, 2024, and consenting lenders of borrowings under the 2012 Singapore Revolving Facility extended the maturity to September 29, 2023.

On August 30, 2019, MBS amended and restated its 2012 Singapore Credit Facility (the "Third Amendment and Restatement Agreement"). The Third Amendment and Restatement Agreement extended (a) the maturity date of the term loans under the 2012 Singapore Term Facility to August 31, 2026, and (b) the termination date of the revolving credit commitments under the 2012 Singapore Revolving Facility to February 27, 2026, and also increased the principal amount of revolving credit commitments by an additional SGD 250 million (approximately \$189 million at exchange rates in effect on December 31, 2023) for a total aggregate principal amount of SGD 750 million (approximately \$568 million at exchange rates in effect on December 31, 2023). As of December 31, 2023, MBS had SGD 589 million (approximately \$446 million at exchange rates in effect on December 31, 2023) of available

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borrowing capacity under the 2012 Singapore Revolving Facility, net of outstanding letters of credit, primarily consisting of a banker's guarantee in connection with the MBS Expansion Project for SGD 153 million (approximately \$116 million at exchange rates in effect on December 31, 2023).

Under the Third Amendment and Restatement Agreement, certain lenders committed to provide a new delayed draw term loan facility (the "Singapore Delayed Draw Term Facility") in an aggregate principal amount of SGD 3.75 billion (approximately \$2.84 billion at exchange rates in effect on December 31, 2023), which will be available to MBS until December 30, 2024, to finance costs associated with the MBS Expansion Project. The loans borrowed under the Singapore Delayed Draw Term Facility will mature on August 31, 2026. During the year ended December 31, 2020, MBS borrowed SGD 62 million (approximately \$46 million at exchange rates in effect at the time of the transaction) under the Singapore Delayed Draw Term Facility. As of December 31, 2023, SGD 3.69 billion (approximately \$2.79 billion at exchange rates in effect on December 31, 2023) remains available to be drawn under the Singapore Delayed Draw Term Facility once the construction cost estimate and construction schedule for the MBS Expansion Project are delivered to lenders.

The indebtedness under the 2012 Singapore Credit Facility is collateralized by a first-priority security interest in substantially all of MBS's assets, other than capital stock and similar ownership interests, certain furniture, fixtures and equipment and certain other excluded assets.

The term loans under the 2012 Singapore Term Facility are subject to interim quarterly amortization payments, beginning with the fiscal quarter ended December 31, 2019, in an amount equal to (i) until and including the fiscal quarter ending September 30, 2024, 0.5% of the principal amount outstanding on June 30, 2019 (the "Term Facility Restatement Date"), (ii) for the fiscal quarter ending December 31, 2024, 3.0% of the principal amount outstanding on the Term Facility Restatement Date, (iii) for the fiscal quarters ending March 31, 2025 through September 30, 2025, 5.0% of the principal amount outstanding on the Term Facility Restatement Date, and (iv) for the fiscal quarters ending December 31, 2025 through June 30, 2026, 18.0% of the principal amount outstanding on the Term Facility Restatement Date. On the maturity date of August 31, 2026, MBS is required to repay all remaining amounts outstanding on the Singapore Term Facility.

Loans under the Singapore Delayed Draw Term Facility are subject to interim quarterly amortization payments, beginning with the fiscal quarter ending March 31, 2025, in an amount equal to (i) until and including the fiscal quarter ending September 30, 2025, 5.0% of the principal amount outstanding on December 30, 2024 (the "Delayed Draw Term Facility Restatement Date"), and (ii) for each fiscal quarter from December 31, 2025, until and including June 30, 2026, 18.0% of the principal amount outstanding on the Delayed Draw Term Facility Restatement Date. On the maturity date of August 31, 2026, MBS is required to repay all remaining amounts outstanding on the Singapore Delayed Draw Term Facility.

Under the Third Amendment and Restatement Agreement, MBS must comply with a maximum consolidated leverage ratio of 4.5x on the last day of each fiscal quarter from August 30, 2019, until twelve months following the date on which a temporary occupation permit is issued with respect to the MBS Expansion Project. Thereafter, MBS must comply with a maximum consolidated leverage ratio of 4.0x as of the last day of each fiscal quarter through maturity.

On February 9, 2022, MBS entered into the Fourth Amendment and Restatement Agreement (the "Fourth Amendment Agreement") with DBS Bank Ltd., as agent and security trustee. The Fourth Amendment Agreement amended and restated the 2012 Singapore Credit Facility, to update the terms therein that provide for a transition away from the Swap Offer Rate ("SOR") as a benchmark interest rate and the replacement of SOR by a replacement benchmark interest rate or mechanism.

Under the Fourth Amendment Agreement, outstanding loans bear interest at the Singapore Overnight Rate Average ("SORA") with a credit spread adjustment of 0.19% per annum, plus an applicable margin ranging from 1.15% to 1.85% per annum, based on MBS's consolidated leverage ratio (estimated interest rate set at approximately 5.36% as of December 31, 2023). MBS pays a standby commitment fee of 35% to 40% of the spread per annum on all undrawn amounts under the 2012 Singapore Revolving Facility. The weighted average interest rate for the 2012 Singapore Credit Facility was 5.3%, 3.5% and 2.1% for the years ended December 31, 2023, 2022 and 2021, respectively.

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On June 18, 2020, MBS amended the existing 2012 Singapore Credit Facility (the "Amendment Letter"). The Amendment Letter (a) modifies the financial covenant provisions under the 2012 Singapore Credit Facility such that MBS will not have to comply with the leverage or interest coverage covenants for the financial quarters ending, and including, September 30, 2020 through, and including, December 31, 2021 (the "Waiver Period"); (b) extends to June 30, 2021, the deadline for delivering the construction costs estimate and the construction schedule for the MBS Expansion Project; and (c) permits MBS to make dividend payments during the Waiver Period of (i) an unlimited amount if the ratio of its debt to consolidated adjusted EBITDA is lower than or equal to 4.25x and (ii) up to SGD 500 million per fiscal year if the ratio of its debt to consolidated adjusted EBITDA is higher than 4.25x, subject to the additional requirements that (a) the aggregate amount of MBS's cash plus Facility B availability is greater than or equal to SGD 800 million immediately following such dividend payment and (b) MBS's interest coverage ratio is higher than 3.0x. Pursuant to the Amendment Letter, MBS agreed to pay a customary fee to the lenders that consented thereto.

On September 7, 2021, MBS further amended the existing 2012 Singapore Credit Facility (the "Second Amendment Letter"). The Second Amendment Letter (a) extends by one year to (and including) December 31, 2022, the waiver period for the requirement for MBS to comply with the financial covenant provisions under the 2012 Singapore Credit Facility such that MBS will not have to comply with the leverage or interest coverage covenants for the financial quarters ending, and including, September 30, 2021 through, and including, December 31, 2022 (the "Extended Waiver Period"); (b) extends to March 31, 2022, the deadline for delivering the construction cost estimate and the construction schedule for the MBS Expansion Project; and (c) permits MBS to make dividend payments during the Extended Waiver Period of (i) an unlimited amount if the ratio of its debt to consolidated adjusted EBITDA is lower than or equal to 4.25x and (ii) up to SGD 500 million per fiscal year if the ratio of its debt to consolidated adjusted EBITDA is higher than 4.25x, subject to the additional requirements that (a) the aggregate amount of MBS's cash plus Facility B availability is greater than or equal to SGD 800 million immediately following such dividend payment and (b) MBS's interest coverage ratio is higher than 3.0x. Pursuant to the Second Amendment Letter, MBS paid a customary fee to the lenders that consented. The Company is in the process of reviewing the budget and timing of the MBS expansion due to various factors. As a result, the construction cost estimate and construction schedule were not delivered to the lenders by the March 31, 2022 deadline. The Company does not anticipate material spend related to the MBS Expansion Project prior to the delivery of these items to the lenders.

Debt Covenant Compliance

As of December 31, 2023, management believes the Company was in compliance with all debt covenants. The Company amended its 2018 SCL Credit Facility to, among other things, waive SCL's requirement to comply with financial covenants through January 1, 2024, which include a maximum leverage ratio of total debt to trailing twelve-months adjusted earnings before interest, income taxes, depreciation and amortization, calculated in accordance with the A&R Facility Agreement.

Cash Flows from Financing Activities

Cash flows from financing activities related to long-term debt and finance lease obligations are as follows:

	Year Ended December 31,		
	2023	2022	2021
	(In millions)		
Proceeds from 2027, 2029 and 2031 SCL Senior Notes	\$ —	\$ —	\$ 1,946
Proceeds from 2018 SCL Credit Facility	—	1,200	756
	<u>\$ —</u>	<u>\$ 1,200</u>	<u>\$ 2,702</u>
Repayments on 2023 SCL Senior Notes	\$ —	\$ —	\$ (1,800)
Repayments on 2018 SCL Credit Facility	(1,948)	—	—
Repayments on 2012 Singapore Credit Facility	(62)	(60)	(62)
Repayments on Other Long-Term Debt	(59)	(6)	(5)
	<u>\$ (2,069)</u>	<u>\$ (66)</u>	<u>\$ (1,867)</u>

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Scheduled Maturities of Long-Term Debt

Maturities of long-term debt outstanding (excluding finance leases) as of December 31, 2023, are summarized as follows:

	Long-Term Debt (In millions)
2024	\$ 1,894
2025	3,358
2026	3,538
2027	700
2028	1,900
Thereafter	2,700
Total	\$ 14,090

Note 13 — Equity

Preferred Stock

The Company is authorized to issue up to 50,000,000 shares of preferred stock. The Company's Board of Directors is authorized, subject to limitations prescribed by Nevada law and the Company's articles of incorporation, to determine the terms and conditions of the preferred stock, including whether the shares of preferred stock will be issued in one or more series, the number of shares to be included in each series and the powers, designations, preferences and rights of the shares. The Company's Board of Directors also is authorized to designate any qualifications, limitations or restrictions on the shares without any further vote or action by the stockholders.

Common Stock

Dividends

In April 2020, the Company suspended the quarterly dividend program due to the impact of the COVID-19 pandemic and in August 2023, the dividend program was reinstated.

On August 16, 2023 and November 15, 2023, the Company paid a dividend of \$0.20 per common share as part of a regular cash dividend program. During the year ended December 31, 2023, the Company recorded \$305 million as a distribution against retained earnings.

In January 2024, the Company's Board of Directors declared a quarterly dividend of \$0.20 per common share (a total estimated to be approximately \$151 million) to be paid on February 14, 2024, to stockholders of record on February 6, 2024.

Share Repurchases

In June 2018, the Company's Board of Directors authorized the repurchase of \$2.50 billion of its outstanding common stock, which was to expire in November 2020. In October 2020, the Company's Board of Directors authorized the extension of the expiration date of the remaining repurchase amount of \$916 million to November 2022, and in October 2022, the Company's Board of Directors authorized the further extension of the expiration date of the remaining repurchase amount of \$916 million to November 2024. On October 16, 2023, the Company's Board of Directors authorized increasing the remaining share repurchase amount of \$916 million to \$2.0 billion and extending the expiration date from November 2024 to November 3, 2025. Repurchases of the Company's common stock are made at the Company's discretion in accordance with applicable federal securities laws in the open market or otherwise. The timing and actual number of shares to be repurchased in the future will depend on a variety of factors, including the Company's financial position, earnings, legal requirements, other investment opportunities and market conditions. During the year ended December 31, 2023, the Company repurchased 11,121,497 shares of its common stock for \$510 million (including commissions and \$5 million in excise tax) under the Company's current program and during the years ended December 31, 2022 and 2021, no shares of its common stock were repurchased. All share repurchases of the Company's common stock have been recorded as treasury stock in the accompanying balance sheets.

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Included in the 11,121,497 shares mentioned above, 5,783,021 shares were purchased pursuant to an underwriting agreement with Dr. Miriam Adelson and the Miriam Adelson Trust and several underwriters, in which the Company repurchased the shares from the underwriters at a price per share equal to the public offering price, less underwriting discounts and commissions. Refer to "Note 19 — Related Party Transactions."

Rollforward of Shares of Common Stock

A summary of the outstanding shares of common stock is as follows:

Balance as of January 1, 2021	763,842,938
Exercise of stock options	121,710
Issuance of restricted stock	25,104
Balance as of December 31, 2021	<u>763,989,752</u>
Issuance of restricted stock	46,448
Vesting of restricted stock units	211,083
Balance as of December 31, 2022	<u>764,247,283</u>
Exercise of stock options	77,856
Issuance of restricted stock	17,166
Vesting of restricted stock units	233,654
Forfeiture of restricted stock	(5,806)
Repurchase of common stock	(11,121,497)
Balance as of December 31, 2023	<u><u>753,448,656</u></u>

Noncontrolling Interests in SCL

Dividends

Subsequent to the February 21, 2020 dividend payment, SCL suspended its dividend payments as a result of the COVID-19 pandemic. SCL will assess the resumption of the dividend program at a time deemed appropriate after taking into account all facts and circumstances.

Prepayment to Purchase Noncontrolling Interest

On December 5, 2023, the Company's wholly owned subsidiary, Venetian Venture Development II ("VVDI II"), entered into a Master Confirmation and Supplemental Confirmation (collectively, the "Forward Purchase Agreement") with a financial institution (the "Dealer") relating to the purchase of the common stock of SCL (the "Forward Purchase Transaction").

Pursuant to the terms of the Forward Agreement, VVDI II made an up-front payment of HKD 1.95 billion (approximately \$250 million at exchange rates as of the date of the transaction) to the Dealer on December 6, 2023, (the "Maximum Notional Amount"), and the Dealer agreed to deliver to VVDI II shares of SCL's common stock in an amount up to the Maximum Notional Amount upon completion. The Maximum Notional Amount is subject to reduction to the extent the share price of SCL's common stock exceeds a cap amount set forth in the Forward Agreement (the "Cap Amount"). Once the up-front payment was made, VVDI II has no further obligation to provide any additional consideration to the Dealer.

The number of shares actually delivered to the Company by the Dealer will be based on the volume-weighted average share price of SCL's common stock during the term of the Forward Transaction subject to the Cap Amount, less an agreed discount.

All purchases under the Forward Purchase Transaction will be completed by June 2024 (the "Scheduled End Date"), although the exact date of completion will depend on whether the Dealer exercises its acceleration option under the Forward Agreement. The Forward Purchase Agreement contains provisions, whereby any unused portion of the Maximum Notional Amount by the Dealer be returned to VVDI II in the form of cash or be used to purchase additional shares of SCL's common stock in open market transactions, at VVDI II's election.

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The Company accounted for the Forward Purchase Agreement as a hybrid instrument consisting of a host contract, the prepayment amount of \$250 million, accounted for as a reduction to equity, and an embedded derivative with nominal fair value. As the embedded derivative had a nominal fair value, no derivative was recorded.

Note 14 — Income Taxes

Consolidated income (loss) before taxes and noncontrolling interests for domestic and foreign operations is as follows:

	Year Ended December 31,		
	2023	2022	2021
	(In millions)		
Foreign	\$ 1,889	\$ (1,090)	\$ (1,091)
Domestic	(114)	(297)	(383)
Total income (loss) from continuing operations before income taxes	<u>\$ 1,775</u>	<u>\$ (1,387)</u>	<u>\$ (1,474)</u>

The components of the income tax expense (benefit) from continuing operations are as follows:

	Year Ended December 31,		
	2023	2022	2021
	(In millions)		
Foreign:			
Current	\$ 261	\$ 136	\$ 32
Deferred	32	(21)	(12)
Federal:			
Current	39	20	8
Deferred	12	19	(33)
Total income tax expense (benefit)	<u>\$ 344</u>	<u>\$ 154</u>	<u>\$ (5)</u>

The reconciliation of the statutory federal income tax rate and the Company's effective tax rate for continuing operations is as follows:

	Year Ended December 31,		
	2023	2022	2021
Statutory federal income tax rate	21.0 %	(21.0)%	(21.0)%
Increase (decrease) in tax rate resulting from:			
Foreign and U.S. tax rate differential	(6.5)%	9.0 %	6.7 %
Tax exempt (income) loss of foreign subsidiary	(4.2)%	4.5 %	0.6 %
Change in valuation allowance	4.0 %	15.8 %	13.1 %
Other, net	5.1 %	2.8 %	0.3 %
Effective tax rate	<u>19.4 %</u>	<u>11.1 %</u>	<u>(0.3)%</u>

The Company's foreign and U.S. tax rate differential reflects the fact that the U.S. tax rate of 21% is higher than the statutory tax rates in Singapore and Macao of 17% and 12%, respectively.

The Company's operations in Macao are subject to a 12% statutory income tax rate, but in connection with the 35% gaming tax, VML and its peers received a corporate income tax exemption in Macao that exempted the Company from paying corporate income tax on profits generated by gaming operations through December 31, 2022. On February 5, 2024, the Macao government provided notice that VML and its peers would continue to receive this exemption for the period January 1, 2023 through December 31, 2027.

Additionally, in April 2019, the Company entered into a shareholder dividend tax agreement with the Macao government, effective through June 26, 2022, providing for payments as a substitution for a 12% tax otherwise due from VML shareholders on dividend distributions paid from VML gaming profits; namely an annual payment of 38

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million patacas (approximately \$5 million at exchange rates in effect on December 31, 2023) for 2021 and a payment of 18 million patacas (approximately \$2 million at exchange rates in effect on December 31, 2023) for the period between January 1, 2022 through June 26, 2022. The Company is in discussions for a new shareholder dividend tax agreement with the Macao government, which would commence effective as of January 1, 2023.

The effective income tax rate for the year ended December 31, 2023 reflects a continuation of the exemption from Macao's corporate income tax on profits generated by the operation of casino games of chance and a new shareholder dividend tax agreement. Consolidated net income attributable to LVSC would have been reduced by \$46 million and diluted earnings per share would have been reduced by \$0.06 per share for the year ended December 31, 2023 without the consideration of the income tax exemption in Macao. The VML gaming losses incurred during 2022 and 2021 did not generate a tax benefit because they were not subject to tax. In September 2013, the Company and the Internal Revenue Service entered into a Pre-Filing Agreement providing the Macao special gaming tax (35% of gross gaming revenue) qualifies as a tax paid in lieu of an income tax and could be claimed as a U.S. foreign tax credit.

The Inflation Reduction Act of 2022 ("IRA") was signed into law on August 16, 2022. The IRA contains numerous provisions including a 15% corporate alternative minimum tax ("CAMT") for certain large corporations that have at least an average of \$1 billion adjusted financial statement income over a consecutive three-year period effective in tax years beginning after December 31, 2022. Applicable corporations would be allowed to claim a credit for the corporate minimum tax paid against regular tax in future years. Based upon the Company's analysis of the IRA and subsequently released guidance, management does not expect the CAMT will have a material effect on our future cash flows and results of operations. The IRA also includes a 1% excise tax on corporate stock repurchases beginning January 1, 2023, which amounted to \$5 million during year ended December 31, 2023.

The primary tax affected components of the Company's net deferred tax liabilities are as follows:

	December 31,	
	2023	2022
	(In millions)	
Deferred tax assets:		
U.S. foreign tax credit carryforwards	\$ 3,575	\$ 3,720
Net operating loss carryforwards	401	481
Research and development	22	—
Stock-based compensation	18	17
Accrued expenses	12	9
Pre-opening expenses	5	—
Provision for credit losses	1	1
Other	3	14
	4,037	4,242
Less — valuation allowances	(3,879)	(4,083)
Total deferred tax assets	158	159
Deferred tax liabilities:		
Property and equipment	(219)	(174)
Prepaid expenses	(2)	(2)
Other	(3)	(4)
Total deferred tax liabilities	(224)	(180)
Deferred tax liabilities, net	\$ (66)	\$ (21)

The Company's U.S. foreign tax credit carryforwards were \$3.61 billion and \$3.76 billion as of December 31, 2023 and 2022, respectively, which expire beginning in 2024 and 2023, respectively. There was a valuation allowance of \$3.49 billion and \$3.61 billion as of December 31, 2023 and 2022, respectively, provided on certain U.S. foreign tax credit carryforwards, as the Company believes these assets do not meet the "more-likely-than-not" criteria for recognition. Net operating loss carryforwards for the Company's foreign subsidiaries were \$3.28 billion and \$3.96 billion as of December 31, 2023 and 2022, respectively, which expire beginning in 2024 and 2023,

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

respectively. There are valuation allowances of \$394 million and \$475 million as of December 31, 2023 and 2022, respectively, provided on the net deferred tax assets of certain foreign jurisdictions, as the Company believes these assets do not meet the “more-likely-than-not” criteria for recognition.

Undistributed earnings of subsidiaries are accounted for as a temporary difference, except deferred tax liabilities are not recorded for undistributed earnings of foreign subsidiaries deemed to be indefinitely reinvested in foreign jurisdictions. The Company does not consider current year's tax earnings and profits of its foreign subsidiaries to be indefinitely reinvested. Beginning with the year ended December 31, 2015, the Company's major foreign subsidiaries distributed, and may continue to distribute, earnings in excess of their current year's tax earnings and profits in order to meet the Company's liquidity needs. To the extent the Company has indefinitely reinvested earnings in foreign jurisdictions, it does not expect withholding taxes or other foreign income taxes to apply should these earnings be distributed in the form of dividends or otherwise.

A reconciliation of the beginning and ending amounts of unrecognized tax benefits, is as follows:

	December 31,		
	2023	2022	2021
	(In millions)		
Balance at the beginning of the year	\$ 136	\$ 136	\$ 131
Reductions to tax positions related to prior years	(3)	(15)	(4)
Additions to tax positions related to current year	8	15	9
Balance at the end of the year	<u>\$ 141</u>	<u>\$ 136</u>	<u>\$ 136</u>

As of December 31, 2023, 2022 and 2021, unrecognized tax benefits of \$36 million, \$36 million and \$57 million, respectively, were recorded as reductions to the U.S. foreign tax credit deferred tax asset. As of December 31, 2023, 2022 and 2021, unrecognized tax benefits of \$105 million, \$100 million and \$79 million, respectively, were recorded in “Other long-term liabilities.”

Included in the unrecognized tax benefit balance as of December 31, 2023, 2022 and 2021, are \$122 million, \$122 million and \$126 million, respectively, of uncertain tax benefits that would affect the effective income tax rate if recognized.

The Company's major tax jurisdictions are the U.S., Macao and Singapore. The Company could be subject to examination for tax years beginning in 2019 in Macao and Singapore and tax years 2010 through 2015 and 2020 through 2022 in the U.S. The Company believes it has adequately reserved and provided for its uncertain tax positions; however, there is no assurance the taxing authorities will not propose adjustments that are different from the Company's expected outcome and it could impact the provision for income taxes.

The Company recognizes interest and penalties, if any, related to unrecognized tax positions in the provision for income taxes in the accompanying consolidated statement of operations. Interest and penalties of \$19 million, \$13 million and \$10 million were accrued as of December 31, 2023, 2022 and 2021, respectively. The Company does not expect a significant increase or decrease in unrecognized tax benefits over the next twelve months.

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

Note 15 — Fair Value Disclosures

As of December 31, 2023 and 2022, the amounts of the Company's assets and liabilities that were accounted for at fair value were immaterial.

The following table presents the carrying amounts and estimated fair values of financial instruments held or issued by the Company as of December 31, 2023 and 2022, using available market information. Determining fair value is judgmental in nature and requires market assumptions and/or estimation methodologies. The table excludes cash, restricted cash, accounts receivables, net, and accounts payable, all of which had fair values approximating their carrying amounts due to the short maturities and liquidity of these instruments.

	December 31, 2023		
	Carrying Amount	Hierarchy Level	
		Level 1	Level 2
	(in millions)		
Assets:			
Cash equivalents			
Cash deposits	\$ 2,153	\$ 2,153	
Money market funds	52	52	
U.S. Treasury Bills	1,124	1,124	
Loan Receivable ⁽¹⁾	1,194		\$ 1,130
Liabilities:			
Long-term debt ⁽²⁾	14,090		13,526
	December 31, 2022		
	Carrying Amount	Hierarchy Level	
		Level 1	Level 2
	(in millions)		
Assets:			
Cash equivalents			
Cash deposits	\$ 3,249	\$ 3,249	
Money market funds	134	134	
Loan Receivable ⁽¹⁾	1,165		\$ 1,078
Liabilities:			
Long-term debt ⁽²⁾	16,060		15,140

(1) The fair value is estimated based on level 2 inputs and reflects the increase in market interest rates since finalizing the terms of the loan receivable at a fixed interest rate on March 2, 2021.

(2) The estimated fair value of our long-term debt is based on recent trades, if available, and indicative pricing from market information (level 2 inputs).

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

Note 16 — Leases

Lessee

The Company has operating and finance leases for various real estate (including leasehold interests in land) and equipment. Certain of these lease agreements include rental payments adjusted periodically for inflation, rental payments based on usage and rental payments contingent on certain events occurring. Certain of the Company's leases include options to extend the lease term by one month to 10 years. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

Nassau Coliseum

In conjunction with the Nassau Coliseum Transaction, the seller assigned their lease of the land on which the related assets, including the Nassau Coliseum and other improvements, are affixed (the "Original Lease") to the Company. Immediately following this assignment, the Company entered into a new land lease agreement with the County of Nassau (the "County") in the State of New York, for the use and exclusive right to develop and operate assets on the land (the "New Lease"); which commenced on June 2, 2023.

On April 18, 2023, Hofstra University ("Hofstra") filed a petition against the Nassau County Planning Commission (the "Planning Commission") in the New York Supreme Court, County of Nassau, asserting, among other things, that certain meetings held by the Planning Commission concerning the New Lease and certain related transactions were not properly noticed and/or held, and that appropriate materials concerning the meetings were not made available to the public by the Planning Commission in connection with the meetings. On May 31, 2023, Hofstra filed an amended petition that, among other things, added additional respondents and sought to invalidate certain votes held by the County and the Nassau County Legislature. The Company is not a party to these proceedings.

In a decision and order dated November 9, 2023, the Court annulled various votes held by the Nassau County Legislature, annulled the New Lease and remitted the matter to the Planning Commission and the Nassau County Legislature to conduct a proper public hearing in accordance with all relevant statutes and rules, including the Nassau County Administrative Code and the Open Meetings law and for the issuance of a positive declaration pursuant to the New York State Environmental Quality Review Act and for the preparation of an Environmental Impact Statement. On November 10, 2023, the respondents appealed the decision and order and on November 21, 2023, Hofstra cross-appealed. On December 13, 2023, the Appellate Division: Second Judicial Department denied respondents' motion to stay enforcement of the decision and order pending the appeal, but granted a calendar preference, indicating that the appeal will be calendared expeditiously after all briefs have been filed. With the invalidation of the New Lease noted above, the Company became the lessee in the Original Lease. This was accounted for as a lease modification on December 14, 2023. Prior to the invalidation of the New Lease, the Company made the required lease payments, including a one-time rent payment of \$54 million made under the finance lease liability included in cash flows used in financing activities. On January 29, 2024, Hofstra filed a motion seeking a declaration that the Court's prior order included the annulment of Nassau County's consent and the putative assignment to the Company of the Original Lease.

The Original Lease was accounted for as an operating lease and includes approximately 61 acres of land and a remaining lease term of 26 years. The Company is required to make annual rent payments in the amounts and at the times specified in the Original Lease. As of December 31, 2023, the operating lease ROU asset and lease liability were \$153 million and \$79 million, respectively. Refer to "Note 9 — Goodwill and Intangible Assets, Net" for further details on this transaction.

In the accompanying consolidated balance sheet, the Original Lease ROU asset is included in "Leasehold interests in land, net" and the noncurrent portion of the related lease liability is included in "Other long-term liabilities."

The Original Lease future minimum lease payments are \$4 million for the year ending December 31, 2024, \$5 million for each of the years ending December 31, 2025 through 2028, and \$124 million thereafter.

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

Lessee Disclosures

Leases recorded on the balance sheet consist of the following (excluding the leasehold interests in land assets; see "Note 8 — Leasehold Interests in Land, Net"):

Leases	Classification on the Balance Sheet	December 31,	
		2023	2022
(In millions)			
Assets			
Operating lease ROU assets	Other assets, net	\$ 53	\$ 23
Finance lease ROU assets	Property and equipment, net ⁽¹⁾	\$ 5	\$ 10
Liabilities			
Current			
Operating	Other accrued liabilities	\$ 19	\$ 13
Finance	Current maturities of long-term debt	\$ 9	\$ 8
Noncurrent			
Operating	Other long-term liabilities	\$ 252	\$ 157
Finance	Long-term debt	\$ 9	\$ 13

(1) Finance lease ROU assets are recorded net of accumulated depreciation of \$23 million and \$26 million as of December 31, 2023 and 2022, respectively.

Other information related to lease term and discount rate is as follows:

	December 31,	
	2023	2022
Weighted Average Remaining Lease Term		
Operating leases	26.6 years	32.0 years
Finance leases	2.1 years	2.5 years
Weighted Average Discount Rate		
Operating leases	5.0 %	4.9 %
Finance leases	6.3 %	4.9 %

The components of lease expense are as follows:

	December 31,		
	2023	2022	2021
(In millions)			
Operating lease cost:			
Amortization of leasehold interests in land	\$ 56	\$ 55	\$ 56
Operating lease cost	14	21	14
Short-term lease cost	5	4	1
Variable lease cost	11	2	2
Finance lease cost:			
Amortization of leasehold interests in land	2	—	—
Amortization of ROU assets	4	5	8
Interest on lease liabilities	6	1	1
Total lease cost	\$ 98	\$ 88	\$ 82

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Supplemental cash flow information related to leases is as follows:

	December 31,		
	2023	2022	2021
	(In millions)		
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows for operating leases	\$ 17	\$ 14	\$ 16
Financing cash flows for finance leases	\$ 57	\$ 4	\$ 5
Right-of-use assets obtained in exchange for lease liabilities:			
Operating leases	\$ 194	\$ 8	\$ 10
Finance leases	\$ 1	\$ 1	\$ 9

As of December 31, 2023, the Company has short-term lease commitments of \$37 million.

Maturities of lease liabilities are summarized as follows:

	Operating Leases	Finance Leases
	(In millions)	
Year ending December 31,		
2024	\$ 26	\$ 10
2025	20	8
2026	19	1
2027	18	—
2028	16	—
Thereafter	408	—
Total future minimum lease payments	507	19
Less — amount representing interest	(236)	(1)
Present value of future minimum lease payments	271	18
Less — current lease obligations	(19)	(9)
Long-term lease obligations	<u>\$ 252</u>	<u>\$ 9</u>

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

Lessor

The Company leases space at several of its Integrated Resorts to various third parties as part of its mall operations that are recorded within mall revenues, as well as restaurant and retail space that are recorded within convention, retail and other revenues. These leases are non-cancelable operating leases with remaining lease periods that vary from one month to 20 years. The leases include minimum base rents with escalated contingent rent clauses.

Lease revenue consists of the following:

	Year Ended December 31,					
	2023		2022		2021	
	Mall	Other	Mall	Other	Mall	Other
	(In millions)					
Minimum rents	\$ 503	\$ 1	\$ 484	\$ 1	\$ 505	\$ 1
Overage rents	166	—	78	—	115	—
Rent concessions ⁽¹⁾	—	—	(70)	—	(65)	—
Other ⁽²⁾	—	—	—	—	6	—
Total overage rents and rent concessions	166	—	8	—	56	—
	<u>\$ 669</u>	<u>\$ 1</u>	<u>\$ 492</u>	<u>\$ 1</u>	<u>\$ 561</u>	<u>\$ 1</u>

- (1) Rent concessions were provided to tenants during the years ended December 31, 2022 and 2021 as a result of the COVID-19 pandemic and the impact on mall operations.
- (2) Amount related to a grant provided by the Singapore government to lessors to support small and medium enterprises impacted by the COVID-19 pandemic in connection with their rent obligations.

Future minimum rentals (excluding the escalated contingent rent clauses) on non-cancelable leases are as follows:

Year ending December 31,	Mall	Other
	(In millions)	
2024	\$ 497	\$ 1
2025	370	—
2026	295	—
2027	239	—
2028	186	—
Thereafter	225	—
Total minimum future rentals	<u>\$ 1,812</u>	<u>\$ 1</u>

The cost and accumulated depreciation of property and equipment the Company is leasing to third parties is as follows:

	December 31,	
	2023	2022
	(In millions)	
Property and equipment, at cost	\$ 1,573	\$ 1,554
Accumulated depreciation	(773)	(711)
Property and equipment, net	<u>\$ 800</u>	<u>\$ 843</u>

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

Note 17 — Commitments and Contingencies

Litigation

The Company is involved in other litigation in addition to those noted below, arising in the normal course of business. Management has made certain estimates for potential litigation costs based upon consultation with legal counsel. Actual results could differ from these estimates; however, in the opinion of management, such litigation and claims will not have a material effect on the Company's financial condition, results of operations and cash flows.

Asian American Entertainment Corporation, Limited v. Venetian Macau Limited, et al.

On January 19, 2012, Asian American Entertainment Corporation, Limited ("AAEC" or "Plaintiff") filed a claim with the Macao First Instance Court against VML, LVS (Nevada) International Holdings, Inc. ("LVS (Nevada)"), Las Vegas Sands, LLC ("LVSLLC") and Venetian Casino Resort ("VCR") (collectively, the "Defendants") for 3.0 billion patacas (approximately \$373 million at exchange rates in effect on December 31, 2023), which alleges a breach of agreements entered into between AAEC and LVS (Nevada), LVSLLC and VCR (collectively, the "U.S. Defendants") for their joint presentation of a bid in response to the public tender held by the Macao government for the award of gaming concessions at the end of 2001.

On March 24, 2014, the Macao First Instance Court issued a decision holding that AAEC's claim against VML is unfounded and that VML be removed as a party to the proceedings. On May 8, 2014, AAEC lodged an appeal against that decision and the appeal is currently pending.

On June 5, 2015, the U.S. Defendants applied to the Macao First Instance Court to dismiss the claims against them as res judicata based on the dismissal of prior action in the United States that had alleged similar claims. On March 16, 2016, the Macao First Instance Court dismissed the defense of res judicata. An appeal against that decision was lodged by U.S. Defendants on April 7, 2016. At the end of December 2016, all the appeals were transferred to the Macao Second Instance Court.

Evidence gathering by the Macao First Instance commenced by letters rogatory, which was completed on March 14, 2019.

On July 15, 2019, AAEC submitted a request to the Macao First Instance Court to increase the amount of its claim to 96.45 billion patacas (approximately \$11.98 billion at exchange rates in effect on December 31, 2023), allegedly representing lost profits from 2004 to 2018, and reserving its right to claim for lost profits up to 2022. On September 4, 2019, the Macao First Instance Court allowed AAEC's amended request. The U.S. Defendants appealed the decision allowing the amended claim on September 17, 2019; the Macao First Instance Court accepted the appeal on September 26, 2019, and that appeal is currently pending.

On April 16, 2021, the U.S. Defendants moved to reschedule the trial because of the ongoing COVID-19 pandemic. The Macao First Instance Court denied the U.S. Defendants' motion on May 28, 2021. The U.S. Defendants appealed that ruling on June 16, 2021, and that appeal is currently pending.

The trial began on June 16, 2021. By order dated June 17, 2021, the Macao First Instance Court scheduled additional trial dates in late 2021 to hear witnesses who were subject to COVID-19 travel restrictions that prevented or severely limited their ability to enter Macao. The U.S. Defendants appealed certain aspects of the Macao First Instance Court's June 17, 2021 order, and that appeal is currently pending.

On July 10, 2021, the U.S. Defendants were notified of an invoice for supplemental court fees totaling 93 million patacas (approximately \$12 million at exchange rates in effect on December 31, 2023) based on Plaintiff's July 15, 2019 amendment. By motion dated July 20, 2021, the U.S. Defendants moved for an order withdrawing that invoice. The Macao First Instance Court denied that motion by order dated September 11, 2021. The U.S. Defendants appealed that order on September 23, 2021, and that appeal is currently pending. By order dated September 29, 2021, the Macao First Instance Court ordered that the invoice for supplemental court fees be stayed pending resolution of that appeal.

From December 17, 2021 to January 19, 2022, Plaintiff submitted additional documents to the court file and disclosed written reports from two purported experts, who calculated Plaintiff's damages at 57.88 billion patacas and

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

62.29 billion patacas (approximately \$7.19 billion and \$7.74 billion, respectively, at exchange rates in effect on December 31, 2023).

On April 28, 2022, the Macao First Instance Court entered a judgment for the U.S. Defendants. The Macao First Instance Court also held that Plaintiff litigated certain aspects of its case in bad faith.

Plaintiff filed a notice of appeal from the Macao First Instance Court's judgment on May 13, 2022. That appeal is fully briefed and remains pending with the Macao Second Instance Court.

On September 19, 2022, the U.S. Defendants were notified of an invoice for appeal court fees totaling 48 million patacas (approximately \$6 million at exchange rates in effect on December 31, 2023). By motion dated September 29, 2022, the U.S. Defendants moved the Macao First Instance Court for an order withdrawing that invoice. The Macao First Instance Court denied that motion by order dated October 24, 2022. The U.S. Defendants appealed that order on November 10, 2022 and on January 6, 2023, submitted the appeal brief, and that appeal remains pending.

On October 9, 2023, the U.S. Defendants were notified that the Macao Second Instance Court had invited Plaintiff to amend its appeal brief, primarily to separate out matters of fact from matters of law, and Plaintiff had submitted an amended appeal brief on October 5, 2023. The U.S. Defendants responded to Plaintiff's amended appeal brief on October 30, 2023. On November 8, 2023, the Macao Second Instance Court issued an order concluding that Plaintiff may have litigated in bad faith by exceeding the scope of permissible amendments to its appeal brief and invited responses from the parties. Plaintiff moved for clarification of the November 8 order on November 22, 2023, and the U.S. Defendants responded to the November 8 order on November 23, 2023. On January 5, 2024, the Macao Second Instance Court rejected Plaintiff's request for clarification. This matter is currently pending the Macao Second Instance Court's decision.

Management has determined that, based on proceedings to date, it is currently unable to determine the probability of the outcome of this matter or the range of reasonably possible loss, if any. The Company intends to defend this matter vigorously.

The Daniels Family 2001 Revocable Trust v. LVSC, et al.

On October 22, 2020, The Daniels Family 2001 Revocable Trust, a putative purchaser of the Company's shares, filed a purported class action complaint in the U.S. District Court against LVSC, Sheldon G. Adelson and Patrick Dumont. The complaint asserts violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and alleges that LVSC made materially false or misleading statements, or failed to disclose material facts, from February 27, 2016 through September 15, 2020, with respect to its operations at Marina Bay Sands, its compliance with Singapore laws and regulations, and its disclosure controls and procedures.

On January 5, 2021, the U.S. District Court entered an order appointing Carl S. Ciaccio and Donald M. DeSalvo as lead plaintiffs ("Lead Plaintiffs"). On March 8, 2021, Lead Plaintiffs filed a purported class action amended complaint against LVSC, Sheldon G. Adelson, Patrick Dumont, and Robert G. Goldstein, alleging similar violations of Sections 10(b) and 20(a) of the Exchange Act over the same time period of February 27, 2016 through September 15, 2020. On March 22, 2021, the U.S. District Court granted Lead Plaintiffs' motion to substitute Dr. Miriam Adelson, in her capacity as the Special Administrator for the estate of Sheldon G. Adelson, for Sheldon G. Adelson as a defendant in this action.

On May 7, 2021, the defendants filed a motion to dismiss the amended complaint, which on March 28, 2022, the U.S. District Court granted in its entirety. The U.S. District Court dismissed certain claims with prejudice, but granted Lead Plaintiffs leave to amend the complaint with respect to the other claims by April 18, 2022. On April 8, 2022, Lead Plaintiffs filed a motion for reconsideration and to extend time to file an Amended Complaint. The defendants filed an opposition to the motion on April 22, 2022.

On April 18, 2022, Lead Plaintiffs filed a second amended complaint. On May 18, 2022, the defendants filed a motion to dismiss the second amended complaint, and briefing was completed on July 8, 2022.

On August 8, 2023, the U.S. District Court denied Lead Plaintiffs' motion for reconsideration, and granted in part and denied in part the defendants' motion to dismiss the second amended complaint. The U.S. District Court dismissed Lead Plaintiffs' allegations pertaining to the challenged statements that were made in 2016, 2017 and

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

2018, but allowed the allegations pertaining to the challenged statements from 2019 and 2020 to proceed. On August 22, 2023, the defendants filed a motion for partial reconsideration, requesting that the U.S. District Court reconsider its denial of the motion to dismiss with respect to the challenged statements from 2019 and 2020. If the motion for partial reconsideration is granted, this would result in dismissal of the second amended complaint. The defendants also moved, in the event the motion for partial reconsideration is not granted, for certification for interlocutory appeal of the U.S. District Court's order allowing the challenged statements from 2019 and 2020 to proceed. The defendants simultaneously filed a motion for a stay pending adjudication of the motion for reconsideration, which requests a stay of all discovery and case deadlines. Briefing on both motions was completed on September 12, 2023. On December 19, 2023, the U.S. District Court granted the defendants' motion for partial reconsideration and, on January 2, 2024, entered an amended order granting the defendants' motion to dismiss the second amended complaint in its entirety. The U.S. District Court also granted Lead Plaintiffs leave to file an amended complaint by January 18, 2024. In addition, in light of its granting the motion for partial reconsideration, the U.S. District Court denied the defendants' motion for a stay of discovery and case deadlines as moot. On January 18, 2024, Lead Plaintiffs informed Defendants that they would not be filing an amended complaint.

Management has determined that based on proceedings to date, it is currently unable to determine the probability of the outcome of this matter or the range of reasonably possible loss, if any. The Company intends to defend this matter vigorously.

Turesky v. Sheldon G. Adelson, et al.

On December 28, 2020, Andrew Turesky filed a putative shareholder derivative action on behalf of the Company in the U.S. District Court, against Sheldon G. Adelson, Patrick Dumont, Robert G. Goldstein, Irwin Chafetz, Micheline Chau, Charles D. Forman, Steven L. Gerard, George Jamieson, Charles A. Koppelman, Lewis Kramer and David F. Levi, all of whom are current or former directors and/or officers of LVSC. The complaint asserts claims for breach of fiduciary duty, unjust enrichment, waste of corporate assets, abuse of control, gross mismanagement, violations of Sections 10(b), 14(a) and 20(a) of the Exchange Act and for contribution under Sections 10(b) and 21D of the Exchange Act. On February 24, 2021, the U.S. District Court entered an order granting the parties' stipulation to stay this action in light of the Daniels Family 2001 Revocable Trust putative securities class action (the "Securities Action"). Subject to the terms of the parties' stipulation, this action is stayed until 30 days after the final resolution of the motion to dismiss in the Securities Action. On March 11, 2021, the U.S. District Court granted the plaintiff's motion to substitute Dr. Miriam Adelson, in her capacity as the Special Administrator for the estate of Sheldon G. Adelson, for Sheldon G. Adelson as a defendant in this action. This action is in a preliminary stage and management has determined that based on proceedings to date, it is currently unable to determine the probability of the outcome of this matter or the range of reasonably possible loss, if any. The Company intends to defend this matter vigorously.

Commitments

Macao Concession

Annual Premium

Under the Macao Concession, the Company is obligated to pay to the Macao government an annual gaming premium with a fixed portion and a variable portion based on the number and type of gaming tables it employs and gaming machines it operates. The fixed portion of the premium is equal to 30 million patacas (approximately \$4 million at exchange rates in effect on December 31, 2023). The variable portion is equal to 300,000 patacas per gaming table reserved exclusively for certain kinds of games or players, 150,000 patacas per gaming table not so reserved and 1,000 patacas per electrical or mechanical gaming machine, including slot machines (approximately \$37,274, \$18,637 and \$124, respectively, at exchange rates in effect on December 31, 2023), subject to a minimum of 76 million patacas (approximately \$9 million at exchange rates in effect on December 31, 2023). Based on the gaming tables and gaming machines (which is at the maximum number of tables and machines currently allowed by the Macao government) in operation as of December 31, 2023, the annual premium payable to the Macao government is approximately \$40 million during each of the next five years ending December 31, 2028, and approximately \$158 million in aggregate thereafter through the termination of the Concession in December 2032.

The Company is also obligated to pay a special gaming tax of 35% of gross gaming revenues and applicable withholding taxes. Under the Concession, the Company must also contribute 5% of its gross gaming revenue to

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utilities designated by the Macao government, a portion of which must be used for promotion of tourism in Macao. Additionally, under the Concession, the Company is also obligated to pay a special annual gaming premium if the average of the gross gaming revenues of the Company's gaming tables and electrical or mechanical gaming machines, including slot machines, is lower than a certain minimum amount determined by the Macao government; such special premium being the difference between the gaming tax based on the actual gross gaming revenues and that of the specified minimum amount; this minimum amount has been set by the Macao government at 7 million patacas per gaming table and 300,000 patacas per gaming machine (approximately \$1 million and \$37,274, respectively, at exchange rates in effect on December 31, 2023), for an annual total of 4.50 billion patacas (approximately \$560 million at exchange rates in effect on December 31, 2023) based on the maximum number of gaming tables and gaming machines the Company is currently authorized to operate. No special annual gaming premium was paid for the year ended December 31, 2023.

Handover Record

Pursuant to the Handover Record, the Company is required to make annual payments of 750 patacas per square meter for the first three years and 2,500 patacas per square meter for the following seven years (approximately \$93 and \$311, respectively, at exchange rates in effect on December 31, 2023). The annual payment of 750 patacas per square meter will be adjusted with the Macao average price index of the corresponding preceding year for years two and three and the annual payment of 2,500 patacas per square meter will be adjusted with the Macao average price index of the corresponding preceding year for years five through ten. The annual fee for the next two years is approximately \$13 million and \$42 million for the next seven years, subject to the Macao average price index adjustment mentioned above.

Committed Investment

Under the Concession, the Company is obligated to develop certain gaming and non-gaming investment projects by December 2032 in connection with, among others, attraction of international visitors, conventions and exhibitions, entertainment shows, sporting events, culture and art, health and wellness and themed attractions, as well as support Macao's position as a city of gastronomy and increase community and maritime tourism, and we are required to invest, or cause to be invested, at least 30.24 billion patacas (approximately \$3.76 billion at exchange rates in effect on December 31, 2023), including 27.80 billion patacas (approximately \$3.45 billion at exchange rates in effect on December 31, 2023) on non-gaming projects. Pursuant to the concession agreement, the Company is required to increase its investment in non-gaming projects by 20% as Macao's annual market gross gaming revenue exceeded 180 billion patacas (approximately \$22.36 billion at exchange rates in effect on December 31, 2023) for the year ended December 31, 2023. Consequently, the Company is required to invest, or cause to be invested, an additional 5.56 billion patacas (approximately \$691 million at exchange rates in effect on December 31, 2023) in non-gaming investment projects by December 2032.

Non-Cancelable Contractual Obligations

The Company's non-cancelable contractual obligations (excluding operating leases and the Macao annual gaming premium mentioned above) is \$724 million as of December 31, 2023. The amount excludes open purchase orders with the Company's suppliers that have not yet been received as these agreements generally allow the Company the option to cancel, reschedule and adjust terms based on the Company's business needs prior to the delivery of goods or performance of services. These obligations consist primarily of certain hotel management and service agreements. Some of the Company's hotel properties operate pursuant to management agreements with various experienced third-party hotel operators (management companies), whereby the management company controls the day-to-day operations of each of these hotels, and the Company is granted limited approval rights with respect to certain of the management company's actions. The non-cancelable period of the Company's management agreements ranges from 14 to 40 years with various extension provisions and some with early termination options. Each management company receives a base management fee, generally a percentage of revenue as defined. There are also monthly fees for certain support services and some also include incentive fees based on attaining certain financial thresholds. Additionally, the Company's non-cancelable contractual obligations also include agreements with certain celebrities and professional sports leagues and teams for the hosting of events, advertising, marketing, promotional and sponsorship opportunities in order to promote the Company's brand and services.

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Note 18 — Stock-Based Compensation

The Company has two equity plans that allow for the grants of stock-based compensation awards of the Company's common stock and ordinary shares of SCL (the "2004 Plan" and the "SCL Equity Plan," respectively), which are described below. The 2004 Plan provides for the granting of equity awards pursuant to the applicable provisions of the Internal Revenue Code and regulations in the United States.

Las Vegas Sands Corp. 2004 Equity Award Plan

The 2004 Plan gives the Company a competitive edge in attracting, retaining and motivating employees, directors and consultants and to provide the Company with a stock plan providing incentives directly related to increases in its stockholder value. Any of the Company's subsidiaries' or affiliates' employees, directors or officers and many of its consultants are eligible for awards under the 2004 Plan. The 2004 Plan provided for an aggregate of 26,344,000 shares of the Company's common stock to be available for awards. The 2004 Plan originally had a term of ten years, but in June 2014, the Company's Board of Directors approved an amendment to the 2004 Plan, extending the term to December 2019. In May 2019, the Board of Directors and stockholders approved the adoption of the Las Vegas Sands Corp. Amended and Restated 2004 Equity Award Plan (the "Amended 2004 Plan"), which extended the term of the Amended 2004 Plan through December 2024 and increased the number of shares of common stock available for grants by 10,000,000 shares. The compensation committee may grant awards of nonqualified stock options, incentive (qualified) stock options, stock appreciation rights, restricted stock awards, restricted stock units, stock bonus awards, performance compensation awards or any combination of the foregoing. As of December 31, 2023, there were 1,348,784 shares available for grant under the Amended 2004 Plan.

Stock option awards are granted with an exercise price equal to the fair market value (as defined in the Amended 2004 Plan) of the Company's stock on the date of grant. The outstanding stock options generally vest over three to four years and have a contractual term of ten years. Compensation cost for all stock option grants, which all have graded vesting, is recognized on a straight-line basis over the awards' respective requisite service periods. The Company estimates the fair value of stock options using the Black-Scholes option-pricing model. Expected volatilities are based on the Company's historical volatility for a period equal to the expected life of the stock options. The expected option life is based on the contractual term of the option as well as historical exercise and forfeiture behavior. The risk-free interest rate for periods equal to the expected term of the stock option is based on the U.S. Treasury yield curve in effect at the time of grant. The expected dividend yield is based on the estimate of annual dividends expected to be paid at the time of the grant.

Under the 2004 Plan, the Company granted restricted stock to eligible employees ("restricted stock units") and restricted stock to non-employee directors ("restricted stock"). Such restricted stock units generally vest over three years or other periods subject to approval and the restricted stock vests on the earlier to occur of the first anniversary of the date of grant and the date of the Company's annual meeting of stockholders in the calendar year following the date of grant, in each case, provided that the director is still serving on the Board on the vesting date. Grantees are entitled to any accumulated dividends in cash upon vesting.

Sands China Ltd. Equity Award Plan

The SCL Equity Plan gives SCL a competitive edge in attracting, retaining and motivating employees, directors and consultants and to provide SCL with a stock plan providing incentives directly related to increases in its stockholder value. Subject to certain criteria as defined in the SCL Equity Plan, SCL's subsidiaries' or affiliates' employees, directors or officers and its consultants are eligible for awards under the SCL Equity Plan.

The SCL 2009 Equity Plan had a term of ten years, which expired on November 30, 2019, and no further awards may be granted after the expiration of the term. All existing awards previously granted under the SCL 2009 Equity Plan, but which are unexercised or unvested, will remain valid and (where applicable) exercisable in accordance with their terms of grant despite the expiration of the SCL 2009 Equity Plan. The 2019 Equity Award Plan was approved by SCL's shareholders on May 24, 2019, and took effect on December 1, 2019, with materially the same terms of the 2009 Equity Plan. As of December 31, 2023, there were 805,319,139 shares of SCL's ordinary shares common stock available for grant under the 2019 Equity Plan. SCL's remuneration committee may grant awards of stock options, stock appreciation rights, restricted stock awards, restricted stock units, stock bonus awards, performance compensation awards or any combination of the foregoing pursuant to the SCL 2019 Equity Plan.

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Stock option awards are granted with an exercise price not less than the highest of (i) the closing price of SCL's stock on the date of grant, which must be a business day, (ii) the average closing price of SCL's stock for the five business days immediately preceding the date of grant and (iii) the nominal value of a SCL stock, which is \$0.01. The outstanding stock options generally vest over four years and have contractual terms of ten years. Compensation cost for all stock option grants, which generally have graded vesting is recognized on a straight-line basis over the awards' respective requisite service periods. SCL estimates the fair value of stock options using the Black-Scholes option-pricing model. Expected volatilities are based on SCL's historical volatility for a period equal to the expected life of the stock options. The expected option life is based on the contractual term of the option as well as historical exercise and forfeiture behavior. The risk-free interest rate for periods equal to the expected term of the stock option is based on the Hong Kong Government Bond rate in effect at the time of the grant. The expected dividend yield is based on the estimate of annual dividends expected to be paid at the time of the grant.

Under the SCL 2009 Equity Plan and the SCL 2019 Equity Plan, SCL granted restricted share units to eligible employees. Such restricted share units generally vest over three years or other periods subject to approval. Grantees are entitled to a future cash payment that is equivalent to the fair value of the restricted share unit and any accumulated dividends in cash upon vesting.

Stock-Based Compensation Activity

The fair value of each option grant was estimated on the grant date using the Black-Scholes option-pricing model with the following weighted average assumptions:

	Year Ended December 31,		
	2023	2022	2021
LVSC Amended 2004 Plan:			
Weighted average volatility	26.1 %	26.0 %	25.1 %
Expected term (in years)	8.4	6.3	5.5
Risk-free rate	4.0 %	2.1 %	0.9 %
Expected dividend yield	1.7 %	— %	— %
SCL Equity Plan:			
Weighted average volatility	— %	43.7 %	— %
Expected term (in years)	—	7.2	—
Risk-free rate	— %	2.7 %	— %
Expected dividend yield	— %	— %	— %

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A summary of the stock option activity for the Company's equity award plans for the year ended December 31, 2023, is presented below:

	Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value (in millions)
LVSC Amended 2004 Plan:				
Outstanding as of January 1, 2023	14,538,774	\$ 48.09		
Granted	510,157	48.63		
Exercised	(79,121)	46.95		
Forfeited or expired	(55,432)	65.11		
Outstanding as of December 31, 2023	<u>14,914,378</u>	<u>\$ 48.04</u>	<u>5.60</u>	<u>\$ 80</u>
Exercisable as of December 31, 2023	<u>10,250,358</u>	<u>\$ 50.82</u>	<u>4.70</u>	<u>\$ 45</u>
SCL Equity Plan:				
Outstanding as of January 1, 2023	48,400,900	\$ 4.84		
Exercised	(190,700)	3.46		
Forfeited or expired	(3,884,850)	4.92		
Outstanding as of December 31, 2023	<u>44,325,350</u>	<u>\$ 4.84</u>	<u>4.00</u>	<u>\$ 2</u>
Exercisable as of December 31, 2023	<u>41,025,350</u>	<u>\$ 5.05</u>	<u>3.62</u>	<u>\$ —</u>

A summary of the unvested restricted stock and restricted stock units under the Company's equity award plans for the year ended December 31, 2023, is presented below:

	Shares	Weighted Average Grant Date Fair Value
LVSC Amended 2004 Plan:		
<i>Unvested Restricted Stock</i>		
Balance as of January 1, 2023	40,642	\$ 30.14
Granted	17,166	61.15
Vested	(34,836)	30.14
Forfeited	(5,806)	30.14
Balance as of December 31, 2023	<u>17,166</u>	<u>\$ 61.15</u>
<i>Unvested Restricted Stock Units</i>		
Balance as of January 1, 2023	575,262	\$ 47.99
Granted	577,636	57.77
Vested	(265,265)	48.10
Forfeited	(6,993)	43.66
Balance as of December 31, 2023	<u>880,640</u>	<u>\$ 54.14</u>
SCL Equity Plan:		
<i>Unvested Restricted Stock Units</i>		
Balance as of January 1, 2023	21,157,564	\$ 2.79
Granted	6,792,000	3.44
Vested	(9,315,592)	2.92
Forfeited	(742,976)	2.79
Balance as of December 31, 2023	<u>17,890,996</u>	<u>\$ 2.98</u>

The grant date fair value of SCL's restricted stock unit awards is the share price of SCL's ordinary stock at the respective grant date. The fair value of these awards is remeasured each reporting period until the vesting dates. Upon settlement, SCL will pay the grantees an amount in cash calculated based on the closing price of SCL's stock on the vesting date or higher of (i) the closing price of SCL's stock on the vesting date, and (ii) the average closing price of SCL's stock for the five trading days immediately preceding the vesting date. The accrued liability

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associated with these cash-settled restricted stock units was \$32 million and \$34 million as of December 31, 2023 and 2022, respectively.

As of December 31, 2023, under the Amended 2004 Plan there was \$36 million and \$31 million of unrecognized compensation cost related to unvested stock options and unvested restricted stock and stock units, respectively. The stock option and restricted stock and stock unit costs are expected to be recognized over a weighted average period of 2.7 years, and 1.8 years, respectively.

As of December 31, 2023, under the SCL Equity Plan there was \$3 million and \$21 million of unrecognized compensation cost related to unvested stock options and unvested restricted stock units, respectively. The stock option and restricted stock unit costs are expected to be recognized over a weighted average period of 3.0 years and 1.8 years, respectively.

The stock-based compensation activity for the Amended 2004 Plan and SCL Equity Plan is as follows for the three years ended December 31, 2023:

	Year Ended December 31,		
	2023	2022	2021
	(Dollars in millions, except weighted average grant date fair values)		
Compensation expense:			
Stock options	\$ 21	\$ 24	\$ 14
Restricted stock and stock units	51	46	13
	<u>\$ 72</u>	<u>\$ 70</u>	<u>\$ 27</u>
Income tax benefit recognized in the consolidated statements of operations	<u>\$ 3</u>	<u>\$ 2</u>	<u>\$ 1</u>
Compensation cost capitalized as part of property and equipment	<u>\$ 1</u>	<u>\$ 2</u>	<u>\$ 1</u>
LVSC Amended 2004 Plan:			
Stock options granted	510,157	1,730,000	4,513,468
Weighted average grant date fair value	<u>\$ 15.58</u>	<u>\$ 12.74</u>	<u>\$ 8.63</u>
Restricted stock granted	17,166	46,448	25,104
Weighted average grant date fair value	<u>\$ 61.15</u>	<u>\$ 30.14</u>	<u>\$ 55.76</u>
Restricted stock units granted	577,636	123,497	786,310
Weighted average grant date fair value	<u>\$ 57.77</u>	<u>\$ 42.55</u>	<u>\$ 48.96</u>
Stock options exercised:			
Intrinsic value	<u>\$ 1</u>	<u>\$ —</u>	<u>\$ 1</u>
Cash received	<u>\$ 3</u>	<u>\$ —</u>	<u>\$ 7</u>
SCL Equity Plan:			
Stock options granted	—	3,300,000	—
Weighted average grant date fair value	<u>\$ —</u>	<u>\$ 1.13</u>	<u>\$ —</u>
Restricted stock units granted	6,792,000	9,393,200	13,039,600
Weighted average grant date fair value	<u>\$ 3.44</u>	<u>\$ 2.32</u>	<u>\$ 3.22</u>
Stock options exercised:			
Intrinsic value	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 3</u>
Cash received	<u>\$ 1</u>	<u>\$ —</u>	<u>\$ 12</u>

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Note 19 — Related Party Transactions

During the years ended December 31, 2023, 2022 and 2021, Dr. Adelson, her family members and trusts and other entities established for the benefit of Dr. Adelson's family members (collectively the "Principal Stockholders") purchased certain services from the Company including security and medical support, design services and other goods and services for \$2 million, \$3 million and \$2 million, respectively. For the years ended December 31, 2023, 2022 and 2021, the Company incurred less than \$1 million, \$1 million and \$3 million, respectively, for food and beverage services, newspaper subscriptions and security support from entities in which the Principal Stockholders have an ownership interest.

During the years ended December 31, 2023, 2022 and 2021, the Company incurred certain expenses of \$11 million, \$6 million and \$3 million, respectively, related to the Company's use of its Principal Stockholders' personal aircraft, yacht and aircraft refurbishment and maintenance services for business purposes. During the years ended December 31, 2023, 2022 and 2021, the Company charged the Principal Stockholders \$21 million, \$19 million and \$21 million, respectively, related to aviation costs incurred by the Company for the Principal Stockholders' use of Company aviation personnel and assets for personal purposes.

Related party receivables were \$8 million and \$2 million as of December 31, 2023 and 2022, respectively. Related party payables were approximately \$1 million and \$1 million as of December 31, 2023 and 2022, respectively.

On November 28, 2023, the Company entered into an underwriting agreement (the "Underwriting Agreement") with Dr. Miriam Adelson and the Miriam Adelson Trust (the "Selling Stockholders"), and Goldman Sachs & Co. LLC and BofA Securities, Inc., as representatives (the "Representatives") of several underwriters, relating to the sale by the Selling Stockholders of 46,264,168 shares of the Company's common stock, par value \$0.001 per share (the "Common Stock"), at a public offering price of \$44 per share (the "Offering"). In addition, concurrently with the closing of the Offering, the Company repurchased 5,783,021 shares of its Common Stock from the Underwriters for \$250 million at a price per share equal to the public offering price, less underwriting discounts and commissions.

On July 11, 2022, the Company entered into an intercompany term loan agreement with SCL, a related party, in the amount of \$1.0 billion, which is repayable on July 11, 2028. In the first two years from July 11, 2022, SCL will have the option to elect to pay cash interest at 5% per annum or payment-in-kind interest at 6% per annum by adding the amount of such interest to the then-outstanding principal amount of the loan, following which only cash interest at 5% per annum will be payable. This loan is unsecured, subordinated to all third party unsecured indebtedness and other obligations of SCL and its subsidiaries and is eliminated in consolidation.

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Note 20 — Segment Information

The Company's principal operating and developmental activities occur in two geographic areas: Macao and Singapore. The Company reviews the results of operations and construction and development activities for each of its operating segments: The Venetian Macao; The Londoner Macao; The Parisian Macao; The Plaza Macao and Four Seasons Macao; Sands Macao; and Marina Bay Sands. The Company also reviews construction and development activities for its primary projects under development, in addition to its reportable segments noted above. The Company has included Ferry Operations and Other (comprised primarily of the Company's ferry operations and various other operations that are ancillary to its properties in Macao) and Corporate and Other to reconcile to the consolidated results of operations and financial condition. The operations that comprised the Company's former Las Vegas Operating Properties reportable business segment were classified as a discontinued operation through February 22, 2022, and the information below for the years ended December 31, 2022 and 2021, excludes these results.

The Company's segment information as of and for the years ended December 31, 2023, 2022 and 2021, is as follows:

	Casino	Rooms	Food and Beverage	Mall	Convention, Retail and Other	Net Revenues
	(In millions)					
Year Ended December 31, 2023						
Macao:						
The Venetian Macao	\$ 2,151	\$ 191	\$ 63	\$ 228	\$ 49	\$ 2,682
The Londoner Macao	1,283	324	86	66	33	1,792
The Parisian Macao	655	135	49	32	8	879
The Plaza Macao and Four Seasons Macao	462	94	30	187	6	779
Sands Macao	290	17	12	1	2	322
Ferry Operations and Other	—	—	—	—	105	105
	<u>4,841</u>	<u>761</u>	<u>240</u>	<u>514</u>	<u>203</u>	<u>6,559</u>
Marina Bay Sands	2,681	443	344	254	127	3,849
Intercompany royalties	—	—	—	—	224	224
Intercompany eliminations ⁽¹⁾	—	—	—	(1)	(259)	(260)
Total net revenues	<u>\$ 7,522</u>	<u>\$ 1,204</u>	<u>\$ 584</u>	<u>\$ 767</u>	<u>\$ 295</u>	<u>\$ 10,372</u>
Year Ended December 31, 2022						
Macao:						
The Venetian Macao	\$ 438	\$ 55	\$ 17	\$ 155	\$ 17	\$ 682
The Londoner Macao	194	61	26	47	22	350
The Parisian Macao	116	33	10	25	4	188
The Plaza Macao and Four Seasons Macao	146	29	10	127	1	313
Sands Macao	53	6	4	1	1	65
Ferry Operations and Other	—	—	—	—	29	29
	<u>947</u>	<u>184</u>	<u>67</u>	<u>355</u>	<u>74</u>	<u>1,627</u>
Marina Bay Sands	1,680	285	234	226	91	2,516
Intercompany royalties	—	—	—	—	107	107
Intercompany eliminations ⁽¹⁾	—	—	—	(1)	(139)	(140)
Total net revenues	<u>\$ 2,627</u>	<u>\$ 469</u>	<u>\$ 301</u>	<u>\$ 580</u>	<u>\$ 133</u>	<u>\$ 4,110</u>

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	Casino	Rooms	Food and Beverage	Mall	Convention, Retail and Other	Net Revenues
	(In millions)					
Year Ended December 31, 2021						
Macao:						
The Venetian Macao	\$ 944	\$ 77	\$ 24	\$ 195	\$ 16	\$ 1,256
The Londoner Macao	396	90	30	56	16	588
The Parisian Macao	244	54	17	39	3	357
The Plaza Macao and Four Seasons Macao	298	45	17	184	2	546
Sands Macao	105	10	5	1	1	122
Ferry Operations and Other	—	—	—	—	28	28
	<u>1,987</u>	<u>276</u>	<u>93</u>	<u>475</u>	<u>66</u>	<u>2,897</u>
Marina Bay Sands	905	139	106	176	44	1,370
Intercompany royalties	—	—	—	—	83	83
Intercompany eliminations ⁽¹⁾	—	—	—	(2)	(114)	(116)
Total net revenues	<u>\$ 2,892</u>	<u>\$ 415</u>	<u>\$ 199</u>	<u>\$ 649</u>	<u>\$ 79</u>	<u>\$ 4,234</u>

(1) Intercompany eliminations include royalties and other intercompany services.

	Year Ended December 31,		
	2023	2022	2021
	(In millions)		
Intersegment Revenues			
Macao:			
The Venetian Macao	\$ 7	\$ 7	\$ 4
The Londoner Macao	—	—	1
Ferry Operations and Other	25	23	22
	<u>32</u>	<u>30</u>	<u>27</u>
Marina Bay Sands	4	3	6
Intercompany royalties	224	107	83
Total intersegment revenues	<u>\$ 260</u>	<u>\$ 140</u>	<u>\$ 116</u>

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

	Year Ended December 31,		
	2023	2022	2021
	(In millions)		
Adjusted Property EBITDA			
Macao:			
The Venetian Macao	\$ 1,054	\$ (25)	\$ 297
The Londoner Macao	516	(189)	(84)
The Parisian Macao	269	(103)	(17)
The Plaza Macao and Four Seasons Macao	308	81	219
Sands Macao	59	(81)	(69)
Ferry Operations and Other	18	(7)	(8)
	<u>2,224</u>	<u>(324)</u>	<u>338</u>
Marina Bay Sands	1,861	1,056	448
Consolidated adjusted property EBITDA ⁽¹⁾	<u>4,085</u>	<u>732</u>	<u>786</u>
Other Operating Costs and Expenses			
Stock-based compensation ⁽²⁾	(29)	(33)	(12)
Corporate	(230)	(235)	(211)
Pre-opening	(15)	(13)	(19)
Development	(205)	(143)	(109)
Depreciation and amortization	(1,208)	(1,036)	(1,041)
Amortization of leasehold interests in land	(58)	(55)	(56)
Loss on disposal or impairment of assets	(27)	(9)	(27)
Operating income (loss)	<u>2,313</u>	<u>(792)</u>	<u>(689)</u>
Other Non-Operating Costs and Expenses			
Interest income	288	116	4
Interest expense, net of amounts capitalized	(818)	(702)	(621)
Other expense	(8)	(9)	(31)
Loss on modification or early retirement of debt	—	—	(137)
Income tax (expense) benefit	(344)	(154)	5
Net income (loss) from continuing operations	<u>\$ 1,431</u>	<u>\$ (1,541)</u>	<u>\$ (1,469)</u>

(1) Consolidated adjusted property EBITDA, which is a non-GAAP financial measure, is net income (loss) from continuing operations before stock-based compensation expense, corporate expense, pre-opening expense, development expense, depreciation and amortization, amortization of leasehold interests in land, gain or loss on disposal or impairment of assets, interest, other income or expense, gain or loss on modification or early retirement of debt and income taxes. Consolidated adjusted property EBITDA is a supplemental non-GAAP financial measure used by management, as well as industry analysts, to evaluate operations and operating performance. In particular, management utilizes consolidated adjusted property EBITDA to compare the operating profitability of its operations with those of its competitors, as well as a basis for determining certain incentive compensation. Integrated Resort companies have historically reported adjusted property EBITDA as a supplemental performance measure to GAAP financial measures. In order to view the operations of their properties on a more stand-alone basis, Integrated Resort companies, including Las Vegas Sands Corp., have historically excluded certain expenses that do not relate to the management of specific properties, such as pre-opening expense, development expense and corporate expense, from their adjusted property EBITDA calculations. Consolidated adjusted property EBITDA should not be interpreted as an alternative to income from operations (as an indicator of operating performance) or to cash flows from operations (as a measure of liquidity), in each case, as determined in accordance with GAAP. The Company has significant uses of cash flow, including capital expenditures, dividend payments, interest payments, debt principal repayments and income taxes, which are not reflected in consolidated adjusted property EBITDA. Not all companies calculate adjusted property EBITDA in the same manner. As a result, consolidated adjusted property EBITDA as presented by the Company may not be directly comparable to similarly titled measures presented by other companies.

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

(2) During the years ended December 31, 2023, 2022 and 2021, the Company recorded stock-based compensation expense of \$72 million, \$70 million and \$27 million, respectively, of which \$43 million, \$37 million and \$15 million, respectively, was included in corporate expense in the accompanying consolidated statements of operations.

	Year Ended December 31,		
	2023	2022	2021
	(In millions)		
Capital Expenditures			
Corporate and Other	\$ 200	\$ 60	\$ 27
Macao:			
The Venetian Macao	71	52	71
The Londoner Macao	132	175	551
The Parisian Macao	9	3	4
The Plaza Macao and Four Seasons Macao	15	9	19
Sands Macao	6	4	7
Ferry Operations and Other	—	—	1
	233	243	653
Marina Bay Sands	584	348	148
Total capital expenditures	<u>\$ 1,017</u>	<u>\$ 651</u>	<u>\$ 828</u>

	December 31,		
	2023	2022	2021
	(In millions)		
Total Assets			
Corporate and Other	\$ 5,167	\$ 5,422	\$ 1,357
Macao:			
The Venetian Macao	2,548	2,135	2,087
The Londoner Macao	4,193	4,489	4,494
The Parisian Macao	1,802	1,828	1,962
The Plaza Macao and Four Seasons Macao	1,059	1,020	1,145
Sands Macao	287	208	253
Ferry Operations and Other	335	870	132
	10,224	10,550	10,073
Marina Bay Sands	6,387	6,067	5,326
Total assets	<u>\$ 21,778</u>	<u>\$ 22,039</u>	<u>\$ 16,756</u>

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

	December 31,		
	2023	2022	2021
	(In millions)		
Total Long-Lived Assets⁽¹⁾			
Corporate and Other	\$ 655	\$ 203	\$ 176
Macao:			
The Venetian Macao	1,337	1,415	1,555
The Londoner Macao	3,796	4,085	4,317
The Parisian Macao	1,665	1,789	1,915
The Plaza Macao and Four Seasons Macao	896	975	1,055
Sands Macao	169	180	197
Ferry Operations and Other	29	41	60
	<u>7,892</u>	<u>8,485</u>	<u>9,099</u>
Marina Bay Sands	5,141	4,891	4,741
Total long-lived assets	<u>\$ 13,688</u>	<u>\$ 13,579</u>	<u>\$ 14,016</u>

(1) Long-lived assets include property and equipment, net of accumulated depreciation and amortization, and leasehold interests in land, net of accumulated amortization.

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

Note 21 — Selected Quarterly Financial Results (Unaudited)

	Quarter				
	First ⁽¹⁾	Second	Third	Fourth	Total
	(In millions, except per share data)				
2023					
Net revenues	\$ 2,120	\$ 2,542	\$ 2,795	\$ 2,915	\$ 10,372
Operating income	378	537	688	710	2,313
Net income	145	368	449	469	1,431
Net income attributable to Las Vegas Sands Corp.	147	312	380	382	1,221
Basic earnings per share	0.19	0.41	0.50	0.50	1.60
Diluted earnings per share	0.19	0.41	0.50	0.50	1.60
2022					
Net revenues	\$ 943	\$ 1,045	\$ 1,005	\$ 1,117	\$ 4,110
Operating loss	(302)	(147)	(177)	(166)	(792)
Net loss from continuing operations	(478)	(414)	(380)	(269)	(1,541)
Income (loss) from discontinued operations, net of tax	2,907	(3)	(1)	(5)	2,898
Net income (loss)	2,429	(417)	(381)	(274)	1,357
Net income (loss) attributable to Las Vegas Sands Corp.	2,530	(290)	(239)	(169)	1,832
Earnings (loss) per share - basic and diluted:					
Loss from continuing operations	\$ (0.49)	\$ (0.38)	\$ (0.31)	\$ (0.21)	\$ (1.40)
Income (loss) from discontinued operations, net of tax	3.80	—	—	(0.01)	3.80
Net income (loss) attributable to Las Vegas Sands Corp.	<u>\$ 3.31</u>	<u>\$ (0.38)</u>	<u>\$ (0.31)</u>	<u>\$ (0.22)</u>	<u>\$ 2.40</u>

(1) During the first quarter of 2022, the Company closed the sale of the Las Vegas Operations and recorded a gain on the sale of \$2.86 billion, net of tax. The Las Vegas Operations has been disclosed as a discontinued operation for all periods presented.

Because earnings per share amounts are calculated using the weighted average number of common and dilutive common equivalent shares outstanding during each quarter, the sum of the per share amounts for the four quarters may not equal the total earnings per share amounts for the respective year.

SCHEDULE II — VALUATION AND QUALIFYING ACCOUNTS

LAS VEGAS SANDS CORP. AND SUBSIDIARIES

For the Years Ended December 31, 2023, 2022 and 2021

Description	Balance at Beginning of Year	Provision for Credit Losses	Write-offs, Net of Recoveries	Balance at End of Year
	(In millions)			
Provision for credit losses:				
2021	\$ 255	3	(26)	\$ 232
2022	\$ 232	15	(30)	\$ 217
2023	\$ 217	4	(20)	\$ 201

Description	Balance at Beginning of Year	Additions	Deductions	Balance at End of Year
	(In millions)			
Deferred income tax asset valuation allowance:				
2021	\$ 4,922	115	(3)	\$ 5,034
2022	\$ 5,034	63	(1,014)	\$ 4,083
2023	\$ 4,083	—	(204)	\$ 3,879

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ITEM 9. — CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not applicable.

ITEM 9A. — CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Disclosure controls and procedures are designed to ensure information required to be disclosed in the reports the Company files or submits under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and such information is accumulated and communicated to the Company's management, including its principal executive officer and principal financial officer, as appropriate, to allow for timely decisions regarding required disclosure. The Company's Chief Executive Officer and its Chief Financial Officer have evaluated the disclosure controls and procedures (as defined in the Securities Exchange Act of 1934 Rules 13a-15(e) and 15d-15(e)) of the Company as of December 31, 2023, and have concluded they are effective at the reasonable assurance level.

It should be noted any system of controls, however well designed and operated, can provide only reasonable, and not absolute, assurance the objectives of the system are met. In addition, the design of any control system is based in part upon certain assumptions about the likelihood of future events. Because of these and other inherent limitations of control systems, there can be no assurance any design will succeed in achieving its stated goals under all potential future conditions, regardless of how remote.

Changes in Internal Control over Financial Reporting

There were no changes in the Company's internal control over financial reporting that occurred during the fourth quarter covered by this Annual Report on Form 10-K that had a material effect, or was reasonably likely to have a material effect, on the Company's internal control over financial reporting.

Management's Annual Report on Internal Control Over Financial Reporting

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) of the Securities Exchange Act of 1934. The Company's internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. The Company's internal control over financial reporting includes those policies and procedures that:

- (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the Company's assets;
- (2) provide reasonable assurance transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles and the Company's receipts and expenditures are being made only in accordance with authorizations of its management and directors; and
- (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk controls may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate.

The Company's management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2023. In making this assessment, the Company's management used the framework set forth by the Committee of Sponsoring Organizations of the Treadway Commission in "Internal Control — Integrated Framework (2013)."

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Based on this assessment, management concluded, as of December 31, 2023, the Company's internal control over financial reporting is effective based on this framework.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2023, has been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report, which appears herein.

ITEM 9B. — OTHER INFORMATION

During the quarter ended December 31, 2023, there were no Rule 10b5-1 trading arrangements (as defined in Item 408(a) of Regulation S-K) or non-Rule 10b5-1 trading arrangements (as defined in Item 408(e) of Regulation S-K) adopted or terminated by any director or officer (as defined in Rule 16a-1(f) under the Exchange Act) of the Company.

ITEM 9C. — DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

PART III

ITEM 10. — DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

We incorporate by reference the information responsive to this Item appearing in our definitive Proxy Statement for our 2024 Annual Meeting of Stockholders, which we expect to file with the Securities and Exchange Commission on or about March 28, 2024 (the "Proxy Statement"), including under the captions "Board of Directors," "Executive Officers," "Delinquent Section 16(a) Reports" and "Information Regarding the Board of Directors and Board and Other Committees."

We have adopted a Code of Business Conduct and Ethics (the "Code"), which is posted on our website at www.sands.com, along with any amendments or waivers to the Code. Copies of the Code are available without charge by sending a written request to Investor Relations at the following address: Las Vegas Sands Corp., 5420 S. Durango Dr., Las Vegas, Nevada 89113.

ITEM 11. — EXECUTIVE COMPENSATION

We incorporate by reference the information responsive to this Item appearing in the Proxy Statement, including under the captions "Executive Compensation and Other Information," "Director Compensation," "Information Regarding the Board and Its Committees" and "Compensation Committee Report" (which report is deemed to be furnished and is not deemed to be filed in any Company filing under the Securities Act of 1933 or the Securities Exchange Act of 1934).

ITEM 12. — SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

We incorporate by reference the information responsive to this Item appearing in the Proxy Statement, including under the captions "Equity Compensation Plan Information" and "Security Ownership of Certain Beneficial Owners and Management."

ITEM 13. — CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

We incorporate by reference the information responsive to this Item appearing in the Proxy Statement, including under the captions "Board of Directors," "Information Regarding the Board and Its Committees" and "Certain Transactions."

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ITEM 14. — *PRINCIPAL ACCOUNTANT FEES AND SERVICES*

We incorporate by reference the information responsive to this Item appearing in the Proxy Statement, under the caption "Fees Paid to Independent Registered Public Accounting Firm."

PART IV

ITEM 15. — EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Documents filed as part of the Annual Report on Form 10-K.

(1) List of Financial Statements

Reports of Independent Registered Public Accounting Firm

Consolidated Balance Sheets

Consolidated Statements of Operations

Consolidated Statements of Comprehensive Income (Loss)

Consolidated Statements of Equity

Consolidated Statements of Cash Flows

Notes to Consolidated Financial Statements

(2) List of Financial Statement Schedule

Schedule II — Valuation and Qualifying Accounts

(3) List of Exhibits

Exhibit No.	Description of Document
2.1†	<u>Purchase and Sale Agreement dated as of March 2, 2021, by and among Las Vegas Sands Corp., Pioneer OpCo, LLC and VICI Properties L.P. (incorporated by reference from Exhibit 2.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on March 3, 2021).</u>
2.2†	<u>Real Estate Purchase and Sale Agreement dated as of March 2, 2021, by and between Las Vegas Sands Corp. and VICI Properties L.P. (incorporated by reference from Exhibit 2.2 to the Company's current report on Form 8-K (File No. 001-32373) filed on March 3, 2021).</u>
2.3††	<u>Letter Agreement, dated as of August 3, 2021, by and among Las Vegas Sands Corp., Pioneer OpCo, LLC and VICI Properties L.P. (incorporated by reference from Exhibit 2.1 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended September 30, 2021 and filed on October 22, 2021).</u>
2.4††	<u>Amendment to Letter Agreement, dated as of October 7, 2021, by and among Las Vegas Sands Corp., Pioneer OpCo, LLC and VICI Properties L.P. (incorporated by reference from Exhibit 2.2 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended September 30, 2021 and filed on October 22, 2021).</u>
3.1	<u>Certificate of Amended and Restated Articles of Incorporation of Las Vegas Sands Corp. (incorporated by reference from Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended June 30, 2018 and filed on July 25, 2018).</u>
3.2*	<u>Third Amended and Restated By-Laws of Las Vegas Sands Corp., as further amended effective October 18, 2022</u>
4.1	<u>Form of Specimen Common Stock Certificate of Las Vegas Sands Corp. (incorporated by reference from Exhibit 4.1 to the Company's Amendment No. 2 to Registration Statement on Form S-1 (File No. 333-118827) filed on November 22, 2004).</u>
4.2	<u>Indenture, dated as of August 9, 2018, between SCL and U.S. Bank National Association, as trustee (incorporated by reference from Exhibit 4.1 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on August 10, 2018).</u>
4.3	<u>Indenture, dated as of June 4, 2020, between SCL and U.S. Bank National Association, as trustee (incorporated by reference from Exhibit 4.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on June 5, 2020).</u>
4.4	<u>Forms of 3.800% Senior Notes due 2026 and 4.375% Senior Notes due 2030 (incorporated by reference from Exhibit 4.2 to the Company's current report on Form 8-K (File No. 001-32373) filed on June 5, 2020).</u>

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Exhibit No.	Description of Document
4.5	<u>Indenture, dated as of September 23, 2021, between SCL and U.S. Bank National Association, as trustee (incorporated by reference from Exhibit 4.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on September 23, 2021).</u>
4.6	<u>Forms of 2.300% Senior Notes due 2027, 2.850% Senior Note due 2029 and 3.250% Senior Notes due 2031 (incorporated by reference from Exhibit 4.2 to the Company's current report on Form 8-K (File No. 001-32373) filed on September 23, 2021).</u>
4.7	<u>Indenture, dated as of July 31, 2019, between Las Vegas Sands Corp. and U.S. Bank National Association, as trustee (incorporated by reference from Exhibit 4.1 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on July 31, 2019).</u>
4.8	<u>First Supplemental Indenture, dated as of July 31, 2019, between Las Vegas Sands Corp. and U.S. Bank National Association, as trustee, relating to the 3.200% Notes due 2024 (incorporated by reference from Exhibit 4.2 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on July 31, 2019).</u>
4.9	<u>Form of Las Vegas Sands Corp.'s 3.200% Notes due 2024 (incorporated by reference from Exhibit 4.3 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on July 31, 2019).</u>
4.10	<u>Second Supplemental Indenture, dated as of July 31, 2019, between Las Vegas Sands Corp. and U.S. Bank National Association, as trustee, relating to the 3.500% Notes due 2026 (incorporated by reference from Exhibit 4.4 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on July 31, 2019).</u>
4.11	<u>Form of Las Vegas Sands Corp.'s 3.500% Notes due 2026 (incorporated by reference from Exhibit 4.5 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on July 31, 2019).</u>
4.12	<u>Third Supplemental Indenture, dated as of July 31, 2019, between Las Vegas Sands Corp. and U.S. Bank National Association, as trustee, relating to the 3.900% Notes due 2029 (incorporated by reference from Exhibit 4.6 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on July 31, 2019).</u>
4.13	<u>Form of Las Vegas Sands Corp.'s 3.900% Notes due 2029 (incorporated by reference from Exhibit 4.7 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on July 31, 2019).</u>
4.14	<u>Fourth Supplemental Indenture, dated as of November 25, 2019, between Las Vegas Sands Corp. and U.S. Bank National Association, as trustee, relating to the 2.900% Notes due 2025 (incorporated by reference from Exhibit 4.2 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on November 25, 2019).</u>
4.15	<u>Form of Las Vegas Sands Corp.'s 2.900% Notes due 2025 (incorporated by reference from Exhibit 4.3 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on November 25, 2019).</u>
4.16	<u>Description of Capital Stock (incorporated by reference from Exhibit 4.13 to the Company's Annual Report on Form 10-K (File No. 001-32373) for the year ended December 31, 2019 and filed on February 7, 2020).</u>
10.1	<u>Facility Agreement dated November 20, 2018, among Sands China Ltd., Bank of China Limited, Macau Branch, as agent, the arrangers listed therein and the original lenders listed therein (incorporated by reference from Exhibit 10.9 to the Company's Annual Report on Form 10-K (File No. 001-32373) for the year ended December 31, 2018 and filed on February 22, 2019).</u>
10.2†	<u>Waiver and Amendment Request Letter, dated March 27, 2020, with respect to the Facility Agreement, dated as of November 20, 2018, by and among Sands China Ltd., as borrower, Bank of China Limited, Macau Branch, as agent, and the arrangers and lenders party thereto (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on March 27, 2020).</u>
10.3†	<u>Waiver Extension and Amendment Request Letter, dated September 11, 2020, with respect to the Facility Agreement, dated as of November 20, 2018 by and among Sands China Ltd., as borrower, Bank of China Limited, Macau Branch, as agent, and the arrangers and lenders party thereto (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on September 11, 2020).</u>

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Exhibit No.	Description of Document
10.4†	<u>Waiver Extension and Amendment Request Letter, dated July 7, 2021, with respect to the Facility Agreement, dated as of November 20, 2018, by and among Sands China Ltd., as borrower, Bank of China Limited, Macau Branch, as agent, and the arrangers and lenders party thereto (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on July 7, 2021).</u>
10.5†	<u>Waiver Extension and Amendment Request Letter, dated November 30, 2022, with respect to the Facility Agreement, dated as of November 20, 2018, by and among Sands China Ltd., as borrower, Bank of China Limited, Macau Branch, as agent, and the arrangers and lenders party thereto (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on November 30, 2022).</u>
10.6	<u>Amended and Restated Facility Agreement dated May 11, 2023, among Sands China Ltd., Bank of China Limited, Macau Branch, as agent, the arrangers listed therein and the original lenders listed therein (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on May 12, 2023).</u>
10.7	<u>Revolving Credit Agreement, dated as of August 9, 2019, by and among Las Vegas Sands Corp., the Lenders from time to time party thereto and The Bank of Nova Scotia, as Administrative Agent and Issuing Bank (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on August 12, 2019).</u>
10.8†	<u>Amendment No. 1 to Revolving Credit Agreement, dated as of September 23, 2020, by and among Las Vegas Sands Corp., the Lenders from time to time party thereto and The Bank of Nova Scotia, as Administrative Agent (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on September 23, 2020).</u>
10.9†	<u>Amendment No. 2 to Revolving Credit Agreement, dated as of September 3, 2021, by and among Las Vegas Sands Corp., the Lenders from time to time party thereto and The Bank of Nova Scotia, as Administrative Agent (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on September 3, 2021).</u>
10.10	<u>Amendment No. 3 to Revolving Credit Agreement, dated as of December 7, 2021, by and between Las Vegas Sands Corp. and The Bank of Nova Scotia, as Administrative Agent (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on December 7, 2021).</u>
10.11†	<u>Amendment No. 4 to Revolving Credit Agreement, dated as of January 30, 2023, by and among Las Vegas Sands Corp., the Lenders from time to time party thereto and The Bank of Nova Scotia, as Administrative Agent (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on January 31, 2023).</u>
10.12	<u>Amendment No. 5 to Revolving Credit Agreement, dated as of June 30, 2023, executed and delivered by The Bank of Nova Scotia, as Administrative Agent for the Lenders (incorporated by reference from Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended June 30, 2023 and filed on July 21, 2023).</u>
10.13	<u>Facility Agreement, dated as of June 25, 2012, among Marina Bay Sands Pte. Ltd., as borrower, DBS Bank Ltd., Oversea-Chinese Banking Corporation Limited, United Overseas Bank Limited and Malayan Banking Berhad, Singapore Branch, as global coordinators, DBS Bank Ltd., as agent for the finance parties and security trustee for the secured parties and certain other lenders party thereto (incorporated by reference from Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended June 30, 2012 and filed on August 9, 2012).</u>
10.14	<u>Amendment and Restatement Agreement, dated as of August 29, 2014, to the Facility Agreement, dated as of June 25, 2012 (as amended by an amendment agreement dated November 20, 2013), among Marina Bay Sands Pte. Ltd., as borrower, various lenders party thereto, DBS Bank Ltd. ("DBS"), Oversea-Chinese Banking Corporation Limited, United Overseas Bank Limited and Malayan Banking Berhad, Singapore Branch, as global coordinators, DBS, as agent and security trustee, and DBS, Oversea-Chinese Banking Corporation Limited, United Overseas Bank Limited, Malayan Banking Berhad, Singapore Branch, Standard Chartered Bank, Sumitomo Mitsui Banking Corporation and CIMB Bank Berhad, Singapore Branch, as mandated lead arrangers (including as Schedule 3 thereto, the Form of Amended and Restated Facility Agreement) (incorporated by reference from Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended September 30, 2014 and filed on November 5, 2014).</u>

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Exhibit No.	Description of Document
10.15	<u>Second Amendment and Restatement Agreement dated as of March 14, 2018, to the Facility Agreement, dated as of June 25, 2012 (as amended by an amendment agreement dated November 20, 2013 and further amended and restated by an amendment and restatement agreement dated August 29, 2014), among Marina Bay Sands Pte. Ltd., as borrower, various lenders party thereto and DBS Bank Ltd. as agent and security trustee (incorporated by reference from Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended March 31, 2018 and filed on April 27, 2018).</u>
10.16	<u>Third Amendment and Restatement Agreement, dated as of August 30, 2019, among Marina Bay Sands Pte. Ltd., as borrower, the various lenders party thereto and DBS Bank Ltd., as agent and security trustee and the other parties thereto (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on September 4, 2019).</u>
10.17	<u>Fourth Amendment and Restatement Agreement, dated as of February 9, 2022, among Marina Bay Sands Pte. Ltd., as borrower, and DBS Bank Ltd., as agent and security trustee (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on February 14, 2022).</u>
10.18†	<u>Amendment Letter, dated June 18, 2020, with respect to the facility agreement, originally dated as of June 25, 2012 (as amended, restated, amended and restated, supplemented and otherwise modified) among Marina Bay Sands Pte. Ltd., the lenders party thereto, DBS Bank Ltd., as the agent, and the other parties thereto (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on June 19, 2020).</u>
10.19†	<u>Amendment Letter, dated September 7, 2021, with respect to the facility agreement, originally dated as of June 25, 2012 (as amended, restated, amended and restated, supplemented and otherwise modified) among Marina Bay Sands Pte. Ltd., the lenders party thereto, DBS Bank Ltd., as the agent, and the other parties thereto (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on September 7, 2021).</u>
10.20	<u>Land Concession Agreement, dated as of December 10, 2003, relating to the Sands Macao between the Macao Special Administrative Region and Venetian Macau Limited (incorporated by reference from Exhibit 10.39 to the Company's Amendment No. 1 to Registration Statement on Form S-1 (File No. 333-118827) dated October 25, 2004).</u>
10.21	<u>Amendment, published on April 23, 2008, to Land Concession Agreement, dated as of December 10, 2003, relating to the Sands Macao between the Macao Special Administrative Region and Venetian Macau Limited (incorporated by reference from Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended March 31, 2008 and filed on May 9, 2008).</u>
10.22	<u>Land Concession Agreement, dated as of April 10, 2007, relating to the Venetian Macao, Four Seasons Macao and Site 3 among the Macao Special Administrative Region, Venetian Cotai Limited and Venetian Macau Limited (incorporated by reference from Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended March 31, 2007 and filed on May 10, 2007).</u>
10.23	<u>Amendment published on October 29, 2008, to Land Concession Agreement between Macao Special Administrative Region and Venetian Cotai Limited (incorporated by reference from Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended September 30, 2008 and filed on November 10, 2008).</u>
10.24	<u>Amendment, published on June 5, 2013, to Land Concession Agreement between Macao Special Administrative Region and Venetian Cotai Limited (incorporated by reference from Exhibit 10.22 to the Company's Annual Report on Form 10-K (File No. 001-32373) for the year ended December 31, 2013 and filed on February 22, 2019).</u>
10.25	<u>Amendment, published on October 22, 2014, to Land Concession Agreement between Macao Special Administrative Region and Venetian Cotai Limited (incorporated by reference from Exhibit 10.23 to the Company's Annual Report on Form 10-K (File No. 001-32373) for the year ended December 31, 2014 and filed on February 22, 2019).</u>
10.26	<u>Land Concession Agreement, dated as of May 5, 2010, relating to The Londoner Macao among the Macao Special Administrative Region, Venetian Orient Limited and Venetian Macau Limited (incorporated by reference from Exhibit 10.24 to the Company's Annual Report on Form 10-K (File No. 001-32373) for the year ended December 31, 2013 and filed on February 22, 2019).</u>

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<u>Exhibit No.</u>	<u>Description of Document</u>
10.27	<u>Development Agreement, dated August 23, 2006, between the Singapore Tourism Board and Marina Bay Sands Pte. Ltd. (incorporated by reference from Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended September 30, 2006 and filed on November 9, 2006).</u>
10.28	<u>Supplement to Development Agreement, dated December 11, 2009, by and between Singapore Tourism Board and Marina Bay Sands PTE. LTD (incorporated by reference from Exhibit 10.76 to the Company's Annual Report on Form 10-K (File No. 001-32373) for the year ended December 31, 2009 and filed on March 1, 2010).</u>
10.29†	<u>Supplemental Development Agreement, dated March 22, 2023, between the Singapore Tourism Board and Marina Bay Sands Pte. Ltd. (incorporated by reference from Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended March 31, 2023 and filed on April 21, 2023).</u>
10.30†	<u>Development Agreement, dated April 3, 2019, between the Singapore Tourism Board and Marina Bay Sands Pte. Ltd. (incorporated by reference from Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the three and six months ended June 30, 2019 and filed on July 24, 2019).</u>
10.31+	<u>Las Vegas Sands Corp. 2004 Equity Award Plan (Amended and Restated) (incorporated by reference from Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended June 30, 2014 and filed on August 7, 2014).</u>
10.32+	<u>Las Vegas Sands Corp. Amended and Restated 2004 Equity Award Plan (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on May 20, 2019).</u>
10.33+	<u>Form of Director Restricted Stock Award Agreement under the 2004 Equity Award Plan (incorporated by reference from Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended March 31, 2018 and filed on April 27, 2018).</u>
10.34+	<u>Form of Restricted Stock Award Agreement under the 2004 Equity Award Plan (incorporated by reference from Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended March 31, 2018 and filed on April 27, 2018).</u>
10.35+	<u>Form of Nonqualified Stock Option Agreement under the 2004 Equity Award Plan (incorporated by reference from Exhibit 10.51 to the Company's Annual Report on Form 10-K (File No. 001-32373) for the year ended December 31, 2010 and filed on March 1, 2011).</u>
10.36+	<u>Form of Nonqualified Stock Option Agreement under the 2004 Equity Award Plan (incorporated by reference from Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended March 31, 2018 and filed on April 27, 2018).</u>
10.37+	<u>Form of Director Nonqualified Stock Option Agreement under the 2004 Equity Award Plan (incorporated by reference from Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended March 31, 2018 and filed on April 27, 2018).</u>
10.38+	<u>Form of Director Restricted Stock Units Award Agreement under the 2004 Equity Award Plan (incorporated by reference from Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended March 31, 2018 and filed on April 27, 2018).</u>
10.39+	<u>Form of Director Restricted Stock Units Award Agreement under the 2004 Equity Award Plan (with deferred settlement) (incorporated by reference from Exhibit 10.8 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended March 31, 2018 and filed on April 27, 2018).</u>
10.40+	<u>Form of Restricted Stock Units Award Agreement under the 2004 Equity Award Plan (incorporated by reference from Exhibit 10.9 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended March 31, 2018 and filed on April 27, 2018).</u>
10.41+	<u>Las Vegas Sands Corp. Amended and Restated Executive Cash Incentive Plan (incorporated by reference from Exhibit 10.9 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373 for the quarter ended June 30, 2018 and filed on July 25, 2018).</u>
10.42	<u>Second Amended and Restated Registration Rights Agreement, dated as of November 14, 2008, by and among Las Vegas Sands Corp., Dr. Miriam Adelson and the other Adelson Holders (as defined therein) that are party to the agreement from time to time (incorporated by reference from Exhibit 10.2 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on November 14, 2008).</u>

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<u>Exhibit No.</u>	<u>Description of Document</u>
10.43	<u>Investor Rights Agreement, dated as of September 30, 2008, by and between Las Vegas Sands Corp. and the investor named therein (incorporated by reference from Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended September 30, 2008 and filed on November 10, 2008).</u>
10.44+	<u>Las Vegas Sands Corp. Non-Employee Director Deferred Compensation Plan (incorporated by reference from Exhibit 10.88 to the Company's Annual Report on Form 10-K (File No. 001-32373) for the year ended December 31, 2011 and filed on February 29, 2012).</u>
10.45+	<u>Amendment to Non-Employee Director Compensation Program — Increase to Annual Cash Retainer (incorporated by reference from Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the three and nine months ended September 30, 2019 and filed on October 25, 2019).</u>
10.46+	<u>Employment Agreement, dated August 19, 2019, among Las Vegas Sands Corp., Las Vegas Sands, LLC and D. Zachary Hudson (incorporated by reference from Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended June 30, 2020 and filed on July 24, 2020).</u>
10.47+	<u>Terms of Continued Employment, dated March 24, 2021, among Las Vegas Sands Corp., Las Vegas Sands, LLC and Robert G. Goldstein (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on March 24, 2021).</u>
10.48+	<u>Terms of Continued Employment, dated March 24, 2021, among Las Vegas Sands Corp., Las Vegas Sands, LLC and Patrick Dumont (incorporated by reference from Exhibit 10.2 to the Company's current report on Form 8-K (File No. 001-32373) filed on March 24, 2021).</u>
10.49+	<u>Terms of Continued Employment, dated March 24, 2021, among Las Vegas Sands Corp., Las Vegas Sands, LLC and Randy A. Hyzak (incorporated by reference from Exhibit 10.3 to the Company's current report on Form 8-K (File No. 001-32373) filed on March 24, 2021).</u>
10.50+	<u>First Amendment to Employment Agreement, dated March 24, 2021, among Las Vegas Sands Corp., Las Vegas Sands, LLC and D. Zachary Hudson (incorporated by reference from Exhibit 10.4 to the Company's current report on Form 8-K (File No. 001-32373) filed on March 24, 2021).</u>
10.51+*	<u>Second Amendment to Employment Agreement, dated December 13, 2023, among Las Vegas Sands Corp., Las Vegas Sands, LLC and D. Zachary Hudson.</u>
10.52+*	<u>First Amendment to Employment Agreement, dated January 25, 2024, among Las Vegas Sands Corp., Las Vegas Sands, LLC and Randy A. Hyzak.</u>
10.53†	<u>Form of Term Loan Credit and Security Agreement, by and among Las Vegas Sands Corp., Pioneer OpCo, LLC, Pioneer HoldCo, LLC and the Guarantors party thereto (incorporated by reference from Exhibit 10.2 to the Company's current report on Form 8-K (File No. 001-32373) filed on March 3, 2021).</u>
10.54	<u>Subordinated Term Loan Agreement, dated as of July 11, 2022, by and between Sands China Ltd., as the Borrower, and Las Vegas Sands Corp., as the Lender (incorporated by reference from Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended June 30, 2022 and filed on July 22, 2022).</u>
10.55	<u>Concession Contract for the Operation of Casino Games of Chance in the Macao Special Administrative Region, dated as of December 16, 2022, by and between the Macao Special Administrative Region and Venetian Macau Limited (incorporated by reference from Exhibit 10.51 to the Company's Annual Report on Form 10-K (File No. 001-32373) for the year ended December 31, 2022 and filed on February 3, 2023).</u>
10.56**	<u>Deed of Reversion (The Londoner Macao), dated as of December 30, 2022, by and among Venetian Macau Limited, Venetian Orient Limited and the Macao Special Administrative Region (incorporated by reference from Exhibit 10.52 to the Company's Annual Report on Form 10-K (File No. 001-32373) for the year ended December 31, 2022 and filed on February 3, 2023).</u>
10.57	<u>Handover Deed, dated as of December 30, 2022, by and between Venetian Macau Limited and the Macao Special Administrative Region (incorporated by reference from Exhibit 10.53 to the Company's Annual Report on Form 10-K (File No. 001-32373) for the year ended December 31, 2022 and filed on February 3, 2023).</u>

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<u>Exhibit No.</u>	<u>Description of Document</u>
10.58††	<u>Term Loan Credit and Security Agreement, dated as of February 23, 2022, by and among Pioneer HoldCo, LLC, Pioneer OpCo, LLC as Borrower, the Guarantors party thereto, and Las Vegas Sands Corp. (incorporated by reference from Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended March 31, 2022 and filed on April 29, 2022).</u>
21.1*	<u>Subsidiaries of Las Vegas Sands Corp.</u>
23.1*	<u>Consent of Deloitte & Touche LLP.</u>
23.2*	<u>Consent of Haiwen & Partners</u>
31.1*	<u>Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
31.2*	<u>Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
32.1++	<u>Certification of Chief Executive Officer of Las Vegas Sands Corp. pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
32.2++	<u>Certification of Chief Financial Officer of Las Vegas Sands Corp. pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
97*	<u>Clawback Policy.</u>
101*	The following financial information from the Company's Annual Report on Form 10-K for the year ended December 31, 2023, formatted in Inline Extensible Business Reporting Language ("iXBRL"): (i) Consolidated Balance Sheets as of December 31, 2023 and 2022, (ii) Consolidated Statements of Operations for the years ended December 31, 2023, 2022 and 2021, (iii) Consolidated Statements of Comprehensive Income (Loss) for the years ended December 31, 2023, 2022 and 2021, (iv) Consolidated Statements of Equity for the years ended December 31, 2023, 2022 and 2021, (v) Consolidated Statements of Cash Flows for the years ended December 31, 2023, 2022 and 2021, and (vi) Notes to Consolidated Financial Statements.
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.

* Filed herewith.

** The following Deeds of Reversion are substantially identical in all material respects, except as to the subject property, to the Deed of Reversion that is filed as Exhibit 10.56 hereto and are being omitted in reliance on Instruction 2 to Item 601 of Regulation S-K:

Deed of Reversion (The Venetian Macao), dated as of December 30, 2022, by and among Venetian Macau Limited, Venetian Cotai Limited, Venetian Orient Limited and Cotai Strip Lot 2 Apart Hotel (Macao) Limited and the Macao Special Administrative Region.

Deed of Reversion (The Parisian Macao), dated as of December 30, 2022, by and among Venetian Macau Limited, Venetian Cotai Limited, Venetian Orient Limited and Cotai Strip Lot 2 Apart Hotel (Macao) Limited and the Macao Special Administrative Region.

Deed of Reversion (The Four Seasons Macao), dated as of December 30, 2022, by and among Venetian Macau Limited, Venetian Cotai Limited, Venetian Orient Limited and Cotai Strip Lot 2 Apart Hotel (Macao) Limited and the Macao Special Administrative Region.

Deed of Reversion (The Sands Macao), dated as of December 30, 2022, by and among Venetian Macau Limited, Venetian Cotai Limited, Venetian Orient Limited and Cotai Strip Lot 2 Apart Hotel (Macao) Limited and the Macao Special Administrative Region.

† Certain identified information has been redacted from the exhibit in accordance with Item 601(b)(2)(ii) or 601(b)(10)(iv) of Regulation S-K, as applicable

†† Certain schedules to this exhibit have been omitted in accordance with Item 601(a)(5) of Regulation S-K.

+ Denotes a management contract or compensatory plan or arrangement.

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++ This exhibit will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section. Such exhibit shall not be deemed incorporated into any filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended.

ITEM 16. — FORM 10-K SUMMARY

None.

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SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this Annual Report on Form 10-K to be signed on its behalf by the undersigned thereunto duly authorized.

February 7, 2024 LAS VEGAS SANDS CORP.
/s/ ROBERT G. GOLDSTEIN

Robert G. Goldstein,
Chairman of the Board and
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this Annual Report on Form 10-K has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ROBERT G. GOLDSTEIN Robert G. Goldstein	Chairman of the Board, Chief Executive Officer and Director (Principal Executive Officer)	February 7, 2024
/s/ PATRICK DUMONT Patrick Dumont	President, Chief Operating Officer and Director	February 7, 2024
/s/ IRWIN CHAFETZ Irwin Chafetz	Director	February 7, 2024
/s/ MICHELINE CHAU Micheline Chau	Director	February 7, 2024
/s/ CHARLES D. FORMAN Charles D. Forman	Director	February 7, 2024
/s/ LEWIS KRAMER Lewis Kramer	Director	February 7, 2024
/s/ ALAIN LI Alain Li	Director	February 7, 2024
/s/ RANDY HYZAK Randy Hyzak	Executive Vice President and Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	February 7, 2024

THIRD AMENDED AND RESTATED
BY-LAWS
(as further amended effective October 18, 2022)
of
LAS VEGAS SANDS CORP.
(A Nevada Corporation)

ARTICLE 1
DEFINITIONS

As used in these By-laws, unless the context otherwise requires, the term:

- 1.1 “Articles of Incorporation” means the Certificate of Restated Articles of Incorporation of the Corporation, as further amended, supplemented or restated from time to time.
- 1.2 “Assistant Secretary” means an Assistant Secretary of the Corporation.
- 1.3 “Assistant Treasurer” means an Assistant Treasurer of the Corporation.
- 1.4 “Board” means the Board of Directors of the Corporation.
- 1.5 “By-laws” means these Amended and Restated By-Laws of the Corporation, as further amended from time to time.
- 1.6 “Chairman” means the Chairman of the Board of Directors of the Corporation.
- 1.7 “Corporation” means Las Vegas Sands Corp., a Nevada corporation.
- 1.8 “Directors” means the directors of the Corporation.
- 1.9 “Entire Board” means all then-authorized Directors of the Corporation.
- 1.10 “Exchange Act” means the Securities Exchange Act of 1934, as amended, or any successor statute thereto.
- 1.11 “General Corporation Law” means Chapter 78 of the Nevada Revised Statutes, as amended from time to time.
- 1.12 “Office of the Corporation” means the principal executive office of the Corporation.
- 1.13 “President” means the President of the Corporation.
- 1.14 “Secretary” means the Secretary of the Corporation.
- 1.15 “Securities Act” means the Securities Act of 1933, as amended, or any successor statute thereto.
- 1.16 “Stockholders” means the stockholders of the Corporation.
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1.17 "Treasurer" means the Treasurer of the Corporation.

1.18 "Vice President" means a Vice President of the Corporation.

ARTICLE 2 STOCKHOLDERS

2.1 Place of Meetings. Every meeting of Stockholders may be held at such place, within or without the State of Nevada, as may be designated by resolution of the Board from time to time. The Board may, in its sole discretion, determine that the meeting of Stockholders shall not be held at any place, but may instead be held solely by means of remote communication in accordance with Nevada law.

2.2 Annual Meeting. A meeting of Stockholders shall be held annually for the election of Directors at such date and time as may be designated by resolution of the Board from time to time. Any other business may be transacted at the annual meeting.

2.3 Special Meetings. Special meetings of Stockholders may be called only by (a) the Chairman or (b) a majority of the members of the Board and may not be called by any other person or persons. Business transacted at any special meeting of Stockholders shall be limited to the purpose stated in the notice.

2.4 Fixing Record Date. For the purpose of (a) determining the Stockholders entitled (i) to notice of or to vote at any meeting of Stockholders or any adjournment thereof or (ii) to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock; or (b) any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date was adopted by the Board and which record date shall not be (x) in the case of clause (a)(i) above, more than 60 days nor less than 10 days before the date of such meeting and (y) in the case of clause (a)(ii) or (b) above, more than 60 days prior to such action. If no such record date is fixed:

2.4.1 the record date for determining Stockholders entitled to notice of or to vote at a meeting of Stockholders shall be the close of business on the day next preceding the day on which notice is given, or, if notice is waived, the close of business on the day next preceding the day on which the meeting is held; and

2.4.2 the record date for determining Stockholders for any purpose other than those specified in Section 2.4.1 hereof shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

When a determination of Stockholders of record entitled to notice of or to vote at any meeting of Stockholders has been made as provided in this Section 2.4, such determination shall apply to any adjournment thereof unless the Board fixes a new record date for the adjourned meeting.

2.5 Notice of Meetings of Stockholders. Whenever under the provisions of applicable law, the Articles of Incorporation or these By-laws, Stockholders are required or permitted to take any action at a meeting, notice shall be given stating the place, if any, date and hour of the meeting, the means of remote communication, if any, by which Stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for

which the meeting is called. Notice of any meeting shall be given, not less than 10 nor more than 59 days before the date of the meeting, to each Stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, with postage prepaid, directed to the Stockholder at his or her address as it appears on the records of the Corporation. An affidavit of the Secretary or an Assistant Secretary or of the transfer agent of the Corporation that the notice required by this Section 2.5 has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein. Any meeting of Stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted at the meeting as originally called. If, however, the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Stockholder of record entitled to vote at the meeting.

2.6 Waivers of Notice. Waiver by a Stockholder in writing of a notice required to be given to such Stockholder shall constitute a waiver of notice of the meeting, whether executed and/or delivered before or after such meeting. Attendance by a Stockholder at a meeting shall constitute a waiver of notice of such meeting except when the Stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting has not been lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Stockholders need be specified in any waiver of notice.

2.7 List of Stockholders. With the frequency required by law, the Secretary shall prepare a list of the Corporation's stockholders, which shall be made available for inspection and copying as and to the extent required by applicable law, including without limitation Section 78.105 of the Nevada Revised Statutes. In addition, the Secretary shall prepare and make, or cause to be prepared and made, at least 10 days before every meeting of Stockholders, a complete list of the Stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each Stockholder and the number of shares registered in the name of each Stockholder. Such list shall be open to the examination of any Stockholder, the Stockholder's agent or attorney, at the Stockholder's expense, for any purpose germane to the meeting, during the meeting and during ordinary business hours for a period of at least 10 days prior to the meeting, at the principal place of business of the Corporation.

2.8 Quorum of Stockholders; Adjournment. At each meeting of Stockholders, the presence in person or by proxy of the holders of a majority in voting power of all outstanding shares of stock entitled to vote at the meeting of Stockholders, shall constitute a quorum for the transaction of any business at such meeting, except that, where a separate vote by a class or series or classes or series is required, a quorum shall consist of no less than a majority in voting power of the shares of such class or series or classes or series. When a quorum is present to organize a meeting of Stockholders and for purposes of voting on any matter, the quorum for such meeting or matter is not broken by the subsequent withdrawal of any Stockholders. In the absence of a quorum, the holders of a majority in voting power of the shares of stock present in person or represented by proxy at any meeting of Stockholders, including an adjourned meeting, whether or not a quorum is present, may adjourn such meeting to another time and place. Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be

counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

2.9 Voting; Proxies. Subject to any voting rights that may be granted to a holder of shares of a series of the Corporation's preferred stock then outstanding, every Stockholder entitled to vote at any meeting of Stockholders shall be entitled to one vote for each share of stock held by such Stockholder which has voting power upon the matter in question. Except as otherwise provided by Articles 5, 8 and 9 of the Articles of Incorporation, Sections 3.3, 3.6 and 6.7 of these By-laws, any provision of the Articles of Incorporation or these By-laws subsequently adopted requiring a different proportion, the rules and regulations of any stock exchange applicable to the Corporation, applicable law or pursuant to any rules or regulations applicable to the Corporation or its securities, at any meeting of Stockholders, all matters shall be decided by the affirmative vote of a majority in voting power of shares of stock present in person or represented by proxy and entitled to vote thereon. At all meetings of Stockholders for the election of Directors, a plurality of the votes cast shall be sufficient to elect. Each Stockholder entitled to vote at a meeting of Stockholders may authorize another person or persons to act for such Stockholder by proxy but no such proxy shall be voted or acted upon after six months from its date, unless the proxy provides for a longer period, not to exceed seven years. A proxy shall be irrevocable if the written authorization states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power. A Stockholder may revoke any proxy that is not irrevocable by attending the meeting and voting the Stockholder's shares in person or by delivering to the Secretary a revocation of the proxy or by delivering a new proxy bearing a later date.

2.10 Voting Procedures and Inspectors of Election at Meetings of Stockholders. The Board, in advance of any meeting of Stockholders, may appoint one or more inspectors, who may be employees of the Corporation, to act at the meeting and make a written report thereof. The Board may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting, the person presiding at the meeting may appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall (a) ascertain the number of shares outstanding and the voting power of each, (b) determine the shares represented at the meeting and the validity of proxies and ballots, (c) count all votes and ballots, (d) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (e) certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of their duties. Unless otherwise provided by the Board, the date and time of the opening and the closing of the polls for each matter upon which the Stockholders will vote at a meeting shall be determined by the person presiding at the meeting and shall be announced at the meeting. No ballot, proxies or votes, or any revocation thereof or change thereto, shall be accepted by the inspectors after the closing of the polls unless any court properly applying jurisdiction over the Corporation upon application by a Stockholder shall determine otherwise. In determining the validity and counting of proxies and ballots cast at any meeting of Stockholders, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for office at an election may serve as an inspector at such election.

2.11 Conduct of Meetings; Organization; Director Nominations and Other Stockholder Proposals.

(a) The Board may adopt by resolution such rules and regulations for the conduct of the meeting of Stockholders as it shall deem appropriate. At each meeting of Stockholders, the President, or in the absence of the President, the Chairman, or if there is no Chairman or if there be one and the Chairman is absent, a Vice President, and in case more than one Vice President shall be present, that Vice President designated by the Board (or in the absence of any such designation, the most senior Vice President, based on age, present), shall preside over the meeting. Any presiding officer of a meeting may delegate its duties and responsibilities to another officer entitled to preside over a meeting pursuant to the preceding sentence. Except to the extent inconsistent with such rules and regulations as are adopted by the Board, the person presiding over any meeting of Stockholders shall have the right and authority to convene and to adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such person, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the presiding officer of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting applicable to Stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the person presiding over the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. The presiding officer at any meeting of Stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such presiding officer should so determine, such person shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board or the person presiding over the meeting, meetings of Stockholders shall not be required to be held in accordance with the rules of parliamentary procedure. The Secretary, or in his or her absence, one of the Assistant Secretaries, shall act as secretary of the meeting. In case none of the officers above designated to act as the person presiding over the meeting or as secretary of the meeting, respectively, shall be present, a person presiding over the meeting or a secretary of the meeting, as the case may be, shall be designated by the Board, and in case the Board has not so acted, in the case of the designation of a person to act as secretary of the meeting, the person to act as secretary of the meeting shall be designated by the person presiding over the meeting.

(b) Only persons who are nominated in accordance with the following procedures shall be eligible for election as Directors. Nominations of persons for election to the Board may be made at an annual meeting or special meeting of Stockholders only (i) by or at the direction of the Board, (ii) by any nominating committee designated by the Board or (iii) by any Stockholder of the Corporation who was a Stockholder of record of the Corporation at the time the notice provided for in this Section 2.11 is delivered to the Secretary, who is entitled to vote for the election of Directors at the meeting and who complies with (A) the applicable provisions of Section 2.11(d) hereof and (B) the applicable requirements of Rule 14a-19 under the Exchange Act (persons nominated in accordance with (iii) above are referred to herein as "Stockholder nominees").

(c) At any annual meeting of Stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting of Stockholders, (i) business must be specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board, (ii) otherwise properly brought before the meeting by or at the direction of the Board or (iii) otherwise properly brought before the meeting by a Stockholder who was a Stockholder of record of the Corporation at the time the notice provided for in this Section 2.11 is delivered to the Secretary, who is entitled to vote at the meeting and who complies with the applicable provisions of Section 2.11(d) hereof (business brought before the meeting in accordance with (iii) above is referred to as "Stockholder business").

(d) At any annual or special meeting of Stockholders (i) all nominations of Stockholder nominees must be made by timely written notice given by or on behalf of a Stockholder of record of the Corporation (the "Notice of Nomination") and (ii) all proposals of Stockholder business must be made by timely written notice given by or on behalf of a Stockholder of record of the Corporation (the "Notice of Business"). To be timely, the Notice of Nomination or the Notice of Business, as the case may be, must be delivered personally to, or mailed to, and received at the Office of the Corporation, addressed to the attention of the Secretary, (i) in the case of the nomination of a person for election to the Board, or business to be conducted, at an annual meeting of Stockholders, not less than ninety (90) days nor more than one hundred and twenty (120) days prior to the first anniversary of the date of the prior year's annual meeting of Stockholders or (ii) in the case of the nomination of a person for election to the Board at a special meeting of Stockholders, not more than one hundred and twenty (120) days prior to and not less than the later of (a) ninety (90) days prior to such special meeting or (b) the tenth day following the day on which the notice of such special meeting was made by mail or Public Disclosure; provided, however, that in the event that either (i) the annual meeting of Stockholders is advanced by more than thirty (30) days, or delayed by more than seventy (70) days, from the first anniversary of the prior year's annual meeting of Stockholders or (ii) no annual meeting was held during the prior year, notice by the Stockholder to be timely must be received (i) no earlier than one hundred and twenty (120) days prior to such annual meeting and (ii) no later than the later of ninety (90) days prior to such annual meeting or ten (10) days following the day the notice of such annual meeting was made by mail or Public Disclosure. In no event shall the adjournment or postponement of an annual or special meeting, or the Public Disclosure thereof, commence a new time period (or extend any time period) for the giving of the Notice of Nomination or Notice of Business, as applicable.

Notwithstanding anything in the immediately preceding paragraph to the contrary, in the event that the number of directors to be elected to the Board at an annual meeting is increased and there is no public announcement by the Corporation naming the nominees for the additional directorships at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting, a Notice of Nomination shall also be considered timely, but only with respect to nominees for the additional directorships, if it shall be delivered at the Office of the Corporation, addressed to the attention of the Secretary, not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the Corporation.

The Notice of Nomination shall set forth (i) the name and record address of the Stockholder and/or beneficial owner proposing to make nominations, as they appear on the Corporation's books, (ii) the class and number of shares of stock held of record and beneficially by such Stockholder and/or such beneficial owner, (iii) whether and the extent to which any derivative instrument, swap, option, warrant, short interest, hedge or profit interest or other transaction has been entered into by or on behalf of such

Stockholder and/or such beneficial owner, or any affiliates or associates of such persons, with respect to stock of the Corporation, (iv) whether and the extent to which any other transaction, agreement, arrangement or understanding (including any short position or any borrowing or lending of shares of stock of the Corporation) has been made by or on behalf of such Stockholder and/or such beneficial owner, or any affiliates or associates of such persons, the effect or intent of any of the foregoing being to mitigate loss to, or to manage risk or benefit of stock price changes for, such person, or any affiliates or associates of such person, or to increase or decrease the voting power or pecuniary or economic interest of such person, or any affiliates or associates of such person, with respect to stock of the Corporation, (v) a description of all agreements, arrangements, or understandings (whether written or oral) between such Stockholder and/or such beneficial owner, or any affiliates or associates of such persons, and any proposed nominee or any other person or persons (including their names) pursuant to which the nomination(s) are being made by such person, and any material interest of such person, or any affiliates or associates of such person, in such nomination, including any anticipated benefit therefrom to such person, or any affiliates or associates of such person, (vi) a representation that the Stockholder is a holder of record of stock of the Corporation entitled to vote at the meeting and intends to appear in person or by proxy at the meeting to propose such nomination, (vii) all information regarding each Stockholder nominee that would be required to be set forth in a definitive proxy statement filed with the Securities and Exchange Commission pursuant to Section 14 of the Exchange Act, and the written consent of each such Stockholder nominee to being named as a nominee in any proxy statement relating to the annual or special meeting, as applicable, and to serve if elected, (viii) each Stockholder nominee's written representation and agreement that he or she (A) is not and will not become a party to any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such Stockholder nominee, if elected as a director of the Corporation, will act or vote on any issue or question that has not been disclosed to the Corporation, (B) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed to the Corporation, (C) has read and will comply with the Corporation's code of ethics, corporate governance guidelines, stock ownership and trading policies and guidelines and any other policies or guidelines of the Corporation applicable to directors, and (D) will make such other acknowledgments, enter into such agreements and provide such information as the Board of Directors requires of all directors, including promptly submitting all completed and signed questionnaires required of the Corporation's directors, (ix) all other information required by Rule 14a-19 under the Exchange Act and (x) all other information that would be required to be filed with the Securities and Exchange Commission if the person proposing such nominations were a participant in a solicitation subject to Section 14 of the Exchange Act. The Corporation may require any Stockholder nominee to furnish such other information as it may reasonably require to determine the eligibility of such Stockholder nominee to serve as a Director of the Corporation. A stockholder providing a Notice of Nomination shall further update and supplement such notice (i) if necessary, so that the information provided or required to be provided in such Notice of Nomination shall be true and correct as of the record date for determining the Stockholders entitled to receive notice of the annual meeting or special meeting, and such update and supplement shall be delivered personally to, or mailed to, and received at the Office of the Corporation, addressed to the attention of the Secretary, not later than 5 business days after the record date for determining the Stockholders entitled to receive notice of such annual meeting or special meeting and (ii) to provide evidence that the stockholder providing a Notice of Nomination has solicited proxies from holders representing at least 67% of the voting power of the shares entitled to vote in the election of directors, and such update and supplement shall be delivered personally to, or mailed to, and received at

the Office of the Corporation, addressed to the attention of the Secretary, not later than 5 business days after the stockholder providing a Notice of Nomination files a definitive proxy statement in connection with such annual meeting or special meeting. The person presiding over the meeting shall, if the facts warrant, determine and declare to the meeting that any proposed nomination of a Stockholder nominee was not made in accordance with the foregoing procedures and, if he should so determine, he shall so declare to the meeting and the defective nomination shall be disregarded.

The Notice of Business shall set forth (i) the name and record address of the Stockholder and/or beneficial owner proposing such Stockholder business, as they appear on the Corporation's books, (ii) the class and number of shares of stock held of record and beneficially by such Stockholder and/or such beneficial owner, (iii) whether and the extent to which any derivative instrument, swap, option, warrant, short interest, hedge or profit interest or other transaction has been entered into by or on behalf of such Stockholder and/or such beneficial owner, or any affiliates or associates of such persons, with respect to stock of the Corporation, (iv) whether and the extent to which any other transaction, agreement, arrangement or understanding (including any short position or any borrowing or lending of shares of stock of the Corporation) has been made by or on behalf of such Stockholder and/or such beneficial owner, or any affiliates or associates of such persons, the effect or intent of any of the foregoing being to mitigate loss to, or to manage risk or benefit of stock price changes for, such person, or any affiliates or associates of such person, or to increase or decrease the voting power or pecuniary or economic interest of such person, or any affiliates or associates of such person, with respect to stock of the Corporation, (v) a representation that the Stockholder is a holder of record of stock of the Corporation entitled to vote at the meeting and intends to appear in person or by proxy at the meeting to propose such business, (vi) a brief description of the Stockholder business desired to be brought before the annual meeting, the text of the proposal (including the text of any resolutions proposed for consideration and, in the event that such business includes a proposal to amend the By-laws, the language of the proposed amendment, and the reasons for conducting such Stockholder business at the annual meeting, (vii) a description of all agreements, arrangements, or understandings (whether written or oral) between or among such Stockholder and/or such beneficial owner, or any affiliates or associates of such persons, and any other person or persons (including their names) in connection with the proposal of such business and any material interest of such person or any affiliates or associates of such person, in such business, including any anticipated benefit therefrom to such person, or any affiliates or associates of such person, and (viii) all other information that would be required to be filed with the Securities and Exchange Commission if the person proposing such Stockholder business were a participant in a solicitation subject to Section 14 of the Exchange Act. A stockholder providing a Notice of Business shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such Notice of Business shall be true and correct as of the record date for determining the Stockholders entitled to receive notice of the annual meeting and such update and supplement shall be delivered personally to, or mailed to, and received at the Office of the Corporation, addressed to the attention of the Secretary, not later than 5 business days after the record date for determining the Stockholders entitled to receive notice of such annual meeting. Notwithstanding anything in these By-laws to the contrary, no business shall be conducted at the annual meeting of Stockholders except in accordance with the procedures set forth in this Section 2.11(d), provided, however, that nothing in this Section 2.11(d) shall be deemed to preclude discussion by any Stockholder of any business properly brought before the annual meeting in accordance with said procedure. Only such business shall be conducted at a special meeting of Stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. The person presiding over the meeting shall, if the facts warrant, determine and declare to the meeting, that business was not properly brought before the meeting in accordance with

the foregoing procedures and, if he should so determine, he shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

Notwithstanding the foregoing provisions of this Section 2.11, if the Stockholder (or a qualified representative of the Stockholder) does not appear at the annual or special meeting of Stockholders to present the Stockholder nomination or the Stockholder business, as applicable, such nomination shall be disregarded and such business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation.

For purposes of this Section 2.11, "Public Disclosure" shall be deemed to be first made when disclosure of such date of the annual or special meeting of Stockholders, as the case may be, is first made in a press release reported by the Dow Jones News Services, Associated Press or comparable national news service, or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act.

Notwithstanding the foregoing, a Stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 2.11. Nothing in this Section 2.11 shall be deemed to affect any rights of the holders of any series of preferred stock of the Corporation pursuant to any applicable provision of the Certificate of Incorporation.

Nothing contained in this Section 2.11 shall be deemed to affect any rights of Stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act (or any successor provision).

2.12 Order of Business. The order of business at all meetings of Stockholders shall be as determined by the person presiding over the meeting.

ARTICLE 3 DIRECTORS

3.1 General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board. The Board may adopt such rules and regulations, not inconsistent with the Articles of Incorporation or these By-laws or applicable law, as it may deem proper for the conduct of its meetings and the management of the Corporation.

3.2 Number; Qualification; Term of Office. The total number of Directors constituting the Entire Board shall be not less than 3 nor more than 15, with the then-authorized number of Directors being fixed from time to time by the Board. Directors need not be Stockholders. Each Director shall be elected to hold office for a term expiring at the next annual meeting of Stockholders and until the election and qualification of his or her successor in office or until any such Director's earlier death, resignation, disqualification or removal from office.

3.3 Election. Directors shall be elected by a plurality of the votes cast at a meeting of Stockholders by the holders of shares present in person or represented by proxy at the meeting and entitled to vote in the election.

3.4 Newly Created Directorships and Vacancies. Subject to the rights of the holders of any series of preferred stock then outstanding, any newly created directorships resulting from any increase in the authorized number of Directors or any

vacancies in the Board resulting from death, resignation, retirement, disqualification, removal from office or other cause may be filled by a majority vote of the remaining Directors then in office although less than a quorum, or by a sole remaining Director, and Directors so chosen shall hold office until the expiration of the term of office of the Director whom he or she has replaced or until his or her successor is duly elected and qualified. No decrease in the number of Directors constituting the Board shall shorten the term of any incumbent Director. When any Director shall give notice of resignation effective at a future date, the Board may fill such vacancy to take effect when such resignation shall become effective in accordance with the General Corporation Law.

3.5 Resignation. Any Director may resign at any time upon notice given in writing or by electronic transmission to the Corporation. Such resignation shall take effect at the time therein specified, and, unless otherwise specified in such resignation, the acceptance of such resignation shall not be necessary to make it effective.

3.6 Removal. Except for those Directors elected by the holders of any series of preferred stock provided for or fixed pursuant to the provisions of the Articles of Incorporation, any Director, or the Entire Board, may be removed from office at any time, but only for cause and only by the affirmative vote of at least 66-2/3% of the total voting power of the outstanding shares of stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class.

3.7 Compensation. Each Director, in consideration of his or her service as such, shall be entitled to receive from the Corporation such amount per annum or such fees for attendance at Directors' meetings, or both, as the Board may from time to time determine, together with reimbursement for the reasonable out-of-pocket expenses, if any, incurred by such Director in connection with the performance of his or her duties. Each Director who shall serve as a member of any committee of Directors, including as chairperson of such committee of Directors, in consideration of serving as such shall be entitled to such additional amount per annum or such fees for attendance at committee meetings, or both, as the Board may from time to time determine, together with reimbursement for the reasonable out-of-pocket expenses, if any, incurred by such Director in the performance of his or her duties. Nothing contained in this Section 3.7 shall preclude any Director from serving the Corporation or its subsidiaries in any other capacity and receiving proper compensation therefor.

3.8 Regular Meetings. Regular meetings of the Board may be held without notice at such times and at such places within or without the State of Nevada as shall from time to time be determined by the Board.

3.9 Special Meetings. Special meetings of the Board may be held at any time or place, within or without the State of Nevada, whenever called by the Chairman, the President or the Secretary or by a majority of the Directors then serving as Directors on at least 24 hours' notice to each Director given by one of the means specified in Section 3.12 hereof other than by mail, or on at least three days' notice if given by mail. Special meetings shall be called by the Chairman, President or Secretary in like manner and on like notice on the written request of a majority of the Directors then serving as Directors. Notwithstanding the foregoing, for a majority of Directors then serving as Directors to call a special meeting of the Board or request that a special meeting be called, they must first give the Chairman prior written notice of the calling of, or request for, a special meeting and the proposed agenda for such meeting at least 12 hours before calling for or requesting such meeting given by one of the means specified in Section 3.12 hereof other than by mail (or with at least two days' notice if given by mail). In addition to the foregoing, if the Chairman determines that an emergency or other pressing issue exists that requires the consideration of the Board, the Chairman may

call a special meeting of the Board upon three hours' notice given by electronic mail to the electronic mail address of each Director on file with the Corporation.

3.10 Meetings Through Electronic Communications. Directors or members of any committee designated by the Board may participate in a meeting of the Board or of such committee by means of electronic communications, videoconferencing, teleconferencing or other available technology permitted under Nevada law (including, without limitation, a telephone conference or other communications equipment by means of which all persons participating in the meeting can hear each other), and participation in a meeting pursuant to this Section 3.10 shall constitute presence in person at such meeting. If any such means are utilized, the Corporation shall, to the extent required under Nevada law, implement reasonable measures to (a) verify the identity of each person participating through such means as a director or member of the committee, as the case may be, and (b) provide the directors or members of the committee a reasonable opportunity to participate in the meeting and to vote on matters submitted to the directors or members of the committee, including an opportunity to communicate, and to read or hear the proceedings of the meeting in a substantially concurrent manner with such proceedings.

3.11 Adjourned Meetings. A majority of the Directors present at any meeting of the Board, including an adjourned meeting, whether or not a quorum is present, may adjourn such meeting to another time and place. At least 24 hours' notice of any adjourned meeting of the Board shall be given to each Director whether or not present at the time of the adjournment, if such notice shall be given by one of the means specified in Section 3.12 hereof other than by mail, or at least three (3) days' notice if by mail. Any business may be transacted at an adjourned meeting that might have been transacted at the meeting as originally called.

3.12 Notice Procedure. Subject to Sections 3.9 and 3.10 hereof, whenever notice is required to be given by the Corporation to any Director, such notice shall be deemed given effectively if given in person or by telephone, by mail addressed to such Director at such Director's address as it appears on the records of the Corporation, with postage thereon prepaid, or by telegram, telex, telecopy or other means of electronic transmission.

3.13 Waiver of Notice. Waiver by a Director in writing of notice of a Director's meeting shall constitute a waiver of notice of the meeting, whether executed and/or delivered before or after such meeting. Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting except when the Director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting has not been lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Directors or a committee of Directors need be specified in any written waiver of notice.

3.14 Organization. At each meeting of the Board, the Chairman, or in the absence of the Chairman, the President, or in the absence of the President, a chairman chosen by a majority of the Directors present, shall preside. The Secretary shall act as secretary at each meeting of the Board. In case the Secretary shall be absent from any meeting of the Board, an Assistant Secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the Secretary and all Assistant Secretaries, the person presiding at the meeting may appoint any person to act as secretary of the meeting.

3.15 Quorum of Directors. The presence in person of a majority of the Entire Board shall be necessary and sufficient to constitute a quorum for the transaction of business at any meeting of the Board.

3.16 Action by Majority Vote. Except as otherwise expressly required by applicable law, the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board.

3.17 Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all Directors or members of such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

ARTICLE 4 COMMITTEES OF THE BOARD

The Board may, by resolution, designate one or more committees, each committee to consist of one or more of the Directors of the Corporation. The Board may adopt charters for one or more of such committees. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. If a member of a committee shall be absent from any meeting, or disqualified from voting thereat, the remaining member or members present at the meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may, by a unanimous vote, appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent permitted by applicable law and to the extent provided in the resolution of the Board designating such committee or the charter for such committee, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it. The Board may remove any Director from any committee at any time, with or without cause. Unless otherwise specified in the resolution of the Board designating a committee or the charter for such committee, at all meetings of such committee, a majority of the then authorized members of the committee shall constitute a quorum for the transaction of business, and the vote of a majority of the members of the committee present at any meeting at which there is a quorum shall be the act of the committee. Each committee shall keep regular minutes of its meetings. Unless the Board otherwise provides, each committee designated by the Board may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board conducts its business pursuant to Article 3 of these By-laws.

ARTICLE 5 OFFICERS

5.1 Positions. The officers of the Corporation shall be a President, a Secretary, a Treasurer and such other officers as the Board may elect, including a Chairman, one or more Vice Presidents and one or more Assistant Secretaries and Assistant Treasurers, who shall exercise such powers and perform such duties as shall be determined from time to time by resolution of the Board. The Board may elect one or more Vice Presidents as Executive Vice Presidents and may use descriptive words or phrases to designate the standing, seniority or areas of special competence of the Vice

Presidents elected or appointed by it. Any number of offices may be held by the same person.

5.2 Election. The officers of the Corporation shall be elected by the Board at its annual meeting or at such other time or times as the Board shall determine.

5.3 Term of Office. Each officer of the Corporation shall hold office for the term for which he or she is elected and until such officer's successor is elected and qualifies or until such officer's earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Corporation. Such resignation shall take effect at the date of receipt of such notice or at such later time as is therein specified, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective. The resignation of an officer shall be without prejudice to the contract rights of the Corporation, if any. Any officer may be removed at any time, with or without cause, by the Board. Any vacancy occurring in any office of the Corporation may be filled by the Board. The removal of an officer, with or without cause, shall be without prejudice to the officer's contract rights, if any. The election or appointment of an officer shall not of itself create contract rights.

5.4 Fidelity Bonds. The Corporation may secure the fidelity of any or all of its officers or agents by bond or otherwise.

5.5 Chairman. The Chairman, if one shall have been appointed, shall preside at all meetings of the Board and shall exercise such powers and perform such other duties as shall be determined from time to time by resolution of the Board.

5.6 Chief Executive Officer. The Chief Executive Officer shall have general supervision over the business of the Corporation, subject, however, to the control of the Board and of any duly authorized committee of the Board. The Chief Executive Officer shall preside at all meetings of the Stockholders and at all meetings of the Board at which the Chairman (if there be one) is not present. The Chief Executive Officer may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts and other instruments, except in cases in which the signing and execution thereof shall be expressly delegated by resolution of the Board or by these By-laws to some other officer or agent of the Corporation or shall be required by applicable law otherwise to be signed or executed and, in general, the Chief Executive Officer shall perform all duties incident to the office of Chief Executive Officer of a corporation and such other duties as may from time to time be assigned to the Chief Executive Officer by resolution of the Board.

5.7 President. At the request of the Chief Executive Officer, or, in the Chief Executive Officer's absence, at the request of the Board, the President, if one shall have been appointed, shall perform all of the duties of the Chief Executive Officer and, in so performing, shall have all the powers of, and be subject to all restrictions upon, the Chief Executive Officer. The President may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts and other instruments, except in cases in which the signing and execution thereof shall be expressly delegated by resolution of the Board or by these By-laws to some other officer or agent of the Corporation or shall be required by applicable law otherwise to be signed or executed and, in general, the President shall perform all duties incident to the office of President of a corporation and such other duties as may from time to time be assigned to the President by resolution of the Board.

5.8 Vice Presidents. At the request of the President, or, in the President's absence, at the request of the Board, the Vice Presidents shall (in such order as may be designated by the Board, or, in the absence of any such designation, in order of

seniority based on title) perform all of the duties of the President and, in so performing, shall have all the powers of, and be subject to all restrictions upon, the President. Any Vice President may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts and other instruments, except in cases in which the signing and execution thereof shall be expressly delegated by resolution of the Board or by these By-laws to some other officer or agent of the Corporation, or shall be required by applicable law otherwise to be signed or executed, and each Vice President shall perform such other duties as from time to time may be assigned to such Vice President by resolution of the Board or by the President.

5.9 **Secretary.** The Secretary shall attend all meetings of the Board and of the Stockholders and shall record all the proceedings of the meetings of the Board and of the Stockholders in a book to be kept for that purpose, and shall perform like duties for committees of the Board, when required. The Secretary shall give, or cause to be given, notice of all special meetings of the Board and of the Stockholders and shall perform such other duties as may be prescribed by the Board or by the President, under whose supervision the Secretary shall be. The Secretary shall have custody of the corporate seal of the Corporation, and the Secretary, or an Assistant Secretary, shall have authority to affix the same on any instrument requiring it, and when so affixed, the seal may be attested by the signature of the Secretary or by the signature of such Assistant Secretary. The Board may, by resolution, give general authority to any other officer to affix the seal of the Corporation and to attest the same by such officer's signature. The Secretary or an Assistant Secretary may also attest all instruments signed by the President or any Vice President. The Secretary shall have charge of all the books, records and papers of the Corporation relating to its organization and management, shall see that the reports, statements and other documents required by applicable law are properly kept and filed and, in general, shall perform all duties incident to the office of Secretary of a corporation and such other duties as may from time to time be assigned to the Secretary by resolution of the Board or by the President.

5.10 **Treasurer.** The Treasurer shall have charge and custody of, and be responsible for, all funds, securities and notes of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any sources whatsoever; deposit all such moneys and valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board; against proper vouchers, cause such funds to be disbursed by checks or drafts on the authorized depositories of the Corporation signed in such manner as shall be determined by the Board and be responsible for the accuracy of the amounts of all moneys so disbursed; regularly enter or cause to be entered in books or other records maintained for the purpose full and adequate account of all moneys received or paid for the account of the Corporation; have the right to require from time to time reports or statements giving such information as the Treasurer may desire with respect to any and all financial transactions of the Corporation from the officers or agents transacting the same; render to the President or the Board, whenever the President or the Board shall require the Treasurer so to do, an account of the financial condition of the Corporation and of all financial transactions of the Corporation; disburse the funds of the Corporation as ordered by the Board; and, in general, perform all duties incident to the office of Treasurer of a corporation and such other duties as may from time to time be assigned to the Treasurer by resolution of the Board or by the President.

5.11 **Assistant Secretaries and Assistant Treasurers.** Assistant Secretaries and Assistant Treasurers shall perform such duties as shall be assigned to them by the Secretary or by the Treasurer, respectively, or by resolution of the Board or by the President.

ARTICLE 6
GENERAL PROVISIONS

6.1 Certificates Representing Shares. The shares of stock of the Corporation shall be represented by certificates, or shall be uncertificated shares that may be evidenced by a book-entry system maintained by the registrar of such stock, or a combination of both. Every holder of stock shall be entitled to have a certificate, signed by or in the name of the Corporation by the Chairman, if any, or the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, certifying the number of shares owned by such holder of stock in the Corporation; provided that the Board may authorize the issuance of uncertificated shares of some or all of any or all classes or series of the Corporation's stock. Any such issuance of uncertificated shares shall have no effect on existing certificates for shares until such certificates are surrendered to the Corporation, or on the respective rights and obligations of the Stockholders. Any or all of the signatures upon a certificate may be facsimiles. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon any certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

6.2 Transfer and Registry Agents. The Corporation may from time to time maintain one or more transfer offices or agents and registry offices or agents at such place or places as may be determined from time to time by the Board.

6.3 Lost, Stolen or Destroyed Certificates. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

6.4 Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or by means of, or be in the form of, any information storage device or method, provided that the records so kept can be converted into clearly legible paper form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to applicable law.

6.5 Seal. The corporate seal shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

6.6 Fiscal Year. The fiscal year of the Corporation shall be determined by resolution of the Board.

6.7 Amendments. Subject to the rights of holders of shares of any series of the Corporation's preferred stock then outstanding, these By-laws may be altered, amended or repealed and new By-laws may be adopted either (i) by a majority of the Directors present at a meeting at which a quorum is present or (ii) by the affirmative vote of at least 66-2/3% of the voting power of the shares of then outstanding voting stock of the Corporation, voting together as a single class.



SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement ("Second Amendment") is entered into by and between Las Vegas Sands Corp., a Nevada corporation ("LVSC"), and Las Vegas Sands, LLC, a wholly owned subsidiary of LVSC (together with LVSC, the "Company") and D. Zachary Hudson ("you") effective January 1, 2024 ("Effective Date"). Capitalized terms that are used in this Second Amendment but that are not defined herein shall have the meanings assigned to those terms in the Agreement as amended by that certain First Amendment effective March 1, 2021 (the "Amended Agreement"). In consideration of the mutual promises, covenants, conditions, and provisions contained herein, the parties agree as follows:

1. **Extension of Term.** The term of employment set forth in Section 3 (Term) of the Amended Agreement is hereby extended through and including December 31, 2029.
2. **Base Salary.** The gross base salary stated in Section 4 (Base Salary) of the Amended Agreement shall be increased to \$1,300,000 effective January 1, 2024.
3. **Bonus/Incentive.** Section 5 of the Amended Agreement (Bonus/Incentive) is replaced in its entirety by the following:

You will be eligible for an annual bonus ("Bonus") under the Las Vegas Sands Corp. Executive Cash Incentive Plan in which the Company's senior executives participate for each calendar year of the Term (with a target Bonus of 175% of Base Salary commencing in calendar year 2024), subject to the achievement of performance criteria approved by the CEO and established by the Compensation Committee of the Board of Directors of LVSC (the "Compensation Committee"). The Bonus shall be payable at 85% of target if the applicable performance criteria are determined to be achieved at the threshold payout level and shall not exceed 115% of target if the applicable performance criteria are determined to be achieved at the maximum payout level. The actual amount of the Bonus for each such calendar year shall be determined by the Compensation Committee after consultation with the CEO. The Bonus for any year shall be payable at the same time as annual bonuses are paid to other senior executives of the Company, but no later than March 15 of the year immediately following the year to which the Bonus relates, subject to your continued employment through the payment date (except for the Bonus for the 2029 calendar year, which shall be subject to your continued employment through the end of the Term).

4. **Equity Award.** Section 6 of the Amended Agreement is replaced in its entirety by the following:

- (a) In each calendar year during the Term while you are employed by the Company, commencing with respect to performance in calendar year 2024, subject to the achievement of performance criteria established by the Compensation Committee for you in respect of the prior calendar year, the Compensation Committee will grant you restricted stock units ("RSUs") in respect of a number of shares (the "Shares") of LVSC common stock ("Common Stock") in a target amount equal to 200% of your base salary based upon the fair market value per Share on the date of grant (the "Annual RSU Award"). The Annual RSU Award shall be granted at 85% of target if the applicable performance criteria are determined to be achieved at the threshold level and shall not exceed 115% of target if the applicable performance criteria are determined to be achieved at the maximum level. The actual amount of the Annual RSU Award for each such calendar year shall be determined by the Compensation Committee in its sole discretion. The RSUs shall be granted pursuant to the terms of the LVSC Amended and Restated 2004 Equity Award Plan (the "2004 Plan") or a successor plan, and shall vest as to thirty-three percent (33%) on the first and second anniversaries of such grant and thirty-four percent (34%) on the third anniversary of such grant subject to your continued employment with the Company as of the applicable vesting date or otherwise as described in this Agreement. The Annual RSU Award for each year during the Term shall be granted following the first meeting of the Compensation Committee during the year to which such Annual RSU Award relates (at the time when equity incentive awards are granted to other employees of the Company, but in no event later than March 15 of such year). Except as otherwise provided herein, the RSUs shall be subject to the terms and conditions of the 2004 Plan (or a successor plan) and the Company's form of Restricted Stock Units Award Agreement for its senior executives. If elected by you, the Company shall withhold Shares sufficient to cover the minimum statutory withholding taxes due in connection with the vesting of the RSUs.
- (b) The Compensation Committee has approved that on the date this Second Amendment is executed (the "Date of Grant" as defined under the 2004 Plan) you will be granted options to purchase shares of Common Stock with a total Black-Scholes value of \$7,950,000 on the Date of Grant (the "Second Amendment Option Grant"). The exercise price per share of Common Stock for the Second Amendment Option Grant shall be equal to the closing price of a share of Common Stock on the Date of Grant. Except as otherwise set forth herein, the Second Amendment Option Grant shall vest on December 31, 2029, subject to your continued employment with the Company as of the vesting date. The Second Amendment Option Grant shall be subject to the terms and conditions of the 2004 Plan (or a successor plan) and the Company's form of Nonqualified Stock Option Agreement for its senior executives.
-

5. **Termination by the Company without Cause; Termination by You for Good Reason.** The first paragraph of Section 11(b) of the Amended Agreement is replaced in its entirety by the following:

The Company may terminate your employment without Cause at any time by giving you written notice to that effect. You may terminate your employment for Good Reason (as defined below) upon 60 days advance written notice. In the event that the Company terminates your employment without Cause or you terminate your employment for Good Reason, commencing in calendar year 2024 you shall thereupon be entitled to (i) payments equal to your Base Salary plus your target Bonus paid over the twelve (12) months following your termination, subject to applicable withholdings, provided that: (A) the first such payment shall not be made until the first regular payroll date following the effective date (after the expiration of the applicable revocation period) of the general release and covenant not to sue that you are required to execute pursuant to Section 12 below, which first payment shall consist of all such payments that otherwise would have been made to you pursuant to this Section 11(b) between the termination of your employment and the effective date of such general release and covenant not to sue, and (B) to the extent necessary to avoid accelerated taxation and/or tax penalties under Section 409A (as defined below), the applicable portion of such payments shall be paid prior to March 15 of the year following the year in which the termination of your employment occurred, and (ii) the immediate vesting of the portion of the Second Amendment Option Grant that would have vested had the Second Amendment Option Grant been subject to annual pro rata vesting commencing with the Date of Grant. Should the Company terminate your employment without Cause, you will also: be reimbursed for reasonable expenses incurred, but not paid prior to the effective date of such termination of employment, subject to Company policies including providing of supporting receipts; be entitled to such rights to other compensation and benefits as may be provided in applicable plans and programs of the Company, including, without limitation, applicable employee benefit plans and programs, according to the terms and conditions of such plans and programs including COBRA benefits at your own expense; and a relocation to the city of your choice in the continental United States pursuant to the Company's relocation policy.

6. **Release.** The final paragraph of Section 12 of the Amended Agreement is replaced in its entirety by the following:

Release. Notwithstanding any other provision of this Agreement to the contrary, you acknowledge and agree that any payments or accelerated vesting to which you may become entitled under Section 11(b) above are conditional upon and subject to your (a) execution of a general release and covenant not to sue in a form reasonably acceptable to the Company within 60 days following the termination of your employment which will include a release of all claims you may have against the Company, its affiliates and their respective directors, officers and employees and (b) not revoking your consent to the general release and covenant not to sue in accordance with any applicable law and the terms of such release.

7. **Non-Competition.** Section 13(a) of the Amended Agreement is replaced in its entirety by the following:

Non-Competition. During all periods of employment with the Company and for a period commencing on the date of any termination of employment ("Termination Date") and ending one (1) year following the Termination Date, you agree that you will not serve as a senior manager, business leader or strategic advisor to any casino or casino-hotel or any affiliate thereof or any other competitor that operates within (i) Clark County, Nevada including, without limitation, the City of Las Vegas, or any governmental unit, incorporated or unincorporated area within Clark County, Nevada, (ii) the Macau Special Administrative Region of The People's Republic of China, (iii) Japan, (iv) Korea, (v) Thailand, (vi) New York and New Jersey, (vii) Singapore, (viii) Texas, or (ix) any other location in which the Company or any of its affiliates is doing business or has made substantial plans to commerce doing business, in each case at the time of your termination; provided, however that nothing herein shall prohibit you from practicing law under any applicable rules of professional conduct. You acknowledge and agree that the restrictive covenant contained in this paragraph is supported by valuable consideration, and is reasonable in its scope and duration, and that the covenant protects the legitimate interests of the Company and imposes no undue hardship on you. The period, the geographical area and the scope of the restrictions on your activities are divisible so that if any provision of the restriction shall be declared by a court of competent jurisdiction or by an arbitrator to exceed that maximum time period, geographical area, or scope which such court or arbitrator deems reasonable and enforceable, this provision shall be automatically modified to the extent necessary to make it reasonable and enforceable as may be determined by any such court or arbitrator.

8. **Non-disparagement.** Section 14(b) of the Amended Agreement is replaced in its entirety by the following:

Non-disparagement. During all periods of employment and in perpetuity thereafter, you agree that you shall neither cause to be made or offered, nor make or offer any slanderous, denigrating, disparaging or malicious comments, remarks, statements or opinions regarding Sheldon G. Adelson, the estate of Sheldon G. Adelson, the Company, its subsidiaries or affiliates, or any of their respective predecessors or successors, or any individuals or entities that to your knowledge are current or former directors, officers, employees, shareholders, partners, members, agents or representatives of any of the foregoing, in their capacities as such, with respect to any of their respective past or present activities, or otherwise publish (whether in writing or orally) statements that tend to portray any of the aforementioned parties in an unfavorable light; provided, that nothing herein shall or shall be deemed to prevent or impair you from filing a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("Government Agencies"). You understand that this Agreement does not limit your ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government

Agency, including providing documents or other information, without notice to the Company or testifying truthfully in any legal or administrative proceeding if such testimony is compelled or requested or otherwise complying with any subpoenas or other judicial or governmental requests for information. You further understand that nothing herein shall prevent you from exercising your rights under Nevada Assembly Bill No. 248 (2019) or Nevada Assembly Bill No. 60 (2021).

9. **Dispute Resolution.** Section 15 of the Amended Agreement is replaced in its entirety by the following:

In the unlikely event of a dispute, the Company and you expressly understand and voluntarily agree that any claim which either party may have against the other under local, state or federal law including, but not limited to, matters of discrimination, matters arising out of the termination or alleged breach of this Agreement or the terms, conditions or termination of employment, which cannot first be settled through direct discussions between the parties, will be submitted to mediation and, if mediation is unsuccessful, to final and binding arbitration administered by the American Arbitration Association (the "AAA") under its Employment Arbitration Rules and Mediation Procedures (the "Rules") and judgment on the award rendered by the arbitrators may be entered in any court in Clark County, Nevada. A copy of the Rules may be obtained online at <https://www.adr.org/sites/default/files/Employment%20Rules.pdf>, or from the Company's Human Resources department. Any controversy or claim submitted for arbitration shall be submitted to a panel of three (3) arbitrators selected in the manner specified in the Rules from the roster of arbitrators of the AAA. The arbitration proceedings shall be conducted in Las Vegas, Nevada, and the arbitration costs of the AAA including but not limited to the fees of the arbitrator shall be paid by Company, provided, however, that each Party shall be responsible for its own attorney fees. This dispute resolution paragraph of this Agreement provides the exclusive remedies and each party expressly waives the right to pursue redress in any other forum except only the right to pursue equitable remedies. Notwithstanding anything to the contrary herein, (A) you may, but are not required to, arbitrate claims for sexual harassment or assault to the extent applicable law renders a pre-dispute arbitration agreement covering such claims invalid or unenforceable and (B) this Section 15 shall not (x) cover any claim or charge which, by law, cannot be the subject of a compulsory arbitration agreement or (y) preclude you from filing charges with the federal Equal Employment Opportunity Commission or similar state or local agencies. During the pendency of any claim under this dispute resolution procedure, you agree to make no statement orally or in writing regarding the existence of the claim or the facts forming the basis of such claim, or any statement orally or in writing which could impair or disparage the personal or business reputation of the Company, its affiliates or the estate of Sheldon G. Adelson. You understand and acknowledge that by signing this Agreement, you are waiving the right to a jury trial, or a trial before a judge in public court.

10. **Clawback Policies.** Any compensation provided to you which is subject to recovery under any law, government regulation, stock exchange listing requirement or Company policy, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation, stock exchange listing requirement or Company policy (or any policy

adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement), including, without limitation, the LVSC Forfeiture of Improperly Received Compensation Policy, effective January 23, 2018, as may be amended from time to time, and the LVSC Clawback Policy, effective December 1, 2023 (together, the "Clawback Policies"). You knowingly, voluntarily and irrevocably consent to and agree to be bound by and subject to the terms and conditions of the Clawback Policies, including that (i) you will return any erroneously awarded compensation that is required to be repaid in accordance with the Clawback Policies, (ii) the compensation that you receive, have received or may become entitled to receive from the Company is subject to the Clawback Policies, and the Clawback Policies may affect such compensation, and (iii) you have no right to indemnification, insurance payments or other reimbursement by or from the Company for any compensation that is subject to recoupment and/or forfeiture under the Clawback Policies.

11. **Original Amended Agreement.** Except as expressly modified by this Second Amendment, the terms and conditions of the Amended Agreement are, and shall continue to remain, in full force and effect. In the event of a conflict between the terms of this Second Amendment and the Amended Agreement, the terms of this Second Amendment shall control.

The parties have read, understood, and duly executed this Second Amendment by their signatures below.

D. Zachary Hudson

Las Vegas Sands Corp.

/S/ D. ZACHARY HUDSON

/S/ ROBERT G. GOLDSTEIN

Robert G. Goldstein
Chief Executive Officer

Date: December 13, 2023

Date: December 13, 2023



FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement ("First Amendment") is entered into by and between Las Vegas Sands Corp., a Nevada corporation ("LVSC"), and Las Vegas Sands, LLC, a wholly owned subsidiary of LVSC (together with LVSC, the "Company") and Randy A. Hyzak ("you") effective as of January 1, 2024 ("Effective Date"). Capitalized terms that are used in this First Amendment but that are not defined herein shall have the meanings assigned to those terms in the employment agreement by and between the Company and you effective as of January 26, 2021 (the "Agreement"). In consideration of the mutual promises, covenants, conditions, and provisions contained herein, the parties agree as follows:

1. **Extension of Term.** The term of employment set forth in Section 4 (Employment Term) of the Agreement is hereby extended through and including December 31, 2029.

2. **Annual Performance Bonus.** Section 6(b) of the Agreement (Annual Performance Bonus) is replaced in its entirety by the following:

You will be eligible for an annual bonus ("Bonus") under the Las Vegas Sands Corp. Executive Cash Incentive Plan in which the Company's senior executives participate for each calendar year of the Term (with a target Bonus of 150% of Base Salary commencing in calendar year 2024), subject to the achievement of performance criteria approved by the CEO and established by the Compensation Committee of the Board of Directors of LVSC (the "Compensation Committee"). The Bonus shall be payable at 85% of target if the applicable performance criteria are determined to be achieved at the threshold payout level and shall not exceed 115% of target if the applicable performance criteria are determined to be achieved at the maximum payout level. The actual amount of the Bonus for each such calendar year shall be determined by the Compensation Committee after consultation with the CEO. The Bonus for any year shall be payable at the same time as annual bonuses are paid to other senior executives of the Company, but no later than March 15 of the year immediately following the year to which the Bonus relates, subject to your continued employment through the payment date (except for the Bonus for the 2029 calendar year, which shall be subject to your continued employment through the end of the Term).

3. **Equity Awards.** Section 7(a) of the Agreement is replaced in its entirety by the following:

In each calendar year during the Term while you are employed by the Company, commencing with respect to performance in calendar year 2024, subject to the achievement of performance criteria established by the Compensation Committee for you in respect of the prior calendar year, the Compensation Committee will grant you restricted stock units ("RSUs") in respect of a number of

shares (the "Shares") of LVSC common stock ("Common Stock") in a target amount equal to 175% of your base salary based upon the fair market value per Share on the date of grant (the "Annual RSU Award"). The Annual RSU Award shall be granted at 85% of target if the applicable performance criteria are determined to be achieved at the threshold level and shall not exceed 115% of target if the applicable performance criteria are determined to be achieved at the maximum level. The actual amount of the Annual RSU Award for each such calendar year shall be determined by the Compensation Committee in its sole discretion. The RSUs shall be granted pursuant to the terms of the LVSC Amended and Restated 2004 Equity Award Plan (the "2004 Plan") or a successor plan, and shall vest as to thirty-three percent (33%) on the first and second anniversaries of such grant and thirty-four percent (34%) on the third anniversary of such grant subject to your continued employment with the Company as of the applicable vesting date or otherwise as described in this Agreement. The Annual RSU Award for each year during the Term shall be granted following the first meeting of the Compensation Committee during the year to which such Annual RSU Award relates (at the time when equity incentive awards are granted to other employees of the Company, but in no event later than March 15 of such year). Except as otherwise provided herein, the RSUs shall be subject to the terms and conditions of the 2004 Plan (or a successor plan) and the Company's form of Restricted Stock Units Award Agreement for its senior executives. If elected by you, the Company shall withhold Shares sufficient to cover the minimum statutory withholding taxes due in connection with the vesting of the RSUs.

4. **Termination by the Company without Cause; Termination by You for Good Reason.** Section 11(b) of the Agreement is replaced in its entirety by the following:

In the event that the Company terminates your employment without Cause (and other than due to death or Disability), or you terminate your employment for Good Reason, commencing in calendar year 2024 you shall be entitled to receive (i) the Accrued Benefits; (ii) an amount equal to the sum of your Base Salary plus your target Bonus, paid over twelve (12) months following the termination of your employment in accordance with the Company's normal payroll practices; (iii) any unpaid Bonus for the calendar year preceding the date of termination of your employment, regardless of the general requirement to remain employed through the payment date; and (iv) immediate vesting of all equity awards previously granted to you pursuant to this Agreement or otherwise. The restrictions set forth in Section 16 (but not in Section 17) shall continue to apply following such termination of employment.

5. **Non-disparagement.** Section 16 of the Agreement amended to include the following as new Section 16(c):

c. During all periods of employment and in perpetuity thereafter, you agree that you shall neither cause to be made or offered, nor make or offer any slanderous, denigrating, disparaging or malicious comments, remarks, statements or opinions regarding Sheldon G. Adelson, the estate of Sheldon G. Adelson, the Company, its subsidiaries or affiliates, or any of their respective predecessors or successors, or any individuals or entities that to your knowledge are current or former directors, officers, employees, shareholders, partners, members, agents or representatives of any of the

foregoing, in their capacities as such, with respect to any of their respective past or present activities, or otherwise publish (whether in writing or orally) statements that tend to portray any of the aforementioned parties in an unfavorable light; provided, that nothing herein shall or shall be deemed to prevent or impair you from filing a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("Government Agencies"). You understand that this Agreement does not limit your ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company or testifying truthfully in any legal or administrative proceeding if such testimony is compelled or requested or otherwise complying with any subpoenas or other judicial or governmental requests for information. You further understand that nothing herein shall prevent you from exercising your rights under Nevada Assembly Bill No. 248 (2019) or Nevada Assembly Bill No. 60 (2021).

6. **Non-Competition.** Section 17(a) of the Amended Agreement is replaced in its entirety by the following:

During your employment with the Company and for a period of one (1) year from the date of termination of your employment for any reason (the "Restriction Period"), you shall not serve as a senior manager, business leader or strategic advisor to any hotel or casino in (i) Nevada, (ii) the Macau Special Administrative Region of The People's Republic of China, (iii) Texas, (iv) Florida (v) New York, (vi) Japan, (vii) Korea, (viii) Vietnam, (ix) Singapore or (x) any other location in which the Company or any of its affiliates is doing business or has made substantial plans to commence doing business, in each case at the time of your termination.

7. **Dispute Resolution.** Section 19(g) of the Agreement amended to include the following as new Section 19(g)(vii):

vii. Notwithstanding anything to the contrary herein, (A) you may, but are not required to, arbitrate claims for sexual harassment or assault to the extent applicable law renders a pre-dispute arbitration agreement covering such claims invalid or unenforceable and (B) this Section 19(g) shall not (x) cover any claim or charge which, by law, cannot be the subject of a compulsory arbitration agreement or (y) preclude you from filing charges with the federal Equal Employment Opportunity Commission or similar state or local agencies.

8. **Clawback Policies.** Any compensation provided to you which is subject to recovery under any law, government regulation, stock exchange listing requirement or Company policy, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation, stock exchange listing requirement or Company policy (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement), including, without limitation, the LVSC Forfeiture of Improperly Received Compensation Policy, effective January 23, 2018, as may be amended from time to time, and the LVSC Clawback Policy, effective December 1, 2023 (together, the "Clawback Policies"). You

knowingly, voluntarily and irrevocably consent to and agree to be bound by and subject to the terms and conditions of the Clawback Policies, including that (i) you will return any erroneously awarded compensation that is required to be repaid in accordance with the Clawback Policies, (ii) the compensation that you receive, have received or may become entitled to receive from the Company is subject to the Clawback Policies, and the Clawback Policies may affect such compensation, and (iii) you have no right to indemnification, insurance payments or other reimbursement by or from the Company for any compensation that is subject to recoupment and/or forfeiture under the Clawback Policies.

9. **Original Amended Agreement.** Except as expressly modified by this First Amendment, the terms and conditions of the Agreement are, and shall continue to remain, in full force and effect. In the event of a conflict between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall control.

The parties have read, understood, and duly executed this First Amendment by their signatures below.

Randy A. Hyzak

Las Vegas Sands Corp.

/S/ RANDY HYZAK

/S/ ROBERT G. GOLDSTEIN

Robert G. Goldstein
Chief Executive Officer

Date: January 25, 2024

Date: January 25, 2024

Significant Subsidiaries of Las Vegas Sands Corp.

The following is a list of significant subsidiaries of Las Vegas Sands Corp., omitting subsidiaries which, considered in the aggregate as a single subsidiary, would not constitute a significant subsidiary as of December 31, 2023.

Legal Name	State or Other Jurisdiction of Incorporation or Organization
Las Vegas Sands, LLC	Nevada
LVS (Nevada) International Holdings, Inc.	Nevada
Marina Bay Sands Pte. Ltd.	Singapore
MBS Holdings Pte. Ltd.	Singapore
Sands China Ltd.	Cayman Islands
Venetian Casino Resort, LLC	Nevada
Venetian Cotai Limited	Macao
Venetian Macau Limited	Macao
Venetian Orient Limited	Macao
Venetian Venture Development Intermediate II	Cayman Islands
Venetian Venture Development Intermediate Limited	Cayman Islands

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-275303 on Form S-3 and Registration Statement No. 333-232819 on Form S-8 of our reports dated February 7, 2024, relating to the financial statements of Las Vegas Sands Corp., and the effectiveness of Las Vegas Sands Corp.'s internal control over financial reporting appearing in this Annual Report on Form 10-K for the year ended December 31, 2023.

/s/ Deloitte & Touche LLP

Las Vegas, Nevada
February 7, 2024



February 5, 2024
Las Vegas Sands Corp.
5420 S. Durango Dr.
Las Vegas, Nevada 89113
United States

Dear Sir/Madam:

We hereby consent to the reference of our name under the headings "Business—Doing Business in Macao, Hong Kong and mainland China" and "Risk Factors—Risks Related to Doing Business in China" in Las Vegas Sands Corp.'s (the "Company") Annual Report on Form 10-K (the "2023 Form 10-K"), which will be filed with the Securities and Exchange Commission (the "SEC") on or around the date hereof.

We also consent to the filing of this consent letter with the SEC as an exhibit to the 2023 Form 10-K being filed on the date hereof and incorporated by reference into the Company's registration statement on Form S-3 filed with the SEC on November 3, 2023 and the Company's registration statement on Form S-8 (File No. 333-232819) filed with the SEC on July 25, 2019.

In giving such consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, or under the Securities Exchange Act of 1934, in each case, as amended, or the regulations promulgated thereunder.

Very truly yours,

/s/ Haiwen & Partners

HAIWEN & PARTNERS

海问律师事务所 HAIWEN & PARTNERS

北京市海问律师事务所

地址: 北京市朝阳区东三环中路5号财富金融中心20层 (邮编 100020)
Address: 20/F, Fortune Financial Center, 5 Dong San Huan Central Road, Chaoyang District, Beijing 100020, China
电话(Tel): (+86 10) 8500 6888 传真(Fax): (+86 10) 8500 6098 www.haiwen-law.com

北京 BEIJING | 上海 SHANGHAI | 深圳 SHENZHEN | 香港 HONG KONG | 成都 CHENGDU | 海口 HAIKOU

LAS VEGAS SANDS CORP.

CERTIFICATIONS

I, Robert G. Goldstein, certify that:

1. I have reviewed this annual report on Form 10-K of Las Vegas Sands Corp.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 7, 2024

By: /s/ ROBERT G. GOLDSTEIN
Robert G. Goldstein
Chief Executive Officer
(Principal Executive Officer)

LAS VEGAS SANDS CORP.

CERTIFICATIONS

I, Randy Hyzak, certify that:

1. I have reviewed this annual report on Form 10-K of Las Vegas Sands Corp.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 7, 2024

By: /s/ RANDY HYZAK

Randy Hyzak
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

CERTIFICATION UNDER SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report on Form 10-K for the year ended December 31, 2023 as filed by Las Vegas Sands Corp. with the Securities and Exchange Commission on the date hereof (the "Report"), I certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Las Vegas Sands Corp.

Date: February 7, 2024

By: /s/ ROBERT G. GOLDSTEIN
Robert G. Goldstein
Chief Executive Officer
(Principal Executive Officer)

CERTIFICATION UNDER SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report on Form 10-K for the year ended December 31, 2023 as filed by Las Vegas Sands Corp. with the Securities and Exchange Commission on the date hereof (the "Report"), I certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Las Vegas Sands Corp.

Date: February 7, 2024

By: /s/ RANDY HYZAK

Randy Hyzak
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

Clawback Policy

The Board of Directors (the "Board") of Las Vegas Sands Corp. (the "Company") has determined that it is appropriate for the Company to adopt this Clawback Policy (the "Policy") to be applied to the Executive Officers of the Company effective as of the Effective Date.

1 POLICY STATEMENT

The purpose of this policy is to set forth the circumstances under which the Company's Board of Directors or a Committee thereof may exercise its discretion to require an Executive Officer (as defined in the Policy) to reimburse Erroneously Awarded Compensation (as defined in the Policy).

2 SCOPE

This policy applies to the Executive Officers of the Company.

3 DEFINITIONS

For purposes of this Policy, the following definitions shall apply:

- a) "**Committee**" means the Compensation Committee of the Board.
- b) "**Company Group**" means the Company and each of its Subsidiaries, as applicable.
- c) "**Covered Compensation**" means any Incentive-Based Compensation granted, vested or paid to a person who served as an Executive Officer at any time during the performance period for the Incentive-Based Compensation and that was received (i) on or after the effective date of NYSE listing standard Section 303A.14, (ii) after the person became an Executive Officer and (iii) at a time that the Company had a class of securities listed on a national securities exchange or a national securities association.
- d) "**Effective Date**" means December 1, 2023.
- e) "**Erroneously Awarded Compensation**" means the amount of Covered Compensation granted, vested, or paid to a person that exceeds the amount of Covered Compensation that otherwise would have been granted, vested or paid to the person had such amount been determined based on the applicable Restatement, computed without regard to any taxes paid (i.e., on a pre-tax basis). For Covered Compensation based on stock price or total shareholder return, where the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in a Restatement, the Committee will determine the amount of such Covered Compensation that constitutes Erroneously Awarded Compensation, if any, based on a reasonable estimate of the effect of the Restatement on the stock price or total shareholder return upon which the Covered Compensation was granted, vested or paid and the Committee shall maintain documentation of such determination and provide such documentation to the NYSE.
- f) "**Exchange Act**" means the Securities Exchange Act of 1934.
- g) "**Executive Officer**" means each "officer" of the Company as defined under Rule 16a-1(f) under Section 16 of the Exchange Act, which shall be deemed to include any individuals identified by the Company as executive officers pursuant to Item 401(b) of Regulation S-K under the Exchange Act. Both current and former Executive Officers are subject to the Policy in accordance with its terms.
- h) "**Financial Reporting Measure**" means (i) any measure that is determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measures derived wholly or in part from such measures and may consist of GAAP or non-GAAP financial measures (as defined under Regulation G of the Exchange Act and Item 10 of Regulation S-K under the Exchange Act), (ii) stock price or (iii) total shareholder return. Financial Reporting Measures may or may not be

filed with the SEC and may be presented outside the Company's financial statements, such as in Managements' Discussion and Analysis of Financial Conditions and Result of Operations or in the performance graph required under Item 201(e) of Regulation S-K under the Exchange Act.

- l) **"Home Country"** means the Company's jurisdiction of incorporation.
- j) **"Incentive-Based Compensation"** means any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a Financial Reporting Measure.
- k) **"Lookback Period"** means the three completed fiscal years (plus any transition period of less than nine months that is within or immediately following the three completed fiscal years and that results from a change in the Company's fiscal year) immediately preceding the date on which the Company is required to prepare a Restatement for a given reporting period, with such date being the earlier of: (i) the date the Board, a committee of the Board, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare a Restatement, or (ii) the date a court, regulator or other legally authorized body directs the Company to prepare a Restatement. Recovery of any Erroneously Awarded Compensation under the Policy is not dependent on if or when the Restatement is actually filed.
- l) **"NYSE"** means the New York Stock Exchange.
- m) **"Received"** Incentive-Based Compensation is deemed "received" in the Company's fiscal period during which the Financial Reporting Measure specified in or otherwise relating to the Incentive-Based Compensation award is attained, even if the grant, vesting or payment of the Incentive-Based Compensation occurs after the end of that period.
- n) **"Restatement"** means a required accounting restatement of any Company financial statement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including (i) to correct an error in previously issued financial statements that is material to the previously issued financial statements (commonly referred to as a "Big R" restatement) or (ii) to correct an error in previously issued financial statements that is not material to the previously issued financial statements but that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (commonly referred to as a "little r" restatement), within the meaning of Exchange Act Rule 10D-1 and NYSE listing standard Section 303A.14. Changes to the Company's financial statements that do not represent error corrections under the then-current relevant accounting standards will not constitute Restatements. Recovery of any Erroneously Awarded Compensation under the Policy is not dependent on fraud or misconduct by any person in connection with the Restatement.
- o) **"SEC"** means the United States Securities and Exchange Commission.
- p) **"Subsidiary"** means any domestic or foreign corporation, partnership, association, joint stock company, joint venture, trust, or unincorporated organization "affiliated" with the Company, that is, directly or indirectly, through one or more intermediaries, "controlling", "controlled by" or "under common control with", the Company. "Control" for this purpose means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, contract or otherwise.

4 REQUIREMENTS OF THE POLICY

Recoupment of Erroneously Awarded Compensation

In the event of a Restatement, any Erroneously Awarded Compensation received during the Lookback Period (a) that is then-outstanding but has not yet been paid shall be automatically and immediately forfeited and (b) that has been paid to any person shall be subject to reasonably prompt repayment to the Company Group in accordance with Section 3 of this Policy. The Committee must pursue (and shall not have the discretion to waive) the forfeiture and/

or repayment of such Erroneously Awarded Compensation in accordance with Section 3 of this Policy, except as provided below.

Notwithstanding the foregoing, the Committee (or, if the Committee is not composed entirely of independent directors, a majority of the independent directors serving on the Board) may determine not to pursue the forfeiture and/or recovery of Erroneously Awarded Compensation from any person if the Committee determines that such forfeiture and/or recovery would be impracticable due to any of the following circumstances: (i) the direct expense paid to a third party (for example, reasonable legal expenses and consulting fees) to assist in enforcing the Policy would exceed the amount to be recovered (following reasonable attempts by the Company Group to recover such Erroneously Awarded Compensation, the documentation of such attempts, and the provision of such documentation to the NYSE), (ii) pursuing such recovery would violate the Company's Home Country laws adopted prior to November 28, 2022 (provided that the Company obtains an opinion of Home Country counsel acceptable to the NYSE that recovery would result in such a violation and provides such opinion to the NYSE), or (iii) recovery would likely cause any otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of Company Group, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

Means of Repayment

In the event that the Committee determines that any person shall repay any Erroneously Awarded Compensation, the Committee shall provide written notice to such person by email or certified mail to the physical address on file with the Company Group for such person, and the person shall satisfy such repayment in a manner and on such terms as required by the Committee, and the Company Group shall be entitled to set off the repayment amount against any amount owed to the person by the Company Group, to require the forfeiture of any award granted by the Company Group to the person, or to take any and all necessary actions to reasonably promptly recoup the repayment amount from the person, in each case, to the fullest extent permitted under applicable law, including without limitation, Section 409A of the Internal Revenue Code and the regulations and guidance thereunder. If the Committee does not specify a repayment timing in the written notice described above, the applicable person shall be required to repay the Erroneously Awarded Compensation to the Company Group by wire, cash or cashier's check no later than thirty (30) days after receipt of such notice.

No Indemnification

No person shall be indemnified, insured or reimbursed by the Company Group in respect of any loss of compensation by such person in accordance with this Policy, nor shall any person receive any advancement of expenses for disputes related to any loss of compensation by such person in accordance with this Policy, and no person shall be paid or reimbursed by the Company Group for any premiums paid by such person for any third-party insurance policy covering potential recovery obligations under this Policy. For this purpose, "Indemnification" includes any modification to current compensation arrangements or other means that would amount to *de facto* indemnification (for example, providing the person a new cash award which would be cancelled to effect the recovery of any Erroneously Awarded Compensation). In no event shall the Company Group be required to award any person an additional payment if any Restatement would result in a higher incentive compensation payment.

Miscellaneous

This Policy will be administered and interpreted by the Committee. Any determination by the Committee with respect to this Policy shall be final, conclusive, and binding on all interested parties. Any discretionary determinations of the Committee under this Policy need not be uniform with respect to all persons, and may be made selectively amongst persons, whether or not such persons are similarly situated.

This Policy is intended to satisfy the requirements of Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as it may be amended from time to time, and any related rules or regulations promulgated by the SEC or the NYSE, including any additional or new requirements that become effective after the Effective Date which upon effectiveness shall be deemed to automatically amend this Policy to the extent necessary to comply with such additional or new requirements.

The provisions in this Policy are intended to be applied to the fullest extent of the law. To the extent that any provision of this Policy is found to be unenforceable or invalid under any applicable law, such provision will be

applied to the maximum extent permitted and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to applicable law. The invalidity or unenforceability of any provision of this Policy shall not affect the validity or enforceability of any other provision of this Policy. Recoupment of Erroneously Awarded Compensation under this Policy is not dependent upon the Company Group satisfying any conditions in this Policy, including any requirement to provide applicable documentation to the NYSE.

The rights of the Company Group under this Policy to seek forfeiture or reimbursement are in addition to, and not in lieu of, any rights of recoupment, or remedies or rights other than recoupment, that may be available to the Company Group pursuant to the terms of any law, government regulation or stock exchange listing requirement or any other policy, code of conduct, employee handbook, employment agreement, equity award agreement, or other plan or agreement of the Company Group.

5 POLICY EXCEPTIONS

To the extent permitted by, and in a manner consistent with applicable law, including SEC and NYSE rules, the Committee may terminate, suspend, or amend this Policy at any time in its discretion.

6 OWNERSHIP

This Policy is owned by the Vice President - Senior Associate General Counsel, Securities and Corporate Affairs, Corporate Legal Department.

Attachment 7.

List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter 'None.' The term 'lobbyist' means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term 'lobbyist' does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NAME	BUSINESS ADDRESS	PHONE NUMBER	DESCRIPTION OF SERVICES PROVIDED	REGISTERED IN
Robert Goldstein	Chairman & CEO Las Vegas Sands Corp. 5500 Haven Street Las Vegas, NV 89119	(702) 923-9000	Lobbying of the Nassau County Executive, Legislature	Registered Nassau County and New York State Lobbyist
Michael Levoff	SVP Public Affairs & Strategy Las Vegas Sands Corp. 5500 Haven Street Las Vegas, NV 89119	(702) 923-9000	Lobbying of the Nassau County Executive, Legislature, Planning Commission, Open Space and Parks Advisory Committee	Registered Nassau County and New York State Lobbyist
Ron Reese	SVP Global Communications Las Vegas Sands Corp. 5500 Haven Street Las Vegas, NV 89119	(702) 923-9000	Lobbying of the Nassau County Executive and Legislature	Registered Nassau County and New York State Lobbyist
David Zac Hudson	EVP Global General Counsel Las Vegas Sands Corp. 5500 Haven Street Las Vegas, NV 89119	(702) 923-9000	Lobbying of the Nassau County Executive	Registered Nassau County and New York State Lobbyist
David Paterson	SVP Adviser to the CEO Las Vegas Sands Corp. 5500 Haven Street Las Vegas, NV 89119	(702) 923-9000	Lobbying of the Nassau County Executive and Legislature	Registered Nassau County and New York State Lobbyist
Mark Boekenhelda	SVP Global Real Estate Development Las Vegas Sands Corp. 5500 Haven Street Las Vegas, NV 89119	(702) 923-9000	Lobbying of the Nassau County Executive	Registered Nassau County and New York State Lobbyist
Jon Oh	VP Corporate Strategy Las Vegas Sands Corp. 5500 Haven Street Las Vegas, NV 89119	(702) 923-9000	Lobbying of the Nassau County Executive	Registered Nassau County and New York State Lobbyist
Resi Cooper	President Ten Key Strategies P.O. Box 1229 Melville, NY 11747	(516) 650-6132	Lobbying of the Nassau County Legislature	Registered Nassau County and New York State Lobbyist
Lauren Corsoran-Dodlin	Lobbyist Ten Key Strategies P.O. Box 1229 Melville, NY 11747	(516) 650-6132	Lobbying of the Nassau County Legislature	Registered Nassau County and New York State Lobbyist



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Theresa (Res) Chaper, Ten Key Strategies LLC, 158 Sweet Hollow Rd, Huntington, NY 11743

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Nassau County, NY State

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

Las Vegas Sands Corp, 5420 S. Durango Drive, Las Vegas, NV 89113

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

Client: Las Vegas Sands Corp. Development & Operations of Nassau Coliseum site

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

See Attached

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

- Attached

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES NO If yes, to what campaign committee? If none, you must so state:

See Attached

be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:

Theresa (Lei) Cooper

Dated:

7/19/24

Vendor:

Ten Key Strategies

Title:

Principal

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

Question 5:

County Executive:
Bruce Blakeman

County Comptroller:
Elaine Phillips

County Legislature:

Scott Davis

Siela Bynoe

Carrie Solages

Patrick Mullaney

Seth Kostow

Debra Mule

Howard Kopel

John Giuffre

Scott Strauss

Mazi Melesa Pilip

Della DeRiggi-Whitton

Michael Giangegorio

Thomas McKeivitt

William Gaylor III

John R. Ferretti Jr

Arnold W. Drucker

Rose Marie Walker

Samantha Goetz

James Kennedy

**STATEMENT OF WORK #2 to the
MASTER PROFESSIONAL SERVICES AGREEMENT
New York Lobbying**

This Statement of Work #2 ("SOW #2") (CW2799783) is entered into under and governed by the terms and conditions of the Master Professional Services Agreement dated June 1, 2022 ("Agreement") (CW2771129) between:

- A. Las Vegas Sands Corp., a Nevada corporation with its principal address at 5500 Haven Street, Las Vegas, Nevada 89119 ("Buyer"); and
- B. Ten Key Strategies, LLC, a New York limited liability company with its principal address at 158 Sweet Hollow Road, Huntington, New York 11743 ("Service Provider").

1. Term

This SOW #2 is effective as of January 1, 2023, and will continue through May 31, 2023, unless terminated earlier in accordance with the terms of the Agreement.

2. Project Organization

Buyer Representative(s):

Ron Reese
SVP of Corporate Communications
ron.reese@sands.com
702-923-9022

Service Provider Representative(s):

Resi Cooper
President
resicooper@gmail.com
516-650-6132

3. Services

Service Provider shall provide to Buyer the following Services in Territory market only.

- 3.1 Provide lobbying services to assist Buyer in obtaining a New York State Gaming License.
- 3.2 Provide lobbying services to Buyer on Nassau County issues.
- 3.3 Attend meetings and conference calls with Buyer officials and staff, as requested.
- 3.4 Additional similar services connected to the foregoing as directed by the Buyer's management may be agreed upon in writing by both Parties.
- 3.5 Strictly comply with Territory, state and federal law including but not limited to all requirements and limitations governing political and campaign contributions.
- 3.6 In the event Buyer determines that the Services have not been performed in accordance with the Agreement's requirements, Buyer shall have no obligation to pay for such Services until such time that they have been performed to Buyer's satisfaction. Any and all such remedial efforts shall be at Service Provider's sole expense.
- 3.7 Service Provider shall provide Buyer with periodic updates in written form as and when appropriate, in Buyer's sole discretion, setting out the action taken and the current status of the Services/the overall project.

- 3.8 Service Provider shall respond promptly or no later than within two (2) business days to requests by Buyer for clarification or information.
- 3.9 Service Provider shall register as a lobbyist under applicable lobbyist registration, legislation and regulation and take any necessary actions and maintain all necessary professional licenses for lobbying and other activities performed by Service Provider.
4. **Pricing**
Buyer shall pay Service Provider monthly installments of USD \$15,000.00 plus expenses as governed by Section 14 of the Agreement. In the event of a termination between scheduled payment dates, Service Provider agrees to prorate the amount payable or paid by Buyer up to the effective termination date, and if any excess has been paid by Buyer, to refund such excess to Buyer within thirty (30) days after termination.
5. **Additional Terms and Conditions**
The following terms apply to this SOW #2 in addition to the terms and conditions set out in the Agreement:
- 5.1 **Confidential Information**
The Parties explicitly and unequivocally agree that, for the purpose of this SOW #2, the Confidential Information shall also include all reports and other deliverables produced by Service Provider for Buyer under this SOW #2, all of which shall be kept confidential by Service Provider in accordance with the terms of the Agreement.
- 5.2 **Contract Monitor**
- (a) The Contract Monitor for this SOW #2 is Ron Reese, SVP of Corporate Communications, ron.reese@sands.com, 702-923-9022 unless Buyer re-designates another Contract Monitor by notice in writing to Service Provider.
 - (b) Service Provider and Service Provider Personnel shall act upon, and only to the extent of, the instructions of the Contract Monitor.
 - (c) The Contract Monitor may monitor and periodically evaluate the performance of Service Provider.
- 5.3 **Restrictions on Service Provider Scope of Work**
- (a) Service Provider is engaged to supply Services only in Territory.
 - (b) Prior to making any written or oral communications with any representative of any government entity including state owned entities, Service Provider shall obtain the written pre-approval of the Contract Monitor.
 - (c) Service Provider shall comply with any conditions imposed by Contract Monitor regarding how the communications are to be handled.
 - (d) In accordance with the No Agency Clause of the Agreement:
 - (i) Service Provider has no authority to and may not conduct any negotiations on behalf of Buyer with any third parties;
 - (ii) Service Provider may not use Buyer's business card nor represent orally or in writing that Service Provider or Service Provider Personnel is a representative or agent of Buyer;
 - (iii) Service Provider shall not accept notices on Buyer's behalf or submit invoices on Service Provider's letterhead or under Service Provider's signature on Buyer's behalf; and
 - (iv) Service Provider shall not, through Service Provider's conduct, cause Buyer to be deemed to be doing business in Territory or create a permanent establishment for Buyer in Territory.
- 5.4 **Reports by Service Provider**
- (a) Service Provider shall provide oral or written reports on the following matters to the Contract Monitor:

- (i) In relation to government interactions, on a weekly basis:
 - A. Name, position and role of the persons Service Provider has been given approval to interact with;
 - B. Current status of the interactions;
 - C. Persons that Service Provider is proposing to interact with.
- (ii) In relation to other activities, on a monthly basis.

5.5 Exclusivity

For the duration of this SOW #2 and for one (1) year thereafter, Service Provider shall not assign any Personnel or supply similar Services to any competing person or organization in Territory without the prior written consent of Buyer.

Accepted and agreed:

Buyer: Las Vegas Sands Corp.	Service Provider: Tan Key Strategies, LLC
<small>Print Name</small> Name: Chad Forster	<small>Print Name</small> Name: Resf Cooper
Title: VP Global Procurement	Title: Principal

Second Amendment to Statement of Work #2

This Second Amendment to Statement of Work #2 ("Amendment") is entered into on December 31, 2023, by and between Las Vegas Sands Corp., a Nevada corporation, located at 5420 South Durango Drive, Las Vegas, Nevada 89113 ("Buyer") and Ten Key Strategies, LLC, a New York limited liability company with its principal address at 158 Sweet Hollow Road, Huntington, New York 11743 ("Service Provider"). Buyer and Service Provider may each be referred to individually as a "Party" and together as the "Parties."

WHEREAS, the Parties previously entered into Statement of Work #2, dated January 1, 2023, as amended on May 31, 2023 (collectively "SOW #2"), which the Parties now desire to amend.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties further agree as follows:

1. **Amendment – Contract Term.** The expiration date of SOW #2 is hereby extended to December 31, 2024, unless otherwise extended or terminated.
2. **Miscellaneous.** Unless otherwise specifically defined in this Amendment, capitalized terms herein shall have the meaning ascribed to them in SOW #2, as applicable. Except for any modifications specifically set forth herein, all other terms and conditions of SOW #2 shall continue in full force and effect.
3. **Counterparts.** This Amendment may be executed in counterparts, each of which when so executed shall be deemed to be an original and, taken together, shall constitute one and the same instrument. Signatures transmitted via facsimile or electronically as PDFs shall be as effective as original signatures.
4. **Compliance.** Service Provider hereby certifies and warrants that there are no material changes to the information provided by Service Provider for its due diligence and compliance review by Buyer, since being last approved on or about May 11, 2022.

Acknowledged and agreed:

Ten Key Strategies, LLC

Resi Cooper

 Signature
 Resi Cooper

 Printed Name
 Principal

 Title

Las Vegas Sands Corp.

Chad Forster

 Signature
 Chad Forster

 Printed Name
 VP Global Procurement

 Title

Theresa Cooper
Ten Key Strategies, LLC
Campaign Contributions
7/19/22-7/19/24

Elected:	Committee Name:
Leg Arnie Drucker	Friends of Arnie Drucker
Leg Josh Lafazan	Josh Lafazan for Responsible Government
Leg Carrie Solages	Friends of Carrie Solages
Leg Siela Bynoe	Siela For Senate



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Lauren Corcoran - Dublin - Ten Key Strategies, LLC, 158 Sweet Hollow Rd, Huntington, NY 11743

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Nassau County, NY State

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

Las Vegas Sands Corp, 5420 S. Durango Drive, Las Vegas, NV 89113

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

Client: Las Vegas Sands Corp; Development and Operation of Nassau Coliseum site

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

See Attached

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

Attached

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES NO If yes, to what campaign committee? If none, you must so state:

See Attached

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT")

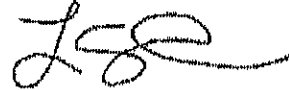
be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:



Dated: July 19, 2024

Vendor:

Ten Key Strategies

Title:

Director of Outreach & Organizing

Insert text here

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

Question 5:

County Executive:
Bruce Blakeman

County Comptroller:
Elaine Phillips

County Legislature:

Scott Davis
Siela Bynoe
Carrie Solages
Patrick Mullaney
Seth Koslow
Debra Mule
Howard Kopel
John Giuffre
Scott Strauss
Mazi Metesa Pillip
Della DeRiggi-Whitton
Michael Giangegorio
Thomas McKeivitt
William Gaylor III
John R. Ferretti Jr
Arnold W. Drucker
Rose Marie Walker
Samantha Goetz
James Kennedy

**STATEMENT OF WORK #2 to the
MASTER PROFESSIONAL SERVICES AGREEMENT
New York Lobbying**

This Statement of Work #2 ("SOW #2") (CW2793783) is entered into under and governed by the terms and conditions of the Master Professional Services Agreement dated June 1, 2022 ("Agreement") (CW2771129) between:

- A. Las Vegas Sands Corp., a Nevada corporation with its principal address at 5500 Haven Street, Las Vegas, Nevada 89119 ("Buyer"); and
- B. Ten Key Strategies, LLC, a New York limited liability company with its principal address at 158 Sweet Hollow Road, Huntington, New York 11743 ("Service Provider").

1. Term

This SOW #2 is effective as of January 1, 2023, and will continue through May 31, 2023, unless terminated earlier in accordance with the terms of the Agreement.

2. Project Organization

Buyer Representative(s):

Ron Reese
SVP of Corporate Communications
ron.reese@sands.com
702-923-9022

Service Provider Representative(s):

Reel Cooper
President
reelcooper@gmail.com
516-650-6132

3. Services

Service Provider shall provide to Buyer the following Services in Territory market only.

- 3.1 Provide lobbying services to assist Buyer in obtaining a New York State Gaming License.
- 3.2 Provide lobbying services to Buyer on Nassau County issues.
- 3.3 Attend meetings and conference calls with Buyer officials and staff, as requested.
- 3.4 Additional similar services connected to the foregoing as directed by the Buyer's management may be agreed upon in writing by both Parties.
- 3.5 Strictly comply with Territory, state and federal law including but not limited to all requirements and limitations governing political and campaign contributions.
- 3.6 In the event Buyer determines that the Services have not been performed in accordance with the Agreement's requirements, Buyer shall have no obligation to pay for such Services until such time that they have been performed to Buyer's satisfaction. Any and all such remedial efforts shall be at Service Provider's sole expense.
- 3.7 Service Provider shall provide Buyer with periodic updates in written form as and when appropriate, in Buyer's sole discretion, setting out the action taken and the current status of the Services/the overall project.

- 3.8 Service Provider shall respond promptly or no later than within two (2) business days to requests by Buyer for clarification or information.
- 3.9 Service Provider shall register as a lobbyist under applicable lobbyist registration, legislation and regulation and take any necessary actions and maintain all necessary professional licenses for lobbying and other activities performed by Service Provider.
4. **Pricing**
Buyer shall pay Service Provider monthly installments of USD \$15,000.00 plus expenses as governed by Section 14 of the Agreement. In the event of a termination between scheduled payment dates, Service Provider agrees to prorate the amount payable or paid by Buyer up to the effective termination date, and if any excess has been paid by Buyer, to refund such excess to Buyer within thirty (30) days after termination.
5. **Additional Terms and Conditions**
The following terms apply to this SOW #2 in addition to the terms and conditions set out in the Agreement:
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The Parties explicitly and unequivocally agree that, for the purpose of this SOW #2, the Confidential Information shall also include all reports and other deliverables produced by Service Provider for Buyer under this SOW #2, all of which shall be kept confidential by Service Provider in accordance with the terms of the Agreement.
- 5.2 **Contract Monitor**
- (a) The Contract Monitor for this SOW #2 is Ron Reese, SVP of Corporate Communications, ron.reese@sands.com, 702-923-9022 unless Buyer re-designates another Contract Monitor by notice in writing to Service Provider.
 - (b) Service Provider and Service Provider Personnel shall act upon, and only to the extent of, the instructions of the Contract Monitor.
 - (c) The Contract Monitor may monitor and periodically evaluate the performance of Service Provider.
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- (a) Service Provider is engaged to supply Services only in Territory.
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 - (iii) Service Provider shall not accept notices on Buyer's behalf or submit invoices on Service Provider's letterhead or under Service Provider's signature on Buyer's behalf; and
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- (i) In relation to government interactions, on a weekly basis:
 - A. Name, position and role of the persons Service Provider has been given approval to interact with;
 - B. Current status of the interactions;
 - C. Persons that Service Provider is proposing to interact with.
- (ii) In relation to other activities, on a monthly basis.

5.5 Exclusivity

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Accepted and agreed:

Buyer: Las Vegas Sands Corp.	Service Provider: Tan Key Strategies, LLC
<small>(Signature)</small> Name: Chad Forster	<small>(Signature)</small> Name: Resl Cooper
Title: VP Global Procurement	Title: Principal

Second Amendment to Statement of Work #2

This Second Amendment to Statement of Work #2 ("Amendment") is entered into on December 31, 2023, by and between Las Vegas Sands Corp., a Nevada corporation, located at 5420 South Durango Drive, Las Vegas, Nevada 89113 ("Buyer") and Ten Key Strategies, LLC, a New York limited liability company with its principal address at 158 Sweet Hollow Road, Huntington, New York 11743 ("Service Provider"). Buyer and Service Provider may each be referred to individually as a "Party" and together as the "Parties."

WHEREAS, the Parties previously entered into Statement of Work #2, dated January 1, 2023, as amended on May 31, 2023 (collectively "SOW #2"), which the Parties now desire to amend,

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties further agree as follows:

1. **Amendment – Contract Term.** The expiration date of SOW #2 is hereby extended to December 31, 2024, unless otherwise extended or terminated.
2. **Miscellaneous.** Unless otherwise specifically defined in this Amendment, capitalized terms herein shall have the meaning ascribed to them in SOW #2, as applicable. Except for any modifications specifically set forth herein, all other terms and conditions of SOW #2 shall continue in full force and effect.
3. **Counterparts.** This Amendment may be executed in counterparts, each of which when so executed shall be deemed to be an original and, taken together, shall constitute one and the same instrument. Signatures transmitted via facsimile or electronically as PDFs shall be as effective as original signatures.
4. **Compliance.** Service Provider hereby certifies and warrants that there are no material changes to the information provided by Service Provider for its due diligence and compliance review by Buyer, since being last approved on or about May 11, 2022.

Acknowledged and agreed:

Ten Key Strategies, LLC

Resi Cooper
 Signature
 Resi Cooper
 Printed Name
 Principal
 Title

Las Vegas Sands Corp.

Chad Forster
 Signature
 Chad Forster
 Printed Name
 VP Global Procurement
 Title

Lauren Corcoran Doolin
Ten Key Strategies, LLC
Campaign Contributions
7/19/22-7/19/24

Elected:	Committee Name:
Leg Siela Bynoe	Siela For Senate

**AMENDMENT IN THE NATURE OF A
SUBSTITUTION
CLERK ITEM 173-24 REDACTED**

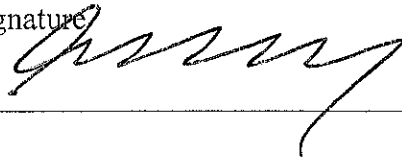
This amendment updates Appendix A to include the approved
and signed Planning Commission Resolution

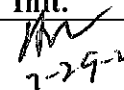
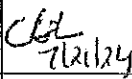


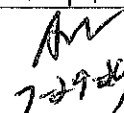
2024 JUL 29 PM 4:13
CLERK OF SUPERIOR COURT
MARIETTA, GA

2024 JUL 29 PM 4:13



Staff Summary

Subject Ordinance to Authorize Operational Lease with LVS NY HOLDCO 2, LLC
Department County Executive
Department Head Name Bruce Blakeman
Department Head Signature 
Date: 7/29/2024

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
 7-29-24	Dept. Head	 7/26/24	Legislative Affairs.
 7/29/24	Budget		County Atty.
 7-29-24	Deputy C.E.		County Exec.

Purpose: To approve an ordinance to authorize Nassau County Executive Bruce A. Blakeman to execute an operational lease (the "Lease") with LVS NY HOLDCO 2, LLC (the "Tenant") for the Site.

Discussion:

History The County leased the original 77-acre Coliseum site (the "Site") to Nassau Events Center, LLC ("NEC") pursuant to a ground lease entered into as of October 30, 2013. In July 2015 the County severed the original ground lease into two (2) separate leases for portions of the Coliseum Site: (i) a Coliseum arena lease (the "Restated Coliseum Lease") on approximately 66 acres (reduced to 61 acres when the County sold 5 acres to Memorial Sloan Kettering) (such sixty-six (66) acres of land, less the approximately five (5) acres subsequently severed from the Original Ground Lease, the "Restated Coliseum Lease Site"); and (ii) a Coliseum plaza lease for retail and entertainment development (the "Plaza Lease") on approximately 11 acres. NEC performed an extensive renovation on the Coliseum arena, substantially completed on April 6, 2017. Because the retail and entertainment amenities were not developed in accordance with the provisions of the Plaza Lease, the County exercised its right to terminate the Plaza Lease by Notice of Termination dated May 22, 2018 resulting in a termination of the Plaza Lease and the recapture by the County of approximately eleven (11) acres of land at the Site.

The Restated Coliseum Lease approved in July of 2015 allowed NEC to obtain leasehold financing in connection with the renovation of the Coliseum. NEC obtained \$100 million in EB-5 leasehold financing in late 2015 through United States Immigration Funding from Nassau Coliseum Funding 100, LLC (Leasehold Lender") who made loans (collectively, the "Loans") to NEC secured by certain mortgages (the "Leasehold Mortgages") encumbering NEC's leasehold interest in and to the Restated Coliseum Lease Site. To be financeable, the Restated Coliseum Lease included standard leasehold lender protections, including the protection giving Leasehold Lender the right to cure any NEC payment default and the right to thereafter take over the lease by stepping into the shoes of its borrower/tenant, NEC. NEC stopped paying rent in 2020 due to the COVID-19 pandemic and announced in June that it did not plan to operate the Coliseum going forward. The County noticed the payment default in July of 2020, thereby activating Leasehold Lender's rights to cure the default and take over the Restated Coliseum Lease by operation of



the provisions of the lease. In view of NEC's default, inability to cure, lack of defense to foreclosure of the Leasehold Mortgages and Leasehold Lender's right to acquire the Restated Coliseum Lease through the foreclosure process, and in lieu of foreclosure, protracted litigation and the attendant time and expense, and to more promptly resume operations of the Coliseum for the ultimate benefit of the County and the public, NEC and Leasehold Lender entered into a Settlement in Lieu of Foreclosure. Pursuant to the Settlement in Lieu of Foreclosure between NEC and Leasehold Lender, Leasehold Lender cured the payment default under the Restated Coliseum Lease and NEC assigned and transferred to Nassau Live, as Leasehold Lender Designee, by operation of the Restated Coliseum Lease and consistent with Leasehold Lender's rights under Schedule J occasioned by NEC's default, all of its right, title and interest in and to the Restated Coliseum Lease, and Nassau Live became the tenant under the Restated Coliseum Lease and assumed all of the terms, covenants and conditions of the Restated Coliseum Lease as of August 20, 2020.

Background on Operational Lease. In 2013, the New York State Constitution was amended to authorize up to seven commercial casinos in the State. Subsequently, the State sited four destination resort casinos in upstate New York. In 2022, the New York State budget established a new siting process and criteria for the remaining three licenses for the Downstate Regions (i.e., Metro NYC). On January 3, 2023, the New York Gaming Facility Commission issued a Request for Applications to solicit proposals for up to three casinos in the downstate area.

On May 26, 2023, the County Executive of Nassau County executed a lease with LVS NY HOLDCO 2, LLC ("Sands") for certain parcels of land in Nassau County including the Nassau Veterans Memorial Coliseum (the "Coliseum"). On November 9, 2023, that lease was annulled by order of the New York Supreme Court, Nassau County and remains annulled pending appeal of the order. Following that annulment, the County of Nassau and Sands entered into a Use & Occupancy Permit to permit Sands to continue to use and occupy the Coliseum and certain surrounding land.

Pursuant to the terms of this Lease, the Tenant will assume the sole responsibility for the security, condition, operation, maintenance, repair and management of the Coliseum and the surrounding premises. The initial term of this lease will be for a period of twenty-seven (27) years with the ability of the Tenant to renew the Lease for three (3) additional terms of five (5) years each. The Tenant has the right, at any time during the term of the Lease, to terminate this Lease upon 60 days' written notice.

During the first (1st) two (2) Lease years, the Tenant is required to keep the Coliseum open and operating and use commercially reasonable efforts to cause the Coliseum to have programming and/or events reasonably consistent with past practice. Beginning with the third (3rd) Lease year, the Tenant shall have the right to cease the ongoing operation of the Coliseum and "go dark".

This Lease does not authorize any development or redevelopment of the Coliseum or the surrounding premises. Nor does this Lease authorize the operation of a casino.

Pursuant to this Lease, the Tenant has the right to sublet the premises or assign the Lease and enter into no more than five (5) severance leases for portions of the premises.

For each of the first three (3) Lease years, the Tenant shall pay the County a non-refundable annual payment in the amount of \$10,000,000.00. In the event that the Tenant terminates the Lease prior to the last day of the third (3rd) Lease Year, the County may immediately accelerate the Tenant's payment obligations for the remainder of the first three (3) Lease years. In addition, the Tenant shall pay rent to the



County in the amount of \$1.00 per year for the first three (3) Lease years and \$5,000,000 per year thereafter as escalated.

The Tenant shall pay a non-refundable one-time fixed payment to the County for the Tenant's use and occupancy of the premises in the amount of \$1,000,000. The Tenant shall also pay the County \$900,000 per year for the County's provision of exterior police and security in connection with the premises and in addition to any policing and security provided by Tenant.

This lease is separate from and independent of a proposed lease that is being negotiated by the County Executive and the Tenant. That second proposed lease, which is not the subject of this ordinance, would permit the Tenant to redevelop the Coliseum and the surrounding premises, subject to land use, zoning and other required approvals, into the Sands Integrated Resort, which would include casino, hotel, and other uses. An ordinance concerning that second proposed lease is being presented to the Legislature at the same meeting as this ordinance.

Impact on Funding:

Recommendation: Approve Ordinance.



County of Nassau Inter-Departmental Memo

To: Clerk of the County Legislature
From: County Attorney
Date: July 29, 2024
Subject: ORDINANCE - ORIG. DEPT. – County Executive

MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (“SEQRA”) AND THE SEQRA IMPLEMENTING REGULATIONS WITH RESPECT TO AN AGREEMENT OF LEASE BY AND BETWEEN THE COUNTY OF NASSAU, AS LANDLORD, AND LVS NY HOLDCO 2, LLC, AS TENANT, IN CONNECTION WITH THE LEASING OF THE NASSAU COUNTY VETERANS MEMORIAL COLISEUM PROPERTY, LOCATED IN UNIONDALE, IN THE TOWN OF HEMPSTEAD, COUNTY OF NASSAU, AND STATE OF NEW YORK, AND KNOWN AND DESIGNATED AS SECTION 44, BLOCK F, LOTS 351, 411, 412, AND 415 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, TO ALLOW THE USE, OCCUPANCY, OPERATION, MAINTENANCE, AND SECURITY OF THE EXISTING COLISEUM PROPERTY, AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO EXECUTE A LEASE AND ALL OTHER PERTINENT DOCUMENTS AND TO TAKE OTHER ACTIONS TO CONSUMMATE THE AFORESAID AGREEMENT OF LEASE.

The above-described document attached hereto is forwarded for your review and approval and subsequent transmittal to the County Legislature for inclusion upon its calendar.

THOMAS A. ADAMS
County Attorney

A handwritten signature in black ink, appearing to read "Kevin Hardiman", is written over the printed name of the Deputy County Attorney.

By: Kevin Hardiman
Deputy County Attorney

Attachments

ORDINANCE NO. - 2024

MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (“SEQRA”) AND THE SEQRA IMPLEMENTING REGULATIONS WITH RESPECT TO AN AGREEMENT OF LEASE BY AND BETWEEN THE COUNTY OF NASSAU, AS LANDLORD, AND LVS NY HOLDCO 2, LLC, AS TENANT, IN CONNECTION WITH THE LEASING OF THE NASSAU COUNTY VETERANS MEMORIAL COLISEUM PROPERTY, LOCATED IN UNIONDALE, IN THE TOWN OF HEMPSTEAD, COUNTY OF NASSAU, AND STATE OF NEW YORK, AND KNOWN AND DESIGNATED AS SECTION 44, BLOCK F, LOTS 351, 411, 412, AND 415 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, TO ALLOW THE USE, OCCUPANCY, OPERATION, MAINTENANCE, AND SECURITY OF THE EXISTING COLISEUM PROPERTY, AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO EXECUTE A LEASE AND ALL OTHER PERTINENT DOCUMENTS AND TO TAKE OTHER ACTIONS TO CONSUMMATE THE AFORESAID AGREEMENT OF LEASE.

APPROVED AS TO FORM



Deputy County Attorney

WHEREAS, the County of Nassau (the “County”), as Landlord, has negotiated a Lease (the “Lease”) with LVS NY HOLDCO 2, LLC, as Tenant, a copy of which Lease is on file with the Clerk of the County Legislature, for the use, occupancy, operation, maintenance, and security of certain land and the existing improvements thereon (the “Premises”) consisting of the Nassau Veterans Memorial Coliseum and the approximately 72-acre Coliseum site known and designated on the Nassau County Land and Tax Map as Section 44, Block F, Lots 351, 411, 412, and 415 (the “proposed

action”), and such Lease does not authorize the Premises to be (a) developed or (b) used for a casino;

WHEREAS, pursuant to Section 1611 of the Nassau County Charter and acting in an advisory capacity to the Nassau County Legislature, the Nassau County Planning Commission has reviewed the proposed action – namely, the Lease -- and adopted a resolution (a copy of which is annexed hereto as Appendix A) recommending, based on its review of the environmental documents and supporting documentation, that the Nassau County Legislature classify the proposed action as an Unlisted Action under the New York State Environmental Quality Review Act (“SEQRA”) and the SEQRA implementing regulations, determine that the proposed action will not have a significant adverse impact on the environment, issue a SEQRA “negative declaration” for the proposed action, and approve the proposed action without condition;

WHEREAS, the Nassau County Legislature has conducted a coordinated review in accordance with 6 NYCRR §617.6(b)(2) and (3) of the SEQRA implementing regulations at 6 NYCRR Part 617, and no involved agency has objected to the Nassau County Legislature serving as the SEQRA lead agency for the proposed action;

WHEREAS, the Nassau County Legislature has reviewed the “Full Environmental Assessment Form” (“EAF”), Part 1 for the proposed action;

WHEREAS, the Nassau County Legislature has completed Part 2 of the EAF for the proposed action;

WHEREAS, the Nassau County Legislature has reviewed the provisions of 6 NYCRR §617.4 and 6 NYCRR §617.5 of the SEQRA implementing regulations to assess the proper classification of the proposed action; and

WHEREAS, the Nassau County Legislature has reviewed the criteria for determining significance of proposed actions set forth in 6 NYCRR §617.7(c) of the SEQRA implementing regulations;

BE IT ORDAINED BY THE LEGISLATURE OF THE COUNTY OF NASSAU
AS FOLLOWS:

1. That the Nassau County Legislature hereby deems itself to be the SEQRA lead agency for the proposed action;
2. That, upon consideration of 6 NYCRR §617.4 and 6 NYCRR §617.5 of the SEQRA implementing regulations, the Nassau County Legislature deems the proposed action to be an Unlisted Action;
3. That, upon consideration of (a) Parts 1 and 2 of the EAF for the proposed action, (b) the criteria set forth in 6 NYCRR §617.7(c) of the SEQRA implementing regulations, and (c) all comments made and materials submitted with respect to the proposed action, the Nassau County Legislature finds that the proposed action will not have a significant adverse impact on the environment and hereby adopts the "State Environmental Quality Review Act (SEQR) Negative Declaration/Notice of Determination of Non-Significance/Proposed Lease for Use, Occupancy, Operation, Maintenance, and Security of Existing Nassau Veterans Memorial Coliseum Property" annexed hereto as Appendix B;
4. That the County Executive be and hereby is authorized to execute, on behalf of the County of Nassau, the Lease, subject to all the terms and conditions contained in the Lease, and to execute any and all other instruments and take such other actions as are necessary to effectuate the terms of the Lease and to carry out the purposes of the Lease; and
5. That this ordinance shall take effect immediately.

APPENDIX A

NASSAU COUNTY PLANNING COMMISSION

LEASE OF COUNTY-OWNED PROPERTY & SEQRA RECOMMENDATIONS

NCPC-OSPAC FILE NO: 2-2024

WHEREAS, pursuant to Nassau County Administrative Code Section 11-8.0, the NASSAU COUNTY PLANNING COMMISSION (the "COMMISSION") issues the following recommendations to the NASSAU COUNTY LEGISLATURE (the "LEGISLATURE") and the NASSAU COUNTY EXECUTIVE regarding the lease of real property owned by Nassau County;

WHEREAS, the NASSAU COUNTY EXECUTIVE signed a lease with LVS NY HOLDCO 2, LLC ("Sands") for certain parcels of land in Nassau County including the Nassau Veterans Memorial Coliseum (the "Coliseum") on May 26, 2023;

WHEREAS, that lease was annulled by order of the New York Supreme Court, Nassau County on November 9, 2023, and remains annulled pending appeal of the order;

WHEREAS, following that annulment, the County of Nassau and Sands entered into a Use & Occupancy Permit to permit Sands to continue to use and occupy the Coliseum and certain surrounding land;

WHEREAS, the NASSAU COUNTY EXECUTIVE'S OFFICE forwarded to the COMMISSION a proposal for the execution of a new lease between the County of Nassau and Sands for the Coliseum site ("Proposal"), more particularly described as:

NCPC-OSPAC FILE# 2-2024

Section: 44, Block: F, Lot(s): 351, 411, 412 & 415
1255 Hempstead Turnpike, Uniondale, Town of Hempstead

WHEREAS, the COMMISSION forwarded the Proposal to the NASSAU COUNTY OPEN SPACE AND PARKS ADVISORY COMMITTEE ("OSPAC");

WHEREAS, OSPAC held a public meeting concerning the Proposal on June 18, 2024;

WHEREAS, the COMMISSION held a public hearing concerning the Proposal on June 20, 2024, in accordance with the New York State Public Officers Law, notice of which hearing was sent to Nassau County Legislator Siela A. Bynoe, and Town of Hempstead Supervisor Donald X. Clavin, Jr., as well as to all surrounding property owners within a 150 ft. radius;

WHEREAS, at its public meeting concerning the Proposal on July 10, 2024, OSPAC "[found] that the Proposal has no impact on County open space or parks or any areas of cultural, archeological, habitat, or historic or of an otherwise environmentally sensitive nature and hereby recommends that the NCPC recommend that Proposal without condition";

WHEREAS, pursuant to Section 1611(2)(a) of the Nassau County Charter, the Nassau County Department of Public Works – Office of Real Estate Services has requested that the COMMISSION provide advice, pursuant to the New York State Environmental Quality Review Act ("SEQRA"), with respect to the Proposal;

WHEREAS, upon review of the Town of Hempstead zoning ordinance, the acquisition of the subject property by an adjacent owner could not result in a single lot that could be subdivided for residential development as of right;

WHEREAS, no covenants or restrictions were imposed as a condition of recommendation by the COMMISSION;

WHEREAS, the Proposal does not authorize the Coliseum site to be (i) developed or (ii) used for a casino;

WHEREAS, pursuant to Nassau County Administrative Code Section 11-8.0, the COMMISSION considers the Nassau County Comprehensive Master Plan ("1998 Plan"), the 2003 and 2008 Updates to that Master Plan, and the draft 2010 Nassau County Master Plan (collectively, the "Master Plan"), in making recommendations to the Legislature;

WHEREAS, in reviewing the Proposal, the COMMISSION has considered the Proposal's adherence to the goals laid out in the Master Plan, including:

- That the County should "[p]rotect and preserve the County's critical natural resources, including the wetlands, aquifers, shorelines, water bodies, open space, significant vegetation and nature preserves." (1998 Plan, p. III-7.)
- That the County should "[p]rotect the quality and quantity of Nassau County's groundwater and surface water resources." (1998 Plan, p. III-21.)
- That the County "[s]trengthen the economy . . . by encouraging economic development activities which will provide jobs, increase the tax base, ensure a stable land use pattern, and diversify the County's employment sectors." (1998 Plan, p. VI-4.)
- That the County "[s]upport initiatives which are targeted at strengthening and improving the County's downtowns and Centers." (1998 Plan, p. VI-15.)
- That the County "[s]upport and enhance the cultural facilities, services, programs and events in the County to improve the quality of life and encourage tourism." (1998, p. VII-4.)
- That the County "should coordinate with the Open Space and Parks Advisory Committee ('OSPAC') and other entities to ensure that existing tools for the preservation and protection of Open Space are used effectively." (2003 Plan, p. 43.)
- That the County should "promote and support its traditional downtowns through community-based planning, public investment in infrastructure, programs to strengthen cultural and retail activities, and marketing." (2003 Plan, p. 44.)
- That the County "should target its economic development and planning resources toward the revitalization of low-income areas where opportunities for economic growth and development have historically been overlooked." (2003 Plan, p. 44.)
- That the County "should develop and adopt an energy policy to be factored into its decisions related to real estate consolidation, economic development policy, investments in technology and other matters." (2003 Plan, p. 44.)
- That the County "should build on recent accomplishments in attracting and promoting national sports and cultural events at County facilities." (2003 Plan, p. 45.)
- That the County "should additionally promote its wide range of cultural, historic and retail destinations to maximize the economic strength of its tourism industry." (2003 Plan, p. 45.)
- That the County, "[o]ver the next twenty years, . . . focus on attracting approximately 20,000 new leisure and hospitality jobs in the sports, entertainment & tourism industries." (2010 Plan, Chapter 2: The Economy, p.47.)
- That the County should "[i]dentify areas prone to greater risk from climate change and restrict development in those areas." (2010 Plan, Action Plan p. 16.);

WHEREAS, the COMMISSION finds that the Proposal is in accordance with the Master Plan;

WHEREAS, pursuant to Nassau County Administrative Code Section 11-8.0, the COMMISSION considers the criteria governing review by OSPAC set forth in Title 47 of the Miscellaneous Laws of Nassau County in making recommendations to the Legislature, specifically:

- The “goals and requirements contained in” the documents referenced in Title 47(4)(a) of the Miscellaneous Laws of Nassau County;
- Whether “the project will preserve, protect, restore and enhance environmentally sensitive areas or new or existing recreation lands, including open space, parks, cultural resources, historic and archeological properties, coastal and habitat areas, beaches, waterfronts, waterways, wetlands, and marinas”; and
- Whether “the project will preserve, protect, restore and enhance important natural areas of environmental significance or with rare or unique features or an environmental, cultural, archeological, habitat or historic nature.”;

WHEREAS, the COMMISSION finds that the Proposal is in accordance with those criteria;

WHEREAS, the COMMISSION has conducted its review in accordance with an order of the New York Supreme Court, Nassau County;

NOW THEREFORE BE IT RESOLVED that, based upon review of the environmental documents and supporting documentation, the COMMISSION recommends that the LEGISLATURE find that the proposed action regarding NCP-OSPAC #2-2024 be classified as an unlisted action and determine that it will not have a significant adverse impact on the environment; and be it further

RESOLVED, that the COMMISSION hereby recommends that the LEGISLATURE complete the review of the proposed action under SEQRA by classifying the action as an unlisted action and issuing a **NEGATIVE DECLARATION**; and be it further

RESOLVED, that the COMMISSION hereby recommends that the LEGISLATURE approve the Proposal without condition.

The foregoing resolution was offered:

The resolution herein was, in accordance with all applicable law, duly considered, moved, and adopted by the following vote:

Leonard Shapiro, Chair	NOT PRESENT
Jeffrey Greenfield, Vice-Chair	AYE
Neal Lewis, 3rd Vice-Chair	AYE
Dana Durso	AYE
Ronald J. Ellerbe	NOT PRESENT
Murray Forman	NOT PRESENT
Denise Gold	AYE
Khandan Kalaty	AYE
Reid Sakowich	AYE

The Chair declared the resolution duly adopted.

OSPAC 2-2024

Adopted: July 18, 2024

This resolution may be modified to allow for the correction of any mathematical, graphical and/or clerical errors, and to finalize any placeholders to reflect the vote, subsequent to any approval and adoption of said resolution without the necessity for a vote to be taken by the Nassau County Planning Commission if said resolution is approved and adopted by the affirmative vote of a majority of said Nassau County Planning Commission.

Resolution of Nassau County Planning Commission
Adopted: July 18, 2024
OSPAC File# 2-2024

STATE OF NEW YORK)
) SS:
COUNTY OF NASSAU)

I, William Nimmo, Deputy Commissioner for the Nassau County Planning Commission, do hereby certify, that I have compared the preceding with the original resolution passed by the Planning Commission of Nassau County, New York, on July 18, 2024 on file in my office and recorded in the record of proceedings of the Planning Commission of the County of Nassau and do hereby certify the same to be a correct transcript therefrom and of the whole said original.

I further certify that the resolution herein above was passed by the concurring affirmative vote of the Planning Commission of the County of Nassau.

IN WITNESS WHEREOF, I have hereunto set my hand,
This 18th day of July in the year of 2024.



WILLIAM NIMMO, DEPUTY COMMISSIONER
NASSAU COUNTY PLANNING COMMISSION

APPENDIX B

State Environmental Quality Review (SEQR)
NEGATIVE DECLARATION
Notice of Determination of Non-Significance

**Proposed Lease for Use, Occupancy, Operation, Maintenance, and Security of
Existing Nassau Veterans Memorial Coliseum Property**

Project Number: _____

Date: ___/___/2024

This notice is issued pursuant to Article 8 of the Environmental Conservation Law (State Environmental Quality Review Act ["SEQRA"]) and the implementing regulations therefor at 6 NYCRR Part 617.

The Nassau County Legislature, as lead agency, has determined, subsequent to review of the Full Environmental Assessment Form (Parts 1 and 2) and all attachments, and testimony provided and information presented to the Nassau County Legislature, that the proposed action, described below, will not have a significant adverse impact on the environment, and an Environmental Impact Statement ("EIS") will not be prepared.

- Lead Agency:** Nassau County Legislature
- Name of Proposed Action:** Lease for Use, Occupancy, Operation, Maintenance, and Security of Existing Nassau Veterans Memorial Coliseum property
- SEQRA Status:** Unlisted

Description of Action: The proposed action consists of the execution of a lease for the use, occupancy, operation, maintenance, and security of the existing Coliseum. This lease does not contemplate nor does it authorize development or redevelopment of the Coliseum property.

Location: The subject property is situated at 1255 Hempstead Turnpike (Nassau Veterans Memorial Coliseum Parcels), Uniondale, New York. The subject property includes approximately 71.6 acres designated on the Nassau County Tax Maps as Section 44 – Block F – Lots 351, 411, 412, 415.

Reasons supporting this determination:

In accordance with SEQRA and its implementing regulations at 6 NYCRR Part 617, the Nassau County Legislature using the Full Environmental Assessment Form and other documents and materials referenced herein and comparing same to the thresholds set forth in 6 NYCRR §617.4 and §617.5 has determined that this project is an Unlisted action. Coordinated review has been conducted.

The proposed action includes the approval of a lease between the County of Nassau and LVS NY Holdco 2, LLC solely for the use, occupancy, operation, maintenance, and security of the existing Coliseum. This lease does not contemplate nor does it authorize development or redevelopment of the Coliseum property.

Based upon the information contained in the Full Environmental Assessment Form (Parts 1 and 2) and attachments, and testimony provided and information presented, the Nassau County Legislature, after due deliberation, review and analysis of the aforesaid information and the criteria set forth in 6 NYCRR §617.7(c), determines that the proposed action will not result in significant adverse impacts to the environment. This determination is supported by the fact that the proposed action consists solely of the approval of a lease to allow for the use, occupancy, operation, maintenance, and security of the existing Nassau Veterans Memorial Coliseum property for the same purposes as it currently is, and has historically been, used and occupied, and no development or redevelopment is authorized by this lease. Accordingly:

- no increase in solid waste generation would result due to this action. Thus, implementation of the proposed action will not adversely impact regional solid waste management practices.
- the proposed action would not result in an increase in water use or sanitary discharge. As such, no adverse impacts to groundwater or surface water quantity or quality would result from implementation of the proposed action. Moreover, as there will be no physical change to any property as part of the proposed action, there would not be an increase in the potential for erosion or flooding.
- there would be no increase in traffic, air quality or noise impacts, as implementation of the proposed action would continue the current and historical use of the site. Thus, no adverse traffic, air quality or noise impacts would result.
- the proposed action would not result in the removal or destruction of vegetation or fauna; interference with the movement of any resident or migratory fish or wildlife species; impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources.
- as the affected property is not situated in a Critical Environmental Area ("CEA"), the proposed action would not impair the environmental characteristics of a CEA.
- the proposed action would not result in the creation of a material conflict with a community's current plans or goals as officially approved or adopted.
- implementation of the proposed action would not adversely impact the character or quality of important historical, archaeological, architectural or aesthetic resources or of existing community or neighborhood character.

- the proposed action would not result in a change in the use of either the quantity or type of energy.
- the proposed action would not result in the creation of a hazard to human health.
- the proposed action would not change the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses.
- the proposed action would not attract a large number of people to the subject site, compared to the number of people who would come to the subject site absent the action.
- the proposed action would not create a material demand for other actions that would result in significant adverse impacts.
- implementation of the proposed action would not result in changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a significant adverse impact on the environment.
- implementation of the proposed action would not result in cumulative impacts that would meet any of the criteria set forth within 6 NYCRR §617.7(e).

SEQRA Negative Declaration

Name and Title of Responsible Officer in Lead Agency

Signature of Responsible Officer

Name and Title of Preparer

Signature of Preparer

For Further Information:

Contact Person: Michael C. Pulitzer
Clerk of the Nassau County Legislature

Address: Theodore Roosevelt
Executive & Legislative
Building
1550 Franklin Avenue
Mineola, New York 11501

Telephone Number: 516-571-4252

E-Mail Address: mpulitzer@nassaucountyny.gov

For this Unlisted Action, a copy of this Negative Declaration is maintained in the files of the lead agency and has been distributed to:

Applicant: The Honorable Bruce Blakeman, Nassau County Executive
1550 Franklin Avenue
Mineola, New York 11501

Chief Executive
Officer of the

Town of Hempstead: The Honorable Donald X. Clavin, Supervisor
Town of Hempstead
Town Hall
One Washington Street
Hempstead, New York 11550

Involved Agencies: The Honorable Bruce Blakeman, Nassau County Executive
1550 Franklin Avenue
Mineola, New York 11501

Sheldon L. Shrenkel, CEO/Executive Director
Nassau County Industrial Development Agency
One West Street – Fourth Floor
Mineola, New York 11501

Lessee: LVS NY Holdco 2, LLC
5420 S. Durango Drive
Las Vegas, Nevada 89113

Environmental Notice Bulletin at: enb@gw.dec.state.ny.us

ENB, NYS Department of Environmental Conservation
625 Broadway
Albany, New York 12233-1750

*Full Environmental Assessment Form
Part 1 - Project and Setting*

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Lease for Use, Occupancy, Operation and Maintenance of Existing Nassau Veterans Memorial Coliseum property ("Coliseum")		
Project Location (describe, and attach a general location map): 1255 Hempstead Turnpike, Unlondale, Town of Hempstead, Nassau County (see Site Location Map) NCTM:Section 44- Block F- Lots 361, 411, 412, 415		
Brief Description of Proposed Action (include purpose or need): The proposed action consists of the approval and execution of a lease for the use, occupancy, operation, maintenance and security of the existing Coliseum. This lease does not contemplate nor does it authorize redevelopment of the Coliseum property.		
Name of Applicant/Sponsor: LVS NY Holdco 2, LLC (Lessee)		Telephone: See Project Contact
		E-Mail: See Project Contact
Address: 5420 S. Durango Drive		
City/PO: Las Vegas	State: NV	Zip Code: 89113
Project Contact (if not same as sponsor; give name and title/role): Daniel J. Baker, Esq., Greenberg Trautig		Telephone: 516-629-9610
		E-Mail: Dan.Baker@gtlaw.com
Address: 900 Stewart Avenue		
City/PO: Garden City	State: NY	Zip Code: 11530
Property Owner (if not same as sponsor): Nassau County (Property Owner and Lessor)		Telephone: 516-571-3131
		E-Mail: atwalsh@nassaucountyny.gov
Address: 1550 Franklin Avenue		
City/PO: Mineola	State: NY	Zip Code: 11501

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Nassau County Executive Lease Approval; Nassau County Legislature Lease Approval; Nassau County Industrial Development Agency Granting of Financial Assistance*	
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally-adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? (Nassau County Master Plan 1998, Update 2006)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s):	
The Coliseum is listed as a cultural facility in the Nassau County Open Space Plan. The Nassau County Open Space Plan does not make any specific recommendations for the Coliseum.	

*Referrals also required to Nassau County Planning Commission and Nassau County Open Space & Parks Advisory Committee

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district? <u>Mitchel Field Mixed Use (MFM) District</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the use permitted or allowed by a special or conditional use permit?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c. Is a zoning change requested as part of the proposed action? If Yes, i. What is the proposed new zoning for the site? _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
C.4. Existing community services.	
a. In what school district is the project site located? <u>Uniondale Union Free School District</u>	
b. What police or other public protection forces serve the project site? <u>Nassau County Police Department (NCPD) - Third Precinct</u>	
c. Which fire protection and emergency medical services serve the project site? <u>Uniondale Fire Department provides fire protection and emergency services to the project site. NC Emergency Ambulance Bureau provides ambulance service to the site.</u>	
d. What parks serve the project site? <u>Eleanor Park, Mitchel Field Athletic Complex, as well as smaller local parks.</u>	

D. Project Details

D.1. Proposed and Potential Development	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Proposed action is approval of a lease that authorizes the use, occupancy, operation, maintenance and security of existing Coliseum.	
b. a. Total acreage of the site of the proposed action? _____ <u>71.6±</u> acres b. Total acreage to be physically disturbed? _____ <u>0</u> acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ <u>86.3±</u> acres	
c. Is the proposed action an expansion of an existing project or use? i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
d. Is the proposed action a subdivision, or does it include a subdivision? If Yes, i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____ ii. Is a cluster/conservation layout proposed? _____ iii. Number of lots proposed? _____ iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
e. Will the proposed action be constructed in multiple phases? No Construction Proposed _____ i. If No, anticipated period of construction: _____ months ii. If Yes: • Total number of phases anticipated _____ • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year • Anticipated completion date of final phase _____ month _____ year • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

f. Does the project include new residential uses? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____
g. Does the proposed action include new non-residential construction (including expansions)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If Yes,				
i. Total number of structures _____				
ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length				
iii. Approximate extent of building space to be heated or cooled: _____ square feet				
h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If Yes,				
i. Purpose of the impoundment: _____				
ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____				
iii. If other than water, identify the type of impounded/contained liquids and their source. _____				
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres				
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length				
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____				
D.2. Project Operations				
a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)				
If Yes:				
i. What is the purpose of the excavation or dredging? _____				
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?				
• Volume (specify tons or cubic yards): _____				
• Over what duration of time? _____				
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____				
iv. Will there be onsite dewatering or processing of excavated materials? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, describe. _____				
v. What is the total area to be dredged or excavated? _____ acres				
vi. What is the maximum area to be worked at any one time? _____ acres				
vii. What would be the maximum depth of excavation or dredging? _____ feet				
viii. Will the excavation require blasting? <input type="checkbox"/> Yes <input type="checkbox"/> No				
ix. Summarize site reclamation goals and plan: _____				

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If Yes:				
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____				

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No
 If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
 If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No
 If Yes:

i. Total anticipated water usage/demand per day: 97,273 gallons/day (based on full occupancy)*

ii. Will the proposed action obtain water from an existing public water supply? Yes No
 If Yes:

- Name of district or service area: Town of Hempstead Water Department (Unlondale Water District), Mitchel Field Water Supply Area
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No
 If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____
N/A

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ ** gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No
 If Yes:

i. Total anticipated liquid waste generation per day: 97,273 gallons/day (based on full occupancy)*

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____
Sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? *** Yes No
 If Yes:

- Name of wastewater treatment plant to be used: Cedar Creek Water Pollution Control Plant
- Name of district: Roosevelt Industrial Area Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

*Same as existing; varies based on attendance levels

**Existing water supplied by existing wells

***No new liquid waste will be generated; the existing waste will continue to go to Cedar Creek Water Pollution Control Plant

• Do existing sewer lines serve the project site? Yes No
 • Will a line extension within an existing district be necessary to serve the project? Yes No
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____
 v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):
 N/A

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____
 N/A

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
 ii. Describe types of new point sources: _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 • If to surface waters, identify receiving water bodies or wetlands: _____

• Will stormwater runoff flow to adjacent properties? Yes No
 iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)
 Delivery vehicles -- same as existing
 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)
 N/A -- no construction proposed
 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)
 Natural gas-fired forced air system, exterior air handler units, diesel-powered backup generator -- same as existing

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No
 If Yes:
 i. Estimate methane generation in tons/year (metric): _____
 ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No
 If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No
 If Yes:
 i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____
 ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____
 iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____
 iv. Does the proposed action include any shared use parking? Yes No
 v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____
 vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No
 vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No
 viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No
 If Yes:
 i. Estimate annual electricity demand during operation of the proposed action: _____
 ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____
 iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

i. During Construction:		ii. During Operations:	
• Monday - Friday:	None	• Monday - Friday:	Varies by Event(s)
• Saturday:	None	• Saturday:	Varies by Event(s)
• Sunday:	None	• Sunday:	Varies by Event(s)
• Holidays:	None	• Holidays:	Varies by Event(s)

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
 There will be no changes to existing lighting.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility; N/A - no construction proposed
 • Construction: _____ tons per _____ (unit of time)
 • Operation: _____ 157± tons per _____ month (unit of time) *
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: N/A - no construction proposed
 • Operation: No change in operations
 iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: N/A - no construction proposed
 • Operation: No change in operations - solid waste from the Coliseum is collected by a private carter and is brought to the Covanta Hempstead Waste-to-Energy Facility

*Varies by number of and attendance at events

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.
 i. Check all uses that occur on, adjoining and near the project site.
 Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): Hotel, educational, institutional, utility, commercial, open space preserve and residential
 ii. If mix of uses, generally describe:
Subject property is commercial (entertainment). The Marriott Hotel and Memorial Sloan Kettering Cancer Center adjoin the site. Other commercial, educational, energy, open space preserve and residential uses are situated across roadways

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	64.7±	64.7±	0
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: <u>Landscaping</u>	6.9±	6.9±	0

c. Is the project site presently used by members of the community for public recreation? Yes No
 i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
 If Yes,
 i. Identify Facilities:
 Memorial Sloan Kettering Cancer Center, Kellenberg Memorial High School, Cornellus Court Elementary School, Day care facilities associated with Hofstra University and Nassau Community College

e. Does the project site contain an existing dam? Yes No
 If Yes:
 i. Dimensions of the dam and impoundment:
 • Dam height: _____ feet
 • Dam length: _____ feet
 • Surface area: _____ acres
 • Volume impounded: _____ gallons OR acre-feet
 ii. Dam's existing hazard classification: _____
 iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
 If Yes:
 i. Has the facility been formally closed? Yes No
 • If yes, cite sources/documentation: _____
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

 iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
 If Yes:
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
 If Yes:
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes - Spills Incidents database Provide DEC ID number(s): 8701769, 8702169, 0125233, 0205085, 1108003, 0001783
 Yes - Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
 ii. If site has been subject of RCRA corrective activities, describe control measures:
 N/A
 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
 If yes, provide DEC ID number(s): 130112*
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
 Spill 8701769 was closed on 02/24/1989; Spill 8702169 was closed on 02/24/1989; Spill 0125233 was closed on 10/22/2001; Spill 0205085 was closed on 11/05/2002; Spill 1108003 was closed on 04/05/2012; and Spill 0001783 was closed on 10/30/2000.

*Site #130112 is the Mitchell Field State Superfund Site, Class F. An overall environmental assessment for this site has not yet been made. On December 21, 2009, the Army Corps of Engineers completed an assessment to determine the presence of military munitions or the components of military munitions. The assessment did not identify any unacceptable risks to human or ecological receptors. See attached NYSDEC Environmental Site Remediation Database Search Details

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ 950± feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Urban Land (Ug)		89± %
Hempstead Silty Loam (He)		11± %
		_____ %

d. What is the average depth to the water table on the project site? Average: _____ 30± feet

e. Drainage status of project site soils: Well Drained: _____ 100 % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 100 % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either i or ii, continue. If No, skip to E.2.j.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

• Streams:	Name _____	Classification _____
• Lakes or Ponds:	Name _____	Classification _____
• Wetlands:	Name _____	Approximate Size _____
• Wetland No. (if regulated by DEC)	_____	

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:

i. Name of aquifer: Nassau-Suffolk Sole Source Aquifer

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____</p> <p>Typical suburban and human-tolerant _____ squirrels _____</p> <p>species occupy the subject property _____</p> <p>Including sparrows, blue jays, crows and _____</p>	
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p>ii. Source(s) of description or evaluation: _____</p> <p>iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Species and listing (endangered or threatened): _____</p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Species and listing: _____</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p>	
<p>E.3. Designated Public Resources On or Near Project Site</p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>i. If Yes: acreage(s) on project site? _____</p> <p>ii. Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p>ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. CEA name: _____</p> <p>ii. Basis for designation: _____</p> <p>iii. Designating agency and date: _____</p>	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
f. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
h. Name: _____	
iii. Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Describe possible resource(s): _____	
ii. Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
i. Identify resource: <u>Scenic byway</u>	
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>Meadowbrook State Parkway; Southern State Parkway; North State Parkway; Wantagh State Parkway</u>	
iii. Distance between project and resource: <u>0.41±; 1.82±; 2.45±; 2.49±</u> miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Identify the name of the river and its designation: _____	
ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name LVS NY Holdco 2, LLC

Date 6/17/2024

Signature 

Title Senior Principal

Theresa Elkowitz, VTB Engineering, Surveying, Landscape Architecture and Geology, P.C. an environmental consultant to Applicant

PRINT FORM




Attachment

Site Location

Lease for Use, Occupancy, Operation and Maintenance of Existing Nassau Veterans Memorial
Unlondale, Town of Hempstead, Nassau County



 Subject Property

* Boundaries are approximate

Source: Nassau County GIS, ESRI, Nearmap



Department of
Environmental
Conservation

Environmental Site Remediation Database Search Details

Site Record

Document Repository

Site-related documents are available for review through the DECInfo Locator on line at DECInfoLocator

Administrative Information

Site Name: Mitchel Field
Site Code: 130112
Program: State Superfund Program
Classification: P *
EPA ID Number:

Location

DEC Region: 1
Address: Mitchel Field
City: Garden City Zip: 11530-
County: Nassau
Latitude: 40.724854496
Longitude: -73.599598228
Site Type: ..
Estimated Size: 0 Acres

Site Owner(s) and Operator(s)

Current Owner Name: County of Nassau
Current Owner(s) Address: 1 West Street
Mineolany, NY, 11501

Site Description

Location: The subject area is approximately 1500 acres, in Uniondale, Nassau County. The former Mitchel Field is an odd shaped polygon but the majority of the property is located between the Hempstead Turnpike to the south and the Stewart Ave to the North, the Korean Veterans Memorial Drive to the east and Oak Street to the west. Site Features: This former military airfield is currently the location of the Nassau Coliseum, Nassau County Community College, portions of Hofstra University, and the Long Island Marriott Hotel and Conference Center, Mitchel College, and private residences to

the west and south. Current Zoning: Zoning in this area is mixed but is primarily commercial. Historical Uses: Mitchel Field originally consisted of approximately 1436 acres and was used as a training base. The site was used during the Revolutionary War as an Army enlistment center eventually becoming formally leased in 1917 when it became the Aeronautical General Supply Depot. After WWI and until the end of WWII, the property was used as a tactical air unit training base. After WWII, the site became the Air Defense Command. This Formerly Used Defense Site was deactivated in 1961. The federal government sold the area to Nassau County during the late 1960's. With the exception of a few small buildings and portions of the former runway, no military structures remain. The changes, from military base to other uses, have resulted in much of the original property being reworked. This site was identified as HS 1025 in the Hazardous Substances Waste Disposal Site Study directed by the NYS Legislature. Site Geology and Hydrogeology: There are two terminal moraines north of Mitchel Field. South of the moraines, outwash plains slope south to tidal marshes, mud flats and partly connected shallow bays. Streams drain the area and carry runoff to the estuaries of the south shore. The permanent streams in the area are Valley Stream, Mill River, East Meadowbrook, Bellmore Creek, Massapequa Creek, Hook Creek, Motts Creek, Powel Creek and Seafood Creek. The groundwater at Mitchel Field moves through different geological units composed of unconsolidated gravel, clay, and sand. The depth to groundwater ranges from 25 to 35 feet below ground surface.

Contaminants of Concern (Including Materials Disposed)

Contaminant Name/Type

Site Environmental Assessment

An overall environmental assessment has not yet been made. In 2009, the Army Corps of Engineers completed an assessment of the property for the presence of military munitions or the components of military munitions. The assessment concluded that there were no unacceptable risks to human or ecological receptors identified.

Site Health Assessment

As information for this site becomes available, it will be reviewed by the NYSDOH to determine if site contamination presents public health exposure concerns.

* **Class P Sites:** "DEC offers this information with the caution that it should not be used to form conclusions about site contamination beyond what is implied by the classification of this site, namely, that there is a potential for concern about site contamination. Information regarding a Class P site (potential Registry site) is by definition preliminary in nature and unverified because the DEC's investigation of the site is not yet complete. Due to the preliminary nature of this information, significant conclusions or decisions should not be based solely upon this summary."

EXECUTION COPY

COLISEUM LEASE

**FOR A PORTION OF THE
NASSAU COUNTY VETERANS MEMORIAL COLISEUM SITE**

Between

THE COUNTY OF NASSAU

and

LVS NY HOLDCO 2, LLC

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THIS LEASE (as amended from time to time in accordance with its terms, this "Lease"), which is made and effective as of the Lease Effective Date referred to below, is by and between THE COUNTY OF NASSAU, acting solely in its proprietary, not governmental capacity, as landlord, together with its successors and assigns (the "Landlord"), having an address at 1550 Franklin Avenue, Mineola, New York 11501, and LVS NY HOLDCO 2, LLC, a Nevada limited liability company, as tenant, together with its successors and permitted assigns (the "Tenant"), having an office address at 5500 Haven Street, Las Vegas, Nevada 89119. Landlord and Tenant are hereinafter sometimes referred to individually as, a "Party," and collectively as, the "Parties."

WITNESSETH:

WHEREAS, the Parties desire to enter into this Lease for the Premises (as hereinafter defined), subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby covenant and agree as follows:

1. CERTAIN DEFINITIONS

For the purposes of this Lease, unless the context otherwise requires, the following words and terms shall have the meanings indicated:

- 1.1 2023 MHCAD Easement shall have the meaning as defined in Section 64.1.
- 1.2 Additional Rent shall have the meaning as defined in Section 7.2.
- 1.3 Affiliate or Affiliates means (a) in the case of any Person, a Person which, directly or indirectly, controls, is controlled by or is under common control with such Person, and (b) in the case of natural person, any individual who is a member of the immediate family (whether by birth or marriage) of any individual who is an Affiliate, which includes for purposes of this definition a spouse, a brother or sister of the whole or half-blood of such individual or his spouse; a lineal descendant or ancestor (including an individual related by or through legal adoption) of any of the foregoing or a trust for the benefit of any of the foregoing.
- 1.4 Agency shall mean the Nassau County Industrial Development Agency.
- 1.5 Alteration(s) shall have the meaning as defined in Section 8.11.
- 1.6 Alternate Tax shall have the meaning as defined in Section 7.9.
- 1.7 Annual Rent shall have the meaning as defined in Section 6.1(a).
- 1.8 Annual Rental Rate shall have the meaning as defined in Section 6.1(b).
- 1.9 Approvals shall mean all authorizations, approvals, consents and permits from all applicable federal, state, county and municipal boards, bodies, agencies or authorities (including, without limitation, the County Legislature, the County Comptroller, the Office of

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Legislative Budget Review, the Office of Management and Budget, and NIFA, if applicable) as may be required in order to perform and finance any and all Work and Casualty Repairs, as such terms are defined herein, all of which are to be applied for and obtained by the Tenant at the expense of the Tenant.

1.10 Award(s) shall have the meaning as defined in Section 18.3.

1.11 Bankruptcy Code shall mean Title 11, Sections 101 et seq. of the United States Code.

1.12 Benefits shall mean "Financial Assistance" as said term is defined in Article 18-A of the General Municipal Law of the State of New York as of the date hereof and any other form of financial assistance or tax abatements granted with respect to the Premises by the State of New York or any agency, authority or public benefit corporation of the State of New York or the federal government.

1.13 Bonds shall have the meaning as defined in Section 8.5(a).

1.14 Business Days shall mean all days excluding Saturdays, Sundays, all days observed by the State of New York, the County or the federal government as legal holidays and all days on which banks in New York are authorized or permitted to be closed.

1.15 Capital Proceeds shall mean (A) the proceeds of any Leasehold Mortgage (as defined in Schedule J), (B) any and all Insurance Proceeds and/or other insurance proceeds paid or payable with respect to the Premises or any portion thereof or Tenant's operations thereat, (C) any and all Awards, (D) the proceeds of any assignment, sale, exchange or other disposition of all or any portion of Tenant's interest in this Lease or the leasehold estate created hereby whether by operation of law or otherwise, (E) the proceeds of any sublease of all or substantially all of the Premises for the balance of the Lease Term, and (F) the proceeds of any and all other transactions the proceeds of which, as determined in accordance with GAAP, are considered to be capital in nature.

1.16 Casualty Repairs shall have the meaning as defined in Section 17.1.

1.17 Claim shall have the meaning as defined in Section 26.1.

1.18 Coliseum shall mean the arena building now known as the Nassau Veterans Memorial Coliseum, including the exhibition hall.

1.19 Coliseum Improvements Property shall mean the Coliseum and the Land.

1.20 Coliseum Uses shall have the meaning as defined in Section 10.1.

1.21 Coliseum Revenues other than as excluded below, shall mean all gross revenues, net of sales taxes, ticket taxes and ticket surcharges (including the Entertainment Tax), paid to the Tenant in any way related to or generated from the operation of, or the activities conducted at, the Coliseum and any and all other Improvements or businesses from time to time located upon the Land. In all cases Coliseum Revenues shall include, without limitation, any and all of the

following items paid to the Tenant in any way related to the Coliseum: rent, ticket revenues and revenues from food, beverages, merchandise and novelties (including Tenant's share of any revenues from sales of merchandise and novelties by others), concessions (including Tenant's share of concession sales by others), catering, suite licenses and fees, club seats, radio broadcast, sponsorship (including signage and other advertising), internet (website, Facebook, Twitter, and all other similar social networking internet sites relating to the Coliseum), naming rights for all or any portion of the Premises, publications, and personal seat licenses. If any revenue which would constitute Coliseum Revenues is collected by Tenant prior to the Lease Effective Date (e.g. advanced rentals, payment for naming rights or booking fees) for events that will occur on the Premises following the Lease Effective Date, then these revenues shall be included in Coliseum Revenues during the first Lease Year (or during the Lease Year during which Tenant is entitled to use, retain and enjoy such revenues, if later). If any revenue for any period, a portion of which would constitute Coliseum Revenue during a Lease Year and a portion of which would be for a period following the expiration of the Lease Term, then only that portion of such revenue as shall constitute Coliseum Revenue during such Lease Year shall be included in the computation of Coliseum Revenues and the balance shall belong to Tenant. In no event, however, shall Coliseum Revenues include any (i) Capital Proceeds paid or payable to Tenant and/or (ii) interest, dividends or other investment income to Tenant.

1.22 Completion Guarantor shall have the meaning as defined in Section 8.5(a).

1.23 Completion Guaranty shall have the meaning as defined in Section 8.5(a).

1.24 Concession Agreements shall have the meaning as defined in Section 19.5.

1.25 Control (including the terms "Controlling" and "Controlled") shall have the meaning as defined in Section 19.3(a)(A).

1.26 County shall mean Nassau County, New York.

1.27 County Executive shall mean the individual then serving as the elected official in Nassau County known as the County Executive.

1.28 County Legislature shall mean the County's legislative body.

1.29 CPI Index shall mean the Consumer Price Index (1982-84=100) as published by the United States Department of Labor Bureau of Labor Statistics for the New York-Northern New Jersey-Long Island area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), (all Items) or, if such index is no longer published, such other comparable index as shall be agreed to by the Parties to measure increases in the cost of living.

1.30 Depository shall mean a depository designated by Tenant and reasonably acceptable to Landlord for the purpose of acting as insurance trustee or disbursing agent for Insurance Proceeds (Landlord acknowledging that any money center bank located in the greater New York metropolitan area which is prepared to make disbursements as required herein shall be acceptable to Landlord).

1.31 "District Energy System Agreement" shall mean that certain Operation and Maintenance Agreement between Landlord and Nassau Energy, LLC dated March 31, 2023.

1.32 Entertainment Tax shall have the meaning as defined in Section 10.5.

1.33 Entertainment Tax Increases shall mean, for any given Lease Year after the Lease Effective Date, an amount equal to the product of (1) the number of tickets sold for events at the Coliseum that are subject to the Entertainment Tax and (2) the difference between (a) the per ticket tax amount then payable under the Entertainment Tax for each ticket and (b) One and 50/100 Dollars (\$1.50) for each such ticket. It is the intention of Landlord and Tenant that if there are increases in the Entertainment Tax in the future, then such increases shall not reduce Tenant's obligation to pay Annual Rent.

1.34 Environment shall have the meaning as defined in Section 26.1.

1.35 Environmental Claims shall have the meaning as defined in Section 26.1.

1.36 Environmental Condition shall have the meaning as defined in Section 26.1.

1.37 Environmental Law shall have the meaning as defined in Section 26.1.

1.38 Event of Default shall have the meaning as defined in Section 20.1.

1.39 Event of Force Majeure shall mean any and all causes beyond a Party's reasonable control, including (a) strikes, (b) lock-outs, (c) labor troubles, (d) inability to procure labor or materials (excluding lack of funds or inability to procure the same at prices deemed advantageous), (e) failure of power, transportation, infrastructure or other utilities, (f) riots, (g) insurrection, (h) the act, failure to act or default of the other Party, (i) war or other enemy action, (j) acts of terrorism, (k) either Party's failure timely to and in good faith grant its consent or approval to any matter explicitly requiring such consent or approval as set forth herein, (l) the filing of a lawsuit by a third party contesting or challenging this Lease, any actions or proposed actions of Landlord or Tenant in furtherance of this Lease, and/or the Approvals, (m) delays caused by any arbitration proceedings undertaken pursuant to the terms of this Lease, including, without limitation, (n) [Intentionally Omitted], (o) hurricanes, floods, windstorms, blizzards, tornadoes and other inordinately severe weather conditions, (p) conditions encountered at the Premises which are (1) subsurface or otherwise concealed physical conditions which differ materially from those encountered to date by Landlord to Tenant or (2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in activities similar in character to the Work, (q) sabotage, mob violence, malicious mischief or vandalism, (r) earthquake, (s) fire, explosion or other casualty, (t) governmental action or restriction and/or (u) delays by any Governmental Authority in the processing and/or issuance of any Approvals where Tenant has previously timely filed and/or otherwise timely submitted all applicable applications, supporting materials and processing fees; except that, in the case of the construction of an Improvement, Landlord may disallow Tenant's claim to an Event of Force Majeure so that Tenant shall not be entitled to an extension of time to perform, nor shall such performance be otherwise excused on account of an alleged delay, if such alleged delay or alleged Event of Force Majeure:

- (aa) does not actually cause a delay in the construction of an Improvement reasonably determined on a case-by-case basis (giving consideration to the matter alleged to be delayed and the construction schedule), and
- (bb) can reasonably be remedied without an increase in the cost of the Work that, in the context of the element of construction in question, would be commercially reasonable, by the exercise by Tenant or an Affiliate of its or their respective professional skill and expertise by accelerating or rescheduling the performance of other Work, or other reasonable and customary means which could have been taken commensurate with the impact of the delay to alleviate or mitigate the delay.

No event shall be an Event of Force Majeure if caused in whole or in part by any action of the Party claiming that such event has caused delay if that action:

- (A) when caused by a Person who is an official, officer, director, employee, partner or shareholder of the Party claiming the delay, is grossly negligent or willful or constitutes a violation of applicable law or regulation, or
- (B) as to any Person not described in the preceding clause (A), is willful or is an intentional violation of applicable law or regulation; provided, however, that (1) if a willful act is committed by a Person described in the preceding clause (A) which results in a delay, such delay shall be deemed an Event of Force Majeure if such act or the result thereof is covered by insurance policies the proceeds of which are payable to or for the benefit of Tenant on account of such act, or in the absence of such insurance policies and/or proceeds, if requested by Landlord, Tenant has furnished to Landlord evidence that Tenant has readily available funds, including such insurance proceeds, to effect completion of the Improvements, provided that Tenant is undertaking and continues diligently to complete the Improvements, and (2) if any violation of applicable law or regulation has been committed by or on behalf of any Person not described in the preceding clause (A) which results in a delay, such delay shall be an Event of Force Majeure if Tenant shall promptly take or cause to be taken commercially reasonable action to eliminate or minimize such delay.

No Party claiming an Event of Force Majeure shall be entitled to relief, unless it shall have given Notice to the other Party not later than fourteen (14) days after the claimant knows or should have known of the occurrence of same and that the same will cause a delay (unless and to the extent that the claimant is prevented from giving such Notice by an Event of Force Majeure), specifying in such Notice the nature of the delay and the steps the claimant is taking or intends to take in mitigation of the delay; except that if such Notice is given after the expiration of such fourteen (14) day period, then the extension period associated with the Event of Force Majeure to which the claimant would otherwise be entitled shall not be deemed to have commenced until the claimant shall have given Notice to the other Party as required above. Landlord may refute a timely Notice by Tenant claiming an Event of Force Majeure as provided above, but only if Landlord shall have given Notice thereof to Tenant not later than fourteen (14) days after Landlord's receipt of Tenant's Notice of the alleged Event of Force Majeure, stating, in reasonable detail, Landlord's reasons therefor.

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Any dispute between the Parties relating to whether or not a Party is entitled to relief by reason of an Event of Force Majeure or whether or not an Event of Force Majeure has occurred shall be determined by arbitration in accordance with Section 33.

1.40 Existing Environmental Conditions shall have the meaning as defined in Section 26.1.

1.41 Existing Improvements shall mean the buildings and improvements located on the Land on the Lease Effective Date.

1.42 Existing Improvements Standard shall have the meaning as defined in Section 12.3(b).

1.43 Final shall mean as to any determination or approval, a written decision or approval issued by the Governmental Authority (including judicial authorities) having jurisdiction over the subject matter, which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which no timely request by a Party with standing for stay, petition for rehearing, reconsideration, review or appeal shall be pending, and as to which the time for filing any such request, petition or appeal shall have expired or otherwise terminated.

1.44 First Additional Rent shall have the meaning as defined in Section 7.1(a).

1.45 First Class Facility Standard shall mean a standard for the design and construction of Improvements on the Premises on or after the Lease Effective Date, which shall provide for plans and specifications for the Premises that will include first class materials, workmanship and construction methods in the construction of such Improvements, and which Improvements shall (i) be reasonably similar or comparable to, but not identical to, other relatively new and/or recently renovated Improvements in the United States being used for a similar purpose, and (ii) conform to the uses permitted hereunder. For the avoidance of doubt, the First-Class Facility Standard shall not apply to the Existing Improvements.

1.46 FOIL shall have the meaning as defined in Section 47.1.

1.47 GAAP shall mean generally accepted accounting principles.

1.48 Governmental Authority shall mean any federal, state, municipal, national or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity, officer or examiner exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with a state of the United States, the United States, or a foreign entity or government.

1.49 Hazardous Substance shall have the meaning as defined in Section 26.1.

1.50 Impairment Taking shall mean a Taking of a portion of the Premises from time to time situated thereon which causes diminution in value to all or a portion of the remainder of the Premises.

1.51 Impositions shall mean all real estate taxes, assessments, water and sewer charges, vault rent or charges, governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, and each and every installment thereof, which shall or may during the Lease Term be charged, laid, levied, assessed, imposed, become due and payable, or liens upon, or arise in connection with the ownership, leasing, operation, use, occupancy or possession of, or grow due or payable out of, or for, the Premises or any portion thereof, and all taxes charged, laid, levied, assessed or imposed in lieu of or in addition to the foregoing under or by virtue of all present or future laws, ordinances, requirements, orders, directions, rules or regulations of the Federal, state and town governments and of all other Governmental Authorities having jurisdiction over the Premises whatsoever, and all fees and charges of public and Governmental Authorities for maintenance, occupation or use of the Premises or any portion thereof; provided, however, that in no event shall the foregoing include (i) any municipal, state or federal corporate income, franchise, inheritance, estate, succession or gift taxes imposed upon Landlord which are based upon the income or capital of Landlord, or (ii) any real estate taxes, state and local sales and use taxes or mortgage recording taxes, to the extent same are subject to exemption by virtue of the Benefits granted with respect to the Premises.

1.52 Improvements shall mean any Alterations, as defined in Section 8.11, performed on or in the Premises pursuant to or in accordance with this Lease, and the fixtures and equipment appurtenant thereto, but excluding trade fixtures and personal property belonging to Tenant or subtenants of the Premises or portions thereof.

1.53 Independent CPA shall mean an independent certified public accounting firm selected by Tenant and reasonably acceptable to Landlord.

1.54 Information shall have the meaning as defined in Section 47.1.

1.55 Initial Term shall have the meaning as defined in Section 3.1.

1.56 Insurance Proceeds shall have the meaning as defined in Section 17.4.

1.57 Insurance Requirements shall mean all present or future terms and conditions of all insurance policies maintained or required to be maintained hereunder, all of which shall be in compliance with all applicable Legal Requirements, reasonable requirements of any insurer of the Premises and the rules, orders, regulations or requirements of the national and local Board of Fire Underwriters, the New York Fire Rating organization or any other similar body having jurisdiction and those of any appropriate New York State or federal agency, office, department, board or commission thereof.

1.58 Intended Exemptions shall mean exemptions from Impositions and other Benefits contemplated by Schedule D attached hereto.

1.59 Interest Rate shall mean the average borrowing rate applicable to general obligation debt of the County having a maturity of three (3) years.

1.60 Land shall mean all that certain plot, piece or parcel of real property situate, lying and being the land in Uniondale, Town of Hempstead, County of Nassau, State of New York more particularly bounded and described in Schedule A attached hereto and made a part hereof (as the

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same may be amended from time to time pursuant to the terms of this Lease), together with all rights appurtenant thereto, including, without limitation, any and all easements now or hereafter benefiting such property.

1.61 Landlord shall have the meaning as defined in the preamble.

1.62 Landlord Environmental Parties shall have the meaning as defined in Section 26.2(c).

1.63 Landlord Indemnitees shall mean Landlord, its successors, assigns, agents, invitees, licensees, contractors, consultants, employees, County elected officials, officers, managers and directors.

1.64 Landlord-Responsibility Environmental Conditions shall have the meaning as defined in Section 26.4(b).

1.65 Landlord's Property Interest shall have the meaning as defined in Section 32.1.

1.66 Lease shall have the meaning as defined in the preamble.

1.67 Lease Effective Date shall mean the date on which this Lease is executed and delivered by the County Executive.

1.68 Lease Term shall have the meaning as defined in Section 3.2.

1.69 Lease Year shall mean each period of twelve (12) consecutive months beginning on July 1st and ending on June 30th during the Lease Term, except that if the Lease Effective Date shall not be on a July 1st, then the first Lease Year shall commence on the Lease Effective Date and end on the next ensuing June 30th and the last Lease Year shall commence on July 1st of that year and end on the last day of the Lease Term. Thus, for example, if the Lease Effective Date shall be August 1, 2024, then the first Lease Year would be the period starting on August 1, 2024 and ending on June 30, 2024, and the second Lease Year would be the period starting on July 1, 2024 and ending on June 30, 2024.

1.70 Legal Requirements shall mean all laws, statutes, ordinances, building codes, zoning regulations and ordinances and the orders, rules, regulations and requirements of all Federal, state, local and municipal governments, and the appropriate agencies, officers, departments, boards and commissions thereof to the extent same have jurisdiction over the Premises and/or this Lease, as the case may be, whether now or hereafter in effect which may be applicable to this Lease, the Premises, or any part thereof, or the use or manner of use of all or any part of the Premises or the sidewalks and curbs adjacent thereto.

1.71 Living Wage Law shall have the meaning as defined in Section 58.1.

1.72 Major Assignee shall have the meaning as defined in Section 19.3(a)(A).

1.73 Major Assignee Criteria shall have the meaning as defined in Section 19.3(a)(A).

- 1.74 Mezzanine Pledge shall mean a pledge of a direct or indirect ownership interests in Tenant to one or more institutional lenders as collateral security for a loan.
- 1.75 Naming Rights Agreement shall have the meaning as defined in Section 10.3(c).
- 1.76 Naming Rights Party shall have the meaning as defined in Section 10.3(c).
- 1.77 NIFA shall mean the Nassau County Interim Finance Authority.
- 1.78 Notice shall have the meaning as defined in Section 29.1.
- 1.79 Office of Legislative Budget Review shall mean the County Legislature's Office of Legislative Budget Review.
- 1.80 Office of Management and Budget shall mean the County's Office of Management and Budget
- 1.81 Other Lease(s) shall mean, individually or collectively, as the context may require, any Severance Leases entered into in connection with this Lease.
- 1.82 Party(ies) shall have the meaning as defined in the preamble.
- 1.83 Payment Certificate shall have the meaning as defined in Section 17.4(a)(i).
- 1.84 Permitted Assignee shall have the meaning as defined in Section 19.3(a)(A).
- 1.85 Permitted Encumbrances shall mean those items set forth on Schedule B.
- 1.86 Person shall mean any natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts or other organizations, whether or not legal entities, and all Governmental Authorities.
- 1.87 PILOET shall have the meaning as defined in Section 10.5.
- 1.88 Premises shall mean the Land together with the Coliseum, and all easements benefiting the Land and the Coliseum, but excluding trade fixtures and personal property belonging to Tenant or subtenants of the Premises or portions thereof.
- 1.89 Prohibited Person shall have the meaning set forth on Schedule C attached hereto and made a part hereof.
- 1.90 Prohibited Uses shall have the meaning as defined in Section 10.7.
- 1.91 Qualifying Subtenants shall have the meaning as defined in Section 19.2(b).
- 1.92 Reduced Rate Parking shall have the meaning as defined in Section 9.1.
- 1.93 Release shall have the meaning as defined in Section 26.1.

- 1.94 Renewal Term shall have the meaning as defined in Section 3.2.
- 1.95 Rent shall mean Annual Rent and Additional Rent.
- 1.96 Rent Escalation Factor shall have the meaning as defined in Section 6.1(b).
- 1.97 Replacement Value shall have the meaning as defined in Section 16.1(a).
- 1.98 Required Parking shall have the meaning as defined in Section 9.1.
- 1.99 Second Additional Rent shall have the meaning as defined in Section 7.1(b).
- 1.100 Second Additional Rental Rate shall have the meaning as defined in Section 7.1(c).
- 1.101 Security Deposit shall have the meaning as defined in Section 21.1.
- 1.102 SEORA shall mean the State of New York State Environmental Quality Review Act.
- 1.103 Severance Lease shall have the meaning as defined in Section 63.1.
- 1.104 Severance Tenant/Guarantor L/C Security shall have the meaning as defined in Section 63.2.
- 1.105 Taking shall have the meaning as defined in Section 18.1.
- 1.106 Taking Date shall have the meaning as defined in Section 18.1.
- 1.107 Tenant shall have the meaning as defined in the preamble.
- 1.108 Tenant Affiliates shall mean, collectively, any and all Persons controlling, under common control, management, operation or oversight, in whole or in part, directly or indirectly, with Tenant, including any Tenant Parents.
- 1.109 Tenant Environmental Parties shall have the meaning as defined in Section 26.2(a).
- 1.110 Tenant Parents shall mean, collectively, any and all Persons owning or controlling Tenant, directly or indirectly, in whole or in part.
- 1.111 Tenant-Responsibility Environmental Conditions shall have the meaning as defined in Section 26.4(b).
- 1.112 Tenant's Improvements shall have the meaning as defined in Section 16.1(i).
- 1.113 Transfer shall have the meaning as defined in Section 19.1.
- 1.114 Transition Period Payment shall have the meaning as defined in Section 4.1(b).

1.115 Transition Period Payment Reserve shall have the meaning as defined in Section 4.1.

1.116 Work shall mean any and all activities required to make Alterations, as defined in Section 8.11, to be performed by or on behalf of Tenant on the Premises on or after the Lease Effective Date. For the avoidance of doubt, performance of any and all Work shall be subject to all applicable terms and conditions of this Lease, including, without limitation, the obligation to obtain required Approvals in accordance with the terms of Section 8.2 hereof.

2. DEMISE

2.1 Effective as of the Lease Effective Date, Landlord hereby demises and leases to Tenant, and Tenant hereby leases and hires from Landlord, the Land and Existing Improvements, and all fixtures, equipment and other personal property appurtenant thereto or owned by Landlord and used in connection with the operation of the Premises, to have and to hold the same subject to the terms and conditions of this Lease and the Permitted Encumbrances.

3. LEASE TERM

3.1 This Lease shall be for a term that commences on the Lease Effective Date and expires on the last day of the calendar month in which the twenty-seventh (27th) anniversary of the Lease Effective Date occurs (the "Initial Term"), unless sooner terminated or renewed as hereinafter provided and upon and subject to the covenants, agreements, terms, provisions and limitations herein set forth. Notwithstanding the foregoing or any other provision of this Lease to the contrary, in no event, for any reason whatsoever, shall the term (including renewal or extension terms, if any) of this Lease exceed forty-two (42) years. In the event that the duration of the Initial Term and all available Renewal Terms of this Lease would otherwise be more than forty-two (42) years, then, notwithstanding any provision of this Lease to the contrary, the Initial Term shall be shortened so that the term (including renewal or extension terms, if any) of this Lease shall be forty-two (42) years; provided, however, that Tenant shall, to the extent that the scheduled expiration of the Lease Term, as the same may be adjusted by operation of this Section 3.1, has not previously been established by way of a supplemental agreement or certification as contemplated by Section 3.3 to adjust the Initial Term, give Landlord not less than twenty-four (24) months' Notice prior to terminating this Lease by invoking this provision.

3.2 The Lease may be renewed by Tenant for three (3) additional terms of five (5) years each (each, a "Renewal Term"; the Initial Term and the Renewal Term(s), if any, collectively being referred to as the "Lease Term") on the same terms and conditions as provided herein for the Initial Term. If Tenant wishes to renew the Lease pursuant to this Section 3.2, then Tenant shall (i) not less than two (2) years prior to the expiration of the Initial Term or then effective Renewal Term, give either a non-binding Notice of an intention to exercise a renewal or a binding Notice of an exercise of a renewal and (ii) if Tenant provided a non-binding Notice of an intention to exercise a renewal rather than a binding Notice of an exercise of a renewal, then, in order for such renewal to be exercised, Tenant shall thereafter provide a binding Notice to Landlord of Tenant's exercise of a renewal not less than eighteen (18) months prior to the expiration of the Initial Term or the then effective Renewal Term. It shall be a condition to any Renewal Term that there be no Event of Default either (1) at the time that Tenant shall exercise its option to renew as aforesaid or

(2) on the last day of the Initial Term or then effective Renewal Term hereof, as applicable, unless Landlord shall waive the same.

3.3 Landlord and Tenant shall, within thirty (30) days of the request of either Party, execute a supplemental agreement or certification setting forth, to the extent then determined, the Lease Effective Date, the scheduled expiration date for the Initial Term or any then effective Renewal Term, the commencement and expiration dates of the initial Lease Year and/or other milestone dates under this Lease as may from time to time be reasonably requested.

4. TRANSITION PERIOD PAYMENTS

4.1 The Parties acknowledge and agree that, prior to the Lease Effective Date, Tenant paid Landlord certain payments, including an upfront payment in the amount of Fifty-Four Million Dollars (\$54,000,000.00) (such amount, the "Transition Period Payment Reserve").

(a) Landlord agrees to hold and disburse the Transition Period Payment Reserve in accordance with the provisions of this Section 4.1.

(b) For each Lease Year or portion thereof occurring during the first three (3) Lease Years of the Lease Term, Tenant shall pay Landlord a non-refundable annual payment in the amount of \$10,000,000.00, which shall be due to Landlord as of the first day of such Lease Year (a "Transition Period Payment"). Notwithstanding anything herein to the contrary, the Transition Period Payment payable by Tenant hereunder during the first three (3) Lease Years of the Lease Term shall be deducted from the Transition Period Payment Reserve when due hereunder and be deemed paid by Tenant in accordance with the terms hereof.

(c) Landlord shall return to Tenant, within two (2) Business Days of the first (1st) day of the fourth (4th) Lease Year of the Lease Term, the remaining amount of the Transition Period Payment Reserve in full. Notwithstanding the foregoing, in the event that Tenant has terminated this Lease prior to the last day of the third (3rd) Lease Year of the Lease Term pursuant to Section 5.1, Landlord shall immediately accelerate the payment of the Transition Period Payment for the remainder of the first three (3) Lease Years from the Transition Period Payment Reserve and return the remaining amount of the Transition Period Payment Reserve over Thirty Million Dollars (\$30,000,000) to Tenant.

5. TERMINATION

5.1 Notwithstanding any other provision of this Lease to the contrary, Tenant shall have the right, at any time and from time to time thereafter, to terminate this Lease by delivering written notice to Landlord (in which event this Lease and the Lease Term shall terminate and expire on the date that is sixty (60) calendar days following Landlord's receipt of Tenant's termination notice and the Annual Rent, Additional Rents and other charges payable by Tenant hereunder shall be apportioned as of such termination date except as otherwise set forth in Section 4.1(c)).

6. RENT

6.1 From and after the Lease Effective Date, Tenant shall pay base rent during each Lease Year to Landlord as follows:

(a) For each Lease Year or portion thereof occurring during the Lease Term, Tenant covenants and agrees to pay to Landlord as and for rent for the Premises, without offset or deduction, and without previous demand therefor except as otherwise expressly set forth herein, a rental in an annual amount equal to the Annual Rental Rate (such annual amount, hereinafter referred to as "Annual Rent"). All Annual Rent shall be payable by Tenant by immediately available electronic fund transfer (EFT) via the Automated Clearing House (ACH) Network using such instructions as the Landlord shall provide by written notice to Tenant no less than thirty (30) calendar days prior to the date that such payment is due (provided, however, that, for the initial payment of Annual Rent due hereunder, Landlord shall provide payment instructions by written notice to Tenant within ten (10) calendar days of the Lease Effective Date or such other date as is mutually agreed by the Parties), in advance commencing on the Lease Effective Date and on the first (1st) day of each and every calendar month thereafter during the Lease Term, in an amount equal to one-twelfth (1/12) of the Annual Rent; provided that if (i) the Lease Effective Date shall be other than the first (1st) day of a calendar month, the first (1st) monthly installment of Annual Rent shall be the monthly installment prorated by the fraction reached by dividing the number of days remaining from and including the Lease Effective Date to the last day of the calendar month in which the Lease Effective Date occurs by the actual number of days in such month, and (ii) the last date of the Lease Term shall be other than the last day of a calendar month, the last monthly installment of Annual Rent shall be prorated by the fraction reached by dividing the number of days elapsed from and including the first (1st) day of such calendar month to the last day of the Lease Term by the actual number of days in such month, and shall be payable at the office of Landlord first above set forth or at such other place or in such other manner in which Landlord shall have given Tenant written notice at least thirty (30) calendar days in advance. Notwithstanding anything contained in this Lease to the contrary, the first (1st) installment of Annual Rent payable hereunder may be paid on or prior to the second (2nd) Business Day following the Lease Effective Date without interest or penalty.

(b) As used herein, "Annual Rental Rate" shall mean: (x) from the Lease Effective Date through and including the last day of the third (3rd) Lease Year of the Lease Term, an amount equal to \$1.00 per annum, (y) from the first (1st) day of the fourth (4th) Lease Year of the Lease Term through and including the last day of the fourth (4th) Lease Year of the Lease Term, an amount equal to \$5,000,000.00 per annum, and (z) for each Lease Year thereafter during the Lease Term, as of the first (1st) day of such Lease Year, the Annual Rental Rate shall be increased to an amount equal to the Annual Rental Rate in effect on the day immediately preceding the first (1st) day of such Lease Year multiplied by the Rent Escalation Factor. The "Rent Escalation Factor" shall mean one hundred and two percent (102%).

6.2 [Intentionally Omitted]

6.3 In addition to any other remedies Landlord may have under this Lease, and without reducing or adversely affecting any of Landlord's rights and remedies hereunder, if any installment of Annual Rent payable hereunder is not paid within ten (10) Business Days after same is due, Landlord shall provide Tenant with Notice that same has not been received. If Tenant has not paid said amounts within ten (10) Business Days after receipt of said Notice, Tenant shall pay a late fee equal to two (2%) percent of the unpaid amount. Notwithstanding the foregoing, Landlord shall only be required to deliver one such Notice in any calendar year; thereafter in such calendar year, such late fee shall be payable if any installment of Annual Rent payable hereunder

is not paid within ten (10) Business Days after same is due. Such late fee shall be Additional Rent hereunder, payable upon written Notice.

7. ADDITIONAL RENT

7.1 Additional Rentals.

(a) No later than two (2) Business Days following the Lease Effective Date, Tenant shall pay to Landlord a non-refundable one-time fixed payment, to Landlord for Tenant's use and occupancy of the Premises, in the amount of One Million Dollars (\$1,000,000.00) (the "First Additional Rent"). The First Additional Rent shall be in addition to, and not in lieu of, the Annual Rent payable pursuant to Section 6.1. The First Additional Rent shall be fully earned by Landlord as of such due date, and no portion thereof shall be returnable to Tenant for any reason. The First Additional Rent shall be payable by Tenant by immediately available electronic fund transfer (EFT) via the Automated Clearing House (ACH) Network using such instructions as the Landlord shall provide by written notice to Tenant prior to the Lease Effective Date.

(b) For each Lease Year or portion thereof occurring during the Lease Term, Tenant covenants and agrees to pay to Landlord a rental towards Landlord's provision of exterior police and security required by Landlord in connection with the Premises and beyond any policing and security provided by Tenant, without offset or deduction, and without previous demand therefor except as otherwise expressly set forth herein, in an annual amount equal to the Second Additional Rental Rate (such annual amount, hereinafter referred to as "Second Additional Rent"). All Second Additional Rent shall be payable by Tenant by immediately available electronic fund transfer (EFT) via the Automated Clearing House (ACH) Network using such instructions as the Landlord shall provide by written notice to Tenant no less than thirty (30) calendar days prior to the date that such payment is due (provided, however, that, for the initial payment of Second Additional Rent due hereunder, Landlord shall provide payment instructions by written notice to Tenant within ten (10) calendar days of the Lease Effective Date or such other date as is mutually agreed by the Parties), in advance commencing on the Lease Effective Date and on the first (1st) day of each and every calendar month thereafter during the Lease Term, in an amount equal to one-twelfth (1/12) of the annual applicable Second Additional Rent; provided that if (i) the Lease Effective Date shall be other than the first (1st) day of a calendar month, the first (1st) monthly installment of Second Additional Rent shall be the monthly installment prorated by the fraction reached by dividing the number of days remaining from and including the Lease Effective Date to the last day of the calendar month in which the Lease Effective Date occurs by the actual number of days in such month, and (ii) the last date of the Lease Term shall be other than the last day of a calendar month, the last monthly installment of Second Additional Rent shall be prorated by the fraction reached by dividing the number of days elapsed from and including the first (1st) day of such calendar month to the last day of the Lease Term by the actual number of days in such month, and shall be payable at the office of Landlord first above set forth or at such other place of which Landlord shall have given Tenant written notice at least thirty (30) calendar days in advance. Notwithstanding anything contained in this Lease to the contrary, the first (1st) installment of Second Additional Rent payable hereunder may be paid on or prior to the second (2nd) Business Day following the Lease Effective Date without interest or penalty. Tenant shall pay Landlord the Second Additional Rent during

the Lease Term hereof regardless of whether Landlord has actually provided security and/or police.

(c) As used herein, "Second Additional Rental Rate" shall mean: (x) from the Lease Effective Date through and including the last day of the first (1st) Lease Year of the Lease Term, an amount equal to Nine Hundred Thousand Dollars (\$900,000.00) per annum, and (y) for each Lease Year thereafter during the Lease Term, as of the first (1st) day of such Lease Year, the Second Additional Rental Rate shall be increased to an amount equal to the Second Additional Rental Rate in effect on the day immediately preceding the first (1st) day of such Lease Year multiplied by the Rent Escalation Factor.

7.2 Any monies payable to Landlord hereunder other than Annual Rent are deemed to be "Additional Rent," and any default in the payment of Additional Rent shall give Landlord the same remedies as it has with respect to a default in the payment of any installment of Annual Rent, provided Landlord shall have given Notice and time to cure if required to do so in accordance with Section 20.1(b). Tenant may make any such payment "under protest" and may reserve all rights if it shall be determined that such payment was not properly payable by Tenant.

7.3 Impositions. Subject to Section 7.7 hereof, all Impositions imposed with respect to the Premises, are to be paid and discharged by Tenant before the first day on which penalties may accrue or be assessed thereon for non-payment, and Tenant shall, within thirty (30) days after Notice from Landlord, produce and exhibit to Landlord the original or photocopies of official records or other evidence of such payment reasonably satisfactory to Landlord. Notwithstanding the foregoing, Tenant shall have the right to endeavor to procure such exemptions from real estate taxes as are available by law and Landlord shall cooperate with Tenant, at Tenant's cost and expense, in connection with any application by Tenant for such exemptions.

7.4 It is the intention of the Parties that, except to the extent expressly set forth in this Lease, the Annual Rent provided for herein is absolutely net and that Landlord shall receive the same free from all Impositions, costs, charges, actual out-of-pocket third party costs and expenses and damages which shall or may be chargeable during the Lease Term against the Premises and which, except for the execution and delivery hereof, would have been payable by Landlord.

7.5 If any Imposition or assessment for improvements assessed during the Lease Term is payable in installments, Tenant may pay same in such installments. In any event, Tenant shall pay, in the final year of the Lease Term and prior to the expiration of the Lease Term, the full amount of all installments of any such Imposition or assessment including the installments which are due and payable after the expiration of the Lease Term to the extent same apply to the Lease Term.

7.6 Impositions or assessments for improvements, except for deferred installments thereof payable for a period prior to the expiration of the Lease Term, shall be apportioned at the beginning and the end of the Lease Term so that Tenant shall pay only the portion of same which are applicable to the Lease Term.

7.7 Tenant may, at its sole expense and without cost or liability to Landlord, contest any Impositions provided that such contest does not adversely affect the Premises, nor result in a lien, charge, encumbrance or liability against the Premises and further provided that non-compliance therewith shall not constitute a crime or offense punishable by fine or imprisonment or subject Landlord to the possibility of civil liability or criminal prosecution. Non-compliance by Tenant during such contest shall not be deemed a breach of this Lease provided that Tenant shall indemnify Landlord Indemnitees and hold Landlord Indemnitees harmless and defend Landlord Indemnitees from and against all liabilities, costs, damages, interests, penalties and all costs and expenses, including out-of-pocket third party attorneys' fees and costs (whether incurred in a third party action or in an action brought by any Landlord Indemnitee against Tenant to enforce its rights under this Section 7.7), resulting from or incurred in connection with such contest or non-compliance and that Tenant shall prosecute such contest in good faith and with due diligence to a Final determination. During the contest period, neither Landlord nor Tenant shall enter into any settlement of an assessment contest without the consent of the other. Notwithstanding the foregoing, if Tenant pays any Imposition under protest or otherwise, nothing herein shall prohibit or place any requirements on Tenant's right to contest such Imposition.

7.8 Landlord shall not be required to join in any action or proceedings referred to in this Article 7 or permit the action to be brought in its name unless the provisions of any law, rule or regulation at the time in effect require that such action or proceeding be brought by and/or in the name of Landlord. If so required, Landlord shall join and cooperate in such proceedings or permit them to be brought by Tenant in Landlord's name, in which case Tenant shall pay all costs and expenses (including, without limitation, attorneys' fees and disbursements) incurred by Landlord in connection therewith.

7.9 Notwithstanding anything to the contrary contained in this Lease, with the exception of Section 7.10 below, if the present system of taxation of real estate is changed, with the result that the whole or a determinable part of the original real estate taxes which Tenant is obligated to pay is substituted for or added to by a tax (an "Alternate Tax") imposed on owners of real property with respect to that property in a form other than that of the original real estate taxes, or on or measured by the rents received by Landlord and clearly determinable as a tax on real property, and which has a materially different applicability to the owners of real property, or to real property, or to income from real property than it does to owners of other kinds of property, or to other kinds of property, or to other kinds of income, then each Alternate Tax imposed with respect to the whole or for a determinable part of the original real estate taxes shall be considered part of real estate taxes for the purposes of this Lease. Nevertheless, the amount of any such Alternate Tax which may be taken into consideration for the purposes of determining the real estate taxes attributable to the Premises (or for determining Tenant's liability with respect to the Alternate Tax) shall be no greater than would be the case if the Premises were the only property of Landlord subject to the Alternate Tax. Notwithstanding the foregoing, to the extent Tenant would otherwise be exempt from payment of (or is afforded an offset right with respect to) real estate taxes on the Coliseum Improvements Property and/or as otherwise contemplated under the Intended Exemptions, Tenant shall be similarly exempt from paying (or shall have similar offset rights with respect to) an Alternate Tax to the extent the same is imposed with respect to the Coliseum Improvements Property and other property covered by the Intended Exemptions.

7.10 Notwithstanding the foregoing, other than with respect to the Impositions, in no event shall Tenant be liable for any County tax, impositions or fees assessed after the Lease Effective Date against the Premises and/or improvements located thereon unless and to the extent that such County tax, impositions or fees are assessed generally against County owned property within the County of Nassau.

8. RENOVATION BY TENANT

8.1 [Intentionally Omitted]

8.2 Notwithstanding anything to the contrary herein, this Lease does not authorize any development or redevelopment of the Premises. Further, notwithstanding anything to the contrary herein, prior to commencing any Work, Tenant shall obtain any and all Approvals for such Work from the County Legislature and other applicable Governmental Authorities.

8.3 All Work shall be done in a good and workmanlike manner and in accordance with all Legal Requirements and Insurance Requirements.

8.4 Tenant shall comply with all Legal Requirements, subject to Section 14.2.

8.5 Prior to commencing any Work, Tenant shall not be in default of its obligations under this Lease beyond any applicable Notice and cure period and shall furnish Landlord with the following (all of which shall be kept in full force and effect throughout the performance of such Work):

(a) either (1) an irrevocable letter of credit or bond for the benefit of Landlord in the full amount of the cost of such construction costs issued by a financially sound national bank or other financially sound financial institution (any such bank or other financial institution shall be subject to Landlord's prior approval, which approval shall not be unreasonably denied, withheld, delayed or conditioned) and otherwise in a form and content reasonably acceptable to Landlord to secure payment for such work including, without limitation, the cost of all labor and materials required to accomplish such work, or (2) a contractor's performance bond and payment bond ("Bonds") of a financially sound surety company (any such surety company shall be subject to Landlord's prior approval, which approval shall not be unreasonably denied, withheld, delayed or conditioned) from every trade contractor whose contract is in excess of Two Hundred Fifty Thousand Dollars (\$250,000) for the benefit of Landlord and Tenant, as dual obligee (and lender, if required), which Bonds shall be in form and content reasonably satisfactory to Landlord and shall secure (i) completion of the work required under the trade contract for the Work to be performed, and (ii) the payment of all sums required of the trade contractor under the trade contract, or (3) a completion guaranty by a Person reasonably acceptable to Landlord (the "Completion Guarantor") in favor of the Landlord in form and substance comparable to other like guaranties given by Completion Guarantor to other Governmental Authorities in connection with comparable projects and reasonably acceptable to the Landlord (the "Completion Guaranty");

(b) comply with all Insurance Requirements and, with respect to any construction involving the Work, furnish Landlord with satisfactory policies for completed

Value Builder's Risk insurance coverage, including on all building materials insuring loss or damage from fire, lightning, extended coverage perils, sprinkler leakage, vandalism, malicious mischief and the perils insured against under a "difference in conditions" policy in an amount not less than the cost of the Work (such insurance to comply with the requirements of Section 16.3 of this Lease); and

(c) evidence that Tenant has obtained all Approvals required for the Work in question.

8.6 Tenant shall enter into project labor agreements on commercially reasonable terms with the various labor organizations that may be hired by Tenant to provide services in connection with the construction of Improvements after the Lease Effective Date.

8.7 Tenant shall use commercially reasonable efforts to require its general contractor, project manager, major trade contractors and all other workers at the Land and/or engaged in any construction activities related to the construction of Improvements after the Lease Effective Date to work harmoniously with each other, and with other contractors and workers on the balance of the Premises, and Tenant shall not engage in, knowingly permit or suffer, any conduct which may disrupt such harmonious relationship. Tenant shall make commercially reasonable efforts to (a) enforce the aforesaid requirements, and (b) cause its general contractor, project manager and major trade contractors to minimize any interference with the use, occupancy and enjoyment of the Premises by other occupants and visitors thereof.

8.8 In connection with the construction and completion of any Improvements and subject to the terms and conditions hereof, Tenant, at its own cost and expense, shall obtain and deliver to Landlord a permanent certificate of occupancy or other similar instrument reasonably acceptable to Landlord issued by an applicable Governmental Authority for such Improvements, permitting the use thereof for the Coliseum Uses (or a temporary certificate of occupancy or other similar instrument reasonably acceptable to Landlord issued by an applicable Governmental Authority, if permitted by law, provided Tenant shall in such instance proceed to diligently comply with all conditions of such temporary certificate of occupancy or other similar instrument). Landlord will, upon Notice from Tenant at Tenant's expense execute any documents reasonably necessary to be signed on its part to obtain such certificate of occupancy or other similar instrument, but Landlord shall not be required to incur any material expense in connection therewith (any such material expense to be reimbursed by or through Tenant provided Tenant is given advance Notice thereof).

8.9 Landlord and Tenant acknowledge that effective as of the Lease Effective Date, Landlord shall have fee simple title to the Land and the Coliseum.

8.10 Tenant shall, at its expense, cause to be discharged (by bond of lien or otherwise) within thirty (30) days after Notice to Tenant, any lien filed against the Premises for work done or claimed to be done or for materials furnished to Tenant in connection with Tenant's obligations under this Article 8.

8.11 Subject to the terms and conditions hereof, including, without limitation, Section 8.2 above, after the Lease Effective Date, Tenant may, from time to time, at its sole cost and

expense, make such alterations, additions, renovations, restorations, repairs, replacements and installation in, of, or to the Coliseum as Tenant determines to be necessary or desirable, structural or non-structural ("Alteration(s)"); provided, however, that, the following must be satisfied: (a) every proposed Alteration shall comply with applicable Legal Requirements and (b) access to and from the Premises (and to and from the Coliseum and the Required Parking) shall not be adversely impacted. No Alteration to the Coliseum shall be made which, after completion, would reduce the fair market value of the Coliseum below the fair market value of the Coliseum immediately preceding the making of such Alteration and the Coliseum shall not be materially altered in a way that would conflict with or be adverse in any material respect to the Coliseum Uses or Coliseum Revenue (exclusive of adverse impacts arising from any necessary closure of all or any part of the Coliseum). Alterations do not include any development or redevelopment of the Premises.

8.12 Tenant shall indemnify, protect, defend and hold harmless Landlord Indemnitees and the Premises from and against all claims, losses, damages, liabilities, interest, penalties, and actual out-of-pocket third party costs and expenses incurred by Landlord Indemnitees, including, without limitation, reasonable attorneys' fees (whether incurred in a third party action or in an action brought by any Landlord Indemnitee against Tenant to enforce its rights under this Section 8.12), caused by any Work except to the extent caused by the gross negligence or willful misconduct of Landlord Indemnitees. If any Landlord Indemnitee is required to defend any action or proceeding pursuant to this Section to which action or proceeding any Landlord Indemnitee is made a party, such Landlord Indemnitee shall also be entitled to appear, defend, or otherwise take part in the matter involved, at its election, by counsel of its own choosing, and unless the claim or loss is being defended by counsel for an insurer representing the interests of the Landlord Indemnitees and Tenant, Tenant shall bear the cost of the Landlord Indemnitees' defense, including reasonable attorneys' fees to the extent such Landlord Indemnitees are indemnified under this Section 8.12.

8.13 Tenant shall, using commercially reasonable efforts, diligently and continuously conduct or effectuate any Work until the same shall be complete and operational (subject in each case, however, to the provisions of Section 56.1 hereof).

8.14 Without limiting any other obligations of Landlord hereunder, Landlord shall, at Tenant's request and expense, reasonably cooperate in good faith with Tenant's efforts to secure all Approvals required for any Work from any agency other than the County of Nassau or any board, body, office, official, or agency of the County of Nassau. Nothing herein shall be construed as the County of Nassau or any board, body, office, official, department, or agency thereof granting any Approval of any Work.

8.15 Landlord, at Tenant's expense, shall have the right, during the performance of any Work affecting a structural component of the Premises, the exterior of the Coliseum, or the functioning of the heating, ventilation, air conditioning, electrical, mechanical, or other building systems of the Premises to (i) maintain field personnel or other representatives at the Land to observe Tenant's construction methods and techniques and to determine that such Work is being performed in accordance with the provisions of this Lease, and (ii) have such field personnel or other representatives attend regularly scheduled update meetings with Tenant (it being agreed that such Landlord's field personnel or other representatives shall not instruct contractors, interfere with or impede the work of such or other workers in respect of any such Work). Landlord agrees that

the presence and activities of such field personnel or other representatives shall not impede in any respect the performance of such Work and Landlord's actual out-of-pocket costs for third party contractors performing the foregoing observation and other activities on behalf of the Landlord shall be paid by Tenant on demand. No such observation or attendance by Landlord's personnel, designers or other representatives shall impose upon Landlord responsibility for any failure by Tenant to comply with any Legal Requirements, Insurance Requirements or safety practices in connection with such Work or constitute an acceptance of any such Work which does not comply in all respects with the provisions of this Lease.

8.16 Notwithstanding anything contained herein, Landlord shall have no responsibility to Tenant or to any subtenant, architect, engineer, contractor, subcontractor, supplier, materialman, workman or other person, firm or corporation who shall engage in or participate in any Work at the Premises. In addition, Landlord's approval of any plans and specifications, permit applications or other recognition of the construction of the Work shall not be, nor shall be construed as being, or relied upon as, a determination that any such documents (or any modification thereto) comply with any Legal Requirements or Insurance Requirements.

9. REQUIRED PARKING

9.1 Tenant agrees that it shall (together with tenants under Other Leases) provide patrons of the Coliseum access to and use, at market rates, of a minimum of 6,500 parking spaces on the Land (or such lesser amount as Landlord and Tenant may mutually agree upon) and/or land leased under Other Leases, which parking spaces may be surface parking spaces, parking spaces located within building structures or any combination thereof (the "Required Parking"), during all events at the Coliseum (if any); provided, however, that the Required Parking shall be reduced on a one to one basis in the event of and to the extent of any Taking of all or any portion of the Required Parking. Notwithstanding anything contained herein to the contrary, Tenant shall (together with tenants under Other Leases) provide at least two thousand (2,000) parking spaces on the Land and/or land leased under Other Leases at a rate not to exceed Twenty Dollars (\$20.00) per space per event, subject to annual increases (rounded upward to the nearest whole dollar) based on increases in the CPI Index (the "Reduced Rate Parking").

10. USE AND OCCUPANCY

10.1 Tenant shall use and occupy the Coliseum solely (a) for any purpose or purposes which are of such a nature as to furnish to, or foster or promote among, or provide for the benefit of, the people of the County and surrounding areas within the region, recreation, entertainment, amusement, education, enlightenment, cultural development or betterment, and improvement of trade and commerce, including professional, amateur and scholastic sports and athletic events, theatrical, musical or other entertainment presentations and meetings, assemblages, conventions and exhibitions for any purpose including business or trade purposes, and other events of civic, community and general public interest and/or (b) for any business or commercial purpose incidental to the operation of the Coliseum, grounds, parking areas and facilities, or to the equipment thereof, including the operation of souvenir and refreshment concessions and other uses customarily and reasonably ancillary thereto (collectively, the "Coliseum Uses") in accordance with the First Class Facility Standard or Existing Improvements Standard (as applicable). The principal use of the Coliseum shall be limited to sports and entertainment uses and such other uses

as Landlord deems reasonable at such time. In the event of a dispute between the Parties over whether any use to which the Coliseum may be put at such time is a Coliseum Use, either Party, on Notice to the other Party, may submit such dispute to arbitration in accordance with Article 33 hereof. Tenant shall use the balance of the Premises for any lawful purpose not inconsistent with the use of the Coliseum for the Coliseum Uses.

10.2 Tenant shall not enter into any covenant or declaration or grant any easement or restriction with respect to the Premises without Landlord's prior written consent, and Landlord (at no cost to Landlord, unless paid by Tenant) shall join with Tenant in the creation or the granting of any such easement or restriction to which Landlord consents. Landlord shall cooperate with Tenant in effectuating all of the foregoing and, as fee owner, shall execute and record in the appropriate land records of Nassau County such documents as Tenant may reasonably request, subject to (i) Landlord's approval of such documents, which approval, provided such documents are commercially reasonable, shall not be unreasonably withheld, conditioned, or delayed and (ii) Tenant's payment of all actual out-of-pocket third party costs and expenses, including, without limitation, all reasonable out-of-pocket third party attorneys' fees and costs and recording expenses incurred in connection therewith.

10.3 Naming.

(a) Tenant shall be required to keep the name "Nassau Veterans Memorial Coliseum" as part of the name of the Coliseum. Any sale or licensing of any naming rights related to the Coliseum shall prohibit the use of any of the Prohibited Names in the naming of the Coliseum or any other part of the Premises, but otherwise shall not be restricted.

(b) [Intentionally Omitted]

(c) Landlord shall recognize the rights of each party who has acquired or licensed the right to name all or any part of the Coliseum (a "Naming Rights Party") under such Naming Rights Party's agreement of license (a "Naming Rights Agreement") upon any termination of this Lease for any reason, provided at the time of the termination of this Lease (x) no default exists under the Naming Rights Agreement on the part of the Naming Rights Party beyond the expiration of any applicable cure period and which at such time would permit the seller or licensor thereunder to terminate the Naming Rights Agreement, and (y) the Naming Rights Party delivers to Landlord an instrument confirming the agreement of the Naming Rights Party to recognize Landlord as the Naming Rights Party's seller or licensor under the Naming Rights Agreement, which instrument shall provide that neither Landlord, nor anyone claiming by, through or under Landlord, shall be:

(1) be liable for any previous act or omission of Tenant under such Naming Rights Agreement or breach of any representation or warranty of Tenant under such Naming Rights Agreement;

(2) be subject to any offset or defense which theretofore accrued to such Naming Rights Party against Tenant;

(3) be bound by any prepayment of more than one (1) month's fees or additional charges or for any security or other deposits unless actually received by Landlord;

(4) assume or be bound by any of Tenant's liabilities under indemnification or hold harmless agreements in the Naming Rights Agreement;

(5) be liable to the Naming Rights Party beyond Landlord's interest in the Premises; or

(6) be obligated to complete or incur any liability with respect to the completion of any construction to be performed by Tenant under the Naming Rights Agreement.

10.4 Union Labor. For so long as Nassau County is Landlord, the operation of the Coliseum shall be performed using union labor pursuant to such labor agreements as Tenant may negotiate for such Coliseum operations with the various labor organizations that may be hired to provide services in connection with the operation of the Coliseum.

10.5 Entertainment Tax. At all times during the Lease Term, Tenant shall collect and remit, and timely file all returns for and otherwise comply with all applicable provisions of, the entertainment surcharge tax imposed by Local Law 28-2000 (i.e., Section 5-79.0 to 5-84.0 of the Nassau County Administrative Code (as the same may be renewed and/or extended, the "Entertainment Tax"). If the Entertainment Tax shall lapse or be discontinued, then, until such time (if any) that the Entertainment Tax (or the substantial equivalent) shall be imposed, Tenant agrees to collect and remit a payment in lieu of Entertainment Tax ("PILOET") to Landlord in the amounts, at the times and in the manner provided for under the Entertainment Tax immediately prior to its lapse or discontinuance, and Landlord and Tenant agree to structure the same so that the PILOET is imposed as a County charge on tickets for events at the Coliseum.

10.6 Continued Operations. Notwithstanding anything to the contrary contained herein:

(a) Subject to the terms and conditions hereof (including, without limitation, Section 10.1 hereof) and excluding periods during which renovations and/or repairs are being performed as are reasonably necessary to comply with the terms of Section 12.3(b) hereof, during the first (1st) two (2) Lease Years of the Lease Term, Tenant shall (x) keep the Coliseum open and operating and (y) use commercially reasonable efforts to cause the Coliseum to have programming and/or events as are reasonably consistent with past practice.

(b) From and after the first (1st) day of the third (3rd) Lease Year of the Lease Term, Tenant shall have the right, at any time, and from time to time to cease the ongoing operation of the Coliseum and "go dark".

10.7 Tenant's use of the Premises shall at all times conform to all applicable Legal Requirements (including, without limitation, all applicable zoning ordinances). Notwithstanding the foregoing or any other provision of this Lease to the contrary, Tenant shall not use or occupy nor allow any other person, party, entity or individual to use or occupy the Premises or any portion thereof for or in connection with any of the prohibited uses set forth on Schedule G attached hereto (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, collectively, the "Prohibited Uses"). Notwithstanding the foregoing, Tenant shall have the right at any time, and from time to time, to propose modifications to the Prohibited Uses for

Landlord's review and approval, which approval may be granted or withheld in Landlord's sole discretion.

11. LIABILITY OF LANDLORD

11.1 Except to the extent caused by Landlord's gross negligence (which shall be deemed to exclude negligence implied by law due to the fact that Landlord is the fee owner of the Premises) or willful misconduct or breach of this Lease, and except for claims that arise from events or circumstances that pre-date this Lease or that arise from Landlord's policing activities under Section 15.6 or that are otherwise brought against Landlord in its governmental capacity, Landlord shall not be liable for any damage or injury to persons or to personal property of Tenant, or of any other person for any reason whatsoever, including without limitation those occasioned by or arising from any or all of the following during the Lease Term:

(a) the construction, improvement, ownership, operation and maintenance of the Premises;

(b) the heating, ventilating or air-conditioning system, electric wiring, plumbing, dampness, water, gas, steam, or other pipes, or sewage, or the breaking of any electric wire, the bursting, leaking or running of water from any tank, washstand, water closet or waste pipe, supply pipe, sprinkler system, radiator, or any other pipe now or hereafter in, above, upon or about the Premises;

(c) fire, explosion, falling plaster, electricity, smoke, or water, snow or ice being upon or coming through or from the street, roof, sub-surface, skylight, trapdoor, windows or otherwise;

(d) acts or neglect of Tenant or any other tenant or occupant of the Premises, or of any owners or occupants of adjacent or contiguous property;

(e) any latent defect in the Premises or any improvements erected thereon;

(f) the loss or theft of any property of Tenant however occurring, including loss of property entrusted to employees of Landlord; and

(g) any Work or other activities on or about the Premises.

11.2 Except to the extent caused by the gross negligence (which shall be deemed to exclude negligence implied by law due to the fact that Landlord is the fee owner of the Premises) or willful misconduct by Landlord, and except for Landlord's breach of this Lease, Tenant shall make no claim against Landlord for any injury or damage to Tenant or any other person.

11.3 Landlord shall not be liable for the cessation, interruption, suspension, failure or adequacy of any utilities furnished to the Premises or any apparatus or appliance used in connection therewith.

12. PREMISES "AS IS"; REPAIRS; MAINTENANCE AND OPERATIONS

12.1 Tenant shall accept the Premises on the Lease Effective Date in their "as is" condition on the date thereof, subject to ordinary wear and tear from the date hereof through the Lease Effective Date, but excluding damage by fire or other casualty. Tenant is thoroughly acquainted with the condition of the Land and Premises including without limitation the foundations, structural beams and supports, retaining walls, building walls, roof, cornices, ornamental projections, windows, elevators, fire escapes, heating equipment, air-conditioning equipment, pipes, conduits, electrical equipment and wiring and other equipment used in the operation and maintenance of the Premises or appurtenant thereto but expressly excluding the sub-surface conditions beneath the Land and matters that are not apparent from a routine site inspection. Tenant recognizes that Landlord has not made and is unwilling to make any representations in connection with the Premises or in any way relating to this Lease except as otherwise provided herein. Notwithstanding anything to the contrary, in the case of any material damage to or destruction of the Coliseum prior to the Lease Effective Date (i.e., the date when Tenant's insurance obligations commence under Section 16 hereof), then Tenant shall have the right, at Tenant's option, to terminate this Lease by giving Notice to Landlord.

12.2 Without limiting the generality of Section 12.1 hereof, Tenant has not relied on any representations or warranties and Tenant shall, except as set forth in this Lease, accept the Premises on the Lease Effective Date in their as-is condition, and Landlord has not made any representations or warranties in either case express or implied, as to (i) the current or future real estate tax liability, assessment or valuation of the Premises; (ii) the potential qualification of the Premises for any and all benefits conferred by Federal, state or municipal laws, whether for subsidies, special real estate tax treatment, insurance, mortgages, or any other benefits, whether similar or dissimilar to those enumerated (including, without limitation, Benefits); (iii) the compliance of the Premises, now or in the future, with applicable zoning ordinances and the ability to obtain a variance in respect to the Premises' non-compliance, if any, with said zoning ordinances; (iv) the availability of any financing for the purchase, alteration, rehabilitation or operation of the Premises from any source, including but not limited to state, city or Federal government or any institutional lender; (v) the current or future use of the Premises; (vi) the present and future condition and operating state of any machinery or equipment on the Premises and the present or future structural and physical condition of the Premises or its suitability for rehabilitation or renovation; (vii) the ownership or state of title of any personal property on the Premises; (viii) the presence or absence of any rules or notices of violations of law issued by any Governmental Authority; (ix) the layout, leases, rents, income, expenses or operation of the Premises; (x) financial statements; or (xi) any other matter or thing affecting or relating to the Premises.

12.3 Operating Standards.

(a) Tenant shall during the Lease Term keep the Premises in a secure and safe condition in order to prevent any unreasonable degradation thereto. Tenant hereby agrees to assume the sole, full and exclusive responsibility for the operation of the Premises in strict conformance with the First Class Facility Standard or the Existing Improvements Standard, as applicable, and all applicable Legal Requirements.

(b) From and after the Lease Effective Date until the expiration of this Lease (except during periods of Work performed in accordance with this Lease), Tenant (i) assumes the sole responsibility for the condition, operation, maintenance, repair and management of the Premises, except as set forth in Section 15.6 of this Lease, (ii) shall insure the Coliseum as provided in Section 16 and (iii) shall pay the utility costs for the Coliseum as provided in Section 15. Tenant, at its sole cost, shall maintain the Premises at all times, in good order, condition and repair consistent with past practice, reasonable wear and tear and casualty loss excepted (the "Existing Improvements Standard") and subject to the provisions of Article 18 hereof, and shall, at its sole expense, make or cause to be made all necessary structural and non-structural repairs to the Premises to maintain the Premises in accordance with the First Class Facility Standard or Existing Improvements Standard (as applicable), including, without limitation to the foundations, walls, roof, structural members, plumbing and waste lines, utility conduits within the floors and walls, fixtures, machinery, equipment, signs, money changers, traffic counting equipment and parking booths and equipment within and appurtenant to the Premises, windows, doors or other glass, together with the frames and supports thereof on the inside and outside of the Premises, and the vaults, sidewalks and curbs adjoining the Premises, all in accordance with the First Class Facility Standard or Existing Improvements Standard (as applicable) and all Legal Requirements. Additionally, from and after the Lease Effective Date (except during periods of Work performed in accordance with this Lease), Tenant shall, at its sole cost and expense:

- (i) keep the Premises, the sidewalks around the perimeter thereof and the access and egress areas reasonably clean and clear of weeds, rubbish, debris, filth, refuse, graffiti and prohibited or unauthorized obstructions, as well as promptly removing and properly disposing all of the foregoing;
- (ii) keep the Required Parking areas and pedestrian sidewalks and access routes clear of weeds, accumulated snow, ice and water, except that snow may be neatly piled in designated areas of the Premises in such a manner as to minimize the number of Required Parking spaces affected and not to block the drains therein located;
- (iii) sweep the Required Parking areas as needed using proper motor-driven cleaning vehicles and hand-held equipment as required;
- (iv) empty all trash and rubbish containers located throughout the Premises as needed and wash them at intervals sufficient to maintain them in a reasonably clean, sanitary condition;
- (v) keep trash and rubbish containers in a reasonably attractive and good working condition and keep major containers for trash and rubbish in an enclosed environment, screened from the public view;
- (vi) inspect all lamps and light fixtures at regular intervals and replace them according to a properly designated replacement program or when individual lamps or fixtures cease to function properly;
- (vii) keep all stairways in good repair and good working order, properly lit and cleaned; and

- (ix) keep the elevators and escalators serving the Coliseum and other applicable areas of the Premises clean and attractive and in good working order and protected by a full service maintenance contract with a licensed elevator/escalator maintenance company.

From and after the Lease Effective Date, Tenant shall also make any repairs, structural and non-structural, interior or exterior, to the Premises which may be (i) required by Legal Requirements or Insurance Requirements, (ii) made necessary by reason of Work performed by or on behalf of Tenant or (iii) made necessary by the acts or omissions of Tenant, its employees, agents, licensees, invitees or agents. At Tenant's request and expense, Landlord shall (at no cost to Landlord, unless paid by Tenant) use commercially reasonable efforts to negotiate that any warranties received from any contractor or subcontractor in connection with the performance of any prior work at the Coliseum run for the joint benefit of Landlord and Tenant or are assigned by Landlord to Tenant and, at Tenant's sole cost and expense, shall enforce any such warranties to the full extent that Landlord shall have the right to do so on Tenant's behalf if Tenant shall be unable to do so directly in Tenant's own name. Tenant shall use commercially reasonable efforts to negotiate that any warranties received from any contractor or subcontractor in connection with the performance of any Work run for the joint benefit of Landlord and Tenant and, at Tenant's sole cost and expense, shall enforce any such warranties to the full extent that Tenant shall have the right to do so on Landlord's behalf if Landlord shall be unable to do so directly in Landlord's own name. Landlord shall not, under any circumstances, be required to build any improvements on the Premises, or to make repairs, replacements, alterations or renewals of any nature or description to the Premises, whether interior or exterior, ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, or to make any expenditure whatsoever in connection with the Premises, or to inspect or maintain the Premises in any way. Tenant hereby waives the right to make repairs, replacements, renewals or restorations at the expense of Landlord, including, without limitation, any repairs, replacements, renewals or restorations required pursuant to any Legal Requirements.

(c) From and after the Lease Effective Date, until the expiration or earlier termination of this Lease, Tenant shall, except as set forth in Section 15.6 of this Lease, assume sole responsibility for the operation of the Premises in a manner consistent with the First Class Facility Standard or Existing Improvements Standard (as applicable) and all Legal Requirements. Such operation of the Premises shall include, but not be limited to, the following:

- (1) providing for reasonably adequate security through personnel and/or devices, including, as appropriate, uniformed, motorized security personnel and electronic security devices during all hours when the Coliseum is open to the public;
- (2) providing and maintaining complete sign systems to convey information on access and operation of the Premises;
- (3) having available qualified maintenance personnel to respond to sign or other equipment failures on an emergency basis;
- (4) subject to Section 15.6, providing for adequate personnel to render and maintain traffic control and to assist with circulation and direction of traffic within the Premises;

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- (5) establishing and implementing an annual preventative maintenance program for the Premises reasonably satisfactory to Landlord;
- (6) regulating the use of the Premises consistent with the provisions of Section 10 of this Lease and, in furtherance thereof, if requested by Landlord for a given Lease Year, submitting to Landlord for each Lease Year during the Lease Term an annual operating plan indicating the type and nature of events that are then contemplated for the Premises during such Lease Year (based on information then available);
- (7) employing, engaging, promoting, discharging and otherwise supervising and controlling the work of all employees, and contracting with all independent contractors, deemed necessary or advisable by Tenant to discharge its responsibilities with respect to the operation, repair, maintenance, management and control of the Premises;
- (8) maintaining, managing and controlling all roadways, rights-of-way and driveways located on the Premises;
- (9) subject to Section 15.6, contracting for and managing all security personnel and systems for the Premises and otherwise controlling all aspects of access (including restricted access) to the Premises;
- (10) providing and entering into contracts for the furnishing to the Premises of (A) all utilities, including electricity, gas, sewage, water and telephone (subject to Section 15); (B) cleaning and janitorial services and adequate dumpsters and trash removal; (C) elevator and boiler maintenance service, air conditioning maintenance service and other equipment maintenance service; (D) laundry service; and (E) any and all services deemed advisable by Tenant in conjunction with the operation, repair, maintenance, management and control of the Premises;
- (11) purchasing all supplies and materials regularly used and consumed in the operation, repair, maintenance, management and control of the Premises;
- (12) obtaining and maintaining all required licenses and permits in the operation, repair, maintenance, management and control of the Premises in accordance with all Legal Requirements;
- (13) imposing and enforcing such rules and regulations governing the use of the Premises as it may establish from time to time (acting reasonably and subject to consultation with Landlord with respect thereto) to assist in ensuring the use of the Premises by all parties is consistent and permitted in accordance with the terms of this Lease (with a copy of such rules and regulations and any amendments thereto to be furnished to Landlord promptly after Landlord's request therefor);
- (14) operating, repairing and maintaining Tenant's trade fixtures and personal property situated in or on the Premises, or cause such property to be operated, repaired and maintained, in good condition and repair and otherwise in accordance with all Legal Requirements;

- (15) selecting and being solely responsible for all concessionaires and vendors selling food, beverages, novelties, souvenirs, programs, merchandise and wares of any nature whatsoever in any part of the Premises;
- (16) operating or causing to be operated all restaurants and other dining facilities located in the Coliseum during all Coliseum events;
- (17) except during periods of Work performed in accordance with this Lease during which the Coliseum is not operating, establishing procedures, rules and policies regarding employee relations at the Coliseum, and all aspects of advertising, publicity and promotion of Tenant's business at the Premises; and
- (18) selling, marketing and establishing the price of all admission tickets for all events (if any) at the Premises, unless such prices are, by agreement, set by the promoter.

(d) [Intentionally Omitted]

12.4 When used in this Article 12, the term "repairs" as applied to all equipment, machinery, apparatus and fixtures of every kind used in connection with the operation and maintenance of the Premises and the roof and structural portions of the Premises shall be deemed to include replacements, restorations (subject to the provisions of Article 17 hereof) and renewals. In any event, Tenant shall have the right at any time and from time to time to remove and dispose of such machinery and equipment which may become obsolete or unfit for use or which is no longer useful in the operation of the Premises.

12.5 All repairs, restorations and replacements by Tenant shall be in quality and class as good as the original work or installations, shall be done in a good and workmanlike manner and shall be performed and completed in accordance with all Legal Requirements and Insurance Requirements.

12.6 In the event that the County, acting in its governmental capacity, enacts or imposes any tax, user fee or similar charge which is not of general applicability and which increases Tenant's monetary obligations to Landlord (in its capacity as landlord under this Lease or as a Governmental Authority), Tenant shall be entitled (upon not less than sixty (60) days' Notice to Landlord) to offset such amounts paid to Landlord (in its capacity as landlord under this Lease or as a Governmental Authority) by Tenant against Annual Rent. Any dispute as to whether or not such tax, user fee or similar charge is of general applicability shall be subject to arbitration in accordance with Article 33 hereof. Any such tax, fee or charge which solely affects the Premises or any part thereof shall be deemed a tax, fee or charge which is not of general applicability.

12.7 Tenant hereby acknowledges the presence of asbestos in the Existing Improvements and the potential presence of lead-based paint and other Hazardous Substances in the Existing Improvements as of the Lease Effective Date and Tenant hereby agrees to assume full responsibility for the remediation, clean-up, and other handling and management of all of the same and for the cost thereof during the Lease Term, solely to the extent that the requirement to conduct such remediation, clean-up, and other handling and management is required to be performed or otherwise arises during the Term pursuant to applicable Legal Requirements, including, without limitation, applicable Environmental Laws. Without limiting the generality of this Article 12 or

any other provision of this Lease, Tenant further agrees to conduct, at Tenant's sole cost and expense, any renovation or construction of Improvements on the Premises in accordance with applicable Legal Requirements, including, without limitation applicable Environmental Laws. For the avoidance of doubt, the Parties acknowledge and agree that the Landlord shall not have any responsibility during the Term for the remediation, clean-up and other handling and management of asbestos, lead-based paint and other Hazardous Substances nor for the cost thereof.

13. ENTRY BY LANDLORD

13.1 Upon reasonable prior Notice to Tenant (except in emergency), at reasonable times, and upon reasonable terms and conditions, Landlord shall have the right to enter the Premises including the Coliseum to inspect same or for any other lawful purpose. Neither the right and authority hereby reserved, nor the exercise thereof, shall impose nor does Landlord assume by reason thereof, any responsibility or liability for the care or supervision of the Premises or Coliseum. Such right of entry and access shall not be considered as exercising control of the Premises or Coliseum or as obligating Landlord to make repairs or improvements not otherwise required under this Lease. Nothing herein shall limit the rights of the County and its various departments and agencies from entering upon the Premises from time to time in connection with the exercise of governmental functions in a manner comparable to which such entities may lawfully enter other private or commercial property within the County.

14. COMPLIANCE WITH LEGAL AND INSURANCE REQUIREMENTS

14.1 Tenant shall comply with all present or future Legal Requirements regarding the Premises, or the use or occupation thereof, whether or not such compliance involves structural repairs or changes and without regard to whether any such Legal Requirement or order be of a kind now within the contemplation of the Parties.

14.2 Tenant may contest at its expense any Legal Requirement and such contest shall stay Tenant's compliance obligations, provided that (i) such contest does not adversely affect in any material respect the Premises or Landlord or result in a lien, charge, encumbrance or liability against the Premises that is not bonded or otherwise vacated or satisfied; and (ii) non-compliance therewith shall not constitute a crime or offense punishable by fine or imprisonment or subject Landlord to the possibility of criminal prosecution. Non-compliance by Tenant during such contest shall not be deemed an Event of Default under this Lease provided that Tenant shall indemnify Landlord Indemnitees and hold Landlord Indemnitees harmless from and against all liabilities, costs, damages, interest, penalties and actual out-of-pocket third party costs and expenses incurred by any of the Landlord Indemnitees, including, without limitation, reasonable attorneys' fees (whether incurred in a third party action or in an action brought by any of the Landlord Indemnitees against Tenant to enforce its rights under this Section 14.2) resulting from or incurred in connection with such contest or non-compliance and shall prosecute such contest in good faith and with due diligence to a final determination by the court, authority or governmental body having jurisdiction.

14.3 Tenant shall not be entitled to any abatement, diminution or reduction of the Annual Rent or Additional Rent reserved herein for any inconvenience, interruption, cessation or loss of business or damage caused directly or indirectly by any present or future Legal

Requirement, or by priorities, rationing or curtailment of labor or materials, or by war, civil commotion, strikes or riots, or any matter or thing resulting therefrom.

14.4 Tenant shall not do or permit to be done any act or thing upon the Premises which will invalidate or be in conflict with the Insurance Requirements. Tenant, at its own expense, shall comply with all present and future Insurance Requirements, and shall not knowingly do or permit to be done in or upon the Premises or bring or keep anything therein or use the same in a manner which could result in denial of such fire and casualty insurance coverage.

14.5 If any Insurance Requirement shall require Tenant to perform any work or meet any condition which Tenant may deem unfair, unreasonable, improper or otherwise burdensome, Tenant, at its sole expense, may contest the validity thereof and such contest shall stay Tenant's compliance obligations, provided that (i) non-compliance therewith shall not constitute a crime or offense punishable by fine or imprisonment, (ii) same shall not subject any Landlord Indemnitee to the possibility of criminal prosecution or adversely affect the Premises in any material respect or (iii) same shall not result in any lien, charge, encumbrance or other liability against the Premises that is not bonded or otherwise vacated or satisfied, and (iv) such non-compliance shall not result in any lapse in insurance coverage or safety hazard. Non-compliance by Tenant during such contest shall not be deemed a breach of this Lease provided that Tenant shall indemnify Landlord Indemnitees and hold Landlord Indemnitees harmless from and against all liabilities, costs, damages, interest, penalties and actual out-of-pocket third party costs and expenses incurred by any Landlord Indemnitee, including, without limitation, reasonable attorneys' fees (whether incurred in a third party action or in an action brought by any Landlord Indemnitee against Tenant to enforce its rights under this Section 14.5), resulting from or incurred in connection with such contest or non-compliance and shall prosecute such contest in good faith and with due diligence to a final determination by the court authority or governmental body having jurisdiction.

15. UTILITIES AND SERVICES

15.1 Utilities. As of the Lease Effective Date, Tenant agrees to directly contract for and pay all costs associated with gas, water, sewer, electricity, light, heat, power, steam, telephone, cable or other communications service and all other utility or service of every nature and kind used, rendered or supplied to, upon or in connection with the Premises throughout the Lease Term and shall indemnify Landlord Indemnitees from and hold Landlord Indemnitees harmless against any claims, liabilities, damages, losses, costs or actual out-of-pocket third party costs and expenses incurred by Landlord Indemnitees, including, without limitation, reasonable attorneys' fees (whether incurred in a third party action or in an action brought by a Landlord Indemnitee

15.2 Except as otherwise set forth herein, Tenant expressly agrees that Landlord is not nor shall it be required to furnish to Tenant or any other occupant of the Premises during the Lease Term any water, sewer, gas, heat, electricity, light, power, steam, telephone, cable or other facilities, equipment, labor, materials, utilities or any services of any kind whatsoever whether similar or dissimilar.

15.3 [Intentionally Omitted]

15.4 Landlord shall not be liable to Tenant in damages or otherwise for any failure of Tenant to make arrangements for or to obtain any utilities or services, except to the extent due to the gross negligence (which shall be deemed to exclude negligence implied by law due to the fact that Landlord is the fee owner of the Premises), willful misconduct or breach of this Lease by Landlord. Subject to Section 56.1, Tenant shall not be released or excused from the performance of any of its obligations under this Lease for any such failure or for any interruption or curtailment of any such utilities or services, and, except to the extent caused by the gross negligence, willful misconduct or breach of this Lease by Landlord, no such failure, interruption or curtailment shall constitute a constructive or partial eviction.

(a) At Tenant's election, Landlord shall purchase heated and chilled water to service the Premises under the District Energy System Agreement and Tenant shall reimburse Landlord for such expenses at the cost set forth in the District Energy System Agreement payable by the Landlord without any premium or mark-up. If Tenant shall elect to purchase heated and chilled water to service the Premises under the District Energy System Agreement, Landlord (at no cost to Landlord, unless paid by Tenant) shall endeavor to cause the Premises to be billed in a manner that is no less favorable to Tenant than the billing of any other space covered by the District Energy System Agreement. Nothing contained herein, shall obligate Tenant to purchase heated and chilled water to service the Premises under the District Energy System Agreement.

(b) A new District Energy System Agreement was recently approved and is set to expire in 2025. If the District Energy System Agreement is subsequently renewed, extended or replaced by an agreement that covers substantially the same properties as are covered by the District Energy System Agreement, then Landlord (at no cost to Landlord, unless paid by Tenant) shall consult with Tenant prior to entering into any renewal, extension or replacement of the District Energy System Agreement, to include the Premises within the properties to be covered thereby upon terms acceptable to Tenant. In no event shall Tenant be bound by the terms of any renewal, extension or replacement of the District Energy System Agreement or be required to purchase any utilities pursuant to any renewal, extension or replacement of the District Energy System Agreement upon terms not previously approved by Tenant.

15.5 If Tenant has elected to purchase any utilities under the District Energy System Agreement, and such utilities are available to Landlord for other facilities at a cost that is lower than the cost of the utilities otherwise available to Tenant, and such utilities can be made available to Tenant at a cost lower than otherwise available to Tenant, provided that Tenant pay all costs associated with availing itself of such lower rates, as well as all costs and expenses incurred by Landlord, then upon request by Tenant (and at Tenant's sole option), Landlord shall purchase such utilities for the Premises at such lower cost on behalf of Tenant. In such an event, Tenant shall reimburse Landlord for the cost of such utilities, together with all costs and expenses incurred by Landlord in any way related to the purchase of such utilities on Tenant's behalf (without any premium or mark-up) within ten (10) Business Days of being billed therefor from time to time.

15.6 Consistent with Landlord's obligations to maintain order in connection with the Premises, Landlord shall provide, utilizing the Additional Rent paid by Tenant under Sections 7.1(b) and 7.1(c) hereto, policing on the Land in connection with crowd control and general safety purposes for activities on the Premises; this obligation shall be a surviving obligation of Landlord for the full Lease Term notwithstanding any transfer of all or any portion of the Premises by either

Party. The applicable levels of staffing for such policing services shall be determined in the Landlord's reasonable discretion. The Parties acknowledge and agree that Tenant shall be required to provide adequate security at all times in the interior of the Coliseum.

16. INSURANCE

16.1 Tenant shall throughout the Lease Term:

(a) keep the Coliseum and all Improvements and equipment on, in and appurtenant thereto, insured against loss or damage by fire, with extended coverage including special form, in an amount equal to one hundred (100%) percent of the full replacement value thereof (excluding foundations and footings) ("Replacement Value") without diminution of such replacement cost for depreciation or obsolescence, by policies containing the usual co-insurance clause, and written with a "deductible" not to exceed One Million and No/100 Dollars (\$1,000,000) (in 2024 dollars, adjusted for inflation based on the CPI Index no more frequently than on a bi-annual basis); Landlord shall at all times be entitled to insurance in an amount sufficient to avoid being a co-insurer;

(b) keep in effect rent insurance (or as the case may be use and occupancy insurance) for the Coliseum and Land in an amount not less than the total of the applicable Lease Year's Annual Rent, Impositions, and annual insurance premiums required by this Article 16, naming Landlord as an additional insured;

(c) keep in effect general public liability insurance against claims for bodily injury or death and property damage occurring upon, in or about the Premises and all Improvements thereon, and on, in or about the adjoining streets, sidewalks and passageways, providing coverage in the sum of Twenty-Five Million Dollars (\$25,000,000.00) (in 2024 dollars, adjusted for inflation based on the CPI Index no more frequently than on a bi-annual basis) combined single limit per occurrence in respect of either bodily injury or death to any number of persons or for property damage. The aforesaid coverage limitations shall be increased (which increase may be affected by "umbrella" coverage) from time to time throughout the Lease Term (but not more than once in any three (3) year period) so that such coverage shall conform to the liability coverage then customarily maintained for premises similarly situate. Landlord agrees to give Tenant Notice not less than sixty (60) days prior to the expiration of Tenant's policy of the new required coverage amount, in each instance when Landlord determines the coverage hereunder shall be adjusted for inflation in accordance herewith;

(d) keep in effect elevator liability coverage insurance, boiler and machinery insurance, water damage insurance (direct and legal liability); sprinkler leakage insurance (direct and legal liability), including flood insurance to the extent available through the National Flood Insurance Program or any substitute therefor, or through a "difference in conditions" policy as aforesaid;

(e) keep in effect workers' compensation and employers liability insurance covering all persons employed at or in respect of the Coliseum by Tenant with statutorily required limits; workers' compensation insurance shall include policy endorsements

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providing an extension of the policy to cover the liability of the insured under the "Other States Coverage";

(f) keep or cause to be kept in effect pollution liability coverage for bodily injury and property damage with limits not less than Twenty-Five Million Dollars (\$25,000,000) each pollution condition and Twenty-Five Million and No/100 Dollars (\$25,000,000) aggregate (in 2024 dollars, adjusted for inflation, based on the CPI Index no more frequently than once every five (5) years). If the pollution liability policy is written on a claims-made basis, Tenant agrees that such coverage shall remain in force for at least three (3) years following the expiration or earlier termination of this Lease;

(g) obtain and maintain such other insurance on the Coliseum and Improvements as Landlord may from time to time reasonably require, provided that such insurance is generally required of or maintained by tenants and operators of properties similar to the Coliseum and such Improvements, and is available at commercially reasonable rates;

(h) Tenant shall only be required to keep in effect insurance for "certified acts of terrorism" if same is generally being maintained for the majority of similarly sized sports and entertainment arenas in the suburbs of New York, New Jersey, Connecticut and Massachusetts metropolitan areas, and is available at commercially reasonable rates, and in such event, only for the Coliseum;

(i) keep in effect commercial property insurance, on an All Risk/Special Form of Loss, Agreed Amount, Fully-Insured Replacement Cost Basis, on the Work and on all personal property in and about the Coliseum used in connection therewith, including without limitation, Tenant's improvements, decorations, fixtures, furniture and other contents (collectively, "Tenant's Improvements") as may be necessary to restore the Tenant's Improvements to a condition so that they may be operated as they had been operated immediately prior to any casualty. Replacement shall mean new for old without deduction for depreciation; and

(j) liquor liability coverage for all events where alcoholic beverages are served in an amount not less than Five Million Dollars (\$5,000,000). At Tenant's option, this coverage may be provided if available, as an express endorsement of the commercial general liability policy or an excess or umbrella liability insurance policy.

16.2 Tenant's casualty insurance policies shall be for a term of not less than one (1) year and shall provide a waiver of all right of subrogation against Landlord with respect to losses payable under such policies. Tenant's casualty insurance policies for the Coliseum shall also provide:

(a) that such policies shall not be invalidated nor shall coverage be disclaimed should the insured waive, prior to a loss, any or all right of recovery against any party for losses covered by such policies, or by reason of any act or neglect by the primary insured party; and

(b) that losses, if any, shall be jointly payable to Tenant and Landlord as provided in Section 17.4; and

(c) if commercially reasonable and commercially available, that such policies shall not be modified, cancelled or not renewed without at least thirty (30) days' Notice to Landlord.

16.3 All insurance required by this Article 16 shall (a) be effected under valid and enforceable policies issued by insurers of recognized responsibility, licensed to do and doing business in the State of New York, having an A.M. Best rating of "A-" or better and a financial size of at least VIII or a comparable rating by another national rating organization if A.M. Best is no longer in existence, (b) provide a waiver of all right of subrogation against Landlord with respect to losses payable under such policies, and (c) name Landlord, its successors and/or assigns, as additional insureds, as their interests may appear. Before Tenant takes possession of the Premises (and thereafter not less than thirty (30) days prior to the expiration date of any expiring policies theretofore furnished pursuant to this Article 16) originals or certificates of such insurance shall be delivered by Tenant to Landlord. Tenant shall also furnish to Landlord from time to time upon Landlord's request, a certificate signed by an executive officer or managing partner of Tenant or a certificate of insurance certified by Tenant's insurance carriers containing a statement of insurance effected by Tenant pursuant to this Lease and then in force and evidence that the premiums thereon have been paid.

17. FIRE AND OTHER CASUALTY

17.1 If the Premises shall be partially or totally damaged or destroyed by fire or other casualty during the Lease Term, Tenant shall notify Landlord in writing and, whether or not resulting from the fault or neglect of Tenant, or its servants, employees, agents, visitors or licensees, Tenant, unless Section 17.2 applies, at its own cost and without regard to insurance proceeds, shall promptly take all steps, including without limitation making necessary temporary repairs to prevent injury to persons and to render the Premises safe pending adjustment of the insurance loss, if any, and completion of all repairs and restorations as contemplated by this Article 17. Tenant shall, promptly following such damage or destruction, commence to and diligently proceed to repair the damage and restore, replace, and rebuild the Premises and equipment on, in or appurtenant thereto at least to the extent of the value and as nearly as possible to the character thereof prior to such damage ("Casualty Repairs"). In no event shall Landlord be obligated to repair, replace or rebuild the Premises or the Improvements nor to pay or provide for any of the expenses or costs thereof; provided, however, that if (a) the Premises shall be partially or totally damaged or destroyed by fire or other casualty prior to the Lease Term and (b) Tenant does not elect to terminate this Lease in accordance with Section 12.1, then Landlord shall make all insurance proceeds with respect thereto available to Tenant in accordance with Section 17.4 below for use by Tenant in connection with the Casualty Repairs. If the net amount of such insurance proceeds shall be insufficient to complete the Casualty Repairs, Tenant shall pay the additional sums required, and if the amount of such insurance proceeds shall be in excess of the cost thereof, the excess shall be paid to Tenant.

17.2 Notwithstanding the foregoing or any other provision of this Lease to the contrary, if such fire or other casualty occurs during the Initial Term or during the last five (5) years

of any Renewal Term and the Casualty Repairs are estimated to require six (6) months or longer after receipt of the insurance proceeds to complete, then Tenant shall have the right at Tenant's option to terminate this Lease by giving Notice to Landlord to such effect provided all of the following conditions are met:

- (a) Tenant assigns to Landlord all of Tenant's right, title and interest in the proceeds of any insurance covering the loss and reasonably cooperates with Landlord's efforts to obtain such insurance proceeds (which obligation to assign and cooperate shall survive any termination of this Lease);
- (b) no Leasehold Lender or other person claiming through Tenant has a claim upon any insurance proceeds covering the loss;
- (c) There are no subtenants whose subleases or occupancy agreements have not been validly terminated by reason of such damage or destruction; and
- (d) all insurance proceeds covering the loss are paid to Landlord.

In the event Tenant gives such Notice, this Lease shall be deemed cancelled and terminated as of the date of the giving of such Notice as if such date were the scheduled date for the expiration of the Lease Term, and neither Party shall have any further rights or obligations hereunder except such rights and obligations which by their express terms survive the termination of this Lease.

17.3 The Casualty Repairs shall be performed in full compliance with the terms of this Lease.

17.4 The proceeds of all fire and casualty insurance policies effected and paid for by or on behalf of Tenant ("Insurance Proceeds") with respect to the Coliseum shall be paid in accordance with this Section 17.4 and shall not constitute revenues from operation of the Coliseum. In the case of a casualty or series of casualties resulting in payment of Insurance Proceeds less than Ten Million Dollars (\$10,000,000.00) (in 2024 dollars, adjusted for inflation based on the CPI Index no more frequently than on a bi-annual basis), the Insurance Proceeds shall be paid to Tenant and applied by Tenant in accordance with the terms of this Article 17. In the case of a casualty or series of casualties resulting in the payment of Insurance Proceeds in excess of the sum of Ten Million Dollars (\$10,000,000.00) (in 2024 dollars, adjusted for inflation based on the CPI Index no more frequently than on a bi-annual basis), the Insurance Proceeds shall be paid by the insurers to the Depositary and shall be held in an interest bearing account acceptable to Tenant. All interest or other income received by the Depositary shall be considered Insurance Proceeds for the purpose of this Article 17. All Insurance Proceeds in the hands of the Depositary shall be applied by the Depositary to the payment of the cost of the Casualty Repairs except as otherwise set forth in Section 17.2, and may be withdrawn from time to time as the Casualty Repairs progress upon the written request of Tenant, a copy of which written request together with counterpart original accompanying certificates and documents shall be given to Landlord, which certificates shall provide the following:

- (a) a certificate signed by Tenant and signed also as to subdivisions (iv), (v) and (vi) of this Section 17.4(a), by the architect, construction manager or engineer, as

applicable, in charge of the Casualty Repairs dated not more than thirty (30) days prior to such request and reflecting a true state of facts, setting forth:

(i) the amount requested on AIA form G702 (the "Payment Certificate"), and stating that no part of such expenditures has been or is being made the basis for the withdrawal of any Insurance Proceeds in any previous or then pending request nor has been paid out of Insurance Proceeds not required to be paid to the Depositary;

(ii) that except for the amount, if any, stated in the Payment Certificate to be due for services or materials, there is no outstanding indebtedness known to Tenant, after due inquiry, which is then due for labor, wages, materials, supplies or other services in connection with the Casualty Repairs;

(iii) that there has not been filed with respect to the Premises any vendors', contractors', mechanics', laborers' or materialmens' statutory or similar lien which has not been discharged of record or bonded;

(iv) the extent, if any, to which the cost, as estimated by such architect or engineer, of the Casualty Repairs required to be done subsequent to the date of the Payment Certificate in order to complete same exceeds the Insurance Proceeds remaining in the hands of the Depositary after withdrawal of the sum requested in the Payment Certificates;

(v) that the architect has examined the applicable final plans with respect to such Casualty Repairs and the Casualty Repairs, to the extent then completed, have been made in accordance with such final plans; and

(vi) that the sum requested in the Payment Certificate, when added to all sums previously paid out under this Section 17.4 for the Casualty Repairs does not, in the reasonable opinion of such architect, engineer or construction manager, exceed the cost of the labor and services rendered and fixtures, equipment and material installed or supplied in connection with the Casualty Repairs completed to the date of such certificate.

17.5 Upon compliance with the foregoing provisions, Depositary shall, out of the Insurance Proceeds, pay to the persons named in the Payment Certificate, the respective amounts stated in the Payment Certificate to be due to them, and shall pay to Tenant the amounts stated in the Payment Certificate to have been paid by Tenant. Upon the completion of the Casualty Repairs and payment in full thereof, any balance of Insurance Proceeds remaining in the hands of the Depositary shall be paid to Tenant not later than fifteen (15) Business Days following receipt by the Depositary and Landlord of a certificate signed by Tenant, dated not more than ten (10) Business Days prior to Tenant's request for such payment, setting forth all of the following:

(a) the Casualty Repairs have been completed in accordance with the terms of this Lease;

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(b) all amounts theretofore withdrawn do not exceed the amount which Tenant is or may be entitled to withdraw under the foregoing provisions of this Lease;

(c) all amounts due and owing by Tenant in respect of such Casualty Repairs have been paid in full;

(d) a certification by Tenant that there has not been filed with respect to the Premises any vendors', contractors', mechanics', laborers' or materialmens' statutory or similar lien which has not been bonded or discharged of record, and, to the extent applicable, Tenant shall provide copies of any lien waivers from such persons with respect to all payments other than the payment that is the subject of the final requested advance; and

(e) no Event of Default under this Lease exists on the part of Tenant; together with a certificate of any reputable title company which is a member of the New York Board of Title Underwriters certifying that there has been no material change in the status of title to the Premises by reason of Tenant's Casualty Repairs, including, without limitation, the filing of any vendor's, bonded or laborer's or materialman's statutory or similar lien which has not been bonded or discharged of record.

17.6 If, in the course of Casualty Repairs, any mechanics or other lien, order for the payment of money or a written notice to owner with evidence of a lien against the Premises, Landlord, Tenant or any contractor of Tenant is filed of record in Nassau County or served on Landlord or Tenant, or if an Event of Default shall exist and is continuing under this Lease, the Depository may withhold any payment of such Insurance Proceeds (except to the extent that such Insurance Proceeds are needed to cure the default and otherwise satisfy the criteria set forth above) only up to the amount of such lien until such lien, notice or order shall have been fully bonded, satisfied, cancelled or discharged of record.

17.7 Insofar as a new certificate of occupancy may be necessary, Tenant shall obtain and deliver to Landlord a temporary or final certificate of occupancy before the Premises shall be reoccupied for any purpose.

17.8 Notwithstanding the provisions of Section 17.1 hereof, if the Coliseum is materially damaged or destroyed after July 1, 2027, then Tenant may, at its option, in lieu of performing the restoration required by Section 17.1, restore the Coliseum in a manner that is appropriate for alternate public or quasi-public use(s) consistent with Section 10.1, after obtaining all appropriate Approvals for such work. For purposes of the preceding sentence, "material damage or destruction" shall mean damage or destruction the cost of which to repair shall exceed Twenty Million Dollars (\$20,000,000) (in 2024 dollars, adjusted for inflation). Tenant shall give Landlord not less than four (4) months prior written Notice of any such proposed change in use of the Coliseum, and any dispute with respect to such proposed change of use shall be subject to arbitration as provided in Article 33.

17.9 This Lease shall neither terminate or be forfeited by reason of damage to, or total, substantial or partial destruction of, the Improvements, or by reason of the untenability of the Premises or any part thereof, nor for any reason or cause whatsoever, except pursuant to the

express provisions of this Lease (including Section 18.1 hereof), nor shall there be any resulting abatement of the Annual Rent and Additional Rent and other charges payable by Tenant to Landlord.

17.10 The provisions of this Article 17 shall be deemed an express agreement governing any case of damage or destruction of the Premises by fire or other casualty, and Section 227 of the Real Property Law of the State of New York, providing for such a contingency in the absence of an express agreement, and any other laws of like import, now or hereafter in force, shall have no application in such case and are hereby waived by the Parties.

18. CONDEMNATION

18.1 If at any time during the Lease Term there is a Taking of all or substantially all of the Premises or this Lease, this Lease and the Lease Term shall terminate and expire on the date that title to the Premises vests in the condemning authority (the "Taking Date"). The Annual Rent and Additional Rent shall be apportioned as of the date of such termination. "Taking" as used in this Lease shall mean a taking, including, if applicable, an Impairment Taking, for any public or quasi-public use or purpose by any competent lawful power or authority by the exercise of the right of condemnation or eminent domain, or by agreement between Landlord, Tenant and those authorized to exercise such right.

18.2 If during the Lease Term, less than all of the Premises or this Lease shall be taken in any condemnation or eminent domain proceeding and such taking would have a material adverse effect on the operations of the Coliseum, then Tenant shall have a right, by Notice given to the other Party no later than thirty (30) calendar days after the Taking Date, to terminate this Lease; in which event the Lease shall terminate as of the date set forth in such Notice and the Parties shall thereafter have no further obligation or liability under this Lease other than for such obligations as are intended to survive the expiration or termination of this Lease. In the event that Tenant does not exercise its option to terminate, this Lease shall continue in full force and effect (except as to the portion of the Premises so taken as of the date of such taking) and Tenant shall continue to perform and observe all of the terms, covenants and conditions of this Lease on its part to be performed and observed with respect to the remaining Premises as though such taking had not occurred, and the Annual Rent shall be reduced by a percentage equal to the ratio that the value of the portion of the Premises, as applicable, which is subject to the Taking bears to the value of the whole of the Premises, as applicable, prior to the Taking. In any such event Tenant shall, at Tenant's sole cost and expense, without regard to any Award (as defined below), immediately take all steps, including without limitation making temporary repairs necessary to prevent injuries to persons, to protect the Premises and render the Premises safe in compliance with Legal Requirements and Insurance Requirements.

18.3 Upon a Taking of all or a portion of the Premises or this Lease, the rights of Landlord and Tenant in and to the condemnation award or compensation, the proceeds of any such sale, all damages (including, without limitation, impairment damages) accruing by reason of such taking, condemnation or eminent domain and interest thereon (collectively, the "Award"), shall be paid in the following order of priority made for such Taking, whether paid by damages, rent or otherwise:

(a) if such Taking does not result in the termination of this Lease, then Tenant shall restore with reasonable diligence the Coliseum to as nearly as practicable the same condition as it was prior to such Taking (or, if not so practicable, to as complete an architectural unit suitable for the intended use of the Coliseum as is then possible under the circumstances), but only to the extent that the entire Award shall cover the cost of such restoration and the balance of the Award, if any, shall be shared as between Landlord and Tenant based upon the ratio that the value of Tenant's leasehold estate in the affected portion of the Premises bears to the value of Landlord's estate as encumbered by this Lease in the affected portion of the Premises; and

(b) if this Lease is terminated as the result of such Taking, then the entire Award shall be shared between Landlord and Tenant in the same manner as provided for in Section 18.3(a).

Notwithstanding the foregoing, in the event that the County or any of its agencies, subdivisions or public benefit corporations is the condemning authority, Tenant shall be entitled to assert a claim for, and, subject to the rights of any Leasehold Lenders, receive an Award for the value of any unexpired term of this Lease.

18.4 If, at any time during the Lease Term, a Taking shall be for the temporary use of all or any part of the Premises or this Lease, except as set forth herein the Lease Term shall not be affected in any way and Tenant shall continue to pay the Annual Rent and Additional Rent herein provided to be paid by Tenant, except as hereinafter provided in this Section 18.4. If such Taking is for a period extending beyond the Lease Term and if any Award made for such use is made in a lump sum, such Award shall be apportioned between Landlord and Tenant as of the date of expiration of the Lease Term after deduction for any restoration-related expenses incurred by Tenant. In the event that the portion of such Award which is to compensate for verified restoration-related expenses is not specified, and the Parties are unable to agree upon the amount of such portion within thirty (30) days after possession of the Premises reverts to Tenant or Landlord, as the case may be, the dispute shall be submitted to arbitration in accordance with Article 33 hereof.

19. ASSIGNMENT AND SUBLETTING

19.1 Assignment and Subletting, Generally. This Article 19 shall describe the right, power and authority of the Tenant and Tenant's Qualifying Subtenants (hereinafter defined), by operation of law or otherwise, to sell, assign or transfer this Lease or the Premises in whole or in part, or sublet all or any part of the Premises, or otherwise turn over possession or control of the Premises or any part thereof to any third party (each, a "Transfer"). Notwithstanding the foregoing, any transfer or series of transfers of interest(s) in the Tenant entity (whether the same be stock, partnership or membership interest, or other interest) resulting in the Person who shall have Controlled (as defined herein) the Tenant entity immediately before such transfer ceasing to so Control such Tenant entity shall be deemed to be a Transfer. Notwithstanding anything in this Lease to the contrary and without limiting any other provision of this Lease, in no event may Tenant or any Person or other third party claiming by, through or under Tenant effectuate a Transfer of this Lease or the Premises, in whole or in part, to a Prohibited Person or for a Prohibited Use.

19.2 Subletting.

(a) Generally: Tenant may sublease, in whole or in part, the Premises, and may permit its Qualifying Subtenants to further sublease, in whole or in part, all or any portion of the Premises demised to such subtenants; provided, and without limiting any other provision of this Lease that (i) any and all subleases, sub-subleases and other agreements and arrangements creating a hold or other interest hereunder shall be subject and subordinate to all the terms and provisions of this Lease, including, without limitation, the provisions of this Lease requiring the Premises only be used in accordance with the uses permitted hereunder, (ii) any and all subleases, sub-subleases and other such agreements and arrangements shall expire concurrently with or before the expiration of the Lease Term, and (iii) neither Tenant nor any Tenant sublessee or other Person or party claiming by, through or under Tenant shall sublease the whole or any part of the Premises to a Prohibited Person, for a Prohibited Use, or in any other manner that is in violation of any applicable Legal Requirements or provisions of this Lease. If requested, Tenant shall promptly deliver to Landlord a rent roll of the Premises identifying each and every sublease and the name and address of the subtenant thereunder and to continually keep Landlord informed of current information for and with respect to all subleases, sub-subleases and all users and other occupants of any portion of the Premises such that Landlord at all times is in possession of full, complete and current information with respect thereto.

(b) Qualifying Subtenants: For purposes of this Article 19, "Qualifying Subtenants" are subtenants, sub-subtenants and other third-party occupants of the Premises (i) who are subletting, sub-subletting or otherwise using and occupying the Premises (or a portion thereof) for a Coliseum Use and (ii) the sublease, sub-sublease or other occupancy agreement is on "market" terms and conditions, comparable to those for comparable leases, subleases, sub-subleases or other occupancy agreements with comparable tenants, subtenants, sub-subtenants or other occupants for comparable space in southern, metropolitan New York State, and is for an initial term of not less than ten (10) years. Tenant agrees, for itself and on behalf of all of its sublessees and others claiming by, through or under Tenant, to within fifteen (15) Business Days of Landlord's request therefor, obtain from any and all Qualifying Subtenants an executed, a customary subordination, nondisturbance and attornment agreement for the benefit of Landlord, which agreement shall be on "market" terms and conditions for third-party agreements with creditworthy tenants and shall be in a commercially reasonable form and shall provide in substance, inter alia, that, at all times, provided the Qualifying Subtenant agrees to attorn to Landlord, so long as the Qualifying Subtenant is not in default under the terms of its sublease, sub-sublease or other occupancy agreement beyond any applicable notice and cure periods, (x) the Qualifying Subtenant shall not be named or joined as a defendant or party in any exercise of Landlord's right to remove such Qualifying Subtenant from the Premises, and (z) Landlord shall recognize the subtenant as its direct tenant of the Premises (or the applicable portion thereof) and the sublease as a direct lease between Landlord and the subtenant, provided that in no event shall Landlord be: (1) liable for any previous act or omission of Tenant under such sublease; (2) subject to any credit, offset, claim, counterclaim, demand or defense which such subtenant may have against Tenant, or responsible for any monies owing by Tenant to the subtenant; (3) bound by any previous prepayment of more than 1 month's sublease rent or any other funds, except only if and to the extent any such prepayment is actually received by Landlord; (4) bound by any covenant to undertake or complete any construction in the Premises or any part thereof; (5) required to account for any security deposit of the subtenant other than any security deposit actually received by Landlord from Tenant, or (6) required to remove any person occupying the Premises or any part thereof. Notwithstanding the foregoing or any other provision of this Lease

to the contrary, Tenant agrees to indemnify, defend and hold harmless Landlord and all Landlord Indemnitees from and against any and all losses, damages, injuries, recoveries, demands, suits, actions, proceedings and the like, as well as all other costs and expenses, including, without limitation, any and all reasonable attorneys' fees, arising from, related to or otherwise connected with any default under, breach of or other failure to perform under or in connection with this Lease by Tenant.

19.3 Assignments.

(a) Assignment Without Consent.

A. Provided that there is no uncured Event of Default, Tenant shall have the right upon prior written notice to Landlord (but without any requirement to obtain Landlord's consent) to assign this Lease in its entirety together with Tenant's leasehold estate in the Premises to a Permitted Assignee; *provided that*: (i) neither the assignee nor its direct or indirect parent or Affiliate is a Prohibited Person; (ii) the assignee assumes in a written instrument enforceable by Landlord all of the obligations of Tenant hereunder and otherwise in connection herewith arising from and after the date of such assignment; and (iii) unless the Major Assignee Criteria set forth below are met, (a) Tenant shall remain liable for all liabilities and other obligations of Tenant under or in connection with this Lease arising or that have otherwise accrued prior to the date of such assignment, and (b) any guarantor of Tenant's obligations hereunder, if any, shall remain liable per and in accordance with the provisions of its guaranty for all prior accrued liabilities and other obligations of Tenant and shall continue to guaranty the full, timely and faithful performance of the assignee Tenant pursuant to the terms of its guaranty. A "Major Assignee" is a Person (1) with a net worth of at least Five Hundred Million and 00/100 Dollars (\$500,000,000.00) that agrees in a written instrument enforceable by Landlord to, without limitation, be expressly liable to Landlord for all liabilities and obligations of Tenant under or in connection with this Lease arising or that have otherwise accrued prior to the date of such assignment, or (2) whose parent has a net worth of at least Five Hundred Million and 00/100 Dollars (\$500,000,000.00) and such parent agrees in a written instrument enforceable by Landlord to, without limitation, be expressly liable to Landlord for all liabilities and obligations of Tenant under or in connection with this Lease that have otherwise accrued prior to the date of such assignment (any assignee meeting one or both of the foregoing conditions (1) or (2) shall be deemed to have satisfied the "Major Assignee Criteria"). A "Permitted Assignee" shall mean (x) a Major Assignee, (y) a Tenant Affiliate (provide that any such assignment to such Tenant Affiliate does not result in a change in control of Tenant and provided further that such Tenant Affiliate satisfies the Major Assignee Criteria), and (z) a Person acquiring the direct or indirect ownership of all or substantially all of the assets or equity interests of Tenant whether through a merger, reorganization, sale or otherwise. If during the term of this Lease security interests in Tenant are listed and traded on a recognized United States securities exchange, such as the New York Stock Exchange or NASDAQ, this Lease is not intended to and expressly does not restrict transfers of such interests in Tenant on the open market (including pursuant to any direct or indirect merger, consolidation, assignment, transfer, conveyance or sale of equity interests in Tenant, whether in a single transaction or series of transactions, and including, without limitation, any such transaction effected through the issuance of additional equity interests in Tenant or any holder of equity interests in any such Person), and for the purposes of this Section, any such transaction shall not be deemed an assignment of this Lease. Further, nothing contained in this Lease shall restrict or prohibit sales on the open market of interests in Tenant (or any parent

entity of Tenant) if such interests are listed on a recognized United States or international securities exchange, such as the New York Stock Exchange or NASDAQ or the London Stock Exchange, and for the purposes of this Section, any such transaction shall not be deemed an assignment of this Lease. Any other transfer of equity interests in Tenant whatsoever, whether pursuant to a single transaction or series of transactions, resulting in any change of Control of the Tenant entity shall be deemed an assignment of this Lease for all purposes. For purposes of this Article 19, "Control" "Controlling," and "Controlled" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Tenant entity, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing or any other provision of this Lease to the contrary, any one (1) or more events or circumstances or series thereof, the collective result of which is a change of Control of Tenant, shall be deemed a Transfer of this Lease for all purposes. If pursuant to applicable Legal Requirements, Tenant is prohibited from providing Landlord with advance notice of a Transfer to a Permitted Assignee, Tenant shall provide Landlord with notice thereof promptly following the occurrence of such Transfer.

B. [Intentionally Omitted]

C. Subject to the terms hereof, foreclosure by either (x) leasehold mortgagee in respect of a Leasehold Mortgage or (y) a mezzanine lender in respect of Mezzanine Pledge shall be permitted without Landlord consent.

(b) Assignment with Consent.

A. Except only as expressly permitted pursuant to Section 19.2 and Section 19.3(a) above, Tenant will not effectuate a Transfer of this Lease or the Premises, in whole or in part; nor otherwise turn over possession or control of the Premises or any part thereof to any third party, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Landlord may, without limitation, withhold, condition or delay its consent if Landlord reasonably determines that (i) there exists an uncured Event of Default or other uncured failure to perform hereunder on the part of Tenant, (ii) the proposed assignee is a Prohibited Person, or (iii) Tenant fails to demonstrate that the proposed assignee has the financial ability and qualifications to perform Tenant's obligations under this Lease.

B. [Intentionally Omitted]

(c) Notwithstanding anything in this Lease to the contrary, a Transfer of this Lease or the Premises which is either to a Person who is a Prohibited Person at the time of such assignment or in violation of applicable Legal Requirements, any applicable law or any other provision of this Lease shall, at Landlord's option, be void ab initio.

19.4 Bankruptcy Assignment Provisions. Without limiting any of the provisions of Article 20 hereof, if pursuant to the Bankruptcy Code (or any similar law hereafter enacted having the same general purpose), Tenant is permitted to assign this Lease notwithstanding the restrictions contained in this Lease, adequate assurance of future performance by an assignee expressly permitted under such Code shall be deemed to mean the deposit of cash security in an amount

equal to the sum of one (1) year's Annual Rent plus an amount equal to the Additional Rent for the year preceding the year in which such assignment is intended to become effective, which deposit shall be held by Landlord for the balance of the Lease Term, without interest, as security for the full performance of any of Tenant's obligations under this Lease. If there exists an Event of Default by Tenant hereunder, Landlord may use, apply or retain the whole or any other sums as to which Tenant is in default or any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of Tenant's obligations under this Lease, including, without limitation, any damages or deficiency in the reletting of the Premises, whether such damages or deficiency accrue before or after summary proceedings or other re-entry by Landlord.

19.5 Concession Agreements. Notwithstanding anything herein to the contrary, all Concession Agreements (as hereinafter defined) permitted in this Section 19.5 shall at all times (a) be pursuant to terms consistent with arms-length transactions with parties who are not Prohibited Persons, (b) be for the purpose of concession sales only, and (c) shall specifically be for Coliseum Uses. Subject to the foregoing requirements and conditions, Tenant shall have the right to grant any and all such licenses, concessions and franchises to any party and to enter into any agreements or contracts with regard to the same (but not sublets except in accordance with the provisions of Section 19.2 of this Lease) (collectively, the "Concession Agreements"), and any and all Concession Agreements shall be subject and subordinate to this Lease, and shall have a term that expires prior to the expiration of the Lease Term. Tenant shall give Landlord a copy of all executed Concession Agreements within twenty (20) calendar days following the execution thereof.

20. EVENT OF DEFAULT AND CERTAIN REMEDIES OF LANDLORD

20.1 Each of the following events shall be an "Event of Default" hereunder by Tenant:

(a) (i) Tenant, while in possession of the Premises, shall file a voluntary petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state or shall voluntarily take advantage of any such law or act by answer or otherwise or shall be dissolved or shall make an assignment for the benefit of creditors or (ii) involuntary proceedings under any such bankruptcy law or insolvency act shall be instituted against Tenant and such proceedings are not stayed or dismissed within one hundred twenty (120) days after the date of the filing of the petition, and in each instance, Tenant, or a trustee or custodian appointed for all or a substantial portion of Tenant's property pursuant to the provisions of any insolvency, bankruptcy, reorganization or other law then in effect, shall fail within the time provided by law or an order of a court having competent jurisdiction, to provide Landlord with adequate protection as that term is currently used in 11 U.S.C. 361, and specifically the "indubitable equivalent" of Landlord's interest in the Premises as currently provided in 11 U.S.C. 361(3). If a petition shall be filed by or against Tenant in any bankruptcy, reorganization, composition, arrangement or insolvency proceeding pursuant to the provisions of the present Bankruptcy Code or any subsequent Act similar thereto or amending same, demand shall be deemed automatically made for relief from the imposition of the automatic stay presently imposed by 11 U.S.C. 362 or such later or similar section or provision as shall be in effect imposing said stay. This provision shall be deemed the request of Landlord for a hearing to be held with regard to the modification, termination or lifting of said stay and shall be deemed effective as of the date of filing of said petition or by or against Tenant.

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(b) If Tenant shall fail to pay Landlord any installment of Annual Rent or Additional Rent required herein as and when the same shall become due and payable and such failure continues uncured for fifteen (15) calendar days after Notice from Landlord to Tenant thereof stating that failure of Tenant to cure the failure within such period shall allow Landlord to terminate the Lease and/or exercise other Landlord remedies.

(c) If Tenant shall fail to maintain the insurance required under Section 8.5(b) or Article 16 and such failure shall continue uncured for a period of ten (10) calendar days after Notice.

(d) If Tenant assigns this Lease or subleases the Premises in violation of Article 19 hereof and such default shall continue uncured for a period of twenty (20) calendar days after Notice.

(e) If Tenant shall fail to substantially perform or comply with any of the other material agreements, terms, covenants or conditions hereof on Tenant's part to be performed, and such non-performance or non-compliance shall continue uncured for a period of thirty (30) days after Notice thereof or, if specific Sections of this Lease provide for a different time period within which Tenant must perform or comply with its obligations hereunder, such failure continues for such specified period or, if such performance cannot reasonably be had within such thirty (30) day or such specified period, Tenant shall not in good faith have commenced such performance within such thirty (30) day period or such specified period and shall not diligently proceed therewith to completion in each instance.

20.2 During any such Event of Default:

(a) Landlord shall have the right to terminate this Lease, and all of Tenant's right, title and interest hereunder, by giving Tenant thirty (30) days' Notice of termination (which Notice shall not in any way be deemed to be a grant or extension of any grace period), and this Lease and the Lease Term and estate of Tenant hereunder, shall expire on the date fixed in such Notice of termination, except as to Tenant's liability, as if the date of termination fixed in the Notice of termination were the end of the Lease Term;

(b) If this Lease shall be terminated as provided in Section 20.2(a) hereof, all of the right, title, estate and interest of Tenant (a) in and to the Premises, including without limitation any Work thereto, (b) in and to all rents, income, receipts, revenues, issues and profits issuing from the Premises or any part thereof, then accrued, (c) in and to all insurance policies and all Insurance Proceeds, (d) in any condemnation Award(s), and (e) in the then entire undisbursed balance of any funds held by Landlord or the Depositary for the purposes of Casualty Repairs or restorations, shall all automatically pass to and vest in and belong to Landlord without further action on the part of any party free of any claim thereto by Tenant;

(c) Landlord at its option may, but shall not be obligated to, make any payment required of Tenant or comply with any agreement, term, covenant or condition, required hereby to be performed by Tenant. Subject to the rights of subtenants, Landlord may enter the Premises for the purpose of correcting or remedying any such Event of Default by Tenant provided that Landlord shall use reasonable efforts to minimize interference with the operation of the

Premises and any interference with other permitted occupants. Such performance by Landlord shall not be deemed to waive or release Tenant's default or the right of Landlord to take any action provided herein in the case of such default, and any cost, expense or expenditure incurred by Landlord in connection therewith together with interest thereon at the Interest Rate shall be deemed Additional Rent, payable on demand; and

(d) If this Lease is cancelled or terminated either by operation of law, by issuance of a dispossessory warrant, by service of a Notice of cancellation or termination as herein provided or otherwise, or if an Event of Default shall occur and be continuing, then and in such event Landlord may re-enter and repossess the Premises, using such force for that purpose as may be necessary without being liable to prosecution therefor. The word "re-enter" as used herein is not restricted to its technical legal meaning. If Landlord shall so re-enter, Landlord may repair and alter the Premises in such manner as to Landlord may seem necessary or advisable, and let or relet the Premises or any parts thereof for the whole or any part of the remainder of the Lease Term or for a longer period, in Landlord's name or as the agent of Tenant, and Tenant nevertheless shall remain liable to Landlord for the payment of Rent, reduced by the amounts, if any, received by Landlord from reletting the Premises (net of actual out-of-pocket third party costs and reletting expenses incurred by Landlord) during what would have been the balance of the Lease Term had this Lease and the Lease Term not been terminated due to Tenant's default. Such Rent, if any, shall be payable in the same manner as Rent payable by Tenant hereunder during the period which would have been the balance of the Lease Term but for termination due to Tenant's Event of Default. Landlord shall have no obligation to mitigate its damages in the event of a default by Tenant hereunder.

20.3 Tenant hereby expressly waives service of any Notice of intention to re-enter upon an Event of Default. From and during the continuance of an Event of Default, Tenant hereby waives any and all rights to recover or regain possession of the Premises or to reinstate or to redeem this Lease or other right of redemption as permitted or provided by any statute, law or decision now or hereafter in force and effect.

20.4 Should any sums collected by Landlord after the payments referred to in Section 20.2 hereof be insufficient to fully pay to Landlord a sum equal to all Annual Rent and Additional Rent reserved herein after an Event of Default, the balance or deficiency for each month shall be paid by Tenant to Landlord on the first day of the next succeeding month, and Tenant shall be and remain liable for any such deficiency, and Landlord shall be entitled to retain any surplus. Tenant hereby expressly waives any defense that might be predicated upon the issuance of a dispossessory warrant or other cancellation or termination of this Lease.

20.5 If Landlord shall have the right to hold Tenant liable as provided in Sections 20.2 and 20.3 hereof, Landlord shall have the option, in lieu thereof, forthwith to recover against Tenant damages for loss of the bargain and not as a penalty, in addition to any other damages becoming due under this Article 20, an aggregate sum which, at the time of termination of this Lease or of recovery of possession of the Premises by Landlord, as the case may be, represents the then present worth of the excess, if any, discounted at the Interest Rate plus five percent (5%), of the aggregate of the Annual Rent and Additional Rent payable by Tenant hereunder that would have accrued for the balance of the Lease Term over the then aggregate rental value of the Premises; such rental value to be computed on the basis of a Tenant paying not only an Annual Rent to Landlord for the

use and occupation of the Premises, but also such Additional Rent as is required to be paid by Tenant under the terms of this Lease for the balance of the Lease Term.

20.6 Suit or suits for the recovery of any deficiency or damages, or for a sum equal to any installment or installments of Annual Rent and Additional Rent reserved herein, may be brought by Landlord from time to time at Landlord's election. Nothing herein contained shall be deemed to require Landlord to delay any such suit or suits until the date when the Lease Term would have expired had there been no Event of Default by Tenant and no cancellation or termination of this Lease by Landlord.

20.7 Nothing in this Article 20 shall limit or prejudice the right of Landlord to prove and obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or dissolution proceeding an amount equal to the maximum allowed by any statute or rule of law governing such proceeding and in effect at the time when such damages are to be proved, whether or not such amount shall be greater, equal to or less than the amount of the damages referenced above.

20.8 Each and every covenant contained in this Article 20 shall be deemed separate and independent and not dependent upon other provisions of this Lease, and the performance of any such covenant shall not be considered to be rent or other payment for the use of the Premises. The damages for failure to perform the same shall be deemed in addition to and separate and independent of the damages accruing by reason of the breach of any other covenant contained in this Lease.

20.9 If an Event of Default shall be existing under this Lease, Landlord shall have the right of injunction to restrain the same and the right to invoke any remedy allowed by law or in equity, as if specific remedies, indemnity or reimbursement were not herein provided. The provision in this Lease for any remedy shall not preclude Landlord from any other remedy at law or in equity. The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others herein or by law or equity provided.

20.10 No receipt of monies by Landlord from Tenant or any third party after the expiration, cancellation or termination hereof shall reinstate, continue or extend the Lease Term, or affect any Notice theretofore given to Tenant or operate as a waiver of the right of Landlord to enforce the payment of Annual Rent and Additional Rent reserved herein or to recover possession of the Premises by proper suit, action, proceedings or other remedy; it being agreed that, after the service of Notice to cancel or terminate this Lease as herein provided and the expiration of the time therein specified, after the commencement of any suit, action, proceedings or other remedy, or after a final order or judgment for possession of the Premises, Landlord may demand, receive and collect any monies due, or thereafter coming due, without in any manner affecting such Notice, suit, action, proceedings, order or judgment; and any and all such monies so collected shall be deemed to be payments on account of the use and occupation of the Premises, or at the election of Landlord, on account of Tenant's liability hereunder.

20.11 So long as Landlord hereunder is the County, no action or special proceeding shall lie or be prosecuted or maintained against Landlord upon any claims arising out of or in connection with this Lease unless:

(a) At least thirty (30) days prior to seeking relief, Tenant shall have presented the demand or claim(s) upon which such action or special proceeding is based by Notice to Landlord for adjustment and Landlord shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Tenant shall send or deliver copies of the documents presented to Landlord under this Section to the County Attorney (at the address specified in Article 29 for Landlord) on the same day that documents are sent or delivered to Landlord. The complaint or necessary moving papers of Tenant shall allege that the above-described actions and inactions preceded Tenant's action or special proceeding against Landlord; and

(b) Such action or special proceeding is commenced within the earlier of (i) one (1) year after the first to occur of (a) final payment under or the termination of this Lease, and (b) the accrual of the cause of action, and (ii) the time specified in any other provision of this Lease.

Nothing set forth in this Section 20.11 shall prevent Tenant from at any time interposing any of the foregoing claims as a defense or counterclaim in any action brought by Landlord after the expiration of the time period otherwise provided above for a claim.

21. SECURITY FOR PERFORMANCE OF TENANT'S OBLIGATIONS

21.1 The Parties acknowledge and agree that, prior to the Lease Effective Date, as security for the performance of its obligations under this Lease, Tenant deposited with Landlord Five Million Dollars (\$5,000,000) as security deposit for Tenant's full, faithful and timely performance of Tenant's obligations hereunder (the "Security Deposit"). If (i) Tenant fails to pay rent or any portion thereof or any other charge(s) due hereunder, or (ii) is otherwise in an event of uncured breach or default with respect to any provision of this Lease beyond the applicable cure period, if any, then Landlord may (but is not obligated to) use, apply or retain all or any portion of the Security Deposit towards the same; pay any other sum to which Landlord may become obligated by reason thereof; compensate itself for any loss, damage or injury which Landlord may suffer thereby; or otherwise apply all or any portion of the same to other costs and expenses incurred by Landlord not inconsistent with the provisions of this Lease. If Landlord so uses or applies all or any portion of the Security Deposit, Tenant shall within ten (10) calendar days after written demand therefor deposit cash with Landlord in an amount sufficient to restore said deposit to at least the amount originally required hereunder. If Tenant timely, fully and faithfully performs all of Tenant's obligations hereunder, the Security Deposit or so much thereof then remaining shall be returned, without payment of interest or other increment for its use, to Tenant upon the expiration of the Lease Term and, in all events, only after Tenant has vacated the Premises and turned over possession of the same to Landlord in accordance with the provisions of this Lease. No trust or other relationship is created herein between Landlord and Tenant with respect to said Security Deposit, and Landlord shall not be required to keep the Security Deposit separate from its general or other accounts or otherwise to account to Tenant with respect thereto at any time. Landlord may increase the Security Deposit at times and from time to time during the Term hereof

in accordance with the CPI Index, although no more frequently than once every five (5) Lease Years, and Tenant agrees to deposit the amount of the increase with Landlord within thirty (30) calendar days of Landlord's notice setting forth the increased Security Deposit amount.

22. SURRENDER

22.1 Tenant shall on the last day of the Lease Term or on the sooner termination of this Lease peaceably and quietly surrender and yield up to Landlord the entire Premises including any Work, free and clear of all letting, subleases, occupancies, security agreements, liens or encumbrances (excepting only those which Landlord has specifically consented to remain in effect following the expiration of the Lease Term) in good order and condition, reasonable wear and tear excepted, and subject to the provisions of Articles 17 and 18 hereof.

22.2 On the last day of the Lease Term or on the date of the sooner termination of this Lease, provided no Event of Default by Tenant then exists, Tenant shall have the right to remove its movable personal property (but excluding the personal property of Landlord leased to Tenant pursuant to this Lease) and trade fixtures provided Tenant repairs any damage to the Premises resulting from the removal of same. Any property not removed by Tenant prior to the expiration of the Lease Term shall be deemed abandoned and may be appropriated, sold, destroyed or otherwise disposed of by Landlord without Notice to Tenant and without obligation to account therefor and Tenant shall pay to Landlord upon demand all costs and actual out-of-pocket third party costs and expenses incurred by Landlord in removing, storing or disposing of same and in restoring the Premises.

22.3 If any subtenant of Tenant or anyone holding by, through, or under Tenant should fail to surrender possession of the Premises or any part thereof at the expiration or earlier termination of the Lease Term, the same shall constitute a "holding over" by Tenant.

22.4 Tenant agrees it shall indemnify and save Landlord harmless against all costs, claims, loss or liability resulting from delay by Tenant in surrendering the Premises upon expiration or sooner termination of the Lease Term, including, without limitation, any claims made by any succeeding tenant founded on such delay, but excluding any delays arising from the gross negligence or willful misconduct of Landlord. The Parties recognize and agree that the damage to Landlord resulting from any failure by Tenant timely to surrender the Premises will be substantial, will exceed the amount of monthly Annual Rent and Additional Rent theretofore payable hereunder, and will be impossible of accurate measurement. Tenant therefore agrees that if possession of the Premises is not surrendered to Landlord within two (2) days after the date of the expiration or sooner termination of the Lease Term, then Tenant will pay Landlord as liquidated damages (i) for each of the first two (2) months during which Tenant holds over in the Premises after expiration or sooner termination of the Lease Term, a sum equal to one and one-half (1 1/2) times the average Annual Rent and Additional Rent which was payable per month (prorated from the quarterly payment) under this Lease during the six (6) month period preceding such expiration or termination of the Lease Term, and (ii) for the period thereafter during which Tenant holds over in the Premises after expiration or sooner termination of the Lease Term, a sum per month equal to two and one-half (2 1/2) times the average Annual Rent and Additional Rent which was payable per month (prorated from the quarterly payment) under this Lease during the six (6) month period preceding such expiration or termination of the Lease Term.

22.5 Tenant's obligations under this Article 22 shall survive the expiration or earlier termination of this Lease.

23. NO WAIVER

23.1 One or more waivers of any covenant or condition by either Party shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Landlord to, or of, any act by Tenant requiring Landlord's consent or approval shall not be construed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord.

23.2 The receipt by Landlord of Annual Rent or Additional Rent due hereunder with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No receipt of money by Landlord from Tenant or a person acting on behalf of Tenant after the cancellation or termination hereof shall (a) reinstate, continue or extend the Lease Term, (b) affect any Notice theretofore given to Tenant, (c) operate as a waiver of a right of Landlord to enforce payment of Annual Rent or Additional Rent due or thereafter falling due or (d) operate as a waiver of the right of Landlord to recover possession of the Premises. Landlord may accept such money without prejudice to Landlord's right to recover the balance or pursue any other remedy in this Lease or provided at law or in equity.

23.3 No payment by Tenant or receipt by Landlord of a lesser amount than the Annual Rent or Additional Rent due hereunder shall be deemed to be other than on account of the earliest stipulated Annual Rent or Additional Rent. No endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord and satisfaction and Landlord in either instance may accept such check or payment without prejudice to Landlord's right to recover the balance of such Annual Rent or Additional Rent or pursue any other remedy in this Lease or at law or equity provided. Receipt by Landlord of Annual Rent or Additional Rent due hereunder from any third party shall be without prejudice and shall not constitute a waiver by Landlord of the provisions of Article 23 hereof or operate as a consent to any purported sale, assignment, mortgage, sublease or other transfer of this Lease, as a waiver of any breach by Tenant or as a release of Tenant from its obligations hereunder.

24. QUIET ENJOYMENT

24.1 Landlord covenants and agrees that as long as this Lease is in full force and effect, Tenant shall peaceably and quietly enjoy the Premises without disturbance by or from Landlord, subject, however, to the terms and conditions of this Lease and the Permitted Encumbrances. This covenant shall be construed as running with the Land to and against subsequent owners of the Land and successors in interest and is not, nor shall it operate or be construed as a personal covenant by Landlord, except as to Landlord's interest in the Land so long as such interest continues. Thereafter it shall be deemed to be a covenant binding upon the successors in interest of Landlord to the extent of their interest as and when they shall acquire the same and so long as they may remain such successors in interest.

25. SHORING, EXCAVATION OF ADJOINING PROPERTY, ENCROACHMENTS

25.1 If an excavation shall be made or authorized to be made for building or other purposes, upon land or streets adjacent to the Premises, Tenant shall afford to the person or persons causing such excavation a license, at their expense including reimbursement of costs reasonably incurred by Tenant, to enter upon the Premises for the purpose of doing such work as shall reasonably be necessary to protect or preserve the Premises from injury or damage and to support the same by proper shoring; provided that Tenant may impose such conditions, ground rules and security requirements as Tenant reasonably deems necessary or desirable in order to minimize interference with the occupants of and invitees from time to time at the Premises. Landlord shall not be liable for any inconvenience, annoyance, disturbance, loss of business or other damage arising therefrom and Tenant's obligations hereunder shall not thereby be affected. Nothing contained in this Article 25 shall be construed as a waiver of any rights of Tenant against persons other than Landlord.

25.2 If any adjoining building or structure encroaches or shall at any time encroach upon the Premises, no claim or demand or objection of any kind shall be made by Tenant against Landlord by reason of any such encroachment (unless such encroachment shall have been caused or approved by Landlord without Tenant's consent) and no claim for abatement of Annual Rent or Additional Rent which may become due under this Lease shall be made by reason of any such encroachment or acts of or in connection with the removal thereof, and the rights, liabilities and obligations of the Parties shall be the same as if there were no such encroachment. In any legal proceedings relating thereto the Premises may properly and without prejudice be described according to the description herein contained without reference to any such encroachments. Landlord agrees to cooperate with Tenant in any proceedings brought by Tenant to remove any such encroachments, provided that the same shall be without cost, liability or expense to Landlord.

26. ENVIRONMENTAL PROVISIONS

26.1 Definitions. For purposes of this Lease:

(a) "Claim" means any and all suits, claims; allegations; actions; causes of action; demands; complaints; orders; directives; settlements; judgments; notices of non-compliance, violation, liability or potential liability; investigations; or proceedings.

(b) "Environment" means any indoor or outdoor environmental media including, without limitation, soils (surface and subsurface), geologic strata and formations, navigable waters, streams, rivers, bays, ponds, impoundments, estuaries, ocean waters, surface waters, occasional or perched water, sediments, subsurface strata, groundwater, land surfaces, marshes and other wetlands and ambient air.

(c) "Environmental Claims" means any and all Claims by, or on behalf of, any Governmental Authority or Person alleging potential liability or action needed (including potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, medical monitoring or administrative, civil or criminal fines and penalties) arising out of, based on or resulting from, in part or in whole: (i) exposure to any Hazardous Substance, (ii) any violation, or

alleged violation, of any Environmental Law or any environmental permit, or (iii) any Environmental Condition or threatened Release of Hazardous Substances.

(d) "Environmental Condition" means the presence of Hazardous Substances in the Environment, or the Release of Hazardous Substances into the Environment, including the migration or movement of Hazardous Substances in or through the Environment.

(e) "Environmental Law" means the applicable Federal, state, foreign, provincial, regional, county, municipal, and local statutes, laws, regulations, orders, injunctions, codes, judgments, ordinances or rules, or any directive, ruling or decree having the force and effect of law, of a Governmental Authority, and the applicable common law, relating to pollution or protection of human health with respect to exposure to Hazardous Substances, protection of the Environment, protection of natural resources, fauna and flora, protection of worker health and safety with respect to exposure to Hazardous Substances, or relating to the use, recycling, handling, treatment, removal, storage, transportation, disposal, emission, discharge, injection, Release or threatened Release of, or exposure to, any Hazardous Substances, including, without limiting the generality of the foregoing, the following: the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6901, et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601, et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. § 11001, et seq.; the Oil Pollution Act of 1990, 33 U.S.C. § 2701, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136, et seq.; the Endangered Species Act of 1973, 16 U.S.C. § 1531, et seq.; the National Environmental Policy Act of 1969 (42 U.S.C. § 4321 et seq.); the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Federal Safe Drinking Water Act, 42 U.S.C. § 300f, et seq.; the New York State Environmental Conservation Law, Chapter 43B, Consolidated Laws of New York; the New York State Navigation Law, Article 12, §§170-204; and to the extent relating to employee exposure to contaminants, the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.

(f) "Existing Environmental Conditions" means all Environmental Conditions on, above, under or in the Premises as of or before the Lease Effective Date.

(g) "Hazardous Substance" means any material, chemical, compound, substance, mixture or by-product, whether solid, liquid or gaseous, that is identified, listed, defined, designated, restricted, prohibited or otherwise regulated as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "hazardous air pollutants," "toxic substances," "dangerous or toxic substances," "contaminants," "pollutants," "toxic pollutants," "chemical or solid wastes," "universal wastes" or "special wastes," or defined by words of similar meaning and regulatory effect pursuant to or under any applicable Environmental Law; or that include, are or contain, without limitation, flammable or explosive materials, radon, nuclear or radioactive materials, pesticides, per- and polyfluoroalkyl substances, insecticides,

fungicides, or rodenticides, biohazardous materials or waste, polychlorinated biphenyls, lead paint, urea formaldehyde foam insulation, petroleum or other petroleum hydrocarbons, natural or synthetic gas, asbestos, silica, or any other chemicals, materials, substances, pollutants or contaminants regulated under any applicable Environmental Law by reason of properties that are deleterious to the environment, natural resources, worker health and safety, or public health and safety.

(h) "Landlord Environmental Parties" has the meaning set forth in Section 26.2(c).

(i) "Landlord-Responsibility Environmental Conditions" has the meaning set forth in Section 26.4(b).

(j) "Release" means any release, spill, emission, discharge, leaking, pumping, pouring, emitting, emptying, injection, deposit, discharge, disposal, dispersal, dumping, escaping, leaching or migration of any Hazardous Substances into the Environment or into or out of any property, including the movement of Hazardous Substances through or in the air, soil, surface water, groundwater or property and the abandonment of any barrels, containers, or other closed receptacles containing Hazardous Substances.

(k) "Tenant Environmental Parties" has the meaning set forth in Section 26.2(a).

(l) "Tenant-Responsibility Environmental Conditions" has the meaning set forth in Section 26.4(b).

26.2 Tenant's Obligations.

(a) Tenant will and will use commercially reasonable efforts to ensure that all of its contractors, subcontractors, sublessees, licensees, other Persons contracting with Tenant to operate at the Premises, and invitees of the foregoing and all other persons, parties, individuals and entities occupying any portion of the Premises at any time during any portion of the Term (such Persons other than Tenant and Landlord Environmental Parties, "Tenant Environmental Parties") will comply in all material respects with all applicable Environmental Laws, which shall include, without limitation, obtaining, maintaining and complying with all permits, approvals and licenses required in connection with any construction, modification, alteration, renovation, maintenance or operation undertaken by Tenant or any Tenant Environmental Parties.

(b) Tenant will not, and will use commercially reasonable efforts to ensure that all Tenant Environmental Parties will not, Release or threaten the release of Hazardous Substances at, on, under or from the Premises, except in material compliance with all applicable Environmental Laws.

(c) In the event that Tenant or a Tenant Environmental Party causes a Release of any Hazardous Substances during the Term or if such a Release otherwise occurs with respect to any portion of the Premises at any time during the Term (except to the extent caused during the Term by Landlord or agents, representatives, contractors, subcontractors

or invitees of Landlord other than Tenant or a Tenant Environmental Party during the Term (such Persons other than Landlord, "Landlord Environmental Parties"), Tenant shall be responsible for ensuring that either it or the responsible Tenant Environmental Party makes any and all reports as required by applicable Environmental Law and shall promptly provide written notice to Landlord of such Release. Tenant shall be responsible for the investigation and remediation of all such Releases during the Term and shall bear all costs and expenses in any way related thereto. Such investigation and remediation shall be conducted in accordance with applicable Environmental Law. Notwithstanding anything to the contrary in this Lease, Tenant's obligation to remediate the Premises shall take into account the uses and intended uses of the Premises and to the extent that a remediation consistent with the uses and intended uses of the Premises and applicable Environmental Law allows for the use of institutional or engineering controls, Tenant shall implement such institutional or engineering controls with respect to such remediation. Landlord agrees that it shall reasonably cooperate with Tenant with respect to such remediation and Tenant's implementation of institutional or engineering controls, if required, all at Tenant's sole cost and expense. If a Release of Hazardous Substances is caused during the Term by Landlord or a Landlord Environmental Party, Landlord shall be responsible for ensuring that either it or the responsible Landlord Environmental Party makes any and all reports as required by applicable Environmental Law and shall promptly provide written notice to Tenant of such Release.

26.3 Reporting of Existing Environmental Conditions. In the event that Tenant or any Tenant Environmental Party discovers any Existing Environmental Conditions that (i) require reporting to Governmental Authorities pursuant to applicable Environmental Law or (ii) will need to be managed, abated, investigated, or remediated as a result of any construction, renovation, repair, maintenance or operation at the Premises or for any other reason, Tenant shall promptly notify Landlord of such conditions. Tenant shall also notify Landlord of any and all other material Environmental Conditions discovered at, about or in connection with the Premises at any time during the Term hereof. If Tenant or such Tenant Environmental Party has a legal obligation to submit a report to Governmental Authorities of such Existing Environmental Conditions, Tenant shall submit the report, or make commercially reasonable efforts to ensure that the appropriate Tenant Environmental Party submits such report; if Landlord or a Landlord Environmental Party has a legal obligation to submit a report, such reporting obligation shall be the responsibility of Landlord, or make commercially reasonable efforts to ensure that the appropriate Landlord Environmental Party submits such report. Notwithstanding the foregoing, if the Person responsible for submitting such report (either Tenant or a Tenant Environmental Party, or Landlord or a Landlord Environmental Party, as the case may be) fails to submit such report to the appropriate Governmental Authority, the other Party may submit such report after first notifying the responsible Party of its intent to submit such report and providing the responsible party with the opportunity, not to exceed five (5) Business Days, to submit such report to the Governmental Authority.

26.4 Site Investigations; Control of Investigation and Remediation.

(a) Tenant shall have the right to undertake investigations at the Premises, including sampling of environmental media, building materials and equipment, in its sole discretion, in connection with the construction, modification, alteration, renovation,

maintenance or operation of the Premises or the financing of such activities, and except as provided herein, Tenant agrees to solely bear all costs and expenses related to any of the same.

(b) Tenant shall control any investigation, remediation, management, handling, abatement or disposal of Environmental Conditions at the Premises, including the excavation, characterization, management and disposal of Hazardous Substances or environmental media containing Hazardous Substances, provided the same do not relate to Landlord-Responsibility Environmental Conditions ("Tenant-Responsibility Environmental Conditions"). Landlord shall control any investigation, remediation, management, handling, abatement or disposal of Environmental Conditions at the Premises caused by the actions or omissions of Landlord or any Landlord Environmental Party during the Term ("Landlord-Responsibility Environmental Conditions"). Tenant shall be responsible for any costs it incurs with respect to addressing Tenant-Responsibility Environmental Conditions, including but not limited to remediation and disposal, and Landlord shall be responsible for any costs it incurs with respect to addressing Landlord-Responsibility Environmental Conditions, including but not limited to remediation and disposal. The Party responsible for conducting such investigation and remediation shall do so in accordance with applicable Environmental Law. Notwithstanding anything to the contrary in this Lease, no matter which Party is responsible for the remediation of the Premises as set forth herein, such Party shall take into account the uses and intended uses of the Premises and to the extent that a remediation consistent with the uses and intended uses of the Premises and applicable Environmental Law allows for the use of institutional or engineering controls, Tenant or Landlord shall have the right, but not the obligation, to implement a remediation that relies on such institutional or engineering controls, provided, that any remedial approach undertaken by Tenant or Landlord (whether or not such approach uses institutional or engineering controls as part of the remedy) shall be conducted to minimize disruption, to the extent reasonably feasible, with the uses and intended uses of the Premises, both during and as a result of the implementation of such remedy. Landlord or Tenant, as the case may be, shall reasonably cooperate with the Party conducting the remediation, including to the extent necessary executing any deeds or other documents to implement the selected remediation, including without limitation executing deed restrictions relating to the use of and operations at the Premises that are consistent with the terms of this Section 26.4(b). The Party conducting the investigation and remediation shall keep the other Party reasonably informed with respect to such work, including promptly providing copies of any reports, studies, analyses, and data relating to the work and material correspondence with Governmental Authorities relating to such work. Landlord shall execute waste manifests required in connection with the disposal of any Hazardous Substances, or environmental media containing Hazardous Substances, that constitute Landlord-Responsibility Environmental Conditions, and Tenant shall execute waste manifests required in connection with the disposal of any Hazardous Substances, or environmental media containing Hazardous Substances, that constitute Tenant-Responsibility Environmental Conditions.

26.5 Indemnification by Tenant. Tenant shall release, defend, indemnify and hold harmless Landlord Indemnitees from and against any claims, expenses, costs, damages, losses and liabilities (including, without limitation, reasonable attorneys' fees and expenses, but

excluding any internal legal costs, including, but not limited to, the time of in-house counsel) (collectively, "Losses") incurred by Landlord arising from or in connection with:

(a) any breach by Tenant or Tenant Environmental Parties of their covenants in this Section 26; and

(b) any Environmental Claims or Losses to the extent related to the Release or threatened Release of any Hazardous Substances except as to Landlord-Responsibility Environmental Conditions.

26.6 Indemnification by Landlord. Landlord shall release, defend, indemnify and hold harmless Tenant from any Losses incurred by Tenant:

(a) arising from or in connection with any breach by Landlord of its covenants in this Section 26; and

(b) for any Environmental Claims or Losses related to the Release or threatened Release of any Hazardous Substance by Landlord or any Landlord Environmental Parties at any time during the Term hereof that constitute Landlord Responsibility Environmental Conditions.

27. WAIVER; NO COUNTERCLAIMS

27.1 Landlord and Tenant hereby waive trial by jury in any action or proceeding on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, and Tenant's use or occupancy of the Premises. Regardless of the nature or ground of any summary proceeding or other action brought by Landlord to recover possession of the Premises, Tenant will not interpose any counterclaim of any nature whatsoever except for any counterclaims that are mandatory in nature or any counterclaims which, if not raised, would be deemed waived. Nothing herein contained shall be deemed to prohibit Tenant from bringing a separate action against Landlord on account of any claim which Tenant may have against Landlord; provided, however, that Tenant shall not in the prosecution of any such claim make a motion or otherwise request any court in which such claim is sought to be asserted to join any such claim and any proceeding instituted by Landlord to recover possession of the Premises or seek to have any such proceeding instituted by Landlord and any action or proceeding commenced by Tenant to be tried simultaneously.

28. ESTOPPEL CERTIFICATES

28.1 Tenant and Landlord shall at any time and from time to time, upon not less than ten (10) Business Days prior request by the other Party, execute, acknowledge and deliver to the requesting Party a written certificate certifying:

(a) that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications); and

(b) the dates to which the Annual Rent and Additional Rent have been paid in advance, if any; and

(c) whether there is any Notice of existing default or Event of Default under this Lease and, if so, specifying each such default; and

(d) to the best of such Party's knowledge without investigation, whether any event has occurred or failed to occur which, with the passage of time or the giving of Notice, or both, would constitute such an Event of Default and, if so, specifying each such event.

28.2 It is intended that any certificate delivered pursuant to Section 28.1 hereof may be relied upon by any prospective purchaser, subtenant and/or lender, and the prospective successors and assignees thereof.

29. NOTICES

29.1 Any Notice or communication which either Party is required to give to the other shall be in writing, shall make specific reference to the Section of this Lease to which such Notice is applicable, shall set forth the time period (if any) set forth in this Lease for response by the Party being notified and shall be given in the manner set forth herein and addressed as set forth herein (the foregoing, a "Notice"). Any Notice shall be given by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier addressed to the other at the address below set forth or to such other address as either Party may from time to time direct by Notice to the other Party, and such Notice shall be deemed to have been given (a) three (3) Business Days after mailed by registered or certified mail in a properly addressed, sealed and postage prepaid wrapper or (b) one (1) Business Day after delivery to a nationally recognized overnight courier:

to Landlord at:

County of Nassau
1550 Franklin Avenue
Mineola, New York 11501
Attention: County Executive

with copies to:

Nassau County Attorney's Office
One West Street
Mineola, New York 11501
Attention: County Attorney

and to:

West Group Law, PLLC
81 Main Street, Suite 510
White Plains, New York 10601

Attention: Josh J. Meyer, Esq.

to Tenant at:

LVS NY HOLDCO 2, LLC
5500 Haven Street
Las Vegas, Nevada 89119
Attention: Zac Hudson

LVS NY HOLDCO 2, LLC
5500 Haven Street
Las Vegas, Nevada 89119
Attention: Robert Cilento

with copies to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
395 9th Avenue
New York, New York 10001
Attention: Audrey L. Sokoloff
Nesa R. Amamoo

30. BROKER

30.1 Landlord and Tenant each represent to the other that it has dealt with no broker or person, licensed or otherwise, in connection with this Lease. If any claim is made for brokerage commissions with respect to the Premises as a result of alleged acts or actions of either Landlord or Tenant, the Party whose actions are alleged to have resulted in any broker's or finder's fee being due shall indemnify and hold harmless the other Party, its successors and assigns, from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, proceedings, or expenses of any kind or of any nature whatsoever incurred by the indemnified party, including, without limitation, actual out-of-pocket third party reasonable attorneys' fees and costs (whether incurred in a third party action or in an action brought by the indemnified party against the indemnifying party to enforce its rights under this Section 30.1).

30.2 The provisions of this Article 30 shall survive the termination or expiration of this Lease.

31. INDEMNIFICATION BY TENANT

31.1 Tenant will protect, indemnify and save Landlord Indemnitees harmless from and shall defend Landlord Indemnitees (except to the extent caused by Landlord's gross negligence, which shall be deemed to exclude negligence implied by law due to the fact that Landlord is the fee owner of the Premises, or Landlord's willful misconduct, or Landlord's breach of this Lease, or arising from Landlord's policing activities under Section 15.6), against all liabilities, obligations, claims, damages, penalties, causes of action, actual out-of-pocket third

party costs and expenses of any kind or of any nature whatsoever imposed upon, incurred by or asserted against any Landlord Indemnitee, including, without limitation, reasonable attorneys' fees and costs (whether incurred in a third party action or in an action brought by Landlord against Tenant to enforce its rights under this Section 31.1), by reason of any of the following occurring from and after the date that Tenant is given possession of the Premises through the end of the Lease Term:

(a) ownership, operation and maintenance of the Premises or any interest therein, or receipt of any rent or other sum therefrom;

(b) any accident, injury to or death of persons or loss of or damage to property on or about the Premises or any part thereof or the adjoining parking areas, sidewalks, curbs, streets or ways, vaults and vault space, if any;

(c) any use, non-use or condition of or occurrence at the Premises or any part thereof or the adjoining parking areas, sidewalks, curbs, vaults and vault space, if any, streets or ways;

(d) any failure on the part of Tenant to perform or comply with any of the terms of this Lease;

(e) performance on behalf of Tenant of any labor or services or the furnishing of any materials or other property in respect of the Premises or any property abutting the Premises or intended to serve the uses to be made of the Premises or any part thereof. In case any action, suit or proceeding is brought against Tenant by reason of any such condition or occurrence, Tenant, upon Landlord's request, will at Tenant's expense resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated by Landlord and approved by Tenant;

(f) any work or thing whatsoever done, or any condition created at the Premises on Tenant's behalf from the Lease Effective Date through the expiration of the Lease; and

(g) any act, omission or negligence of Tenant or any of its subtenants or licensees, its agents, employees, officers, directors or contractors.

31.2 In case any action or proceeding is brought against Landlord or its officials, officers, agents, employees or consultants by reason of any matter contemplated by this Article 31, Tenant, upon Notice from Landlord, shall resist and defend such action or proceeding on Landlord's behalf and at the sole cost of Tenant. Tenant shall cause a contractual liability endorsement of Tenant's undertaking hereunder to be written in connection with the comprehensive general public liability insurance required to be maintained by Tenant pursuant to this Lease.

31.3 The obligation of Tenant under this Article 31 shall survive any expiration or termination of this Lease.

32. LIMITATION OF LIABILITY

32.1 Except as otherwise expressly provided in this Lease, it is agreed that Tenant shall look only to Landlord's interest in and to the Premises in the event of any claim against Landlord arising out of or in connection with this Lease, the relationship of Landlord and Tenant or Tenant's use of the Premises. No other property or assets of Landlord shall be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment (or other judicial process) or any other remedy of Tenant arising out of or in connection with this Lease, the relationship of Landlord and Tenant and the Premises. The interest in and to the Premises of Landlord under this Lease shall include the rents, income, receipts, revenues, issues and profits issuing from the Premises, any insurance policies required by this Lease and the Insurance Proceeds, any money or securities deposited by Tenant with Landlord, any surety or performance bonds provided by Tenant hereunder and the proceeds therefrom, and any Award to which Tenant may be entitled in any condemnation proceedings or by reason of a temporary taking of the Premises (collectively, "Landlord's Property Interest"). In confirmation of the foregoing, if Tenant or anyone claiming through Tenant acquires a lien on any property or assets of Landlord other than Landlord's Property Interests, by judgment or otherwise, Tenant (or such party) shall promptly release such lien by executing, acknowledging and delivering an instrument in recordable form to that effect. Such instrument of release shall not release any such lien on Landlord's Property Interest. Tenant hereby waives the right of specific performance and any other remedy allowed in equity if specific performance or such other remedy could result in any liability of Landlord for the payment of money to Tenant, or to any court or Governmental Authority (by way of fines or otherwise) for Landlord's failure or refusal to observe a judicial decree or determination, or to any third party.

32.2 The provisions and conditions of Section 32.1 hereof are not intended to, and shall not in any way whatsoever, affect or limit any right or remedy which any Party may have against the other under any agreement, matter, claim, or thing which is extrinsic to, and does not arise out of, this Lease.

32.3 If either Tenant or Landlord shall request the other Party's (a) consent, (b) execution and delivery of any document, or (c) the performance of any act, in each case which is required by the terms of this Lease, and such Party shall fail or refuse to give such consent, execute and deliver such document or perform such act, the requesting Party shall be entitled to any damages (other than consequential or special damages, except in the case of Tenant under Section 22.4 of this Lease) for any such failure or refusal by the refusing Party.

32.4 This Lease, and all obligations and liabilities of Tenant hereunder, shall be fully recourse to Tenant. Notwithstanding anything contained herein to the contrary, no property or assets of Tenant's agents, officers, managers, directors, shareholders, members, partners, employees, attorneys or principals shall be subject to levy, execution or other enforcement procedure for the satisfaction of Landlord's remedies under or with respect to this Lease.

33. ARBITRATION

33.1 When arbitration is required by any express provision of this Lease, and only if arbitration is so required, any dispute, controversy or claim arising out of this Lease shall be settled by expedited mandatory arbitration as follows:

(a) With regard to all monetary disputes, regardless of whether arbitration is required pursuant to this Lease, the Party that is obligated to make payment to the other Party hereunder shall timely pay any and all amounts that are not in dispute. The amount in dispute, if and only if expressly required by the terms of this Lease, shall be the subject of an arbitration proceeding as set forth in this Article 33. Otherwise, such dispute shall be resolved pursuant to any and all other remedies as are provided to the Parties pursuant to this Lease (including, without limitation, summary proceedings).

(b) Either Party may demand arbitration by notifying the other Party in writing. The Notice shall describe the reasons for such demand, the amount involved, if any, and the particular remedy sought. The Notice shall also list the name of one arbitrator qualified in accordance with Section 33.1(d).

(c) The Party that has not demanded arbitration shall respond to the Notice of demand within ten (10) calendar days of receipt of such Notice by delivering a written response. The response shall list the name of a second arbitrator qualified in accordance with Section 33.1(d). The response shall also describe counterclaims, if any, the amount involved, and the particular remedy sought. If a Party fails to respond timely to the Notice of demand, the arbitrator selected by the Party making such demand under Section 33.1(b) shall resolve the dispute, controversy or claim within thirty (30) calendar days of the deadline for response.

(d) Any arbitrator selected in accordance with Sections 33.1(b) or (c) shall be a natural person not employed by either of the Parties or any parent or affiliated partnership, corporation or other enterprise thereof, and shall be either (i) a retired federal judge who formerly served in either the Southern or Eastern Districts of the State of New York or (ii) a person possessing such other qualifications and experience as shall be reasonably acceptable to the Parties.

(e) If a Party responds timely to a Notice of demand for expedited arbitration under Section 33.1(c), the two arbitrators shall appoint a third arbitrator who shall be qualified in accordance with Section 33.1(d). Such third arbitrator shall be appointed within ten (10) calendar days of receipt by the Party demanding arbitration of Notice of response provided for under Section 33.1(c). If the two arbitrators fail to timely appoint a third arbitrator, the third arbitrator shall be appointed by the Parties if they can agree within a period of ten (10) calendar days. If the Parties cannot timely agree, then either Party may request the appointment of such third arbitrator by the presiding judge of the Superior Court in Nassau County; provided that neither Party shall thereafter raise any question as to the Court's full power and jurisdiction to entertain such application and to make such appointment.

(f) The arbitration hearing shall commence within thirty (30) calendar days of appointment of the third arbitrator as described in Section 33.1(e). The hearing shall in no event last longer than two (2) calendar days. There shall be no discovery or dispositive motion practice (such as motions for summary judgment or to dismiss or the like) except as may be permitted by the arbitrators; and any such discovery or dispositive motion practice permitted by the arbitrators shall not in any way conflict with the time limits contained herein. The arbitrators shall not be bound by any rules of civil procedure or evidence, but rather shall consider such writings and oral presentations as reasonable business persons would use in the conduct of their day to day affairs, and may require the Parties to submit some or all of their case by written declaration or such other manner of presentation as the arbitrators may determine to be appropriate. It is the intention of the Parties to limit live testimony and cross examination to the extent absolutely necessary to insure a fair hearing to the Parties on significant and material issues. Venue of any arbitration hearing pursuant to this Section 33.1 shall be in Nassau County, New York.

(g) The arbitrators' decision shall be made in no event later than ten (10) calendar days after the commencement of the arbitration hearing described in Section 33.1(f). The award shall be final and judgment may be entered in any court having jurisdiction thereof. The arbitrators may award specific performance of this Lease. The arbitrators may also require remedial measures as part of any award. The arbitrators in their discretion may award attorneys' fees and costs to the more prevailing Party. Any monetary award in arbitration shall be enforceable in summary proceedings in a court of competent jurisdiction.

(h) Nothing herein shall excuse Tenant from its obligations to pay all Annual Rent and Additional Rent and perform all other obligations under this Lease pending the resolution of such arbitration proceeding.

34. MECHANICS' LIENS AND OTHER LIENS

34.1 Nothing contained in this Lease shall be deemed, construed or interpreted to imply any consent or agreement on the part of Landlord to subject Landlord's interest or estate to any liability under any mechanic's or other lien law. If any mechanic's or other lien or any notice of intention to file a lien is filed against the Premises or any part thereof, for any work, labor, services or materials claimed to have been performed or furnished for or on behalf of Tenant or anyone holding any part of the Premises through or under Tenant, Tenant shall cause the same to be cancelled and discharged of record by payment, bond or order of a court of competent jurisdiction within thirty (30) calendar days after Notice by Landlord to Tenant.

35. LIABILITY FOR PAYMENTS

35.1 Any liability for the payment of any money hereunder, including, without limitation, reimbursements or other sums due Landlord, Annual Rent and Additional Rent, shall survive the expiration of the Lease Term or earlier termination of this Lease.

36. NON-MERGER

36.1 There shall be no merger of this Lease, nor of the leasehold estate created by this Lease, with the Land by reason of the fact that this Lease or the leasehold estate created by this Lease or any interest in this Lease or any such leasehold estate may be held, directly or indirectly, by or for the account of any person or persons who shall own the Land, or any interest therein. No such merger shall occur unless and until all persons at the time having an interest in the Land and all persons having an interest in this Lease, or in the leasehold estate created by this Lease, shall join in a written instrument effecting such merger and shall duly record the same.

37. ENTIRE AGREEMENT

37.1 This Lease sets forth all of the agreements, conditions and understandings between Landlord and Tenant relative to the Premises, and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, expressed or implied, between them other than as herein set forth. Any agreements between Landlord and Tenant prior to the date hereof relative to the Premises are merged herein.

38. NO ORAL MODIFICATION

38.1 Any agreement hereafter made shall be ineffective to change, waive, modify, discharge, terminate or effect an abandonment of this Lease in whole or in part unless such agreement is in writing and signed by the Party against whom such change, waiver, modification, discharge, termination or abandonment is sought to be enforced.

39. SUCCESSORS AND ASSIGNS

39.1 The covenants and agreements herein contained shall be binding upon and inure to the benefit of Landlord and Tenant, and their respective successors and assigns, provided, however, that no attempted assignment or subletting in violation of the provisions of Article 19 hereof shall operate to vest any rights in any successor or assignee of Tenant.

39.2 This Lease is solely for the benefit of Landlord and Tenant and, except as and to the extent otherwise specifically provided, nothing contained in this Lease shall be deemed to confer upon anyone other than Landlord and Tenant any right to insist upon or to enforce the performance or observance of any of the obligations contained herein. Except as and to the extent otherwise specifically provided in this Lease, no other person shall under any circumstances be deemed to be a third party beneficiary of this Lease.

40. INDEX AND PARAGRAPH HEADINGS

40.1 The index and paragraph headings are inserted herein only for convenience, and are in no way to be construed as a part of this Lease or as a limitation in the scope of the particular paragraphs to which they refer.

41. INVALIDITY OF PARTICULAR PROVISIONS; SEVERABILITY

41.1 If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

41.2 Without limiting the generality of Section 41.1 above, if any term or provision of this Lease or the application thereof to any person or circumstance (including, without limitation, to the Premises and/or to the use, operation or management thereof) shall, to any extent, be determined (by a court of competent jurisdiction under applicable Legal Requirements or any Governmental Authority having jurisdiction over the Premises and/or the use, operation or management thereof) to require a different or further SEQRA review, approval, declaration or like authorization, such term or provision of this Lease or such application thereof shall be severed from this Lease, and the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which such application is determined to require a different or further SEQRA review, approval, declaration or like authorization, shall not be affected thereby, and each remaining term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

41.3 If any rate of interest herein provided to be paid shall exceed the maximum legal rate of interest in effect at the time such interest is payable, such interest rate shall be deemed to be reduced so that the same shall in no event exceed the then maximum legal interest rate.

42. INTERPRETATIONS

42.1 The terms "Landlord" and "Tenant" whenever used herein shall mean only the owner at the time of Landlord's or Tenant's interest herein, and, upon any sale or assignment of the interest of either Landlord or Tenant herein, their respective successors in interest or assigns shall, during the term of their ownership of their respective estates herein, be deemed to be Landlord or Tenant, as the case may be.

43. NO OFFER

43.1 This Lease shall neither be deemed to be an offer to lease or sell all or any part of the Premises nor shall it be binding or effective for any purpose whatsoever unless and until this Lease is executed and acknowledged by Landlord and Tenant and originals thereof exchanged and delivered.

44. RECORDING OF MEMORANDUM OF LEASE; TRANSFER TAXES

44.1 Tenant (at Tenant's sole cost and expense, including without limitation, transfer or similar taxes) may record at Tenant's option, a short form memorandum of this Lease which shall be prepared by Tenant and executed by Tenant and Landlord; provided, however, that if the Lease shall expire or terminate for any reason, Tenant (at Tenant's sole cost and expense) shall execute such documents as are required to remove such memorandum thereof of record. This Section 44.1 shall survive the earlier termination or expiration of this Lease. Landlord agrees that

it shall promptly execute and deliver any documents reasonably requested by Tenant with regard to the recording or termination of this Lease or any memorandum thereof.

44.2 Although it is the expectation of the Parties that this Lease is not subject to any transfer taxes imposed upon the conveyance of real property pursuant to the provisions of Section 1402 of the New York State Tax Law or otherwise, Tenant shall pay any such transfer taxes imposed on the demise of the Premises to Tenant pursuant to this Lease in accordance with applicable Legal Requirements and prepare and file any transfer tax returns associated therewith, and Landlord shall join in the execution of any such tax returns.

45. INDEPENDENT CONTRACTOR

45.1 Tenant is an independent contractor. Tenant shall not, nor shall any officer, manager, member, director, employee, servant, agent or independent contractor of Tenant, be (a) deemed an employee of Landlord, (b) commit Landlord to any obligation, or (c) hold itself, himself, or herself out as an employee of Landlord or person with the authority to commit Landlord to any obligation.

46. NO ARREARS OR DEFAULT

46.1 Tenant represents to Landlord that it is not in arrears to Landlord upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to Landlord, including any obligation to pay taxes to, or perform services for or on behalf of, Landlord.

47. RECORDS ACCESS

47.1 The Parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Lease shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Tenant acknowledges that Tenant Information in Landlord's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law ("FOIL"). In the event that such a request for disclosure is made, Landlord shall make reasonable efforts to notify Tenant of such request prior to disclosure of the Information so that Tenant may take such action as it deems appropriate.

47.2 Tenant hereby advises Landlord that certain information furnished by Tenant to Landlord in accordance with the terms of this Lease (including, without limitation, plans, reports and financial statements) may contain trade secrets, the disclosure of which could cause harm to Tenant's competitive position. Subject to all Legal Requirements, including FOIL, Landlord will use reasonable efforts to maintain the confidentiality of all information provided by Tenant to Landlord pursuant to the terms of this Lease and which are not, to Landlord's knowledge, otherwise in the public domain or obtained from third party sources on a non-confidential basis; provided, however that the foregoing shall not restrict Landlord from making any disclosure of such information as Landlord deems necessary or desirable to provide to its elected officials, employees, legal, financial and other professional advisors and/or to comply with any applicable Legal Requirements, provided that Landlord shall in each case endeavor to inform the Party to which such disclosure is made that such information is confidential and of the confidentiality provisions

of this Lease. In the event that Landlord is required by subpoena, court order or other similar process to disclose such information or if Landlord receives any written FOIL request seeking disclosure of the materials described in this Section 47, Landlord shall, prior to complying with such subpoena, court order or similar process or FOIL request, provide Tenant with written Notice (unless Landlord is prevented from doing so under the subpoena, court order or similar process) so that Tenant shall have an opportunity to seek, at Tenant's sole cost and expense, a protective order or other appropriate remedy. If Tenant does not obtain a protective order or other remedy to preclude the disclosure of the requested materials, Tenant acknowledges that Landlord may disclose such requested materials as and to the extent required by any such subpoena, court order, similar process or FOIL request as advised by Landlord's legal counsel and the governmental or judicial authority requiring such compliance. Tenant further acknowledges that Landlord may, given the deadlines and response requirements under FOIL, be obliged to disclose the requested materials even though Tenant is attempting at such time to obtain a protective order or other appropriate remedy to prevent the disclosure of such information.

48. CONSENT TO JURISDICTION AND VENUE; GOVERNING LAW; COUNTERPARTS

48.1 Unless otherwise specified in this Lease or required by applicable Legal Requirements, exclusive original jurisdiction for all claims or actions with respect to this Lease shall be in the Supreme Court in Nassau County in New York State or the applicable federal court having jurisdiction and the Parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Lease is intended as a contract under, and shall be governed and construed in accordance with, the laws of New York State, without regard to the conflict of laws provisions thereof other than Sections 5-1401 and 5-1402 of the New York General Obligations Law.

48.2 This Lease may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument. Facsimile signatures are deemed to be equivalent to original signatures for the purposes of this Lease.

49. ALL LEGAL PROVISIONS DEEMED INCLUDED; SUPREMACY; CONSTRUCTION

49.1 To the extent possible, all the terms of this Lease should be read together as not conflicting. Each Party has cooperated in the negotiation and preparation of this Lease, so if any construction is made of the Lease it shall not be construed against either Party as drafter.

50. ADMINISTRATIVE SERVICE CHARGE

50.1 The Parties acknowledge and agree that, prior to the Lease Effective Date, Tenant paid to Landlord an administrative service charge of Five Hundred Thirty Three and No/100 Dollars (\$533.00) for the processing of this Lease pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001 and as further amended by Ordinance Number 128-2006.

51. EXECUTORY CLAUSE

51.1 Notwithstanding any other provision of this Lease:

(a) Approval and Execution. Landlord shall have no liability under this Lease (including any extension or other modification of this Lease) to any Person unless this Lease has been signed by the County Executive.

(b) Availability of Funds. Landlord shall have no liability under this Lease (including any extension or other modification of this Lease) to any Person beyond funds appropriated, extended or otherwise lawfully available for the transactions contemplated by this Lease, and, if any portion of the funds for the transactions contemplated by this Lease are from the state and/or federal governments, then beyond funds available to Landlord from the state and/or federal governments.

52. TENANT'S OFFSETS AGAINST ANNUAL RENTAL

52.1 Tenant shall receive an offset against the Annual Rent equal to the County's portion of any real estate taxes imposed on the Coliseum.

53. LANDLORD'S RESERVED RIGHTS

53.1 Landlord reserves the right, free of rent, offset or any other charges, to use or continue the use of a portion of the Coliseum for the operation of two (2) Landlord's Telecommunications Antennae (including any replacement thereof). Landlord shall be entitled to select the new location of any of the Landlord's Telecommunications Antennae; provided, however, that Landlord shall make commercially reasonable efforts to place Landlord's Telecommunications Antennae in location(s) so as not to interfere with any other then existing or planned telecommunications antennae or other communications devices. Once installed by Landlord, Tenant agrees to use commercially reasonable efforts to not interfere with, or allow others to interfere with, Landlord's use of its Telecommunications Antennae and the communications signals sent and/or received therefrom. Landlord shall have reasonable access to Landlord's Telecommunications Antennae at all reasonable times, and at all times in the event of an emergency, for the purposes of installing, maintaining, repairing, operating, improving, upgrading, renovating, refurbishing and/or replacing Landlord's Telecommunications Antennae.

53.2 For so long as the Lease is in effect with respect to the Land and the Coliseum is being operated for Coliseum Uses, Landlord shall be entitled to use the Coliseum for Nassau County events for up to ten (10) days per calendar year, upon not more than one hundred twenty (120) days and not less than thirty (30) days' Notice to Tenant, at no charge except that Landlord shall pay to Tenant any and all of Tenant's actual out-of-pocket third party reasonable costs and expenses in connection with Landlord's use of the Coliseum on such dates. Landlord's use of the Coliseum as provided herein shall be subject to the Coliseum's availability on the desired dates, as determined by Tenant at the time Landlord's request is made. Notwithstanding anything in this Lease to the contrary Landlord's rights under this Section 53.2 are personal rights granted to the County, and shall remain with the County notwithstanding any transfer of the Landlord's interest in this Lease to any successor Landlord. Tenant agrees that the County shall have the right to enforce the terms of this Section 53.2 after such time as the County is no longer the "Landlord"

under the terms of this Lease. Any sums due to Tenant under this paragraph and not paid by Landlord within thirty (30) days after Landlord's receipt of Tenant's invoice therefor may be taken by Tenant as an offset against the next installment(s) of Annual Rent due under this Lease.

54. INTENTIONALLY OMITTED

55. REPRESENTATIONS AND WARRANTIES

55.1 Landlord's Representations and Warranties. Landlord represents, warrants and covenants that the following are true as of the date hereof and shall be true as of the Lease Effective Date and which shall survive the Lease Effective Date:

(a) Power and Authority. Landlord has the authority and power to enter into this Lease and to consummate the transactions provided for herein. This Lease constitutes the legal, valid and binding obligation of Landlord enforceable against Landlord in accordance with its terms. Landlord shall have no claims, defenses, or offsets whatsoever to the enforceability or validity of this Lease. The execution and delivery of this Lease by the County have been duly authorized by the County.

(b) No Conflict. The execution, delivery and performance by Landlord of its obligations under this Lease does not conflict with or result in a breach of (i) any law, governmental rule, regulation, judgment, decree or order by which Landlord is bound, or (ii) any provision of any contract to which Landlord is a party or by which Landlord is bound.

(c) Effect of Prior Legislative Consent. To the extent permitted by Legal Requirements, the County Executive shall be authorized on behalf of Landlord, without the necessity of obtaining any further approval, to execute and deliver on behalf of Landlord such consents or waivers as may be requested of Landlord hereunder, modifications of this Lease (including Severance Leases), and easement and usage rights, all to the extent contemplated by the terms of this Lease, and provided that no such modification shall (when taken together with all Other Leases and Severance Leases) decrease the Annual Rent or Additional Rent or increase the land area demised hereunder.

(d) Condemnation. Landlord has not received any notice of any pending or threatened condemnation proceeding affecting the Premises or any portion thereof.

(e) Agreements and Contracts. Upon the Lease Effective Date, there will be no management agreements, service contracts or other agreements affecting the Premises or the operation or maintenance thereof to which Landlord is a party, other than the District Energy System Agreement and the Permitted Encumbrances.

(f) Bankruptcy Matters. Landlord has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, suffered the appointment of a receiver to take possession of substantially all of its assets, suffered the attachment or other judicial seizure of substantially all of its assets, admitted its inability to pay its debts as they come due, or made an offer of settlement, extension or compensation to its creditors generally.

(g) Leases. Except pursuant to the Permitted Encumbrances, Landlord has not granted any persons or entities any occupancy right in and to the Premises, which right remains in effect.

(h) No Litigation. Except as set forth on Schedule K attached hereto, there are no actions, suits or proceedings at law or in equity, arbitrations or governmental investigations by or before any Governmental Authority or other agency now pending, filed or threatened against or affecting the Landlord or the Premises, which actions, suits or proceedings, arbitrations or governmental investigations, if determined against the Landlord or the Premises, could reasonably be expected to have a material adverse effect on Landlord's ability to lease, and/or Tenant's ability to lease, use, and/or operate the Premises, as contemplated by this Lease.

55.2 Tenant's Representations and Warranties. Tenant represents and warrants the following, which shall be true and correct as of the date of execution hereof by Tenant and as of the Lease Effective Date, and which shall survive the Lease Effective Date:

(a) Power and Authority. Tenant has the authority and power to enter into this Lease and to perform its obligations under this Lease. This Lease constitutes the legal, valid and binding obligation of Tenant enforceable against Tenant in accordance with its terms, and Tenant has no claims or defenses, personal or otherwise, or offsets whatsoever to the enforceability or validity of this Lease except as specifically set forth herein. The execution and delivery of this Lease by the Tenant have been duly authorized by the Tenant.

(b) No Conflict. The execution, delivery and performance by Tenant of its obligations under this Lease will not conflict with or result in a breach of (i) any law, governmental rule, regulation, judgment, decree or order by which Tenant is bound, or (ii) any provision of any contract to which Tenant is a party or by which Tenant is bound, or (iii) Tenant's organizational documents.

(c) Bankruptcy Matters. Tenant has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy, suffered the filing of an involuntary petition by its creditors, suffered the appointment of a receiver to take possession of substantially all of its assets, suffered the attachment or other judicial seizure of substantially all of its assets, admitted its inability to pay its debts as they come due, or made an offer of settlement, extension or compensation to its creditors generally.

(d) Tenant Ownership.

(i) None of Tenant's members, managers, partners, shareholders or officers, or members, managers, partners, or shareholders or officers thereof, are Prohibited Persons, provided, however, with respect to any public company, such representation and warranty shall be deemed to be made to the best of Tenant's knowledge.

(ii) Schedule F attached hereto correctly sets forth the identity of the members of Tenant and the holders of the direct equity interests in such partners, which may be updated based on changes that arise from transfers permitted under Article 19 or otherwise in accordance with this Lease and/or with Landlord's reasonable approval.

(e) No Litigation. Except as disclosed in Schedule K attached hereto, there are no actions, suits or proceedings at law or in equity, arbitrations or governmental investigations by or before any Governmental Authority or other agency now pending, filed or threatened against Tenant, which actions, suits or proceedings, arbitrations or governmental investigations, if determined against Tenant, could reasonably be expected to have a material adverse effect on Tenant's ability to lease, use, and/or operate the Premises as contemplated by this Lease.

(f) Disclosure Form. Concurrently with this Lease, Tenant has submitted to Landlord a Consultant's, Contractor's and Vendor's Disclosure Form with respect to Tenant in the form of Schedule L attached hereto.

55.3 Rule Against Perpetuities Savings Clause. This Lease shall be null and void and of no further force or effect unless the Lease Effective Date occurs within the lives of those descendants of the late Joseph P. Kennedy, Sr. living on the date hereof, plus twenty-one (21) years.

55.4 Consent; Approvals; Reasonable Standard. Wherever it is specifically provided in this Lease that Landlord's or Tenant's consent shall not be unreasonably withheld, Landlord or Tenant, as applicable, must be reasonable in granting its consent and a response to a request for such consent shall not be unreasonably delayed or conditioned. If a request is received in writing by Landlord or Tenant for a consent or approval required under this Lease or for information to which the Party making such request shall be entitled, the Party receiving such request shall act with reasonable promptness thereon and shall not unreasonably delay notifying the Party making such request as to the granting or withholding of such consent or approval or furnishing to such Party the information requested. Except where it is specifically provided in this Lease that Landlord's consent shall be subject to Landlord's sole discretion, whenever Landlord's consent or approval shall be required hereunder for any matter, the decision as to whether or not to consent to or approve the same shall not be unreasonably withheld, conditioned or delayed and shall be subject to the provisions of this Section 55.4.

56. EVENT OF FORCE MAJEURE

56.1 In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of any Event of Force Majeure, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Any Event of Force Majeure shall not excuse, delay or defer, Tenant's obligations to pay all Annual Rent, Additional Rent or any other Tenant payment obligation set forth in this Lease.

57. GOVERNMENTAL OBLIGATIONS

57.1 Nothing contained in this Lease shall serve as a limitation on the rights, powers, obligations or liability the County would otherwise have with respect to the Premises in its governmental capacity (e.g., building inspector and other building department functions, public safety, planning and zoning, etc.). All references to Landlord herein shall be construed as being a reference to Landlord as the owner and lessor of the Land, and shall in no event be construed as the County in its capacity as a Governmental Authority. By entering into this Lease, the County, in its governmental capacity, is not granting, issuing or approving any plan, permit, application or

other matter, and nothing in this Lease shall excuse Landlord and/or Tenant, as the case may be, from obtaining all Approvals required in connection with any Work performed by or on behalf of Tenant.

58. LIVING WAGE LAW

58.1 Pursuant to LL 1-2006, as amended (the "Living Wage Law"), and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Tenant agrees as follows:

(a) Tenant shall comply with the applicable requirements of the Living Wage Law;

(b) Failure to comply with the Living Wage Law, may constitute a breach of Tenant's obligations under this Lease, provided, however, that pursuant to, and in accordance with, rules and regulations promulgated by the County, Tenant and Landlord agree that any failure by Tenant to comply with the Living Wage Law shall at no time grant either Party a right to terminate this Lease. Tenant has the right to cure any such breach within thirty (30) days of receipt of Notice of breach from the County. In the event that such breach is not timely cured, the County may exercise any other rights available to the County under applicable law, except that in no event shall the County have a right to terminate this Lease, as a result thereof.

(c) Upon request of the County from time to time, Tenant shall inform the County of any material changes in the content of its certification of compliance attached to this Lease as Schedule E and shall provide to the County any information necessary to maintain the certification's accuracy.

59. ATTORNEYS FEES

59.1 In any action brought by either Party to enforce its rights under this Lease, the prevailing Party shall be entitled to reimbursement by the other Party of its out-of-pocket third Party attorneys' fees and disbursements.

60. LIMITATION ON TENANT'S RIGHTS

60.1 Any and all rights including, without limitation, any and all subleases, concession agreements, licenses, naming rights and any and all other agreements entered into by Tenant related to Tenant's rights under this Lease and/or to the Premises shall have a term that expires prior to the expiration of this Lease.

61. COSTS AND EXPENSES

61.1 Notwithstanding anything contained herein, Tenant shall be responsible for all usual, customary and reasonable costs payable by an applicant in connection with obtaining Approvals and Benefits and other customary and reasonable expenses associated with the Improvements at the Premises.

61.2 Tenant shall, within the applicable time period specified below, at Landlord's option, either (1) reimburse Landlord, (2) pay Landlord directly or (3) pay third-party legal or other consultants directly for out-of-pocket fees, costs and expenses incurred by Landlord as follows: (a) one hundred percent (100%) of the reasonable cost of all environmental reviews and analysis performed by Landlord in connection with this Lease, including, without limitation, SEQRA studies and proceedings, whenever incurred after the Lease Effective Date, but without duplication of any payments made by or for tenants under any Other Lease or otherwise paid by Tenant or Tenant Affiliates, within forty-five (45) days of demand therefor from time to time, together with reasonably detailed invoice(s) and other reasonable and customary supporting paperwork therefor; and (b) one hundred percent (100%) of the reasonable cost of all third-party legal fees and third-party consultant fees incurred by Landlord in connection with this Lease, whenever incurred, but without duplication of any payments made by or for tenants under any Other Lease, within ten (10) days of demand therefor from time to time, together with reasonably detailed invoice(s) and other reasonable and customary supporting paperwork therefor. For the avoidance of doubt, Tenant shall not be required to reimburse or pay for third-party legal fees and third-party consultant fees incurred by Landlord in connection with a challenge to the validity of this Lease.

62. BIDDING REQUIREMENTS

62.1 Landlord and Tenant are entering into this Lease with the understanding that Tenant is exempt from public bidding requirements for Work and purchases required at the Coliseum or the Premises and shall remain exempt for the Lease Term. However, Landlord shall have no liability and Tenant shall have no recourse, nor shall Tenant be excused from the performance of any of its obligations hereunder, if such expectation shall be incorrect at any time.

63. SEVERANCE LEASES

63.1 Severance Leases. Subject to Section 63.2 below, Landlord shall from time to time, after request by Tenant, enter into no more than five (5) severance leases for portions of the Premises (each, a "Severance Lease") that, along with this Lease (which shall remain in full force and effect (although with a reduced premises) despite such severance(s)), collectively cover the entire Premises demised hereunder. Any such Severance Lease shall be with Tenant or one (1) or more designees of Tenant and shall be on terms substantially similar to those hereof, with it being recognized, however, that each Severance Lease shall (i) reflect the premises demised thereunder, (ii) include the identity and contact information of the designated tenant thereunder, (iii) not include the right contained in this Section 63 to obtain a Severance Lease, and (iv) include such other variations as Landlord and Tenant and, if applicable, each actual or prospective leasehold mortgagee shall mutually agree are reasonable and appropriate. Tenant shall have the right to reasonably request that Landlord enter into Severance Leases at any time and from time to time until such time as Landlord has entered into five (5) Severance Leases. The Parties expressly agree that no severance of this Lease and/or the Premises shall at any time interrupt, cancel, terminate or otherwise affect the leasehold created by this Lease, the Parties hereby covenanting that it is their mutual desire and intent with respect to the Severance Leases to separate the leasehold created hereby into separate leaseholds and to allocate various portions of the Premises demised hereunder to such separate leaseholds.

63.2 Severance Lease Limitations. Landlord shall not be obligated to enter into a Severance Lease unless all of the following are met: (i) the premises proposed to be demised under the proposed Severance Lease is no less than five (5) contiguous acres; (ii) all financial obligations and other obligations of Tenant under this Lease are apportioned between Tenant and the proposed designee on a pro-rata basis, determined by square footage of the land retained by Tenant compared to the square footage of the demised land pursuant to a Severance Lease (or on any other basis reasonably acceptable to the Parties), so that, when taken together, this Lease and the proposed Severance Lease and any other Severance Leases then in effect include all of the financial and other obligations of Tenant to Landlord that were initially imposed under this Lease; (iii) Tenant provides to Landlord an audited financial statement prepared in accordance with GAAP, reasonably satisfactory to Landlord in all respects, demonstrating that the proposed tenant or, alternatively, a proposed guarantor of such proposed tenant has a net worth of at least Two Hundred Million and 00/100 Dollars (\$200,000,000.00) and agreed in a writing enforceable by Landlord to maintain at least such level of net worth for the duration of the Lease Term, and will otherwise be able to meet all of its obligations under and in connection with the Severance Lease, and such proposed tenant or proposed guarantor shall be required to deliver to Landlord an additional security deposit that conforms with Section 21.1 in an amount equal to the total of three (3) years of financial obligations that the proposed tenant would have to Landlord ("Severance Tenant/Guarantor L/C Security"); (iv) the proposed tenant and, if applicable, proposed guarantor is not a Prohibited Person; (v) there shall exist no Event of Default of Tenant hereunder nor any other uncured failure on the part of Tenant to timely and fully comply with all provisions of this Lease and Tenant is not in arrears of any payment of any item of rent to Landlord, nor shall there exist any breach of or default under any agreement, contract or other arrangement, between, on the one hand, Landlord or any affiliate of Landlord, and, on the other, such proposed tenant or any whole or partial affiliate, parent or equity owner thereof; (vi) no severance of this Lease or the Premises shall result in any portion of the Premises under this Lease or a Severance Lease being landlocked or being reduced to less than five (5) contiguous acres; (vii) all leasehold mortgagees and mezzanine lenders execute and record mortgage lien discharges of Uniform Commercial Code and other financing statements (including continuations and other extensions thereof), and discharges of any and all other liens, encumbrances and other matters attaching to or otherwise affecting the Landlord's fee estate in the Premises or any part thereof such that no leasehold mortgagee or mezzanine lender shall have any lien or other security or other interest in any portion of the Premises not let to its direct borrower following execution of any Severance Lease; (viii) Tenant has confirmed that it is in compliance with Section 9.1 of this Lease regarding parking; and (ix) all proposed tenants of any portion of the Premises shall be approved by Landlord in its reasonable discretion. In the event that a tenant that enters into a Severance Lease pursuant to Section 63 has not defaulted on any of its obligations to Landlord for a continuous period of five (5) years after the effective date of the Severance Lease, the obligation to maintain a Severance Tenant/Guarantor L/C Security shall cease.

63.3 Amendment to this Lease upon Severance. In the event that the conditions set forth in Section 63.2 above are met: (i) Landlord and Tenant shall enter into an amendment of this Lease confirming the execution of the Severance Lease and amending the description of the Premises demised hereunder, and (ii) Landlord and the designated tenant shall enter into a Severance Lease as set forth in this Section 63.

63.4 Costs and Expenses of Severance. Tenant shall pay, upon Landlord's demand, all of Landlord's actual costs and expenses associated with Landlord's review, negotiation and finalization of documentation or otherwise incurred in respect of Landlord entering into a Severance Lease, including, without limitation, all of Landlord's attorneys' fees and expenses (but excluding any internal legal costs for the time of in-house counsel that are direct County employees (i.e., W-2 employees)).

64. MHCAD

64.1 Coliseum Developer/MHCAD Easement Agreement. The Parties acknowledge and agree that, prior to the Lease Effective Date and at Landlord's request, Tenant entered into an easement agreement with Memorial Hospital For Cancer and Allied Diseases with respect to the Premises (the "2023 MHCAD Easement"). To the extent that the 2023 MHCAD Easement is or becomes invalid during the Lease Term, upon Landlord's written request, Tenant will use reasonable efforts to enter into a new easement agreement with Memorial Hospital For Cancer and Allied Diseases with respect to the Premises, provided that such easement agreement shall be substantially in the form of the 2023 MHCAD Easement.

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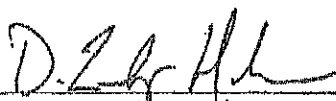
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IN WITNESS WHEREOF, the Parties hereto have duly executed this Lease as of the Lease Effective Date.

THE COUNTY OF NASSAU

By: _____
Name: Bruce A. Blakeman
Title: County Executive

LVS NY HOLDCO 2, LLC

By: 
Name: ZAC Howard
Title: PRESIDENT

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STATE OF NEW YORK)
)
SS.:
)
COUNTY OF)

On the ___ day of ___, in the year 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

NOTARY PUBLIC

NEVADA
~~STATE OF NEW YORK~~)
)
SS.:
)
COUNTY OF CLARK)

On the 16th day of July, in the year 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared DAVID ZACHARY HUDSON personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.



Shari Hewes
NOTARY PUBLIC

SCHEDULE A

DESCRIPTION OF LAND

PERIMETER DESCRIPTION

All that certain plot, piece or parcel of land, situate, lying and being at Uniondale, Town of Hempstead, County of Nassau and State of New York, being known as lots 351, 411, 412 and 415 in Section 44 Block F as shown on the Nassau County Tax Map and as further described on the certain Survey by John Minto, Professional Land Surveyor, State of New York, dated October 28, 2014, as updated April, 2015 as follows:

ALL that certain plot or parcel of land with the buildings and improvements thereon erected, situate, lying and being in Uniondale, Town of Hempstead, Nassau County and State of New York shown and designated on the Nassau County tax map as section 44 Block F, lots 351, 411, 412 and 415. Being more particularly bounded and described as follows:

BEGINNING at the end of a line connecting the northerly side of Hempstead Turnpike with the easterly side of Earl Ovington Boulevard said point being the POINT or PLACE of BEGINNING of Lots 351, 411, 412 and 415.

THENCE along said line north 64 degrees 52 minutes 15.5 seconds west a distance of 44.67 feet to the easterly side of Earl Ovington Boulevard;

THENCE along the easterly side of Earl Ovington Boulevard Northerly along a curve bearing to the right having a radius of 895.00 feet a distance of 432.61 feet

RUNNING THENCE along the easterly side of Earl Ovington Boulevard and the easterly and southerly side of Charles Lindbergh Boulevard the following six (6) courses and distances:

1. North 17 degrees 52 minutes 04.5 seconds East a distance of 291.66 feet.
2. Northerly along a curve bearing to the left having a radius of 1105.00 feet a distance of 427.65 feet.
3. North 04 degrees 18 minutes 23.2 seconds West a distance of 262.79 feet.
4. Northerly along a curve bearing to the right having a radius of 1720.00 feet a distance of 600.99 feet.
5. Northerly and easterly along a curve bearing to the right having a radius of 741.00 feet a distance of 747.23 feet.
6. North 73 degrees 29 minutes 27 seconds East a distance of 1126.24 feet to the intersection of the westerly side of James Doolittle Boulevard and the southerly side of Charles Lindbergh Boulevard.

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THENCE along the westerly side of James Doolittle Boulevard the following two courses and distances:

1. South 17 degrees 30 minutes 22 seconds East a distance of 316.84 feet.
2. South 08 degrees 17 minutes 20 seconds East a distance of 88.78 feet.

THENCE South 72 degrees 55 minutes 23 seconds, West 492.13 feet;

THENCE South 17 degrees 04 minutes 37 seconds East, 1,499.83 feet to the northerly side of Hempstead Turnpike.

THENCE along said northerly side of Hempstead Turnpike, South 64 degrees 42 minutes 29.5 seconds West, 1,117.46 feet to a point on the easterly line of proposed Lot 1 on the Map of Nassau Events Center Plat;

THENCE the following six courses and distances:

1. North 17 degrees 04 minutes 37 seconds West a distance of 586.14 feet.
2. Northerly along a curve bearing to the left having a radius of 30.00 feet a distance of 47.12 feet.
3. South 72 degrees 55 minutes 23 seconds West a distance of 194.98 feet.
4. South 17 degrees 04 minutes 37 seconds East a distance of 75.50 feet.
5. South 72 degrees 55 minutes 23 seconds West a distance of 131.56 feet.
6. South 17 degrees 04 minutes 37 seconds East a distance of 592.11 feet to a point on the northerly line of Hempstead Turnpike.

THENCE along said northerly side of Hempstead Turnpike, South 64 degrees 42 minutes 29.5 seconds West, 545.89 feet to said point being the POINT or PLACE of BEGINNING of Lot 351 & p/o Lot 403.

Containing within said bounds 3,119,010.07 s.f. or 71.56 Acres more or less.

SCHEDULE B

PERMITTED ENCUMBRANCES

1. Temporary Easements contained in Deed from United States of America to the County of Nassau, recorded 06/28/1963 in Liber 7174 cp. 177.
2. Reservations and rights contained in Deed from United States of America to the County of Nassau, recorded 08/04/1966 in Liber 7555 cp 358.
3. Easement Agreement between the County of Nassau and the Long Island Lighting Company, recorded 08/11/1971 in Liber 8227 cp 336.
4. Forty (40) foot tunnel/passageway easement contained in Lease from The County of Nassau to Z.I.D. Associates, Inc., recorded 08/16/1979 in Liber 9210 cp 162; as assigned to Royal Blue Hospitality LLC by an assignment recorded 01/31/2019 in Liber 13762 cp 977.
5. Easement Agreement between the County of Nassau and the New York Telephone Company, recorded 08/11/1971 in Liber 8280 cp 343.
6. Underground Electric Easement between Coliseum Hotel Associates and Long Island Lighting Company, recorded 04/08/1983 in Liber 9467 cp 369.
7. Master Energy Agreement between the County of Nassau and Nassau District Energy Corp., recorded 08/27/1990 in Liber 10087 cp 54.
8. Easement Agreement between Nassau Events Center, LLC and Memorial Hospital for Cancer and Allied Diseases, recorded 12/29/2016 in Liber 13456 cp 586.
9. Easement Agreement between Nassau County and Memorial Hospital for Cancer and Allied Diseases, recorded on 12/29/2016 in Liber 13456 cp 642.
10. Memorandum of Company Lease by Nassau Events Center, LLC and the Nassau County Industrial Development Agency, recorded 12/04/2015 in Liber 13294 cp 451, as amended by an amendment recorded 12/29/2016 in Liber 13456 cp 536, as assigned by an assignment from Nassau Events Center, LLC to Nassau Live Center LLC recorded 09/17/2020 in Liber 13976 cp 130, as further assigned by an assignment from Nassau Live Center LLC to Tenant.

Memorandum of Lease by the Nassau County Industrial Development Agency and Nassau Events Center, LLC, recorded 12/04/2015 in Liber 13294 cp 442, as amended by an amendment recorded 12/29/2016 in Liber 13456 cp 546, as assigned by an assignment from Nassau Events Center, LLC to Nassau Live Center LLC recorded 09/17/2020 in Liber 13976 cp 147, as further assigned by an assignment from Nassau Live Center LLC to Tenant.

SCHEDULE C

PROHIBITED PERSON DEFINITION

"Prohibited Person" means:

(a) any Person: (i) that is in default after Notice and beyond any applicable cure period of its obligations under any material written agreement with any federal, state or local governmental entity; or (ii) that directly or indirectly controls, is controlled by, or is under common control or ownership with a Person set forth in (i) above; unless, in either (i) or (ii), such default: (a) has been waived in writing by the federal, state or local governmental entity involved; (b) is being disputed in a court of law, administrative proceeding, arbitration or other forum; or (c) is cured within thirty (30) days after a determination and Notice to the Tenant from the Landlord that such Person is a Prohibited Person as a result of such default.

(b) any Person that: (i) is an Organized Crime Figure (as defined below); (ii) has been convicted of a felony or other crime involving moral turpitude in any jurisdiction; (iii) has been suspended, barred or otherwise disqualified from bidding or submitting a proposal on contracts by any governmental agency; or (iv) had a contract terminated by any governmental agency for any cause directly or indirectly related to an indictment or conviction.

(c) any government, or any Person that is directly or indirectly controlled (rather than only regulated) by a government, that is finally determined to be in violation of (including, but not limited to, any participant in an international boycott in violation of) the Export Administration Act of 1979, as amended, or any successor statute, or the regulations issued pursuant thereto, or any government or Person (as hereinafter defined) that, directly or indirectly, is controlled (rather than only regulated) by a government that is subject to the regulations or controls thereof.

(d) any government, or any Person that, directly or indirectly, is controlled (rather than only regulated) by a government, the effects or the activities of which are regulated or controlled pursuant to regulations of the United States Treasury Department or executive orders of the President of the United States of America issued pursuant to the Trading with the Enemy Act of 1917, as amended.

(e) any Person that is in default in the payment of any tax due to federal, state or local Governmental Authorities, unless such default is then being contested in good faith in accordance with the law, or unless such default is cured within thirty (30) days after a determination and Notice to the Tenant from the Landlord that such Person is a Prohibited Person as a result of such default.

(f) any Person: (i) that has solely owned, at any time during the immediately preceding three (3) year period, any property which, while in the ownership of such Person, was acquired in foreclosure by any federal, state or local Governmental Authority; or (ii) that directly or indirectly controls, is controlled by, or is under common control or ownership with a Person set forth in (i) above.

"Organized Crime Figure" means any Person (a) who has been convicted in a criminal proceeding for a felony or any crime involving moral turpitude or that is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure or has

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had a contract terminated by any governmental agency for breach of contract or for any cause directly or indirectly related to an indictment or conviction, or (b) who directly or indirectly controls, is controlled by, or is under common control with, a Person who has been convicted in a criminal proceeding for a felony or any crime involving moral turpitude or that is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure. The determination as to whether any Person is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure shall be within the sole discretion of Landlord, which discretion shall be exercised in good faith; provided, however, that such Person shall not be deemed a Prohibited Person if the Landlord, having actual knowledge that such Person meets the criteria set forth in clause (a) or (b) above of this definition, entered into a contract and is then doing business with such Person.

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SCHEDULE D

INTENDED EXEMPTIONS

1. Real estate tax exemption for the Premises
3. Mortgage recording tax exemption on Leasehold Mortgages

SCHEDULE E

CERTIFICATE OF COMPLIANCE

In compliance with Local Law 1-2006, as amended (the "Law"), Tenant hereby certifies the following:

president

1. The ~~chief executive officer~~ of Tenant is:

David Zachary Hudson (Name)

5420 S. Durango Drive, Las Vegas, NV 89113 (Address)

(702) 923-9238 (Telephone Number)

2. Tenant agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law.


3. In the past five years, Tenant _____ has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against Tenant, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has has not been commenced against or relating to Tenant in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

- 5. Tenant agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below:

17 July 2024
Dated


Signature of ~~Chief Executive Officer~~
President

David Zachary Hudson
Name of ~~Chief Executive Officer~~
President

Sworn to before me this
17 day of July, 2024

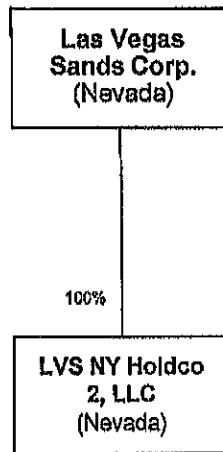

Notary Public



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SCHEDULE F
STRUCTURE OF TENANT
(attached)

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SCHEDULE G
PROHIBITED USES

Tenant agrees to not use nor allow or acquiesce in the use of the Premises at any time during the Term for or in connection with any of the following Prohibited Uses:

(a) Any storage, use, handling, sale, display or other possession of any combustible, explosive or other dangerous substance, material or thing, except to the extent that the storage, use, handling, sale, display or other possession of such substances, materials or things is typical for the businesses that will be occupying the Premises and managed in accordance with applicable Legal Requirements;

(b) Any sale, offering for sale, or display of any of the following:

- (1) Paraphernalia for or related to the use of any illegal or other illicit drug or substance, including, without limitation, cannabis and its various derivatives and compounds; and
- (2) Pornographic materials or materials otherwise depicting displays of nudity and/or sexuality.

(c) Any use or activity that is morally offensive in the reasonable determination of Landlord;

(d) Any use or activity that interferes, whether in whole or in part, with the operations conducted pursuant to the District Energy System Agreement;

(e) Except as may be authorized by a permit or licensure from or an agreement or contract with an applicable New York Governmental Authority (including, without limitation, the County and instrumentalities thereof as well as other New York departments, municipalities, boards and other bodies, including, but not limited to, Affiliates thereof), any use or activity that involves multiplayer video game competitions between professional players or gamers, individually or as teams, played for spectators, or any associated events, tournaments, leagues, video game competitions, broadcasts or game launches;

(f) Any use or activity which would in the reasonable judgment of Landlord:

(i) violate any applicable Legal Requirements, (ii) make void or voidable any insurance policy then in force with respect to the Premises, (iii) discharge objectionable fumes, vapors or odors into the Premises or surrounding areas that are not typical for properties similar to the Premises, (iv) be for the treatment, storage, disposal, generation, refining, transporting, handling, production, processing, release, dispersal or placement of any Hazardous Substance(s) in violation of Environmental Laws, (v) cause or result in undue accumulations of garbage, trash, rubbish or any other refuse, (vi) create, cause, maintain or permit any nuisance in, on or about the Premises, (vii) knowingly commit or suffer to be committed any waste in, on or about the

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Premises, (viii) allow the Premises, or any portion thereof, to be used for the sale or display of any material which is obscene under standards adopted for the community by the County and/or Town of Hempstead and held to be constitutional by a court of competent jurisdiction (in furtherance thereof, Tenant will forbid such sale or display in all subleases and other occupancy agreements), (ix) cause or result in any structural damage to the Premises (except in connection with repair or other Alteration work permitted under this Lease) or to any adjacent public or private property, or (x) be dangerous, hazardous, noxious or otherwise hazardous to the health or safety of the general public or public welfare, in each case excluding hazards that are customarily assumed by attendees of Coliseum events; and

(g) So called "big box" retail establishments in excess of forty-five thousand (45,000) square feet of space, or any logistics or warehouse uses. For the purposes hereof, "big box" shall be defined as a retail establishment that is plainly designed and resembles a large box. Examples include Walmart, Target, Home Depot, Lowe's, Ikea, Costco, BJ's, Sam's Club and the like.

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SCHEDULE H
INTENTIONALLY OMITTED

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SCHEDULE I
INTENTIONALLY OMITTED

SCHEDULE J

LEASEHOLD MORTGAGES

General. Tenant may, from time to time, grant to any Institutional Lender or EB-5 Lender (as each such term is hereinafter defined) providing financing or refinancing to Tenant with respect to the Premises a mortgage lien encumbering Tenant's interest in the Premises and its interest in, to and under this Lease, together with an assignment of leases and rents and a security interest in any personal property owned by Tenant, in order to secure the repayment of such financing, including interest thereon, and the performance of all of the terms, covenants and agreements on the Tenant's part to be performed or observed under all agreements executed in connection with such financing or refinancing (collectively, a "Leasehold Mortgage"; and each holder of a Leasehold Mortgage, a "Leasehold Lender"). An "Institutional Lender" shall mean a savings and loan association, savings bank, commercial bank or trust company, insurance company, educational institution, welfare, pension or retirement fund or system, any other entity subject to supervision and regulation by the insurance or banking departments of the State of New York or by a department or agency of the United States exercising similar functions (or any successor department or departments hereafter exercising the same functions as said departments), any governmental agency or entity insured by a governmental agency, a finance company, a private mortgage company, a conduit or pooled mortgage investment fund, a real estate investment trust, an investment bank, or any other lender generally considered an "institutional" real estate lender and which makes loans secured by real estate as an ordinary part of its business, provided that in order for any of such entities to be included as an "Institutional Lender," it shall be subject to service of process within New York State and shall either (i) have a net worth of at least \$100,000,000 and assets that have a value of at least \$250,000,000, or (ii) be a real estate mortgage investment conduit ("REMIC") or similar vehicle so long as the mortgage held by the REMIC or similar vehicle is serviced by an entity that meets the requirements of clause (i) above or by a rated servicer, or (iii) any entity controlled by any of the entities described in clause (i) or (ii) above. An entity meeting the foregoing requirements shall be deemed an Institutional Lender whether acting individually or in a fiduciary capacity. An "EB-5 Lender" shall mean an entity formed for the purpose of extending loans with capital raised through the Immigrant Investor Program created by Section 610 of Public Law 102-395 (8 U.S. Code §1153(b)(5)), as amended and extended, and administered by the United States Citizen and Immigration Services of the United States Department of Homeland Security (or any successor program), provided that such EB-5 Lender is subject to service of process within New York State. Notwithstanding the foregoing, no Prohibited Person and/or Person controlling, under the control of, or under common control with Tenant shall be deemed an Institutional Lender or an EB-5 Lender.

Section 1. Tenant shall give Landlord prompt notice of each Leasehold Mortgage, together with contact information for notices to the Leasehold Lender (such notice and/or any notice given by Leasehold Lender to Landlord of its contact information, collectively, the "Lender Notice"). Tenant promptly shall furnish Landlord with a complete recorded copy of each Leasehold Mortgage (including all documents and instruments comprising the Leasehold Mortgage) and all amendments, extensions, modifications and consolidations thereof, certified as such by Tenant.

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Section 2. After receipt of a Lender Notice, Landlord shall give such Leasehold Lender, in the manner provided by the Notice provisions of this Lease, a copy of each notice of default given by Landlord to Tenant, at the same time that Landlord gives such notice of default to Tenant or promptly thereafter. No such notice of default given by Landlord to Tenant shall be effective unless and until a copy of such notice shall have been so given to each such Leasehold Lender at the last address furnished to Landlord. Notice to a Leasehold Lender shall be deemed given on the date received by the Leasehold Lender. The Leasehold Lender shall have the right, but not the obligation (except as provided in the next section), to cure such default or to cause such default to be cured, within the time periods set out in Section 3 below.

Section 3. Landlord shall not exercise its right to terminate this Lease following a default by Tenant if:

(a) As to a monetary default, the Leasehold Lender cures such default on or before the date that is the later of (i) thirty (30) days after the date such default is required to be cured by Tenant under the terms of this Lease and (ii) thirty (30) days after the date Leasehold Lender is given notice of Tenant's default; and

(b) As to a non-monetary default, (i) Landlord receives written notice from the Leasehold Lender (the "Lender Cure Notice"), within thirty (30) days after Leasehold Lender is given Landlord's notice of Tenant's default, that Leasehold Lender agrees to remedy the default, and (ii) Leasehold Lender cures such default on or before the date that is the later of (A) forty-five (45) days after the date such default is required to be cured by Tenant under the terms of this Lease, and (B) forty-five (45) days after the date Leasehold Lender is given notice of Tenant's default; provided, however, that if any non-monetary default is not capable of being remedied by the Leasehold Lender within such time period, Leasehold Lender shall have such greater period of time as is reasonably necessary to cure such default if Leasehold Lender shall:

(i) commence to remedy the default within such period and shall diligently continue to prosecute such cure to completion, or

(ii) if possession of the Premises is required in order to cure such default, institutes judicial or non-judicial foreclosure proceedings within such forty-five (45) day period and diligently prosecutes such proceedings in order to obtain possession directly or through a receiver, and, upon obtaining such possession, commences promptly to cure the default and diligently prosecutes the same to completion, provided that, during the period in which such action is being taken and any foreclosure proceedings are pending, all of the other obligations of Tenant under this Lease, to the extent they are reasonably susceptible to being performed by Leasehold Lender, shall be performed. If such non-monetary default is of such a nature that it cannot be cured by Leasehold Lender (for example, the bankruptcy of Tenant), and if Leasehold Lender succeeds Tenant to the position of tenant hereunder, Landlord shall not terminate this Lease by reason of such default unless the Leasehold Lender consents in writing to such termination.

Section 4. At any time after the delivery of the Lender Cure Notice, Leasehold Lender may notify Landlord, in writing, that it intends to relinquish possession of the Premises, or that it will not

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institute foreclosure proceedings, or, if such proceedings have been commenced, that it has discontinued or will discontinue such proceedings, and that it relinquishes all right to a New Lease (the "Abandonment Notice"), provided that Leasehold Lender give not less than thirty (30) days prior Notice to Landlord of any relinquishment of possession of the Premises. In such event, Leasehold Lender shall have no further obligation to cure Tenant's default(s) after delivery of the Abandonment Notice. Landlord may, at any time after receipt of such Abandonment Notice or upon Leasehold Lender's failure to comply with the requirements of Section 3 above, terminate this Lease in accordance with the terms thereof, without any obligation to give Leasehold Lender a New Lease.

Section 5. Subject to the preceding sections, no Leasehold Lender shall become liable under the provisions of this Lease, or any lease executed pursuant to this Schedule J, unless and until such time as it becomes, and then only for as long as it remains, the tenant under the leasehold estate created by this Lease. No Leasehold Lender or designated affiliate of a Leasehold Lender shall have any personal liability under this Lease except to the extent of its interest in this Lease, even if it becomes Tenant or assumes the obligations of Tenant under this Lease.

Section 6. Subject to Section 3, Leasehold Lender has no obligation to cure any default of Tenant under the Lease.

Section 7. If this Lease is terminated for any reason, or if this Lease is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditors' rights, Landlord shall give prompt notice thereof to each of the then Leasehold Lenders whose contact information Landlord has received in a Lender Notice, in the manner provided by the notice provisions of this Lease. Landlord, upon written request of any such Leasehold Lender (or if more than one Leasehold Lender makes such request, the Leasehold Lender whose Leasehold Mortgage has the most senior lien), made any time within thirty (30) days after the giving of such notice by Landlord, shall promptly execute and deliver to such Leasehold Lender a new lease of the Premises (the "New Lease"), naming such Leasehold Lender or its designee as the tenant under this Lease, for the remainder of the Term upon all of the terms, covenants, and conditions of this Lease (including options to extend the term of this Lease, if any) except for such provisions that must be modified to reflect such termination, rejection or disaffirmance and the passage of time, if such Leasehold Lender shall pay to Landlord, concurrently with the delivery of such New Lease, all unpaid Annual Rent, Additional Rent and all other amounts due under this Lease up to and including the date of the commencement of the term of such New Lease. Leasehold Lender or its designee shall execute and deliver to Landlord such New Lease within ten (10) days after delivery of such New Lease by Landlord to Leasehold Lender. Upon execution and delivery of such New Lease, Leasehold Lender shall cure or cause to be cured all defaults existing under this Lease which are capable of being cured by such Leasehold Lender or its designee promptly and with diligence after the delivery of such New Lease.

Section 8. The New Lease and the leasehold estate thereby created shall, subject to the terms and conditions of this Lease, have the same priority as this Lease with respect to any mortgage, (including any fee mortgage) of the Premises or any leasehold interest therein or any other lien, charge or encumbrance thereon, whether or not the same shall then be in existence. Landlord shall execute, and shall endeavor to cause any fee mortgagee to execute, any instruments reasonably

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necessary to maintain such priority. Concurrent with the execution and delivery of such New Lease, Landlord shall pay (or shall cause to be paid) to the tenant named in the New Lease, any moneys (including insurance and condemnation proceeds) then held by Landlord (and/or any Depository) that would have been payable to Tenant as of the date of execution of the New Lease but for the termination of this Lease.

Section 9. If a Leasehold Lender has timely requested a New Lease, Landlord shall not, between the date of termination of this Lease and the date of execution of the New Lease, without the written consent of such Leasehold Lender, terminate any sublease, disturb the occupancy, interest or quiet enjoyment of any subtenant, or accept any cancellation, termination or surrender of any sublease (unless such termination or disturbance shall be effected as a matter of law on the termination of this Lease or is pursuant to the provisions of such sublease(s)) or enter into any lease of all or part of the Premises (other than a new lease with a subtenant entitled to a new lease pursuant to the terms of a subordination, non-disturbance and attornment agreement or similar agreement), which consent of such Leasehold Lender shall not be unreasonably withheld, conditioned or delayed. Upon the execution and delivery of a New Lease under this Schedule J, all security deposits of subtenants and all prepaid rent moneys of subtenants that are in Landlord's possession shall be transferred to the tenant under the New Lease, and all such leases that have been made by Landlord, shall be assigned and transferred, without recourse, by Landlord to the tenant named in such New Lease.

Section 10. If more than one Leasehold Lender has requested a New Lease, and the Leasehold Lender whose Leasehold Mortgage had the most senior lien does not execute a New Lease or does not fully comply with the provisions of this Schedule J regarding the delivery of such New Lease, Landlord shall continue to offer, seriatim in order of the priority of their respective Leasehold Mortgages, such New Lease to the remaining requesting Leasehold Lenders, who shall have ten (10) days from the date of receipt of such offer to execute such New Lease and to fully comply with the provisions regarding the delivery of such New Lease, until the earlier of (a) the execution and delivery of a New Lease and (b) the expiration of the ten (10) day offer period for the requesting Leasehold Lender whose lien is most junior. As long as any Leasehold Lender shall have the right to enter into a New Lease with Landlord pursuant to this section, Landlord shall not, without the prior written consent of all Leasehold Lender(s) that continue to have potential succession rights to a New Lease, terminate any sublease, disturb the possession, interest or quiet enjoyment of any subtenant, or accept any cancellation, termination or surrender of any such sublease (unless such termination or disturbance shall be effected as a matter of law on the termination of this Lease or is pursuant to the provisions of such sublease(s)) or enter into a lease of all or part of the Premises (except for a New Lease with a Leasehold Lender entitled to such New Lease or a new lease with a subtenant entitled to a new lease pursuant to the terms of a subordination, non-disturbance and attornment agreement or similar agreement). Upon the expiration of the aforementioned ten (10) day offer period, no Leasehold Lender shall have the right to be offered a New Lease, Landlord shall be free of all obligations to the Leasehold Lenders and shall be free to lease all or any part of the Premises at Landlord's sole discretion.

Section 11. Landlord's agreement to enter into a New Lease with Leasehold Lender shall be unaffected by the rejection of this Lease in any bankruptcy proceeding by either Landlord or Tenant. The provisions of this Schedule J shall survive the termination, rejection or disaffirmance

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of this Lease and shall continue in full force and effect thereafter to the same extent as if this Schedule J were a separate and independent contract made by Landlord, Tenant and Leasehold Lender. The provisions of this Schedule J are for the benefit of Leasehold Lender and may be relied upon and shall be enforceable by Leasehold Lender as if Leasehold Lender were a party to this Lease.

Section 12. Until each Leasehold Lender has been given a Lender Cure Notice and this Lease has been terminated, Landlord shall have no right and expressly waives any right arising under applicable law in and to the rentals, fees, and other amounts payable to Tenant under any sublease, to the extent such rentals and fees are assigned by Tenant to Leasehold Lender.

Section 13. If one or more Leasehold Mortgages is in effect, then, without the prior written consent of every Leasehold Lender that has delivered the Lender Notice to Landlord: (a) this Lease shall not be modified, amended or terminated by the Parties hereto, and (b) the Premises shall not be surrendered by Tenant, and Landlord shall not accept any such surrender of this Premises by Tenant. Notwithstanding the foregoing, (i) this Lease may be terminated by the Parties, and the Premises surrendered by Tenant in connection with such termination, in connection with a casualty or condemnation in accordance with the terms of this Lease, and (ii) Landlord may terminate this Lease by reason of Tenant's default in accordance with the terms and conditions of this Lease, subject to the Leasehold Lender's rights under this Schedule J. If a Leasehold Lender becomes the owner of the leasehold estate, such Leasehold Lender shall not be bound by any modification, amendment, or termination of this Lease made subsequent to the date of its Leasehold Mortgage and delivery to Landlord of the Lender Notice except for (i) a termination effected in connection with a casualty or condemnation in accordance with the terms of this Lease, and (ii) a termination occurring by reason of Tenant's default in accordance with the terms and conditions of this Lease, subject to the Leasehold Lender's rights under this Schedule J, and (iii) a modification or amendment effected with such Leasehold Lenders' consent.

Section 14. If and when a Leasehold Lender or its designee succeeds Tenant as the tenant under this Lease or becomes the tenant under a New Lease, as the case may be, it may assign this Lease and/or sublease all or part of the Premises subject to the provisions of Article 19, provided the assignee or sublessee (as applicable) is not a Prohibited Person.

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SCHEDULE K

LITIGATION

The action entitled *In the Matter of Hofstra University v Nassau County Planning Commission, et al*, Supreme Court, Nassau County, Index No. 606293/2023 and related proceedings.

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SCHEDULE L

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

(attached)

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: LVS NY Holdco 2, LLC

Address: 5420 S. Durango Drive

City: Las Vegas State/Province/Territory: NV Zip/Postal Code: 89113

Country: US

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: Other (specify) Limited Liability Company

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name David Zachary
Last Name Hudson
MI _____ Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country [REDACTED]
Position President, LVS NY HoldCo 2, LLC

First Name Robert
Last Name Cilento
MI _____ Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country [REDACTED]
Position Treasurer, LVS NY Holdco 2, LLC

First Name Randy
Last Name Hyzak
MI _____ Suffix _____

Address [REDACTED]

City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]

Country [REDACTED]

Position Secretary, LVS NY Holdco 2, LLC

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

LVS NY Holdco 2, LLC is a wholly owned subsidiary of Las Vegas Sands Corp. (LVSC), a publicly traded company. Attached is a copy of LVSC's 10K dated February 7, 2024.

1 File(s) uploaded: 24.02.07 CCVD Attachment 5 Las Vegas Sands Corp. 10-K.pdf

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (If none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Please see LVSC 10K attached in Item #5 above.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES NO

(a) Name, title, business address and telephone number of lobbyist(s):

Please see Attachment 7 in response to 7a, 7b and 7c.

1 File(s) uploaded: 24.07.17 CCVD Attachment 7 Lobbyist.pdf

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

Please see Attachment 7 in response to 7a, 7b and 7c.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York)

State):
Please see Attachment 7 in response to 7a, 7b and 7c.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Ivie Dumlao [IVIE.DUMLAO@SANDS.COM]

Dated: 07/18/2024 12:43:29 am

Title: Manager - Legal Office, LVSC

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [if applicable]
 Lease for Operation of Nassau Veterans
 Memorial Coliseum
 Project: _____
 Date: _____

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency and the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full BAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

	☑ NO	☐ YES	
1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1, D.1) <i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☐	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☐	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☐	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☐	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☐	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☐	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☐	☐
h. Other impacts: _____		☐	☐

2. Impact on Geological Features
 The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1, E.2.g) NO YES
If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water
 The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1, D.2, E.2.h) NO YES
If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

1. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1, D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1, E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____	<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air The proposed action may include a state regulated air emission source. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1, D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO ₂)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
ii. More than 3.5 tons/year of nitrous oxide (N ₂ O)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
iv. More than .045 tons/year of sulfur hexafluoride (SF ₆)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflouorocarbons (HFCs) emissions	D2g	<input type="checkbox"/>	<input type="checkbox"/>
vi. 43 tons/year or more of methane	D2h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1, E.2. m.-q.) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources			
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1, E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a.	Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	<input type="checkbox"/>	<input type="checkbox"/>
b.	The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	<input type="checkbox"/>	<input type="checkbox"/>
c.	The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d.	The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e.	The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	<input type="checkbox"/>	<input type="checkbox"/>
f.	There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2-3 mile 3-5 mile 5+ mile	<input type="checkbox"/>	<input type="checkbox"/>
g.	Other impacts: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1, E.3.e, f, and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a.	The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	<input type="checkbox"/>	<input type="checkbox"/>
b.	The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	<input type="checkbox"/>	<input type="checkbox"/>
c.	The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	<input type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1, C.2.c, E.1.c., E.2.q.) <i>If "Yes", answer questions a - e. If "No", go to Section 12.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b, E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c, E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1, E.3.d) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - c. If "No", go to Section 13.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation
 The proposed action may result in a change to existing transportation systems. NO YES
 (See Part 1. D.2.j)
 If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other Impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy
 The proposed action may cause an increase in the use of any form of energy. NO YES
 (See Part 1. D.2.k)
 If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1g, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____			

15. Impact on Noise, Odor, and Light
 The proposed action may result in an increase in noise, odors, or outdoor lighting. NO YES
 (See Part 1. D.2.m., n., and o.)
 If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part I.D.2.q, E.1. d. f. g. and h.)
If "Yes", answer questions a - m. If "No", go to Section 17.

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2a, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____			

17. Consistency with Community Plans			
The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2, and C.3.) <i>If "Yes", answer questions a - h. If "No", go to Section 18.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character			
The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If "Yes", answer questions a - g. If "No", proceed to Part 3.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

PRINT FULL FORM

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

N/A -- the proposed action solely consists of the execution of a lease for the use, occupancy, operation, maintenance and security of the existing Coliseum. This lease does not contemplate nor does it authorize redevelopment of the Coliseum property. Thus, no significant adverse impacts would result from implementation of the proposed action.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

Identify portions of EAF completed for this Project: Part 1 Part 2 Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information
The proposed lease between Nassau County and LVS NY Holdco 2, LLC

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
Nassau County Legislature as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Lease for Use, Occupancy, Operation and Maintenance of Existing Nassau Veterans Memorial Coliseum property

Name of Lead Agency: Nassau County Legislature

Name of Responsible Officer in Lead Agency: The Honorable Howard J. Kopel

Title of Responsible Officer: Presiding Officer

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person: Michael C. Pultzer, Clerk of the Nassau County Legislature

Address: Theodore Roosevelt Executive & Legislative Building, 1850 Franklin Avenue, Mineola, NY 11501

Telephone Number: 516-571-4252

E-mail: mpultzer@nassaucountyny.gov

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

PRINT FULL FORM

State Environmental Quality Review (SEQR)
NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Proposed Lease for Use, Occupancy, Operation, Maintenance, and Security of Existing Nassau Veterans Memorial Coliseum Property

Project Number: _____

Date: ___/___/2024

This notice is issued pursuant to Article 8 of the Environmental Conservation Law (State Environmental Quality Review Act ["SEQRA"]) and the implementing regulations therefor at 6 NYCRR Part 617.

The Nassau County Legislature, as lead agency, has determined, subsequent to review of the Full Environmental Assessment Form (Parts 1 and 2) and all attachments, and testimony provided and information presented to the Nassau County Legislature, that the proposed action, described below, will not have a significant adverse impact on the environment, and an Environmental Impact Statement ("EIS") will not be prepared.

Lead Agency: Nassau County Legislature

Name of Proposed Action: Lease for Use, Occupancy, Operation, Maintenance, and Security of Existing Nassau Veterans Memorial Coliseum property

SEQRA Status: Unlisted

Description of Action: The proposed action consists of the execution of a lease for the use, occupancy, operation, maintenance, and security of the existing Coliseum. This lease does not contemplate nor does it authorize development or redevelopment of the Coliseum property.

Location: The subject property is situated at 1255 Hempstead Turnpike (Nassau Veterans Memorial Coliseum Parcels), Uniondale, New York. The subject property includes approximately 71.6 acres designated on the Nassau County Tax Maps as Section 44 - Block F - Lots 351, 411, 412, 415.

Reasons supporting this determination:

In accordance with SEQRA and its implementing regulations at 6 NYCRR Part 617, the Nassau County Legislature using the Full Environmental Assessment Form and other documents and materials referenced herein and comparing same to the thresholds set forth in 6 NYCRR §617.4 and §617.5 has determined that this project is an Unlisted action. Coordinated review has been conducted.

The proposed action includes the approval of a lease between the County of Nassau and LVS NY Holdco 2, LLC solely for the use, occupancy, operation, maintenance, and security of the existing Coliseum. This lease does not contemplate nor does it authorize development or redevelopment of the Coliseum property.

Based upon the information contained in the Full Environmental Assessment Form (Parts 1 and 2) and attachments, and testimony provided and information presented, the Nassau County Legislature, after due deliberation, review and analysis of the aforesaid information and the criteria set forth in 6 NYCRR §617.7(c), determines that the proposed action will not result in significant adverse impacts to the environment. This determination is supported by the fact that the proposed action consists solely of the approval of a lease to allow for the use, occupancy, operation, maintenance, and security of the existing Nassau Veterans Memorial Coliseum property for the same purposes as it currently is, and has historically been, used and occupied, and no development or redevelopment is authorized by this lease. Accordingly:

- no increase in solid waste generation would result due to this action. Thus, implementation of the proposed action will not adversely impact regional solid waste management practices.
- the proposed action would not result in an increase in water use or sanitary discharge. As such, no adverse impacts to groundwater or surface water quantity or quality would result from implementation of the proposed action. Moreover, as there will be no physical change to any property as part of the proposed action, there would not be an increase in the potential for erosion or flooding.
- there would be no increase in traffic, air quality or noise impacts, as implementation of the proposed action would continue the current and historical use of the site. Thus, no adverse traffic, air quality or noise impacts would result.
- the proposed action would not result in the removal or destruction of vegetation or fauna; interference with the movement of any resident or migratory fish or wildlife species; impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources.
- as the affected property is not situated in a Critical Environmental Area ("CEA"), the proposed action would not impair the environmental characteristics of a CEA.
- the proposed action would not result in the creation of a material conflict with a community's current plans or goals as officially approved or adopted.
- implementation of the proposed action would not adversely impact the character or quality of important historical, archaeological, architectural or aesthetic resources or of existing community or neighborhood character.

- the proposed action would not result in a change in the use of either the quantity or type of energy.
- the proposed action would not result in the creation of a hazard to human health.
- the proposed action would not change the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses.
- the proposed action would not attract a large number of people to the subject site, compared to the number of people who would come to the subject site absent the action.
- the proposed action would not create a material demand for other actions that would result in significant adverse impacts.
- implementation of the proposed action would not result in changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a significant adverse impact on the environment.
- implementation of the proposed action would not result in cumulative impacts that would meet any of the criteria set forth within 6 NYCRR §617.7(e).

SEQRA Negative Declaration

Name and Title of Responsible Officer in Lead Agency

Signature of Responsible Officer

Name and Title of Preparer

Signature of Preparer

For Further Information:

Contact Person: Michael C. Pulitzer
Clerk of the Nassau County Legislature

Address: Theodore Roosevelt
Executive & Legislative
Building
1550 Franklin Avenue
Mineola, New York 11501

Telephone Number: 516-571-4252

E-Mail Address: mpulitzer@nassaucountyny.gov

For this Unlisted Action, a copy of this Negative Declaration is maintained in the files of the lead agency and has been distributed to:

Applicant: The Honorable Bruce Blakeman, Nassau County Executive
1550 Franklin Avenue
Mineola, New York 11501

Chief Executive
Officer of the

Town of Hempstead: The Honorable Donald X. Clavin, Supervisor
Town of Hempstead
Town Hall
One Washington Street
Hempstead, New York 11550

Involved Agencies: The Honorable Bruce Blakeman, Nassau County Executive
1550 Franklin Avenue
Mineola, New York 11501

Sheldon L. Shrenkel, CEO/Executive Director
Nassau County Industrial Development Agency
One West Street – Fourth Floor
Mineola, New York 11501

Lessee: LVS NY Holdco 2, LLC
5420 S. Durango Drive
Las Vegas, Nevada 89113

Environmental Notice Bulletin at: enb@gw.dec.state.ny.us

ENB, NYS Department of Environmental Conservation
625 Broadway
Albany, New York 12233-1750

NASSAU COUNTY OPEN SPACE AND PARKS ADVISORY COMMITTEE

LEASE OF COUNTY-OWNED PROPERTY

NCPC-OSPAC FILE NO: 2-2024

WHEREAS, pursuant to Title 47, Section 1 of the Miscellaneous Laws of Nassau County, the Nassau County Open Space and Parks Advisory Committee ("OSPAC") was established to provide review, evaluation, and where appropriate, recommendations concerning Nassau County's (the "County") open space, parks, and other areas of recreational, cultural, archeological, habitat or historic significance;

WHEREAS, OSPAC is required to review all leases of County land to non-governmental entities and make recommendations to the Nassau County Planning Commission ("NCPC") with respect thereto regarding the impact that such lease has on open space, parks, and areas of cultural, archeological, habitat, or historic significance pursuant to Title 47, Section 3(e) of the Miscellaneous Laws of Nassau County and Nassau County Administrative Code Section 11-8.0;

WHEREAS, the NASSAU COUNTY EXECUTIVE signed a lease with LVS NY HOLDCO 2, LLC ("Sands") for certain parcels of land in Nassau County including the Nassau Veterans Memorial Coliseum (the "Coliseum") on May 26, 2023,

WHEREAS, that lease was annulled by order of the New York Supreme Court, Nassau County on November 9, 2023,

WHEREAS, following that annulment, the County of Nassau and Sands entered into a Use & Occupancy Permit to permit Sands to continue to use and occupy the Coliseum and certain surrounding land,

WHEREAS, the NASSAU COUNTY EXECUTIVE'S OFFICE forwarded to the COMMISSION a proposal for the execution of a new lease between the County of Nassau and Sands for the Coliseum site ("Proposal"), more particularly described as:

NCPC-OSPAC FILE# 2-2024

Section: 44, Block: F, Lot(s): 351, 411, 412 & 415
1255 Hempstead Turnpike, Uniondale, Town of Hempstead

WHEREAS, the NCPC forwarded to OSPAC the Proposal for review pursuant to Nassau County Administrative Code Section 11-8.0;

WHEREAS, OSPAC held a public meeting concerning the proposal on June 18, 2024,

WHEREAS, the NCPC held a public hearing concerning the Proposal on June 20, 2024 ("Public Hearing"), in accordance with N.Y. Public Officers Law, notice of which was sent to Nassau County Legislator Siela A. Bynoe, and Town of Hempstead Supervisor Donald X. Clavin, Jr., as well as to all surrounding property owners within a 150 ft. radius, with regard to the Proposal;

WHEREAS, OSPAC is required to report any recommendations concerning the Proposal to NCPC within thirty (30) days of the Public Hearing pursuant to Nassau County Administrative Code Section 11-8.0; and

WHEREAS, while Sands intends to seek to develop a casino at the Coliseum site, the proposed lease does not authorize the Coliseum site to (i) be developed or (ii) used for a casino,

WHEREAS, OSPAC has conducted its review in accordance with an order of the New York Supreme Court, Nassau County,

WHEREAS, pursuant to Nassau County Administrative Code Section 11-8.0 and Title 47, Section 3(e), OSPAC hereby issues the following recommendation to the NCPC regarding the Proposal; and

NOW THEREFORE BE IT RESOLVED that, based upon review of the Proposal, OSPAC finds that the Proposal has no impact on County open space or parks or any areas of cultural, archeological, habitat, or historic significance or of an otherwise environmentally sensitive nature and hereby recommends that the NCPC recommend the Proposal without condition.

The foregoing resolution was offered:

The resolution herein was, in accordance with all applicable law, duly considered, moved, and adopted by the following vote:

Ralph Fumante, Chair	AYE
Paolo Pironi, Vice Chair	AYE
Matthew T. Meng	ABSTAIN
Lauren Morlarty	AYE
Jason Steinberg	AYE
Yaron Levy	AYE
Ruca Anzai	AYE

Committee members Monolita Mitra and Daniel Casella were not present.

The Chair declared the resolution duly adopted.

OSPAC 2-2024

Adopted: July 10, 2024

This resolution may be modified to allow for the correction of any mathematical, graphical and/or clerical errors, and to finalize any placeholders to reflect the vote, subsequent to any approval and adoption of said resolution without the necessity for a vote to be taken by the Nassau County Open Spaces and Parks Advisory Committee if said resolution is approved and adopted by the affirmative vote of a majority of said Nassau County Open Spaces and Parks Advisory Committee.

Resolution of Nassau County OSPAC

Adopted: July 10, 2024

OSPAC File# 2-2024

NASSAU COUNTY PLANNING COMMISSION

LEASE OF COUNTY-OWNED PROPERTY & SEQRA RECOMMENDATIONS

NCPC-OSPAC FILE NO: 2-2024

WHEREAS, pursuant to Nassau County Administrative Code Section 11-8.0, the NASSAU COUNTY PLANNING COMMISSION (the "COMMISSION") issues the following recommendations to the NASSAU COUNTY LEGISLATURE (the "LEGISLATURE") and the NASSAU COUNTY EXECUTIVE regarding the lease of real property owned by Nassau County;

WHEREAS, the NASSAU COUNTY EXECUTIVE signed a lease with LVS NY HOLDCO 2, LLC ("Sands") for certain parcels of land in Nassau County including the Nassau Veterans Memorial Coliseum (the "Coliseum") on May 26, 2023;

WHEREAS, that lease was annulled by order of the New York Supreme Court, Nassau County on November 9, 2023, and remains annulled pending appeal of the order;

WHEREAS, following that annulment, the County of Nassau and Sands entered into a Use & Occupancy Permit to permit Sands to continue to use and occupy the Coliseum and certain surrounding land;

WHEREAS, the NASSAU COUNTY EXECUTIVE'S OFFICE forwarded to the COMMISSION a proposal for the execution of a new lease between the County of Nassau and Sands for the Coliseum site ("Proposal"), more particularly described as:

NCPC-OSPAC FILE# 2-2024

Section: 44, Block: F, Lot(s): 351, 411, 412 & 415
1255 Hempstead Turnpike, Uniondale, Town of Hempstead

WHEREAS, the COMMISSION forwarded the Proposal to the NASSAU COUNTY OPEN SPACE AND PARKS ADVISORY COMMITTEE ("OSPAC");

WHEREAS, OSPAC held a public meeting concerning the Proposal on June 18, 2024;

WHEREAS, the COMMISSION held a public hearing concerning the Proposal on June 20, 2024, in accordance with the New York State Public Officers Law, notice of which hearing was sent to Nassau County Legislator Siela A. Bynoe, and Town of Hempstead Supervisor Donald X. Clavin, Jr., as well as to all surrounding property owners within a 150 ft. radius;

WHEREAS, at its public meeting concerning the Proposal on July 10, 2024, OSPAC "[found] that the Proposal has no impact on County open space or parks or any areas of cultural, archeological, habitat, or historic or of an otherwise environmentally sensitive nature and hereby recommends that the NCPC recommend that Proposal without condition";

WHEREAS, pursuant to Section 1611(2)(a) of the Nassau County Charter, the Nassau County Department of Public Works – Office of Real Estate Services has requested that the COMMISSION provide advice, pursuant to the New York State Environmental Quality Review Act ("SEQRA"), with respect to the Proposal;

WHEREAS, upon review of the Town of Hempstead zoning ordinance, the acquisition of the subject property by an adjacent owner could not result in a single lot that could be subdivided for residential development as of right;

WHEREAS, no covenants or restrictions were imposed as a condition of recommendation by the COMMISSION;

WHEREAS, the Proposal does not authorize the Coliseum site to be (i) developed or (ii) used for a casino;

WHEREAS, pursuant to Nassau County Administrative Code Section 11-8.0, the COMMISSION considers the Nassau County Comprehensive Master Plan ("1998 Plan"), the 2003 and 2008 Updates to that Master Plan, and the draft 2010 Nassau County Master Plan (collectively, the "Master Plan"), in making recommendations to the Legislature;

WHEREAS, in reviewing the Proposal, the COMMISSION has considered the Proposal's adherence to the goals laid out in the Master Plan, including:

- That the County should "[p]rotect and preserve the County's critical natural resources, including the wetlands, aquifers, shorelines, water bodies, open space, significant vegetation and nature preserves." (1998 Plan, p. III-7.)
- That the County should "[p]rotect the quality and quantity of Nassau County's groundwater and surface water resources." (1998 Plan, p. III-21.)
- That the County "[s]trengthen the economy . . . by encouraging economic development activities which will provide jobs, increase the tax base, ensure a stable land use pattern, and diversify the County's employment sectors." (1998 Plan, p. VI-4.)
- That the County "[s]upport initiatives which are targeted at strengthening and improving the County's downtowns and Centers." (1998 Plan, p. VI-15.)
- That the County "[s]upport and enhance the cultural facilities, services, programs and events in the County to improve the quality of life and encourage tourism." (1998, p. VII-4.)
- That the County "should coordinate with the Open Space and Parks Advisory Committee ('OSPAC') and other entities to ensure that existing tools for the preservation and protection of Open Space are used effectively." (2003 Plan, p. 43.)
- That the County should "promote and support its traditional downtowns through community-based planning, public investment in infrastructure, programs to strengthen cultural and retail activities, and marketing." (2003 Plan, p. 44.)
- That the County "should target its economic development and planning resources toward the revitalization of low-income areas where opportunities for economic growth and development have historically been overlooked." (2003 Plan, p. 44.)
- That the County "should develop and adopt an energy policy to be factored into its decisions related to real estate consolidation, economic development policy, investments in technology and other matters." (2003 Plan, p. 44.)
- That the County "should build on recent accomplishments in attracting and promoting national sports and cultural events at County facilities." (2003 Plan, p. 45.)
- That the County "should additionally promote its wide range of cultural, historic and retail destinations to maximize the economic strength of its tourism industry." (2003 Plan, p. 45.)
- That the County, "[o]ver the next twenty years, . . . focus on attracting approximately 20,000 new leisure and hospitality jobs in the sports, entertainment & tourism industries." (2010 Plan, Chapter 2: The Economy, p.47.)
- That the County should "[i]dentify areas prone to greater risk from climate change and restrict development in those areas." (2010 Plan, Action Plan p. 16.);

WHEREAS, the COMMISSION finds that the Proposal is in accordance with the Master Plan;

WHEREAS, pursuant to Nassau County Administrative Code Section 11-8.0, the COMMISSION considers the criteria governing review by OSPAC set forth in Title 47 of the Miscellaneous Laws of Nassau County in making recommendations to the Legislature, specifically:

- The “goals and requirements contained in” the documents referenced in Title 47(4)(a) of the Miscellaneous Laws of Nassau County;
- Whether “the project will preserve, protect, restore and enhance environmentally sensitive areas or new or existing recreation lands, including open space, parks, cultural resources, historic and archeological properties, coastal and habitat areas, beaches, waterfronts, waterways, wetlands, and marinas”; and
- Whether “the project will preserve, protect, restore and enhance important natural areas of environmental significance or with rare or unique features or an environmental, cultural, archeological, habitat or historic nature.”;

WHEREAS, the COMMISSION finds that the Proposal is in accordance with those criteria;

WHEREAS, the COMMISSION has conducted its review in accordance with an order of the New York Supreme Court, Nassau County;

NOW THEREFORE BE IT RESOLVED that, based upon review of the environmental documents and supporting documentation, the COMMISSION recommends that the LEGISLATURE find that the proposed action regarding NCPAC-OSPAC #2-2024 be classified as an unlisted action and determine that it will not have a significant adverse impact on the environment; and be it further

RESOLVED, that the COMMISSION hereby recommends that the LEGISLATURE complete the review of the proposed action under SEQRA by classifying the action as an unlisted action and issuing a **NEGATIVE DECLARATION**; and be it further

RESOLVED, that the COMMISSION hereby recommends that the LEGISLATURE approve the Proposal without condition.

The foregoing resolution was offered;

The resolution herein was, in accordance with all applicable law, duly considered, moved, and adopted by the following vote:

Leonard Shapiro, Chair	NOT PRESENT
Jeffrey Greenfield, Vice-Chair	AYE
Neal Lewis, 3rd Vice-Chair	AYE
Dana Durso	AYE
Ronald J. Ellerbe	NOT PRESENT
Murray Forman	NOT PRESENT
Denise Gold	AYE
Khandan Kalaty	AYE
Reid Sakowich	AYE

The Chair declared the resolution duly adopted.

OSPAC 2-2024

Adopted: July 18, 2024

This resolution may be modified to allow for the correction of any mathematical, graphical and/or clerical errors, and to finalize any placeholders to reflect the vote, subsequent to any approval and adoption of said resolution without the necessity for a vote to be taken by the Nassau County Planning Commission if said resolution is approved and adopted by the affirmative vote of a majority of said Nassau County Planning Commission.

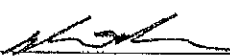
Resolution of Nassau County Planning Commission
Adopted: July 18, 2024
OSPAC File# 2-2024

STATE OF NEW YORK)
) SS:
COUNTY OF NASSAU)

I, William Nimmo, Deputy Commissioner for the Nassau County Planning Commission, do hereby certify, that I have compared the preceding with the original resolution passed by the Planning Commission of Nassau County, New York, on July 14, 2024 on file in my office and recorded in the record of proceedings of the Planning Commission of the County of Nassau and do hereby certify the same to be a correct transcript therefrom and of the whole said original.

I further certify that the resolution herein above was passed by the concurring affirmative vote of the Planning Commission of the County of Nassau.

IN WITNESS WHEREOF, I have hereunto set my hand,
This 18th day of July in the year of 2024.



WILLIAM NIMMO, DEPUTY COMMISSIONER
NASSAU COUNTY PLANNING COMMISSION

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 07/17/2024

1) Proposer's Legal Name: LVS NY Holdco 2, LLC

2) Address of Place of Business: 5420 S. Durango Drive

City: Las Vegas State/Province/Territory: NV Zip/Postal Code: 89113

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: (702) 449-9311

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number:

5) Federal I.D. Number:

6) The proposer is a: Other (Describe) Limited Liability Company

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?

YES NO If yes, please provide details:

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES NO If yes, please provide details:

Wholly owned subsidiary of Las Vegas Sands Corp.

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES NO If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES NO If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

Please see Attachment 13.

1 File(s) uploaded: 24.07.15 BHF Attachment 13 - Investigations.pdf

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action

taken.

[Empty response box]

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES [] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

[Empty response box]

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES [] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

[Empty response box]

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES [] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

[Empty response box]

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [X] NO [] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

Please see Attachment 13.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

[Empty response box]

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

Tracey Edwards (SVP - New York Corporate Social Responsibility Officer for LVSC) holds an unpaid position as the Chairwoman of the Board of Trustees for the Long Island Power Authority (Nassau County). Ms. Edwards was appointed to the position by Gov. Hochul. Please note that Ms. Edwards is employed by applicant's parent publicly traded company.

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

We have a Conflict of Interest Policy in place which requires prompt disclosure of any possible conflicts. We also have a robust third-party due diligence process, which includes a Compliance Questionnaire that has a question aimed at identifying possible conflicts of interest with third-parties with whom we do business.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES [] NO [X]

Is the proposer an individual?

YES [] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

02/13/2023

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

LVS HoldCo 2, LLC is a wholly owned subsidiary of parent Las Vegas Sands Corp. (LVSC) a publicly traded company. LVSC Address: 5420 S. Durango Drive, Las Vegas, NV 89113.

- iii) Name, address and position of all officers and directors of the company. If none, explain.

David Zachary Hudson, President - [REDACTED]
Randy Hyzak, Secretary - [REDACTED]
Robert Cilento, Treasurer - [REDACTED]

- iv) State of incorporation (if applicable);

NV

- v) The number of employees in the firm;

0

- vi) Annual revenue of firm;

0

- vii) Summary of relevant accomplishments

Please see attached Las Vegas Sands Corp. 10k dated February 7, 2024.

1 File(s) uploaded: 24.02.07 BHF Attachment AVII Las Vegas Sands Corp. 10-K.pdf

- viii) Copies of all state and local licenses and permits.

1 File(s) uploaded: 24.07.12 BHF Attachment A VIII LVS NY HOLDCO2 LLC.pdf

B. Indicate number of years in business.

2

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Please see attached Las Vegas Sands Corp. 10k dated February 7, 2024.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company RXR
Contact Person Paul Degregorio (VP, Project Executive, Construction Services)
Address 75 Rockefeller Plaza, Suite 1300
City New York State/Province/Territory NY
Country US
Telephone (212) 390-9685
Fax # _____
E-Mail Address pdegregorio@rxr.com

Company Populous
Contact Person Jonathan Mallie (Global Director)
Address 601 West 26th Street, Suite 1737
City New York State/Province/Territory NY
Country US
Telephone (917) 261-3422
Fax # _____
E-Mail Address Jonathan.Mallie@populous.com

Company JB&B
Contact Person Richard McFadden (Managing Partner)
Address 80 Pine Street, 12th Floor
City New York State/Province/Territory NY
Country US
Telephone (212) 530-9353
Fax # _____
E-Mail Address mcfaddenr@jbb.com

I, Ivie Dumlao , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Ivie Dumlao , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: LVS NY Holdco 2, LLC

Electronically signed and certified at the date and time indicated by:
Ivie Dumlao IVIE.DUMLAO@SANDS.COM

Manager - Legal Office, LVSC
Title

07/18/2024
Date

ATTORNEY/CLIENT PRIVILEGED AND CONFIDENTIAL

BUSINESS HISTORY FORM ATTACHMENT #13

Publicly traded parent company Las Vegas Sands Corp. (LVSC) and its subsidiaries operate in a highly regulated industry and are subject to investigations and regulatory inquiries in the normal course of business. Over the last five years, the company has been licensed to operate gaming establishments in Nevada, Singapore, Macao and Pennsylvania and been subject, as relevant here, to the jurisdiction of the following gaming regulators:

1. Singapore Gambling Regulatory Authority
2. Macao Gaming and Inspection Coordination Bureau
3. Nevada Gaming Control Board
4. Great Britain Gambling Commission
5. Swedish Gambling Authority
6. Bulgarian National Revenue Agency

From time to time, the above regulatory agencies listed in 1-3 above have conducted investigations and imposed fines; however, none have adversely impacted the company's operations, or resulted in a suspension or revocation of our gaming licenses. Further, remedial measures have been taken in each instance as appropriate. Dispositions of investigations which required disciplinary action are generally publicly available with each of the above agencies. Please note that the regulatory agencies listed in 4 - 6 above are recent additions in connection with the company's new digital live remote dealer business (B2B Supplier) that has not yet launched. These regulators have conducted routine licensing investigations of LVSC and/or its subsidiaries but have not imposed any disciplinary actions or fines.

In addition to the foregoing, a subsidiary of LVSC, under the jurisdiction of the US Department of Transportation Federal Aviation Administration (FAA), was investigated for compliance with passenger flight regulations in connection with LVC's prior gaming operations in Las Vegas, Nevada¹. On December 21, 2023, the subsidiary and FAA agreed to settle the matter without further court or administrative proceedings.

If further information is required regarding any of the above or other confidential matters, details can be provided upon request.

¹ As of February 2022, the Company no longer has gaming operations in Nevada.

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for LVS NY HOLDCO 2, LLC, File Number 230214003444 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on February 14, 2023.



Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

Authentication Number: 100002977075 To Verify the authenticity of this document you may access the
Division of Corporation's Document Authentication Website at <http://ecomp.dos.ny.gov>



Division of Corporations,
State Records and
Uniform Commercial Code

Department of State
DIVISION OF CORPORATIONS,
STATE RECORDS AND
UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12281-0001
<https://dos.ny.gov>

APPLICATION FOR AUTHORITY OF

LVS NY HOLDCO 2, LLC

(Insert name of Foreign Limited Liability Company)

Under Section 802 of the Limited Liability Company Law

FIRST: The name of the foreign limited liability company is:

LVS NY HOLDCO 2, LLC

The fictitious name under which the foreign limited liability company will do business in New York is:

(Complete only if the foreign limited liability company's true name is not acceptable for authorization pursuant to §204 of the Limited Liability Company Law. The fictitious name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

SECOND: The jurisdiction of organization of the foreign limited liability company is:

Nevada

The date of its organization is: February 13, 2023

THIRD: The county within New York State in which the office of the foreign limited liability company is to be located or if the foreign limited liability company shall maintain more than one office in this state, the county within New York State in which the principal office of the foreign limited liability company is to be located is: Nassau County

(Complete with the name of a New York State county. Please note that the limited liability company is not required to have an actual physical office in New York State.)

FOURTH: The Secretary of State is designated as agent of the foreign limited liability company upon whom process against the foreign limited liability company may be served.

The post office address to which the Secretary of State shall mail a copy of any process against the foreign limited liability company served upon the Secretary of State by personal delivery is:

Corporation Service Company

80 State Street, Albany, New York, 12207-2543

(Optional) The email address to which the Secretary of State shall email a notice of the fact that process against the foreign limited liability company has been served electronically upon the Secretary of State is:

FIFTH: (Check and complete the statement that applies)

The foreign limited liability company is required to maintain an office in the jurisdiction of its formation.

The address of its office is:

8600 Haven Street, Las Vegas, Nevada 89119

The foreign limited liability company is not required to maintain an office in the jurisdiction of its formation.

The address of the principal office of the foreign limited liability company is:

SIXTH: The foreign limited liability company is in existence in its jurisdiction of formation at the time of the filing of this application.

SEVENTH: The Articles of Organization of the foreign limited liability company were filed with the following officer in the jurisdiction of its formation:

Officer (e.g. "Secretary of State"): Francisco V. Aguilar, Secretary of State

The address of the officer is: 101 North Carson Street, Suite 3, Las Vegas, Nevada 89701

X 
(Signature)

D. Zachary Hudson
(Type or print name)

- Capacity of signer (Check appropriate box):
- Member
 - Manager
 - Authorized Person

Filed with the NYS Department of State on 02/14/2023
Filing Number: 230214003444 DOS ID: 6732297

SECRETARY OF STATE



**CERTIFICATE OF EXISTENCE
WITH STATUS IN GOOD STANDING**

I, FRANCISCO V. AGUILAR, the duly qualified and elected Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporations sole, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **LVS NY HOLDCO 2, LLC**, as a DOMESTIC LIMITED-LIABILITY COMPANY (86) duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since 02/13/2023, and is in good standing in this state.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 02/13/2023.

FRANCISCO V. AGUILAR
Secretary of State

Certificate Number: B202302133391122

You may verify this certificate
online at <http://www.nvsos.gov>

Filed with the NYS Department of State on 02/14/2023
Filing Number: 230214003444 DOS ID: 6732297

APPLICATION FOR AUTHORITY
OF

LVS NY HOLDCO 2, LLC

(Insert name of Foreign Limited Liability Company)

Under Section 802 of the Limited Liability Company Law

Filer's Name and Mailing Address:

Jennifer Rohrbach

Name:

Greenberg Traurig, LLP

Company, if Applicable:

10845 Griffith Peak Drive, Suite 600

Mailing Address:

Las Vegas, Nevada 89136

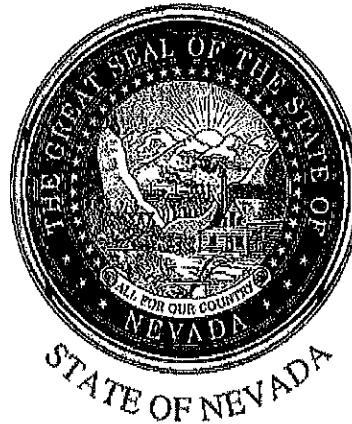
City, State and Zip Code:

NOTES:

1. This form was prepared by the New York State Department of State for filing an application for authority for a foreign limited liability company to conduct business in New York State. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal supply stores.
2. Attach a Certificate of Existence, Certificate of Good Standing or Certificate of Status from the official who files and maintains limited liability company records in the jurisdiction of the foreign limited liability company's formation.
3. The name of the foreign limited liability company and its date of formation provided on this document must exactly match the name of the foreign limited liability company and, if applicable, the date of formation stated in the Certificate of Existence, Certificate of Good Standing or Certificate of Status.
4. The Department of State recommends that legal documents be prepared under the guidance of an attorney.
5. The application for authority must be submitted with a \$250 filing fee made payable to the Department of State.

(For office use only)

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

LVS NY HOLDCO 2, LLC

Nevada Business Identification # NV20232698516

Expiration Date: 02/28/2025

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 02/19/2024.

Certificate Number: B202402194362299

You may verify this certificate
online at <http://www.nvsos.gov>

FRANCISCO V. AGUILAR
Secretary of State

FRANCISCO V. AGUILAR
Secretary of State

DEPUTY BAKKEDAHL
Deputy Secretary for
Commercial Recordings

STATE OF NEVADA



OFFICE OF THE
SECRETARY OF STATE

Commercial Recordings Division
401 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7138
North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

Business Entity - Filing Acknowledgement

02/19/2024

Work Order Item Number: W2024021900641 - 3472362
Filing Number: 20243828806
Filing Type: Annual List
Filing Date/Time: 02/19/2024 12:04:55 PM
Filing Page(s): 2

Indexed Entity Information:

Entity ID: E29524202023-1

Entity Name: LVS NY HOLDCO 2, LLC

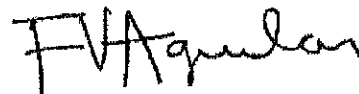
Entity Status: Active

Expiration Date: None

Commercial Registered Agent
CORPORATION SERVICE COMPANY*
112 NORTH CURRY STREET, Carson City, NV 89703, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,



FRANCISCO V. AGUILAR
Secretary of State



FRANCISCO V. AGUILAR
 Secretary of State
 401 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

Annual or Amended List and State Business License Application

ANNUAL **AMENDED** (check one)

List of Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:

LVS NY HOLDCO 2, LLC
 NAME OF ENTITY

NV20232698516

Entity or Nevada Business
 Identification Number (NVID)

TYPE OR PRINT ONLY - USE DARK INK ONLY - DO NOT HIGHLIGHT

IMPORTANT: Read instructions before completing and returning this form.

Please indicate the entity type (check only one):

- Corporation
 - This corporation is publicly traded, the Central Index Key number is:
- Nonprofit Corporation (see nonprofit sections below)
- Limited-Liability Company
- Limited Partnership
- Limited-Liability Partnership
- Limited-Liability Limited Partnership
- Business Trust
- Corporation Sole

Filed in the Office of <i>F. Aguilar</i> Secretary of State State Of Nevada	Business Number E29524202023-1 Filing Number 20243828806 Filed On 02/19/2024 12:04:55 PM Number of Pages 2
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Additional Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers, may be listed on a supplemental page.

<p>CHECK ONLY IF APPLICABLE</p> <p>Pursuant to NRS Chapter 76, this entity is exempt from the business license fee.</p> <p><input type="checkbox"/> 001 - Governmental Entity</p> <p><input type="checkbox"/> 006 - NRS 680B.020 Insurance Co, provide license or certificate of authority number</p>
<p>For nonprofit entities formed under NRS chapter 80: entities without 501(c) nonprofit designation are required to maintain a state business license, the fee is \$200.00. Those claiming an exemption under 501(c) designation must indicate by checking box below.</p> <p><input type="checkbox"/> Pursuant to NRS Chapter 76, this entity is a 501(c) nonprofit entity and is exempt from the business license fee. Exemption Code 002</p>
<p>For nonprofit entities formed under NRS Chapter 81: entities which are Unit-owners' association or Religious, Charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C § 501(c) are excluded from the requirement to obtain a state business license. Please indicate below if this entity falls under one of these categories by marking the appropriate box. If the entity does not fall under either of these categories please submit \$200.00 for the state business license.</p> <p><input type="checkbox"/> Unit-owners' Association <input type="checkbox"/> Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. §501(c)</p>
<p>For nonprofit entities formed under NRS Chapter 82 and 80: Charitable Solicitation Information - check applicable box</p> <p>Does the Organization intend to solicit charitable or tax deductible contributions?</p> <p><input type="checkbox"/> No - no additional form is required</p> <p><input type="checkbox"/> Yes - the "Charitable Solicitation Registration Statement" is required.</p> <p><input type="checkbox"/> The Organization claims exemption pursuant to NRS 82A 210 - the "Exemption From Charitable Solicitation Registration Statement" is required</p> <p style="text-align: center;">**Failure to include the required statement form will result in rejection of the filing and could result in late fees.**</p>



FRANCISCO V. AGUILAR
 Secretary of State
 401 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
 www.nvsilverflume.gov

**Annual or Amended List
 and State Business License
 Application - Continued**

Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:

CORPORATION, INDICATE THE Managing Member:

Las Vegas Sands Corp.		USA	
Name		Country	
5420 S Durango Dr	Las Vegas	NV	89113
Address	City	State	Zip/Postal Code

None of the officers and directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X David Z. Hudson by Gail Anne Toth
 Signature of Officer, Manager, Managing Member,
 General Partner, Managing Partner, Trustee,
 Subscriber, Member, Owner of Business,
 Partner or Authorized Signer FORM WILL BE RETURNED IF

Managing Member

Title

02/19/2024

Date

UNSIGNED



BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsps.gov
www.nvsilverflume.gov

**Annual or Amended List
and State Business License
Application - Continued**

Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:

CORPORATION, INDICATE THE <u>PRESIDENT</u> , OR EQUIVALENT OF: Title: MANAGING MEMBER			
LAS VEGAS SANDS CORP. Name		USA Country	
5420 S DURANGO Address	LAS VEGAS City	NV State	89113 Zip/Postal Code
CORPORATION, INDICATE THE <u>SECRETARY</u> , OR EQUIVALENT OF: Title:			
Name		Country	
Address	City	State	Zip/Postal Code
CORPORATION, INDICATE THE <u>TREASURER</u> , OR EQUIVALENT OF: Title:			
Name		Country	
Address	City	State	Zip/Postal Code
CORPORATION, INDICATE THE <u>DIRECTOR</u> :			
Name		Country	
Address	City	State	Zip/Postal Code
FOR CORPORATION SOLE, INDICATE THE <u>SUBSCRIBER/SUCCESSOR</u> :			
Name		Country	
Address	City	State	Zip/Postal Code

None of the officers or directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

DocuSigned by:
X David Z. Hudson *David Z. Hudson*
 Signature of Officer, Manager, Managing Member, General Partner, Managing Partner, Trustee, Subscriber, Member, Owner of Business, Partner or Authorized Signer FORM WILL BE RETURNED IF UNSIGNED.

Secretary of Managing Member *David Z. Hudson*
 Title Date 2/14/2024



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES NO If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Ivie Dumlao [IVIE.DUMLAO@SANDS.COM]

Dated: 07/18/2024 12:42:05 am

Vendor: LVS NY Holdco 2, LLC

Title: Manager - Legal Office, LVSC

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: David Zachary Hudson
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: [REDACTED]

Business Address: 5420 S. Durango Drive
City: Las Vegas State/Province/Territory: NV Zip/Postal Code: 89113
Country: US
Telephone: 7029239238

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>02/13/2023</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?
YES [] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES NO If Yes, provide details.

I am an officer of Las Vegas Sands Corp. and various of its subsidiaries. I am also an officer and director of the non-profit charter school Young Woman's Leadership Academy of Las Vegas.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES NO If Yes, provide details.

Las Vegas Sands Corp. has casino licenses in Singapore and Macao and those licenses involve various contracts with those government.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

[]

b. Is there any misdemeanor charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

[]

c. Is there any administrative charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

[]

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

[]

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

[]

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

[]

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES NO If yes, provide an explanation of the circumstances and corrective action taken.

[]

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

Please see Business History Form Response re investigations

[]

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

I have none. Please see Business History Form Response re sanctions and proceedings.

[]

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

[]

I, D. Zachary Hudson, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, D. Zachary Hudson, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

LVS NY Holdco 2, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

David Zachary Hudson ZAC.HUDSON@SANDS.COM

President, LVS NY Holdco 2, LLC

Title

07/17/2024 04:42:24 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: LVS NY Holdco 2, LLC

Address: 5420 S. Durango Drive

City: Las Vegas State/Province/Territory: NV Zip/Postal Code: 89113

Country: US

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: Other (specify) Limited Liability Company

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name David Zachary
Last Name Hudson
MI _____ Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country [REDACTED]
Position President, LVS NY HoldCo 2, LLC

First Name Robert
Last Name Cilento
MI _____ Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country [REDACTED]
Position Treasurer, LVS NY Holdco 2, LLC

First Name Randy
Last Name Hyzak
MI _____ Suffix _____

Address [REDACTED]
City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country [REDACTED]
Position Secretary, LVS NY Holdco 2, LLC

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

LVS NY Holdco 2, LLC is a wholly owned subsidiary of Las Vegas Sands Corp. (LVSC), a publicly traded company. Attached is a copy of LVSC's 10K dated February 7, 2024.

1 File(s) uploaded: 24.02.07 CCVD Attachment 5 Las Vegas Sands Corp. 10-K.pdf

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Please see LVSC 10K attached in Item #5 above.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES NO

(a) Name, title, business address and telephone number of lobbyist(s):

Please see Attachment 7 in response to 7a, 7b and 7c.

1 File(s) uploaded: 24.07.17 CCVD Attachment 7 Lobbyist.pdf

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

Please see Attachment 7 in response to 7a, 7b and 7c.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York

State):

Please see Attachment 7 in response to 7a, 7b and 7c.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

Ivie Dumlao [IVIE.DUMLAO@SANDS.COM]

Dated: 07/18/2024 12:43:29 am

Title: Manager - Legal Office, LVSC

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2023

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number 001-32373



LAS VEGAS SANDS CORP.

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction of
incorporation or organization)
5420 S. Durango Dr.
Las Vegas, Nevada
(Address of principal executive offices)

██████████
(IRS Employer
Identification No.)
89113
(Zip Code)

Registrant's telephone number, including area code:
(702) 923-9000

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Common Stock (\$0.001 par value)	LVS	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports); and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated Filer	<input checked="" type="checkbox"/>	Accelerated Filer	<input type="checkbox"/>	Emerging Growth Company	<input type="checkbox"/>
Non-Accelerated Filer	<input type="checkbox"/>	Smaller Reporting Company	<input type="checkbox"/>		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to § 240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

As of June 30, 2023, the last business day of the registrant's most recently completed second fiscal quarter, the aggregate market value of the registrant's common stock held by non-affiliates of the registrant was \$19,205,929,006 based on the closing sale price on that date as reported on the New York Stock Exchange.

The Company had 753,621,428 shares of common stock outstanding as of January 31, 2024.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the definitive Proxy Statement to be used in connection with the registrant's 2024 Annual Meeting of Stockholders are incorporated into Part III (Item 10 through Item 14) of this Annual Report on Form 10-K.

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Las Vegas Sands Corp.

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PART I

ITEM 1. — BUSINESS

Our Company

Las Vegas Sands Corp. (“LVSC,” or together with its subsidiaries “we” or the “Company”) is the leading global developer and operator of destination properties (“Integrated Resorts”) that feature premium accommodations, world-class gaming, entertainment and retail malls, convention and exhibition facilities, celebrity chef restaurants and other amenities.

We currently own and operate Integrated Resorts in Macao and Singapore. We believe our geographic diversity, best-in-class properties and convention-based business model provide us with the best platform in the hospitality and gaming industry to continue generating growth and cash flow while simultaneously pursuing new development opportunities. We focus on the mass market, which comprises our most profitable gaming segment. We believe the mass market segment will continue to deliver long-term growth as a result of continuing economic growth, expansion of the middle class and increasing number of high net worth individuals across our markets in Asia. We also offer loyalty programs at our properties, which provide access to rewards, privileges and members-only events. Additionally, we believe being in the retail mall business and, specifically, owning some of the largest retail properties in Asia will provide meaningful value for us, particularly as the retail market in Asia continues to grow.

Our properties also cater to high-end players by providing them with luxury amenities and premium service levels. These amenities include luxury accommodations, restaurants, lounges, invitation-only clubs and private gaming salons. In each of the regions where we operate, the Palza brand is associated with certain of these exclusive facilities and represents an important part of our VIP gaming marketing strategy.

Our unique convention-based marketing strategy allows us to attract business travelers during the slower mid-week periods while leisure travelers occupy our properties during the weekends. Our convention, trade show and meeting facilities, combined with the on-site amenities offered at our Macao and Singapore Integrated Resorts, provide flexible and expansive space for meetings, incentives, conventions and exhibitions (“MICE”).

Through our 69.9% ownership of Sands China Ltd. (“SCL”), we own and operate a collection of Integrated Resorts in the Macao Special Administrative Region (“Macao”) of the People’s Republic of China (“PRC” or “China”). These properties include The Venetian Macao Resort Hotel (“The Venetian Macao”); The Londoner Macao; The Parisian Macao; The Plaza Macao and Four Seasons Hotel Macao, Cotai Strip (the “Four Seasons Macao”); and the Sands Macao.

In Singapore, we own and operate the iconic Marina Bay Sands, which opened in 2010 and is one of Singapore’s major tourist, business and retail destinations.

We are dedicated to sustainability across environment, social and governance (“ESG”) priorities, anchored by our People, Communities and Planet corporate responsibility platform. In 2023, we were named to the Dow Jones Sustainability North America Index for the sixth consecutive year and to the Dow Jones Sustainability World Index for the fourth consecutive year, recognizing our ESG leadership and performance. We strive to deliver a positive working environment for our team members worldwide and pledge to promote the advancement of aspiring team members through a range of educational partnerships, grants and leadership training. We are committed to creating and investing in industry-leading policies and procedures to safeguard our patrons, partners, employees and neighbors. We drive social impact through, among other things, our Sands Cares charitable giving and community engagement program. Our industry-leading Integrated Resorts provide substantial contributions to our host communities including growth in leisure and business tourism, sustained job creation and ongoing financial opportunities for local small and medium-sized businesses. We continuously make efforts to improve our environmental performance through our Sands ECO360 global sustainability program (“Sands ECO360”). Through Sands ECO360, we develop and implement environmental practices to advance energy efficiency and transition to renewables, reduce waste, conserve water and source products and materials responsibly.

LVSC was incorporated in Nevada in August 2004. Our common stock is traded on the New York Stock Exchange (the “NYSE”) under the symbol “LVS.” Our principal executive office is located at 5420 S. Durango Dr.,

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Las Vegas, Nevada 89113 and our telephone number at that address is (702) 923-9000. Our website address is www.sands.com. The information on our website is not part of this Annual Report on Form 10-K.

Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, proxy statements and other Securities and Exchange Commission ("SEC") filings, and any amendments to those reports and any other filings we file with or furnish to the SEC under the Securities Exchange Act of 1934 are made available free of charge on our website as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC and are also available at the SEC's web site address at www.sec.gov.

Investors and others should note we announce material financial information using our investor relations website (<https://investor.sands.com>), our company website, SEC filings, investor events, news and earnings releases, public conference calls and webcasts. We use these channels to communicate with our investors and the public about our company, our products and services, and other issues.

In addition, we post certain information regarding SCL, a subsidiary of LVSC with ordinary shares listed on The Stock Exchange of Hong Kong Limited, from time to time on our company website and our investor relations website. It is possible the information we post regarding SCL could be deemed to be material information.

The contents of these websites are not intended to be incorporated by reference into this Annual Report on Form 10-K or in any other report or document we file or furnish with the SEC, and any reference to these websites are intended to be inactive textual references only.

This Annual Report on Form 10-K contains certain forward-looking statements. See "Item 7 — Management's Discussion and Analysis of Financial Condition and Results of Operations — Special Note Regarding Forward-Looking Statements."

Our principal operating and developmental activities occur in two geographic areas: Macao and Singapore. Management reviews the results of operations for each of its operating segments, which generally are our Integrated Resorts. In Macao, our operating segments are: The Venetian Macao; The Londoner Macao; The Parisian Macao; The Plaza Macao and Four Seasons Macao; and Sands Macao. In Singapore, our operating segment is Marina Bay Sands. Additionally, prior to its sale, our operating segment in the United States was The Venetian Resort Las Vegas and the Sands Expo and Convention Center (together, the "Las Vegas Operating Properties") through February 22, 2022, which has been disclosed as a discontinued operation. We also review construction and development activities for our primary projects under development, in addition to our reportable segments noted above. We also have ferry operations and various other operations that are ancillary to our Macao properties (collectively, "Ferry Operations and Other").

Strengths and Strategies

We believe we have a number of strengths that differentiate our business from our competitors, including:

Diversified, high quality Integrated Resort offerings with substantial non-gaming amenities. Our Integrated Resorts feature non-gaming attractions and amenities including world-class entertainment, expansive retail offerings and market-leading MICE facilities. These attractions and amenities enhance the appeal of our Integrated Resorts, contributing to visitation, length of stay and customer spending at our resorts. The broad appeal of our market-leading Integrated Resort offerings in our various markets enables us to serve the widest array of customer segments in each market.

Substantial and diversified cash flow from existing operations. Our Integrated Resorts in Macao and Singapore have contributed 54% and 46% of our total adjusted property EBITDA, respectively, during 2023. In each of these jurisdictions, our cash flow from operations was derived from a combination of gaming and non-gaming sources, including retail malls, hotel, food and beverage, entertainment and MICE.

Market leadership in the growing high-margin mass market gaming segment. In our gaming business, we focus on the high-margin mass gaming segment. Our combined SCL properties continue to have the highest percentage of gaming win from mass tables and slots of the Macao operators. Management estimates our mass market table revenues typically generate a gross margin substantially higher than the gross margin on our VIP table

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revenues. Additionally, gross gaming revenue from mass tables and slots has contributed to approximately two-thirds of total gross gaming revenue at Marina Bay Sands during the previous five years.

Established brands with broad regional and international market awareness and appeal. Through a combination of its diversity of amenities, scale of facilities and its distinctive design, The Venetian Macao has remained the foremost example of a themed Integrated Resort in Macao. The Londoner Macao, our largest themed property on the Cotai Strip, with replicas of the Houses of Parliament and the Elizabeth Tower, along with the Parisian Macao, our themed property with an iconic replica of the Eiffel Tower and other attractions, has established an interconnected critical mass of European-themed Integrated Resorts that attract multiple segments of leisure and business tourism and drive broad brand awareness both regionally and globally. As awareness of The Londoner Macao increases, we believe this Integrated Resort has both the quality and scale to enhance the overall reputation and recognition of our Macao portfolio.

Marina Bay Sands is an iconic, architecturally significant Integrated Resort with meaningful scale and visitation. Due to its distinctive design, multitude of amenities and customer experiences shared on social media, and a prominent position as part of the Singapore skyline, Marina Bay Sands is recognized throughout Asia and globally. We believe the brand of Marina Bay Sands is unique and as a result, the property is often featured prominently on social media, in filmed entertainment and in other media.

Experienced management team with a proven track record. Mr. Robert G. Goldstein, our Chairman and Chief Executive Officer, has been an integral part of our executive team from the beginning, joining our founder and previous Chairman and Chief Executive Officer, Mr. Sheldon G. Adelson, before The Venetian Resort Las Vegas was constructed. Mr. Goldstein is one of the most respected and experienced executives in our industry today. Mr. Patrick Dumont, our President and Chief Operating Officer, has been with the Company for more than 13 years, including previously serving as our Executive Vice President and Chief Financial Officer, and has prior experience in corporate finance and management. Our management team is focused on delivering growth, increasing our return on invested capital, balance sheet strength, preserving the Company's financial flexibility to pursue development opportunities and continuing to execute return of capital to stockholders.

Unique MICE and entertainment facilities. Our market-leading MICE and entertainment facilities contribute to our markets' diversification and appeal to business and leisure travelers while diversifying our cash flows and increasing revenues and profit. Our approximately 2.9 million square feet of global MICE space is designed to meet the needs of meeting planners and corporate events and trade show organizers from around the world. Our experience and expertise in this industry supports our ability to drive leisure and business tourism to our markets. The live entertainment program at our properties has been a key traffic driver and has established us as a leader in the field of tourism and leisure activities.

Building on our key strengths, we seek to enhance our position as the leading developer and operator of Integrated Resorts and casinos by continuing to implement the following business strategies:

Developing and diversifying our Integrated Resort offerings to include a full complement of products and services to cater to different market segments. Our Integrated Resorts include MICE space, retail, dining and entertainment facilities and a range of hotel offerings, including branded suites and hotel rooms, to cater to different segments of our markets. We are able to leverage the recognition and the sales, marketing and reservation capabilities of premier hotel brands to attract a wide range of customers in different market segments to our properties. We believe our partnerships with renowned hotel management partners, our diverse Integrated Resort offerings and the convenience and accessibility of our properties will continue to increase the appeal of our properties to both the business and leisure customer segments.

Leveraging our scale of operations to create and maintain an absolute cost advantage. Management expects to benefit from lower unit costs due to the economies of scale inherent in our operations. Opportunities for lower unit costs include, but are not limited to: lower utility costs; more efficient staffing of hotel and gaming operations; and centralized transportation, marketing and sales, and procurement. In addition, our scale allows us to consolidate certain administrative functions.

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Focusing on the high-margin mass market gaming segment, while continuing to provide luxury amenities and high service levels to our VIP and premium players. The scale and product mix of our Integrated Resort properties allow us to participate very effectively in all segments of the market. We believe the mass market segment will continue to exhibit long-term growth as a result of continuing economic growth, expansion of the middle class and increasing number of high net worth individuals across our markets in Asia, accompanied by supportive long-term trends in business and leisure tourism. Our properties are positioned to harness future growth in the mass market that comprise our most profitable gaming segment, while delivering the immersive destination resort experiences that create loyalty with VIP and premium players.

Identifying targeted investment opportunities to drive growth across our portfolio. We will continue to invest in the expansion of our facilities and the enhancement of the leisure and business tourism appeal of our property portfolio. Our planned development projects include fulfilling capital and operating investment requirements as part of our Macao gaming concession, the next phase of renovation and redevelopment of The Londoner Macao and the extensive renovation and expansion of Marina Bay Sands.

Our Operations

Macao

The Venetian Macao is the anchor property of our Cotai Strip development and is located approximately two miles from the Taipa Ferry Terminal on Macao's Taipa Island and six miles from the bridge linking Hong Kong, Macao and Zhuhai. The Venetian Macao includes approximately 503,000 square feet of gaming space and gaming support area with approximately 690 table games and 1,260 slot machines and electronic table games ("ETGs"). The Venetian Macao features a 39-floor luxury hotel tower with 2,905 elegantly appointed luxury suites and the Shoppes at Venetian, approximately 948,000 square feet of unique retail shopping with 327 stores featuring many international brands and home to 59 restaurants and food outlets featuring an international assortment of cuisines. In addition, The Venetian Macao has approximately 1.2 million square feet of convention facilities and meeting room space, an 1,800-seat theater and the 15,000-seat Cotai Arena that hosts world-class entertainment and sporting events.

The Londoner Macao, our largest Integrated Resort on the Cotai Strip, is located across the street from The Venetian Macao, The Parisian Macao and The Plaza Macao and Four Seasons Macao. The Londoner Macao is the result of our renovation, expansion and rebranding of Sands Cotai Central, which included the addition of extensive thematic elements both externally and internally and was completed during 2022. The Londoner Macao presents a range of new attractions and features, including some of London's most recognizable landmarks, such as the Houses of Parliament and the Elizabeth Tower (commonly known as "Big Ben"), and interactive guest experiences. The Integrated Resort features four hotel towers. The first hotel tower consists of Londoner Court with 368 luxury suites and 400 rooms and suites under the St. Regis brand. The second hotel tower consists of 659 five-star rooms and suites under the Conrad brand and The Londoner Macao Hotel with 594 London-themed suites, including 14 exclusive Suites by David Beckham. The third hotel tower consists of 1,842 rooms and suites under the Sheraton brand. The fourth hotel tower consists of 2,126 rooms and suites under the Sheraton brand. Work on Phase II of the Londoner Macao has commenced, which includes the renovation of the rooms in the Sheraton and Conrad hotel towers, an upgrade of the gaming areas and the addition of new attractions, dining, retail and entertainment offerings. The Integrated Resort includes approximately 400,000 square feet of gaming space and gaming support area with approximately 510 table games and 1,210 slot machines and ETGs, approximately 369,000 square feet of meeting space, a 1,701-seat theater, the 6,000-seat Londoner Arena, approximately 612,000 square feet of retail space with 143 stores and home to 50 restaurants and food outlets featuring an international assortment of cuisines.

The Parisian Macao, which is connected to The Venetian Macao and The Plaza Macao and Four Seasons Macao, includes approximately 272,000 square feet of gaming space and gaming support area with approximately 280 table games and 780 slot machines and ETGs. The Parisian Macao also features 2,541 rooms and suites and the Shoppes at Parisian, approximately 296,000 square feet of unique retail shopping with 112 stores featuring many international brands and home to 26 restaurants and food outlets featuring an international assortment of cuisines. Other non-gaming amenities at The Parisian Macao include a meeting room complex of approximately 63,000 square feet and a 1,200-seat theater. Directly in front of The Parisian Macao, and connected via a covered walkway to the main building, is a half-scale authentic re-creation of the Eiffel Tower containing a viewing platform and restaurant.

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The Plaza Macao and Four Seasons Macao, which is located adjacent to The Venetian Macao, has approximately 108,000 square feet of gaming space and gaming support area with approximately 90 table games and 20 slot machines and ETGs at its Plaza Casino. The Plaza Macao and Four Seasons Macao also has 360 elegantly appointed rooms and suites managed by FS Macao Lda., several food and beverage offerings, and conference and banquet facilities. The Grand Suites at Four Seasons features 289 luxury suites. The Shoppes at Four Seasons includes approximately 249,000 square feet of retail space with 134 stores and home to 10 restaurant and food outlets, and is connected to the Shoppes at Venetian. The Plaza Macao and Four Seasons Macao also features 19 ultra-exclusive Palza Mansions, which are individually designed and made available by invitation only.

The Sands Macao, the first U.S. operated Las Vegas-style casino in Macao, is situated near the Macao-Hong Kong Ferry Terminal on a waterfront parcel centrally located between Macao's Gongbei border gate with China and Macao's central business district. The Sands Macao includes approximately 176,000 square feet of gaming space and gaming support area with approximately 110 table games and 430 slot machines and ETGs. The Sands Macao also includes a 289-suite hotel tower, spa facilities and several restaurants and entertainment areas.

We operate the gaming areas within our Macao properties pursuant to a 10-year gaming concession that expires in December 2032. See "Regulation and Licensing — *Macao Concession*."

Singapore

Marina Bay Sands opened with approximately 2,600 rooms and suites located in three 55-story hotel towers. We are currently undertaking extensive renovation work with approximately 1,850 rooms and suites resulting upon completion, which is expected to greatly enhance the positioning of our suite product. Atop the three towers is the Sands SkyPark, an extensive outdoor recreation area with a 150-meter infinity swimming pool and leading restaurant and nightlife brands. The Integrated Resort offers approximately 162,000 square feet of gaming space with approximately 500 table games and 3,000 slot machines and ETGs; The Shoppes at Marina Bay Sands, an enclosed retail, dining and entertainment complex with signature restaurants from world-renowned chefs; an event plaza and promenade; and an art/science museum. Marina Bay Sands also includes approximately 1.2 million square feet of meeting and convention space and a state-of-the-art theater for top Broadway shows, concerts and gala events.

We operate the gaming area within our Singapore property pursuant to a 30-year casino concession provided under a development agreement entered into in August 2006. See "Regulation and Licensing — Development Agreement with Singapore Tourism Board." Additionally, see "Development Projects — Singapore."

Our Markets

Macao

Macao is the largest gaming market in the world and the only market in China to offer legalized casino gaming. According to Macao government statistics issued publicly on a monthly basis by the Gaming Inspection and Coordination Bureau (commonly referred to as the "DICJ"), annual gross gaming revenues were 183.06 billion patacas in 2023 (approximately \$22.74 billion at exchange rates in effect on December 31, 2023), an increase of 333.8% and a decrease of 37.4% compared to 2022 and 2019, respectively.

We welcomed approximately 27 million visitors to Macao in 2023, compared to the approximately 6 million visitors in 2022. We believe visitation will return to pre-pandemic levels and will continue to experience meaningful long-term growth. We believe this growth will be driven by a variety of factors, including the movement of Chinese citizens to urban centers in China, continued growth of the Chinese outbound tourism market, the increased utilization of existing transportation infrastructure, the introduction of new transportation infrastructure and the continued increase in hotel room inventory in Macao and neighboring Hengqin Island. There has been significant investment announced and recently completed by concessionaires in new resort development projects on Cotai. These factors should help increase the critical mass on Cotai and further drive Macao's transformation into a leading business and leisure tourism hub in Asia. We believe the development of additional integrated resort products in Macao will also drive a higher demand for gaming products.

Table games are the dominant form of gaming in Asia, with Baccarat being the most popular game. We believe we will continue to experience Macao market-leading visitation and are focused on driving high-margin mass market gaming, while providing luxury amenities and high service levels to our VIP and premium players. We

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intend to continue to introduce more modern and popular products that appeal to the Asian marketplace and believe our continued improvement in our high-quality gaming product offerings has enabled us to capture a meaningful share of the overall Macao gaming market across all player segments.

Proximity to Major Asian Cities

Visitors from Hong Kong, South China, Taiwan and other locations in Asia can reach Macao in a relatively short time, using a variety of transportation methods, and visitors from more distant locations in Asia can take advantage of short travel times by air to Zhuhai, Shenzhen, Guangzhou or Hong Kong, followed by a road, ferry or helicopter trip to Macao. In addition, numerous air carriers fly directly into Macau International Airport from many major cities in Asia.

Macao draws in a significant number of customers who are visitors or residents of Hong Kong. One of the major methods of transportation to Macao from Hong Kong is the Jetfoil ferry service, including our ferry services, Cotai Water Jet. The Hong Kong-Zhuhai-Macao Bridge (the "HZMB"), which connects Hong Kong, Macao and Zhuhai, has reduced the travel time between Hong Kong and Macao from one hour by ferry to approximately 45 minutes on the road. The HZMB is part of the Greater Bay Area Initiative and plays a key role in connecting the cities in the Greater Bay Area, facilitating the visitation to Macao. Macao is also accessible from Hong Kong by helicopter.

Competition in Macao

Gaming in Macao is administered by the government through concessions awarded to six different concessionaires, of which we are one. The other concessionaires are SJM Resorts, S.A., Wynn Resorts (Macao), S.A., Galaxy Casino, S.A., MGM Grand Paradise, S.A. and Melco Resorts (Macao), S.A.

Our Macao operations also face competition from other gaming and resort destinations, both in Asia and globally.

Singapore

Singapore is regarded as having the most developed financial and transportation infrastructure in the Southeast Asia region. Singapore has established itself as a destination for both business and leisure visitors, offering convention and exhibition facilities as well as world-class shopping malls and hotel accommodations. In 2006, after a competitive bid process, the Singapore government awarded two concessions to develop and operate two integrated resorts. We were awarded the concession for the Marina Bay site, which is adjacent to Singapore's central business district, and Genting International was awarded the second site, located on Singapore's Sentosa Island.

Based on figures released by the STB, Singapore welcomed approximately 13.6 million international visitors in the twelve months ended December 31, 2023, a 115.8% increase and a 28.8% decrease compared to the same period in 2022 and 2019, respectively. Tourism receipts were estimated to be SGD 14.18 billion (approximately \$10.74 billion at exchange rates in effect on December 31, 2023) in 2022 (the latest information publicly available at the time of filing). The Gambling Regulatory Authority (the "GRA"), the gaming regulator in Singapore, does not disclose gaming revenue for the market and thus no official figure exists.

We believe Marina Bay Sands is ideally positioned within Singapore to cater to both business and leisure visitors. The Integrated Resort is centrally located within a 20-minute drive from Singapore's Changi International Airport and near the Marina Bay Cruise Center, a deep-water cruise ship terminal, and Bayfront station, a mass rapid transit station. Marina Bay Sands is also located near several entertainment attractions, including the Gardens by the Bay botanical gardens and the Singapore Sports Hub, a sports complex featuring the 55,000-seat National Stadium.

Baccarat is the preferred table game in both VIP and mass gaming. Additionally, contributions from slot machines and from mass gaming, including ETG offerings, have enhanced the growth of the market. As Marina Bay Sands and the Singapore market as a whole continue to mature, we expect to broaden our visitor base to continue to capture visitors from around the world.

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Proximity to Major Asian Cities

More than 100 airlines operate in Singapore, connecting it to some 300 cities in approximately 80 countries. In the twelve months ended December 31, 2023, 59 million passengers passed through Singapore's Changi Airport, an increase of 83% and a decrease of 14% compared to the same period in 2022 and 2019, respectively. In 2019, Changi Jewel, a multi-use retail, hotel and food and beverage destination, opened at Changi Airport, and work is currently underway to expand the number of runways and open a fifth terminal, which would increase passenger capacity. Based on figures released by the STB, the largest source markets for visitors to Singapore over the last five years ending in 2023 were China and Indonesia. The STB's methodology for reporting visitor arrivals does not recognize Malaysian citizens entering Singapore by land, although this method of visitation is generally thought to be substantial.

Competition in Singapore

Gaming in Singapore is administered by the government through the award of licenses to two operators, our Company and Resorts World Sentosa, which is 100% owned by Genting Singapore PLC. The GRA is required to ensure there will not be more than two casino licenses until January 1, 2031.

Our Singapore operations also face competition from other gaming and resort destinations, both in Asia and globally.

Retail Mall Operations

We own and operate retail malls at our Integrated Resorts at The Venetian Macao, The Londoner Macao, The Parisian Macao, The Plaza Macao and Four Seasons Macao and Marina Bay Sands. We currently own approximately 2.8 million square feet of gross retail space. Management believes being in the retail mall business and, specifically, owning some of the largest retail properties in Asia will provide meaningful value for us, particularly as the retail market in Asia continues to grow.

Our malls are designed to complement our other unique amenities and service offerings provided by our Integrated Resorts. Our strategy is to seek out desirable tenants that appeal to our patrons and provide a wide variety of shopping options. We generate our mall revenue primarily from leases with tenants through base minimum rents, overage rents and reimbursements for common area maintenance ("CAM") and other expenditures. For further information related to the financial performance of our malls, see "Part II — Item 7 — Management's Discussion and Analysis of Financial Condition and Results of Operations."

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The tables below set forth certain information regarding our mall operations on the Cotai Strip and at Marina Bay Sands as of December 31, 2023. These tables do not reflect subsequent activity in 2024.

Mall Name	Total GLA ⁽¹⁾	Selected Significant Tenants
Shoppes at Venetian	818,686 ⁽²⁾	ZARA, Victoria's Secret, UNIQLO, Tiffany & Co., Rolex, Bvlgari, MUJI, Marks & Spencer, Tommy Hilfiger, Cartier, Chaumet, Longines, Omega, Polo Ralph Lauren, Kenzo
Shoppes at Londoner	611,905	Marks & Spencer, Chow Tai Fook, Apple, Bottega Veneta, Gucci, Burberry, Tod's, V&A, DFS, Tory Burch, The Cheesecake Factory, Shake Shack, Jimmy Choo, Alexander McQueen, Polo Ralph Lauren, Stella McCartney, Emporio Armani, Canada Goose, Harry Potter: The Exhibition
Shoppes at Parisian	296,352	Versace Jeans Couture, Antonia, Champion, Jaeger-LeCoultre, Breitling, I.T Menswear, Temptation
Shoppes at Four Seasons	249,373	Cartier, Chanel, Louis Vuitton, Hermès, Gucci, Dior, Versace, Zegna, Loro Piana, Saint Laurent, Balenciaga, Loewe, Roger Vivier, Christian Louboutin, Alexander McQueen, Miu Miu, Tiffany & Co., Rimowa
The Shoppes at Marina Bay Sands	615,633 ⁽³⁾	Louis Vuitton, Zara, Chanel, Gucci, Dior, Burberry, Prada, Fendi, Moncler, Hermès, Cartier, Apple

(1) Represents Gross Leasable Area in square feet.

(2) Excludes approximately 130,000 square feet of space on the fifth floor currently not on the market for lease.

(3) Excludes approximately 230,000 square feet of space operated by the Company.

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The following table reflects our tenant representation by category for our mall operations as of December 31, 2023:

Category	Square Feet	% of Square Feet	Representative Tenants
Fashion (luxury, women's, men's, mixed)	719,734	34 %	Louis Vuitton, Dior, Gucci, Versace, Chanel, Hermès, Balenciaga, Loewe, Saint Laurent, Burberry, Prada, Moncler, Fendi, Kenzo, Alexander McQueen, Bottega Veneta, ZEGNA, Givenchy, Loro Piana, Miu Miu, Berluti
Restaurants and lounges	392,929	19 %	Lei Garden, Ce La Vi, North, The Cheesecake Factory, Shake Shack, Haidilao, Tai Er Chinese Sauerkraut Fish
Multi-Brands	245,114	12 %	Duty Free Americas, The Atrium, DFS, Temptation
Jewelry	155,515	8 %	Bulgari, Cartier, Rolex, Tiffany & Co., Chaumet, Van Cleef & Arpels, Longines, Jaeger-LeCoultre, Breitling, Breguet, Chopard, PIAGET
Health and beauty	108,038	5 %	Sephora, Sa Sa, Chanel, Helena Rubinstein, SkinCeuticals, La Prairie, Dior
Fashion accessories and footwear	104,826	5 %	Rimowa, Oakley & Spectacle Hut, Charles & Keith, Tod's, Jimmy Choo, Roger Vivier, Christian Louboutin
Home furnishing and electronics	97,281	5 %	Apple, Zara Home, MUJI
Lifestyle, sports and entertainment	88,847	4 %	Manchester United, Adidas, Lululemon, Under Armour
Banks and services	57,214	3 %	Bank of China, ICBC, BR Aesthetic Medical Clinic
Arts and gifts	54,125	3 %	Emporio di Gondola, Pop Mart, Harry Potter: The Exhibition
Specialty foods	35,488	2 %	Godiva, Haagen Dazs, Jason's Deli, Venchi
Total	2,059,111	100 %	

Human Capital

Talent Management

We directly employ approximately 38,700 employees worldwide, including approximately 38,400 full-time employees, and hire additional temporary employees on an as-needed basis. Of our full-time employees, approximately 49% are female.

Our success depends in large part upon our ability to attract, retain, train, manage and motivate skilled managers and employees at our properties. Our strategy is to be the employer of choice by ensuring a thriving workforce built on integrity and opportunity and to support our employees' personal, professional and financial well-being. We strive to enhance our culture by creating a safe environment that consists of an inclusive and diverse workforce where all employees are treated fairly and equally and can excel in the performance of their duties. Some examples of key programs and initiatives we have implemented to attract, develop and retain our diverse workforce include:

- Competitive pay;
- Healthcare: medical/prescription, dental, vision, short-term disability, life and accidental death and disability insurance options at no premium cost; group healthcare insurance; and other support for both

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physical and mental health, such as a free Employee Assistance Program for employees and their household, which provides information regarding nutrition, disease management, stress reduction and injury prevention;

- Retirement benefits: all eligible employees are able to participate in retirement planning schemes, which may include contributions from the employer, as well as the employee;
- Diversity, Equity and Inclusion Program: through policies, procedures, hiring practices and support systems, we seek to promote diversity, equity and inclusion and integrate these values into our Company;
- Subsidized child care programs;
- On-site provision of meals for employees; and
- Training and development: through Sands Academy, our global training and development platform, we provide courses, learning tools, coaching opportunities and one-on-one consulting to help employees fulfill their potential, as well as provide tuition reimbursement.

Our employees are not covered by collective bargaining agreements. We believe we have good relations with our employees and any relevant union.

Commitment to Environmental Sustainability

We focus significant attention on minimizing our environmental impact with the goal of reducing the environmental footprint of our existing properties and offsetting the impact of new developments. Through Sands ECO360, we endeavor to adapt to emerging trends, support new technologies and foster environmental stewardship in the areas of building design and development, resort management and operations, and meetings, events and entertainment. The program is aligned with the United Nations Sustainable Development Goals and other key environmental standards in the areas of low carbon transition, water stewardship, waste, materials and resources and biodiversity.

Our Environmental, Social and Governance Report (the "Report") is available on our website and contains further information on our environmental sustainability performance, including data indices that reflect the reporting standards of the Global Reporting Initiative and the Sustainability Accounting Standards Board. The contents of the Report and our website are not intended to be incorporated by reference into this Annual Report on Form 10-K or in any other report or document we file or furnish with the SEC, and any reference to the Report and our website are intended to be inactive textual references only.

In addition to our internal initiatives, we have developed the Drop by Drop Project, a collaborative water stewardship initiative in conjunction with Clean the World Foundation. The Drop by Drop Project is designed to encourage sustainability in our local regions and reinvests capital from our water stewardship efforts into innovative water projects in Macao and Singapore.

Development Projects

We regularly evaluate opportunities to improve our product offerings, such as refreshing our meeting and convention facilities, suites and rooms, retail malls, restaurant and nightlife mix and our gaming areas, as well as other revenue generating additions to our Integrated Resorts.

Macao

Under the Concession (defined below) with the Macao government, Venetian Macau Limited ("VML," a subsidiary of Sands China Ltd.) is obligated to invest a total of 30.24 billion patacas (approximately \$3.76 billion at exchange rates in effect on December 31, 2023) by the year 2032. These investments are to be allocated to both capital and operational projects, including 27.80 billion patacas (approximately \$3.45 billion at exchange rates in effect on December 31, 2023) for a variety of non-gaming projects designed to enhance Macao's appeal to an international audience (the "Investment Plan").

The Concession requires us to increase our investment in non-gaming projects by up to 20% in the following year if Macao's annual market gross gaming revenue achieves or exceeds 180 billion patacas (approximately \$22.36 billion at exchange rates in effect on December 31, 2023). Macao's annual market gross gaming revenue amounted to 183.06 billion patacas (approximately \$22.74 billion at exchange rates in effect on December 31,

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2023). Consequently, we are required to invest, or cause to be invested, an additional 5.56 billion patacas (approximately \$691 million at exchange rates in effect on December 31, 2023) in non-gaming investment projects by December 2032.

Key areas of the investment are subject to the approval of the Macao government and include the following:

- **MICE Facility Expansion.** We plan to expand our convention sector capabilities by constructing a state-of-the-art MICE facility. This new venue, encompassing roughly 18,000 square meters, will adjoin our existing Venetian Macao exhibition center (the “Cotai Expo”). Our goal is to broaden our capacity for large-scale international events, which will be supported by enhanced organization and marketing strategies aimed at making Macao a preferred locale for global corporations’ major gatherings.
- **Tropical Garden Redevelopment.** Le Jardin, located on the southern flank of The Londoner Macao, is to undergo a transformation into a distinctive garden-themed attraction spanning approximately 50,000 square meters. Featuring an iconic conservatory and an array of themed green spaces, this development is intended to become a celebrated Macao landmark that offers a compelling, year-round experience for both tourists and local residents.
- **Entertainment.** Our Investment Plan includes a broadening of our entertainment and sporting event portfolio, which will include substantial upgrades to the Cotai Arena.

We have commenced works on Phase II of the Londoner Macao, which includes the renovation of the rooms in the Sheraton and Conrad hotel towers, an upgrade of the gaming areas and the addition of new attractions, dining, retail and entertainment offerings. These projects have a total estimated cost of \$1.2 billion and are expected to be substantially completed in early 2025.

Singapore

In April 2019, the Company’s wholly owned subsidiary, Marina Bay Sands Pte. Ltd. (“MBS”) and the Singapore Tourism Board (the “STB”) entered into the Second Development Agreement pursuant to which MBS has agreed to construct a development, which will include a hotel tower with luxury rooms and suites, a rooftop attraction, convention and meeting facilities and a state-of-the-art live entertainment arena with approximately 15,000 seats.

The Second Development Agreement provides for a total minimum project cost of approximately SGD 4.5 billion (approximately \$3.4 billion at exchange rates in effect on December 31, 2023). The estimated cost and timing of the total project will be updated as we complete design and begin construction. We expect the total project cost will materially exceed the amounts referenced above from April 2019 based on current market conditions due to inflation, higher material and labor costs and other factors. We have incurred approximately \$1.09 billion as of December 31, 2023, inclusive of the payment made in 2019 for the lease of the parcels of land underlying the MBS Expansion Project site.

On March 22, 2023, MBS and the STB entered into a supplemental agreement (the “Supplemental Agreement”), which extended the construction commencement date to April 8, 2024 and the construction completion date to April 8, 2028, and allowed for changes to the construction and operation plans under the Second Development Agreement.

We amended our 2012 Singapore Credit Facility to provide for the financing of the development and construction costs, fees and other expenses related to the MBS Expansion Project pursuant to the Second Development Agreement. On September 7, 2021, we amended the 2012 Singapore Credit Facility, which, among other things, extended the deadline for delivering the construction cost estimate and the construction schedule for the MBS Expansion Project to March 31, 2022. As noted above, we are in the process of completing the design and reviewing the budget and timing of the MBS expansion due to various factors. As a result, the construction cost estimate and construction schedule were not delivered to the lenders by the extended deadline, and we will not be permitted to make further draws on the Singapore Delayed Draw Term Facility until these items are delivered. We do not anticipate material spend related to the MBS Expansion Project prior to the delivery of these items to lenders.

We are nearing completion of the renovation of Towers 1 and 2 of Marina Bay Sands. This renovation has introduced world class suites and other luxury amenities at a cost estimated at approximately \$1.0 billion upon

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completion. We also announced the next phase with the renovation of the Tower 3 hotel rooms into world class suites and other property changes at an estimated cost of approximately \$750 million with an expected completion date by 2025. These renovations at Marina Bay Sands are substantially upgrading the overall guest experience for our premium customers, including new dining and retail experiences, and upgrading the casino floor, among other things. These projects are in addition to the previously announced plans for the MBS Expansion Project.

New York

On June 2, 2023, we paid \$241 million to acquire Nassau Live Center, LLC and related entities (the "Nassau Coliseum"), the owners and operators of an entertainment arena in the State of New York. The purchase of the Nassau Coliseum, which continues to operate following the closing of the sale, primarily included the fixed assets related to the arena and the right to lease the underlying land from the owner, the County of Nassau in the State of New York.

In conjunction with this transaction, the seller assigned their lease of the land on which the related assets, including the Nassau Coliseum and other improvements, are affixed (the "Original Lease") to the Company. Immediately following this assignment, the Company entered into a new land lease agreement with the County of Nassau (the "County") in the State of New York, for the use and exclusive right to develop and operate assets on the land (the "New Lease"). On April 18, 2023, Hofstra University ("Hofstra") filed a petition against the Nassau County Planning Commission (the "Planning Commission") in the New York Supreme Court, County of Nassau, asserting, among other things, that certain meetings held by the Planning Commission concerning the New Lease and certain related transactions were not properly noticed and/or held, and that appropriate materials concerning the meetings were not made available to the public by the Planning Commission in connection with the meetings. On May 31, 2023, Hofstra filed an amended petition that, among other things, added additional respondents and sought to invalidate certain votes held by the County and the Nassau County Legislature. The Company is not a party to these proceedings.

In a decision and order dated November 9, 2023, the Court annulled various votes held by the Nassau County Legislature, annulled the New Lease and remitted the matter to the Planning Commission and the Nassau County Legislature to conduct a proper public hearing in accordance with all relevant statutes and rules, including the Nassau County Administrative Code and the Open Meetings law and for the issuance of a positive declaration pursuant to the New York State Environmental Quality Review Act and for the preparation of an Environmental Impact Statement (the "Procedural Steps"). On November 10, 2023, the respondents appealed the decision and order and on November 21, 2023, Hofstra cross-appealed. On December 13, 2023, the Appellate Division, Second Judicial Department denied respondents' motion to stay enforcement of the decision and order pending the appeal, but granted a calendar preference, indicating that the appeal will be calendared expeditiously after all briefs have been filed. With the invalidation of the New Lease noted above, the Company became the lessee in the Original Lease. On January 29, 2024, Hofstra filed a motion seeking a declaration that the Court's prior order included the annulment of Nassau County's consent and the putative assignment to the Company of the Original Lease. We are committed to working with Nassau County to ensure that the Procedural Steps are conducted; however, there can be no assurance as to the completion or positive outcome of the Procedural Steps or our ability to secure a new lease on terms that are favorable to us.

We purchased the Nassau Coliseum with the intent to obtain a casino license from the State of New York to develop and operate an Integrated Resort. In addition to the resolution of the matter noted above regarding the New Lease by the Planning Commission, there is no assurance we will be able to obtain a casino license from the State of New York.

Other

We continue to evaluate additional development projects in each of our markets and pursue new development opportunities globally.

Regulation and Licensing

Macao Concession

On December 16, 2022, the Macao government granted VML, SCL's wholly owned subsidiary, one of six concessions to operate casinos in Macao. VML entered into a concession agreement with the Macao government for

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the duration of ten years, beginning January 1, 2023 (the "Concession"). With the expiry of VML's subconcession on December 31, 2022, all of our casinos, gaming areas and respective supporting areas located in Sands Macao, The Venetian Macao, The Plaza Macao and Four Seasons Macao, The Londoner Macao and The Parisian Macao, with a total approximate area of approximately 136,000 square meters (representing approximately 4.7% of the total property area of these entities), reverted to and are now owned by the Macao government. Effective January 1, 2023, all these casinos and gaming areas, as well as respective supporting areas, have been temporarily transferred to VML for the duration of the Concession in return for annual payments of 750 patacas per square meter for the first three years and 2,500 patacas per square meter for the following seven years (approximately \$93 and \$311, respectively, at exchange rates in effect on December 31, 2023). These annual payments will be adjusted annually based on the Macao average price index for the preceding year. Under the Concession, we are obligated to operate casino games of chance in Macao. The Concession allows us to operate the casino and gaming areas located in the following properties: Sands Macao, The Venetian Macao, The Plaza Macao and the Four Seasons Macao, The Londoner Macao and The Parisian Macao. We are required to invest, or cause to be invested, at least 30.24 billion patacas (approximately \$3.76 billion at exchange rates in effect on December 31, 2023), including 27.80 billion patacas (approximately \$3.45 billion at exchange rates in effect on December 31, 2023) on non-gaming projects. As part of the investment, we are obligated to develop certain gaming and non-gaming investment projects by December 2032 and dedicate resources to, among others, the attraction of international visitors, conventions and exhibitions, entertainment shows, sporting events, culture and art, health and wellness, and themed attractions, as well as support Macao's position as a city of gastronomy and increase community and maritime tourism. The Concession requires us to increase our investment in non-gaming projects by up to 20% in the following year if Macao's annual market gross gaming revenue achieves or exceeds 180 billion patacas (approximately \$22.36 billion at exchange rates in effect on December 31, 2023). Macao's annual gross gaming revenue amounted to 183.06 billion patacas (approximately \$22.74 billion at exchange rates in effect on December 31, 2023) in 2023. Consequently, we are required to invest, or cause to be invested, an additional 5.56 billion patacas (approximately \$691 million at exchange rates in effect on December 31, 2023) in non-gaming investment projects by December 2032.

We are subject to licensing and control under applicable Macao law and are required to be licensed by the Macao gaming authorities to operate a casino. We must pay periodic and regular fees and taxes, and our gaming license is not transferable. We must periodically submit detailed financial and operating reports to the Macao gaming authorities and furnish any other information the Macao gaming authorities may require. No person may acquire any rights over the shares or assets of VML without first obtaining the approval of the Macao gaming authorities. Similarly, no person may operate the casino premises for which the use has been temporarily transferred to us, either through a management agreement or any other contract or through step in rights without first obtaining the approval of, and receiving a license from, the Macao gaming authorities. The transfer or creation of encumbrances over ownership of shares representing the share capital of VML or other rights relating to such shares, and any act involving the granting of voting rights or other stockholders' rights to persons other than the original owners, would require the approval of the Macao government and the subsequent report of such acts and transactions to the Macao gaming authorities.

Our Concession and the applicable Macao laws require, among other things: (i) approval of the Macao government for transfers of shares in VML, or of any rights over or inherent to such shares, including the grant of voting rights or other stockholder's rights to persons other than the original owners, as well as for the creation of any charge, lien or encumbrance on such shares; (ii) approval of the Macao government for transfers of shares, or of any rights over such shares, in any of our direct or indirect stockholders, provided that such shares or rights are directly or indirectly equivalent to an amount that is equal to or higher than 5% of VML's share capital; (iii) that the Macao government be given notice of the creation of any encumbrance or the grant of voting rights or other stockholder's rights to persons other than the original owners on shares in any of the direct or indirect stockholders in VML, provided that such shares or rights are equivalent to an amount that is equal to or higher than 5% of VML's share capital; (iv) that the Macao government be given notice of listing on a stock exchange by any indirect stockholders holding shares equal to or higher than 5% of VML's share capital; and (v) that the Macao government be given prior notice of any relevant financial decision exceeding 10% of the share capital of VML five days before that decision is taken. The requirements in provisions (ii) and (iii) above will not apply, however, to securities listed as tradable on a stock exchange. VML and any of its subsidiaries where VML is a dominant shareholder cannot be listed in any stock exchange.

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The Macao gaming authorities may investigate any individual who has a material relationship to, or material involvement with, us to determine whether our suitability and/or financial capacity is affected by this individual. LVSC and SCL shareholders with 5% or more of the share capital, directors and key employees must apply for and undergo a finding of suitability process and maintain due qualification during the Concession term, and accept the persistent and long-term inspection and supervision exercised by the Macao government. VML is required to notify the Macao government immediately should VML become aware of any fact that may be material to the appropriate qualification of any shareholder who owns 5% or more of the share capital, or any officer, director or key employee. Changes in licensed positions must be reported to the Macao gaming authorities, and in addition to their authority to deny an application for a finding of suitability or licensure, the Macao gaming authorities have jurisdiction to disapprove a change in corporate position. If the Macao gaming authorities were to find one of our officers, directors or key employees unsuitable for licensing, we would have to sever all relationships with that person. In addition, the Macao gaming authorities may require us to terminate the employment of any person who refuses to file appropriate applications.

Any person who fails or refuses to apply for a finding of suitability after being ordered to do so by the Macao gaming authorities may be found unsuitable. Any stockholder found unsuitable who holds, directly or indirectly, any beneficial ownership of the common stock of a company incorporated in Macao and registered with the Macao Companies and Moveable Assets Registrar (a "Macao registered corporation") beyond the period of time prescribed by the Macao gaming authorities may lose their rights to the shares. We will be subject to disciplinary action if, after we receive notice that a person is unsuitable to be a stockholder or to have any other relationship with us, we:

- pay that person any dividend or interest upon its shares;
- allow that person to exercise, directly or indirectly, any voting right conferred through shares held by that person;
- pay remuneration in any form to that person for services rendered or otherwise; or
- fail to pursue all lawful efforts to require that unsuitable person to relinquish its shares.

The Macao gaming authorities also have the authority to approve all persons owning or controlling the stock of any corporation holding a gaming license.

In addition, the Macao gaming authorities require prior approval for any loan or similar financing transaction above 100 million patacas (approximately \$12 million at exchange rates in effect on December 31, 2023) where VML is a borrower or a lender, or where it involves the creation of liens and encumbrances over VML's assets and restrictions on stock.

Macao gaming authorities also require to be given prior notice of any relevant financial decision five days before that decision is taken, including but not limited to internal movement of funds exceeding 50% of the share capital of VML, and any other decision exceeding 10% of the share capital of VML, namely labor-related decisions such as payment of salaries and employment benefits.

The Macao gaming authorities must give their prior approval to changes in control of VML through a merger, consolidation, stock or asset acquisition, management or consulting agreement or any act or conduct by any person whereby he or she obtains control. Entities seeking to acquire control of a Macao registered corporation must satisfy the Macao gaming authorities concerning a variety of stringent standards prior to assuming control. The Macao gaming authorities may also require controlling stockholders, officers, directors and other persons having a material relationship or involvement with the entity proposing to acquire control, to be investigated and licensed as part of the approval process of the transaction.

The Macao gaming authorities may consider some management opposition to corporate acquisitions, repurchases of voting securities and corporate defense tactics affecting Macao gaming licensees, and the Macao registered corporations affiliated with such operations, to be injurious to stable and productive corporate gaming.

The Concession requires the Macao gaming authorities' prior approval of any recapitalization plan proposed by VML's Board of Directors. The Chief Executive of Macao could also require VML to increase its share capital if he deemed it necessary.

The Concession also allows the Macao government to request various changes in the plans and specifications of our Macao properties and to make various other decisions and determinations that may be binding on us. For

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example, the Macao government has the right to require that we contribute additional capital to our Macao subsidiaries or that we provide certain deposits or other guarantees of performance in any amount determined by the Macao government to be necessary. VML is limited in its ability to raise additional capital by the need to first obtain the approval of the Macao gaming and governmental authorities before raising certain debt or equity.

The Concession requires VML to submit to the Macao government an annual execution proposal of the specific projects mentioned in the Concession's Investment Plan up to three months before the start of each calendar year, detailing each project it intends to execute, the proposed amount and the execution schedule for the relevant year. The annual execution proposal for the year 2023 was submitted on March 31, 2023. Within two months after submission of each annual execution proposal, the Macao government will decide on their approval, and may request adjustments to specific projects, to the investment amount and to the execution schedule. If any of our annual execution proposals or parts thereof are not approved, VML is obliged to propose allocating the relevant funds to other projects related with its activity, which are also subject to approval of the Macao government. Within three months after the end of each calendar year, VML is required to submit a report on the execution of the previous year's execution proposal. In addition, VML is subject to the supervision of the Macao government as regards the execution of development projects included in the Concession's Investment Plan, and VML must submit regular progress reports every two months, and may be requested to submit exceptional detailed reports whenever the normal progress of any development project is compromised.

If our Concession is terminated in the event of a default, the casinos and gaming-related equipment would be automatically transferred back to the Macao government without compensation to us and we would cease to generate any revenues from these operations. In many of these instances, the Concession does not provide a specific cure period within which any such events may be cured and, instead, we would rely on consultations and negotiations with the Macao government to give us an opportunity to remedy any such default.

Our Concession allows us to operate games of chance in casinos and gaming areas, but excludes the following gaming activities: mutual bets, lotteries, raffles, interactive gaming and games of chance or other gaming, betting or gambling activities on ships or planes. Our Concession is exclusively governed by Macao law. We are subject to the exclusive jurisdiction of the courts of Macao in case of any dispute or conflict relating to our Concession.

Our Concession expires on December 31, 2032. If our Concession is not extended or renewed, VML may be prohibited from conducting gaming operations in Macao, and we could cease to generate revenues from our gaming operations when our Concession expires. In addition, all casino premises and gaming-related equipment, which use has been temporarily transferred by the Macao government to VML, will be transferred back to the Macao government upon the expiry of our Concession, together with any gaming-related equipment we acquire during our Concession, without any compensation to us.

Under our Concession, we are obligated to pay to the Macao government an annual gaming premium with a fixed portion and a variable portion based on the number and type of gaming tables employed and gaming machines operated by us. The fixed portion of the premium is equal to 30 million patacas (approximately \$4 million at exchange rates in effect on December 31, 2023). The variable portion is equal to 300,000 patacas per gaming table reserved exclusively for certain kinds of games or players, 150,000 patacas per gaming table not so reserved and 1,000 patacas per electrical or mechanical gaming machine, including slot machines (approximately \$37,274, \$18,637 and \$124, respectively, at exchange rates in effect on December 31, 2023), subject to a minimum of 76 million patacas (approximately \$9 million at exchange rates in effect on December 31, 2023). We also have to pay a special gaming tax of 35% of gross gaming revenues and applicable withholding taxes. We are also obligated to pay a special annual gaming premium if the average of the gross gaming revenues of our gaming tables and our electrical or mechanical gaming machines, including slot machines, is lower than a certain minimum amount determined by the Macao government; such special premium being the difference between the special gaming tax based on the actual gross gaming revenues and that of the specified minimum amount. The minimum amount has been set by the Macao government at 7 million patacas per gaming table and 300,000 patacas per gaming machine (approximately \$1 million and \$37,274, respectively, at exchange rates in effect on December 31, 2023). Based on the maximum number of gaming tables and gaming machines we are currently authorized to operate, if the monthly special gaming taxes paid during the year aggregates to less than 4.50 billion patacas (approximately \$560 million at exchange rates in effect on December 31, 2023), we would be required to pay the difference as the special annual gaming premium. During the year ended December 31, 2023, we did not have to pay a special gaming premium.

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under the Concession requirements as the special gaming taxes were higher than the minimum threshold. We must also contribute 5% of our gross gaming revenue to utilities designated by the Macao government, a portion of which must be used for the promotion of tourism in Macao.

Currently, the gaming tax in Macao is calculated as a percentage of gross gaming revenue; however, gross gaming revenue does not include deductions for credit losses. As a result, if we extend credit to our customers in Macao and are unable to collect on the related receivables from them, we have to pay taxes on our winnings from these customers even though we were unable to collect on the related receivables. If the laws are not changed, our business in Macao may not be able to realize the full benefits of extending credit to our customers.

In August 2018, we received an exemption from Macao's corporate income tax on profits generated by the operation of casino games of chance for the period of January 1, 2019 through June 26, 2022, and in September 2022, this exemption was extended to December 31, 2022, the date our subconcession agreement expired. On February 5, 2024, the Macao government provided notice that VML and its peers would continue to receive this exemption for the period January 1, 2023 through December 31, 2027.

We entered into an agreement with the Macao government in April 2019, effective through June 26, 2022, providing for payments as a substitution for a 12% tax otherwise due from VML shareholders on dividend distributions paid from VML gaming profits, namely a payment of 38 million patacas (approximately \$5 million at exchange rates in effect on December 31, 2023) for 2021 and a payment of 18 million patacas (approximately \$2 million at exchange rates in effect on December 31, 2023) for the period between January 1, 2022 through June 26, 2022. We are in discussions with the Macao government regarding a similar agreement, which would commence effective as of January 1, 2023.

Development Agreement with Singapore Tourism Board

On August 23, 2006, MBS entered into a development agreement, as amended by a supplementary agreement on December 11, 2009 (the "Development Agreement"), with the STB to design, develop, construct and operate the Marina Bay Sands. The Development Agreement includes a concession for MBS to own and operate a casino within the Integrated Resort. In addition to the casino, the Integrated Resort includes, among other amenities, a hotel, a retail complex, a convention center and meeting room complex, a theater, restaurants and an art/science museum. MBS is one of two companies awarded a concession to operate a casino in Singapore. Under the request for proposals to develop an integrated resort at Marina Bay, Singapore, during an initial ten-year exclusive period (the "Exclusivity Period") only two licensees were granted the right to operate a casino in Singapore, which expired on February 28, 2017. This Exclusivity Period was subsequently extended to December 31, 2030, when the Second Development Agreement (see below) was entered into. In connection with entering into the Development Agreement, MBS entered into a 60-year lease with the STB for the parcels underlying the project site and entered into an agreement with the Land Transport Authority of Singapore for the provision of necessary infrastructure for rapid transit systems and road works within and/or outside the project site. During the Exclusivity Period, the Company, which is currently the 100% indirect shareholder of MBS, was required to be the single largest entity with direct or indirect controlling interest of at least 20% in MBS, unless otherwise approved by the GRA.

The term of the casino concession provided under the Development Agreement is for 30 years commencing from the date the Development Agreement was entered into, or August 23, 2006. In order to renew the casino concession, MBS must give notice to the STB and other relevant authorities in Singapore at least five years before its expiration in August 2036. The Singapore government may terminate the casino concession prior to its expiration in order to serve the best interests of the public, in which event fair compensation will be paid to MBS.

In April 2019, MBS and the STB entered into the Second Development Agreement pursuant to which MBS has agreed to construct a development, which will include a hotel tower with luxury rooms and suites, a rooftop attraction, convention and meeting facilities and a state-of-the-art live entertainment arena with approximately 15,000 seats. The Second Development Agreement provides for a total minimum project cost of approximately SGD 4.5 billion (approximately \$3.4 billion at exchange rates in effect on December 31, 2023). In connection with the Second Development Agreement, MBS entered into a lease with the STB for the parcels of land underlying the project (the "Land"). In April 2019 and in connection with the lease, MBS provided various governmental agencies in Singapore the required premiums, deposits, stamp duty, goods and services tax and other fees in an aggregate amount of approximately SGD 1.54 billion (approximately \$1.14 billion at exchange rates in effect at the time of the

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transaction). The estimated cost and timing of the total project will be updated as we complete design and begin construction. We expect the total project cost will materially exceed the amounts referenced above from April 2019 based on current market conditions due to inflation, higher material and labor costs and other factors. We have incurred approximately \$1.09 billion as of December 31, 2023, inclusive of the payment made in 2019 for the Land.

On March 29, 2022, we entered into a letter agreement with the STB to extend the construction commencement date for the MBS Expansion Project from April 8, 2022 to April 8, 2023. On March 22, 2023, MBS and the STB entered into the Supplemental Agreement, which further extended the construction commencement date to April 8, 2024 and the construction completion date to April 8, 2028, and allowed for changes to the construction and operation plans under the Second Development Agreement.

We amended our 2012 Singapore Credit Facility to provide for the financing of the development and construction costs, fees and other expenses related to the MBS Expansion Project pursuant to the Second Development Agreement. On September 7, 2021, we amended the 2012 Singapore Credit Facility, which, among other things, extended the deadline for delivering the construction cost estimate and the construction schedule for the MBS Expansion Project to March 31, 2022. As noted above, we are in the process of completing the design and reviewing the budget and timing of the MBS expansion due to various factors. As a result, the construction cost estimate and construction schedule were not delivered to the lenders by the extended deadline, and we will not be permitted to make further draws on the Singapore Delayed Draw Term Facility until these items are delivered. We do not anticipate material spend related to the MBS Expansion Project prior to the delivery of these items to lenders.

The Development Agreement contains, among other things, restrictions limiting the use of the leased land to the development and operation of the project, requirements that MBS obtain prior approval from the STB in order to subdivide the hotel and retail components of the project, prohibitions on any such subdivision during the Exclusivity Period and limitations on MBS' ability to assign the lease or sub-lease any portion of the land during the Exclusivity Period. In addition, the Development Agreement contains events of default, including, among other things, the failure of MBS to perform its obligations under the Development Agreement and events of bankruptcy or dissolution.

Employees whose job duties relate to the operations of the casino are required to be licensed by the relevant authorities in Singapore. MBS also must comply with comprehensive internal control standards or regulations concerning advertising; branch office operations; the location, floor plans and layout of the casino; casino operations including casino-related financial transactions and patron disputes, issuance of credit and collection of debt, relationships with and permitted payments to gaming promoters; security and surveillance; casino access by Singaporeans and non-Singaporeans; compliance functions and the prevention of money laundering; periodic standard and other reports to the GIRA; and those relating to social controls including the exclusion of certain persons from the casino.

There is a goods and services tax of 7% imposed on gross gaming revenue, which, effective January 1, 2023, increased to 8%, and a casino tax imposed on the gross gaming revenue from the casino after reduction for the amount of goods and services tax. With effect from March 1, 2022, the casino tax rates of 5% for premium players and 15% for mass players were increased to 8% and 18% on gross gaming revenue up to SGD 2.4 billion and SGD 3.1 billion (approximately \$1.8 billion and \$2.3 billion at exchange rates in effect on December 31, 2023), respectively. On gross gaming revenue above the stated thresholds, the new casino tax rates are 12% for premium players and 22% for mass players. The bad debts written off from the extension of credit granted to gaming patrons is not deductible against gross gaming revenue when calculating the casino tax, but is deductible for the purposes of calculating the goods and services tax (subject to the prevailing law). MBS is permitted to extend casino credit to persons who are not Singapore citizens or permanent residents, but is not permitted to extend casino credit to Singapore citizens or permanent residents except to premium players.

The key constraint imposed on the casino under the Development Agreement is the total size of the gaming area, which must not be more than 15,000 square meters (approximately 161,000 square feet). The following are not counted towards the gaming area: back of house facilities, reception, restrooms, food and beverage areas, retail shops, stairs, escalators and lift lobbies leading to the gaming area, aesthetic and decorative displays, performance areas and major aisles. Under the Development Agreement, the casino located within Marina Bay Sands could not have more than 2,500 gaming machines (although this restriction has been modified by the Second Development

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Agreement as described below), but there is no limit on the number of tables for casino games permitted in the casino.

Under the Casino Control Act, as amended (the "Singapore Act"), a casino operator may be subject to a financial penalty, for each ground of disciplinary action which amounts to a serious breach, of a sum not exceeding 10% of the annual gross gaming revenue (as defined in the Singapore Act) of the casino operator for the financial year immediately preceding the date the financial penalty is imposed.

The Singapore Act also requires future applicants and/or renewals for a casino license to be a suitable person to develop, maintain and promote the Integrated Resort as a compelling tourist destination that meets prevailing market demand and industry standards and contributes to the tourism industry in Singapore. The Singapore government has established an evaluation panel that will assess applicants and report to the GRA on this aspect of the casino licensing requirements. Our casino license, which has a three-year term, is set to expire in April 2025.

The Second Development Agreement contains provisions relating to the construction of the MBS Expansion Project and associated deadlines for completion, levels of insurance and limitations on MBS' ability to assign the lease or sub-let any portion of the Land. In addition, the Second Development Agreement contains events of default, including, among other things, the failure of MBS to perform its obligations under the Second Development Agreement. The Second Development Agreement also contains, among other things, restrictions limiting the use of the Land to the development and operation of the MBS Expansion Project and requirements that MBS obtain the prior approval of the STB in order to subdivide the Land or any building thereon, which approval, if given, will be subject to such terms and conditions as may be determined by the STB.

The Second Development Agreement makes provision for certain benefits and entitlements conferred on MBS on specified terms and conditions. Among these, upon the achievement of certain milestones, MBS is entitled to make available an additional 1,000 gaming machines over and above its existing 2,500 gaming machines. On October 7, 2019, MBS was granted entitlement to make available 500 of these additional 1,000 gaming machines. In addition, under the Second Development Agreement, MBS is granted approval for the change of use of the area comprising the whole of the 55th floor of Marina Bay Sands' hotel tower 1, or such other areas as may be agreed within hotel tower 1, to be developed and used as part of Marina Bay Sands' casino; and MBS is granted an option to purchase an additional 2,000 square meters of casino gaming area at a price to be determined by the relevant Singapore government authority upon written request by MBS to exercise the option. In addition, the Second Development Agreement contemplates that for a period of not less than 10 years commencing no sooner than March 1, 2022, the rate of casino tax applicable to MBS will not exceed specified tiered rates; there shall not be more than two casino licenses in force under the Casino Control Act at any time prior to January 1, 2031; and for a period of five years from the date of the Second Development Agreement, the entry levy payable by a Singapore citizen or permanent resident for entry into the casino will not exceed SGD 150 for a 24-hour period and SGD 3,000 for a 12-month period. The Second Development Agreement also provides for MBS to be entitled to compensation by STB for any losses or damages suffered under certain conditions and events related to the above-described benefits and entitlements. The Second Development Agreement further provides MBS must maintain compliance with the material terms of the Second Development Agreement to obtain the above-described benefits and entitlements.

Doing Business in Macao, Hong Kong and Mainland China

We are a parent company with limited business operations of our own, and our main asset is the capital stock of our subsidiaries. A significant portion of our business operations are based in Macao and held by various Macao-incorporated indirect subsidiaries of SCL, our majority-owned subsidiary incorporated in Cayman Islands and listed in Hong Kong (collectively referred to as the "Macao Operations"). We also have subsidiaries incorporated in mainland China and Hong Kong that provide back-office support, such as information technology, accounting, hotel management and marketing services, which complement and support SCL's main back-office functions in Macao.

We face various legal and operational risks and uncertainties relating to having a majority of our operations based in Macao and held by various Macao-incorporated indirect subsidiaries of SCL. Substantially all of SCL's assets are located in Macao and substantially all of SCL's revenue is derived from Macao. Accordingly, our results of operations, financial position and prospects are subject to a significant degree to the economic, political and legal situation in Macao. From December 20, 1999, Macao became a Special Administrative Region of China when China resumed the exercise of sovereignty over Macao. The Basic Law of Macao provides that Macao will be

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governed under the principle of “one country, two systems” with its own separate government and legislature and that Macao will have a high degree of legislative, judicial and economic autonomy.

We also face risks and uncertainties associated with evolving Chinese laws and regulations, such as those associated with the extent to which the level of Chinese government involvement, control of capital inflows and outflows, control of foreign exchange and allocation of resources currently applicable within mainland China may become applicable to us and other risks and uncertainties as to whether and how recent Chinese government statements and regulatory developments, such as those relating to data and cyberspace security and anti-monopoly which, where applicable to us, could result in a material change in our operations and/or the value of our securities or could significantly limit or completely hinder our ability to offer or continue to offer securities to investors, cause the value of such securities to significantly decline or be worthless and affect our ability to list securities on a U.S. or other foreign exchange. If, in the future, there were to be a significant change in the manner in which the Chinese government exercises direct or indirect oversight, discretion or control over businesses operated in Macao, mainland China and Hong Kong, including the current interpretation and application of existing Chinese laws and regulations on how the Chinese government exercises direct or indirect oversight, discretion or control over businesses operated in Macao, mainland China and Hong Kong, it could potentially result in our Macao Operations being materially adversely affected and it could potentially adversely affect our results of operations, financial position and cash flows.

As advised by our PRC legal advisers, Haiwen & Partners, our Macao Operations are currently not required to obtain any permission or approval from the China Securities Regulatory Commission (“CSRC”), Cyberspace Administration of China (“CAC”) or any other mainland Chinese governmental authority to operate its business or to issue securities to foreign investors, other than those related to its two subsidiaries incorporated in mainland China that only provide back office support. We have received all requisite permissions and approvals for the back-office supporting functions located in mainland China, primarily being the standard business licenses issued by the relevant authorities in mainland China, and we have never been denied such permissions and approvals. If we do not receive or maintain such permissions or approvals in relation to such back-office support functions, we do not expect there will be any material adverse impact on our business, financial condition and results of operations. In the event that we have inadvertently concluded that such permissions or approvals are not required for our Macao Operations or if, in the future, applicable laws, regulations or interpretations were to change and require us to obtain such permissions or approvals, the failure to obtain such permissions or approvals could potentially result in penalties and other regulatory actions against us and may materially and adversely affect our business and results of operations.

In addition, on December 2, 2021, the SEC adopted final amendments implementing the disclosure and submission requirements under the Holding Foreign Companies Accountable Act (the “HFCA Act”), pursuant to which the SEC will identify a “Commission-Identified Issuer” if an issuer has filed an annual report containing an audit report issued by a registered public accounting firm that the Public Company Accounting Oversight Board (“PCAOB”) has determined it is unable to inspect or investigate completely because of a position taken by an authority in the foreign jurisdiction, and will then impose a trading prohibition on an issuer after it is identified as a Commission-Identified Issuer for three consecutive years. If, in the future, we were to be identified as a Commission-Identified Issuer and have a “non-inspection” year, there is no assurance that we will be able to take remedial measures in a timely manner. On December 29, 2022, the Accelerating Holding Foreign Companies Accountable Act was signed into law, which reduced the number of consecutive non-inspection years required for triggering the listing and trading prohibitions under the HFCA Act from three years to two years. On December 15, 2022, the PCAOB reported that it was able, in 2022, to inspect and investigate completely audit firms headquartered in mainland China and Hong Kong and that, as a result, the PCAOB voted to vacate previous determinations to the contrary. However, uncertainties remain whether the PCAOB can continue to make a determination in the future that it is able to inspect and investigate completely PCAOB-registered audit firms based in mainland China and Hong Kong.

See “Item 1A. — Risk Factors — Risks Related to Doing Business in China” for more detailed information.

Transfers of Cash to and from Our Non-U.S. Subsidiaries

We are primarily dependent upon our properties in Macao and Singapore. We are a parent company with limited business operations of our own, our main asset is the capital stock of our subsidiaries. We conduct most of our business operations through our direct and indirect subsidiaries. Accordingly, our primary sources of cash are

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royalties, dividends and distributions derived from the earnings and cash flow generated by our operating properties. Our subsidiaries' payments to us will be contingent upon their earnings and upon other business considerations, which may be impacted by various factors.

In addition, our Macao and Singapore credit facility agreements, under certain circumstances, may limit or prohibit certain payments of dividends or other distributions to us. We expect future debt instruments issued by our subsidiaries for the financing of future developments may contain similar restrictions.

Subject to applicable law, any future dividend payments will be made at the discretion of our Board of Directors, taking into account various factors such as our future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions and other factors. There can be no assurance that dividends will be paid in any particular amount, if at all, for any given period. In addition, our ability to pay dividends is reliant to some extent on the dividends received by SCL. In April 2020, we suspended our quarterly dividend program due to the impact of the COVID-19 pandemic and in August 2023 the dividend program was reinstated.

The ability of subsidiaries to make distributions to us depends on the earnings and cash flow generated from gaming operations and various other factors, including dividend requirements to third-party public stockholders in the case of funds being repatriated from SCL, compliance with certain local statutes, the laws and regulations currently and in the future applicable to our subsidiaries and restrictions in connection with their contractual arrangements. For example, our revenues in Macao are denominated in patacas, the legal currency of Macao, and in Hong Kong dollars. The Macao pataca is pegged to the Hong Kong dollar and, in many cases, is used interchangeably with the Hong Kong dollar in Macao. The Hong Kong dollar is pegged to the U.S. dollar. While currently there are no foreign exchange or capital control restrictions applicable to intercompany transactions between us and our Macao, Hong Kong and mainland China subsidiaries, we cannot assure you that this will continue to be the case in the future and that our ability to convert large amounts of patacas into U.S. dollars over a relatively short period will not be limited. In addition, the mainland Chinese government also imposes controls on the convertibility of the renminbi into foreign currencies and, in certain cases, the remittance of currency out of China by our subsidiaries incorporated in mainland China. If, in the future, foreign exchange or capital control restrictions were to be imposed and become applicable to us, such restrictions could potentially reduce the amounts that we would be able to receive from our Macao, Hong Kong and mainland China subsidiaries. Our non-U.S. subsidiaries, including those located in Singapore, Macao, Hong Kong and mainland China, held unrestricted cash and cash equivalents of \$2.20 billion and restricted cash of \$124 million as of December 31, 2023, of which approximately \$1.80 billion is available to be repatriated, either in the form of dividends or via intercompany loans or advances, to the U.S., subject to the abovementioned restrictions. We do not expect withholding taxes or other foreign income taxes to apply should these earnings be distributed in the form of dividends or otherwise.

Cash may be transferred between and among the Company and its subsidiaries through capital contributions, intercompany loans or advances, dividends, royalties and transfers of cash and other assets. The total net transfers to (from) the Company with SCL were \$100 million, \$(978) million and \$42 million and with Marina Bay Sands were \$937 million, \$74 million and \$37 million for the years ended December 31, 2023, 2022 and 2021, respectively.

Net transfers from its subsidiaries to SCL were \$1.86 billion for the year ended December 31, 2023 and net transfers from SCL to its subsidiaries were \$497 million and \$385 million for the years ended December 31, 2022 and 2021, respectively. During the years ended December 31, 2023, 2022 and 2021, SCL made interest payments to the holders of the SCL Senior Notes in the amount of \$346 million, \$310 million and \$352 million, respectively. There were no interim principal payments on the SCL Senior Notes.

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ITEM 1A. — RISK FACTORS

You should carefully consider the risk factors set forth below as well as the other information contained in this Annual Report on Form 10-K in connection with evaluating the Company. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also have a material adverse effect on our business, financial condition, results of operations and cash flows. Certain statements in “Risk Factors” are forward-looking statements. See “Item 7 — Management’s Discussion and Analysis of Financial Condition and Results of Operations — Special Note Regarding Forward-Looking Statements.”

Summary of Risk Factors

The following is a summary of the principal risks that could adversely affect our business, operations and financial results.

Risks Related to Our Business

- Our business is particularly sensitive to reductions in discretionary consumer and corporate spending as a result of downturns in the economy.
- Natural or man-made disasters, an outbreak of highly infectious or contagious disease, political instability, civil unrest, terrorist activity or war could materially adversely affect the number of visitors to our facilities and disrupt our operations.
- Our business is sensitive to the willingness of our customers to travel.
- We are subject to extensive regulations that govern our operations in any jurisdiction where we operate.
- Certain local gaming laws apply to our gaming activities and associations in jurisdictions where we operate or plan to operate.
- We depend primarily on our properties in two markets for all of our cash flow, and because we are a parent company our primary source of cash is and will be distributions from our subsidiaries.
- Our debt instruments, current debt service obligations and substantial indebtedness may restrict our current and future operations.
- We are subject to fluctuations in foreign currency exchange rates.
- We extend credit to a portion of our customers and we may not be able to collect gaming receivables from our credit players.
- Win rates for our gaming operations depend on a variety of factors, some beyond our control, and the winnings of our gaming customers could exceed our casino winnings.
- We face the risk of fraud and cheating.
- Our operations face significant competition, which may increase in the future.
- Our attempts to expand our business into new markets and new ventures, including through acquisitions or strategic transactions, may not be successful.
- Our loan receivable is subject to certain risks, which could materially adversely affect our financial position, results of operations and cash flows.

Risks Associated with Our International Operations

- There are significant risks associated with our current and planned construction projects.
- Our Macao Concession and Singapore development agreements and casino license can be terminated or redeemed under certain circumstances without compensation to us.
- The number of visitors to Macao, particularly visitors from mainland China, may decline or travel to Macao may be disrupted.

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- The Macao and Singapore governments could grant additional rights to conduct gaming in the future and increase competition we face.
- Conducting business in Macao and Singapore has certain political and economic risks.
- Our tax arrangements with the Macao government may not be available on terms favorable to us or at all.
- We are subject to limitations on the transfers of cash to and from our subsidiaries, limitations of the pataca exchange markets and restrictions on the export of the renminbi.
- VML may have financial and other obligations to foreign workers seconded to its contractors under government labor quotas.

Risks Related to Doing Business in China

- Our business, financial condition and results of operations and/or the value of our securities or our ability to offer or continue to offer securities to investors may be materially and adversely affected to the extent the laws and regulations of mainland China become applicable to our operations in Macao and Hong Kong or economic, political and legal developments in Macao adversely affect our Macao operations.
- Our securities may be prohibited from being traded in the U.S. securities market and our investors may be deprived of the benefits of such inspections or investigations if the PCAOB were not able to conduct full inspections or investigations of our auditor.

Risks Related to Stock Ownership and Stockholder Matters

- The interests of our principal stockholders in our business may be different from yours.
- Conflicts of interest may arise because certain of our directors and officers are also directors of SCL.

Human Capital Related Risk Factors

- We depend on the continued services of key officers.
- We compete for limited management and labor resources in Macao and Singapore, and policies of those governments may also affect our ability to employ imported managers or labor.
- Labor actions and other labor problems could negatively impact our operations.

General Risk Factors

- Failure to maintain the integrity of our information and information systems or comply with applicable privacy and cybersecurity requirements and regulations could harm our reputation and adversely affect our business.
- We may fail to establish and protect our IP rights and could be subject to claims of IP infringement.
- The licensing of our trademarks to third parties could result in reputational harm for us.
- Our insurance coverage may not be adequate to cover all possible losses that our properties could suffer and our insurance costs may increase in the future.
- We are subject to changes in tax laws and regulations.
- Because we own real property, we are subject to extensive environmental regulation.
- We are subject to risks from litigation, investigations, enforcement actions and other disputes.
- We could be negatively impacted by environmental, social and governance and sustainability matters.

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Risks Related to Our Business

Our business is particularly sensitive to reductions in discretionary consumer and corporate spending as a result of downturns in the economy.

Consumer demand for hotel/casino resorts, trade shows and conventions and for the type of luxury amenities we offer is particularly sensitive to downturns in the economy and the corresponding impact on discretionary spending. Changes in discretionary consumer spending or corporate spending on conventions and business travel could be driven by many factors, such as: perceived or actual general economic conditions; fear of exposure to a widespread health epidemic; any weaknesses in the job or housing market; credit market disruptions; high energy, fuel and food costs; the increased cost of travel; the potential for bank failures; perceived or actual disposable consumer income and wealth; fears of recession and changes in consumer confidence in the economy; or fear of war, political instability, civil unrest or future acts of terrorism. These factors could reduce consumer and corporate demand for the luxury amenities and leisure and business activities we offer, thus imposing additional limits on pricing and harming our operations.

Natural or man-made disasters, an outbreak of highly infectious or contagious disease, political instability, civil unrest, terrorist activity or war could materially adversely affect the number of visitors to our facilities and disrupt our operations.

So-called "Acts of God," such as typhoons and rainstorms, particularly in Macao, and other natural disasters, man-made disasters, outbreaks of highly infectious or contagious diseases, political instability, civil unrest, terrorist activity or war may result in decreases in travel to and from, and economic activity in, areas in which we operate, and may adversely affect the number of visitors to our properties. We also face potential risks associated with the physical effects of climate change, which may include more frequent or severe storms, typhoons, flooding, extreme or prolonged heat, rising sea levels and shortages of water. To the extent climate change causes additional changes in weather patterns, our properties along the coast in Macao could be subject to an increase in the number and severity of typhoons and coastal and river flooding could cause damage to these properties, and all our properties could be subject to increased precipitation levels and heat stress. Any of these events may disrupt our ability to staff our business adequately, could generally disrupt our operations, and could have a material adverse effect on our business, financial condition, results of operations and cash flows. Although we have insurance coverage with respect to some of these events, we cannot assure you any such coverage will provide any coverage or be sufficient to indemnify us fully against all direct and indirect costs, including any loss of business that could result from substantial damage to, or partial or complete destruction of, any of our properties.

Our business is sensitive to the willingness of our customers to travel.

We are dependent on the willingness of our customers to travel. Only a portion of our business is and will be generated by local residents. Most of our customers travel to reach our Macao and Singapore properties. Infectious diseases may severely disrupt domestic and international travel, which would result in a decrease in customer visits to Macao and Singapore, including our properties. Regional political events, acts of terrorism or civil unrest, including those resulting in travelers perceiving areas as unstable or an unwillingness of governments to grant visas, regional conflicts or an outbreak of hostilities or war could have a similar effect on domestic and international travel. Management cannot predict the extent to which disruptions from these types of events in air or other forms of travel would have on our business, financial condition, results of operations and cash flows.

We are subject to extensive regulations that govern our operations in any jurisdiction where we operate.

We are required to obtain and maintain licenses from various jurisdictions in order to operate certain aspects of our business, and we are subject to extensive background investigations and suitability standards in our gaming business. We also will become subject to regulation in any other jurisdiction where we choose to operate in the future. There can be no assurance we will be able to obtain new licenses or renew any of our existing licenses, or if such licenses are obtained, such licenses will not be conditioned, suspended or revoked; and the loss, denial or non-renewal of any of our licenses could have a material adverse effect on our business, financial condition, results of operations and cash flows. See "Item 1 — Business — Regulation and Licensing" for further description of regulations that govern our operations.

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We are subject to anti-corruption laws and regulations, such as the Foreign Corrupt Practices Act (the “FCPA”), which generally prohibits U.S. companies and their intermediaries from making improper payments to foreign officials for the purpose of obtaining or retaining business. Any violation of the FCPA could have a material adverse effect on our business, financial condition, results of operations and cash flows.

We also deal with significant amounts of cash in our operations and are subject to various reporting and anti-money laundering regulations in certain jurisdictions where we operate, including Singapore and Macao, as well as regulations set forth by the gaming authorities in the areas in which we operate. Any such laws and regulations could change or could be interpreted differently in the future, or new laws and regulations could be enacted. Any violation of anti-money laundering laws or regulations, or any accusations of money laundering or regulatory investigations into possible money laundering activities, by any of our properties, employees or customers could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Certain local gaming laws apply to our gaming activities and associations in jurisdictions where we operate or plan to operate.

We are required to comply with certain reporting requirements concerning our current and proposed gaming activities and associations, including in Macao, Singapore and other jurisdictions. The gaming authorities in jurisdictions where we operate or plan to operate, including in Macao and Singapore, exercise authority for purposes of assessing suitability in relation to our activities in other gaming jurisdictions where we do business. Any gaming laws and regulations that apply to us could change or could be interpreted differently in the future, or new laws and regulations could be enacted, and we may incur significant costs to comply, or may be unable to comply, with any new or modified gaming laws and regulations.

We depend primarily on our properties in two markets for all of our cash flow, and because we are a parent company our primary source of cash is and will be distributions from our subsidiaries.

We are primarily dependent upon our Asia properties for all of our cash. Given our operations are conducted primarily at properties in Macao and Singapore and a large portion of our planned development is in Macao and Singapore, we are subject to greater risk than if we were more diversified.

Additionally, because we are a parent company with limited business operations of our own, our main asset is the capital stock of our subsidiaries. We conduct most of our business operations through our direct and indirect subsidiaries. Accordingly, our primary sources of cash are dividends and distributions with respect to our ownership interests in our subsidiaries derived from the earnings and cash flow generated by our operating properties. Our subsidiaries' payments to us will be contingent upon their earnings and upon other business considerations, which may be impacted by the factors described above. For example, due to the impact of the COVID-19 pandemic, we suspended our quarterly dividend program between April 2020 and July 2023, resuming dividend payments in August 2023, and SCL suspended its dividend payments beginning in February 2020.

In addition, our Macao and Singapore credit agreements, under certain circumstances, may limit or prohibit certain payments of dividends or other distributions to us. We expect future debt instruments for the financing of future developments may contain similar restrictions.

Our debt instruments, current debt service obligations and substantial indebtedness may restrict our current and future operations.

Our current debt service obligations contain, or any future debt service obligations and instruments may contain, a number of restrictive covenants that impose significant operating and financial restrictions on us, including restrictions on our ability to:

- incur additional debt, including providing guarantees or credit support;
- incur liens securing indebtedness or other obligations;
- dispose of certain assets;
- make certain acquisitions;
- pay dividends or make distributions and make other restricted payments, such as purchasing equity interests, repurchasing junior indebtedness or making investments in third parties;

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- enter into sale and leaseback transactions;
- engage in any new businesses;
- issue preferred stock; and
- enter into transactions with our stockholders and our affiliates.

In addition, our Macao, Singapore and U.S. credit agreements contain various financial covenants. See “Item 8 — Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note 12 — Long-Term Debt” for further description of these covenants.

As of December 31, 2023, we had \$14.03 billion of long-term debt outstanding, net of original issue discount and deferred offering costs (excluding those costs related to our revolving facilities). This indebtedness could have important consequences to us. For example, it could:

- make it more difficult for us to satisfy our debt service obligations;
- increase our vulnerability to general adverse economic and industry conditions;
- impair our ability to obtain additional financing in the future for working capital needs, capital expenditures, development projects, acquisitions or general corporate purposes;
- require us to dedicate a significant portion of our cash flow from operations to the payment of principal and interest on our debt, which would reduce the funds available for our operations and development projects;
- limit our flexibility in planning for, or reacting to, changes in the business and the industry in which we operate;
- place us at a competitive disadvantage compared to our competitors that have less debt; and
- subject us to higher interest expense in the event of increases in interest rates.

Subject to applicable laws, including gaming laws, and certain agreed upon exceptions, our Singapore debt is secured by liens on substantially all of the assets of our Singapore operations.

Our ability to timely refinance and replace our indebtedness in the future will depend upon general economic and credit market conditions, potential approval required by local government regulators, adequate liquidity in the global credit markets, the particular circumstances of the gaming industry, and prevalent regulations and our cash flow and operations, in each case as evaluated at the time of such potential refinancing or replacement. We have a principal amount of \$1.90 billion, \$3.37 billion, \$3.54 billion, \$700 million and \$1.90 billion in long-term debt maturing during the years ending December 31, 2024, 2025, 2026, 2027 and 2028, respectively. If we are unable to refinance or generate sufficient cash flow from operations to repay our indebtedness on a timely basis, we might be forced to seek alternate forms of financing, dispose of certain assets or minimize capital expenditures and other investments, or not make dividend payments. There is no assurance any of these alternatives would be available to us, if at all, on satisfactory terms, on terms that would not be disadvantageous to us, or on terms that would not require us to breach the terms and conditions of our existing or future debt agreements.

We may attempt to arrange additional financing to fund the remainder of our planned, and any future, development projects. If we are required to raise additional capital in the future, our access to and cost of financing will depend on, among other things, global economic conditions, conditions in the global financing markets, the availability of sufficient amounts of financing, our prospects and our credit ratings. If our credit ratings were to be downgraded, or general market conditions were to ascribe higher risk to our rating levels, our industry, or us, our access to capital and the cost of any debt financing would be further negatively impacted. In addition, the terms of future debt agreements could require higher costs, include more restrictive covenants, or require incremental collateral, which may further restrict our business operations or be unavailable due to our covenant restrictions then in effect. There is no guarantee that debt financings will be available in the future to fund our obligations, or that they will be available on terms consistent with our expectations. Our current debt service obligations contain a number of restrictive covenants that impose significant operating and financial restrictions on us, and our Macao, Singapore and U.S. credit agreements contain various financial covenants.

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We are subject to fluctuations in foreign currency exchange rates.

We record transactions in the functional currencies of our reporting entities. Because our consolidated financial statements are presented in U.S. dollars, we translate revenues and expenses, as well as assets and liabilities, into U.S. dollars at exchange rates in effect during or at the end of each reporting period, which subjects us to foreign currency translation risks. The strengthening of the U.S. dollar against the functional currencies of our foreign operations could have an adverse effect on our U.S. dollar financial results.

We are a parent company whose primary source of cash is distributions from our subsidiaries. Fluctuations in the U.S. dollar/SGD exchange rate, the U.S. dollar/Macao pataca exchange rate and/or the U.S. dollar/Hong Kong Dollar (“HKD”) exchange rate could have a material adverse effect on the amount of dividends and distributions from our Singapore and Macao operations.

We extend credit to a portion of our customers and we may not be able to collect gaming receivables from our credit players.

We conduct our gaming activities on a credit and cash basis. Any such credit we extend is unsecured. Table games players typically are extended more credit than slot players, and high-stakes players typically are extended more credit than players who tend to wager lesser amounts.

During the year ended December 31, 2023, approximately 10.6% and 11.9% of our table games drop at our Macao properties and Marina Bay Sands, respectively, was from credit-based wagering. We extend credit to those customers whose level of play and financial resources warrant, in the opinion of management, an extension of credit. These large receivables could have a significant impact on our results of operations if deemed uncollectible.

While gaming debts are evidenced by a credit instrument, including what is commonly referred to as a “marker,” certain jurisdictions around the world, including jurisdictions our gaming customers may come from, may determine, or have determined, enforcement of gaming debts is against public policy. Although courts of some foreign nations will enforce gaming debts directly and the assets in the U.S. of foreign debtors may be reached to satisfy a judgment, judgments on gaming debts from courts in the U.S. and elsewhere are not binding in the courts of many foreign nations.

In particular, we expect our Macao operations will be able to enforce gaming debts only in a limited number of jurisdictions, including Macao. To the extent our Macao gaming customers are from other jurisdictions, our Macao operations may not have access to a forum in which it will be possible to collect all gaming receivables because, among other reasons, courts of many jurisdictions do not enforce gaming debts and our Macao operations may encounter forums that will refuse to enforce such debts. Moreover, under applicable law, our Macao operations remain obligated to pay taxes on uncollectible winnings from customers.

It is also possible our Singapore operations may not be able to collect gaming debts because, among other reasons, courts of certain jurisdictions do not enforce gaming debts. To the extent our Singapore gaming customers' assets are situated in such jurisdictions, our Singapore operations may not be able to take enforcement action against such assets to facilitate collection of gaming receivables.

Even where gaming debts are enforceable, they may not be collectible. Our inability to collect gaming debts could have a significant adverse effect on our results of operations and cash flows.

Win rates for our gaming operations depend on a variety of factors, some beyond our control, and the winnings of our gaming customers could exceed our casino winnings.

The gaming industry is characterized by an element of chance. In addition to the element of chance, win rates are also affected by other factors, including players' skill and experience, the mix of games played, the financial resources of players, the spread of table limits, the volume of bets played and the amount of time played. Our gaming profits are mainly derived from the difference between our casino winnings and the casino winnings of our gaming customers. Since there is an inherent element of chance in the gaming industry, we do not have full control over our winnings or the winnings of our gaming customers. If the winnings of our gaming customers exceed our winnings, we may record a loss from our gaming operations, which could have a material adverse effect on our financial condition, results of operations and cash flows.

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We face the risk of fraud and cheating.

Our gaming customers may attempt or commit fraud or cheat in order to increase winnings. Acts of fraud or cheating could involve the use of counterfeit chips or other tactics, possibly in collusion with our employees. Internal acts of cheating could also be conducted by employees through collusion with dealers, surveillance staff, floor managers or other casino or gaming area staff. Failure to discover such acts or schemes in a timely manner could result in losses in our gaming operations. In addition, negative publicity related to such schemes could have an adverse effect on our reputation, potentially causing a material adverse effect on our business, financial condition, results of operations and cash flows.

Our operations face significant competition, which may increase in the future.

The hotel, resort and casino businesses in Macao and Singapore are highly competitive. Our Macao properties compete with numerous other casinos located within Macao. Additional Macao facilities announced by our competitors and the increasing capacity of hotel rooms in Macao could add to the competitive dynamic of the market.

Our Macao and Singapore operations will also compete to some extent with casinos located elsewhere in Asia, including South Korea, Malaysia, Philippines, Australia, Cambodia and elsewhere in the world, including Las Vegas, as well as online gaming and cruise ships that offer gaming. Our operations also face increased competition from new developments in Malaysia, Australia and South Korea. In addition, certain countries have legalized, and others may in the future legalize, casino gaming, including Japan, Taiwan, Thailand and Vietnam.

The proliferation of gaming venues and gaming activities, such as online gaming, as well as renovations and expansions by our competitors, and their ability to attract customers away from our properties could have a material adverse effect on our financial condition, results of operations and cash flows.

Our attempts to expand our business into new markets and new ventures, including through acquisitions or strategic transactions, may not be successful.

We may opportunistically seek to expand our business through, among other things, expansion into new geographies or new ventures complementary to our current operations. These attempts to expand our business could increase the complexity of our business, require significant levels of investment and strain our management, personnel, operations and systems. In addition, our attempts to expand into new geographies could pose additional challenges given our limited operational experience in other jurisdictions. In order to facilitate such expansion, we may engage in strategic and complementary acquisitions and other transactions or investments involving other integrated resorts, hospitality or gaming brands, businesses, properties or other assets, either on our own or in partnership with others. These items are subject to challenges and risks that could affect our business, including: our incurrence of significant transaction costs in connection with a pending transaction or investment, regardless of whether it is completed; the restrictions on and obligations with respect to our business that may exist in connection with the pending transaction or investment; fluctuations in our market value, including the depreciation in our market value if the pending transaction or investment is not completed or the failure of the transaction or investment, even if completed, to increase our market value; and failure to integrate acquired businesses successfully or achieve the anticipated benefits or synergies of the transaction. As noted in "Development Projects - New York," there is litigation associated with the Procedural Steps for our right to lease the underlying land of the Nassau County Coliseum from the County of Nassau in the State of New York. The Company is not a party to the litigation, but there can be no assurance as to the completion or positive outcome of the Procedural Steps or our ability to secure a new lease on terms that are favorable to us. In addition, there is no assurance we will be able to obtain a casino license from the State of New York. There can be no assurance that our business expansion efforts will develop as anticipated or that we will succeed, and if we do not, we may be unable to recover our investments, which could adversely impact our business, financial condition and results of operations.

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Our loan receivable is subject to certain risks, which could materially adversely affect our financial position, results of operations and cash flows.

On February 23, 2022, in connection with closing of the sale of our Las Vegas real property and operations, including The Venetian Resort Las Vegas and the Sands Expo and Convention Center (the “Las Vegas Operations”), for an aggregate purchase price of approximately \$6.25 billion (the “Las Vegas Sale”), we entered into a seller financing loan agreement, which provides for a six-year senior secured term loan with a principal amount of \$1.19 billion as of December 31, 2023. While payments on the loan have been made, if this loan were to become impaired and could not be collected, our financial position, results of operations and cash flows could be materially adversely affected for the amount of uncollected, or deemed uncollectible, principal and interest.

Risks Associated with Our International Operations

There are significant risks associated with our current and planned construction projects.

Our development projects and any other construction projects we undertake will entail significant risks. Construction activity requires us to obtain qualified contractors and subcontractors, the availability of which may be uncertain. Construction projects are subject to cost overruns and delays caused by events outside of our control or, in certain cases, our contractors' control, such as shortages of materials or skilled labor, unforeseen engineering, environmental and/or geological problems, work stoppages, weather interference, unanticipated cost increases and unavailability of construction materials or equipment. Construction, equipment or staffing problems or difficulties in obtaining any of the requisite materials, licenses, permits, allocations and authorizations from governmental or regulatory authorities could increase the total cost, delay, jeopardize, prevent the construction or opening of our projects, or otherwise affect the design and features. As development and construction projects develop, we could also make decisions that result in increases to the expected costs and timelines for completion of our projects. Construction contractors or counterparties for our current projects may be required to bear certain cost overruns for which they are contractually liable, and if such counterparties are unable to meet their obligations, we may incur increased costs for such developments. For example, we are obligated to commence certain construction projects in Singapore under the Second Development Agreement by April 2024, which we do not expect to be able to timely commence. We are in discussions with the Singapore government on the duration of the timeline extension for commencement and completion of the expansion of Marina Bay Sands to fulfill our obligations under the Second Development Agreement. If such extension is not obtained, we will be in breach of our obligations under the Second Development Agreement. In addition, the number of ongoing projects and their locations throughout the world present unique challenges and risks to our management structure. If our management is unable to manage successfully our worldwide construction projects, it could have a material adverse effect on our financial condition, results of operations and cash flows.

The anticipated costs and completion dates for our current and planned projects are based on budgets, designs, development and construction documents and schedule estimates are prepared with the assistance of architects and other construction development consultants and are subject to change as the design, development and construction documents are finalized and as actual construction work is performed. A failure to complete our projects on budget or on schedule may have a material adverse effect on our financial condition, results of operations and cash flows.

Our Macao Concession and Singapore development agreements and casino license can be terminated or redeemed under certain circumstances without compensation to us.

The Macao government has the right to unilaterally terminate our Concession in the event of VML's serious non-compliance with its basic obligations under the Concession and applicable Macao laws. Upon termination of our Concession, the casinos and gaming-related equipment, for which use has been temporarily transferred by the Macao government to VML, would automatically be transferred back to the Macao government without compensation to us and we would cease to generate any revenues from these operations. The loss of our Concession would prohibit us from conducting gaming operations in Macao, which could have a material adverse effect on our business, financial condition, results of operations and cash flows. Additionally, beginning on January 1, 2029, the Macao government has the option to redeem the Concession by providing us at least one-year advance notice. In the event the Macao government exercises this redemption right, we are entitled to fair compensation or indemnity. However, the compensation paid may not be adequate to compensate us for the loss of future revenues.

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Under the casino regulatory framework in Singapore, our casino license may be terminated in the event of Marina Bay Sands' serious non-compliance with its obligations under the casino regulations or our casino license conditions, and the development agreements between Marina Bay Sands and the STB contain events of default that could permit the STB to terminate the agreement without compensation to us. If the development agreements are terminated, we could lose our right to operate the Marina Bay Sands and our investment in Marina Bay Sands could be lost. Additionally, under the terms of our development agreements with the STB, either or both the casino concession and the casino license may be terminated on public interest grounds, in which case, we are entitled to fair compensation. However, the compensation paid may not be adequate to compensate us for the loss of future revenues.

The number of visitors to Macao, particularly visitors from mainland China, may decline or travel to Macao may be disrupted.

Our VIP and mass market gaming customers typically come from nearby destinations in Asia, including mainland China, Hong Kong, South Korea and Japan. Increasingly, a significant number of gaming customers come to our casinos from mainland China. Slowdown in economic growth or changes of China's current restrictions on travel and currency movements have disrupted, and if such slowdown is continued and prolonged could further disrupt, the number of visitors from mainland China to our casinos in Macao as well as the amounts they are willing and able to spend while at our properties.

Policies and measures adopted from time to time by the Chinese government include restrictions imposed on exit visas granted to residents of mainland China for travel to Macao and Hong Kong. These policies and measures, if implemented, may have the effect of reducing the number of visitors to Macao from mainland China, which could adversely impact tourism and the gaming industry in Macao.

The Macao and Singapore governments could grant additional rights to conduct gaming in the future and increase competition we face.

We hold one of only six gaming concessions authorized by the Macao government to operate casino games of chance in Macao through December 31, 2032. We hold one of two licenses granted by the Singapore government to operate a casino in Singapore during an exclusive period expiring on December 31, 2030. If the Macao government were to allow additional gaming operators in Macao or the Singapore government were to license additional casinos, we would face additional competition, which could have a material adverse effect on our financial condition, results of operations and cash flows.

Conducting business in Macao and Singapore has certain political and economic risks.

Our business development plans, financial condition, results of operations and cash flows may be materially and adversely affected by significant political, social and economic developments in Macao and Singapore, and by changes in policies of the governments or changes in laws and regulations or their interpretations. Our operations in Macao and Singapore are also exposed to the risk of changes in laws and policies that govern operations of companies based in those countries. Jurisdictional tax laws and regulations may also be subject to amendment or different interpretation and implementation, thereby having an adverse effect on our profitability after tax. These changes may have a material adverse effect on our financial condition, results of operations and cash flows.

Current Macao and Singapore laws and regulations concerning gaming and gaming concessions and licenses are, for the most part, fairly recent and there is little precedent on the interpretation of these laws and regulations. We believe our organizational structure and operations are in compliance in all material respects with all applicable laws and regulations of Macao and Singapore. These laws and regulations are complex and a court or an administrative or regulatory body may in the future render an interpretation of these laws and regulations, or issue regulations, which differs from our interpretation and could have a material adverse effect on our financial condition, results of operations and cash flows.

In addition, our activities in Macao and Singapore are subject to administrative review and approval by various government agencies. We cannot assure you we will be able to obtain all necessary approvals, which may have a material adverse effect on our long-term business strategy and operations. Macao and Singapore laws permit redress to the courts with respect to administrative actions; however, such redress is largely untested in relation to gaming issues.

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The Macao government approved smoking control legislation, which prohibits smoking in casinos other than in certain enumerated areas. Such legislation may deter potential gaming customers who are smokers from frequenting casinos in jurisdictions with smoking bans such as Macao. Such laws and regulations could change or could be interpreted differently in the future. We cannot predict the future likelihood or outcome of similar legislation or referendums in other jurisdictions where we operate or the magnitude of any decrease in revenues as a result of such regulations, though any smoking ban could have an adverse effect on our business, financial condition, results of operations and cash flows.

Our tax arrangements with the Macao government may not be available on terms favorable to us or at all.

We have had the benefit of a corporate tax exemption in Macao, which exempts us from paying the 12% corporate income tax on profits generated by the operation of casino games, but does not apply to our non-gaming activities. We will continue to benefit from this tax exemption through December 31, 2027. Additionally, we entered into a shareholder dividend tax agreement with the Macao government in April 2019, effective through June 26, 2022, providing an annual payment as a substitution for a 12% tax otherwise due from VML shareholders on dividend distributions paid from VML gaming profits (the "Shareholder Dividend Tax Agreement"). We are in discussions for a new shareholder dividend tax agreement; however, there is no certainty this tax arrangement will be granted.

We are subject to limitations on the transfers of cash to and from our subsidiaries, limitations of the pataca exchange markets and restrictions on the export of the renminbi.

Our revenues in Macao are denominated in patacas, the legal currency of Macao, and Hong Kong dollars. The Macao pataca is pegged to the Hong Kong dollar and, in many cases, is used interchangeably with the Hong Kong dollar in Macao. Although currently permitted, we cannot assure you patacas will continue to be freely exchangeable into U.S. dollars. Also, our ability to convert large amounts of patacas into U.S. dollars over a relatively short period may be limited.

The ability of subsidiaries to make distributions to us depends on the earnings and cash flow generated from gaming operations and various other factors, including dividend requirements to third-party public stockholders in the case of funds being repatriated from SCL, compliance with certain local statutes, the laws and regulations currently and in the future applicable to our subsidiaries and restrictions in connection with their contractual arrangements. While currently there is no foreign exchange or capital control restriction applicable to transactions between us and our Singapore, Macao, Hong Kong and mainland China subsidiaries, we cannot assure you that this will continue to be the case in the future. In addition, the mainland Chinese government also imposes controls on the convertibility of the renminbi into foreign currencies and, in certain cases, the remittance of currency out of China by our subsidiaries incorporated in mainland China. If, in the future, foreign exchange or capital control restrictions were to be imposed and become applicable to us, such restrictions could potentially reduce the amounts that we would be able to receive from our Singapore, Macao, Hong Kong and mainland China subsidiaries. We do not expect withholding taxes or other foreign income taxes to apply should repatriated earnings be distributed in the form of dividends or otherwise.

We are currently prohibited from accepting wagers in renminbi, the legal currency of China. There are also restrictions on the remittance of the renminbi from mainland China and the amount of renminbi that can be converted into foreign currencies, including the pataca and Hong Kong dollar. Restrictions on the remittance of the renminbi from mainland China may impede the flow of gaming customers from mainland China to Macao, inhibit the growth of gaming in Macao and negatively impact our gaming operations. There is no assurance that incremental mainland Chinese regulations will not be promulgated in the future that have the effect of restricting or eliminating the remittance of renminbi from mainland China. Further, if any new mainland Chinese regulations are promulgated in the future that have the effect of permitting or restricting (as the case may be) the remittance of renminbi from mainland China, then such remittances will need to be made subject to the specific requirements or restrictions set out in such rules.

If restrictions are placed on the ability of our subsidiaries in Singapore, Macao, Hong Kong and mainland China to make distributions or declare dividends or limitations of the pataca exchange markets and restrictions on the export of the renminbi are realized, it could potentially adversely affect our results of operations, financial position and cash flows.

VML may have financial and other obligations to foreign workers seconded to its contractors under government labor quotas.

The Macao government has granted VML quotas to permit it to hire foreign workers. VML has effectively seconded part of the foreign workers employed under these quotas to its contractors for the construction of our Cotai Strip projects. VML, however, remains ultimately liable for all employer obligations relating to these workers, including for payment of wages and taxes and compliance with labor and workers' compensation laws. VML requires each contractor to whom it has seconded these foreign workers to indemnify VML for any costs or liabilities VML incurs as a result of such contractor's failure to fulfill their obligations. VML's agreements with its contractors also contain provisions that permit it to retain some payments for up to one year after the contractors' complete work on the projects. We cannot assure you VML's contractors will fulfill their obligations to workers hired under the labor quotas or to VML under the indemnification agreements, or the amount of any indemnification payments received will be sufficient to pay for any obligations VML may owe to foreign workers seconded to contractors under VML's quotas. Until we make final payments to our contractors, we have offset rights to collect amounts they may owe us, including amounts owed under the indemnities relating to employer obligations. After we have made the final payments, it may be more difficult for us to enforce any unpaid indemnity obligations.

Risks Related to Doing Business in China

Our business, financial condition and results of operations and/or the value of our securities or our ability to offer or continue to offer securities to investors may be materially and adversely affected to the extent the laws and regulations of mainland China become applicable to our operations in Macao and Hong Kong or economic, political and legal developments in Macao adversely affect our Macao operations.

We are a parent company with limited business operations of our own, and our main asset is the capital stock of our subsidiaries. A significant portion of our business operations are based in Macao and held by various Macao-incorporated indirect subsidiaries of SCL, our majority-owned subsidiary incorporated in Cayman Islands and listed in Hong Kong (collectively referred to as the "Macao Operations"). We also have subsidiaries incorporated in mainland China and Hong Kong that provide back-office support, such as information technology, accounting, hotel management and marketing services, which complement and support SCL's main back-office functions in Macao.

We face various legal and operational risks and uncertainties relating to having a majority of our operations based in Macao and held by various Macao-incorporated indirect subsidiaries of SCL. Substantially all of SCL's assets are located in Macao and substantially all of SCL's revenue is derived from Macao. Accordingly, our results of operations, financial position and prospects are subject to a significant degree to the economic, political and legal situation in Macao. China's economy differs from the economies of most developed countries, including the structure of the economy, level of government involvement, level of development, growth rate, control of capital inflows and outflows, control of foreign exchange and allocation of resources.

Our operations face risks and uncertainties associated with evolving Chinese laws and regulations, such as those associated with the extent to which the level of Chinese government involvement, control of capital inflows and outflows, control of foreign exchange and allocation of resources currently applicable within mainland China may become applicable to us and other risks and uncertainties as to whether and how recent Chinese government statements and regulatory developments, such as those relating to data and cyberspace security and anti-monopoly, could result in a material change in our operations and/or the value of our securities or could significantly limit or completely hinder our ability to offer or continue to offer securities to investors, cause the value of such securities to significantly decline or be worthless and affect our ability to list securities on a U.S. or other foreign exchange. If, in the future, there were to be a significant change in the manner in which the Chinese government exercises direct or indirect oversight, discretion or control over businesses operated in Macao, mainland China and Hong Kong, including the current interpretation and application of existing Chinese laws and regulations on how the Chinese government exercises direct or indirect oversight, discretion or control over businesses operated in Macao, mainland China and Hong Kong, it could potentially result in our Macao Operations being materially adversely affected and it could potentially adversely affect our results of operations, financial position and cash flows. In addition, the Chinese government has recently adopted new rules to exert more oversight and control over offerings that are conducted overseas and/or foreign investment in China-based issuers.

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There may be risks and uncertainties associated with the evolving laws and regulations in China, including their interpretation and implementation with respect to the enforcement of laws, rules and regulations and the possibility of changes thereto with little advance notice. If, in the future, there were to be any significant governmental influence in the future on, or in relation to our business or operations, or significant control over offerings of our securities or foreign investment in China-based issuers, this could potentially significantly limit or completely hinder our ability to offer or continue to offer securities to investors, cause the value of our securities to significantly decline or be worthless and affect our ability to list securities on a U.S. or other foreign exchange. For example, on August 20, 2021, the Standing Committee of the National People's Congress ("SCNPC") promulgated the Personal Information Protection Law of the PRC ("PIPL"), which became effective on November 1, 2021. As the first systematic and comprehensive law specifically for the protection of personal information in the PRC, the PIPL provides extraterritorial effect on the personal information processing activities. Since our data processing activities outside mainland China from our Macao Operations relate to the offering of goods or services directed at natural persons in mainland China, our businesses from our Macao Operations operated outside mainland China are potentially subject to the requirements of PIPL. However, the implementation rules to the extraterritorial jurisdiction of the PIPL have not been finalized yet, and it remains unclear how the Chinese government will enforce such law. If the extraterritorial jurisdiction under the PIPL were to be extended to us, our Macao Operations would be subject to certain data privacy obligations, which could potentially result in a material change to our operations. These data privacy obligations would primarily include bearing the responsibility for our personal information processing activities, and adopting the necessary measures to safeguard the security of the personal information we process in compliance with the standards required under the PIPL, the failure of which may result in us being ordered to correct or suspend or terminate the provision of services, confiscation of illegal income, fines or other penalties. Specifically, if the PIPL were to become applicable to us, we would be required to (i) notify the individuals concerned of the processing of their personal information in detail and establish legal bases for such processing; (ii) improve internal data governance by implementing managerial and technical security measures and response plans for security incidents; (iii) designate a person in charge of personal information protection where we qualify as a "quantity processor" (to be defined by the CAC); (iv) establish a special agency or designate a representative within the territory of the PRC to be responsible for handling matters relating to personal information protection; (v) establish and make public the procedure for individuals to exercise their rights related to personal information; (vi) conduct an impact assessment on personal information protection before any high-risk processing activities; (vii) conclude an agreement with such vendor and supervise its processing where we entrust processing of personal information to any vendor; (viii) meet one of the conditions prescribed by the PIPL where we transfer personal information outside the territory of the PRC due to business or other needs. In addition, under the PIPL, where an overseas organization or individual engages in personal information processing activities that infringe upon the personal information rights and interests of PRC citizens or endangering the national security and public interests of the PRC, the CAC may include such organization or individual in the list of subjects to whom provision of personal information is restricted or prohibited, announce the same, and take measures such as restricting or prohibiting provision of personal information to such organization or individual. Moreover, if the recent Chinese regulatory actions on data security or other data-related laws and regulations were to become applicable to us in the future, we could become subject to certain cybersecurity and data privacy obligations, which could potentially result in a material change to our operations, and the failure to meet such obligations could result in penalties and other regulatory actions against us and may materially and adversely affect our business and results of operations.

Recent events also indicate greater oversight by the CAC over data security, particularly for companies with Chinese operations seeking to list on a foreign exchange. For example, the Measures for Cybersecurity Review ("Review Measures") issued by the CAC came into effect on February 15, 2022. The Review Measures provide that, in addition to critical information infrastructure operators ("CIIOs") that intend to purchase network products or services, online platform operators engaging in data processing activities that affect or may affect national security shall also be subject to cybersecurity review. The Review Measures require that an online platform operator which possesses the personal information of at least one million users must apply for a cybersecurity review by the CAC if it intends to be listed in foreign countries. The Review Measures do not provide for a definition of "online platform operator" and, therefore, we cannot assure you that our Macao Operations will not be deemed as an "online platform operator." However, as of the date of this report, our subsidiaries incorporated in mainland China do not have over one million users' personal information and do not anticipate that they will be collecting over one million users' personal information in the foreseeable future, and on that basis we believe we are not required to apply for

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cybersecurity review by the CAC, even if we are deemed as an “online platform operator.” The Review Measures are not enacted in accordance with the PIPL, so our obligation to apply for cybersecurity review will not change no matter whether the PIPL applies to us or not. Further, we have not received any notice from any authorities identifying any of our subsidiaries as a CIO or requiring them to undertake a cybersecurity review by the CAC. While we believe our subsidiaries are not required to apply for cybersecurity review, the Review Measures provide CAC and relevant authorities certain discretion to initiate cybersecurity review where any network product or service or any data handling activity is considered to affect or may affect national security, which may lead to uncertainties in relation to the Review Measures’ impact on our operations or the offering of our securities.

As advised by our PRC legal advisers, Haiwen & Partners, SCL is currently not required to obtain any permission or approval from the CSRC, CAC or any other mainland Chinese governmental authority to operate its business or to issue securities to foreign investors, other than those related to its two subsidiaries incorporated in mainland China that only provide back office support. SCL has received all requisite permissions and approvals for its back office supporting functions located in mainland China, primarily being the standard business licenses issued by the relevant authorities in mainland China, and it has never been denied such permissions and approvals. If SCL does not receive or maintain such permissions or approvals in relation to such back office support functions, we do not expect there will be any material adverse impact on the business, financial condition and results of our Macao Operations. However, in the event that we have inadvertently concluded that such permissions or approvals are not required or if, in the future, applicable laws, regulations or interpretations were to change and require SCL to obtain such permissions or approvals, the failure to obtain such permissions or approvals could potentially result in penalties and other regulatory actions against SCL and may materially and adversely affect our business and results of operations.

In addition, we face risks and uncertainties associated with evolving Chinese laws and regulations, such as those associated with the extent to which the level of Chinese government involvement, control of capital inflows and outflows, control of foreign exchange and allocation of resources currently applicable within mainland China may become applicable to us. A significant portion of our assets are located in Macao and a significant portion of our revenue is derived from Macao. Accordingly, our results of operations, financial position and prospects are subject to a significant degree to the economic, political and legal situation in Macao. From December 20, 1999, Macao became a Special Administrative Region of China when China resumed the exercise of sovereignty over Macao. The Basic Law of Macao provides that Macao will be governed under the principle of “one country, two systems” with its own separate government and legislature and that Macao will have a high degree of legislative, judicial and economic autonomy. However, there can be no assurance that economic, political and legal developments in Macao will not adversely affect our operations, or that there will not be a change in the manner in which regulatory oversight is conducted in Macao, if China were to apply such laws and regulations of mainland China to our operations in Macao and Hong Kong. If any such change were to occur, it could potentially adversely affect our results of operations, financial position and prospects. For example, currently in mainland China, the renminbi cannot be freely exchanged into any foreign currencies, and exchange and remittance of foreign currencies are subject to Chinese foreign exchange regulations. If, in the future, similar regulations were to become applicable to the exchange and remittance of patacas or other currencies in Macao, there could potentially be a material adverse effect on our business, financial condition, results of operations and cash flows.

Our securities may be prohibited from being traded in the U.S. securities market and our investors may be deprived of the benefits of such inspections or investigations if the PCAOB were not able to conduct full inspections or investigations of our auditor.

The Holding Foreign Companies Accountable Act was enacted in December 2020 (as further amended, the “HFCA Act”). The HFCA Act states that if the SEC determines that an issuer has filed audit reports issued by a registered public accounting firm that has not been subject to inspection by the PCAOB for three consecutive years, the SEC shall prohibit the securities of the issuer from being traded on a national securities exchange or in the over-the-counter trading market in the United States. On December 29, 2022, the Accelerating Holding Foreign Companies Accountable Act was signed into law, which reduced the number of consecutive non-inspection years required for triggering the listing and trading prohibitions under the HFCA Act from three years to two years.

Under the HFCA Act, the SEC will identify a “Commission-Identified Issuer” if an issuer has filed an annual report containing an audit report issued by a registered public accounting firm that the PCAOB has determined it is

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unable to inspect or investigate completely because of a position taken by an authority in the foreign jurisdiction, and will then impose a trading prohibition on an issuer after it is identified as a Commission-Identified Issuer for two consecutive years. If we were identified by the SEC as a Commission-Identified Issuer and have a “non-inspection” year, there is no assurance that we will be able to take remedial measures in a timely manner. On December 15, 2022, the PCAOB reported that it was able, in 2022, to inspect and investigate completely audit firms headquartered in mainland China and Hong Kong and that, as a result, the PCAOB voted to vacate previous determinations to the contrary. However, uncertainties remain whether the PCAOB can continue to make a determination in the future that it is able to inspect and investigate completely PCAOB-registered audit firms based in mainland China and Hong Kong.

There could be additional regulatory or legislative requirements or guidance that could impact us if, in the future, our auditor is not subject to PCAOB inspection. The SEC also may propose additional rules or guidance that could impact us if our auditor is not subject to PCAOB inspection. The implications of any additional regulation or guidance in addition to the requirements of the HFCA Act are uncertain, and such uncertainty could cause the market price of our securities to be materially and adversely affected.

Our auditor, Deloitte & Touche LLP, is headquartered in the United States and was not identified as a firm that the PCAOB is unable to inspect, pursuant to the HFCA Act. However, there is no assurance that future audit reports will be prepared by auditors able to be inspected by the PCAOB.

If the PCAOB is unable to conduct inspections or full investigations of our auditor, our securities could be prohibited from being traded in the U.S. securities market, including “over-the-counter,” if, in the future, we were to be identified as a Commission-Identified Issuer for two consecutive years. Such a prohibition could substantially impair your ability to sell or purchase our securities when you wish to do so, and the risk and uncertainty associated with a potential prohibition could have a negative impact on the price of our securities. Also, such a prohibition could significantly affect our ability to raise capital on acceptable terms, or at all, which may have a material adverse effect on our business, financial condition and prospects.

Inspections of other audit firms that the PCAOB has conducted outside China have identified deficiencies in those firms’ audit procedures and quality control procedures, which may be addressed as part of the inspection process to improve future audit quality. If the PCAOB were unable to conduct inspections or full investigations of our auditor, we and investors in our securities would be deprived of the benefits of such PCAOB inspections. In addition, the inability of the PCAOB to conduct inspections or full investigations of auditors would make it more difficult to evaluate the effectiveness of our independent registered public accounting firm’s audit procedures or quality control procedures as compared to auditors that are subject to the PCAOB inspections, which could cause investors and potential investors to lose confidence in the audit procedures and reported financial information and the quality of our financial statements.

Risks Related to Stock Ownership and Stockholder Matters

The interests of our principal stockholders in our business may be different from yours.

Dr. Adelson, her family members and trusts and other entities established for the benefit of Dr. Adelson’s family members (collectively our “Principal Stockholders”) beneficially owned approximately 51% of our outstanding common stock as of December 31, 2023. Accordingly, our Principal Stockholders exercise significant influence over our business policies and affairs, including the composition of our Board of Directors and any action requiring the approval of our stockholders, including the adoption of amendments to our articles of incorporation and the approval of a merger or sale of substantially all of our assets. The concentration of ownership may also delay, defer or even prevent a change in control of our company and may make some transactions more difficult or impossible without the support of our Principal Stockholders. The interests of our Principal Stockholders may differ from your interests.

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Conflicts of interest may arise because certain of our directors and officers are also directors of SCL.

In November 2009, our subsidiary, SCL, listed its ordinary shares on The Main Board of The Stock Exchange of Hong Kong Limited (the "SCL Offering"). We currently own 69.9% of the issued and outstanding ordinary shares of SCL. As a result of SCL having stockholders who are not affiliated with us, we and certain of our officers and directors who also serve as officers and/or directors of SCL may have conflicting fiduciary obligations to our stockholders and to the minority stockholders of SCL. Decisions that could have different implications for us and SCL, including contractual arrangements we have entered into or may in the future enter into with SCL, may give rise to the appearance of a potential conflict of interest.

Human Capital Related Risk Factors

We depend on the continued services of key officers.

Our ability to maintain our competitive position is dependent to a large degree on the services of our senior management team, including our Chairman and Chief Executive Officer, Mr. Robert G. Goldstein, and our President and Chief Operating Officer, Mr. Patrick Dumont. The loss of their services or the services of our other senior managers, or the inability to attract and retain additional senior management personnel could have a material adverse effect on our business.

We compete for limited management and labor resources in Macao and Singapore, and policies of those governments may also affect our ability to employ imported managers or labor.

Our success depends in large part upon our ability to attract, retain, train, manage and motivate skilled managers and employees at our properties. The Macao government requires we only hire Macao residents in our casinos for certain employee roles, including roles such as dealers. In addition, we are required in Macao to obtain visas and work permits for managers and employees we seek to employ from other countries. There is significant competition in Macao and Singapore for managers and employees with the skills required to perform the services we offer and competition for these individuals in Macao is likely to increase as other competitors expand their operations.

We may have to recruit managers and employees from other countries to adequately staff and manage our properties and certain Macao government policies affect our ability to hire non-resident managers and employees in certain job classifications. Despite our coordination with the Macao labor and immigration authorities to ensure our management and labor needs are satisfied, we may not be able to recruit and retain a sufficient number of qualified managers or employees for our operations or the Macao labor and immigration authorities may not grant us the necessary visas or work permits.

If we are unable to obtain, attract, retain and train skilled managers and employees, and obtain any required visas or work permits for our skilled managers and employees, our ability to adequately manage and staff our existing properties and planned development projects could be impaired, which could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Labor actions and other labor problems could negatively impact our operations.

From time to time, we have experienced attempts by labor organizations to organize certain of our non-union employees in the United States. Additionally, in the past, certain unions engaged in confrontational and obstructive tactics at some of our properties, including contacting potential customers, tenants and investors, objecting to various administrative approvals, social media campaigns and informational picketing, and these tactics may be utilized again by certain unions in the future. Although we believe we will be able to operate despite such tactics should they reoccur, no assurance can be given we will be able to do so or the failure to do so would not cause reputational damage and/or have a material adverse effect on our financial condition, results of operations and cash flows. Although no assurances can be given, if employees decide to be represented by labor unions, management does not believe such representation would have a material effect on our financial condition, results of operations and cash flows. We cannot provide any assurance we will not experience additional and successful union activity in the future. The impact of any union activity is undetermined and could have a material adverse effect on our business, financial condition, results of operations and cash flows.

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General Risk Factors

Failure to maintain the integrity of our information and information systems or comply with applicable privacy and cybersecurity requirements and regulations could harm our reputation and adversely affect our business.

Our business requires the collection and retention of large volumes of data and non-electronic information, including credit card numbers, dates of birth and other personal sensitive or financial information in various information systems we maintain and in those maintained by third parties with whom we contract and may share data. We also maintain internal information about our employees and information relating to our operations. The integrity and protection of that information are important to us. Our collection of such information is subject to extensive private and governmental regulation.

Privacy and cybersecurity laws and regulations are developing and changing frequently, and vary significantly by jurisdiction. We may incur significant costs in our efforts to comply with the various applicable privacy and cybersecurity laws and regulations as they emerge and change. Compliance with applicable privacy laws and regulations also may adversely impact our ability to market our products, properties, and services to our guests and patrons. Non-compliance by us, or potentially by third parties with which we share information, with any applicable privacy and cybersecurity law or regulation, including accidental loss, inadvertent disclosure, unauthorized access or dissemination, or breach of security may result in damage to our reputation and could subject us to fines, penalties, required corrective actions, lawsuits, payment of damages, or restrictions on our use or transfer of data. For example, in October 2023, our Marina Bay Sands property became aware of a data security incident involving third party unauthorized access to certain membership data relating to its loyalty program. The Personal Data Protection Commissioner of Singapore (“PDPC”) has commenced an investigation into the incident. We have cooperated with the PDPC in responding to its requests for information about the incident. Were the PDPC to make a finding of liability against us under Singapore’s data protection law, it could assess a financial penalty against us, require us to undertake further remediation measures, or require us to make future assurances about our remedial measures. There can be no assurance that this incident will not result in additional governmental investigation, litigation, fines or other liability.

We have experienced a sophisticated criminal cybersecurity attack in the past and in the future may experience with more frequency global cybersecurity and information security threats, which may range from uncoordinated individual attempts to sophisticated and targeted measures directed at us. There has been an increase in criminal cybersecurity attacks against companies, including companies in our industry, where customer and company information has been compromised and company data has been destroyed. Our information systems and records, including those we maintain with third-party service providers, may be subject to cyber-attacks and information security breaches. Cyber-attacks and information security breaches may include attempts to access information, computer malware such as viruses, denial of service, ransomware attacks that encrypt, exfiltrate or otherwise render data unusable or unavailable in an effort to extort money or other consideration as a condition to purportedly returning the data to a usable form, operator errors or misuse, or inadvertent releases of data or documents, and other forms of electronic and non-electronic information security breaches.

Our data security measures are reviewed periodically and we rely on proprietary and commercially available systems, software, tools, and monitoring to provide security for processing, transmission, and storage of customer and employee information. We also rely extensively on computer systems to process transactions, maintain information, and manage our businesses. Our third-party information system service providers and other third parties that share data with us pursuant to contractual agreements also face risks relating to cybersecurity and privacy, and we do not directly control any of such parties’ information security or privacy operations. For example, the systems currently used for the transmission and approval of payment card transactions, and the technology utilized in payment cards themselves, are determined and controlled by the payment card industry, not us. Our gaming operations rely heavily on technology services provided by third parties. In the event there is an interruption of these services to us, it may have an adverse effect on our operations and financial condition. Disruptions in the availability of our computer systems, or those of third parties we engage to provide gaming operating systems for the facilities we operate, through cybersecurity attacks or otherwise, could impact our ability to service our customers and adversely affect our sales and the results of operations.

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A significant theft, destruction, loss or fraudulent use of information maintained by us or by a third-party service provider could have an adverse effect on our reputation, cause a material disruption to our operations and management team and result in remediation expenses (including liability for stolen assets or information, repairing system damage and offering incentives to customers or business partners to maintain their relationships after an attack) and regulatory fines, penalties and corrective actions, or lawsuits by regulators, third-party service providers, third parties that share data with us pursuant to contractual agreements or people whose data is or may be impacted. Such theft, destruction, loss or fraudulent use could also result in litigation by stockholders, governmental agencies, customers or other third parties. Advances in computer software capabilities and encryption technology, new tools, and other developments, including continuously evolving attack methods that may exploit vulnerabilities based on these advances, may increase the risk of a security breach or other intrusion. In addition, we may incur increased cybersecurity and privacy protection costs that may include organizational changes, deploying additional personnel and protection technologies, training employees and engaging third-party experts and consultants. We may not have sufficient financial resources available to us relating to cybersecurity in the event of a major cybersecurity event. Additionally, our cybersecurity insurance program may be inadequate to cover all of our losses resulting from a breach or other cyber incident. Cyber risk insurance availability and pricing can fluctuate substantially and we cannot be certain that our current level of insurance will be available in the future on economically reasonable terms. Any of these events could interrupt our operations, adversely impact our reputation and brand and expose us to increased risks of governmental investigation, litigation, fines and other liability, any of which could have a material adverse effect on our business, financial condition, results of operations and cash flows. These risks could be heightened for acquired businesses or operationally segmented early-stage subsidiaries that may have a comparatively less mature cybersecurity program.

We may fail to establish and protect our IP rights and could be subject to claims of IP infringement.

We endeavor to establish, protect and enforce our intellectual property ("IP"), including our trademarks, copyrights, patents, domain names, trade secrets and other confidential and proprietary information. There can be no assurance, however, the steps we take to protect our IP will be sufficient. If a third party successfully challenges our trademarks, we could have difficulty maintaining exclusive rights. If a third party claims we have infringed, currently infringe or could in the future infringe upon its IP rights, we may need to cease use of such IP, defend our rights or take other steps. In addition, if third parties violate their obligations to us to maintain the confidentiality of our proprietary information or there is a security breach or lapse, or if third parties misappropriate or infringe upon our IP, our business may be affected. Our inability to adequately obtain, maintain or defend our IP rights for any reason could have a material adverse effect on our business, financial condition and results of operations.

The licensing of our trademarks to third parties could result in reputational harm for us.

The conduct of the Las Vegas Operations under the "Venetian" and "Palazzo" brands and certain other trademarks licensed to the Las Vegas Operations pursuant to the agreements effecting the Las Vegas Sale could result in reputational harm to certain of the businesses we are retaining that will continue to operate under such brands if the Las Vegas Operations does not continue to operate in accordance with our high standards and applicable laws as required under such agreements.

Our insurance coverage may not be adequate to cover all possible losses that our properties could suffer and our insurance costs may increase in the future.

We maintain comprehensive insurance programs for our properties in operation, as well as those in the course of construction, with coverage features and insured limits we believe are customary in their amount, breadth and scope. Market forces beyond our control may nonetheless limit the scope of the insurance coverage we can obtain or our ability to obtain coverage at reasonable rates. Certain types of losses, generally of a pandemic or catastrophic nature, such as infectious disease, earthquakes, hurricanes, floods or cyber-related losses, or certain other liabilities including terrorist activity, political unrest, geopolitical strife or actual or threatened war may be, or are, uninsurable or too expensive to justify obtaining insurance. As a result, we may not be successful in obtaining insurance without increases in cost or decreases in coverage levels. In addition, in the event of a substantial loss, the insurance coverage we carry may not be sufficient to pay the full market value or replacement cost of our lost investment or in some cases could result in certain losses being totally uninsured. As a result, we could lose some or all of the capital we have invested in a property, as well as the anticipated future revenue from the property, and we could remain obligated for debt or other financial obligations related to the property.

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Certain of our debt instruments and other material agreements require us to maintain a certain minimum level of insurance. Failure to satisfy these requirements could result in an event of default under these debt instruments or material agreements.

We are subject to changes in tax laws and regulations.

We are subject to taxation and regulation by various government agencies, primarily in Macao, Singapore and the U.S. (federal, state and local levels). Like most U.S. companies, our effective income tax rate reflects the fact that income earned and reinvested outside the U.S. is taxed at local rates, which are often lower than U.S. tax rates. From time to time, U.S. federal, state, local and foreign governments make substantive changes to income tax, indirect tax and gaming tax rules and the application of these rules, which could result in higher taxes than would be incurred under existing tax law or interpretation. In particular, government agencies may make changes that could reduce the profits we can effectively realize from our non-U.S. operations. For example, the Organization for Economic Co-operation and Development (“OECD”) and its inclusive Framework of over 140 countries have agreed to enact a two-pillar solution to reform international tax rules to address the tax challenges arising from the digitalization of the economy as part of the Base Erosion and Profit Shifting (“BEPS”) project. Pillar One will reallocate taxing rights to market jurisdictions on residual profits of multinational enterprises (“MNEs”) with global turnover greater than 20 billion Euro (“EUR”) and a profit margin above 10%. Pillar Two consists of interrelated rules which operate to impose a minimum tax rate of 15% calculated on a jurisdictional basis on MNEs with a global turnover of at least EUR 750 million. We will continue to monitor and evaluate the OECD BEPS project as the OECD releases additional guidance and the individual countries in which we operate implement legislation.

If changes in tax laws and regulations were to significantly increase the tax rates on gaming revenues or income, these changes could increase our tax expense and liability, and therefore, could have a material adverse effect on our financial condition, results of operations and cash flows.

Because we own real property, we are subject to extensive environmental regulation.

We have incurred and will continue to incur costs to comply with environmental requirements, such as those relating to discharges into the air, water and land, the handling, diversion or disposal of solid and hazardous waste and the cleanup of properties affected by hazardous substances. Under these and other environmental requirements, we may be required to investigate and clean up hazardous or toxic substances or chemical releases at our properties and may be held responsible to governmental entities or third parties, as an owner or operator, for property damage, personal injury and investigation and cleanup costs incurred by them in connection with any contamination. These laws typically impose cleanup responsibility and liability without regard to whether the owner or operator knew of or caused the presence of the contaminants. The costs of investigation, remediation or removal of those substances may be substantial, and the presence of those substances, or the failure to remediate a property properly, may impair our ability to use our properties. Additionally, changes in applicable laws or regulations that limit carbon dioxide and other greenhouse gas emissions, discourage the use of plastic materials or regulate recovery and/or disposal of certain waste streams and packaging materials due to environmental concerns may result in increased compliance costs, capital expenditures and other financial obligations.

We are subject to risks from litigation, investigations, enforcement actions and other disputes.

Our business is subject to various U.S. and international laws and regulations that could lead to enforcement actions, fines, civil or criminal penalties or the assertion of litigation claims and damages. In addition, improper conduct by our employees, agents or gaming promoters could damage our reputation and/or lead to litigation or legal proceedings that could result in civil or criminal penalties, including substantial monetary fines. In certain circumstances, it may not be economical to defend against such matters and/or our legal strategy may not ultimately result in us prevailing in a matter. The investigations, litigation and other disputes may also lead to additional scrutiny from regulators, which could lead to investigations relating to, and possibly negatively impact, our gaming licenses and our ability to bid successfully for new gaming market opportunities. We cannot predict the outcome of any pending or future proceedings and the impact they will have on our financial results, but any such impact may be material. While some of these claims are covered by insurance, we cannot be certain that all of them will be, which could have an adverse impact on our financial condition, results of operations and cash flows.

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We could be negatively impacted by environmental, social and governance and sustainability matters.

Governments, investors, customers, employees and other stakeholders are increasingly focusing on corporate environmental, social and governance (“ESG”) practices and disclosures, and expectations in this area are rapidly evolving and growing, and new ESG laws and regulations are expanding mandatory disclosure, reporting and diligence requirements. We have announced various ESG goals, commitments and initiatives, including with respect to climate change and other sustainability matters, our economic and social impact and human capital management. Our ability to achieve these goals is subject to numerous risks that may be outside of our control, and the criteria by which our ESG practices are assessed may change due to the evolution of the sustainability landscape, which could result in greater expectations of us and cause us to undertake costly initiatives to satisfy such new criteria. Our failure or perceived failure to achieve our ESG goals or maintain ESG practices that meet evolving stakeholder expectations and expanding legal requirements could harm our reputation, adversely impact our business, financial condition, results of operations, ability to attract and retain employees or customers and expose us to increased scrutiny from the investment community and enforcement authorities. If we are unable to satisfy such new criteria, stakeholders may conclude our policies and/or actions with respect to ESG matters are inadequate and our reputation, business, financial condition and results of operations could be adversely impacted.

ITEM 1B. — UNRESOLVED STAFF COMMENTS

None.

ITEM 1C. — CYBERSECURITY

We, together with our third-party vendors, employ information technology including networks, systems, and applications to support our business processes and decision-making across the Company. Our information technology is connected to support the flow of information across our business processes. As such, our information technology infrastructure is susceptible to cybersecurity threats.

We maintain detailed technology and cybersecurity programs to manage information security risk within the Company. We rely on both proprietary and commercially available systems, software, and tools to protect and monitor the processing, transmission, and storage of company data and both customer and team member information. The objectives of our programs are to:

- protect the confidentiality, integrity, and availability of data,
- protect against anticipated threats,
- protect against unauthorized access to our information technology systems,
- safeguard assets, and
- maintain resiliency and recovery plans regarding Company informational technology.

To meet these objectives and oversee the programs, we employ a Chief Information Security Officer (“CISO”). The CISO has over 27 years of cybersecurity experience, 25 years of cybersecurity leadership experience, an MBA in Information Systems, a Master of Science degree in operational analysis, a bachelor’s degree in operations research and holds a Cyber Risk Oversight Certificate from the National Association of Corporate Directors and is a Certified Information Systems Security Professional (“CISSP”). The CISO works closely with the head of information technology and the data privacy officer to collectively manage our global cybersecurity, information technology and data privacy programs.

Our cybersecurity programs are informed by or aligned to the ISO/IEC 27001 security framework, an internationally recognized standard. As part of our programs, we assess our third-party vendors for relevant risks which may impact the Company.

We also engage third-party providers to perform periodic risk-based assessments of our cybersecurity programs, and also leverage our internal audit department, supported by third-party technical experts, to conduct periodic risk-based audits of our cybersecurity programs.

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Our Enterprise Risk Management (“ERM”) process, which is governed by an ERM Committee, includes a review of our cybersecurity programs. The ERM Committee, which is led by our executive vice president and chief financial officer, meets regularly, and receives updates from the CISO on emerging risks, recent cyber risk events, and any priority risks relating to cybersecurity. We also have a Cyber & Privacy Steering (“CPS”) Committee, which meets regularly and is comprised of senior management, serving as a multi-disciplinary group for coordinating and overseeing the management of the cybersecurity and privacy programs.

The Audit Committee of the Board of Directors has oversight responsibility for ERM, including the cybersecurity programs. The CISO provides regular updates on cyber security to the Audit Committee, including on the cybersecurity aspects noted by the ERM Committee and CPS Committee, and regularly meets with the Audit Committee in executive session. The presentations highlight the state of our cybersecurity and data security programs, as well as our progress on key initiatives in this area.

To date, the Company has not experienced a cybersecurity threat or incident that has materially affected or is reasonably likely to materially affect the Company. The Company, however, has experienced and expects to continue to experience cyber incidents of varying degrees. See “Item 1A. — Risk Factors — Failure to maintain the integrity of our information and information systems or comply with applicable privacy and cybersecurity requirements and regulations could harm our reputation and adversely affect our business.” for more detailed information on cybersecurity risks and the potential impacts.

ITEM 2. — PROPERTIES

We have received concessions from the Macao government to build on a six-acre land site for the Sands Macao and the sites on which The Venetian Macao, The Plaza Macao and Four Seasons Macao, The Londoner Macao and The Parisian Macao are located. We do not own these land sites in Macao; however, the land concessions grant us exclusive use of the land. Land concessions in Macao generally have an initial term of 25 years with automatic extensions of 10 years thereafter in accordance with Macao law. As specified in the land concessions, we are required to pay premiums, which are either payable in a single lump sum upon acceptance of our land concessions by the Macao government or in seven semi-annual installments, as well as annual rent for the term of the land concession, which may be revised every five years by the Macao government. In October 2008, the Macao government amended our land concession to separate the retail and hotel portions of The Plaza Macao and Four Seasons Macao parcel and allowed us to subdivide the parcel into four separate components, consisting of retail; hotel/casino; an apart-hotel tower; and parking areas. In consideration for the amendment, we paid an additional land premium of approximately \$18 million and will pay adjusted annual rent over the remaining term of the concession, which increased slightly due to the revised allocation of parcel use. With the expiry of VML’s subconcession on December 31, 2022, all of our casinos, gaming areas and respective supporting areas located in the Sands Macao, The Venetian Macao, The Plaza Macao and Four Seasons Macao, The Londoner Macao and The Parisian Macao, with a total area of approximately 136,000 square meters (representing approximately 4.7% of the total property area of these entities), reverted to and are now owned by the Macao government. Effective January 1, 2023, all these casinos and gaming areas, as well as respective supporting areas, have been temporarily transferred to us for the duration of the Concession in return for annual payments of 750 patacas per square meter for the first three years and 2,500 patacas per square meter for the following seven years (approximately \$93 and \$311, respectively, at exchange rates in effect on December 31, 2023). These compensation amounts will be adjusted annually based on the Macao average price index for the preceding year.

Under the Development Agreement with the STB, we paid SGD 1.20 billion (approximately \$756 million at exchange rates in effect at the time of the transaction) in premium payments for the 60-year lease of the land on which the Marina Bay Sands is located. In connection with the Second Development Agreement with the STB, we paid \$963 million in premium payments for the lease of the parcels of land underlying the proposed MBS Expansion Project site, which will be effective until August 21, 2066.

ITEM 3. — LEGAL PROCEEDINGS

For a discussion of legal proceedings, see “Part II — Item 8 — Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note 17 — Commitments and Contingencies — Litigation.”

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ITEM 4. — *MINE SAFETY DISCLOSURES*

Not applicable.

PART II

ITEM 5. — MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information

The Company's common stock trades on the NYSE under the symbol "LVS." As of January 31, 2024, there were 753,621,428 shares of our common stock outstanding that were held by 290 stockholders of record.

Preferred Stock

We are authorized to issue up to 50,000,000 shares of preferred stock. Our Board of Directors is authorized, subject to limitations prescribed by Nevada law and our articles of incorporation, to determine the terms and conditions of the preferred stock, including whether the shares of preferred stock will be issued in one or more series, the number of shares to be included in each series and the powers, designations, preferences and rights of the shares. Our Board of Directors also is authorized to designate any qualifications, limitations or restrictions on the shares without any further vote or action by the stockholders. The issuance of preferred stock may have the effect of delaying, deferring or preventing a change in control of our Company and may adversely affect the voting and other rights of the holders of our common stock, which could have an adverse impact on the market price of our common stock.

Dividends

Our ability to declare and pay dividends on our common stock is subject to the requirements of Nevada law. In addition, we are a parent company with limited business operations of our own. Accordingly, our primary sources of cash are dividends and distributions with respect to our ownership interest in our subsidiaries derived from the earnings and cash flow generated by our operating properties.

Our subsidiaries' long-term debt arrangements place restrictions on their ability to pay cash dividends to the Company. This may restrict our ability to pay cash dividends other than from cash on hand. See "Item 7 — Management's Discussion and Analysis of Financial Condition and Results of Operations — Restrictions on Distributions" and "Item 8 — Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note 12 — Long-Term Debt."

Common Stock Dividends

In April 2020, we suspended our quarterly dividend program due to the impact of the COVID-19 pandemic and in August 2023, the dividend program was reinstated.

In January 2024, our Board of Directors declared a quarterly dividend of \$0.20 per common share (a total estimated to be approximately \$151 million) to be paid on February 14, 2024, to stockholders of record on February 6, 2024. We expect this level of dividend to continue quarterly through the remainder of 2024. Our Board of Directors will continue to assess the level of appropriateness of any cash dividends.

Recent Sales of Unregistered Securities

There have not been any sales by the Company of equity securities in the last three fiscal years that have not been registered under the Securities Act of 1933.

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Purchases of Equity Securities by the Issuer

The following table provides information about share repurchases we made of our common stock during the quarter ended December 31, 2023:

Period	Total Number of Shares Purchased	Weighted Average Price Paid Per Share ⁽¹⁾	Total Number of Shares Purchased as Part of a Publicly Announced Program	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Program (in millions) ⁽²⁾
October 1, 2023 --- October 31, 2023	3,154,380	\$ 47.44	3,154,380	\$ 1,850
November 1, 2023 --- November 30, 2023	7,967,117	\$ 44.60	7,967,117	\$ 1,495
December 1, 2023 --- December 31, 2023	—	\$ —	—	\$ 1,495

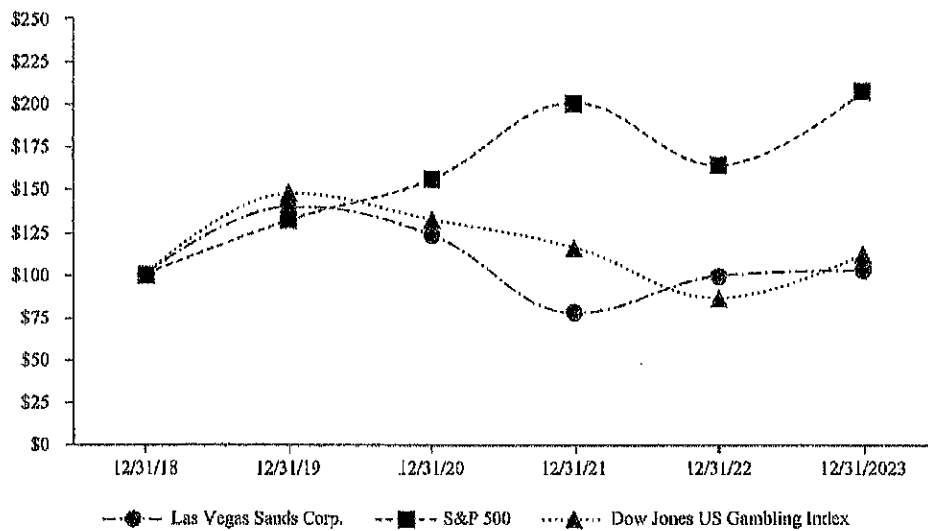
(1) Calculated excluding commissions.

(2) In November 2016, our Board of Directors authorized the repurchase of \$1.56 billion of our outstanding common stock, which was to expire in November 2018. In June 2018, our Board of Directors authorized increasing the remaining repurchase amount of \$1.11 billion to \$2.50 billion of our outstanding common stock, and extending the expiration date to November 2020. In October 2020, our Board of Directors authorized the extension of the expiration date of the remaining repurchase amount of \$916 million to November 2022, and in October 2022, our Board of Directors authorized the further extension of the expiration date of the remaining repurchase amount of \$916 million to November 2024. On October 16, 2023, our Board of Directors authorized increasing the remaining share repurchase amount of \$916 million to \$2.0 billion and extending the expiration date from November 2024 to November 3, 2025. All repurchases under the stock repurchase program are made from time to time at our discretion in accordance with applicable federal securities laws. All share repurchases of our common stock have been recorded as treasury shares.

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Performance Graph

The following performance graph compares the performance of our common stock with the performance of the Standard & Poor's 500 Index and the Dow Jones US Gambling Index, during the five years ended December 31, 2023. The graph plots the changes in value of an initial \$100 investment over the indicated time period, assuming all dividends are reinvested. The stock price performance in this graph is not necessarily indicative of future stock price performance.



	12/31/2018	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2023
Las Vegas Sands Corp.	\$ 100.00	\$ 139.44	\$ 122.70	\$ 77.49	\$ 98.96	\$ 102.07
S&P 500	\$ 100.00	\$ 131.49	\$ 155.68	\$ 200.37	\$ 164.08	\$ 207.21
Dow Jones US Gambling Index	\$ 100.00	\$ 147.56	\$ 132.30	\$ 115.34	\$ 86.00	\$ 112.08

The performance graph should not be deemed filed or incorporated by reference into any other Company filing under the Securities Act of 1933 or the Exchange Act of 1934, except to the extent the Company specifically incorporates the performance graph by reference therein.

ITEM 6. — [RESERVED]

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ITEM 7. — MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with, and is qualified in its entirety by, the audited consolidated financial statements and the notes thereto, and other financial information included in this Form 10-K. Certain statements in this "Management's Discussion and Analysis of Financial Condition and Results of Operations" are forward-looking statements. See "Special Note Regarding Forward-Looking Statements."

Overview

We view each of our Integrated Resorts as an operating segment. Our operating segments in Macao consist of The Venetian Macao; The Londoner Macao; The Parisian Macao; The Plaza Macao and Four Seasons Macao; and the Sands Macao. Our operating segment in Singapore is Marina Bay Sands.

During 2023, we achieved milestones in advancing several of our strategic objectives. We acquired the Nassau Coliseum, which included the right to lease the underlying land, with the intent to obtain a casino license from the State of New York to develop and operate an Integrated Resort. There is no assurance we will be able to obtain such casino license. We commenced work on Phase II of The Londoner Macao, which includes the renovation of the rooms in the Sheraton and Conrad hotel towers, an upgrade of the gaming areas and the addition of new attractions, dining, retail and entertainment offerings. We are nearing completion of renovations in Tower 1 and Tower 2 to provide world-class suites and other luxury amenities at Marina Bay Sands and announced the next phase with the renovation of the Tower 3 hotel rooms into world class suites and other property changes. We welcomed the return to normal operating conditions at our Macao operations with the relaxation of various COVID-19 restrictions beginning in late December 2022.

Macao

From 2020 through the beginning of 2023, our operations in Macao were negatively impacted by the reduction in travel and tourism related to the COVID-19 pandemic. The Macao government's policy regarding the management of COVID-19 and general travel restrictions was relaxed in late December 2022 and early January 2023. Since then, visitation to our Macao Integrated Resorts and operations has improved.

The Macao government announced total visitation from mainland China to Macao increased approximately 273.1% and decreased approximately 31.8%, during the year ended December 31, 2023, as compared to the same period in 2022 and 2019 (pre-pandemic), respectively. The Macao government also announced gross gaming revenue increased approximately 333.8% and decreased approximately 37.4%, during the year ended December 31, 2023, as compared to 2022 and 2019, respectively.

Singapore

From 2020 through early 2022, our operations in Singapore were negatively impacted by the reduction in travel and tourism related to the COVID-19 pandemic. However, the Vaccinated Travel Framework ("VTF"), launched in April 2022, facilitated the resumption of travel and had a positive impact on operations at Marina Bay Sands. During February 2023, all remaining COVID-19 border measures were lifted. Airlift passenger movement has increased with a total of 59 million passengers having passed through Singapore's Changi Airport from January through December 2023, an increase of 83% and a decrease of 14% compared to 2022 and 2019, respectively.

Visitation to Marina Bay Sands continues to improve since the travel restrictions have been lifted. The STB announced total visitation to Singapore increased from approximately 6.3 million in 2022 to 13.6 million for the year ended December 31, 2023, while visitation decreased 28.8% when compared to the same period in 2019.

Summary

We have a strong balance sheet and sufficient liquidity in place, including total unrestricted cash and cash equivalents of \$5.11 billion and access to \$1.50 billion, \$2.49 billion and \$446 million of available borrowing capacity from our LVSC Revolving Facility, 2018 SCL Revolving Facility and the 2012 Singapore Revolving Facility, respectively, as of December 31, 2023. We believe we are able to support continuing operations and complete the major construction projects that are underway.

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Key Operating Revenue Measurements

Operating revenues at The Venetian Macao, The Londoner Macao, The Parisian Macao, The Plaza Macao and Four Seasons Macao and Marina Bay Sands are dependent upon the volume of customers who stay at the hotel, which affects the price charged for hotel rooms and our gaming volume. Operating revenues at Sands Macao are principally driven by casino customers who visit the property on a daily basis.

Management utilizes the following volume and pricing measures in order to evaluate past performance and assist in forecasting future revenues. The various volume measurements indicate our ability to attract customers to our Integrated Resorts. In casino operations, win and hold percentages indicate the amount of revenue to be expected based on volume. In hotel operations, average daily rate and revenue per available room indicate the demand for rooms and our ability to capture that demand. In mall operations, base rent per square foot indicates our ability to attract and maintain profitable tenants for our leasable space.

The following are the key measurements we use to evaluate operating revenues:

Casino revenue measurements for Macao and Singapore: Macao and Singapore table games are segregated into two groups: Rolling Chip play (composed of VIP players) and Non-Rolling Chip play (mostly non-VIP players). The volume measurement for Rolling Chip play is non-negotiable gaming chips wagered and lost. The volume measurement for Non-Rolling Chip play is table games drop ("drop"), which is net markers issued (credit instruments), cash deposited in the table drop boxes and gaming chips purchased and exchanged at the cage. Rolling Chip and Non-Rolling Chip volume measurements are not comparable as they are two distinct measures of volume. The amounts wagered and lost for Rolling Chip play are substantially higher than the amounts dropped for Non-Rolling Chip play. Slot handle, also a volume measurement, is the gross amount wagered for the period cited.

We view Rolling Chip win as a percentage of Rolling Chip volume, Non-Rolling Chip win as a percentage of drop and slot hold (amount won by the casino) as a percentage of slot handle. Win or hold percentage represents the percentage of Rolling Chip volume, Non-Rolling Chip drop or slot handle that is won by the casino and recorded as casino revenue. Our win and hold percentages are calculated before discounts, commissions, deferring revenue associated with our loyalty programs and allocating casino revenues related to goods and services provided to patrons on a complimentary basis. Our Rolling Chip win percentage is expected to be 3.30% in Macao and Singapore. Actual win percentage may vary from our expected win percentage and historical win and hold percentages. Generally, slot machine play is conducted on a cash basis. In Macao and Singapore, 10.6% and 11.9%, respectively, of our table games play was conducted on a credit basis for the year ended December 31, 2023.

Hotel revenue measurements: Performance indicators used are occupancy rate (a volume indicator), which is the average percentage of available hotel rooms occupied during a period, and average daily room rate ("ADR," a price indicator), which is the average price of occupied rooms per day. Available rooms exclude those rooms unavailable for occupancy during the period due to renovation, development or other requirements (such as government mandated closure, lodging for team members and usage by the Macao government for quarantine measures). The calculations of the occupancy rate and ADR include the impact of rooms provided on a complimentary basis. Revenue per available room ("RevPAR") represents a summary of hotel ADR and occupancy. Because not all available rooms are occupied, ADR is normally higher than RevPAR. Reserved rooms where the guests do not show up for their stay and lose their deposit, or where guests check out early, may be re-sold to walk-in guests.

Mall revenue measurements: Occupancy, base rent per square foot and tenant sales per square foot are used as performance indicators. Occupancy represents gross leasable occupied area ("GLOA") divided by gross leasable area ("GLA") at the end of the reporting period. GLOA is the sum of: (1) tenant occupied space under lease and (2) tenants no longer occupying space, but paying rent. GLA does not include space currently under development or not on the market for lease. Base rent per square foot is the weighted average base or minimum rent charge, excluding rent concessions, in effect at the end of the reporting period for all tenants that would qualify to be included in occupancy. Tenant sales per square foot is the sum of reported comparable sales for the trailing 12 months divided by the comparable square footage for the same period. Only tenants that have been open for a minimum of 12 months are included in the tenant sales per square foot calculation.

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Year Ended December 31, 2023 Compared to the Year Ended December 31, 2022

Summary Financial Results

We continued to see positive financial results for the year ended December 31, 2023, due to the lift of COVID-19 restrictions in Macao beginning in late December 2022 and the elimination of most pandemic-related restrictions in Singapore in April 2022. Macao visitation from mainland China increased 273.1% compared to the year ended December 31, 2022 due to relaxed general travel restrictions. Singapore visitation increased 115.8% as compared to the year ended December 31, 2022 due to the elimination of all remaining pandemic restrictions in February 2023 and an 83% increase in airlift passenger movement compared to the year ended December 31, 2022.

Net revenues for the year ended December 31, 2023 were \$10.37 billion, compared to \$4.11 billion for the year ended December 31, 2022. Operating income was \$2.31 billion for the year ended December 31, 2023, compared to an operating loss of \$792 million for the year ended December 31, 2022. Net income from continuing operations was \$1.43 billion for the year ended December 31, 2023, compared to a net loss of \$1.54 billion for the year ended December 31, 2022.

Operating Revenues

Our net revenues consisted of the following:

	Year Ended December 31,		Percent Change
	2023	2022	
	(Dollars in millions)		
Casino	\$ 7,522	\$ 2,627	186.3 %
Rooms	1,204	469	156.7 %
Food and beverage	584	301	94.0 %
Mall	767	580	32.2 %
Convention, retail and other	295	133	121.8 %
Total net revenues	<u>\$ 10,372</u>	<u>\$ 4,110</u>	152.4 %

Consolidated net revenues were \$10.37 billion for the year ended December 31, 2023, an increase of \$6.26 billion compared to \$4.11 billion for the year ended December 31, 2022, primarily driven by an increase of \$4.93 billion at our Macao operations. The increase at our Macao operations was due to increased visitation as COVID-19 restrictions were lifted in Macao and the surrounding region in late December 2022 and early January 2023. In addition, an increase of \$1.33 billion at Marina Bay Sands was primarily due to increased visitation from the reopening of borders and elimination of all remaining pandemic-related restrictions in February 2023 and an increase in airlift passenger movement in 2023.

Net casino revenues increased \$4.90 billion compared to the year ended December 31, 2022. The increase was driven by a \$3.89 billion increase at our Macao operations due to increased visitation across our properties resulting in increased table games and slot volumes, partially offset by a decrease in table games win percentages. Casino revenues at Marina Bay Sands increased by \$1.0 billion due to increased table games and slot volumes, partially offset by a decrease in slot hold percentage. The lift of COVID-19 restrictions in Macao beginning in late December 2022 and elimination of restrictions in Singapore in February 2023 and an increase in airlift passenger movement in 2023 led to increased visitation and table games and slot volumes.

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The following table summarizes the results of our casino activity:

	Year Ended December 31,		
	2023	2022	Change
	(Dollars in millions)		
Macao Operations:			
<i>The Venetian Macao</i>			
Total casino revenues	\$ 2,151	\$ 438	391.1 %
Non-Rolling Chip drop	\$ 8,711	\$ 1,751	397.5 %
Non-Rolling Chip win percentage	24.2 %	25.7 %	(1.5)pts
Rolling Chip volume	\$ 4,546	\$ 1,295	251.0 %
Rolling Chip win percentage	4.44 %	3.77 %	0.67 pts
Slot handle	\$ 5,066	\$ 1,132	347.5 %
Slot hold percentage	4.3 %	3.9 %	0.4 pts
<i>The Londoner Macao</i>			
Total casino revenues	\$ 1,283	\$ 194	561.3 %
Non-Rolling Chip drop	\$ 5,842	\$ 896	552.0 %
Non-Rolling Chip win percentage	21.3 %	21.7 %	(0.4)pts
Rolling Chip volume	\$ 7,336	\$ 936	683.8 %
Rolling Chip win percentage	2.99 %	5.03 %	(2.04)pts
Slot handle	\$ 5,290	\$ 671	688.4 %
Slot hold percentage	4.0 %	3.4 %	0.6 pts
<i>The Parisian Macao</i>			
Total casino revenues	\$ 655	\$ 116	464.7 %
Non-Rolling Chip drop	\$ 2,926	\$ 454	544.5 %
Non-Rolling Chip win percentage	21.4 %	24.9 %	(3.5)pts
Rolling Chip volume	\$ 968	\$ 283	242.0 %
Rolling Chip win percentage	7.14 %	7.66 %	(0.52)pts
Slot handle	\$ 2,528	\$ 305	728.9 %
Slot hold percentage	3.9 %	3.8 %	0.1 pts
<i>The Plaza Macao and Four Seasons Macao</i>			
Total casino revenues	\$ 462	\$ 146	216.4 %
Non-Rolling Chip drop	\$ 2,244	\$ 551	307.3 %
Non-Rolling Chip win percentage	23.6 %	23.8 %	(0.2)pts
Rolling Chip volume	\$ 6,860	\$ 1,452	372.5 %
Rolling Chip win percentage	2.27 %	4.48 %	(2.21)pts
Slot handle	\$ 85	\$ 21	304.8 %
Slot hold percentage	5.9 %	9.4 %	(3.5)pts
<i>Sands Macao</i>			
Total casino revenues	\$ 290	\$ 53	447.2 %
Non-Rolling Chip drop	\$ 1,575	\$ 237	564.6 %
Non-Rolling Chip win percentage	17.1 %	17.9 %	(0.8)pts
Rolling Chip volume	\$ 108	\$ 192	(43.8) %
Rolling Chip win percentage	6.11 %	4.16 %	1.95 pts
Slot handle	\$ 1,851	\$ 409	352.6 %
Slot hold percentage	3.1 %	3.2 %	(0.1)pts

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	Year Ended December 31,		
	2023	2022	Change
	(Dollars in millions)		
Singapore Operations:			
<i>Marina Bay Sands</i>			
Total casino revenues	\$ 2,681	\$ 1,680	59.6 %
Non-Rolling Chip drop	\$ 7,367	\$ 4,640	58.8 %
Non-Rolling Chip win percentage	18.4 %	18.6 %	(0.2)pts
Rolling Chip volume	\$ 28,477	\$ 21,223	34.2 %
Rolling Chip win percentage	3.78 %	2.92 %	0.86 pts
Slot handle	\$ 24,151	\$ 16,547	46.0 %
Slot hold percentage	3.8 %	4.3 %	(0.5)pts

In our experience, average win percentages remain fairly consistent when measured over extended periods of time with a significant volume of wagers, but can vary considerably within shorter time periods as a result of the statistical variances associated with games of chance in which large amounts are wagered.

Room revenues increased \$735 million compared to the year ended December 31, 2022. The increase was due to increases of \$577 million and \$158 million at our Macao operations and Marina Bay Sands, respectively. Macao room revenue increased as a result of increased occupancy rates and ADR, driven by increased visitation as pandemic-related restrictions were lifted beginning in December 2022, and the grand opening of The Londoner Macao in May 2023. Marina Bay Sands room revenues increased as a result of increased occupancy rates and ADR due to the elimination of all remaining pandemic-related restrictions in February 2023 and increased airlift passenger movement in Singapore in 2023. Our room revenues were also impacted by the disruption of the renovation associated with the introduction of new and elevated suites and rooms and other amenities throughout 2023.

The following table summarizes the results of our room activity:

	Year Ended December 31,		
	2023	2022	Change
	(Room revenues in millions)		
Macao Operations:			
<i>The Venetian Macao</i>			
Total room revenues	\$ 191	\$ 55	247.3 %
Occupancy rate	94.5 %	41.7 %	52.8 pts
Average daily room rate (ADR)	\$ 208	\$ 143	45.5 %
Revenue per available room (RevPAR)	\$ 196	\$ 60	226.7 %
<i>The Londoner Macao</i>			
Total room revenues	\$ 324	\$ 61	431.1 %
Occupancy rate	80.4 %	26.9 %	53.5 pts
Average daily room rate (ADR)	\$ 196	\$ 155	26.5 %
Revenue per available room (RevPAR)	\$ 158	\$ 42	276.2 %
<i>The Parisian Macao</i>			
Total room revenues	\$ 135	\$ 33	309.1 %
Occupancy rate	93.0 %	37.9 %	55.1 pts
Average daily room rate (ADR)	\$ 158	\$ 110	43.6 %
Revenue per available room (RevPAR)	\$ 147	\$ 42	250.0 %
<i>The Plaza Macao and Four Seasons Macao</i>			
Total room revenues	\$ 94	\$ 29	224.1 %
Occupancy rate	81.5 %	27.5 %	54.0 pts
Average daily room rate (ADR)	\$ 485	\$ 440	10.2 %
Revenue per available room (RevPAR)	\$ 396	\$ 121	227.3 %

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Sands Macao					
Total room revenues	\$	17	\$	6	183.3 %
Occupancy rate		95.8 %		51.1 %	44.7 pts
Average daily room rate (ADR)	\$	171	\$	141	21.3 %
Revenue per available room (RevPAR)	\$	164	\$	72	127.8 %
Singapore Operations:					
Marina Bay Sands⁽¹⁾					
Total room revenues	\$	443	\$	285	55.4 %
Occupancy rate		96.3 %		93.1 %	3.2 pts
Average daily room rate (ADR)	\$	631	\$	422	49.5 %
Revenue per available room (RevPAR)	\$	608	\$	393	54.7 %

(1) During the years ended December 31, 2023 and 2022, approximately 2,100 rooms were available for occupancy. Of the 2,100 available rooms for the year ended December 31, 2023, approximately 1,250 rooms have been renovated. The completion of the remaining rooms is projected for early 2025 and will ultimately result in 1,850 available rooms.

Food and beverage revenues increased \$283 million compared to the year ended December 31, 2022. The increase was due to a \$173 million and \$110 million at our Macao operations and Marina Bay Sands, respectively, driven by new outlets and increased business volume at existing food and beverage outlets and banquet operations.

Mall revenues increased \$187 million compared to the year ended December 31, 2022. The increase was due to a \$159 million increase at our Macao operations, primarily driven by an increase in overage rent and a decrease in rent concessions granted to our mall tenants, and a \$28 million increase at Marina Bay Sands, driven by increases in minimum rent and overage rent.

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For further information related to the financial performance of our malls, see “Additional Information Regarding our Retail Mall Operations.” The following table summarizes the results of our malls on the Cotai Strip in Macao and in Singapore:

	Year Ended December 31,		
	2023	2022	Change
	(Mall revenues in millions)		
Macao Operations:			
<i>Shoppes at Venetian</i>			
Total mall revenues	\$ 227	\$ 154	47.4 %
Mall gross leasable area (in square feet)	818,686	813,832	0.6 %
Occupancy	79.7 %	81.0 %	(1.3)pts
Base rent per square foot	\$ 283	\$ 274	3.3 %
Tenant sales per square foot ⁽¹⁾	\$ 1,906	\$ 932	104.5 %
<i>Shoppes at Londoner</i>			
Total mall revenues	\$ 66	\$ 47	40.4 %
Mall gross leasable area (in square feet)	611,905	610,238	0.3 %
Occupancy	59.1 %	54.7 %	4.4 pts
Base rent per square foot	\$ 149	\$ 134	11.2 %
Tenant sales per square foot ⁽¹⁾	\$ 1,796	\$ 1,139	57.7 %
<i>Shoppes at Parisian</i>			
Total mall revenues	\$ 32	\$ 25	28.0 %
Mall gross leasable area (in square feet)	296,352	296,322	— %
Occupancy	67.2 %	67.6 %	(0.4)pts
Base rent per square foot	\$ 113	\$ 107	5.6 %
Tenant sales per square foot ⁽¹⁾	\$ 710	\$ 338	110.1 %
<i>Shoppes at Four Seasons</i>			
Total mall revenues	\$ 187	\$ 127	47.2 %
Mall gross leasable area (in square feet)	249,373	248,674	0.3 %
Occupancy	92.9 %	93.6 %	(0.7)pts
Base rent per square foot	\$ 611	\$ 538	13.6 %
Tenant sales per square foot ⁽¹⁾	\$ 7,594	\$ 3,806	99.5 %
Singapore Operations:			
<i>The Shoppes at Marina Bay Sands</i>			
Total mall revenues	\$ 254	\$ 226	12.4 %
Mall gross leasable area (in square feet)	615,633	622,007	(1.0) %
Occupancy	99.8 %	99.5 %	0.3 pts
Base rent per square foot	\$ 331	\$ 284	16.5 %
Tenant sales per square foot ⁽¹⁾	\$ 2,991	\$ 2,596	15.2 %

Note: This table excludes the results of retail outlets at Sands Macao. As a result of the COVID-19 pandemic, tenants were provided rent concessions during the year ended December 31, 2022. Base rent per square foot presented above excludes the impact of these rent concessions.

(1) Tenant sales per square foot is the sum of reported comparable sales for the trailing 12 months divided by the comparable square footage for the same period.

Convention, retail, and other revenues increased \$162 million compared to the year ended December 31, 2022. The increase was due to increases of \$127 million and \$35 million at our Macao operations and Marina Bay Sands, respectively. Increases at our Macao operations were primarily driven by increases of \$57 million in ferry operations due to the resumption of ferry services in January 2023, \$31 million in entertainment revenue, \$16 million in limo revenue, \$5 million in retail revenue, \$4 million in convention revenue and \$14 million in other

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operating revenues (e.g., Eiffel Tower, spa, and gondola rides). Increases at Marina Bay Sands were primarily driven by increases of \$18 million in convention revenue, \$2 million in entertainment revenue and \$15 million in other operating revenues (e.g. SkyPark, art/science museum).

Operating Expenses

Our operating expenses consisted of the following:

	Year Ended December 31,		
	2023	2022	Percent Change
	(Dollars in millions)		
Casino	\$ 4,152	\$ 1,792	131.7 %
Rooms	283	173	63.6 %
Food and beverage	481	319	50.8 %
Mall	88	73	20.5 %
Convention, retail and other	201	103	95.1 %
Provision for credit losses	4	15	(73.3)%
General and administrative	1,107	936	18.3 %
Corporate	230	235	(2.1)%
Pre-opening	15	13	15.4 %
Development	205	143	43.4 %
Depreciation and amortization	1,208	1,036	16.6 %
Amortization of leasehold interests in land	58	55	5.5 %
Loss on disposal or impairment of assets	27	9	200.0 %
Total operating expenses	<u>\$ 8,059</u>	<u>\$ 4,902</u>	64.4 %

Operating expenses were \$8.06 billion for the year ended December 31, 2023, an increase of \$3.16 billion compared to \$4.90 billion for the year ended December 31, 2022. The increase was primarily driven by a \$2.36 billion increase in casino expenses.

Casino expenses increased \$2.36 billion compared to the year ended December 31, 2022. The increase was primarily attributable to increases of \$1.90 billion and \$232 million in gaming taxes at our Macao operations and Marina Bay Sands, respectively, consistent with increased casino revenues. In addition, we had increases in gaming tax rates of 1% in Macao and 3% in Singapore, and a 1% increase in value added tax in Singapore.

Room expenses increased \$110 million compared to the year ended December 31, 2022. The increase was due to increases of \$83 million and \$27 million at our Macao operations and Marina Bay Sands, respectively, consistent with increased occupancy at both our Macao operations and Marina Bay Sands. Additionally, the increase was also due to higher costs associated with the renovated and expanded suites and rooms at The Londoner Macao and the new and elevated suites and rooms introduced at Marina Bay Sands during the year.

Food and beverage expenses increased \$162 million compared to the year ended December 31, 2022. The increase was due to increases of \$85 million and \$77 million at Marina Bay Sands and our Macao operations, respectively, driven by increased business volume at food outlets and banquets and consistent with increased property visitation.

Convention, retail and other expenses increased \$98 million compared to the year ended December 31, 2022, primarily driven by increases of \$82 million and \$16 million at our Macao operations and Marina Bay Sands, respectively. The increases were primarily due to increases of \$36 million in ferry operation expenses due to the resumption of ferry services in January 2023, \$29 million in entertainment expenses due to increased number of events held in 2023, \$15 million in fimo expenses, \$7 million in convention expenses, \$3 million in retail expenses and \$8 million in other operating expenses (e.g., spa and valet).

The provision for credit losses was \$4 million for the year ended December 31, 2023, compared to \$15 million for the year ended December 31, 2022. The \$11 million decrease was primarily driven by decreases of \$8 million and \$3 million at our Macao operations and Marina Bay Sands, respectively. The decreases were primarily driven

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by collections of receivables that were fully reserved. The amount of this provision can vary over short periods of time because of factors specific to the patrons who owe us money from gaming activities. We believe the amount of our provision for credit losses in the future will depend upon the state of the economy, our credit standards, our risk assessments and the judgment of our employees responsible for granting credit.

General and administrative expenses increased \$171 million compared to the year ended December 31, 2022. The increase was primarily driven by increases of \$95 million and \$76 million at Marina Bay Sands and our Macao operations, respectively, driven by increases in payroll and marketing costs, utilities and property taxes.

Pre-opening expenses represent personnel and other costs incurred prior to the opening of new ventures, which are expensed as incurred. The majority of pre-opening expenses for the year ended December 31, 2023 related to the grand opening of The Londoner Macao and new guest rooms at Marina Bay Sands. Pre-opening expenses for the year ended December 31, 2022 related to Marina Bay Sands.

Development expenses were \$205 million for the year ended December 31, 2023, compared to \$143 million for the year ended December 31, 2022. During the year ended December 31, 2023, the costs were associated with our evaluation and pursuit of new business opportunities, primarily \$93 million in New York and Texas, and \$109 million for our digital gaming related efforts. Development costs are expensed as incurred.

Depreciation and amortization increased \$172 million compared to the year ended December 31, 2022. The increase was primarily due to \$109 million increase at Marina Bay Sands, as a result of the completion of renovations that were placed into service and a \$60 million increase at our Macao operations, primarily as a result of accelerated depreciation related to the second phase of the renovations at The Londoner Macao and amortization of the intangible asset related to the Macao gaming concession.

Loss on disposal or impairment of assets was \$27 million for the year ended December 31, 2023, compared to \$9 million for the year ended December 31, 2022. The losses incurred for the year ended December 31, 2023, were primarily due to \$13 million in demolition costs related to renovations at Marina Bay Sands and \$12 million in disposals and demolition costs at our Macao operations. The losses incurred for the year ended December 31, 2022 were primarily due to \$4 million in asset disposals related to aircraft parts and \$3 million in asset disposal and demolition costs, primarily at The Londoner Macao, The Venetian Macao, Sands Macao and our corporate offices.

Segment Adjusted Property EBITDA

The following table summarizes information related to our segments (see "Item 8 — Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note 20 — Segment Information" for discussion of our operating segments):

	Year Ended December 31,		Percent Change
	2023	2022	
	(Dollars in millions)		
Macao:			
The Venetian Macao	\$ 1,054	\$ (25)	N/M
The Londoner Macao	516	(189)	N/M
The Parisian Macao	269	(103)	N/M
The Plaza Macao and Four Seasons Macao	308	81	280.2 %
Sands Macao	59	(81)	N/M
Ferry Operations and Other	18	(7)	N/M
	2,224	(324)	N/M
Marina Bay Sands	1,861	1,056	76.2 %
Consolidated adjusted property EBITDA⁽¹⁾	\$ 4,085	\$ 732	458.1 %

N/M - Not meaningful

(1) Consolidated adjusted property EBITDA, which is a non-GAAP financial measure, is used by management as the primary measure of the operating performance of our segments. Consolidated adjusted property EBITDA is net income/loss from

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continuing operations before stock-based compensation expense, corporate expense, pre-opening expense, development expense, depreciation and amortization, amortization of leasehold interests in land, gain or loss on disposal or impairment of assets, interest, other income or expense, gain or loss on modification or early retirement of debt and income taxes. Consolidated adjusted property EBITDA is a supplemental non-GAAP financial measure used by management, as well as industry analysts, to evaluate operations and operating performance. In particular, management utilizes consolidated adjusted property EBITDA to compare the operating profitability of our operations with those of our competitors, as well as a basis for determining certain incentive compensation. Integrated Resort companies have historically reported adjusted property EBITDA as a supplemental performance measure to GAAP financial measures. In order to view the operations of their properties on a more stand-alone basis, Integrated Resort companies, including Las Vegas Sands Corp., have historically excluded certain expenses that do not relate to the management of specific properties, such as pre-opening expense, development expense and corporate expense, from their adjusted property EBITDA calculations. Consolidated adjusted property EBITDA should not be interpreted as an alternative to income from operations (as an indicator of operating performance) or to cash flows from operations (as a measure of liquidity), in each case, as determined in accordance with GAAP. We have significant uses of cash flow, including capital expenditures, dividend payments, interest payments, debt principal repayments and income taxes, which are not reflected in consolidated adjusted property EBITDA. Not all companies calculate adjusted property EBITDA in the same manner. As a result, our presentation of consolidated adjusted property EBITDA may not be directly comparable to similarly titled measures presented by other companies.

	Year Ended December 31,	
	2023	2022
	(In millions)	
Consolidated adjusted property EBITDA	\$ 4,085	\$ 732
Other Operating Costs and Expenses		
Stock-based compensation ^(a)	(29)	(33)
Corporate	(230)	(235)
Pre-opening	(15)	(13)
Development	(205)	(143)
Depreciation and amortization	(1,208)	(1,036)
Amortization of leasehold interests in land	(58)	(55)
Loss on disposal or impairment of assets	(27)	(9)
Operating income (loss)	2,313	(792)
Other Non-Operating Costs and Expenses		
Interest income	288	116
Interest expense, net of amounts capitalized	(818)	(702)
Other expense	(8)	(9)
Income tax expense	(344)	(154)
Net income (loss) from continuing operations	\$ 1,431	\$ (1,541)

a) During the years ended December 31, 2023 and 2022, the Company recorded stock-based compensation expense of \$72 million and \$70 million, respectively, of which \$43 million and \$37 million, respectively, was included in corporate expense in "Part II --- Item 8 --- Financial Statements and Supplementary Data --- Consolidated Statements of Operations".

Adjusted property EBITDA at our Macao operations increased \$2.55 billion compared to the year ended December 31, 2022. The increase was primarily due to increased casino and room revenues, driven by increased visitation at our properties due to the lift of COVID-19 restrictions in late December 2022 and early January 2023.

Adjusted property EBITDA at Marina Bay Sands increased \$805 million compared to the year ended December 31, 2022. The increase was primarily due to increased revenues across our operations driven by the opening of borders and elimination of all remaining pandemic-related restrictions in February 2023 and increased airlift passenger movement in Singapore in 2023, as well as introducing new and elevated suites and rooms and other amenities at Marina Bay Sands during 2023.

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Interest Expense

The following table summarizes information related to interest expense:

	Year Ended December 31,	
	2023	2022
	(Dollars in millions)	
Interest cost	\$ 825	\$ 706
Less — capitalized interest	(7)	(4)
Interest expense, net	<u>\$ 818</u>	<u>\$ 702</u>
Cash paid for interest	\$ 753	\$ 618
Weighted average total debt balance	\$ 15,188	\$ 15,298
Weighted average interest rate	5.2 %	4.6 %

Interest cost increased \$119 million compared to the year ended December 31, 2022, resulting primarily from increases in our weighted average interest rate, partially offset by decreases in our weighted average total debt balance. The weighted average interest rate increased primarily due to the increase in the underlying benchmark rates on our SCL Revolving Facility and our Singapore Credit Facility, and increased interest rates on the SCL senior notes in connection with the credit rating downgrades in February and June 2022, partially offset by the credit rating upgrade in July 2023 (see “Item 8 — Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note 12 — Long-Term Debt”). The weighted average debt balance decreased primarily due to payments made on the SCL revolver totaling \$1.95 billion throughout the year ended December 31, 2023. We also had \$31 million in imputed interest expense on the VML Concession financial liability in 2023 (see “Item 8 — Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note 9 — Goodwill and Intangible Assets, Net”).

Other Factors Affecting Earnings

Interest income was \$288 million for the year ended December 31, 2023, compared to \$116 million for the year ended December 31, 2022. Interest income for the year ended December 31, 2023, was primarily attributable to \$258 million in interest income on money market funds, bank deposits and treasury bills driven by higher interest rates. Our average interest rates on cash and cash equivalents for the year ended December 31, 2023 was 4.8% compared to 1.7% for the year ended December 31, 2022. We also had \$29 million in interest income on the seller financing loan in connection with the sale of the Las Vegas Operating Properties, which increased \$8 million compared to the year ended December 31, 2022 due to an increase in the interest rate as the buyer elected payment-in-kind for the interest payments effective July 1, 2022 and an increase in the period in which the loan balance was outstanding in 2023.

Other expense was \$8 million for the year ended December 31, 2023, compared to \$9 million during the year ended December 31, 2022. Other expense for the year ended December 31, 2023, was primarily attributable to foreign currency transaction losses driven by the U.S. dollar-denominated debt held by SCL, partially offset by foreign currency transaction gains driven by U.S. dollar-denominated intercompany debt held by MBS.

Our income tax expense was \$344 million on income before income taxes of \$1.78 billion for the year ended December 31, 2023, resulting in a 19.4% effective income tax rate. This compares to an 11.1% effective income tax rate for the year ended December 31, 2022. The income tax expense for the year ended December 31, 2023, reflects a 17% statutory tax rate on our Singapore operations and a 21% corporate income tax rate on our U.S. operations.

Our operations in Macao are subject to a 12% statutory income tax rate, but in connection with the 35% gaming tax, VML and its peers received an income tax exemption on gaming operations through December 31, 2022. On February 5, 2024, the Macao government provided notice that VML and its peers would continue to receive this exemption for the period January 1, 2023 through December 31, 2027. Additionally, we entered into a shareholder dividend tax agreement with the Macao government in April 2019, effective through June 26, 2022, providing an annual payment as a substitution for a 12% tax otherwise due from VML shareholders on dividend distributions paid from VML gaming profits. We are in discussions for a new shareholder dividend tax agreement with the Macao government, which would commence effective as of January 1, 2023.

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The net income attributable to our noncontrolling interests from continuing operations was \$210 million for the year ended December 31, 2023, compared to a net loss of \$475 million for the year ended December 31, 2022. These amounts were related to the noncontrolling interest of SCL.

Additional Information Regarding our Retail Mall Operations

The following tables summarize the results of our mall operations on the Cotai Strip and at Marina Bay Sands for the years ended December 31, 2023 and 2022:

	Shoppes at Venetian	Shoppes at Four Seasons	Shoppes at Londoner	Shoppes at Parisian	The Shoppes at Marina Bay Sands
	(In millions)				
For the year ended December 31, 2023					
Mall revenues:					
Minimum rents ⁽¹⁾	\$ 168	\$ 123	\$ 34	\$ 18	\$ 159
Overage rents	27	54	17	6	62
CAM, levies and direct recoveries	32	10	15	8	33
Total mall revenues	227	187	66	32	254
Mall operating expenses:					
Common area maintenance	14	5	8	4	23
Marketing and other direct operating expenses	10	11	5	3	6
Mall operating expenses	24	16	13	7	29
Property taxes ⁽²⁾	1	—	—	—	6
Mall-related expenses ⁽³⁾	\$ 25	\$ 16	\$ 13	\$ 7	\$ 35
For the year ended December 31, 2022					
Mall revenues:					
Minimum rents ⁽¹⁾	\$ 168	\$ 119	\$ 30	\$ 22	\$ 145
Overage rents	6	8	11	2	51
Rent concessions ⁽⁴⁾	(47)	(10)	(9)	(7)	—
CAM, levies and direct recoveries	27	10	12	8	30
Total mall revenues	154	127	47	25	226
Mall operating expenses:					
Common area maintenance	11	5	7	4	20
Marketing and other direct operating expenses	7	6	4	3	5
Mall operating expenses	18	11	11	7	25
Property taxes ⁽²⁾	1	—	—	—	4
Mall-related expenses ⁽³⁾	\$ 19	\$ 11	\$ 11	\$ 7	\$ 29

Note: This table excludes the results of our mall operations at Sands Macao.

- (1) Minimum rents include base rents and straight-line adjustments of base rents.
- (2) Commercial property that generates rental income is exempt from property tax for the first six years for newly constructed buildings in Cotai. If the property also qualifies for Tourism Utility Status, the property tax exemption can be extended to twelve years with effect from the opening of the property. To date, The Venetian Macao, The Plaza Macao and Four Seasons Macao, The Londoner Macao and The Parisian Macao have obtained an extended exemption. The exemption for The Venetian Macao and The Plaza Macao and Four Seasons Macao expired in August 2019 and August 2020, respectively, and the exemption for The Londoner Macao and The Parisian Macao will be expiring in December 2027 and September 2028, respectively.
- (3) Mall-related expenses consist of CAM, marketing fees and other direct operating expenses, property taxes and provision for credit losses, but excludes depreciation and amortization and general and administrative costs.
- (4) Rent concessions were provided to tenants as a result of the COVID-19 pandemic and the related impact on mall operations.

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It is common in the mall operating industry for companies to disclose mall net operating income ("NOI") as a useful supplemental measure of a mall's operating performance. Because NOI excludes general and administrative expenses, interest expense, impairment losses, depreciation and amortization, gains and losses from property dispositions, allocations to noncontrolling interests and provision for income taxes, it provides a performance measure that, when compared year over year, reflects the revenues and expenses directly associated with owning and operating commercial real estate properties and the impact on operations from trends in occupancy rates, rental rates and operating costs.

In the table above, we believe taking total mall revenues less mall-related expenses provides an operating performance measure for our malls. Other mall operating companies may use different methodologies for deriving mall-related expenses. As such, this calculation may not be comparable to the NOI of other mall operating companies.

Year Ended December 31, 2022 Compared to the Year Ended December 31, 2021

A discussion of changes in our results of operations between 2022 and 2021 has been omitted from this Form 10-K and can be found in "Item 7 — Management's Discussion and Analysis of Financial Condition and Results of Operations — Year Ended December 31, 2022 Compared to the Year Ended December 31, 2021" of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2022.

Liquidity and Capital Resources

Cash Flows — Summary

Our cash flows consisted of the following:

	Year Ended December 31,	
	2023	2022
	(In millions)	
Net cash generated from (used in) operating activities from continuing operations	\$ 3,227	\$ (944)
Cash flows from investing activities from continuing operations:		
Capital expenditures	(1,017)	(651)
Proceeds from disposal of property and equipment	3	9
Acquisition of intangible assets and other	(240)	(129)
Proceeds from seller loan	—	50
Net cash used in investing activities from continuing operations	(1,254)	(721)
Cash flows from financing activities from continuing operations:		
Proceeds from exercise of stock options	4	—
Tax withholding on vesting of equity awards	(2)	(1)
Repurchase of common stock	(505)	—
Dividends paid	(305)	—
Proceeds from long-term debt	—	1,200
Repayments of long-term debt	(2,069)	(66)
Payments of financing costs	(32)	(11)
Unsettled forward contract for purchase of noncontrolling interest	(250)	—
Other	(29)	—
Transaction with discontinued operations	—	5,032
Net cash generated from (used in) financing activities from continuing operations	\$ (3,188)	\$ 6,154

A discussion of changes in cash flows between 2022 and 2021 has been omitted from this Form 10-K and can be found in "Item 7 — Management's Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources" of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2022.

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Cash Flows — Operating Activities

Table games play at our properties is conducted on a cash and credit basis, while slot machine play is primarily conducted on a cash basis. Our rooms, food and beverage and other non-gaming revenues are conducted primarily on a cash basis and to a lesser extent as a trade receivable. Operating cash flows are generally affected by changes in operating income, accounts receivable, gaming related liabilities and interest payments. For the year ended December 31, 2023, cash generated from operations was \$3.23 billion, an increase of \$4.17 billion compared to cash used in operating activities of \$944 million for the year ended December 31, 2022. The increase in cash generated from operations was primarily due to our Macao and Singapore operations generating increased operating income driven by the acceleration of visitation and the elimination of all remaining pandemic-related restrictions in Singapore in February 2023, and in Macao in late December 2022 and early January 2023. We also had increases in cash related to changes in working capital due to our gaming operations.

Cash Flows — Investing Activities

Capital expenditures for the year ended December 31, 2023, totaled \$1.02 billion. Included in this amount was \$584 million at Marina Bay Sands in Singapore, primarily due to Towers 1 and 2 room renovations. Capital expenditures were \$233 million for construction and development activities in Macao, which consisted of \$132 million for The Londoner Macao, \$71 million for The Venetian Macao, \$15 million for The Plaza Macao and Four Seasons Macao, \$9 million for The Parisian Macao and \$6 million for Sands Macao. Additionally, we funded \$200 million for corporate and other.

Included in net cash flows from investing activities was a payment of \$221 million related to the purchase of the Nassau Coliseum.

Capital expenditures for the year ended December 31, 2022, totaled \$651 million. Included in this amount was \$348 million at Marina Bay Sands in Singapore, primarily due to Towers 1 and 2 room renovations. Capital expenditures were \$243 million for construction and development activities in Macao, which consisted of \$175 million for The Londoner Macao, \$52 million for The Venetian Macao, \$9 million for The Plaza Macao and Four Seasons Macao, \$4 million for Sands Macao and \$3 million for The Parisian Macao. Additionally, we funded \$60 million for corporate and other.

Cash Flows — Financing Activities

Net cash flows utilized for financing activities were \$3.19 billion for the year ended December 31, 2023. There were \$2.07 billion in repayments on long-term debt, primarily related to the repayment on the SCL revolving facility of \$1.95 billion. We also utilized \$505 million for common stock repurchases and \$305 million for dividend payments related to our stockholder return of capital program, and funded \$250 million for a forward contract to purchase common stock of SCL to increase our equity ownership in SCL. Lastly, we paid \$32 million in deferred offering costs, primarily related to the amendment and restatement of the 2018 SCL Credit Facility, and \$29 million in other financial liability payments.

Net cash flows generated from financing activities were \$6.15 billion for the year ended December 31, 2022, which was primarily attributable to net proceeds from the sale of the Las Vegas Operating Properties of \$4.89 billion and \$1.20 billion from the drawdown of our SCL revolving facility. These items were partially offset by \$66 million in repayments on long-term debt and \$11 million in deferred offering costs relating to obtaining LVSC Revolving Facility lender consents to consummate the Las Vegas Sale and the covenant waiver obtained on the 2018 SCL Credit Facility.

As of December 31, 2023, we had \$4.44 billion available for borrowing under our U.S., Macao and Singapore revolving facilities, net of letters of credit. Additionally, we had \$2.79 billion available for borrowing under the 2012 Singapore Delayed Draw Term Facility to finance construction costs incurred in connection with the MBS Expansion Project.

Capital Financing Overview

We fund our development projects primarily through borrowings from our debt instruments (see “Item 8 — Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note 12 — Long-Term Debt”) and operating cash flows.

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Our U.S., SCL and Singapore credit facilities, as amended, contain various financial covenants, which include maintaining a maximum leverage ratio, as defined per the respective facility agreements. As of December 31, 2023, our U.S. and Singapore leverage ratios, as defined per the respective credit facility agreements, were 3.3x and 1.7x, respectively, compared to the maximum leverage ratios allowed of 4.0x and 4.5x, respectively, while our SCL credit facility had a covenant waiver through January 1, 2024, as mentioned below. If we are unable to maintain compliance with the financial covenants under these credit facilities, we would be in default under the respective credit facilities.

On May 11, 2023, SCL entered into an amended and restated facility agreement (the "A&R Facility Agreement") with respect to certain provisions of the 2018 SCL Credit Facility, pursuant to which lenders have (a) extended the termination date for the Hong Kong Dollar ("HKD") commitments and U.S. dollar commitments of the lenders that consented to the waivers and amendments in the A&R Facility Agreement (the "Extending Lenders") from July 31, 2023 to July 31, 2025; (b) extended to (and including) January 1, 2024, the waiver period for the requirement for SCL to comply with the requirements that SCL ensure (i) the consolidated leverage ratio does not exceed 4.0x and (ii) the consolidated interest coverage ratio is not less than 2.5x; (c) amended the definition of consolidated total debt such that it excludes any financial indebtedness that is subordinated and subject in right of payment to the prior payment in full of the A&R Facility Agreement (including the \$1.0 billion subordinated unsecured term loan facility made available by the Company to SCL); (d) amended the maximum permitted consolidated leverage ratio as of the last day of each of the financial quarters ending March 31, 2024, June 30, 2024, September 30, 2024, December 31, 2024, and subsequent financial quarters to be 6.25x, 5.5x, 5.0x, 4.5x, and 4.0x respectively; and (e) extended to (and including) January 1, 2025 the period during which SCL's ability to declare or make any dividend payment or similar distribution is restricted if at such time (x) the Total Commitments (as defined in the A&R Facility Agreement) exceed \$2.0 billion by SCL's exercise of the option to increase the Total Commitments by an aggregate amount of up to \$1.0 billion and (y) the consolidated leverage ratio is greater than 4.0x, unless, after giving effect to such payment, the sum of (i) the aggregate amount of cash and cash equivalents of SCL on such date and (ii) the aggregate amount of the undrawn facility under the A&R Facility Agreement and unused commitments under other credit facilities of SCL is greater than \$2.0 billion. Pursuant to the A&R Facility Agreement, SCL paid a customary fee to the Extending Lenders that consented. The amendments with respect to the extended commitments took effect on July 31, 2023.

We held unrestricted cash and cash equivalents of \$5.11 billion and restricted cash of \$124 million as of December 31, 2023, of which approximately \$2.20 billion of the unrestricted amount is held by non-U.S. subsidiaries. Of the \$2.20 billion, approximately \$1.80 billion is available to be repatriated, either in the form of dividends or via intercompany loans or advances, to the U.S., subject to levels of earnings, cash flow generated from gaming operations and various other factors, including dividend requirements to third-party public stockholders in the case of funds being repatriated from SCL, compliance with certain local statutes, laws and regulations currently applicable to our subsidiaries and restrictions in connection with their contractual arrangements. We do not expect withholding taxes or other foreign income taxes to apply should these earnings be distributed in the form of dividends or otherwise.

We believe the cash on hand and cash flow generated from operations, as well as the \$4.44 billion available for borrowing under our U.S., Macao and Singapore credit facilities, net of outstanding letters of credit, and SGD 3.69 billion (approximately \$2.79 billion at exchange rates in effect on December 31, 2023) under the 2012 Singapore Delayed Draw Term Facility, as of December 31, 2023 (only available for draws after the construction cost estimate and construction schedule for the MBS Expansion Project have been delivered to the lenders), will be sufficient to maintain compliance with the financial covenants of our credit facilities and fund our working capital needs, committed and planned capital expenditures, development opportunities, debt obligations and dividend commitments, as well as meet our commitments under the Macao Concession. In the normal course of our activities, we will continue to evaluate global capital markets to consider future opportunities for enhancements of our capital structure.

In July 2023, we announced the resumption of our return of capital program. On August 16, 2023 and November 15, 2023, we paid a quarterly dividend of \$0.20 per common share as part of a regular cash dividend program and, for the year ended December 31, 2023, we recorded \$305 million as a distribution against retained earnings. In January 2024, our Board of Directors declared a quarterly dividend of \$0.20 per common share (a total estimated to be approximately \$151 million) to be paid on February 14, 2024, to stockholders of record on

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February 6, 2024. We expect this level of dividend to continue quarterly through the remainder of 2024. Our Board of Directors will continue to assess the level of appropriateness of any cash dividends.

Share Repurchase Program

On October 16, 2023, our Board of Directors authorized increasing the remaining share repurchase amount under our existing share repurchase program of \$916 million to \$2.0 billion and extending the expiration date from November 2024 to November 3, 2025. During the year ended December 31, 2023, we repurchased 11,121,497 shares of our common stock for \$510 million (including commissions and \$5 million in excise tax) under our current program. All share repurchases of our common stock have been recorded as treasury stock.

We have approximately \$1.50 billion remaining under our authorized share repurchase program. Repurchases of our common stock are made at our discretion in accordance with applicable federal securities laws in the open market or otherwise. The timing and actual number of shares to be repurchased in the future will depend on a variety of factors, including our financial position, earnings, cash flows, legal requirements, other investment opportunities and market conditions.

Aggregate Indebtedness and Other Contractual Obligations

Our total long-term indebtedness and other contractual obligations are summarized below as of December 31, 2023:

	Payments Due by Period ⁽¹⁾				Total
	2024	2025 - 2026	2027 - 2028	Thereafter	
	(In millions)				
Long-Term Debt Obligations⁽²⁾					
LVSC Senior Notes	\$ 1,750	\$ 1,500	\$ —	\$ 750	\$ 4,000
SCL Senior Notes	—	2,600	2,600	1,950	7,150
2012 Singapore Credit Facility	142	2,749	—	—	2,891
Singapore Delayed Draw Term Facility	—	47	—	—	47
Other ⁽³⁾	11	10	—	—	21
Fixed Interest Payments	464	679	429	151	1,723
Variable Interest Payments ⁽⁴⁾	146	169	—	—	315
Macao Concession Related⁽⁵⁾					
Macao Annual Premium ⁽⁶⁾	40	80	80	158	358
Handover Record ⁽⁷⁾	13	55	84	168	320
Contractual Obligations					
Operating Leases, Including Imputed Interest ⁽⁸⁾	26	39	34	408	507
Mall Deposits ⁽⁹⁾	73	54	25	15	167
Other ⁽¹⁰⁾	183	223	158	138	724
Total	\$ 2,850	\$ 8,205	\$ 3,410	\$ 3,758	\$ 18,223

(1) As of December 31, 2023, we had a \$105 million liability related to uncertain tax positions. We do not expect this liability to result in a payment of cash within the next 12 months. We are unable to reasonably estimate the timing of the liability in individual years beyond 12 months due to uncertainties in the timing of the effective settlement of tax positions; therefore, such amounts are not included in the table.

(2) See "Item 8 — Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note 12 — Long-Term Debt" for further details on these financing transactions and "Item 8 — Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note 16 — Leases" for further details on finance leases.

(3) Other consists of finance leases, including imputed interest, and other financed purchased obligations, including the related interest.

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- (4) Based on the 1-month rate as of December 31, 2023, Secured Overnight Financing Rate (“SOFR”) of 5.40%, Hong Kong Inter-Bank Offer Rate (“HIBOR”) of 5.27% and Singapore Swap Offer Rate (“SOR”) of 3.62%, plus the applicable interest rate spread in accordance with the respective debt agreements.
- (5) In addition to the amounts listed in the table above, under the Macao Concession, we have committed to spend 30.24 billion patacas (approximately \$3.76 billion at exchange rates in effect on December 31, 2023) through 2032 on both capital and operating projects, including 27.80 billion patacas (approximately \$3.45 billion at exchange rates in effect on December 31, 2023) in non-gaming projects. As Macao’s annual gross gaming revenue amounted to 183.06 billion patacas (approximately \$22.74 billion at exchange rates in effect on December 31, 2023) in 2023, we are required to invest, or cause to be invested, an additional 5.56 billion patacas (approximately \$691 million at exchange rates in effect on December 31, 2023) in non-gaming investment projects by December 2032. As the exact timing of this spend has not been finalized, these amounts have not been included in the table above.

We are also required to pay a 35% gross gaming revenue special gaming tax and a 5% gross gaming revenue contribution in Macao, which amounts we pay are variable in nature. Under the Concession, however, we are obligated to pay a special annual gaming premium if the average of the gross gaming revenues of our gaming tables and our electrical or mechanical gaming machines, including slot machines, is lower than a certain minimum amount determined by the Macao government; such special premium being the difference between the gaming tax based on the actual gross gaming revenues and that of the specified minimum amount. Based on the maximum number of gaming tables and gaming machines we are currently authorized to operate, if the monthly special gaming taxes paid during the year aggregates to less than 4.50 billion patacas (approximately \$560 million at exchange rates in effect on December 31, 2023), we would be required to pay the difference as the special annual gaming premium.

- (6) We are required to pay an annual premium with a fixed portion and a variable portion, which is based on the number and type of gaming tables and gaming machines we operate. Based on the gaming tables and gaming machines (which is at the maximum number of tables and machines currently allowed by the Macao government) in operation as of January 1, 2023, the annual premium payable to the Macao government is approximately \$40 million for the years ending December 31, 2024 through December 31, 2028, respectively, and \$158 million in aggregate thereafter through the termination of the Concession in December 2032.
- (7) Under the Handover Record, we are required to make annual payments of 750 patacas per square meter for the first three years and 2,500 patacas per square meter for the following seven years (approximately \$93 and \$311, respectively, at exchange rates in effect on December 31, 2023). The annual payment of 750 patacas per square meter will be adjusted with the Macao average price index of the corresponding preceding year for years two and three and the annual payment of 2,500 patacas per square meter will be adjusted with the Macao average price index of the corresponding preceding year for years five through ten.
- (8) We are party to certain operating leases for real estate, which primarily include \$290 million related to long-term land leases in Macao with an anticipated lease term of 50 years, \$148 million related to a long-term land lease in New York with a 26-year lease term, \$16 million related to a long-term land lease in Las Vegas with a 40-year lease term, and \$20 million related to office space in Singapore with a 5-year lease term. See “Item 8 — Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note 16 — Leases” for further details on operating leases.
- (9) Mall deposits consist of refundable security deposits received from mall tenants.
- (10) Primarily consists of all other non-cancellable contractual obligations and primarily relates to certain hotel management and service agreements, as described below. The amounts exclude open purchase orders with our suppliers that have not yet been received as these agreements generally allow us the option to cancel, reschedule and adjust terms based on our business needs prior to the delivery of goods or performance of services. Some of our hotel properties operate pursuant to management agreements with various experienced third-party hotel operators (management companies), whereby the management company controls the day-to-day operations of each of these hotels, and we are granted limited approval rights with respect to certain of the management company’s actions. The non-cancelable period of our management agreements ranges from 14 to 40 years with various extension provisions and some with early termination options. Each management company receives a base management fee, generally a percentage of revenue as defined. There are also monthly fees for certain support services and some also include incentive fees based on attaining certain financial thresholds. Additionally, the Company’s non-cancelable contractual obligations also include agreements with certain celebrities and professional sports leagues and teams for the hosting of events, advertising, marketing, promotional and sponsorship opportunities in order to promote the Company’s brand and services.

Off-Balance Sheet Arrangements

We have not entered into any transactions with special purpose entities, nor have we engaged in any derivative transactions other than foreign currency swaps. Refer to “Item 8 — Financial Statements and Supplementary Data

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— Notes to Consolidated Financial Statements — Note 11 — Derivative Instruments” for outstanding foreign currency swaps as of December 31, 2023.

Restrictions on Distributions

We are a parent company with limited business operations. Our main asset is the stock and ownership interests of our subsidiaries. Certain of our debt instruments contain restrictions that, among other things, limit the ability of certain subsidiaries to incur additional indebtedness, issue disqualified stock or equity interests, pay dividends or make other distributions, repurchase equity interests or certain indebtedness, create certain liens, enter into certain transactions with affiliates, enter into certain mergers or consolidations or sell certain of our assets without prior approval of the lenders or noteholders.

Under the Concession, although not a restriction, we have to provide a five-day prior notification to the Macao government for any major financial decisions exceeding 10% of the share capital of VML.

Special Note Regarding Forward-Looking Statements

This report contains forward-looking statements made pursuant to the Safe Harbor Provisions of the Private Securities Litigation Reform Act of 1995. These forward-looking statements include the discussions of our business strategies and expectations concerning future operations, margins, profitability, liquidity and capital resources. In addition, in certain portions included in this report, the words: “anticipates,” “believes,” “estimates,” “seeks,” “expects,” “plans,” “intends,” “remains,” “positions” and similar expressions, as they relate to our Company or management, are intended to identify forward-looking statements. Although we believe these forward-looking statements are reasonable, we cannot assure you any forward-looking statements will prove to be correct. These forward-looking statements involve known and unknown risks, uncertainties and other factors beyond our control, which may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by these forward-looking statements. These factors include, among others, the risks associated with:

- our ability to maintain our concession in Macao and gaining license in Singapore;
- our ability to invest in future growth opportunities, or attempt to expand our business in new markets and new ventures;
- the ability to execute our previously announced capital expenditure programs, and produce future returns;
- general economic and business conditions internationally, which may impact levels of disposable income, consumer spending, group meeting business, pricing of hotel rooms and retail and mall tenant sales;
- disruptions or reductions in travel and our operations due to natural or man-made disasters, pandemics, epidemics or outbreaks of infectious or contagious diseases, political instability, civil unrest, terrorist activity or war;
- the uncertainty of consumer behavior related to discretionary spending and vacationing at our Integrated Resorts in Macao and Singapore;
- the extensive regulations to which we are subject and the costs of compliance or failure to comply with such regulations;
- new developments and construction projects at our existing properties (for example, development at our Cotai Strip properties and the MBS Expansion Project);
- regulatory policies in China or other countries in which our patrons reside, or where we have operations, including visa restrictions limiting the number of visits or the length of stay for visitors from China to Macao, restrictions on foreign currency exchange or importation of currency, and the judicial enforcement of gaming debts;
- the possibility that the laws and regulations of mainland China become applicable to our operations in Macao and Hong Kong;
- the possibility that economic, political and legal developments in Macao adversely affect our Macao operations, or that there is a change in the manner in which regulatory oversight is conducted in Macao;

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- our leverage, debt service and debt covenant compliance, including the pledge of certain of our assets (other than our equity interests in our subsidiaries) as security for our indebtedness and ability to refinance our debt obligations as they come due or to obtain sufficient funding for our planned, or any future, development projects;
- fluctuations in currency exchange rates and interest rates, and the possibility of increased expense as a result;
- increased competition for labor and materials due to planned construction projects in Macao and Singapore and quota limits on the hiring of foreign workers;
- our ability to compete for limited management and labor resources in Macao and Singapore, and policies of those governments that may also affect our ability to employ imported managers or labor from other countries;
- our dependence upon properties primarily in Macao and Singapore for all of our cash flow and the ability of our subsidiaries to make distribution payments to us;
- the passage of new legislation and receipt of governmental approvals for our operations in Macao and Singapore and other jurisdictions where we are planning to operate;
- the ability of our insurance coverage to cover all possible losses that our properties could suffer and the potential for our insurance costs to increase in the future;
- our ability to collect gaming receivables from our credit players;
- the collectability of our outstanding loan receivable;
- our dependence on chance and theoretical win rates;
- fraud and cheating that could result in losses in our gaming operations and reputational harm;
- our ability to establish and protect our intellectual property rights;
- reputational risk related to the license of certain of our trademarks;
- the possibility that our securities may be prohibited from being traded in the U.S. securities market under the Holding Foreign Companies Accountable Act;
- conflicts of interest that arise because certain of our directors and officers are also directors and officers of SCL;
- government regulation of the casino industry (as well as new laws and regulations and changes to existing laws and regulations), including gaming license regulation, the requirement for certain beneficial owners of our securities to be found suitable by gaming authorities, the legalization of gaming in other jurisdictions and regulation of gaming on the internet;
- increased competition in Macao, including recent and upcoming increases in hotel rooms, meeting and convention space, retail space, potential additional gaming licenses and online gaming;
- the popularity of Macao and Singapore as convention and trade show destinations;
- new taxes, changes to existing tax rates or proposed changes in tax legislation;
- the continued services of our key officers;
- any potential conflict between the interests of our Principal Stockholders and us;
- labor actions and other labor problems;
- our failure to maintain the integrity of our information and information systems or comply with applicable privacy and data security requirements and regulations;
- the completion of infrastructure projects in Macao;
- limitations on the transfers of cash to and from our subsidiaries, limitations of the pataca exchange markets and restrictions on the export of the renminbi;

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- the outcome of any ongoing and future litigation; and
- potential negative impacts from environmental, social and governance and sustainability matters.

All future written and verbal forward-looking statements attributable to us or any person acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. New risks and uncertainties arise from time to time, and it is impossible for us to predict these events or how they may affect us. Readers are cautioned not to place undue reliance on these forward-looking statements. We assume no obligation to update any forward-looking statements after the date of this report as a result of new information, future events or developments, except as required by federal securities laws.

Investors and others should note we announce material financial information using our investor relations website (<https://investor.sands.com>), our company website, SEC filings, investor events, news and earnings releases, public conference calls and webcasts. We use these channels to communicate with our investors and the public about our company, our products and services, and other issues.

In addition, we post certain information regarding SCL, a subsidiary of Las Vegas Sands Corp. with ordinary shares listed on The Stock Exchange of Hong Kong Limited, from time to time on our company website and our investor relations website. It is possible the information we post regarding SCL could be deemed to be material information.

Critical Accounting Policies and Estimates

The preparation of our consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires our management to make estimates and judgments that affect the reported amounts of assets and liabilities, revenues and expenses, and related disclosures of contingent assets and liabilities. These estimates and judgments are based on historical information, information currently available to us and on various other assumptions management believes to be reasonable under the circumstances. Actual results could vary from those estimates and we may change our estimates and assumptions in future evaluations. Changes in these estimates and assumptions may have a material effect on our results of operations and financial condition. We believe the critical accounting policies and estimates discussed below affect our more significant judgments and estimates used in the preparation of our consolidated financial statements.

Provision for Expected Credit Losses

We maintain a provision for expected credit losses on casino, hotel and mall receivables and regularly evaluate the balances. We apply standard reserve percentages to aged account balances, which are grouped based on shared credit risk characteristics and days past due. The reserve percentages are based on estimated loss rates supported by historical observed default rates over the expected life of the receivable and are adjusted for forward-looking information. We also specifically analyze the collectability of each account with a balance over a specified dollar amount, based upon the age of the account, the customer's financial condition, collection history and any other known information and adjust the aforementioned reserve with the results from the individual reserve analysis. We also monitor regional and global economic conditions and forecasts in our evaluation of the adequacy of the recorded reserves.

Account balances are written off against the provision when we believe it is probable the receivable will not be recovered. Credit or marker play was 10.6% and 11.9% of table games play at our Macao properties and Marina Bay Sands, respectively, during the year ended December 31, 2023. Our provision for casino credit losses was 40.2% and 61.6% of gross casino receivables as of December 31, 2023 and 2022, respectively. Our provision for credit losses from our hotel and other receivables is not material.

Litigation Accrual

We are subject to various claims and legal actions. We estimate the accruals for these claims and legal actions based on all relevant facts and circumstances currently available and include such accruals in other accrued liabilities in the consolidated balance sheets when it is determined such contingencies are both probable and reasonably estimable.

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Property and Equipment

As of December 31, 2023, we had net property and equipment of \$11.44 billion, representing 52.5% of our total assets. We depreciate property and equipment on a straight-line basis over their estimated useful lives. The estimated useful lives are based on the nature of the assets as well as current operating strategy and legal considerations, such as contractual life. Future events, such as property expansions, property developments, new competition or new regulations, could result in a change in the manner in which we use certain assets requiring a change in the estimated useful lives of such assets. The estimated useful lives of assets are periodically reviewed and adjusted as necessary on a prospective basis.

For assets to be held and used (including projects under development), fixed assets are reviewed for impairment whenever indicators of impairment exist. If an indicator of impairment exists, we first group our assets with other assets and liabilities at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities (the "asset group"). Secondly, we estimate the undiscounted future cash flows directly associated with and expected to arise from the completion, use and eventual disposition of such asset group. We estimate the undiscounted cash flows over the remaining useful life of the primary asset within the asset group. If the undiscounted cash flows exceed the carrying value, no impairment is indicated. If the undiscounted cash flows do not exceed the carrying value, then an impairment is measured based on fair value compared to carrying value, with fair value typically based on a discounted cash flow model. If an asset is still under development, future cash flows include remaining construction costs.

To estimate the undiscounted cash flows of our asset groups, we consider all potential cash flows scenarios, which are probability weighted based on management's estimates given current conditions. Determining the recoverability of our asset groups is judgmental in nature and requires the use of significant estimates and assumptions, including estimated cash flows, probability weighting of potential scenarios, costs to complete construction for assets under development, growth rates and future market conditions, among others. Future changes to our estimates and assumptions based upon changes in macro-economic factors, regulatory environments, operating results or management's intentions may result in future changes to the recoverability of our asset groups.

Gaming Assets under the Macao Concession

As we will continue to operate the Gaming Assets, as defined in "Item 8 — Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note 7 — Property and Equipment, Net," in the same manner as under the previous subconcession, obtain substantially all of the economic benefits and bear all of the risks arising from the use of these assets, as well as assuming VML will be successful in being awarded a new concession upon expiry of the current concession, we will continue to recognize these Gaming Assets as property and equipment over their remaining estimated useful lives.

Income Taxes

We are subject to income taxes in the U.S. (including federal and state) and numerous foreign jurisdictions in which we operate. We record income taxes under the asset and liability method, whereby deferred tax assets and liabilities are recognized based on the future tax consequences attributable to temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases, and attributable to operating loss and tax credit carryforwards.

Our foreign and U.S. tax rate differential reflects the fact that U.S. tax rates are higher than the statutory tax rates in Singapore and Macao of 17% and 12%, respectively. In August 2018, we received an exemption from Macao's corporate income tax on profits generated by the operation of casino games of chance for the period of January 1, 2019 through June 26, 2022. In September 2022, we received an additional extension of this exemption for the period June 27, 2022 through December 31, 2022. On February 5, 2024, the Macao government provided notice that VML and its peers would continue to receive this exemption for the period January 1, 2023 through December 31, 2027. We entered into an agreement with the Macao government in April 2019, effective through June 26, 2022, providing for payments as a substitution for a 12% tax otherwise due from VML shareholders on dividend distributions paid from VML gaming profits, namely a payment of 38 million patacas (approximately \$5 million at exchange rates in effect on December 31, 2023) for 2021 and a payment of 18 million patacas (approximately \$2 million at exchange rates in effect on December 31, 2023) for the period between January 1, 2022 through June 26, 2022. We are in discussions for a new shareholder dividend tax agreement with the Macao

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government, which would commence effective as of January 1, 2023. The effective income tax rate for the year ended December 31, 2023, reflects a continuation of the exemption from Macao's corporate income tax on profits generated by the operation of casino games of chance and a new shareholder dividend tax agreement.

Accounting standards regarding income taxes require a reduction of the carrying amounts of deferred tax assets by a valuation allowance, if based on the available evidence, it is "more-likely-than-not" such assets will not be realized. Accordingly, the need to establish valuation allowances for deferred tax assets is assessed at each reporting period based on a "more-likely-than-not" realization threshold. This assessment considers, among other matters, the nature, frequency and severity of current and cumulative losses, forecasts of future profitability, the duration of statutory carryforward periods, our experience with operating loss and tax credit carryforwards not expiring and tax planning strategies.

We recorded a valuation allowance on the net deferred tax assets of certain foreign jurisdictions of \$394 million and \$475 million as of December 31, 2023 and 2022, respectively, and a valuation allowance on certain U.S. foreign tax credit carryforwards of \$3.49 billion and \$3.61 billion as of December 31, 2023 and 2022, respectively. Management will reassess the realization of deferred tax assets each reporting period and consider the scheduled reversal of deferred tax liabilities, sources of taxable income and tax planning strategies. To the extent the financial results of these operations improve and it becomes "more-likely-than-not" the deferred tax assets are realizable, we will be able to reduce the valuation allowance in the period such determination is made, as appropriate.

Significant judgment is required in evaluating our tax positions and determining our provision for income taxes. During the ordinary course of business, there are many transactions for which the ultimate tax determination is uncertain. Accounting standards regarding uncertainty in income taxes provides a two-step approach to recognizing and measuring uncertain tax positions. The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates it is "more-likely-than-not" the position will be sustained on audit, including resolution of related appeals or litigation processes, if any. The second step is to measure the tax benefit as the largest amount that is more than 50% likely, based solely on the technical merits, of being sustained on examination. We recorded unrecognized tax benefits of \$141 million and \$136 million as of December 31, 2023 and 2022. We consider many factors when evaluating and estimating our tax positions and tax benefits, which may require periodic adjustments and for which actual outcomes may be different.

Our major tax jurisdictions are the U.S., Macao, and Singapore. We could be subject to examination for tax years beginning in 2019 in Macao and Singapore and tax years 2010 through 2015 and 2020 through 2022 in the U.S.

Recent Accounting Pronouncements

See related disclosure at "Item 8 — Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note 2 — Summary of Significant Accounting Policies — Recent Accounting Pronouncements."

ITEM 7A. — QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risk is the risk of loss arising from adverse changes in market rates and prices, such as interest rates, foreign currency exchange rates and commodity prices. Our primary exposures to market risk are interest rate risk associated with our long-term debt and foreign currency exchange rate risk associated with our operations outside the United States, which we may manage through the use of futures, options, caps, forward contracts and similar instruments. We do not hold or issue financial instruments for trading purposes and do not enter into derivative transactions that would be considered speculative positions.

As of December 31, 2023, the estimated fair value of our long-term debt was approximately \$13.53 billion, compared to its contractual value of \$14.09 billion. The estimated fair value of our long-term debt is based on recent trades, if available, and indicative pricing from market information (level 2 inputs). A hypothetical 100 basis point change in market rates would cause the fair value of our long-term debt to change by \$304 million. A hypothetical 100 basis point change in SOFR, HIBOR and SOR would cause our annual interest cost on our long-term debt to change by approximately \$29 million.

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Foreign currency transaction losses for the year ended December 31, 2023, were \$8 million primarily due to U.S. dollar denominated debt issued by SCL and by Singapore dollar denominated intercompany debt reported in U.S. dollars. We may be vulnerable to changes in the U.S. dollar/SGD and U.S. dollar/pataca exchange rates. Based on balances as of December 31, 2023, a hypothetical 10% weakening of the U.S. dollar/SGD exchange rate would cause a foreign currency transaction loss of approximately \$21 million and a hypothetical 1% weakening of the U.S. dollar/pataca exchange rate would cause a foreign currency transaction loss of approximately \$71 million (net of the impact from the foreign currency swap agreements). The pataca is pegged to the Hong Kong dollar and the Hong Kong dollar is pegged to the U.S. dollar (within a narrow range). We maintain a significant amount of our operating funds in the same currencies in which we have obligations thereby reducing our exposure to currency fluctuations.

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ITEM 8. — FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

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The financial information included in the financial statement schedule should be read in conjunction with the consolidated financial statements. All other financial statement schedules have been omitted because they are not applicable or the required information is included in the consolidated financial statements or the notes thereto.

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the stockholders and the Board of Directors of Las Vegas Sands Corp.:

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Las Vegas Sands Corp. and subsidiaries (the "Company") as of December 31, 2023 and 2022, the related consolidated statements of operations, comprehensive income (loss), equity, and cash flows, for each of the three years in the period ended December 31, 2023, and the related notes and the schedule listed in the Index at Item 15(a)(2) (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 7, 2024, expressed an unqualified opinion on the Company's internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Accounts Receivable, net - Provision for Expected Credit Losses on Casino Receivables - Refer to Notes 2 and 6 to the financial statements

Critical Audit Matter Description

The Company maintains a provision for expected credit losses on casino, hotel and mall receivables and regularly evaluates the balance. A substantial portion of the provision for credit losses relates to gross casino receivables. The Company records the provision for credit losses on casino receivables by applying standard reserve percentages to aged account balances, which are grouped based on shared credit risk characteristics and days past due. The reserve percentages are based on estimated loss rates supported by historical observed default rates over the

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expected life of the casino receivable and are adjusted for forward-looking information. The Company also specifically analyzes the collectability of each casino patron account with a balance over a specified dollar amount, based upon the age of the casino patron's account, the casino patron's financial condition, collection history, and any other known information and adjusts the aforementioned reserve with the results from the individual reserve analysis.

Auditing the provision of expected credit losses on casino receivables involved a high degree of auditor's subjectivity and an increased extent of effort related to the collectability of the casino patron accounts receivable, especially as it relates to management's judgments in evaluating the qualitative factors impacting the individual reserve adjustment.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures performed in testing management's judgments and estimates used to determine the provision for credit losses on casino receivables included the following, among others:

- We tested the operating effectiveness of controls over the granting of casino credit, controls over the collection processes, and management's review controls over the assessment of the collectability of casino receivables, including the quantitative and qualitative information used by management in those controls.
- Performed a retrospective analysis of historical reserves evaluating subsequent collections and write-offs.
- For a selection of casino receivables, we (1) obtained evidence related to payment history and correspondence with the casino patron, (2) evaluated management's use of qualitative and quantitative information in establishing a provision for expected credit losses on casino receivables, and (3) examined subsequent settlement, if any.

/s/ Deloitte & Touche LLP

Las Vegas, Nevada
February 7, 2024

We have served as the Company's auditor since 2013.

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the stockholders and the Board of Directors of Las Vegas Sands Corp.:

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Las Vegas Sands Corp. and subsidiaries (the “Company”) as of December 31, 2023, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2023, of the Company and our report dated February 7, 2024, expressed an unqualified opinion on those financial statements.

Basis for Opinion

The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Deloitte & Touche LLP

Las Vegas, Nevada
February 7, 2024

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**LAS VEGAS SANDS CORP. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS**

	December 31,	
	2023	2022
	(In millions, except par value)	
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 5,105	\$ 6,311
Accounts receivable, net of provision for credit losses of \$201 and \$217	484	267
Inventories	38	28
Prepaid expenses and other	150	138
Total current assets	5,777	6,744
Loan receivable	1,194	1,165
Property and equipment, net	11,439	11,451
Restricted cash	124	125
Deferred income taxes, net	121	131
Leasehold interests in land, net	2,249	2,128
Goodwill and intangible assets, net	598	64
Other assets, net	276	231
Total assets	\$ 21,778	\$ 22,039
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	\$ 167	\$ 89
Construction payables	146	189
Other accrued liabilities	1,948	1,458
Income taxes payable	261	135
Current maturities of long-term debt	1,900	2,031
Total current liabilities	4,422	3,902
Other long-term liabilities	936	382
Deferred income taxes	187	152
Long-term debt	12,129	13,947
Total liabilities	17,674	18,383
Commitments and contingencies (Note 17)		
Equity:		
Preferred stock, \$0.001 par value, 50 shares authorized, zero shares issued and outstanding	—	—
Common stock, \$0.001 par value, 1,000 shares authorized, 833 shares issued, 753 and 764 shares outstanding	1	1
Treasury stock, at cost, 80 and 69 shares	(4,991)	(4,481)
Capital in excess of par value	6,481	6,684
Accumulated other comprehensive income (loss)	27	(7)
Retained earnings	2,600	1,684
Total Las Vegas Sands Corp. stockholders' equity	4,118	3,881
Noncontrolling interests	(14)	(225)
Total equity	4,104	3,656
Total liabilities and equity	\$ 21,778	\$ 22,039

The accompanying notes are an integral part of these consolidated financial statements.

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**LAS VEGAS SANDS CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS**

	Year Ended December 31,		
	2023	2022	2021
	(In millions, except per share data)		
Revenues:			
Casino	\$ 7,522	\$ 2,627	\$ 2,892
Rooms	1,204	469	415
Food and beverage	584	301	199
Mall	767	580	649
Convention, retail and other	295	133	79
Net revenues	10,372	4,110	4,234
Operating expenses:			
Casino	4,152	1,792	2,068
Rooms	283	173	164
Food and beverage	481	319	244
Mall	88	73	65
Convention, retail and other	201	193	85
Provision for credit losses	4	15	3
General and administrative	1,107	936	831
Corporate	230	235	211
Pre-opening	15	13	19
Development	205	143	109
Depreciation and amortization	1,208	1,036	1,041
Amortization of leasehold interests in land	58	55	56
Loss on disposal or impairment of assets	27	9	27
	8,059	4,902	4,923
Operating income (loss)	2,313	(792)	(689)
Other income (expense):			
Interest income	288	116	4
Interest expense, net of amounts capitalized	(818)	(702)	(621)
Other expense	(8)	(9)	(31)
Loss on modification or early retirement of debt	—	—	(137)
Income (loss) from continuing operations before income taxes	1,775	(1,387)	(1,474)
Income tax (expense) benefit	(344)	(154)	5
Net income (loss) from continuing operations	1,431	(1,541)	(1,469)
Discontinued operations:			
Income from operations of discontinued operations, net of tax	—	46	193
Gain on disposal of discontinued operations, net of tax	—	2,861	—
Adjustment to gain on disposal of discontinued operations, net of tax	—	(9)	—
Income from discontinued operations, net of tax	—	2,898	193
Net income (loss)	1,431	1,357	(1,276)
Net (income) loss attributable to noncontrolling interests from continuing operations	(210)	475	315
Net income (loss) attributable to Las Vegas Sands Corp.	\$ 1,221	\$ 1,832	\$ (961)
Earnings (loss) per share - basic:			
Income (loss) from continuing operations	\$ 1.60	\$ (1.40)	\$ (1.51)
Income from discontinued operations, net of tax	—	3.80	0.25
Net income (loss) attributable to Las Vegas Sands Corp.	\$ 1.60	\$ 2.40	\$ (1.26)
Earnings (loss) per share - diluted:			
Income (loss) from continuing operations	\$ 1.60	\$ (1.40)	\$ (1.51)
Income from discontinued operations, net of tax	—	3.80	0.25
Net income (loss) attributable to Las Vegas Sands Corp.	\$ 1.60	\$ 2.40	\$ (1.26)
Weighted average shares outstanding:			
Basic	763	764	764
Diluted	765	764	764

The accompanying notes are an integral part of these consolidated financial statements.

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

	Year Ended December 31,		
	2023	2022	2021
	(In millions)		
Net income (loss)	\$ 1,431	\$ 1,357	\$ (1,276)
Currency translation adjustment	37	14	(51)
Cash flow hedge fair value adjustment	(3)	(3)	(4)
Total comprehensive income (loss)	1,465	1,368	(1,331)
Comprehensive (income) loss attributable to noncontrolling interests	(210)	479	319
Comprehensive income (loss) attributable to Las Vegas Sands Corp.	<u>\$ 1,255</u>	<u>\$ 1,847</u>	<u>\$ (1,012)</u>

The accompanying notes are an integral part of these consolidated financial statements.

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**LAS VEGAS SANDS CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF EQUITY**

Las Vegas Sands Corp. Stockholders' Equity							
	Common Stock	Treasury Stock	Capital in Excess of Par Value	Accumulated Other Comprehensive Income (Loss)	Retained Earnings (Deficit)	Noncontrolling Interests	Total
	(In millions)						
Balance at January 1, 2021	\$ 1	\$ (4,481)	\$ 6,611	\$ 29	\$ 813	\$ 565	\$ 3,538
Net loss	—	—	—	—	(961)	(315)	(1,276)
Currency translation adjustment	—	—	—	(48)	—	(3)	(51)
Cash flow hedge fair value adjustment	—	—	—	(3)	—	(1)	(4)
Exercise of stock options	—	—	15	—	—	4	19
Stock-based compensation	—	—	20	—	—	2	22
Balance at December 31, 2021	1	(4,481)	6,646	(22)	(148)	252	2,248
Net income (loss)	—	—	—	—	1,832	(475)	1,357
Currency translation adjustment	—	—	—	17	—	(3)	14
Cash flow hedge fair value adjustment	—	—	—	(2)	—	(1)	(3)
Stock-based compensation	—	—	39	—	—	2	41
Tax withholding on vesting of equity awards	—	—	(1)	—	—	—	(1)
Balance at December 31, 2022	1	(4,481)	6,684	(7)	1,684	(225)	3,656
Net income	—	—	—	—	1,221	210	1,431
Currency translation adjustment	—	—	—	36	—	1	37
Cash flow hedge fair value adjustment	—	—	—	(2)	—	(1)	(3)
Exercise of stock options	—	—	4	—	—	—	4
Stock-based compensation	—	—	45	—	—	1	46
Tax withholding on vesting of equity awards	—	—	(2)	—	—	—	(2)
Repurchase of common stock	—	(510)	—	—	—	—	(510)
Forward contract for purchase of noncontrolling interest	—	—	(250)	—	—	—	(250)
Dividends declared (\$0.40 per share) (Note 13)	—	—	—	—	(305)	—	(305)
Balance at December 31, 2023	\$ 1	\$ (4,991)	\$ 6,481	\$ 27	\$ 2,600	\$ (14)	\$ 4,104

The accompanying notes are an integral part of these consolidated financial statements.

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**LAS VEGAS SANDS CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS**

	Year Ended December 31,		
	2023	2022	2021
	(In millions)		
Cash flows from operating activities from continuing operations:			
Net income (loss) from continuing operations	\$ 1,431	\$ (1,541)	\$ (1,469)
Adjustments to reconcile net income (loss) to net cash used in operating activities:			
Depreciation and amortization	1,208	1,036	1,041
Amortization of leasehold interests in land	58	55	56
Amortization of deferred financing costs and original issue discount	61	57	52
Change in fair value of derivative asset/liability	(1)	1	(1)
Paid-in-kind interest income	(30)	(15)	—
Loss on modification or early retirement of debt	—	—	137
Loss on disposal or impairment of assets	11	7	16
Stock-based compensation expense	44	39	22
Provision for credit losses	4	15	3
Foreign exchange (gain) loss	7	(16)	34
Deferred income taxes	44	(2)	(45)
Income tax impact related to gain on sale of Las Vegas Operations	—	(750)	—
Changes in operating assets and liabilities:			
Accounts receivable	(217)	(78)	43
Other assets	(50)	2	(5)
Accounts payable	76	11	(11)
Other liabilities	581	229	(116)
Net cash generated from (used in) operating activities from continuing operations	<u>3,227</u>	<u>(944)</u>	<u>(243)</u>
Cash flows from investing activities from continuing operations:			
Capital expenditures	(1,017)	(651)	(828)
Proceeds from disposal of property and equipment	3	9	7
Acquisition of intangible assets and other	(240)	(129)	(11)
Proceeds from loan receivable	—	50	—
Net cash used in investing activities from continuing operations	<u>(1,254)</u>	<u>(721)</u>	<u>(832)</u>
Cash flows from financing activities from continuing operations:			
Proceeds from exercise of stock options	4	—	19
Tax withholding on vesting of equity awards	(2)	(1)	—
Repurchase of common stock	(505)	—	—
Dividends paid	(305)	—	—
Proceeds from long-term debt	—	1,200	2,702
Repayments of long-term debt	(2,069)	(66)	(1,867)
Payments of financing costs	(32)	(11)	(38)
Unsettled forward contract for purchase of noncontrolling interest	(250)	—	—
Other	(29)	—	—
Make-whole premium on early extinguishment of debt	—	—	(131)
Transactions with discontinued operations	—	5,032	178
Net cash generated from (used in) financing activities from continuing operations	<u>(3,188)</u>	<u>6,154</u>	<u>863</u>
Cash flows from discontinued operations:			
Net cash generated from operating activities	—	149	258
Net cash generated from (used in) investing activities	—	4,883	(63)
Net cash provided to continuing operations and used in financing activities	—	(5,032)	(179)
Net cash generated from discontinued operations	—	—	16
Effect of exchange rate on cash, cash equivalents and restricted cash and cash equivalents	8	22	(16)
Increase (decrease) in cash, cash equivalents and restricted cash and cash equivalents	(1,207)	4,811	(212)
Cash, cash equivalents and restricted cash and cash equivalents at beginning of year	6,436	1,925	2,137
Cash, cash equivalents and restricted cash and cash equivalents at end of year	<u>5,229</u>	<u>6,436</u>	<u>1,925</u>
Less: cash and cash equivalents at end of period for discontinued operations	—	—	(55)
Cash, cash equivalents and restricted cash and cash equivalents at end of period for continuing operations	<u>\$ 5,229</u>	<u>\$ 6,436</u>	<u>\$ 1,870</u>

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

	Year Ended December 31,		
	2023	2022	2021
	(In millions)		
Supplemental disclosure of cash flow information:			
Cash payments for interest, net of amounts capitalized	\$ 746	\$ 614	\$ 591
Cash payments for taxes, net of refunds	\$ 176	\$ 649	\$ 86
Changes in construction payables	\$ (43)	\$ (38)	\$ (109)

The accompanying notes are an integral part of these consolidated financial statements.

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**LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Note 1 — Organization and Business of Company

Las Vegas Sands Corp. (“LVSC” or together with its subsidiaries, the “Company”) is incorporated in Nevada and its common stock is traded on the New York Stock Exchange under the symbol “LVS.”

The ordinary shares of the Company's subsidiary, Sands China Ltd. (“SCL,” the indirect owner and operator of the majority of the Company's operations in the Macao Special Administrative Region (“Macao”) of the People's Republic of China) are listed on The Main Board of The Stock Exchange of Hong Kong Limited. The shares were not, and will not be, registered under the Securities Act of 1933, as amended, and may not be offered or sold in the U.S. absent a registration under the Securities Act of 1933, as amended, or an applicable exception from such registration requirements.

Macao

From 2020 through the beginning of 2023, the Company's operations in Macao were negatively impacted by the reduction in travel and tourism related to the COVID-19 pandemic. The Macao government's policy regarding the management of COVID-19 and general travel restrictions was relaxed in late December 2022 and early January 2023. Since then, visitation to the Company's Macao Integrated Resorts and operations has improved.

The Macao government announced total visitation from mainland China to Macao increased approximately 273.1% and decreased approximately 31.8%, during the year ended December 31, 2023, as compared to the same period in 2022 and 2019 (pre-pandemic), respectively. The Macao government also announced gross gaming revenue increased approximately 333.8% and decreased approximately 37.4%, during the year ended December 31, 2023, as compared to 2022 and 2019, respectively.

Singapore

From 2020 through early 2022, the Company's operations in Singapore were negatively impacted by the reduction in travel and tourism related to the COVID-19 pandemic. However, the Vaccinated Travel Framework (“VTR”), launched in April 2022, facilitated the resumption of travel and had a positive impact on operations at Marina Bay Sands. During February 2023, all remaining COVID-19 border measures were lifted.

Visitation to Marina Bay Sands continues to improve since the travel restrictions have been lifted. The Singapore Tourism Board (“STB”) announced total visitation to Singapore increased from approximately 6.3 million in 2022 to 13.6 million for the year ended December 31, 2023, while visitation decreased 28.8% when compared to the same period in 2019.

Summary

The Company has a strong balance sheet and sufficient liquidity in place, including total unrestricted cash and cash equivalents of \$5.11 billion and access to \$1.50 billion, \$2.49 billion and \$446 million of available borrowing capacity from the LVSC Revolving Facility, 2018 SCL Revolving Facility and the 2012 Singapore Revolving Facility, respectively, as of December 31, 2023. The Company believes it is able to support continuing operations and complete its major construction projects that are underway.

Operations

The Company is a developer of destination properties (“Integrated Resorts”) that feature premium accommodations, world-class gaming, entertainment and retail malls, convention and exhibition facilities, celebrity chef restaurants and other amenities.

Macao

The Company currently owns 69.9% of SCL, which includes the operations of The Venetian Macao Resort Hotel (“The Venetian Macao”), The Londoner Macao, The Parisian Macao, The Plaza Macao and Four Seasons Hotel Macao, Cotai Strip (the “Four Seasons Macao”), Sands Macao and other ancillary operations that support these properties, as further discussed below. The Company operates the gaming areas within these properties pursuant to the 10-year concession agreement (the “Concession”), which expires on December 31, 2032.

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

The Venetian Macao anchors the Cotai Strip, the Company's master-planned development of Integrated Resorts on an area of approximately 140 acres in Macao. The Venetian Macao includes a 39-floor luxury hotel with 2,905 suites; approximately 503,000 square feet of gaming space and gaming support area; a 15,000-seat arena; an 1,800-seat theater; a mall with retail and dining space of approximately 948,000 square feet; and a convention center and meeting room complex of approximately 1.2 million square feet.

The Londoner Macao, our largest Integrated Resort on the Cotai Strip, is located across the street from The Venetian Macao, The Parisian Macao and The Plaza Macao and Four Seasons Macao. The Londoner Macao is the result of our renovation, expansion and rebranding of Sands Cotai Central, which included the addition of extensive thematic elements both externally and internally and was completed during 2022. The Londoner Macao presents a range of new attractions and features, including some of London's most recognizable landmarks, such as the Houses of Parliament and the Elizabeth Tower (commonly known as "Big Ben"), and interactive guest experiences. The Integrated Resort features four hotel towers. The first hotel tower consists of Londoner Court with 368 luxury suites and 400 rooms and suites under the St. Regis brand. The second hotel tower consists of 659 five-star rooms and suites under the Conrad brand and The Londoner Macao Hotel with 594 London-themed suites, including 14 exclusive Suites by David Beckham. The third hotel tower consists of 1,842 rooms and suites under the Sheraton brand. The fourth hotel tower consists of 2,126 rooms and suites under the Sheraton brand. Within The Londoner Macao, the Company also owns and currently operates approximately 400,000 square feet of gaming space and gaming support area; approximately 369,000 square feet of meeting space and approximately 612,000 square feet of retail space; a 6,000-seat arena; and a 1,701-seat theater, as well as entertainment and dining facilities.

The Parisian Macao is an Integrated Resort connected to The Venetian Macao and The Plaza Macao and Four Seasons Macao, which includes approximately 272,000 square feet of gaming space and gaming support area. The Parisian Macao also features 2,541 rooms and suites; approximately 296,000 square feet of retail and dining space; a meeting room complex of approximately 63,000 square feet; and a 1,200-seat theater.

The Plaza Macao and Four Seasons Macao features 360 rooms and suites managed and operated by FS Macao Lda, and is located adjacent and connected to The Venetian Macao. Within the Integrated Resort, the Plaza Casino features approximately 108,000 square feet of gaming space and gaming support area; 19 Palza mansions; retail space of approximately 249,000 square feet, which is connected to the mall at The Venetian Macao; several food and beverage offerings; and conference, banquet and other facilities. The Grand Suites at Four Seasons features 289 luxury suites.

The Sands Macao, the first Las Vegas-style casino in Macao, offers approximately 176,000 square feet of gaming space and gaming support area and a 289-suite hotel tower, as well as several restaurants, VIP facilities, a theater and other high-end services and amenities.

Singapore

The Company owns and operates the Marina Bay Sands in Singapore, which opened with approximately 2,600 rooms and suites located in three 55-story hotel towers. The Company is currently undertaking extensive renovation work, which is expected to greatly enhance the positioning of the Company's suite product (see "Development Projects" for further information). Marina Bay Sands also features the Sands SkyPark (which sits atop the hotel towers and features an infinity swimming pool and several dining options), approximately 162,000 square feet of gaming space, an enclosed retail, dining and entertainment complex of approximately 800,000 net leasable square feet, a convention center and meeting room complex of approximately 1.2 million square feet, a theater and a landmark iconic structure at the bay-front promenade that contains an art/science museum. The Company announced an expansion project at Marina Bay Sands, as further described below.

Development Projects

The Company regularly evaluates opportunities to improve its product offerings, such as refreshing its meeting and convention facilities, suites and rooms, retail malls, restaurant and nightlife mix and its gaming areas, as well as other anticipated revenue generating additions to the Company's Integrated Resorts.

Macao

As part of the Concession entered into by Venetian Macau Limited ("VML," a subsidiary of Sands China Ltd.) and the Macao government, VML has a financial commitment to spend 30.24 billion patacas (approximately

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

\$3.76 billion at exchange rates in effect on December 31, 2023) through 2032 on both capital and operating projects, including 27.80 billion patacas (approximately \$3.45 billion at exchange rates in effect on December 31, 2023) in non-gaming projects that will also appeal to international visitors. Pursuant to the concession agreement, as Macao's annual gross gaming revenue exceeded 180 billion patacas (approximately \$22.36 billion at exchange rates in effect on December 31, 2023) for the year ended December 31, 2023, the Company is required to invest, or cause to be invested, an additional 5.56 billion patacas (approximately \$691 million at exchange rates in effect on December 31, 2023) in non-gaming investment projects by December 2032. As part of the investment, and subject to the approval of the Macao government, VML will dedicate resources to several key areas including:

- **MICE Facility Expansion.** The Company plans to expand its convention sector capabilities by constructing a state-of-the-art MICE facility. This new venue, encompassing roughly 18,000 square meters, will adjoin the Company's existing Venetian Macao exhibition center (the "Cotai Expo"). The Company's goal is to broaden its capacity for large-scale international events, which will be supported by enhanced organization and marketing strategies aimed at making Macao a preferred locale for global corporations' major gatherings.
- **Tropical Garden Redevelopment.** Le Jardin, located on the southern flank of The Londoner Macao, is to undergo a transformation into a distinctive garden-themed attraction spanning approximately 50,000 square meters. Featuring an iconic conservatory and an array of themed green spaces, this development is intended to become a celebrated Macao landmark that offers a compelling, year-round experience for both tourists and local residents.
- **Entertainment.** The Company's investment plan includes a broadening of the Company's entertainment and sporting event portfolio, which will include substantial upgrades to the Cotai Arena.

The Company has commenced work on Phase II of the Londoner Macao, which includes the renovation of the rooms in the Sheraton and Conrad hotel towers, an upgrade of the gaming areas and the addition of new attractions, dining, retail and entertainment offerings. These projects have a total estimated cost of \$1.2 billion and are expected to be substantially completed in early 2025.

Singapore

In April 2019, the Company's wholly owned subsidiary, Marina Bay Sands Pte. Ltd. ("MBS") and the STB entered into a development agreement (the "Second Development Agreement") pursuant to which MBS has agreed to construct a development, which will include a hotel tower with luxury rooms and suites, a rooftop attraction, convention and meeting facilities and a state-of-the-art live entertainment arena with approximately 15,000 seats (the "MBS Expansion Project").

The Second Development Agreement provides for a total minimum project cost of approximately 4.5 billion Singapore dollars ("SGD," approximately \$3.4 billion at exchange rates in effect on December 31, 2023). The estimated cost and timing of the total project will be updated as the Company completes design and begins construction. The Company expects the total project cost will materially exceed the amounts referenced above from April 2019 based on current market conditions due to inflation, higher material and labor costs and other factors. The Company has incurred approximately \$1.09 billion as of December 31, 2023, inclusive of the payment made in 2019 for the lease of the parcels of land underlying the MBS development project site.

On March 22, 2023, MBS and the STB entered into a supplemental agreement (the "Supplemental Agreement"), which further extended the construction commencement date to April 8, 2024 and the construction completion date to April 8, 2028, and allowed for changes to the construction and operation plans under the Second Development Agreement.

The Company amended its 2012 Singapore Credit Facility to provide for the financing of the development and construction costs, fees and other expenses related to the MBS Expansion Project pursuant to the Second Development Agreement. On September 7, 2021, the Company amended the 2012 Singapore Credit Facility, which, among other things, extended the deadline for delivering the construction cost estimate and the construction schedule for the MBS Expansion Project to March 31, 2022. As noted above, the Company is in the process of completing the design and reviewing the budget and timing of the MBS expansion due to various factors. As a result, the construction cost estimate and construction schedule were not delivered to the lenders by the extended

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

deadline, and the Company will not be permitted to make further draws on the Singapore Delayed Draw Term Facility until these items are delivered. The Company does not anticipate material spend related to the MBS Expansion Project prior to the delivery of these items to lenders.

The Company is nearing completion of the renovation of Towers 1 and 2 of Marina Bay Sands. This renovation has introduced world class suites and other luxury amenities at a cost estimated at approximately \$1.0 billion upon completion. The Company also announced the next phase with the renovation of the Tower 3 hotel rooms into world class suites and other property changes at an estimated cost of approximately \$750 million with an expected completion by 2025. These renovations at Marina Bay Sands are substantially upgrading the overall guest experience for its premium customers, including new dining and retail experiences, and upgrading the casino floor, among other things. These projects are in addition to the previously announced plans for the MBS Expansion Project.

New York

On June 2, 2023, the Company acquired the Nassau Coliseum from Nassau Live Center, LLC and related entities, which included the right to lease the underlying land from the County of Nassau in the State of New York (the "Nassau Coliseum Transaction"). The Company purchased the Nassau Coliseum with the intent to obtain a casino license from the State of New York to develop and operate an Integrated Resort. There is no assurance the Company will be able to obtain such casino license.

Other

The Company continues to evaluate current development projects in each of its markets and pursue new development opportunities globally.

Note 2 — Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its wholly owned and majority-owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires the Company to make estimates and judgments that affect the reported amounts of assets and liabilities, revenues and expenses, and related disclosures of contingent assets and liabilities. Estimates are used for, but not limited to, income taxes, useful lives and impairment of property and equipment, valuation of acquired intangibles and goodwill, inventory valuation, collectability of receivables, and operating leases. These estimates and judgments are based on historical information, information currently available to the Company and on various other assumptions the Company believes to be reasonable under the circumstances. Actual results could vary from those estimates.

Cash and Cash Equivalents and Restricted Cash and Cash Equivalents

Cash and cash equivalents consist of cash and short-term investments with original maturities of three months or less. Such investments are carried at cost, which is a reasonable estimate of their fair value. Cash equivalents are placed with high credit quality financial institutions and include cash deposits, cash held in money market funds and U.S. Treasury Bills. Treasury Bills are held-to-maturity. Cash is considered restricted when withdrawal or general use is legally restricted. The Company determines current or noncurrent classification based on the expected duration of the restriction. The Company's restricted cash and cash equivalents includes amounts held in a separate cash deposit account as collateral for a bank guarantee and other amounts contractually reserved for various items. The estimated fair value of the Company's cash equivalents is based on level 1 inputs (quoted market prices in active markets).

Financial instruments that potentially subject the Company to concentrations of credit risk are primarily cash, cash equivalents and marketable securities. The Company maintains its cash and cash equivalent balances in the form of business checking accounts, money market accounts, cash deposits and U.S. Treasury Bills, the balances of

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

which, at times, may exceed insured limits. The Company seeks to reduce exposure to cash and cash equivalents credit risk by placing such deposits with major financial institutions and monitoring their credit ratings.

Accounts Receivable and Credit Risk

Accounts receivable is comprised of casino, hotel, mall and other receivables, which do not bear interest and are recorded at amortized cost. The Company extends credit to approved casino patrons following background checks and investigations of creditworthiness. Business or economic conditions, the legal enforceability of gaming debts, foreign currency control measures or other significant events in foreign countries could affect the collectability of receivables from patrons residing in these countries.

Accounts receivable primarily consists of casino receivables. Other than casino receivables, there is no other concentration of credit risk with respect to accounts receivable. The Company believes the concentration of its credit risk in casino receivables is mitigated substantially by its credit evaluation process, credit policies, credit control and collection procedures, and also believes there are no concentrations of credit risk for which a provision has not been established. Although management believes the provision is adequate, it is possible the estimated amount of cash collections with respect to accounts receivable could change.

Inventories

Inventories consist primarily of food, beverage, retail products and operating supplies, which are stated at the lower of cost or net realizable value. Cost is determined by the weighted average and specific identification methods.

Loan Receivable

Loan receivables are carried at the outstanding principal amount. A provision for credit loss on loan receivables is established when, based on current information and events, it is probable that the Company will be unable to collect all amounts due according to the contractual terms of the loan agreement. The Company determines this by considering several factors, including the credit risk and current financial condition of the borrower, the borrower's ability to pay current obligations, historical trends, and economic and market conditions. The Company performs a credit quality assessment on the loan receivable on a quarterly basis and reviews the need for an allowance under Financial Accounting Standards Board ("FASB") Accounting Standards Update No. 2016-13. The Company evaluates the extent and impact of any credit deterioration that could affect the performance and the value of the secured property, as well as the financial and operating capability of the borrower. The Company also evaluates and considers the overall economic environment, casino and hospitality industry and geographic sub-market in which the secured property is located.

Interest income is recorded on an accrual basis at the stated interest rate and is recorded in "Interest income" in the accompanying consolidated statements of operations.

Property and Equipment

Property and equipment are stated at cost, net of accumulated depreciation and amortization, and accumulated impairment losses, if any. Depreciation and amortization are provided on a straight-line basis over the estimated useful lives of the assets, which do not exceed the lease term for leasehold improvements, as follows:

Land improvements, building and building improvements	10 to 50 years
Furniture, fixtures and equipment	3 to 20 years
Leasehold improvements	3 to 15 years
Transportation	5 to 20 years

The estimated useful lives are based on the nature of the assets as well as current operating strategy and legal considerations, such as contractual life, and are periodically reviewed. Future events, such as property expansions, property developments, new competition or new regulations, could result in a change in the manner in which the Company uses certain assets requiring a change in the estimated useful lives of such assets.

Maintenance and repairs that neither materially add to the value of the asset nor appreciably prolong its life are charged to expense as incurred. Gains or losses on disposition of property and equipment are included in the consolidated statements of operations.

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

The Company evaluates its property and equipment and other long-lived assets for impairment in accordance with related accounting standards. For assets to be disposed of, the Company recognizes the asset to be sold at the lower of carrying value or fair value less costs of disposal. Fair value for assets to be disposed of is estimated based on comparable asset sales, solicited offers or a discounted cash flow model.

Fixed assets are reviewed for impairment whenever indicators of impairment exist. Determining the recoverability of the Company's asset groups is judgmental in nature and requires the use of significant estimates and assumptions, including estimated cash flows, probability weighting of potential scenarios, costs to complete construction for assets under development, growth rates and future market conditions, among others. Future changes to the Company's estimates and assumptions based upon changes in macro-economic factors, regulatory environments, operating results or management's intentions may result in future changes to the recoverability of these asset groups.

Gaming Assets under the Macao Concession

As the Company will continue to operate the Gaming Assets, as defined in "Note 7 — Property and Equipment, Net," in the same manner as under the previous subconcession, obtain substantially all of the economic benefits and bear all of the risks arising from the use of these assets, as well as assuming VML will be successful in being awarded a new concession upon expiry of the current concession, the Company will continue to recognize these Gaming Assets as property and equipment over their remaining estimated useful lives.

Leasehold Interests in Land

Leasehold interests in land represent payments for the use of land over an extended period of time. The leasehold interests in land are amortized on a straight-line basis over the expected term of the related lease agreements.

Goodwill

Goodwill represents the excess of the purchase price in a business combination over the fair value of the tangible and intangible assets acquired and the liabilities assumed. Goodwill is not amortized, but rather is subject to an annual impairment test. The Company tests goodwill for impairment annually, or more frequently if events or changes in circumstances indicate that this asset may be impaired. The Company's test of goodwill impairment starts with a qualitative assessment to determine whether it is necessary to perform a quantitative goodwill impairment test. If qualitative factors indicate that the fair value of the reporting unit is more likely than not less than its carrying amount, then a quantitative goodwill impairment test is performed. For the quantitative analysis, the Company compares the fair value of its reporting unit to its carrying value. If the estimated fair value exceeds its carrying amount, goodwill is considered not to be impaired and no additional steps are necessary. However, if the fair value of the reporting unit is less than its carrying amount, a goodwill impairment is recorded equal to the difference between the carrying amount of the reporting unit and its fair value, not to exceed the carrying amount of goodwill.

Intangible Assets other than Goodwill

The Company's intangible assets other than goodwill consist primarily of finite-lived intangible assets, including its Macao gaming concession and Singapore gaming license. Finite-lived intangible assets are amortized over the shorter of their contractual terms or estimated useful lives.

Leases

Management determines if a contract is, or contains, a lease at inception or modification of a contract. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period in exchange for consideration. Control over the use of the identified asset means the lessee has both (a) the right to obtain substantially all of the economic benefits from the use of the asset and (b) the right to direct the use of the asset.

Finance and operating lease right-of-use ("ROU") assets and liabilities are recognized based on the present value of future minimum lease payments over the expected lease term at commencement date. As the implicit rate is not determinable in most of the Company's leases, management uses the Company's incremental borrowing rate based on the information available at commencement date in determining the present value of future payments. The

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
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expected lease terms include options to extend or terminate the lease when it is reasonably certain the Company will exercise such option. Lease expense for minimum lease payments is recognized on a straight-line basis over the expected lease term.

The Company's lease arrangements have lease and non-lease components. For leases in which the Company is the lessee, the Company accounts for the lease components and non-lease components as a single lease component for all classes of underlying assets (primarily real estate). Leases in which the Company is the lessor are substantially all accounted for as operating leases and the lease components and non-lease components are accounted for separately. Leases with an expected term of 12 months or less are not accounted for on the balance sheet and the related lease expense is recognized on a straight-line basis over the expected lease term.

Capitalized Interest and Internal Costs

Interest costs associated with major construction projects are capitalized and included in the cost of the projects. When no debt is incurred specifically for construction projects, interest is capitalized on amounts expended using the weighted average cost of the Company's outstanding borrowings. Capitalization of interest ceases when the project is substantially complete or construction activity is suspended for more than a brief period. During the years ended December 31, 2023, 2022 and 2021, the Company capitalized \$7 million, \$4 million and \$15 million, respectively, of interest expense.

During the years ended December 31, 2023, 2022 and 2021, the Company capitalized approximately \$53 million, \$42 million and \$49 million, respectively, of internal costs, consisting primarily of compensation expense for individuals directly involved with the development and construction of property and digital gaming software.

Deferred Financing Costs and Original Issue Discounts

Certain direct and incremental costs and discounts incurred in obtaining loans are capitalized and amortized to interest expense based on the terms of the related debt instruments using the effective interest method.

Revenue Recognition

Revenue from contracts with customers primarily consists of casino wagers, room sales, food and beverage transactions, rental income from the Company's mall tenants, convention sales and entertainment and ferry ticket sales. These contracts can be written, oral or implied by customary business practices.

Gross casino revenue is the aggregate of gaming wins and losses. The commissions rebated to gaming promoters and premium players for rolling play, cash discounts and other cash incentives to patrons related to gaming play are recorded as a reduction to gross casino revenue. Gaming contracts include a performance obligation to honor the patron's wager and typically include a performance obligation to provide a product or service to the patron on a complimentary basis to incentivize gaming or in exchange for points earned under the Company's loyalty programs.

For wagering contracts that include complimentary products and services provided by the Company to incentivize gaming, the Company allocates the relative stand-alone selling price of each product and service to the respective revenue type. Complimentary products or services provided under the Company's control and discretion, which are supplied by third parties, are recorded as an operating expense.

For wagering contracts that include products and services provided to a patron in exchange for points earned under the Company's loyalty programs, the Company allocates the estimated fair value of the points earned to the loyalty program liability. The loyalty program liability is a deferral of revenue until redemption occurs. Upon redemption of loyalty program points for Company-owned products and services, the stand-alone selling price of each product or service is allocated to the respective revenue type. For redemptions of points with third parties, the redemption amount is deducted from the loyalty program liability and paid directly to the third party. Any discounts received by the Company from the third party in connection with this transaction are recorded to other revenue.

After allocation to the other revenue types for products and services provided to patrons as part of a wagering contract, the residual amount is recorded to casino revenue as soon as the wager is settled. As all wagers have similar characteristics, the Company accounts for its gaming contracts collectively on a portfolio basis versus an individual basis.

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Hotel revenue recognition criteria are met at the time of occupancy. Food and beverage revenue recognition criteria are met at the time of service. Convention revenues are recognized when the related service is rendered or the event is held. Deposits for future hotel occupancy, convention space or food and beverage services contracts are recorded as deferred revenue until the revenue recognition criteria are met. Cancellation fees for convention contracts are recognized upon cancellation by the customer and are included in other revenues. Ferry and entertainment revenue recognition criteria are met at the completion of the ferry trip or event, respectively. Revenue from contracts with a combination of these services is allocated pro rata based on each service's relative stand-alone selling price.

Revenue from leases is primarily recorded to mall revenue and is generated from base rents and overage rents received through long-term leases with retail tenants. Base rent, adjusted for contractual escalations, is recognized on a straight-line basis over the term of the related lease. Overage rent is paid by a tenant when its sales exceed an agreed upon minimum amount and is not recognized by the Company until the threshold is met.

Contract and Contract Related Liabilities

The Company provides numerous products and services to its customers. There is often a timing difference between the cash payment by the customers and recognition of revenue for each of the associated performance obligations. The Company has the following main types of liabilities associated with contracts with customers: (1) outstanding chip liability, (2) loyalty program liability and (3) customer deposits and other deferred revenue for gaming and non-gaming products and services yet to be provided.

The outstanding chip liability represents the collective amounts owed to gaming promoters and patrons in exchange for gaming chips in their possession. Outstanding chips are expected to be recognized as revenue or redeemed for cash within one year of being purchased. The loyalty program liability represents a deferral of revenue until patron redemption of points earned. The loyalty program points are expected to be redeemed and recognized as revenue within one year of being earned. Customer deposits and other deferred revenue represent cash deposits made by customers for future services provided by the Company. With the exception of mall deposits, which typically extend beyond a year based on the terms of the lease, the majority of these customer deposits and other deferred revenue are expected to be recognized as revenue or refunded to the customer within one year of the date the deposit was recorded.

The following table summarizes the liability activity related to contracts with customers:

	Outstanding Chip Liability		Loyalty Program Liability		Customer Deposits and Other Deferred Revenue ⁽¹⁾	
	2023	2022	2023	2022	2023	2022
	(In millions)					
Balance at January 1	\$ 81	\$ 74	\$ 72	\$ 61	\$ 614	\$ 618
Balance at December 31	135	81	45	72	690	614
Increase (decrease)	\$ 54	\$ 7	\$ (27)	\$ 11	\$ 76	\$ (4)

(1) Of this amount, \$167 million, \$149 million and \$145 million as of December 31, 2023 and 2022 and January 1, 2022, respectively, relates to mall deposits that are accounted for based on lease terms usually greater than one year.

Gaming Taxes

The Company is subject to taxes based on gross gaming revenue in the jurisdictions in which it operates, subject to applicable jurisdictional adjustments. These gaming taxes, including the goods and services tax in Singapore, are an assessment on the Company's gaming revenue and are recorded as casino expense in the accompanying consolidated statements of operations. These taxes were \$3.06 billion, \$935 million and \$1.22 billion for the years ended December 31, 2023, 2022 and 2021, respectively.

Pre-Opening and Development Expenses

The Company accounts for costs incurred in the development and pre-opening phases of new ventures in accordance with accounting standards regarding start-up activities. Pre-opening expenses represent personnel and other costs incurred prior to the opening of new ventures and are expensed as incurred. Development expenses

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

include the costs associated with the Company's evaluation and pursuit of new business opportunities, which are also expensed as incurred.

Advertising Costs

Costs for advertising are expensed the first time the advertising takes place or as incurred. Advertising costs included in the accompanying consolidated statements of operations were \$47 million, \$29 million and \$31 million for the years ended December 31, 2023, 2022 and 2021, respectively.

Corporate Expenses

Corporate expense represents payroll, travel, legal fees, professional fees and various other expenses not allocated or directly related to the Company's Integrated Resort operations and related ancillary operations.

Foreign Currency

The functional currency of most of our foreign subsidiaries is the local currency in which the subsidiary operates. Balance sheet accounts are translated at the exchange rate in effect at each balance sheet date and income statement accounts are translated at the average exchange rates during the year. Translation adjustments resulting from this process are recorded to other comprehensive income (loss).

Gains or losses from foreign currency remeasurements that arise from exchange rate fluctuations on transactions denominated in a currency other than the functional currency are included in "Other income (expense)."

Earnings (Loss) Per Share

The weighted average number of common and common equivalent shares used in the calculation of basic and diluted earnings (loss) per share consisted of the following:

	Year Ended December 31,		
	2023	2022	2021
	(In millions)		
Weighted average common shares outstanding (used in the calculation of basic earnings (loss) per share)	763	764	764
Potential dilution from stock options and restricted stock and stock units	2	—	—
Weighted average common and common equivalent shares (used in the calculation of diluted earnings (loss) per share)	765	764	764
Antidilutive stock options excluded from the calculation of diluted earnings (loss) per share	6	15	9

Stock-Based Compensation

Stock-based compensation cost is measured at the grant date, based on the calculated fair value of the award, and is recognized over the employee's requisite service period (generally the vesting period of the equity grant). The Company's stock-based compensation plans are more fully discussed in "Note 18 — Stock-Based Compensation."

Income Taxes

The Company is subject to income taxes in the U.S. (including federal and state) and numerous foreign jurisdictions in which it operates. The Company records income taxes under the asset and liability method, whereby deferred tax assets and liabilities are recognized based on the future tax consequences attributable to temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases, and attributable to operating loss and tax credit carryforwards.

Accounting standards regarding income taxes require a reduction of the carrying amounts of deferred tax assets by a valuation allowance, if based on the available evidence, it is "more-likely-than-not" such assets will not be realized. Accordingly, the need to establish valuation allowances for deferred tax assets is assessed at each reporting period based on a "more-likely-than-not" realization threshold. This assessment considers, among other matters, the nature, frequency and severity of current and cumulative losses, forecasts of future profitability, the duration of

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
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statutory carryforward periods, the Company's experience with operating loss and tax credit carryforwards not expiring and tax planning strategies.

Management will reassess the realization of deferred tax assets each reporting period and consider the scheduled reversal of deferred tax liabilities, sources of taxable income and tax planning strategies. To the extent the financial results of these operations improve and it becomes "more-likely-than-not" the deferred tax assets are realizable, the Company will be able to reduce the valuation allowance in the period such determination is made as appropriate.

Significant judgment is required in evaluating the Company's tax positions and determining its provision for income taxes. During the ordinary course of business, there are many transactions for which the ultimate tax determination is uncertain. The Company considers many factors when evaluating and estimating its tax positions and tax benefits, which may require periodic adjustments and for which actual outcomes may be different.

Fair Value Measurements

Under applicable accounting guidance, fair value is defined as the exit price, or the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. Applicable accounting guidance also establishes a valuation hierarchy for inputs in measuring fair value that maximizes the use of observable inputs (inputs market participants would use based on market data obtained from sources independent of the Company) and minimizes the use of unobservable inputs (inputs that reflect the Company's assumptions based upon the best information available in the circumstances) by requiring the most observable inputs be used when available. Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities, Level 2 inputs are quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, and inputs (other than quoted prices) that are observable for the assets or liabilities, either directly or indirectly. Level 3 inputs are unobservable inputs for the assets or liabilities. Categorization within the hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

Accounting for Derivative Instruments and Hedging Activities

Accounting standards require an entity to recognize all derivatives as either assets or liabilities in the balance sheet and measure those instruments at fair value. If specific conditions are met, a derivative may be designated as a hedge of specific financial exposures. The accounting for changes in fair value of a derivative depends on the intended use of the derivative and, if used in hedging activities, on its effectiveness as a hedge. In order to qualify for hedge accounting, the underlying hedged item must expose the Company to risks associated with market fluctuations and the financial instrument used must be designated as a hedge and must reduce the Company's exposure to market fluctuation throughout the hedge period.

Changes in market rates and prices, such as interest rates, foreign currency exchange rates and commodity prices, can impact the Company's results of operations. The Company's primary exposures to market risk are interest rate risk associated with long-term debt and foreign currency exchange rate risk associated with the Company's operations outside the United States. The Company has a policy aimed at managing interest rate risk associated with its current and anticipated future borrowings and foreign currency exchange rate risk associated with operations of its foreign subsidiaries. This policy enables the Company to use any combination of swaps, futures, options, caps, forward contracts and similar instruments. The Company does not hold or issue financial instruments for trading purposes and does not enter into derivative transactions that would be considered speculative positions.

Recent Accounting Pronouncements

The Company's management has evaluated all of the recently issued, but not yet effective, accounting standards that have been issued or proposed by the FASB or other standards-setting bodies through the filing date of these financial statements and does not believe the future adoption of any such pronouncements will have a material effect on the Company's financial position, results of operations and cash flows.

Note 3 — Discontinued Operations

On February 23, 2022, the Company completed the sale of its Las Vegas real property and operations, including The Venetian Resort Las Vegas and the Sands Expo and Convention Center (the “Las Vegas Operations”), (the “Closing”), to VICI Properties L.P. (“PropCo”) and Pioneer OpCo, LLC (“OpCo”) for an aggregate purchase price of approximately \$6.25 billion (the “Las Vegas Sale”). Under the terms of the agreements related to the Las Vegas Sale, OpCo acquired subsidiaries that hold the operating assets and liabilities of the Las Vegas Operations for approximately \$1.05 billion in cash, subject to certain post-closing adjustments, and \$1.20 billion in seller financing in the form of a six-year term loan credit and security agreement (the “Seller Financing Loan Agreement”) and PropCo acquired subsidiaries that hold the real estate and real estate-related assets of the Las Vegas Operations for approximately \$4.0 billion in cash.

Upon the Closing, the Company received approximately \$5.05 billion in cash proceeds, before transaction costs and working capital adjustments of \$77 million, and recognized a gain on disposal of \$3.60 billion, before income tax expense of \$750 million, during the year ended December 31, 2022.

As there is no continuing involvement between the Company and the Las Vegas Operations, the Company accounted for the transaction as a sale of a business. The Company concluded the Las Vegas Operations met the criteria for held for sale and discontinued operations beginning in the first quarter of 2021. As a result, the Las Vegas Operations is presented in the accompanying consolidated statements of operations and cash flows as a discontinued operation for all periods presented. The Company reported the operating results and cash flows related to the Las Vegas Operations through February 22, 2022.

Unless otherwise noted, amounts and disclosures throughout these Notes to Consolidated Financial Statements relate to the Company's continuing operations.

Contingent Lease Support Agreement

On February 23, 2022, in connection with the Closing, the Company and OpCo entered into a post-closing contingent lease support agreement (the “Contingent Lease Support Agreement”) pursuant to which, among other things, the Company may be required to make certain payments (“Support Payments”) to OpCo.

The Support Payments were payable on a monthly basis following the Closing through the year ended December 31, 2023, based upon the performance of the Las Vegas Operations relative to certain agreed upon target metrics and subject to quarterly and annual adjustments. On January 31, 2023, the Company received notice from OpCo that the Contingent Lease Support Agreement had terminated pursuant to its terms and that neither party would have any further liability or obligation thereunder. No Support Payments were made for the period post-Closing through the termination of the Contingent Lease Support Agreement.

Seller Financing Loan Agreement

At the Closing, the Company, as lender, OpCo, as borrower, the parent company of OpCo (“Holdings”) and certain subsidiaries of OpCo, as guarantors party thereto (collectively, and with Holdings, the “Guarantors” and, together with OpCo in its capacity as borrower, the “Loan Parties”), entered into the Seller Financing Loan Agreement. Refer to “Note 4 — Loan Receivable” for further information.

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

Las Vegas Operations

The following table represents summarized income statement information of discontinued operations:

	Year Ended December 31,	
	2022 ⁽¹⁾	2021
Revenues:		
Casino	\$ 61	\$ 443
Rooms	78	454
Food and beverage	43	236
Convention, retail and other	46	138
Net revenues	228	1,271
Resort operations expenses	107	626
Provision for credit losses	3	13
General and administrative	55	342
Depreciation and amortization	—	25
Loss on disposal or impairment of assets	—	6
Operating income	63	259
Interest expense	(2)	(13)
Other income (expense)	(3)	1
Income from operations of discontinued operations	58	247
Gain on disposal of discontinued operations	3,611	—
Adjustment to gain on disposal of discontinued operations ⁽²⁾	(9)	—
Income from discontinued operations, before income tax	3,660	247
Income tax expense	(762)	(54)
Net income from discontinued operations presented in the statement of operations	\$ 2,898	\$ 193
Adjusted Property EBITDA	\$ 63	\$ 290

(1) Includes the Las Vegas Operations financial results for the period from January 1, 2022 through February 22, 2022.

(2) Primarily relates to the finalization of the working capital adjustment pursuant to the terms of the related agreements.

For the 53-day period ended February 22, 2022 and for the year ended December 31, 2021, the Company's Las Vegas Operations were classified as a discontinued operation held for sale. The Company applied the intraperiod tax allocation rules to allocate the provision for income taxes between continuing operations and discontinued operations using the "with and without" approach. The Company calculated income tax expense from all financial statement components (continuing and discontinued operations), the "with" computation, and compared that to the income tax expense attributable to continuing operations, the "without" computation. The difference between the "with" and "without" computations was allocated to discontinued operations.

The Company's effective income tax rate from discontinued operations was 20.8% for the year ended December 31, 2022. This compares to a 21.9% effective income tax rate from discontinued operations for the year ended December 31, 2021, which reflects the application of the "with and without" approach consistent with intraperiod tax allocation rules. The income tax on discontinued operations reflects a 21% corporate income tax rate on the Company's Las Vegas Operations. The cash income tax expense as if the discontinued operations was a standalone enterprise and a separate taxpayer was \$804 million. The Company filed a U.S. consolidated income tax return inclusive of the discontinued operations, which allowed the income from discontinued operations to utilize net operating loss carryforwards and operating losses from continuing operations, U.S. foreign tax credits and charitable contribution carryforwards. During 2022, the Company made U.S. cash tax payments inclusive of the gain on sale of the Las Vegas Operations totaling \$612 million.

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Note 4 — Loan Receivable

Seller Financing Loan Agreement

On February 23, 2022, in conjunction with the Closing, the Company and the Loan Parties entered into the Seller Financing Loan Agreement. The Seller Financing Loan Agreement provides for a six-year senior secured term loan facility in an aggregate principal amount of \$1.20 billion (the "Seller Loan") at the date of the Closing. The Seller Loan is guaranteed by the Guarantors and secured by a first-priority lien on substantially all of the Loan Parties' assets (subject to customary exceptions and limitations), including a leasehold mortgage from OpCo over certain real estate that was sold to PropCo at the Closing and leased by OpCo.

The Seller Loan will bear interest at a rate equal to 1.50% per annum for the calendar years ending December 31, 2022 and 2023, and 4.25% per annum for each calendar year thereafter, subject to an increase of 1.00% per annum for any interest OpCo elects to pay by increasing the principal amount of the Seller Loan prior to January 1, 2024, and an increase of 1.50% per annum for any such election during the calendar year ending December 31, 2024. Any interest to be paid after December 31, 2024, will be paid in cash.

The Seller Financing Loan Agreement contains certain customary representations and warranties and covenants, subject to customary exceptions and thresholds. The Seller Financing Loan Agreement's negative covenants restrict the ability of the Loan Parties and their subsidiaries to, among other things, (i) incur debt, (ii) create certain liens on their assets, (iii) dispose of their assets, (iv) make investments or restricted payments, including dividends, (v) merge, liquidate, dissolve, change their business or consolidate with other entities and (vi) enter into affiliate transactions.

The Seller Financing Loan Agreement also contains customary events of default, including payment defaults, cross defaults to material debt, bankruptcy and insolvency, breaches of covenants and inaccuracy of representations and warranties, subject to customary grace periods. Upon an event of default, the Company may declare any then-outstanding amounts due and payable and exercise other customary remedies available to a secured lender.

Based on the Company's assessment of the credit quality of the loan receivable, the Company believes it will collect all contractual amounts due under the loan. Accordingly, no provision for credit losses on the loan receivable was established as of December 31, 2023.

Interest income is recorded on an accrual basis at the stated interest rate and is recorded in "Interest income" in the accompanying consolidated statements of operations. Interest income recognized on the loan was \$29 million and \$21 million during the years ended December 31, 2023 and 2022, respectively, and OpCo elected payment-in-kind for a portion of this interest, thereby increasing the principal amount by \$29 million and \$15 million for the years ended December 31, 2023 and 2022, respectively.

During the year ended December 31, 2023, PropCo made no principal payment toward the Seller Financing Loan Agreement and during year ended December 31, 2022, paid a principal amount of \$50 million.

Note 5 — Restricted Cash and Cash Equivalents

The Company's restricted cash and cash equivalents includes amounts held in a separate cash deposit account as collateral for a bank guarantee, as further described below.

On December 7, 2022, as required by the Macao concession, VML provided a bank guarantee in favor of the Macao government of 1.0 billion patacas (approximately \$125 million at exchange rates as defined in the bank guarantee contract) to secure the fulfillment of VML's performance of the statutory and contractual obligations under the concession contract. As stipulated in the bank guarantee contract, a minimum amount of 1.0 billion patacas, or \$125 million, is required to be held within a cash deposit account as collateral in order to secure the bank guarantee. Any amount in excess of the minimum amount can be withdrawn from the cash deposits. The bank guarantee will remain in effect until 180 days after the end of the term of the concession or the rescission of the concession and was classified as nonrecurrent restricted cash in the accompanying consolidated balance sheets.

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Note 6 — Accounts Receivable, Net

Accounts receivable consists of the following:

	December 31,	
	2023	2022
	(In millions)	
Casino	\$ 483	\$ 341
Rooms	33	34
Mall	126	64
Other	43	45
	685	484
Less — provision for credit losses	(201)	(217)
	\$ 484	\$ 267

The following table shows the movement in the provision for credit losses recognized for accounts receivable that occurred during the period:

	December 31,	
	2023	2022
	(In millions)	
Balance at January 1	\$ 217	\$ 232
Current period provision for credit losses	4	15
Writ-offs	(21)	(31)
Exchange rate impact	1	1
Balance at December 31	\$ 201	\$ 217

Note 7 — Property and Equipment, Net

Property and equipment consists of the following:

	December 31,	
	2023	2022
	(In millions)	
Land and improvements	\$ 593	\$ 450
Building and improvements	16,211	15,494
Furniture, fixtures, equipment and leasehold improvements	4,847	4,155
Transportation	504	482
Construction in progress	491	1,123
	22,646	21,704
Less — accumulated depreciation and amortization	(11,207)	(10,253)
	\$ 11,439	\$ 11,451

With the expiry of VML's subconcession on December 31, 2022, all of the casinos, gaming areas and respective supporting areas located in Sands Macao, The Venetian Macao, The Plaza Macao and Four Seasons Macao, The Londoner Macao and The Parisian Macao, with a total area of approximately 136,000 square meters (representing approximately 4.7% of the total property area of these entities) and gaming equipment (collectively referred to as the "Gaming Assets"), reverted to, and are now owned by the Macao government. Effective as of January 1, 2023, the Gaming Assets use has been temporarily transferred to VML by the Macao government for the duration of the Concession, in return for annual payments for the right to operate the Gaming Assets pursuant to the Handover Record (as defined below).

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The Gaming Assets that reverted to the Macao government on December 31, 2022, and included in the above table, consisted of the following:

	December 31, 2022
	(In millions)
Building and improvements	\$ 1,264
Furniture, fixtures, equipment and leasehold improvements	419
	1,683
Less — accumulated depreciation and amortization	(930)
	\$ 753

During the year ended December 31, 2023, the Company recognized a loss on disposal or impairment of assets of \$27 million, including \$14 million in Singapore primarily related to demolition costs and \$12 million in Macao primarily related to \$8 million in asset disposals at The Parisian Macao, and \$4 million related to demolition costs at the The Londoner Macao, The Plaza Macao and Four Seasons Macao. The \$9 million loss on disposal or impairment of assets for the year ended December 31, 2022, primarily related to \$4 million in asset disposals related to aircraft parts and \$3 million in asset disposals and demolition costs at The Londoner Macao, The Venetian Macao, Sands Macao and our corporate offices. The \$27 million of loss on disposal or impairment of assets for the year ended December 31, 2021, primarily related to asset disposals and demolition costs related to The Londoner Macao.

Depreciation expense was \$1.14 billion, \$1.01 billion and \$1.02 billion for the years ended December 31, 2023, 2022 and 2021, respectively.

Note 8 — Leasehold Interests in Land, Net

Leasehold interests in land consist of the following:

	December 31,	
	2023	2022
	(In millions)	
Marina Bay Sands	\$ 2,028	\$ 1,993
The Londoner Macao	290	293
The Venetian Macao	235	241
The Plaza Macao and Four Seasons Macao	105	106
The Parisian Macao	88	89
Sands Macao	35	36
Nassau County Coliseum	154	—
	2,935	2,758
Less — accumulated amortization	(686)	(630)
	\$ 2,249	\$ 2,128

The Company amortizes the leasehold interests in land on a straight-line basis over the expected term of the lease, which includes automatic extensions in Macao as discussed further below. Amortization expense of \$58 million, \$55 million and \$56 million was included in amortization of leasehold interests in land expense for the years ended December 31, 2023, 2022 and 2021, respectively. The estimated future amortization expense over the expected terms of our leasehold interests in land is approximately \$62 million for each of the five years in the period ending December 31, 2028 and \$2.09 billion thereafter at exchange rates in effect on December 31, 2023.

Land concessions in Macao generally have an initial term of 25 years with automatic extensions of 10 years thereafter in accordance with Macao law. The Company anticipates a useful life of 50 years related to the land concessions in Macao. The Company has received land concessions from the Macao government to build on the sites on which Sands Macao, The Venetian Macao, The Plaza Macao and Four Seasons Macao, The Londoner Macao and The Parisian Macao are located. The Company does not own these land sites in Macao; however, the land concessions grant the Company exclusive use of the land. As specified in the land concessions, the Company is

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

required to pay premiums for each parcel, as well as make annual rent payments in the amounts and at the times specified in the land concessions. The rent amounts may be revised every five years by the Macao government.

Land concessions in Singapore have an initial term of 60 years. The Company has received land concessions from the STB to build on the sites on which Marina Bay Sands and the future MBS Expansion Project are located. The Company does not own these land sites in Singapore; however, the land concessions grant the Company exclusive use of the land. As specified in the land concessions, the Company was required to prepay the premiums for each parcel.

The Nassau County Coliseum relates to the land lease that was obtained in conjunction with the acquisition of the Nassau Coliseum with a remaining lease term of 26 years. Refer to "Note 16 — Leases" for additional details.

Note 9 — Goodwill and Intangible Assets, Net

Goodwill and intangible assets consist of the following:

	December 31,	
	2023	2022
	(In millions)	
Amortizable intangible assets:		
Macao concession	\$ 497	\$ —
Marina Bay Sands gaming license	54	54
	551	54
Less — accumulated amortization	(81)	(12)
	470	42
Technology, software and other	25	12
Total amortizable intangible assets, net	495	54
 Goodwill	 103	 10
 Total goodwill and intangible assets, net	 \$ 598	 \$ 64

Macao Concession

On December 16, 2022, the Macao government announced the award of six definitive gaming concessions, one of which was awarded to VML, and on January 1, 2023, VML entered into a 10-year gaming concession contract with the Macao government (the "Concession"). Under the terms of the Concession, VML is required to pay the Macao government an annual gaming premium consisting of a fixed portion and a variable portion. The fixed portion of the premium is 30 million patacas (approximately \$4 million at exchange rates in effect on December 31, 2023). The variable portion is 300,000 patacas per gaming table reserved exclusively for certain types of games or players, 150,000 patacas per gaming table not so reserved (the mass rate) and 1,000 patacas per electrical or mechanical gaming machine, including slot machines (approximately \$37,274, \$18,637 and \$124, respectively, at exchange rates in effect on December 31, 2023).

On December 30, 2022, VML and certain other subsidiaries of the Company, confirmed and agreed to revert certain gaming equipment and gaming areas to the Macao government without compensation and free of any liens or charges in accordance with, and upon the expiry of, VML's subconcession. On the same day, VML and the Macao government entered into a handover record (the "Handover Record") granting VML the right to operate the reverted gaming equipment and gaming areas for the duration of the Concession in consideration for the payment of an annual fee. The annual fee is calculated based on a price per square meter of reverted gaming area, being 750 patacas per square meter in the first three years and 2,500 patacas per square meter in the subsequent seven years (approximately \$93 and \$311, respectively, at exchange rates in effect on December 31, 2023). The price per square meter used to determine the annual fee will be adjusted annually based on Macao's average price index of the corresponding preceding year. The Company paid \$13 million for the year ended December 31, 2023. The annual fee is estimated to be \$13 million for the next two years and \$42 million for the following seven years, subject to the aforementioned adjustment.

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On January 1, 2023, the Company recognized an intangible asset and financial liability of 4.0 billion patacas (approximately \$497 million at exchange rates in effect on December 31, 2023), representing the right to operate the gaming equipment and the gaming areas, the right to conduct games of chance in Macao and the unconditional obligation to make payments under the Concession. This intangible asset comprises the contractually obligated annual payments of fixed and variable premiums, as well as fees associated with the above-described Handover Record. The contractually obligated annual variable premium payments associated with the intangible asset was determined using the maximum number of table games at the mass rate and the maximum number of gaming machines that VML is currently allowed to operate by the Macao government. In the accompanying consolidated balance sheet, the noncurrent portion of the financial liability is included in "Other long-term liabilities" and the current portion is included in "Other accrued liabilities." The intangible asset is being amortized on a straight-line basis over the period of the Concession, being ten years.

In April 2022, the Company paid SGD 72 million (approximately \$53 million at exchange rates in effect at the time of the transaction) to the Singapore Gambling Regulatory Authority (the "GRA") as part of the process to renew its gaming license at Marina Bay Sands. This license is being amortized over its term of three years, which expires in April 2025, and is renewable upon submitting an application, paying the applicable license fee and meeting the requirements as determined by the GRA.

Amortization expense for all intangible assets was \$67 million, \$17 million and \$18 million for the years ended December 31, 2023, 2022 and 2021, respectively. The estimated future amortization expense for all intangible assets is approximately \$68 million, \$55 million, \$50 million, \$50 million and \$50 million for the years ending December 31, 2024, 2025, 2026, 2027 and 2028, respectively, and \$199 million thereafter.

Nassau Coliseum

On June 2, 2023, the Company closed on its acquisition of the Nassau Coliseum, an entertainment arena in the State of New York. The Company paid an aggregate amount of \$241 million, consisting of \$221 million upon closing and a \$20 million deposit made in 2022. The purchase of the Nassau Coliseum, which continues to operate following the closing of the sale, primarily included the fixed assets related to the arena and the right to lease the underlying land from the owner, the County of Nassau in the State of New York. This transaction resulted in the recognition of \$92 million of goodwill. The Company purchased the Nassau Coliseum with the intent to obtain a casino license from the State of New York to develop and operate an Integrated Resort. There is no assurance the Company will be able to obtain such casino license.

Note 10 — Other Accrued Liabilities

Other accrued liabilities consist of the following:

	December 31,	
	2023	2022
	(In millions)	
Customer deposits	\$ 543	\$ 471
Payroll and related	370	316
Taxes and licenses	389	134
Accrued interest payable	184	189
Outstanding chip liability	135	81
Other accruals	327	267
	\$ 1,948	\$ 1,458

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

Note 11 — Derivative Instruments

During the year ended December 31, 2021, the Company entered into two foreign currency swap agreements. The objective of both agreements is to manage the risk of changes in cash flows resulting from foreign currency gains/losses realized upon remeasurement of U.S. dollar denominated SCL senior notes by swapping a specified amount of Hong Kong dollars for U.S. dollars at the contractual spot rate. The terms in one of the contracts did not effectively match the terms of the related SCL senior notes; thus, it was not designated as hedging (the "Non-Hedging Swap"). The remaining contract was designated as a hedge of the cash flows related to a portion of the SCL senior notes (the "Hedging Swap," and together with the Non-Hedging Swap, the "FX Swaps"). The Non-Hedging Swap had a total notional value of \$500 million and expired in August 2023 (the "2023 Swap"). The Hedging Swap has a total notional value of \$1.0 billion and expires in August 2025 (the "2025 Swap").

As of December 31, 2023 and 2022, the fair value of the 2025 Swap is recorded as a liability in "Other long-term liabilities." As of December 31, 2022, the fair value of the 2023 Swap is recorded as an asset in "Prepaid expenses and other." The fair value of the FX Swaps was estimated using Level 2 inputs from recently reported market transactions of foreign currency exchange rates. For the Hedging Swap, the changes in fair value of the derivative were recognized as other comprehensive income in the accompanying consolidated balance sheets. Additionally, the foreign currency gains/losses incurred from the remeasurement of the portion of the SCL senior notes being hedged were also recognized in other comprehensive income. For the Non-Hedging Swap the changes in fair value of the derivative were recorded in "Other income" in the accompanying consolidated statements of operations.

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
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Note 12 — Long-Term Debt

Long-term debt consists of the following:

	December 31,	
	2023	2022
	(In millions)	
Corporate and U.S. Related⁽¹⁾:		
3.200% Senior Notes due 2024 (net of unamortized original issue discount and deferred financing costs of \$2 and \$5, respectively)	\$ 1,748	\$ 1,745
2.900% Senior Notes due 2025 (net of unamortized original issue discount and deferred financing costs of \$1 and \$2, respectively)	499	498
3.500% Senior Notes due 2026 (net of unamortized original issue discount and deferred financing costs of \$5 and \$7, respectively)	995	993
3.900% Senior Notes due 2029 (net of unamortized original issue discount and deferred financing costs of \$6)	744	744
Macao Related⁽¹⁾:		
5.125% Senior Notes due 2025 (net of unamortized original issue discount and deferred financing costs of \$4 and \$7, respectively)	1,796	1,793
3.800% Senior Notes due 2026 (net of unamortized original issue discount and deferred financing costs of \$4 and \$5, respectively)	796	795
2.300% Senior Notes due 2027 (net of unamortized original issue discount and deferred financing cost of \$5 and \$6, respectively)	695	694
5.400% Senior Notes due 2028 (net of unamortized original issue discount and deferred financing costs of \$11 and \$13, respectively)	1,889	1,887
2.850% Senior Notes due 2029 (net of unamortized original issue discount and deferred financing cost of \$5 and \$6, respectively)	645	644
4.375% Senior Notes due 2030 (net of unamortized original issue discount and deferred financing costs of \$7 and \$8, respectively)	693	692
3.250% Senior Notes due 2031 (net of unamortized original issue discount and deferred financing cost of \$5)	595	595
2018 SCL Credit Facility — Revolving	—	1,958
Other ⁽²⁾	19	22
Singapore Related⁽¹⁾:		
2012 Singapore Credit Facility — Term (net of unamortized deferred financing costs of \$24 and \$33, respectively)	2,867	2,870
2012 Singapore Delayed Draw Term Facility	47	46
Other	1	2
	<u>14,029</u>	<u>15,978</u>
Less — current maturities	(1,900)	(2,031)
Total long-term debt	<u>\$ 12,129</u>	<u>\$ 13,947</u>

(1) Unamortized deferred financing costs of \$59 million and \$60 million as of December 31, 2023 and 2022, respectively, related to the Company's revolving credit facilities and the undrawn portion of the Singapore Delayed Draw Term Facility are included in "Other assets, net" and "Prepaid expenses and other" in the accompanying consolidated balance sheets.

(2) Includes finance leases related to Macao of \$18 million and \$21 million as of December 31, 2023 and 2022, respectively.

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
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Corporate and U.S. Related Debt

LVSC Senior Notes

On July 31, 2019, LVSC issued, in a public offering, three series of senior unsecured notes in an aggregate principal amount of \$3.50 billion, consisting of \$1.75 billion of 3.200% Senior Notes due August 8, 2024 (the "2024 LVSC Senior Notes"), \$1.0 billion of 3.500% Senior Notes due August 18, 2026 (the "2026 LVSC Senior Notes") and \$750 million of 3.900% Senior Notes due August 8, 2029 (the "2029 LVSC Senior Notes"). A portion of the net proceeds from the offering was used to repay in full the outstanding borrowings under the 2013 U.S. Credit Facility.

On November 25, 2019, LVSC issued, in a public offering, a senior unsecured note in an aggregate principal amount of \$500 million of 2.900% Senior Notes due June 25, 2025 (the "2025 LVSC Senior Notes" and, together with the 2024 LVSC Senior Notes, 2026 LVSC Senior Notes and the 2029 LVSC Senior Notes, the "LVSC Senior Notes"). A portion of the net proceeds from the offering was used for general corporate purposes, including repurchases of shares of the Company's common stock.

There are no interim principal payments on the LVSC Senior Notes and interest is payable semi-annually in arrears on each February 8 and August 8 with respect to the 2024 LVSC Notes and 2029 LVSC Notes, on each February 18 and August 18 with respect to the 2026 Notes, and on each June 25 and December 25 with respect to the 2025 Notes.

The LVSC Senior Notes are senior unsecured obligations of LVSC. Each series of LVSC Senior Notes rank equally in right of payment with all of LVSC's other unsecured and unsubordinated obligations, if any. None of LVSC's subsidiaries guarantee the LVSC Senior Notes.

The LVSC Senior Notes were issued pursuant to an indenture, dated July 31, 2019, as amended with respect to each of the series of the LVSC Senior Notes (the "indenture"), between LVSC and U.S. Bank National Association, as trustee. The indenture contains covenants, subject to customary exceptions and qualifications, that limit the ability of LVSC and its subsidiaries to, among other things, incur liens, enter into sale and leaseback transactions and consolidate, merge, sell or otherwise dispose of all or substantially all of the Company's assets on a consolidated basis. The indenture also provides for customary events of default.

LVSC Revolving Facility

On August 9, 2019, LVSC entered into a revolving credit agreement with the arrangers and lenders named therein and The Bank of Nova Scotia, as administrative agent for the lenders (the "LVSC Revolving Credit Agreement"), pursuant to which the lenders provided unsecured, revolving credit commitments to LVSC in an aggregate principal amount of \$1.50 billion (the "LVSC Revolving Facility"), which are available until August 9, 2024, and include a \$150 million sub-facility for letters of credit. LVSC may utilize the proceeds of the loans for general corporate purposes and working capital requirements of LVSC and its subsidiaries and any other purpose not prohibited by the LVSC Revolving Credit Agreement. As of December 31, 2023, the Company had \$1.50 billion of available borrowing capacity under the LVSC Revolving Facility, net of outstanding letters of credit.

The revolving loans bear interest at the Company's option, at either, an adjusted Eurodollar rate, plus an applicable margin ranging from 1.125% to 1.550% per annum, or at an alternative base rate, plus an applicable margin ranging from 0.125% to 0.550% per annum, in each case, based on LVSC's corporate family credit rating. As of December 31, 2023, the applicable margin for revolving loans with reference to an adjusted Eurodollar rate is 1.4% per annum and the applicable margin for revolving loans with reference to an alternative base rate is 0.4% per annum. LVSC is also required to pay a quarterly commitment fee on the undrawn portion of the LVSC Revolving Facility, which commitment fee ranges from 0.125% to 0.250% per annum, based on the LVSC's corporate family credit rating. As of December 31, 2023, the commitment fee is 0.200% per annum.

The LVSC Revolving Credit Agreement contains customary affirmative and negative covenants for facilities of this type, subject to customary exceptions and thresholds that limit the ability of (a) LVSC and its restricted subsidiaries to, among other things, (i) incur liens, (ii) enter into sale and leaseback transactions and (iii) sell, lease, sub-lease or otherwise dispose of any core facility (as defined in the LVSC Revolving Credit Agreement), (b) certain restricted subsidiaries of LVSC to incur indebtedness and (c) LVSC to merge, consolidate, liquidate or sell all or substantially all of its assets. The LVSC Revolving Credit Agreement also requires LVSC to maintain a maximum

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consolidated leverage ratio of 4.0x as of the last day of each fiscal quarter. The LVSC Revolving Credit Agreement also contains customary events of default, including payment defaults, cross defaults to material debt, bankruptcy and insolvency, breaches of covenants and inaccuracy of representations and warranties, subject to customary grace periods.

On September 23, 2020, LVSC entered into an amendment agreement with lenders to the LVSC Revolving Credit Agreement. Pursuant to the amendment, the LVSC Revolving Credit Agreement was amended to (a) remove the requirement to maintain a maximum consolidated leverage ratio of 4.0x as of the last day of any fiscal quarter of LVSC during the period commencing on October 31, 2020, through and including December 31, 2021 (the "Relevant Period"); (b) include a requirement for LVSC to maintain a minimum liquidity of \$350 million as of the last day of each month during the Relevant Period; and (c) include a limitation on LVSC's ability to declare or pay any dividend or other distribution during the period commencing on the closing date of the amendment, through and including December 31, 2021, unless liquidity is greater than \$1.0 billion on a pro forma basis after giving effect to such dividend or distribution. Pursuant to the amendment, LVSC agreed to pay a customary fee to the lenders that consented.

On September 3, 2021, LVSC entered into amendment No. 2 (the "Second Amendment") with lenders to the LVSC Revolving Credit Agreement. Pursuant to the Second Amendment, the existing LVSC Revolving Credit Agreement was amended to (a) extend the period during which LVSC is not required to maintain a maximum consolidated leverage ratio of 4.0x as of the last day of any fiscal quarter to December 31, 2022; (b) extend the period during which LVSC is required to maintain a specified amount of minimum liquidity as of the last day of each month to December 31, 2022; (c) increase the minimum liquidity amount that LVSC is required to maintain until December 31, 2022 to \$700 million; and (d) extend the period during which LVSC is unable to declare or pay any dividend or other distribution, unless liquidity is greater than \$1.0 billion on a pro forma basis after giving effect to such dividend or distribution, to December 31, 2022. In addition, pursuant to the Second Amendment and subject to the satisfaction of certain conditions specified therein, the requisite lenders under the existing LVSC Revolving Credit Agreement consented to, and waived any applicable restrictions prohibiting, the consummation of the announced sale of the Las Vegas Operations. Pursuant to the Second Amendment, LVSC paid a customary fee to the lenders that consented.

On December 7, 2021, LVSC entered into amendment No. 3 (the "Third Amendment") with lenders to the LVSC Revolving Credit Agreement. Pursuant to the Third Amendment, the existing LVSC Revolving Credit Agreement was amended to update the terms therein that provide for a transition away from LIBOR as a benchmark interest rate and the replacement of LIBOR by a replacement benchmark interest rate or mechanism.

On January 30, 2023, LVSC entered into amendment No. 4 (the "Fourth Amendment") with lenders to the LVSC Revolving Credit Agreement. Pursuant to the Fourth Amendment, the existing LVSC Revolving Credit Agreement was amended to (a) determine consolidated adjusted EBITDA on a year-to-date annualized basis during the period commencing on the effective date and ending on and including December 31, 2023, as follows: (i) for the fiscal quarter ended March 31, 2023, consolidated adjusted EBITDA for such fiscal quarter multiplied by four, (ii) for the fiscal quarter ended June 30, 2023, consolidated adjusted EBITDA for such fiscal quarter and the immediately preceding fiscal quarter multiplied by two, and (iii) for the fiscal quarter ended September 30, 2023, consolidated adjusted EBITDA for such fiscal quarter and the two immediately preceding fiscal quarters, multiplied by four-thirds; (b) extend the period during which LVSC is required to maintain a specified amount of minimum liquidity as of the last day of each month to December 31, 2023; and (c) extend the period during which LVSC is unable to declare or pay any dividend or other distribution, unless liquidity is greater than \$1.0 billion on a pro forma basis after giving effect to such dividend or distribution, to December 31, 2023.

On June 30, 2023, LVSC entered into amendment No. 5 (the "Fifth Amendment") with lenders to the LVSC Revolving Credit Agreement. Pursuant to the Fifth Amendment, the existing LVSC Revolving Credit Agreement was amended to update the terms therein and provide for the adoption of the Secured Overnight Financing Rate ("SOFR") as the benchmark interest rate.

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Macao Related Debt

SCL Senior Notes

On August 9, 2018, SCL issued, in a private offering, three series of senior unsecured notes in an aggregate principal amount of \$5.50 billion, consisting of \$1.80 billion of 4.600% Senior Notes due August 8, 2023 (the "2023 SCL Senior Notes"), \$1.80 billion of 5.125% Senior Notes due August 8, 2025 (the "2025 SCL Senior Notes") and \$1.90 billion of 5.400% Senior Notes due August 8, 2028 (the "2028 SCL Senior Notes"). A portion of the net proceeds from the offering was used to repay in full the outstanding borrowings under the 2016 VML Credit Facility. The 2023 SCL Senior Notes were redeemed during the year ended December 31, 2021, as noted below. There are no interim principal payments on the 2025 or 2028 SCL Senior Notes and interest is payable semi-annually in arrears on each February 8 and August 8, commencing on February 8, 2019.

On June 4, 2020, SCL issued, in a private offering, two series of senior unsecured notes in an aggregate principal amount of \$1.50 billion, consisting of \$800 million of 3.800% Senior Notes due January 8, 2026 (the "2026 SCL Senior Notes") and \$700 million of 4.375% Senior Notes due June 18, 2030 (the "2030 SCL Senior Notes"). The net proceeds from the offering were used for incremental liquidity and general corporate purposes. There are no interim principal payments on the 2026 or 2030 SCL Senior Notes and interest is payable semi-annually in arrears on January 8 and July 8, commencing on January 8, 2021, with respect to the 2026 SCL Senior Notes, and on June 18 and December 18, commencing on December 18, 2020, with respect to the 2030 SCL Senior Notes.

On September 23, 2021, SCL issued in a private offering three series of senior unsecured notes in an aggregate principal amount of \$1.95 billion, consisting of \$700 million of 2.300% Senior Notes due March 8, 2027 (the "2027 SCL Senior Notes"), \$650 million of 2.850% Senior Notes due March 8, 2029 (the "2029 SCL Senior Notes") and \$600 million of 3.250% Senior Notes due August 8, 2031 (the "2031 SCL Senior Notes" and, together with the 2023 SCL Senior Notes, 2025 SCL Senior Notes, 2026 SCL Senior Notes, 2027 SCL Senior Notes, 2028 SCL Senior Notes, 2029 SCL Senior Notes, 2030 SCL Senior Notes, the "SCL Senior Notes"). SCL used the net proceeds from the offering and cash on hand to redeem in full the outstanding principal amount of its \$1.80 billion 4.600% Senior Notes due 2023, any accrued interest and the associated make-whole premium as determined under the related senior notes indenture dated as of August 9, 2018.

The SCL Senior Notes are senior unsecured obligations of SCL. Each series of notes rank equally in right of payment with all of SCL's existing and future senior unsecured debt and will rank senior in right of payment to all of SCL's future subordinated debt, if any. The notes will be effectively subordinated in right of payment to all of SCL's future secured debt (to the extent of the value of the collateral securing such debt) and will be structurally subordinated to all of the liabilities of SCL's subsidiaries. None of SCL's subsidiaries guarantees the notes.

The 2023, 2025 and 2028 SCL Senior Notes were issued pursuant to an indenture, dated August 9, 2018 (the "2018 SCL Indenture"), the 2026 and 2030 SCL Senior Notes were issued pursuant to an indenture, dated June 4, 2020 (the "2020 SCL Indenture") and the 2027, 2029 and 2031 SCL Senior Notes were issued pursuant to an indenture, dated September 23, 2021 (the "2021 SCL Indenture"), between SCL and U.S. Bank National Association, as trustee. Upon the occurrence of certain events described in these indentures, the interest rate on the SCL senior notes may be adjusted. The indentures contain covenants, subject to customary exceptions and qualifications, that limit the ability of SCL and its subsidiaries to, among other things, incur liens, enter into sale and leaseback transactions and consolidate, merge, sell or otherwise dispose of all or substantially all of SCL's assets on a consolidated basis. The indentures also provide for customary events of default.

The cost associated with the early termination of the 4.600% Senior Notes due 2023, including the make-whole premium of \$131 million and \$6 million in unamortized original issue discount and deferred financing costs, was recorded as a loss on early retirement of debt in the consolidated statement of operations during the year ended December 31, 2021.

On February 16 and June 16, 2022, Standard & Poor's ("S&P") and Fitch, respectively, downgraded the credit rating for the Company and SCL to BB+. As a result of the downgrades, the coupon on each series of the outstanding SCL Senior Notes increased by 0.50% per annum, with a 0.25% per annum increase becoming effective on the first interest payment date after February 16, 2022 as it relates to the S&P downgrade and an additional 0.25% increase per annum after June 16, 2022 as it relates to the Fitch downgrade. The downgrade resulted in an

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increase of \$30 million and \$16 million in interest expense for the years ended December 31, 2023 and 2022, respectively. On July 26, 2023, S&P upgraded the credit rating for the Company and SCL to BBB-. On February 1, 2024, Fitch also upgraded the credit rating for the Company and SCL to BBB-. As a result of the upgrades, the coupon on each series of the outstanding SCL Senior Notes decreased by 0.25% per annum effective on the first interest payment date after July 26, 2023 as it relates to the S&P upgrade and 0.25% per annum effective on the first interest payment date after February 1, 2024, as it relates to the Fitch upgrade. The weighted average interest rate for the SCL Senior Notes was 4.8%, 4.6% and 4.7% for the years ended December 31, 2023, 2022 and 2021, respectively.

2018 SCL Credit Facility

On November 20, 2018, SCL entered into a facility agreement with the arrangers and lenders named therein and Bank of China Limited, Macau Branch, as agent for the lenders (the "2018 SCL Credit Facility"), pursuant to which the lenders made available a \$2.0 billion revolving unsecured credit facility to SCL (the "2018 SCL Revolving Facility"). The facility was available until July 31, 2023, prior to being extended to July 31, 2025, as noted below, and SCL may draw loans under the facility, which may consist of general revolving loans (consisting of a United States dollar component and a Hong Kong dollar component) or loans drawn under a swing-line loan sub-facility (denominated in either United States dollars or Hong Kong dollars). SCL may utilize the loans for general corporate purposes and working capital requirements of SCL and its subsidiaries.

Loans under the 2018 SCL Revolving Facility bear interest calculated by reference to (1) in the case of general revolving loans denominated in United States dollars, Secured Overnight Financing Rate ("SOFR"), (2) in the case of loans denominated in United States dollars drawn under the swing-line loan sub-facility, a United States dollar alternate base rate (determined by reference to, among other things, the United States dollar prime lending rate and the Federal Funds Effective Rate), (3) in the case of general revolving loans denominated in Hong Kong dollars, the Hong Kong Interbank Offered Rate ("HIBOR") or (4) in the case of loans denominated in Hong Kong dollars drawn under the swing-line loan sub-facility, a Hong Kong dollar alternate base rate (determined by reference to, among other things, the Hong Kong dollar prime lending rate), in each case, plus a margin that is determined by reference to the consolidated leverage ratio as defined in the 2018 SCL Credit Facility. The initial margin for general revolving loans is 2.0% per annum and the initial margin for loans drawn under the swing-line loan sub-facility is 1.0% per annum. SCL is also required to pay a commitment fee of 0.60% per annum on the undrawn amounts under the 2018 SCL Revolving Facility.

The 2018 SCL Credit Facility contains affirmative and negative covenants customary for similar unsecured financings, including, but not limited to, limitations on indebtedness secured by liens on principal properties and sale and leaseback transactions. The 2018 SCL Credit Facility also requires SCL to maintain a maximum ratio of total indebtedness to adjusted EBITDA of 4.0x throughout the life of the facility and a minimum ratio of adjusted EBITDA to net interest expense (including capitalized interest) of 2.5x throughout the life of the facility.

On March 27, 2020, SCL entered into a waiver and amendment request letter (the "Waiver Letter") with respect to certain provisions of the 2018 SCL Credit Facility, pursuant to which lenders (a) waived the requirements for SCL to comply with the requirements that SCL ensure the maximum consolidated leverage ratio does not exceed 4.0x and minimum consolidated interest coverage ratio of 2.5x for any quarterly period ending during the period beginning on, and including, January 1, 2020 and ending on, and including, July 1, 2021 (the "SCL Relevant Period") (other than with respect to the financial year ended on December 31, 2019); (b) waived any default that may arise as a result of any breach of said requirements during the SCL Relevant Period (other than with respect to the financial year ended on December 31, 2019); and (c) extended the period of time during which SCL may supply the agent with (i) its audited consolidated financial statements for the financial year ended on December 31, 2019, to April 30, 2020; and (ii) its audited consolidated financial statements for the financial year ending on December 31, 2020, to April 30, 2021. Pursuant to the Waiver Letter, SCL agreed to pay a customary fee to the lenders that consented.

On September 11, 2020, SCL entered into a waiver extension and amendment request letter (the "Waiver Extension Letter") with respect to certain provisions of the 2018 SCL Credit Facility, pursuant to which lenders agreed to (a) extend the SCL Relevant Period such that it ends on, and includes, January 1, 2022 instead of July 1, 2021; and (b) amend and restate the 2018 SCL Credit Facility in the form attached to the Waiver Extension Letter, which contains the following amendments: (1) it provides SCL with the option to increase the total borrowing

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

capacity by an aggregate amount of up to \$1.0 billion; and (2) it imposes a restriction on the ability of SCL to declare or make any dividend payment or similar distribution at any time during the period from (and including) July 1, 2020 to (and including) January 1, 2022, if at such time (x) the total borrowing capacity exceeds \$2.0 billion by operation of the increase referred to above; and (y) the maximum consolidated leverage ratio is greater than 4.0x, unless, after giving effect to such payment, the sum of (i) the aggregate amount of cash and cash equivalents of SCL on such date; and (ii) the aggregate amount of the undrawn facility under the 2018 SCL Credit Facility and unused commitments under other credit facilities of SCL is greater than \$2.0 billion. Pursuant to the Waiver Extension Letter, SCL agreed to pay a customary fee to the lenders that consented.

On January 25, 2021, SCL entered into an agreement with lenders to increase commitments under the 2018 SCL Credit Facility by HKD 3.83 billion (approximately \$491 million at exchange rates in effect on December 31, 2021).

On July 7, 2021, SCL entered into a waiver extension and amendment request letter (the "Third Waiver Extension Letter") with respect to certain provisions of the 2018 SCL Credit Facility, pursuant to which lenders agreed to (a) extend by one year to (and including) January 1, 2023, the waiver period for the requirement for SCL to comply with the requirements that SCL ensure the consolidated leverage ratio does not exceed 4.0x and the consolidated interest coverage ratio is not less than 2.5x as at the last day of the financial quarter; (b) extend the period of time during which SCL may supply the agent with its audited consolidated financial statements for the financial year ending on December 31, 2021 to April 30, 2022; and (c) extend by one year to (and including) January 1, 2023, the period during which SCL's ability to declare or make any dividend payment or similar distribution is restricted if at such time (x) the Total Commitments (as defined in the 2018 SCL Credit Facility) exceed \$2.0 billion by SCL's exercise of the option to increase the Total Commitments by an aggregate amount of up to \$1.0 billion; and (y) the consolidated leverage ratio is greater than 4.0x, unless, after giving effect to such payment, the sum of (i) the aggregate amount of cash and cash equivalents of SCL on such date; and (ii) the aggregate amount of the undrawn facility under the 2018 SCL Credit Facility and unused commitments under other credit facilities of SCL is greater than \$2.0 billion. Pursuant to the Third Waiver Extension Letter, SCL paid a customary fee to the lenders that consented.

On November 30, 2022, SCL entered into a waiver extension and amendment request letter (the "Fourth Waiver Extension Letter") with respect to certain provisions of the 2018 SCL Credit Facility, pursuant to which lenders have (a) extended to (and including) July 31, 2023, the waiver period for the requirement for SCL to comply with the requirements that SCL ensure (a) the consolidated leverage ratio does not exceed 4.0x and the consolidated interest coverage ratio is not less than 2.5x as at the last day of the financial quarter; (b) extend to (and including) July 31, 2023, the period during which SCL's ability to declare or make any dividend payment or similar distribution is restricted if at such time (x) the Total Commitments (as defined in the 2018 SCL Credit Facility) exceed \$2.0 billion by SCL's exercise of the option to increase the Total Commitments by an aggregate amount of up to \$1.0 billion; and (y) the consolidated leverage ratio is greater than 4.0x, unless, after giving effect to such payment, the sum of (i) the aggregate amount of cash and cash equivalents of SCL on such date; and (ii) the aggregate amount of the undrawn facility under the 2018 SCL Credit Facility and unused commitments under other credit facilities of SCL is greater than \$2.0 billion; and (c) incorporated provisions to address the transition of LIBOR to a term SOFR reference rate. Pursuant to the Fourth Waiver Extension Letter, SCL paid a customary fee to the lenders that consented.

On May 11, 2023, SCL entered into an amended and restated facility agreement (the "A&R Facility Agreement") with respect to certain provisions of the 2018 SCL Credit Facility, pursuant to which lenders have (a) extended the termination date for the Hong Kong Dollar ("HKD") commitments and U.S. dollar commitments of the lenders that consented to the waivers and amendments in the A&R Facility Agreement (the "Extending Lenders") from July 31, 2023 to July 31, 2025; (b) extended to (and including) January 1, 2024, the waiver period for the requirement for SCL to comply with the requirements that SCL ensure (i) the consolidated leverage ratio does not exceed 4.0x and (ii) the consolidated interest coverage ratio is not less than 2.5x; (c) amended the definition of consolidated total debt such that it excludes any financial indebtedness that is subordinated and subject in right of payment to the prior payment in full of the A&R Facility Agreement (including the \$1.0 billion subordinated unsecured term loan facility made available by the Company to SCL); (d) amended the maximum permitted consolidated leverage ratio as of the last day of each of the financial quarters ending March 31, 2024, June 30, 2024, September 30, 2024, December 31, 2024, and subsequent financial quarters to be 6.25x, 5.5x, 5.0x, 4.5x, and 4.0x,

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
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respectively; and (e) extended to (and including) January 1, 2025, the period during which SCL's ability to declare or make any dividend payment or similar distribution is restricted if at such time (x) the Total Commitments (as defined in the A&R Facility Agreement) exceed \$2.0 billion by SCL's exercise of the option to increase the Total Commitments by an aggregate amount of up to \$1.0 billion and (y) the consolidated leverage ratio is greater than 4.0x, unless, after giving effect to such payment, the sum of (i) the aggregate amount of cash and cash equivalents of SCL on such date and (ii) the aggregate amount of the undrawn facility under the A&R Facility Agreement and unused commitments under other credit facilities of SCL is greater than \$2.0 billion. The amendments with respect to the extended commitments took effect on July 31, 2023. Pursuant to the A&R Facility Agreement, SCL paid a customary fee to the Extending Lenders that consented.

The Extending Lenders' HKD commitments total HKD 17.63 billion (approximately \$2.25 billion at exchange rates in effect on May 11, 2023) and U.S. dollar commitments total \$237 million, which together represent 100% of the total available commitments under the A&R Facility Agreement.

The 2018 SCL Credit Facility also contains certain events of default (some of which are subject to grace and remedy periods and materiality qualifiers), including, but not limited to, events relating to SCL's gaming operations and the loss or termination of certain land concession contracts.

During the year ended December 31, 2022, SCL drew down \$114 million and HKD 8.50 billion (approximately \$1.09 billion at exchange rates in effect on December 31, 2023) under the facility for general corporate purposes. The weighted average interest rate for the 2018 SCL Credit Facility was 6.3% and 4.3% for the years ended December 31, 2023 and 2022, respectively. As of December 31, 2023, SCL had \$2.49 billion of available borrowing capacity under the 2018 SCL Revolving Facility comprised of HKD commitments of HKD 17.63 billion (approximately \$2.26 billion at exchange rates in effect on December 31, 2023) and U.S. dollar commitments of \$237 million.

Singapore Related Debt

2012 Singapore Credit Facility

In June 2012, MBS entered into a SGD 5.10 billion (approximately \$3.86 billion at exchange rates in effect on December 31, 2023) credit agreement (the "2012 Singapore Credit Facility"), providing for a fully funded SGD 4.60 billion (approximately \$3.48 billion at exchange rates in effect on December 31, 2023) term loan (the "2012 Singapore Term Facility") and a SGD 500 million (approximately \$378 million at exchange rates in effect on December 31, 2023) revolving facility (the "2012 Singapore Revolving Facility") that was available until November 25, 2017 and extended to February 27, 2026, as noted below, which included a SGD 100 million (approximately \$76 million at exchange rates in effect on December 31, 2023) ancillary facility (the "2012 Singapore Ancillary Facility"). Borrowings under the 2012 Singapore Credit Facility were used to repay the outstanding balance under the previous Singapore credit facility.

During August 2014, MBS amended its 2012 Singapore Credit Facility, pursuant to which consenting lenders of borrowings under the 2012 Singapore Term Facility extended the maturity to August 28, 2020, and consenting lenders of borrowings under the 2012 Singapore Revolving Facility extended the maturity to February 28, 2020.

During March 2018, MBS amended its 2012 Singapore Credit Facility, which refinanced the facility in an aggregate amount of SGD 4.80 billion (approximately \$3.64 billion at exchange rates in effect on December 31, 2023), pursuant to which consenting lenders of borrowings under the 2012 Singapore Term Facility extended the maturity to March 29, 2024, and consenting lenders of borrowings under the 2012 Singapore Revolving Facility extended the maturity to September 29, 2023.

On August 30, 2019, MBS amended and restated its 2012 Singapore Credit Facility (the "Third Amendment and Restatement Agreement"). The Third Amendment and Restatement Agreement extended (a) the maturity date of the term loans under the 2012 Singapore Term Facility to August 31, 2026, and (b) the termination date of the revolving credit commitments under the 2012 Singapore Revolving Facility to February 27, 2026, and also increased the principal amount of revolving credit commitments by an additional SGD 250 million (approximately \$189 million at exchange rates in effect on December 31, 2023) for a total aggregate principal amount of SGD 750 million (approximately \$568 million at exchange rates in effect on December 31, 2023). As of December 31, 2023, MBS had SGD 589 million (approximately \$446 million at exchange rates in effect on December 31, 2023) of available

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borrowing capacity under the 2012 Singapore Revolving Facility, net of outstanding letters of credit, primarily consisting of a banker's guarantee in connection with the MBS Expansion Project for SGD 153 million (approximately \$116 million at exchange rates in effect on December 31, 2023).

Under the Third Amendment and Restatement Agreement, certain lenders committed to provide a new delayed draw term loan facility (the "Singapore Delayed Draw Term Facility") in an aggregate principal amount of SGD 3.75 billion (approximately \$2.84 billion at exchange rates in effect on December 31, 2023), which will be available to MBS until December 30, 2024, to finance costs associated with the MBS Expansion Project. The loans borrowed under the Singapore Delayed Draw Term Facility will mature on August 31, 2026. During the year ended December 31, 2020, MBS borrowed SGD 62 million (approximately \$46 million at exchange rates in effect at the time of the transaction) under the Singapore Delayed Draw Term Facility. As of December 31, 2023, SGD 3.69 billion (approximately \$2.79 billion at exchange rates in effect on December 31, 2023) remains available to be drawn under the Singapore Delayed Draw Term Facility once the construction cost estimate and construction schedule for the MBS Expansion Project are delivered to lenders.

The indebtedness under the 2012 Singapore Credit Facility is collateralized by a first-priority security interest in substantially all of MBS's assets, other than capital stock and similar ownership interests, certain furniture, fixtures and equipment and certain other excluded assets.

The term loans under the 2012 Singapore Term Facility are subject to interim quarterly amortization payments, beginning with the fiscal quarter ended December 31, 2019, in an amount equal to (i) until and including the fiscal quarter ending September 30, 2024, 0.5% of the principal amount outstanding on June 30, 2019 (the "Term Facility Restatement Date"), (ii) for the fiscal quarter ending December 31, 2024, 3.0% of the principal amount outstanding on the Term Facility Restatement Date, (iii) for the fiscal quarters ending March 31, 2025 through September 30, 2025, 5.0% of the principal amount outstanding on the Term Facility Restatement Date, and (iv) for the fiscal quarters ending December 31, 2025 through June 30, 2026, 18.0% of the principal amount outstanding on the Term Facility Restatement Date. On the maturity date of August 31, 2026, MBS is required to repay all remaining amounts outstanding on the Singapore Term Facility.

Loans under the Singapore Delayed Draw Term Facility are subject to interim quarterly amortization payments, beginning with the fiscal quarter ending March 31, 2025, in an amount equal to (i) until and including the fiscal quarter ending September 30, 2025, 5.0% of the principal amount outstanding on December 30, 2024 (the "Delayed Draw Term Facility Restatement Date"), and (ii) for each fiscal quarter from December 31, 2025, until and including June 30, 2026, 18.0% of the principal amount outstanding on the Delayed Draw Term Facility Restatement Date. On the maturity date of August 31, 2026, MBS is required to repay all remaining amounts outstanding on the Singapore Delayed Draw Term Facility.

Under the Third Amendment and Restatement Agreement, MBS must comply with a maximum consolidated leverage ratio of 4.5x on the last day of each fiscal quarter from August 30, 2019, until twelve months following the date on which a temporary occupation permit is issued with respect to the MBS Expansion Project. Thereafter, MBS must comply with a maximum consolidated leverage ratio of 4.0x as of the last day of each fiscal quarter through maturity.

On February 9, 2022, MBS entered into the Fourth Amendment and Restatement Agreement (the "Fourth Amendment Agreement") with DBS Bank Ltd., as agent and security trustee. The Fourth Amendment Agreement amended and restated the 2012 Singapore Credit Facility, to update the terms therein that provide for a transition away from the Swap Offer Rate ("SOR") as a benchmark interest rate and the replacement of SOR by a replacement benchmark interest rate or mechanism.

Under the Fourth Amendment Agreement, outstanding loans bear interest at the Singapore Overnight Rate Average ("SORA") with a credit spread adjustment of 0.19% per annum, plus an applicable margin ranging from 1.15% to 1.85% per annum, based on MBS's consolidated leverage ratio (estimated interest rate set at approximately 5.36% as of December 31, 2023). MBS pays a standby commitment fee of 35% to 40% of the spread per annum on all undrawn amounts under the 2012 Singapore Revolving Facility. The weighted average interest rate for the 2012 Singapore Credit Facility was 5.3%, 3.5% and 2.1% for the years ended December 31, 2023, 2022 and 2021, respectively.

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On June 18, 2020, MBS amended the existing 2012 Singapore Credit Facility (the "Amendment Letter"). The Amendment Letter (a) modifies the financial covenant provisions under the 2012 Singapore Credit Facility such that MBS will not have to comply with the leverage or interest coverage covenants for the financial quarters ending, and including, September 30, 2020 through, and including, December 31, 2021 (the "Waiver Period"); (b) extends to June 30, 2021, the deadline for delivering the construction costs estimate and the construction schedule for the MBS Expansion Project; and (c) permits MBS to make dividend payments during the Waiver Period of (i) an unlimited amount if the ratio of its debt to consolidated adjusted EBITDA is lower than or equal to 4.25x and (ii) up to SGD 500 million per fiscal year if the ratio of its debt to consolidated adjusted EBITDA is higher than 4.25x, subject to the additional requirements that (a) the aggregate amount of MBS's cash plus Facility B availability is greater than or equal to SGD 800 million immediately following such dividend payment and (b) MBS's interest coverage ratio is higher than 3.0x. Pursuant to the Amendment Letter, MBS agreed to pay a customary fee to the lenders that consented thereto.

On September 7, 2021, MBS further amended the existing 2012 Singapore Credit Facility (the "Second Amendment Letter"). The Second Amendment Letter (a) extends by one year to (and including) December 31, 2022, the waiver period for the requirement for MBS to comply with the financial covenant provisions under the 2012 Singapore Credit Facility such that MBS will not have to comply with the leverage or interest coverage covenants for the financial quarters ending, and including, September 30, 2021 through, and including, December 31, 2022 (the "Extended Waiver Period"); (b) extends to March 31, 2022, the deadline for delivering the construction cost estimate and the construction schedule for the MBS Expansion Project; and (c) permits MBS to make dividend payments during the Extended Waiver Period of (i) an unlimited amount if the ratio of its debt to consolidated adjusted EBITDA is lower than or equal to 4.25x and (ii) up to SGD 500 million per fiscal year if the ratio of its debt to consolidated adjusted EBITDA is higher than 4.25x, subject to the additional requirements that (a) the aggregate amount of MBS's cash plus Facility B availability is greater than or equal to SGD 800 million immediately following such dividend payment and (b) MBS's interest coverage ratio is higher than 3.0x. Pursuant to the Second Amendment Letter, MBS paid a customary fee to the lenders that consented. The Company is in the process of reviewing the budget and timing of the MBS expansion due to various factors. As a result, the construction cost estimate and construction schedule were not delivered to the lenders by the March 31, 2022 deadline. The Company does not anticipate material spend related to the MBS Expansion Project prior to the delivery of these items to the lenders.

Debt Covenant Compliance

As of December 31, 2023, management believes the Company was in compliance with all debt covenants. The Company amended its 2018 SCL Credit Facility to, among other things, waive SCL's requirement to comply with financial covenants through January 1, 2024, which include a maximum leverage ratio of total debt to trailing twelve-months adjusted earnings before interest, income taxes, depreciation and amortization, calculated in accordance with the A&R Facility Agreement.

Cash Flows from Financing Activities

Cash flows from financing activities related to long-term debt and finance lease obligations are as follows:

	Year Ended December 31,		
	2023	2022	2021
	(In millions)		
Proceeds from 2027, 2029 and 2031 SCL Senior Notes	\$ —	\$ —	\$ 1,946
Proceeds from 2018 SCL Credit Facility	—	1,200	756
	<u>\$ —</u>	<u>\$ 1,200</u>	<u>\$ 2,702</u>
Repayments on 2023 SCL Senior Notes	\$ —	\$ —	\$ (1,800)
Repayments on 2018 SCL Credit Facility	(1,948)	—	—
Repayments on 2012 Singapore Credit Facility	(62)	(60)	(62)
Repayments on Other Long-Term Debt	(59)	(6)	(5)
	<u>\$ (2,069)</u>	<u>\$ (66)</u>	<u>\$ (1,867)</u>

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Scheduled Maturities of Long-Term Debt

Maturities of long-term debt outstanding (excluding finance leases) as of December 31, 2023, are summarized as follows:

	Long-Term Debt
	(in millions)
2024	\$ 1,894
2025	3,358
2026	3,538
2027	700
2028	1,900
Thereafter	2,700
Total	<u>\$ 14,090</u>

Note 13 — Equity

Preferred Stock

The Company is authorized to issue up to 50,000,000 shares of preferred stock. The Company's Board of Directors is authorized, subject to limitations prescribed by Nevada law and the Company's articles of incorporation, to determine the terms and conditions of the preferred stock, including whether the shares of preferred stock will be issued in one or more series, the number of shares to be included in each series and the powers, designations, preferences and rights of the shares. The Company's Board of Directors also is authorized to designate any qualifications, limitations or restrictions on the shares without any further vote or action by the stockholders.

Common Stock

Dividends

In April 2020, the Company suspended the quarterly dividend program due to the impact of the COVID-19 pandemic and in August 2023, the dividend program was reinstated.

On August 16, 2023 and November 15, 2023, the Company paid a dividend of \$0.20 per common share as part of a regular cash dividend program. During the year ended December 31, 2023, the Company recorded \$305 million as a distribution against retained earnings.

In January 2024, the Company's Board of Directors declared a quarterly dividend of \$0.20 per common share (a total estimated to be approximately \$151 million) to be paid on February 14, 2024, to stockholders of record on February 6, 2024.

Share Repurchases

In June 2018, the Company's Board of Directors authorized the repurchase of \$2.50 billion of its outstanding common stock, which was to expire in November 2020. In October 2020, the Company's Board of Directors authorized the extension of the expiration date of the remaining repurchase amount of \$916 million to November 2022, and in October 2022, the Company's Board of Directors authorized the further extension of the expiration date of the remaining repurchase amount of \$916 million to November 2024. On October 16, 2023, the Company's Board of Directors authorized increasing the remaining share repurchase amount of \$916 million to \$2.0 billion and extending the expiration date from November 2024 to November 3, 2025. Repurchases of the Company's common stock are made at the Company's discretion in accordance with applicable federal securities laws in the open market or otherwise. The timing and actual number of shares to be repurchased in the future will depend on a variety of factors, including the Company's financial position, earnings, legal requirements, other investment opportunities and market conditions. During the year ended December 31, 2023, the Company repurchased 11,121,497 shares of its common stock for \$510 million (including commissions and \$5 million in excise tax) under the Company's current program and during the years ended December 31, 2022 and 2021, no shares of its common stock were repurchased. All share repurchases of the Company's common stock have been recorded as treasury stock in the accompanying balance sheets.

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Included in the 11,121,497 shares mentioned above, 5,783,021 shares were purchased pursuant to an underwriting agreement with Dr. Miriam Adelson and the Miriam Adelson Trust and several underwriters, in which the Company repurchased the shares from the underwriters at a price per share equal to the public offering price, less underwriting discounts and commissions. Refer to "Note 19 — Related Party Transactions."

Rollforward of Shares of Common Stock

A summary of the outstanding shares of common stock is as follows:

Balance as of January 1, 2021	763,842,938
Exercise of stock options	121,710
Issuance of restricted stock	25,104
Balance as of December 31, 2021	763,989,752
Issuance of restricted stock	46,448
Vesting of restricted stock units	211,083
Balance as of December 31, 2022	764,247,283
Exercise of stock options	77,856
Issuance of restricted stock	17,166
Vesting of restricted stock units	233,654
Forfeiture of restricted stock	(5,806)
Repurchase of common stock	(11,121,497)
Balance as of December 31, 2023	753,448,656

Noncontrolling Interests in SCL

Dividends

Subsequent to the February 21, 2020 dividend payment, SCL suspended its dividend payments as a result of the COVID-19 pandemic. SCL will assess the resumption of the dividend program at a time deemed appropriate after taking into account all facts and circumstances.

Prepayment to Purchase Noncontrolling Interest

On December 5, 2023, the Company's wholly owned subsidiary, Venetian Venture Development II ("VVDI II"), entered into a Master Confirmation and Supplemental Confirmation (collectively, the "Forward Purchase Agreement") with a financial institution (the "Dealer") relating to the purchase of the common stock of SCL (the "Forward Purchase Transaction").

Pursuant to the terms of the Forward Agreement, VVDI II made an up-front payment of HKD 1.95 billion (approximately \$250 million at exchange rates as of the date of the transaction) to the Dealer on December 6, 2023, (the "Maximum Notional Amount"), and the Dealer agreed to deliver to VVDI II shares of SCL's common stock in an amount up to the Maximum Notional Amount upon completion. The Maximum Notional Amount is subject to reduction to the extent the share price of SCL's common stock exceeds a cap amount set forth in the Forward Agreement (the "Cap Amount"). Once the up-front payment was made, VVDI II has no further obligation to provide any additional consideration to the Dealer.

The number of shares actually delivered to the Company by the Dealer will be based on the volume-weighted average share price of SCL's common stock during the term of the Forward Transaction subject to the Cap Amount, less an agreed discount.

All purchases under the Forward Purchase Transaction will be completed by June 2024 (the "Scheduled End Date"), although the exact date of completion will depend on whether the Dealer exercises its acceleration option under the Forward Agreement. The Forward Purchase Agreement contains provisions, whereby any unused portion of the Maximum Notional Amount by the Dealer be returned to VVDI II in the form of cash or be used to purchase additional shares of SCL's common stock in open market transactions, at VVDI II's election.

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The Company accounted for the Forward Purchase Agreement as a hybrid instrument consisting of a host contract, the prepayment amount of \$250 million, accounted for as a reduction to equity, and an embedded derivative with nominal fair value. As the embedded derivative had a nominal fair value, no derivative was recorded.

Note 14 — Income Taxes

Consolidated income (loss) before taxes and noncontrolling interests for domestic and foreign operations is as follows:

	Year Ended December 31,		
	2023	2022	2021
	(In millions)		
Foreign	\$ 1,889	\$ (1,090)	\$ (1,091)
Domestic	(114)	(297)	(383)
Total income (loss) from continuing operations before income taxes	<u>\$ 1,775</u>	<u>\$ (1,387)</u>	<u>\$ (1,474)</u>

The components of the income tax expense (benefit) from continuing operations are as follows:

	Year Ended December 31,		
	2023	2022	2021
	(In millions)		
Foreign:			
Current	\$ 261	\$ 136	\$ 32
Deferred	32	(21)	(12)
Federal:			
Current	39	20	8
Deferred	12	19	(33)
Total income tax expense (benefit)	<u>\$ 344</u>	<u>\$ 154</u>	<u>\$ (5)</u>

The reconciliation of the statutory federal income tax rate and the Company's effective tax rate for continuing operations is as follows:

	Year Ended December 31,		
	2023	2022	2021
Statutory federal income tax rate	21.0 %	(21.0)%	(21.0)%
Increase (decrease) in tax rate resulting from:			
Foreign and U.S. tax rate differential	(6.5)%	9.0 %	6.7 %
Tax exempt (income) loss of foreign subsidiary	(4.2)%	4.5 %	0.6 %
Change in valuation allowance	4.0 %	15.8 %	13.1 %
Other, net	5.1 %	2.8 %	0.3 %
Effective tax rate	<u>19.4 %</u>	<u>11.1 %</u>	<u>(0.3)%</u>

The Company's foreign and U.S. tax rate differential reflects the fact that the U.S. tax rate of 21% is higher than the statutory tax rates in Singapore and Macao of 17% and 12%, respectively.

The Company's operations in Macao are subject to a 12% statutory income tax rate, but in connection with the 35% gaming tax, VML and its peers received a corporate income tax exemption in Macao that exempted the Company from paying corporate income tax on profits generated by gaming operations through December 31, 2022. On February 5, 2024, the Macao government provided notice that VML and its peers would continue to receive this exemption for the period January 1, 2023 through December 31, 2027.

Additionally, in April 2019, the Company entered into a shareholder dividend tax agreement with the Macao government, effective through June 26, 2022, providing for payments as a substitution for a 12% tax otherwise due from VML shareholders on dividend distributions paid from VML gaming profits; namely an annual payment of 38

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million patacas (approximately \$5 million at exchange rates in effect on December 31, 2023) for 2021 and a payment of 18 million patacas (approximately \$2 million at exchange rates in effect on December 31, 2023) for the period between January 1, 2022 through June 26, 2022. The Company is in discussions for a new shareholder dividend tax agreement with the Macao government, which would commence effective as of January 1, 2023.

The effective income tax rate for the year ended December 31, 2023 reflects a continuation of the exemption from Macao's corporate income tax on profits generated by the operation of casino games of chance and a new shareholder dividend tax agreement. Consolidated net income attributable to LVSC would have been reduced by \$46 million and diluted earnings per share would have been reduced by \$0.06 per share for the year ended December 31, 2023 without the consideration of the income tax exemption in Macao. The VML gaming losses incurred during 2022 and 2021 did not generate a tax benefit because they were not subject to tax. In September 2013, the Company and the Internal Revenue Service entered into a Pre-Filing Agreement providing the Macao special gaming tax (35% of gross gaming revenue) qualifies as a tax paid in lieu of an income tax and could be claimed as a U.S. foreign tax credit.

The Inflation Reduction Act of 2022 ("IRA") was signed into law on August 16, 2022. The IRA contains numerous provisions including a 15% corporate alternative minimum tax ("CAMT") for certain large corporations that have at least an average of \$1 billion adjusted financial statement income over a consecutive three-year period effective in tax years beginning after December 31, 2022. Applicable corporations would be allowed to claim a credit for the corporate minimum tax paid against regular tax in future years. Based upon the Company's analysis of the IRA and subsequently released guidance, management does not expect the CAMT will have a material effect on our future cash flows and results of operations. The IRA also includes a 1% excise tax on corporate stock repurchases beginning January 1, 2023, which amounted to \$5 million during year ended December 31, 2023.

The primary tax affected components of the Company's net deferred tax liabilities are as follows:

	December 31,	
	2023	2022
	(In millions)	
Deferred tax assets:		
U.S. foreign tax credit carryforwards	\$ 3,575	\$ 3,720
Net operating loss carryforwards	401	481
Research and development	22	—
Stock-based compensation	18	17
Accrued expenses	12	9
Pre-opening expenses	5	—
Provision for credit losses	1	1
Other	3	14
	4,037	4,242
Less — valuation allowances	(3,879)	(4,083)
Total deferred tax assets	158	159
Deferred tax liabilities:		
Property and equipment	(219)	(174)
Prepaid expenses	(2)	(2)
Other	(3)	(4)
Total deferred tax liabilities	(224)	(180)
Deferred tax liabilities, net	\$ (66)	\$ (21)

The Company's U.S. foreign tax credit carryforwards were \$3.61 billion and \$3.76 billion as of December 31, 2023 and 2022, respectively, which expire beginning in 2024 and 2023, respectively. There was a valuation allowance of \$3.49 billion and \$3.61 billion as of December 31, 2023 and 2022, respectively, provided on certain U.S. foreign tax credit carryforwards, as the Company believes these assets do not meet the "more-likely-than-not" criteria for recognition. Net operating loss carryforwards for the Company's foreign subsidiaries were \$3.28 billion and \$3.96 billion as of December 31, 2023 and 2022, respectively, which expire beginning in 2024 and 2023,

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

respectively. There are valuation allowances of \$394 million and \$475 million as of December 31, 2023 and 2022, respectively, provided on the net deferred tax assets of certain foreign jurisdictions, as the Company believes these assets do not meet the "more-likely-than-not" criteria for recognition.

Undistributed earnings of subsidiaries are accounted for as a temporary difference, except deferred tax liabilities are not recorded for undistributed earnings of foreign subsidiaries deemed to be indefinitely reinvested in foreign jurisdictions. The Company does not consider current year's tax earnings and profits of its foreign subsidiaries to be indefinitely reinvested. Beginning with the year ended December 31, 2015, the Company's major foreign subsidiaries distributed, and may continue to distribute, earnings in excess of their current year's tax earnings and profits in order to meet the Company's liquidity needs. To the extent the Company has indefinitely reinvested earnings in foreign jurisdictions, it does not expect withholding taxes or other foreign income taxes to apply should these earnings be distributed in the form of dividends or otherwise.

A reconciliation of the beginning and ending amounts of unrecognized tax benefits, is as follows:

	December 31,		
	2023	2022	2021
	(In millions)		
Balance at the beginning of the year	\$ 136	\$ 136	\$ 131
Reductions to tax positions related to prior years	(3)	(15)	(4)
Additions to tax positions related to current year	8	15	9
Balance at the end of the year	<u>\$ 141</u>	<u>\$ 136</u>	<u>\$ 136</u>

As of December 31, 2023, 2022 and 2021, unrecognized tax benefits of \$36 million, \$36 million and \$57 million, respectively, were recorded as reductions to the U.S. foreign tax credit deferred tax asset. As of December 31, 2023, 2022 and 2021, unrecognized tax benefits of \$105 million, \$100 million and \$79 million, respectively, were recorded in "Other long-term liabilities."

Included in the unrecognized tax benefit balance as of December 31, 2023, 2022 and 2021, are \$122 million, \$122 million and \$126 million, respectively, of uncertain tax benefits that would affect the effective income tax rate if recognized.

The Company's major tax jurisdictions are the U.S., Macao and Singapore. The Company could be subject to examination for tax years beginning in 2019 in Macao and Singapore and tax years 2010 through 2015 and 2020 through 2022 in the U.S. The Company believes it has adequately reserved and provided for its uncertain tax positions; however, there is no assurance the taxing authorities will not propose adjustments that are different from the Company's expected outcome and it could impact the provision for income taxes.

The Company recognizes interest and penalties, if any, related to unrecognized tax positions in the provision for income taxes in the accompanying consolidated statement of operations. Interest and penalties of \$19 million, \$13 million and \$10 million were accrued as of December 31, 2023, 2022 and 2021, respectively. The Company does not expect a significant increase or decrease in unrecognized tax benefits over the next twelve months.

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Note 15 — Fair Value Disclosures

As of December 31, 2023 and 2022, the amounts of the Company's assets and liabilities that were accounted for at fair value were immaterial.

The following table presents the carrying amounts and estimated fair values of financial instruments held or issued by the Company as of December 31, 2023 and 2022, using available market information. Determining fair value is judgmental in nature and requires market assumptions and/or estimation methodologies. The table excludes cash, restricted cash, accounts receivables, net, and accounts payable, all of which had fair values approximating their carrying amounts due to the short maturities and liquidity of these instruments.

	December 31, 2023		
	Carrying Amount	Hierarchy Level	
		Level 1	Level 2
	(in millions)		
Assets:			
Cash equivalents			
Cash deposits	\$ 2,153	\$ 2,153	
Money market funds	52	52	
U.S. Treasury Bills	1,124	1,124	
Loan Receivable ⁽¹⁾	1,194		\$ 1,130
Liabilities:			
Long-term debt ⁽²⁾	14,090		13,526
	December 31, 2022		
	Carrying Amount	Hierarchy Level	
		Level 1	Level 2
	(in millions)		
Assets:			
Cash equivalents			
Cash deposits	\$ 3,249	\$ 3,249	
Money market funds	134	134	
Loan Receivable ⁽¹⁾	1,165		\$ 1,078
Liabilities:			
Long-term debt ⁽²⁾	16,060		15,140

(1) The fair value is estimated based on level 2 inputs and reflects the increase in market interest rates since finalizing the terms of the loan receivable at a fixed interest rate on March 2, 2021.

(2) The estimated fair value of our long-term debt is based on recent trades, if available, and indicative pricing from market information (level 2 inputs).

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

Note 16 — Leases

Lessee

The Company has operating and finance leases for various real estate (including leasehold interests in land) and equipment. Certain of these lease agreements include rental payments adjusted periodically for inflation, rental payments based on usage and rental payments contingent on certain events occurring. Certain of the Company's leases include options to extend the lease term by one month to 10 years. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

Nassau Coliseum

In conjunction with the Nassau Coliseum Transaction, the seller assigned their lease of the land on which the related assets, including the Nassau Coliseum and other improvements, are affixed (the "Original Lease") to the Company. Immediately following this assignment, the Company entered into a new land lease agreement with the County of Nassau (the "County") in the State of New York, for the use and exclusive right to develop and operate assets on the land (the "New Lease"), which commenced on June 2, 2023.

On April 18, 2023, Hofstra University ("Hofstra") filed a petition against the Nassau County Planning Commission (the "Planning Commission") in the New York Supreme Court, County of Nassau, asserting, among other things, that certain meetings held by the Planning Commission concerning the New Lease and certain related transactions were not properly noticed and/or held, and that appropriate materials concerning the meetings were not made available to the public by the Planning Commission in connection with the meetings. On May 31, 2023, Hofstra filed an amended petition that, among other things, added additional respondents and sought to invalidate certain votes held by the County and the Nassau County Legislature. The Company is not a party to these proceedings.

In a decision and order dated November 9, 2023, the Court annulled various votes held by the Nassau County Legislature, annulled the New Lease and remitted the matter to the Planning Commission and the Nassau County Legislature to conduct a proper public hearing in accordance with all relevant statutes and rules, including the Nassau County Administrative Code and the Open Meetings law and for the issuance of a positive declaration pursuant to the New York State Environmental Quality Review Act and for the preparation of an Environmental Impact Statement. On November 10, 2023, the respondents appealed the decision and order and on November 21, 2023, Hofstra cross-appealed. On December 13, 2023, the Appellate Division: Second Judicial Department denied respondents' motion to stay enforcement of the decision and order pending the appeal, but granted a calendar preference, indicating that the appeal will be calendared expeditiously after all briefs have been filed. With the invalidation of the New Lease noted above, the Company became the lessee in the Original Lease. This was accounted for as a lease modification on December 14, 2023. Prior to the invalidation of the New Lease, the Company made the required lease payments, including a one-time rent payment of \$54 million made under the finance lease liability included in cash flows used in financing activities. On January 29, 2024, Hofstra filed a motion seeking a declaration that the Court's prior order included the annulment of Nassau County's consent and the putative assignment to the Company of the Original Lease.

The Original Lease was accounted for as an operating lease and includes approximately 61 acres of land and a remaining lease term of 26 years. The Company is required to make annual rent payments in the amounts and at the times specified in the Original Lease. As of December 31, 2023, the operating lease ROU asset and lease liability were \$153 million and \$79 million, respectively. Refer to "Note 9 — Goodwill and Intangible Assets, Net" for further details on this transaction.

In the accompanying consolidated balance sheet, the Original Lease ROU asset is included in "Leasehold interests in land, net" and the noncurrent portion of the related lease liability is included in "Other long-term liabilities."

The Original Lease future minimum lease payments are \$4 million for the year ending December 31, 2024, \$5 million for each of the years ending December 31, 2025 through 2028, and \$124 million thereafter.

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

Lessee Disclosures

Leases recorded on the balance sheet consist of the following (excluding the leasehold interests in land assets; see "Note 8 — Leasehold Interests in Land, Net");

Leases	Classification on the Balance Sheet	December 31,	
		2023	2022
(In millions)			
Assets			
Operating lease ROU assets	Other assets, net	\$ 53	\$ 23
Finance lease ROU assets	Property and equipment, net ⁽¹⁾	\$ 5	\$ 10
Liabilities			
Current			
Operating	Other accrued liabilities	\$ 19	\$ 13
Finance	Current maturities of long-term debt	\$ 9	\$ 8
Noncurrent			
Operating	Other long-term liabilities	\$ 252	\$ 157
Finance	Long-term debt	\$ 9	\$ 13

(1) Finance lease ROU assets are recorded net of accumulated depreciation of \$23 million and \$26 million as of December 31, 2023 and 2022, respectively.

Other information related to lease term and discount rate is as follows:

	December 31,	
	2023	2022
Weighted Average Remaining Lease Term		
Operating leases	26.6 years	32.0 years
Finance leases	2.1 years	2.5 years
Weighted Average Discount Rate		
Operating leases	5.0 %	4.9 %
Finance leases	6.3 %	4.9 %

The components of lease expense are as follows:

	December 31,		
	2023	2022	2021
(In millions)			
Operating lease cost:			
Amortization of leasehold interests in land	\$ 56	\$ 55	\$ 56
Operating lease cost	14	21	14
Short-term lease cost	5	4	1
Variable lease cost	11	2	2
Finance lease cost:			
Amortization of leasehold interests in land	2	—	—
Amortization of ROU assets	4	5	8
Interest on lease liabilities	6	1	1
Total lease cost	\$ 98	\$ 88	\$ 82

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
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Supplemental cash flow information related to leases is as follows:

	December 31,		
	2023	2022	2021
	(In millions)		
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows for operating leases	\$ 17	\$ 14	\$ 16
Financing cash flows for finance leases	\$ 57	\$ 4	\$ 5
Right-of-use assets obtained in exchange for lease liabilities:			
Operating leases	\$ 194	\$ 8	\$ 10
Finance leases	\$ 1	\$ 1	\$ 9

As of December 31, 2023, the Company has short-term lease commitments of \$37 million.

Maturities of lease liabilities are summarized as follows:

Year ending December 31,	Operating Leases	Finance Leases
	(In millions)	
2024	\$ 26	\$ 10
2025	20	8
2026	19	1
2027	18	—
2028	16	—
Thereafter	408	—
Total future minimum lease payments	507	19
Less — amount representing interest	(236)	(1)
Present value of future minimum lease payments	271	18
Less — current lease obligations	(149)	(9)
Long-term lease obligations	<u>\$ 252</u>	<u>\$ 9</u>

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Lessor

The Company leases space at several of its Integrated Resorts to various third parties as part of its mall operations that are recorded within mall revenues, as well as restaurant and retail space that are recorded within convention, retail and other revenues. These leases are non-cancelable operating leases with remaining lease periods that vary from one month to 20 years. The leases include minimum base rents with escalated contingent rent clauses.

Lease revenue consists of the following:

	Year Ended December 31,					
	2023		2022		2021	
	Mall	Other	Mall	Other	Mall	Other
	(In millions)					
Minimum rents	\$ 503	\$ 1	\$ 484	\$ 1	\$ 505	\$ 1
Overage rents	166	—	78	—	115	—
Rent concessions ⁽¹⁾	—	—	(70)	—	(65)	—
Other ⁽²⁾	—	—	—	—	6	—
Total overage rents and rent concessions	<u>166</u>	<u>—</u>	<u>8</u>	<u>—</u>	<u>56</u>	<u>—</u>
	<u>\$ 669</u>	<u>\$ 1</u>	<u>\$ 492</u>	<u>\$ 1</u>	<u>\$ 561</u>	<u>\$ 1</u>

- (1) Rent concessions were provided to tenants during the years ended December 31, 2022 and 2021 as a result of the COVID-19 pandemic and the impact on mall operations.
- (2) Amount related to a grant provided by the Singapore government to lessors to support small and medium enterprises impacted by the COVID-19 pandemic in connection with their rent obligations.

Future minimum rentals (excluding the escalated contingent rent clauses) on non-cancelable leases are as follows:

Year ending December 31,	Mall	Other
	(In millions)	
2024	\$ 497	\$ 1
2025	370	—
2026	295	—
2027	239	—
2028	186	—
Thereafter	225	—
Total minimum future rentals	<u>\$ 1,812</u>	<u>\$ 1</u>

The cost and accumulated depreciation of property and equipment the Company is leasing to third parties is as follows:

	December 31,	
	2023	2022
	(In millions)	
Property and equipment, at cost	\$ 1,573	\$ 1,554
Accumulated depreciation	(773)	(711)
Property and equipment, net	<u>\$ 800</u>	<u>\$ 843</u>

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

Note 17 — Commitments and Contingencies

Litigation

The Company is involved in other litigation in addition to those noted below, arising in the normal course of business. Management has made certain estimates for potential litigation costs based upon consultation with legal counsel. Actual results could differ from these estimates; however, in the opinion of management, such litigation and claims will not have a material effect on the Company's financial condition, results of operations and cash flows.

Asian American Entertainment Corporation, Limited v. Venetian Macau Limited, et al.

On January 19, 2012, Asian American Entertainment Corporation, Limited ("AAEC" or "Plaintiff") filed a claim with the Macao First Instance Court against VML, LVS (Nevada) International Holdings, Inc. ("LVS (Nevada)"), Las Vegas Sands, LLC ("LVSLLC") and Venetian Casino Resort ("VCR") (collectively, the "Defendants") for 3.0 billion patacas (approximately \$373 million at exchange rates in effect on December 31, 2023), which alleges a breach of agreements entered into between AAEC and LVS (Nevada), LVSLLC and VCR (collectively, the "U.S. Defendants") for their joint presentation of a bid in response to the public tender held by the Macao government for the award of gaming concessions at the end of 2001.

On March 24, 2014, the Macao First Instance Court issued a decision holding that AAEC's claim against VML is unfounded and that VML be removed as a party to the proceedings. On May 8, 2014, AAEC lodged an appeal against that decision and the appeal is currently pending.

On June 5, 2015, the U.S. Defendants applied to the Macao First Instance Court to dismiss the claims against them as res judicata based on the dismissal of prior action in the United States that had alleged similar claims. On March 16, 2016, the Macao First Instance Court dismissed the defense of res judicata. An appeal against that decision was lodged by U.S. Defendants on April 7, 2016. At the end of December 2016, all the appeals were transferred to the Macao Second Instance Court.

Evidence gathering by the Macao First Instance commenced by letters rogatory, which was completed on March 14, 2019.

On July 15, 2019, AAEC submitted a request to the Macao First Instance Court to increase the amount of its claim to 96.45 billion patacas (approximately \$11.98 billion at exchange rates in effect on December 31, 2023), allegedly representing lost profits from 2004 to 2018, and reserving its right to claim for lost profits up to 2022. On September 4, 2019, the Macao First Instance Court allowed AAEC's amended request. The U.S. Defendants appealed the decision allowing the amended claim on September 17, 2019; the Macao First Instance Court accepted the appeal on September 26, 2019, and that appeal is currently pending.

On April 16, 2021, the U.S. Defendants moved to reschedule the trial because of the ongoing COVID-19 pandemic. The Macao First Instance Court denied the U.S. Defendants' motion on May 28, 2021. The U.S. Defendants appealed that ruling on June 16, 2021, and that appeal is currently pending.

The trial began on June 16, 2021. By order dated June 17, 2021, the Macao First Instance Court scheduled additional trial dates in late 2021 to hear witnesses who were subject to COVID-19 travel restrictions that prevented or severely limited their ability to enter Macao. The U.S. Defendants appealed certain aspects of the Macao First Instance Court's June 17, 2021 order, and that appeal is currently pending.

On July 10, 2021, the U.S. Defendants were notified of an invoice for supplemental court fees totaling 93 million patacas (approximately \$12 million at exchange rates in effect on December 31, 2023) based on Plaintiff's July 15, 2019 amendment. By motion dated July 20, 2021, the U.S. Defendants moved for an order withdrawing that invoice. The Macao First Instance Court denied that motion by order dated September 11, 2021. The U.S. Defendants appealed that order on September 23, 2021, and that appeal is currently pending. By order dated September 29, 2021, the Macao First Instance Court ordered that the invoice for supplemental court fees be stayed pending resolution of that appeal.

From December 17, 2021 to January 19, 2022, Plaintiff submitted additional documents to the court file and disclosed written reports from two purported experts, who calculated Plaintiff's damages at 57.88 billion patacas and

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62.29 billion patacas (approximately \$7.19 billion and \$7.74 billion, respectively, at exchange rates in effect on December 31, 2023).

On April 28, 2022, the Macao First Instance Court entered a judgment for the U.S. Defendants. The Macao First Instance Court also held that Plaintiff litigated certain aspects of its case in bad faith.

Plaintiff filed a notice of appeal from the Macao First Instance Court's judgment on May 13, 2022. That appeal is fully briefed and remains pending with the Macao Second Instance Court.

On September 19, 2022, the U.S. Defendants were notified of an invoice for appeal court fees totaling 48 million patacas (approximately \$6 million at exchange rates in effect on December 31, 2023). By motion dated September 29, 2022, the U.S. Defendants moved the Macao First Instance Court for an order withdrawing that invoice. The Macao First Instance Court denied that motion by order dated October 24, 2022. The U.S. Defendants appealed that order on November 10, 2022 and on January 6, 2023, submitted the appeal brief, and that appeal remains pending.

On October 9, 2023, the U.S. Defendants were notified that the Macao Second Instance Court had invited Plaintiff to amend its appeal brief, primarily to separate out matters of fact from matters of law, and Plaintiff had submitted an amended appeal brief on October 5, 2023. The U.S. Defendants responded to Plaintiff's amended appeal brief on October 30, 2023. On November 8, 2023, the Macao Second Instance Court issued an order concluding that Plaintiff may have litigated in bad faith by exceeding the scope of permissible amendments to its appeal brief and invited responses from the parties. Plaintiff moved for clarification of the November 8 order on November 22, 2023, and the U.S. Defendants responded to the November 8 order on November 23, 2023. On January 5, 2024, the Macao Second Instance Court rejected Plaintiff's request for clarification. This matter is currently pending the Macao Second Instance Court's decision.

Management has determined that, based on proceedings to date, it is currently unable to determine the probability of the outcome of this matter or the range of reasonably possible loss, if any. The Company intends to defend this matter vigorously.

The Daniels Family 2001 Revocable Trust v. LVSC, et al.

On October 22, 2020, The Daniels Family 2001 Revocable Trust, a putative purchaser of the Company's shares, filed a purported class action complaint in the U.S. District Court against LVSC, Sheldon G. Adelson and Patrick Dumont. The complaint asserts violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and alleges that LVSC made materially false or misleading statements, or failed to disclose material facts, from February 27, 2016 through September 15, 2020, with respect to its operations at Marina Bay Sands, its compliance with Singapore laws and regulations, and its disclosure controls and procedures.

On January 5, 2021, the U.S. District Court entered an order appointing Carl S. Ciaccio and Donald M. DeSalvo as lead plaintiffs ("Lead Plaintiffs"). On March 8, 2021, Lead Plaintiffs filed a purported class action amended complaint against LVSC, Sheldon G. Adelson, Patrick Dumont, and Robert G. Goldstein, alleging similar violations of Sections 10(b) and 20(a) of the Exchange Act over the same time period of February 27, 2016 through September 15, 2020. On March 22, 2021, the U.S. District Court granted Lead Plaintiffs' motion to substitute Dr. Miriam Adelson, in her capacity as the Special Administrator for the estate of Sheldon G. Adelson, for Sheldon G. Adelson as a defendant in this action.

On May 7, 2021, the defendants filed a motion to dismiss the amended complaint, which on March 28, 2022, the U.S. District Court granted in its entirety. The U.S. District Court dismissed certain claims with prejudice, but granted Lead Plaintiffs leave to amend the complaint with respect to the other claims by April 18, 2022. On April 8, 2022, Lead Plaintiffs filed a motion for reconsideration and to extend time to file an Amended Complaint. The defendants filed an opposition to the motion on April 22, 2022.

On April 18, 2022, Lead Plaintiffs filed a second amended complaint. On May 18, 2022, the defendants filed a motion to dismiss the second amended complaint, and briefing was completed on July 8, 2022.

On August 8, 2023, the U.S. District Court denied Lead Plaintiffs' motion for reconsideration, and granted in part and denied in part the defendants' motion to dismiss the second amended complaint. The U.S. District Court dismissed Lead Plaintiffs' allegations pertaining to the challenged statements that were made in 2016, 2017 and

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

2018, but allowed the allegations pertaining to the challenged statements from 2019 and 2020 to proceed. On August 22, 2023, the defendants filed a motion for partial reconsideration, requesting that the U.S. District Court reconsider its denial of the motion to dismiss with respect to the challenged statements from 2019 and 2020. If the motion for partial reconsideration is granted, this would result in dismissal of the second amended complaint. The defendants also moved, in the event the motion for partial reconsideration is not granted, for certification for interlocutory appeal of the U.S. District Court's order allowing the challenged statements from 2019 and 2020 to proceed. The defendants simultaneously filed a motion for a stay pending adjudication of the motion for reconsideration, which requests a stay of all discovery and case deadlines. Briefing on both motions was completed on September 12, 2023. On December 19, 2023, the U.S. District Court granted the defendants' motion for partial reconsideration and, on January 2, 2024, entered an amended order granting the defendants' motion to dismiss the second amended complaint in its entirety. The U.S. District Court also granted Lead Plaintiffs leave to file an amended complaint by January 18, 2024. In addition, in light of its granting the motion for partial reconsideration, the U.S. District Court denied the defendants' motion for a stay of discovery and case deadlines as moot. On January 18, 2024, Lead Plaintiffs informed Defendants that they would not be filing an amended complaint.

Management has determined that based on proceedings to date, it is currently unable to determine the probability of the outcome of this matter or the range of reasonably possible loss, if any. The Company intends to defend this matter vigorously.

Turesky v. Sheldon G. Adelson, et al.

On December 28, 2020, Andrew Turesky filed a putative shareholder derivative action on behalf of the Company in the U.S. District Court, against Sheldon G. Adelson, Patrick Dumont, Robert G. Goldstein, Irwin Chafetz, Micheline Chau, Charles D. Forman, Steven L. Gerard, George Jamieson, Charles A. Koppelman, Lewis Kramer and David F. Levi, all of whom are current or former directors and/or officers of LVSC. The complaint asserts claims for breach of fiduciary duty, unjust enrichment, waste of corporate assets, abuse of control, gross mismanagement, violations of Sections 10(b), 14(a) and 20(a) of the Exchange Act and for contribution under Sections 10(b) and 21D of the Exchange Act. On February 24, 2021, the U.S. District Court entered an order granting the parties' stipulation to stay this action in light of the Daniels Family 2001 Revocable Trust putative securities class action (the "Securities Action"). Subject to the terms of the parties' stipulation, this action is stayed until 30 days after the final resolution of the motion to dismiss in the Securities Action. On March 11, 2021, the U.S. District Court granted the plaintiff's motion to substitute Dr. Miriam Adelson, in her capacity as the Special Administrator for the estate of Sheldon G. Adelson, for Sheldon G. Adelson as a defendant in this action. This action is in a preliminary stage and management has determined that based on proceedings to date, it is currently unable to determine the probability of the outcome of this matter or the range of reasonably possible loss, if any. The Company intends to defend this matter vigorously.

Commitments

Macao Concession

Annual Premium

Under the Macao Concession, the Company is obligated to pay to the Macao government an annual gaming premium with a fixed portion and a variable portion based on the number and type of gaming tables it employs and gaming machines it operates. The fixed portion of the premium is equal to 30 million patacas (approximately \$4 million at exchange rates in effect on December 31, 2023). The variable portion is equal to 300,000 patacas per gaming table reserved exclusively for certain kinds of games or players, 150,000 patacas per gaming table not so reserved and 1,000 patacas per electrical or mechanical gaming machine, including slot machines (approximately \$37,274, \$18,637 and \$124, respectively, at exchange rates in effect on December 31, 2023), subject to a minimum of 76 million patacas (approximately \$9 million at exchange rates in effect on December 31, 2023). Based on the gaming tables and gaming machines (which is at the maximum number of tables and machines currently allowed by the Macao government) in operation as of December 31, 2023, the annual premium payable to the Macao government is approximately \$40 million during each of the next five years ending December 31, 2028, and approximately \$158 million in aggregate thereafter through the termination of the Concession in December 2032.

The Company is also obligated to pay a special gaming tax of 35% of gross gaming revenues and applicable withholding taxes. Under the Concession, the Company must also contribute 5% of its gross gaming revenue to

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

utilities designated by the Macao government, a portion of which must be used for promotion of tourism in Macao. Additionally, under the Concession, the Company is also obligated to pay a special annual gaming premium if the average of the gross gaming revenues of the Company's gaming tables and electrical or mechanical gaming machines, including slot machines, is lower than a certain minimum amount determined by the Macao government; such special premium being the difference between the gaming tax based on the actual gross gaming revenues and that of the specified minimum amount; this minimum amount has been set by the Macao government at 7 million patacas per gaming table and 300,000 patacas per gaming machine (approximately \$1 million and \$37,274, respectively, at exchange rates in effect on December 31, 2023), for an annual total of 4.50 billion patacas (approximately \$560 million at exchange rates in effect on December 31, 2023) based on the maximum number of gaming tables and gaming machines the Company is currently authorized to operate. No special annual gaming premium was paid for the year ended December 31, 2023.

Handover Record

Pursuant to the Handover Record, the Company is required to make annual payments of 750 patacas per square meter for the first three years and 2,500 patacas per square meter for the following seven years (approximately \$93 and \$311, respectively, at exchange rates in effect on December 31, 2023). The annual payment of 750 patacas per square meter will be adjusted with the Macao average price index of the corresponding preceding year for years two and three and the annual payment of 2,500 patacas per square meter will be adjusted with the Macao average price index of the corresponding preceding year for years five through ten. The annual fee for the next two years is approximately \$13 million and \$42 million for the next seven years, subject to the Macao average price index adjustment mentioned above.

Committed Investment

Under the Concession, the Company is obligated to develop certain gaming and non-gaming investment projects by December 2032 in connection with, among others, attraction of international visitors, conventions and exhibitions, entertainment shows, sporting events, culture and art, health and wellness and themed attractions, as well as support Macao's position as a city of gastronomy and increase community and maritime tourism, and we are required to invest, or cause to be invested, at least 30.24 billion patacas (approximately \$3.76 billion at exchange rates in effect on December 31, 2023), including 27.80 billion patacas (approximately \$3.45 billion at exchange rates in effect on December 31, 2023) on non-gaming projects. Pursuant to the concession agreement, the Company is required to increase its investment in non-gaming projects by 20% as Macao's annual market gross gaming revenue exceeded 180 billion patacas (approximately \$22.36 billion at exchange rates in effect on December 31, 2023) for the year ended December 31, 2023. Consequently, the Company is required to invest, or cause to be invested, an additional 5.56 billion patacas (approximately \$691 million at exchange rates in effect on December 31, 2023) in non-gaming investment projects by December 2032.

Non-Cancelable Contractual Obligations

The Company's non-cancelable contractual obligations (excluding operating leases and the Macao annual gaming premium mentioned above) is \$724 million as of December 31, 2023. The amount excludes open purchase orders with the Company's suppliers that have not yet been received as these agreements generally allow the Company the option to cancel, reschedule and adjust terms based on the Company's business needs prior to the delivery of goods or performance of services. These obligations consist primarily of certain hotel management and service agreements. Some of the Company's hotel properties operate pursuant to management agreements with various experienced third-party hotel operators (management companies), whereby the management company controls the day-to-day operations of each of these hotels, and the Company is granted limited approval rights with respect to certain of the management company's actions. The non-cancelable period of the Company's management agreements ranges from 14 to 40 years with various extension provisions and some with early termination options. Each management company receives a base management fee, generally a percentage of revenue as defined. There are also monthly fees for certain support services and some also include incentive fees based on attaining certain financial thresholds. Additionally, the Company's non-cancelable contractual obligations also include agreements with certain celebrities and professional sports leagues and teams for the hosting of events, advertising, marketing, promotional and sponsorship opportunities in order to promote the Company's brand and services.

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
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Note 18 — Stock-Based Compensation

The Company has two equity plans that allow for the grants of stock-based compensation awards of the Company's common stock and ordinary shares of SCL (the "2004 Plan" and the "SCL Equity Plan," respectively), which are described below. The 2004 Plan provides for the granting of equity awards pursuant to the applicable provisions of the Internal Revenue Code and regulations in the United States.

Las Vegas Sands Corp. 2004 Equity Award Plan

The 2004 Plan gives the Company a competitive edge in attracting, retaining and motivating employees, directors and consultants and to provide the Company with a stock plan providing incentives directly related to increases in its stockholder value. Any of the Company's subsidiaries' or affiliates' employees, directors or officers and many of its consultants are eligible for awards under the 2004 Plan. The 2004 Plan provided for an aggregate of 26,344,000 shares of the Company's common stock to be available for awards. The 2004 Plan originally had a term of ten years, but in June 2014, the Company's Board of Directors approved an amendment to the 2004 Plan, extending the term to December 2019. In May 2019, the Board of Directors and stockholders approved the adoption of the Las Vegas Sands Corp. Amended and Restated 2004 Equity Award Plan (the "Amended 2004 Plan"), which extended the term of the Amended 2004 Plan through December 2024 and increased the number of shares of common stock available for grants by 10,000,000 shares. The compensation committee may grant awards of nonqualified stock options, incentive (qualified) stock options, stock appreciation rights, restricted stock awards, restricted stock units, stock bonus awards, performance compensation awards or any combination of the foregoing. As of December 31, 2023, there were 1,348,784 shares available for grant under the Amended 2004 Plan.

Stock option awards are granted with an exercise price equal to the fair market value (as defined in the Amended 2004 Plan) of the Company's stock on the date of grant. The outstanding stock options generally vest over three to four years and have a contractual term of ten years. Compensation cost for all stock option grants, which all have graded vesting, is recognized on a straight-line basis over the awards' respective requisite service periods. The Company estimates the fair value of stock options using the Black-Scholes option-pricing model. Expected volatilities are based on the Company's historical volatility for a period equal to the expected life of the stock options. The expected option life is based on the contractual term of the option as well as historical exercise and forfeiture behavior. The risk-free interest rate for periods equal to the expected term of the stock option is based on the U.S. Treasury yield curve in effect at the time of grant. The expected dividend yield is based on the estimate of annual dividends expected to be paid at the time of the grant.

Under the 2004 Plan, the Company granted restricted stock to eligible employees ("restricted stock units") and restricted stock to non-employee directors ("restricted stock"). Such restricted stock units generally vest over three years or other periods subject to approval and the restricted stock vests on the earlier to occur of the first anniversary of the date of grant and the date of the Company's annual meeting of stockholders in the calendar year following the date of grant, in each case, provided that the director is still serving on the Board on the vesting date. Grantees are entitled to any accumulated dividends in cash upon vesting.

Sands China Ltd. Equity Award Plan

The SCL Equity Plan gives SCL a competitive edge in attracting, retaining and motivating employees, directors and consultants and to provide SCL with a stock plan providing incentives directly related to increases in its stockholder value. Subject to certain criteria as defined in the SCL Equity Plan, SCL's subsidiaries' or affiliates' employees, directors or officers and its consultants are eligible for awards under the SCL Equity Plan.

The SCL 2009 Equity Plan had a term of ten years, which expired on November 30, 2019, and no further awards may be granted after the expiration of the term. All existing awards previously granted under the SCL 2009 Equity Plan, but which are unexercised or unvested, will remain valid and (where applicable) exercisable in accordance with their terms of grant despite the expiration of the SCL 2009 Equity Plan. The 2019 Equity Award Plan was approved by SCL's shareholders on May 24, 2019, and took effect on December 1, 2019, with materially the same terms of the 2009 Equity Plan. As of December 31, 2023, there were 805,319,139 shares of SCL's ordinary shares common stock available for grant under the 2019 Equity Plan. SCL's remuneration committee may grant awards of stock options, stock appreciation rights, restricted stock awards, restricted stock units, stock bonus awards, performance compensation awards or any combination of the foregoing pursuant to the SCL 2019 Equity Plan.

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

Stock option awards are granted with an exercise price not less than the highest of (i) the closing price of SCL's stock on the date of grant, which must be a business day, (ii) the average closing price of SCL's stock for the five business days immediately preceding the date of grant and (iii) the nominal value of a SCL stock, which is \$0.01. The outstanding stock options generally vest over four years and have contractual terms of ten years. Compensation cost for all stock option grants, which generally have graded vesting is recognized on a straight-line basis over the awards' respective requisite service periods. SCL estimates the fair value of stock options using the Black-Scholes option-pricing model. Expected volatilities are based on SCL's historical volatility for a period equal to the expected life of the stock options. The expected option life is based on the contractual term of the option as well as historical exercise and forfeiture behavior. The risk-free interest rate for periods equal to the expected term of the stock option is based on the Hong Kong Government Bond rate in effect at the time of the grant. The expected dividend yield is based on the estimate of annual dividends expected to be paid at the time of the grant.

Under the SCL 2009 Equity Plan and the SCL 2019 Equity Plan, SCL granted restricted share units to eligible employees. Such restricted share units generally vest over three years or other periods subject to approval. Grantees are entitled to a future cash payment that is equivalent to the fair value of the restricted share unit and any accumulated dividends in cash upon vesting.

Stock-Based Compensation Activity

The fair value of each option grant was estimated on the grant date using the Black-Scholes option-pricing model with the following weighted average assumptions:

	Year Ended December 31,		
	2023	2022	2021
LVSC Amended 2004 Plan:			
Weighted average volatility	26.1 %	26.0 %	25.1 %
Expected term (in years)	8.4	6.3	5.5
Risk-free rate	4.0 %	2.1 %	0.9 %
Expected dividend yield	1.7 %	— %	— %
SCL Equity Plan:			
Weighted average volatility	— %	43.7 %	— %
Expected term (in years)	—	7.2	—
Risk-free rate	— %	2.7 %	— %
Expected dividend yield	— %	— %	— %

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A summary of the stock option activity for the Company's equity award plans for the year ended December 31, 2023, is presented below:

	Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value (in millions)
LVSC Amended 2004 Plan:				
Outstanding as of January 1, 2023	14,538,774	\$ 48.09		
Granted	510,157	48.63		
Exercised	(79,121)	46.95		
Forfeited or expired	(55,432)	65.11		
Outstanding as of December 31, 2023	<u>14,914,378</u>	<u>\$ 48.04</u>	<u>5.60</u>	<u>\$ 80</u>
Exercisable as of December 31, 2023	<u>10,250,558</u>	<u>\$ 50.82</u>	<u>4.70</u>	<u>\$ 45</u>
SCL Equity Plan:				
Outstanding as of January 1, 2023	48,400,900	\$ 4.84		
Exercised	(190,700)	3.46		
Forfeited or expired	(3,884,850)	4.92		
Outstanding as of December 31, 2023	<u>44,325,350</u>	<u>\$ 4.84</u>	<u>4.00</u>	<u>\$ 2</u>
Exercisable as of December 31, 2023	<u>41,025,330</u>	<u>\$ 5.05</u>	<u>3.62</u>	<u>\$ —</u>

A summary of the unvested restricted stock and restricted stock units under the Company's equity award plans for the year ended December 31, 2023, is presented below:

	Shares	Weighted Average Grant Date Fair Value
LVSC Amended 2004 Plan:		
<i>Unvested Restricted Stock</i>		
Balance as of January 1, 2023	40,642	\$ 30.14
Granted	17,166	61.15
Vested	(34,836)	30.14
Forfeited	(5,806)	30.14
Balance as of December 31, 2023	<u>17,166</u>	<u>\$ 61.15</u>
<i>Unvested Restricted Stock Units</i>		
Balance as of January 1, 2023	575,262	\$ 47.99
Granted	577,636	57.77
Vested	(265,265)	48.10
Forfeited	(6,993)	43.66
Balance as of December 31, 2023	<u>880,640</u>	<u>\$ 54.14</u>
SCL Equity Plan:		
<i>Unvested Restricted Stock Units</i>		
Balance as of January 1, 2023	21,157,564	\$ 2.79
Granted	6,792,000	3.44
Vested	(9,315,592)	2.92
Forfeited	(742,976)	2.79
Balance as of December 31, 2023	<u>17,890,996</u>	<u>\$ 2.98</u>

The grant date fair value of SCL's restricted stock unit awards is the share price of SCL's ordinary stock at the respective grant date. The fair value of these awards is remeasured each reporting period until the vesting dates. Upon settlement, SCL will pay the grantees an amount in cash calculated based on the closing price of SCL's stock on the vesting date or higher of (i) the closing price of SCL's stock on the vesting date, and (ii) the average closing price of SCL's stock for the five trading days immediately preceding the vesting date. The accrued liability

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associated with these cash-settled restricted stock units was \$32 million and \$34 million as of December 31, 2023 and 2022, respectively.

As of December 31, 2023, under the Amended 2004 Plan there was \$36 million and \$31 million of unrecognized compensation cost related to unvested stock options and unvested restricted stock and stock units, respectively. The stock option and restricted stock and stock unit costs are expected to be recognized over a weighted average period of 2.7 years, and 1.8 years, respectively.

As of December 31, 2023, under the SCL Equity Plan there was \$3 million and \$21 million of unrecognized compensation cost related to unvested stock options and unvested restricted stock units, respectively. The stock option and restricted stock unit costs are expected to be recognized over a weighted average period of 3.0 years and 1.8 years, respectively.

The stock-based compensation activity for the Amended 2004 Plan and SCL Equity Plan is as follows for the three years ended December 31, 2023:

	Year Ended December 31,		
	2023	2022	2021
	(Dollars in millions, except weighted average grant date fair values)		
Compensation expense:			
Stock options	\$ 21	\$ 24	\$ 14
Restricted stock and stock units	51	46	13
	<u>\$ 72</u>	<u>\$ 70</u>	<u>\$ 27</u>
Income tax benefit recognized in the consolidated statements of operations	\$ 3	\$ 2	\$ 1
Compensation cost capitalized as part of property and equipment	\$ 1	\$ 2	\$ 1
LVSC Amended 2004 Plan:			
Stock options granted	510,157	1,730,000	4,513,468
Weighted average grant date fair value	<u>\$ 15.58</u>	<u>\$ 12.74</u>	<u>\$ 8.63</u>
Restricted stock granted	17,166	46,448	25,104
Weighted average grant date fair value	<u>\$ 61.15</u>	<u>\$ 30.14</u>	<u>\$ 55.76</u>
Restricted stock units granted	577,636	123,497	786,310
Weighted average grant date fair value	<u>\$ 57.77</u>	<u>\$ 42.55</u>	<u>\$ 48.96</u>
Stock options exercised:			
Intrinsic value	\$ 1	\$ —	\$ 1
Cash received	\$ 3	\$ —	\$ 7
SCL Equity Plan:			
Stock options granted	—	3,300,000	—
Weighted average grant date fair value	<u>\$ —</u>	<u>\$ 1.13</u>	<u>\$ —</u>
Restricted stock units granted	6,792,000	9,393,200	13,039,600
Weighted average grant date fair value	<u>\$ 3.44</u>	<u>\$ 2.32</u>	<u>\$ 3.22</u>
Stock options exercised:			
Intrinsic value	\$ —	\$ —	\$ 3
Cash received	\$ 1	\$ —	\$ 12

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Note 19 — Related Party Transactions

During the years ended December 31, 2023, 2022 and 2021, Dr. Adelson, her family members and trusts and other entities established for the benefit of Dr. Adelson's family members (collectively the "Principal Stockholders") purchased certain services from the Company including security and medical support, design services and other goods and services for \$2 million, \$3 million and \$2 million, respectively. For the years ended December 31, 2023, 2022 and 2021, the Company incurred less than \$1 million, \$1 million and \$3 million, respectively, for food and beverage services, newspaper subscriptions and security support from entities in which the Principal Stockholders have an ownership interest.

During the years ended December 31, 2023, 2022 and 2021, the Company incurred certain expenses of \$11 million, \$6 million and \$3 million, respectively, related to the Company's use of its Principal Stockholders' personal aircraft, yacht and aircraft refurbishment and maintenance services for business purposes. During the years ended December 31, 2023, 2022 and 2021, the Company charged the Principal Stockholders \$21 million, \$19 million and \$21 million, respectively, related to aviation costs incurred by the Company for the Principal Stockholders' use of Company aviation personnel and assets for personal purposes.

Related party receivables were \$8 million and \$2 million as of December 31, 2023 and 2022, respectively. Related party payables were approximately \$1 million and \$1 million as of December 31, 2023 and 2022, respectively.

On November 28, 2023, the Company entered into an underwriting agreement (the "Underwriting Agreement") with Dr. Miriam Adelson and the Miriam Adelson Trust (the "Selling Stockholders"), and Goldman Sachs & Co. LLC and BofA Securities, Inc., as representatives (the "Representatives") of several underwriters, relating to the sale by the Selling Stockholders of 46,264,168 shares of the Company's common stock, par value \$0.001 per share (the "Common Stock"), at a public offering price of \$44 per share (the "Offering"). In addition, concurrently with the closing of the Offering, the Company repurchased 5,783,021 shares of its Common Stock from the Underwriters for \$250 million at a price per share equal to the public offering price, less underwriting discounts and commissions.

On July 11, 2022, the Company entered into an intercompany term loan agreement with SCL, a related party, in the amount of \$1.0 billion, which is repayable on July 11, 2028. In the first two years from July 11, 2022, SCL will have the option to elect to pay cash interest at 5% per annum or payment-in-kind interest at 6% per annum by adding the amount of such interest to the then-outstanding principal amount of the loan, following which only cash interest at 5% per annum will be payable. This loan is unsecured, subordinated to all third party unsecured indebtedness and other obligations of SCL and its subsidiaries and is eliminated in consolidation.

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Note 20 — Segment Information

The Company's principal operating and developmental activities occur in two geographic areas: Macao and Singapore. The Company reviews the results of operations and construction and development activities for each of its operating segments: The Venetian Macao; The Londoner Macao; The Parisian Macao; The Plaza Macao and Four Seasons Macao; Sands Macao; and Marina Bay Sands. The Company also reviews construction and development activities for its primary projects under development, in addition to its reportable segments noted above. The Company has included Ferry Operations and Other (comprised primarily of the Company's ferry operations and various other operations that are ancillary to its properties in Macao) and Corporate and Other to reconcile to the consolidated results of operations and financial condition. The operations that comprised the Company's former Las Vegas Operating Properties reportable business segment were classified as a discontinued operation through February 22, 2022, and the information below for the years ended December 31, 2022 and 2021, excludes these results.

The Company's segment information as of and for the years ended December 31, 2023, 2022 and 2021, is as follows:

	Casino	Rooms	Food and Beverage	Mall	Convention, Retail and Other	Net Revenues
	(In millions)					
Year Ended December 31, 2023						
Macao:						
The Venetian Macao	\$ 2,151	\$ 191	\$ 63	\$ 228	\$ 49	\$ 2,682
The Londoner Macao	1,283	324	86	66	33	1,792
The Parisian Macao	655	135	49	32	8	879
The Plaza Macao and Four Seasons Macao	462	94	30	187	6	779
Sands Macao	290	17	12	1	2	322
Ferry Operations and Other	—	—	—	—	105	105
	<u>4,841</u>	<u>761</u>	<u>240</u>	<u>514</u>	<u>203</u>	<u>6,559</u>
Marina Bay Sands	2,681	443	344	254	127	3,849
Intercompany royalties	—	—	—	—	224	224
Intercompany eliminations ⁽¹⁾	—	—	—	(1)	(259)	(260)
Total net revenues	<u>\$ 7,522</u>	<u>\$ 1,204</u>	<u>\$ 584</u>	<u>\$ 767</u>	<u>\$ 295</u>	<u>\$ 10,372</u>
Year Ended December 31, 2022						
Macao:						
The Venetian Macao	\$ 438	\$ 55	\$ 17	\$ 155	\$ 17	\$ 682
The Londoner Macao	194	61	26	47	22	350
The Parisian Macao	116	33	10	25	4	188
The Plaza Macao and Four Seasons Macao	146	29	10	127	1	313
Sands Macao	53	6	4	1	1	65
Ferry Operations and Other	—	—	—	—	29	29
	<u>947</u>	<u>184</u>	<u>67</u>	<u>355</u>	<u>74</u>	<u>1,627</u>
Marina Bay Sands	1,680	285	234	226	91	2,516
Intercompany royalties	—	—	—	—	107	107
Intercompany eliminations ⁽¹⁾	—	—	—	(1)	(139)	(140)
Total net revenues	<u>\$ 2,627</u>	<u>\$ 469</u>	<u>\$ 301</u>	<u>\$ 580</u>	<u>\$ 133</u>	<u>\$ 4,110</u>

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	Cash	Rooms	Food and Beverage	Mall	Convention, Retail and Other	Net Revenues
	(In millions)					
Year Ended December 31, 2021						
Macao:						
The Venetian Macao	\$ 944	\$ 77	\$ 24	\$ 195	\$ 16	\$ 1,256
The Londoner Macao	396	90	30	56	16	588
The Parisian Macao	244	54	17	39	3	357
The Plaza Macao and Four Seasons Macao	298	45	17	184	2	546
Sands Macao	105	10	5	1	1	122
Ferry Operations and Other	—	—	—	—	28	28
	1,987	276	93	475	66	2,897
Marina Bay Sands	905	139	106	176	44	1,370
Intercompany royalties	—	—	—	—	83	83
Intercompany eliminations ⁽¹⁾	—	—	—	(2)	(114)	(116)
Total net revenues	\$ 2,892	\$ 415	\$ 199	\$ 649	\$ 79	\$ 4,234

(1) Intercompany eliminations include royalties and other intercompany services.

	Year Ended December 31,		
	2023	2022	2021
	(In millions)		
Intersegment Revenues			
Macao:			
The Venetian Macao	\$ 7	\$ 7	\$ 4
The Londoner Macao	—	—	1
Ferry Operations and Other	25	23	22
	32	30	27
Marina Bay Sands	4	3	6
Intercompany royalties	224	107	83
Total intersegment revenues	\$ 260	\$ 140	\$ 116

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	Year Ended December 31,		
	2023	2022	2021
	(In millions)		
Adjusted Property EBITDA			
Macao:			
The Venetian Macao	\$ 1,054	\$ (25)	\$ 297
The Londoner Macao	516	(189)	(84)
The Parisian Macao	269	(103)	(17)
The Plaza Macao and Four Seasons Macao	308	81	219
Sands Macao	59	(81)	(69)
Ferry Operations and Other	18	(7)	(8)
	<u>2,224</u>	<u>(324)</u>	<u>338</u>
Marina Bay Sands	1,861	1,056	448
Consolidated adjusted property EBITDA ⁽¹⁾	<u>4,085</u>	<u>732</u>	<u>786</u>
Other Operating Costs and Expenses			
Stock-based compensation ⁽²⁾	(29)	(33)	(12)
Corporate	(230)	(235)	(211)
Pre-opening	(15)	(13)	(19)
Development	(205)	(143)	(109)
Depreciation and amortization	(1,208)	(1,036)	(1,041)
Amortization of leasehold interests in land	(58)	(55)	(56)
Loss on disposal or impairment of assets	(27)	(9)	(27)
Operating income (loss)	<u>2,313</u>	<u>(792)</u>	<u>(689)</u>
Other Non-Operating Costs and Expenses			
Interest income	288	116	4
Interest expense, net of amounts capitalized	(818)	(702)	(621)
Other expense	(8)	(9)	(31)
Loss on modification or early retirement of debt	—	—	(137)
Income tax (expense) benefit	(344)	(154)	5
Net income (loss) from continuing operations	<u>\$ 1,431</u>	<u>\$ (1,541)</u>	<u>\$ (1,469)</u>

(1) Consolidated adjusted property EBITDA, which is a non-GAAP financial measure, is net income (loss) from continuing operations before stock-based compensation expense, corporate expense, pre-opening expense, development expense, depreciation and amortization, amortization of leasehold interests in land, gain or loss on disposal or impairment of assets, interest, other income or expense, gain or loss on modification or early retirement of debt and income taxes. Consolidated adjusted property EBITDA is a supplemental non-GAAP financial measure used by management, as well as industry analysts, to evaluate operations and operating performance. In particular, management utilizes consolidated adjusted property EBITDA to compare the operating profitability of its operations with those of its competitors, as well as a basis for determining certain incentive compensation. Integrated Resort companies have historically reported adjusted property EBITDA as a supplemental performance measure to GAAP financial measures. In order to view the operations of their properties on a more stand-alone basis, Integrated Resort companies, including Las Vegas Sands Corp., have historically excluded certain expenses that do not relate to the management of specific properties, such as pre-opening expense, development expense and corporate expense, from their adjusted property EBITDA calculations. Consolidated adjusted property EBITDA should not be interpreted as an alternative to income from operations (as an indicator of operating performance) or to cash flows from operations (as a measure of liquidity), in each case, as determined in accordance with GAAP. The Company has significant uses of cash flow, including capital expenditures, dividend payments, interest payments, debt principal repayments and income taxes, which are not reflected in consolidated adjusted property EBITDA. Not all companies calculate adjusted property EBITDA in the same manner. As a result, consolidated adjusted property EBITDA as presented by the Company may not be directly comparable to similarly titled measures presented by other companies.

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(2) During the years ended December 31, 2023, 2022 and 2021, the Company recorded stock-based compensation expense of \$72 million, \$70 million and \$27 million, respectively, of which \$43 million, \$37 million and \$15 million, respectively, was included in corporate expense in the accompanying consolidated statements of operations.

	Year Ended December 31,		
	2023	2022	2021
	(In millions)		
Capital Expenditures			
Corporate and Other	\$ 200	\$ 60	\$ 27
Macao:			
The Venetian Macao	71	52	71
The Londoner Macao	132	175	551
The Parisian Macao	9	3	4
The Plaza Macao and Four Seasons Macao	15	9	19
Sands Macao	6	4	7
Ferry Operations and Other	—	—	1
	<u>233</u>	<u>243</u>	<u>653</u>
Marina Bay Sands	584	348	148
Total capital expenditures	<u>\$ 1,017</u>	<u>\$ 651</u>	<u>\$ 828</u>

	December 31,		
	2023	2022	2021
	(In millions)		
Total Assets			
Corporate and Other	\$ 5,167	\$ 5,422	\$ 1,357
Macao:			
The Venetian Macao	2,548	2,135	2,087
The Londoner Macao	4,193	4,489	4,494
The Parisian Macao	1,802	1,828	1,962
The Plaza Macao and Four Seasons Macao	1,059	1,020	1,145
Sands Macao	287	208	253
Ferry Operations and Other	335	870	132
	<u>10,224</u>	<u>10,550</u>	<u>10,073</u>
Marina Bay Sands	6,387	6,067	5,326
Total assets	<u>\$ 21,778</u>	<u>\$ 22,039</u>	<u>\$ 16,756</u>

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

	December 31,		
	2023	2022	2021
	(In millions)		
Total Long-Lived Assets⁽¹⁾			
Corporate and Other	\$ 655	\$ 203	\$ 176
Macao:			
The Venetian Macao	1,337	1,415	1,555
The Londoner Macao	3,796	4,085	4,317
The Parisian Macao	1,665	1,789	1,915
The Plaza Macao and Four Seasons Macao	896	975	1,055
Sands Macao	169	180	197
Ferry Operations and Other	29	41	60
	<u>7,892</u>	<u>8,485</u>	<u>9,099</u>
Marina Bay Sands	5,141	4,891	4,741
Total long-lived assets	<u>\$ 13,688</u>	<u>\$ 13,579</u>	<u>\$ 14,016</u>

(1) Long-lived assets include property and equipment, net of accumulated depreciation and amortization, and leasehold interests in land, net of accumulated amortization.

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LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

Note 21 — Selected Quarterly Financial Results (Unaudited)

	Quarter				
	First ⁽¹⁾	Second	Third	Fourth	Total
	(In millions, except per share data)				
2023					
Net revenues	\$ 2,120	\$ 2,542	\$ 2,795	\$ 2,915	\$ 10,372
Operating income	378	537	688	710	2,313
Net income	145	368	449	469	1,431
Net income attributable to Las Vegas Sands Corp.	147	312	380	382	1,221
Basic earnings per share	0.19	0.41	0.50	0.50	1.60
Diluted earnings per share	0.19	0.41	0.50	0.50	1.60
2022					
Net revenues	\$ 943	\$ 1,045	\$ 1,005	\$ 1,117	\$ 4,110
Operating loss	(302)	(147)	(177)	(166)	(792)
Net loss from continuing operations	(478)	(414)	(380)	(269)	(1,541)
Income (loss) from discontinued operations, net of tax	2,907	(3)	(1)	(5)	2,898
Net income (loss)	2,429	(417)	(381)	(274)	1,357
Net income (loss) attributable to Las Vegas Sands Corp.	2,530	(290)	(239)	(169)	1,832
Earnings (loss) per share - basic and diluted:					
Loss from continuing operations	\$ (0.49)	\$ (0.38)	\$ (0.31)	\$ (0.21)	\$ (1.40)
Income (loss) from discontinued operations, net of tax	3.80	—	—	(0.01)	3.80
Net income (loss) attributable to Las Vegas Sands Corp.	<u>\$ 3.31</u>	<u>\$ (0.38)</u>	<u>\$ (0.31)</u>	<u>\$ (0.22)</u>	<u>\$ 2.40</u>

(1) During the first quarter of 2022, the Company closed the sale of the Las Vegas Operations and recorded a gain on the sale of \$2.86 billion, net of tax. The Las Vegas Operations has been disclosed as a discontinued operation for all periods presented.

Because earnings per share amounts are calculated using the weighted average number of common and dilutive common equivalent shares outstanding during each quarter, the sum of the per share amounts for the four quarters may not equal the total earnings per share amounts for the respective year.

SCHEDULE II — VALUATION AND QUALIFYING ACCOUNTS

LAS VEGAS SANDS CORP. AND SUBSIDIARIES

For the Years Ended December 31, 2023, 2022 and 2021

Description	Balance at Beginning of Year	Provision for Credit Losses	Write-offs, Net of Recoveries	Balance at End of Year
	(In millions)			
Provision for credit losses:				
2021	\$ 255	3	(26)	\$ 232
2022	\$ 232	15	(30)	\$ 217
2023	\$ 217	4	(20)	\$ 201

Description	Balance at Beginning of Year	Additions	Deductions	Balance at End of Year
	(In millions)			
Deferred income tax asset valuation allowance:				
2021	\$ 4,922	115	(3)	\$ 5,034
2022	\$ 5,034	63	(1,014)	\$ 4,083
2023	\$ 4,083	—	(204)	\$ 3,879

ITEM 9. — CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not applicable.

ITEM 9A. — CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Disclosure controls and procedures are designed to ensure information required to be disclosed in the reports the Company files or submits under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and such information is accumulated and communicated to the Company's management, including its principal executive officer and principal financial officer, as appropriate, to allow for timely decisions regarding required disclosure. The Company's Chief Executive Officer and its Chief Financial Officer have evaluated the disclosure controls and procedures (as defined in the Securities Exchange Act of 1934 Rules 13a-15(e) and 15d-15(e)) of the Company as of December 31, 2023, and have concluded they are effective at the reasonable assurance level.

It should be noted any system of controls, however well designed and operated, can provide only reasonable, and not absolute, assurance the objectives of the system are met. In addition, the design of any control system is based in part upon certain assumptions about the likelihood of future events. Because of these and other inherent limitations of control systems, there can be no assurance any design will succeed in achieving its stated goals under all potential future conditions, regardless of how remote.

Changes in Internal Control over Financial Reporting

There were no changes in the Company's internal control over financial reporting that occurred during the fourth quarter covered by this Annual Report on Form 10-K that had a material effect, or was reasonably likely to have a material effect, on the Company's internal control over financial reporting.

Management's Annual Report on Internal Control Over Financial Reporting

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) of the Securities Exchange Act of 1934. The Company's internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. The Company's internal control over financial reporting includes those policies and procedures that:

- (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the Company's assets;
- (2) provide reasonable assurance transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles and the Company's receipts and expenditures are being made only in accordance with authorizations of its management and directors; and
- (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk controls may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate.

The Company's management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2023. In making this assessment, the Company's management used the framework set forth by the Committee of Sponsoring Organizations of the Treadway Commission in "Internal Control — Integrated Framework (2013)."

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Based on this assessment, management concluded, as of December 31, 2023, the Company's internal control over financial reporting is effective based on this framework.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2023, has been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report, which appears herein.

ITEM 9B. — OTHER INFORMATION

During the quarter ended December 31, 2023, there were no Rule 10b5-1 trading arrangements (as defined in Item 408(a) of Regulation S-K) or non-Rule 10b5-1 trading arrangements (as defined in Item 408(c) of Regulation S-K) adopted or terminated by any director or officer (as defined in Rule 16a-1(f) under the Exchange Act) of the Company.

ITEM 9C. — DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

PART III

ITEM 10. — DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

We incorporate by reference the information responsive to this Item appearing in our definitive Proxy Statement for our 2024 Annual Meeting of Stockholders, which we expect to file with the Securities and Exchange Commission on or about March 28, 2024 (the "Proxy Statement"), including under the captions "Board of Directors," "Executive Officers," "Delinquent Section 16(a) Reports" and "Information Regarding the Board of Directors and Board and Other Committees."

We have adopted a Code of Business Conduct and Ethics (the "Code"), which is posted on our website at www.sands.com, along with any amendments or waivers to the Code. Copies of the Code are available without charge by sending a written request to Investor Relations at the following address: Las Vegas Sands Corp., 5420 S. Durango Dr., Las Vegas, Nevada 89113.

ITEM 11. — EXECUTIVE COMPENSATION

We incorporate by reference the information responsive to this Item appearing in the Proxy Statement, including under the captions "Executive Compensation and Other Information," "Director Compensation," "Information Regarding the Board and Its Committees" and "Compensation Committee Report" (which report is deemed to be furnished and is not deemed to be filed in any Company filing under the Securities Act of 1933 or the Securities Exchange Act of 1934).

ITEM 12. — SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

We incorporate by reference the information responsive to this Item appearing in the Proxy Statement, including under the captions "Equity Compensation Plan Information" and "Security Ownership of Certain Beneficial Owners and Management."

ITEM 13. — CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

We incorporate by reference the information responsive to this Item appearing in the Proxy Statement, including under the captions "Board of Directors," "Information Regarding the Board and Its Committees" and "Certain Transactions."

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ITEM 14. — *PRINCIPAL ACCOUNTANT FEES AND SERVICES*

We incorporate by reference the information responsive to this Item appearing in the Proxy Statement, under the caption "Fees Paid to Independent Registered Public Accounting Firm."

PART IV

ITEM 15. — EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Documents filed as part of the Annual Report on Form 10-K.

(1) List of Financial Statements

Reports of Independent Registered Public Accounting Firm

Consolidated Balance Sheets

Consolidated Statements of Operations

Consolidated Statements of Comprehensive Income (Loss)

Consolidated Statements of Equity

Consolidated Statements of Cash Flows

Notes to Consolidated Financial Statements

(2) List of Financial Statement Schedule

Schedule II — Valuation and Qualifying Accounts

(3) List of Exhibits

Exhibit No.	Description of Document
2.1†	<u>Purchase and Sale Agreement dated as of March 2, 2021, by and among Las Vegas Sands Corp., Pioneer OpCo, LLC and VICI Properties L.P. (incorporated by reference from Exhibit 2.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on March 3, 2021).</u>
2.2†	<u>Real Estate Purchase and Sale Agreement dated as of March 2, 2021, by and between Las Vegas Sands Corp. and VICI Properties L.P. (incorporated by reference from Exhibit 2.2 to the Company's current report on Form 8-K (File No. 001-32373) filed on March 3, 2021).</u>
2.3††	<u>Letter Agreement, dated as of August 3, 2021, by and among Las Vegas Sands Corp., Pioneer OpCo, LLC and VICI Properties L.P. (incorporated by reference from Exhibit 2.1 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended September 30, 2021 and filed on October 22, 2021).</u>
2.4††	<u>Amendment to Letter Agreement, dated as of October 7, 2021, by and among Las Vegas Sands Corp., Pioneer OpCo, LLC and VICI Properties L.P. (incorporated by reference from Exhibit 2.2 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended September 30, 2021 and filed on October 22, 2021).</u>
3.1	<u>Certificate of Amended and Restated Articles of Incorporation of Las Vegas Sands Corp. (incorporated by reference from Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended June 30, 2018 and filed on July 25, 2018).</u>
3.2*	<u>Third Amended and Restated By-Laws of Las Vegas Sands Corp., as further amended effective October 18, 2022</u>
4.1	<u>Form of Specimen Common Stock Certificate of Las Vegas Sands Corp. (incorporated by reference from Exhibit 4.1 to the Company's Amendment No. 2 to Registration Statement on Form S-1 (File No. 333-118827) filed on November 22, 2004).</u>
4.2	<u>Indenture, dated as of August 9, 2018, between SCL and U.S. Bank National Association, as trustee (incorporated by reference from Exhibit 4.1 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on August 10, 2018).</u>
4.3	<u>Indenture, dated as of June 4, 2020, between SCL and U.S. Bank National Association, as trustee (incorporated by reference from Exhibit 4.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on June 5, 2020).</u>
4.4	<u>Forms of 3.800% Senior Notes due 2026 and 4.375% Senior Notes due 2030 (incorporated by reference from Exhibit 4.2 to the Company's current report on Form 8-K (File No. 001-32373) filed on June 5, 2020).</u>

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<u>Exhibit No.</u>	<u>Description of Document</u>
4.5	<u>Indenture, dated as of September 23, 2021, between SCI and U.S. Bank National Association, as trustee (incorporated by reference from Exhibit 4.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on September 23, 2021).</u>
4.6	<u>Forms of 2.300% Senior Notes due 2027, 2.850% Senior Note due 2029 and 3.250% Senior Notes due 2031 (incorporated by reference from Exhibit 4.2 to the Company's current report on Form 8-K (File No. 001-32373) filed on September 23, 2021).</u>
4.7	<u>Indenture, dated as of July 31, 2019, between Las Vegas Sands Corp. and U.S. Bank National Association, as trustee (incorporated by reference from Exhibit 4.1 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on July 31, 2019).</u>
4.8	<u>First Supplemental Indenture, dated as of July 31, 2019, between Las Vegas Sands Corp. and U.S. Bank National Association, as trustee, relating to the 3.200% Notes due 2024 (incorporated by reference from Exhibit 4.2 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on July 31, 2019).</u>
4.9	<u>Form of Las Vegas Sands Corp.'s 3.200% Notes due 2024 (incorporated by reference from Exhibit 4.3 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on July 31, 2019).</u>
4.10	<u>Second Supplemental Indenture, dated as of July 31, 2019, between Las Vegas Sands Corp. and U.S. Bank National Association, as trustee, relating to the 3.500% Notes due 2026 (incorporated by reference from Exhibit 4.4 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on July 31, 2019).</u>
4.11	<u>Form of Las Vegas Sands Corp.'s 3.500% Notes due 2026 (incorporated by reference from Exhibit 4.5 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on July 31, 2019).</u>
4.12	<u>Third Supplemental Indenture, dated as of July 31, 2019, between Las Vegas Sands Corp. and U.S. Bank National Association, as trustee, relating to the 3.900% Notes due 2029 (incorporated by reference from Exhibit 4.6 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on July 31, 2019).</u>
4.13	<u>Form of Las Vegas Sands Corp.'s 3.900% Notes due 2029 (incorporated by reference from Exhibit 4.7 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on July 31, 2019).</u>
4.14	<u>Fourth Supplemental Indenture, dated as of November 25, 2019, between Las Vegas Sands Corp. and U.S. Bank National Association, as trustee, relating to the 2.900% Notes due 2025 (incorporated by reference from Exhibit 4.2 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on November 25, 2019).</u>
4.15	<u>Form of Las Vegas Sands Corp.'s 2.900% Notes due 2025 (incorporated by reference from Exhibit 4.3 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on November 25, 2019).</u>
4.16	<u>Description of Capital Stock (incorporated by reference from Exhibit 4.13 to the Company's Annual Report on Form 10-K (File No. 001-32373) for the year ended December 31, 2019 and filed on February 7, 2020).</u>
10.1	<u>Facility Agreement dated November 20, 2018, among Sands China Ltd., Bank of China Limited, Macau Branch, as agent, the arrangers listed therein and the original lenders listed therein (incorporated by reference from Exhibit 10.9 to the Company's Annual Report on Form 10-K (File No. 001-32373) for the year ended December 31, 2018 and filed on February 22, 2019).</u>
10.2†	<u>Waiver and Amendment Request Letter, dated March 27, 2020, with respect to the Facility Agreement, dated as of November 20, 2018, by and among Sands China Ltd., as borrower, Bank of China Limited, Macau Branch, as agent, and the arrangers and lenders party thereto (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on March 27, 2020).</u>
10.3†	<u>Waiver Extension and Amendment Request Letter, dated September 11, 2020, with respect to the Facility Agreement, dated as of November 20, 2018 by and among Sands China Ltd., as borrower, Bank of China Limited, Macau Branch, as agent, and the arrangers and lenders party thereto (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on September 11, 2020).</u>

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Exhibit No.	Description of Document
10.4†	<u>Waiver Extension and Amendment Request Letter, dated July 7, 2021, with respect to the Facility Agreement, dated as of November 20, 2018, by and among Sands China Ltd., as borrower, Bank of China Limited, Macau Branch, as agent, and the arrangers and lenders party thereto (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on July 7, 2021).</u>
10.5†	<u>Waiver Extension and Amendment Request Letter, dated November 30, 2022, with respect to the Facility Agreement, dated as of November 20, 2018, by and among Sands China Ltd., as borrower, Bank of China Limited, Macau Branch, as agent, and the arrangers and lenders party thereto (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on November 30, 2022).</u>
10.6	<u>Amended and Restated Facility Agreement dated May 11, 2023, among Sands China Ltd., Bank of China Limited, Macau Branch, as agent, the arrangers listed therein and the original lenders listed therein (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on May 12, 2023).</u>
10.7	<u>Revolving Credit Agreement, dated as of August 9, 2019, by and among Las Vegas Sands Corp., the Lenders from time to time party thereto and The Bank of Nova Scotia, as Administrative Agent and Issuing Bank (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on August 12, 2019).</u>
10.8†	<u>Amendment No. 1 to Revolving Credit Agreement, dated as of September 23, 2020, by and among Las Vegas Sands Corp., the Lenders from time to time party thereto and The Bank of Nova Scotia, as Administrative Agent (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on September 23, 2020).</u>
10.9†	<u>Amendment No. 2 to Revolving Credit Agreement, dated as of September 3, 2021, by and among Las Vegas Sands Corp., the Lenders from time to time party thereto and The Bank of Nova Scotia, as Administrative Agent (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on September 3, 2021).</u>
10.10	<u>Amendment No. 3 to Revolving Credit Agreement, dated as of December 7, 2021, by and between Las Vegas Sands Corp. and The Bank of Nova Scotia, as Administrative Agent (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on December 7, 2021).</u>
10.11†	<u>Amendment No. 4 to Revolving Credit Agreement, dated as of January 30, 2023, by and among Las Vegas Sands Corp., the Lenders from time to time party thereto and The Bank of Nova Scotia, as Administrative Agent (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on January 31, 2023).</u>
10.12	<u>Amendment No. 5 to Revolving Credit Agreement, dated as of June 30, 2023, executed and delivered by The Bank of Nova Scotia, as Administrative Agent for the Lenders (incorporated by reference from Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended June 30, 2023 and filed on July 21, 2023).</u>
10.13	<u>Facility Agreement, dated as of June 25, 2012, among Marina Bay Sands Pte. Ltd., as borrower, DBS Bank Ltd., Oversea-Chinese Banking Corporation Limited, United Overseas Bank Limited and Malayan Banking Berhad, Singapore Branch, as global coordinators, DBS Bank Ltd., as agent for the finance parties and security trustee for the secured parties and certain other lenders party thereto (incorporated by reference from Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended June 30, 2012 and filed on August 9, 2012).</u>
10.14	<u>Amendment and Restatement Agreement dated as of August 29, 2014, to the Facility Agreement, dated as of June 25, 2012 (as amended by an amendment agreement dated November 20, 2013), among Marina Bay Sands Pte. Ltd., as borrower, various lenders party thereto, DBS Bank Ltd. ("DBS"), Oversea-Chinese Banking Corporation Limited, United Overseas Bank Limited and Malayan Banking Berhad, Singapore Branch, as global coordinators, DBS, as agent and security trustee, and DBS, Oversea-Chinese Banking Corporation Limited, United Overseas Bank Limited, Malayan Banking Berhad, Singapore Branch, Standard Chartered Bank, Sumitomo Mitsui Banking Corporation and CIMB Bank Berhad, Singapore Branch, as mandated lead arrangers (including as Schedule 3 thereto, the Form of Amended and Restated Facility Agreement) (incorporated by reference from Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended September 30, 2014 and filed on November 5, 2014).</u>

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Exhibit No.	Description of Document
10.15	<u>Second Amendment and Restatement Agreement dated as of March 14, 2018, to the Facility Agreement, dated as of June 25, 2012 (as amended by an amendment agreement dated November 20, 2013 and further amended and restated by an amendment and restatement agreement dated August 29, 2014), among Marina Bay Sands Pte. Ltd., as borrower, various lenders party thereto and DBS Bank Ltd. as agent and security trustee (incorporated by reference from Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended March 31, 2018 and filed on April 27, 2018).</u>
10.16	<u>Third Amendment and Restatement Agreement, dated as of August 30, 2019, among Marina Bay Sands Pte. Ltd., as borrower, the various lenders party thereto and DBS Bank Ltd., as agent and security trustee and the other parties thereto (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on September 4, 2019).</u>
10.17	<u>Fourth Amendment and Restatement Agreement, dated as of February 9, 2022, among Marina Bay Sands Pte. Ltd., as borrower, and DBS Bank Ltd., as agent and security trustee (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on February 14, 2022).</u>
10.18†	<u>Amendment Letter, dated June 18, 2020, with respect to the facility agreement, originally dated as of June 25, 2012 (as amended, restated, amended and restated, supplemented and otherwise modified) among Marina Bay Sands Pte. Ltd., the lenders party thereto, DBS Bank Ltd., as the agent, and the other parties thereto (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on June 19, 2020).</u>
10.19†	<u>Amendment Letter, dated September 7, 2021, with respect to the facility agreement, originally dated as of June 25, 2012 (as amended, restated, amended and restated, supplemented and otherwise modified) among Marina Bay Sands Pte. Ltd., the lenders party thereto, DBS Bank Ltd., as the agent, and the other parties thereto (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on September 7, 2021).</u>
10.20	<u>Land Concession Agreement, dated as of December 10, 2003, relating to the Sands Macao between the Macao Special Administrative Region and Venetian Macau Limited (incorporated by reference from Exhibit 10.39 to the Company's Amendment No. 1 to Registration Statement on Form S-1 (File No. 333-113822) dated October 25, 2004).</u>
10.21	<u>Amendment, published on April 23, 2008, to Land Concession Agreement, dated as of December 10, 2003, relating to the Sands Macao between the Macao Special Administrative Region and Venetian Macau Limited (incorporated by reference from Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended March 31, 2008 and filed on May 9, 2008).</u>
10.22	<u>Land Concession Agreement, dated as of April 10, 2007, relating to the Venetian Macao, Four Seasons Macao and Site 3 among the Macao Special Administrative Region, Venetian Cotai Limited and Venetian Macau Limited (incorporated by reference from Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended March 31, 2007 and filed on May 10, 2007).</u>
10.23	<u>Amendment published on October 29, 2008, to Land Concession Agreement between Macao Special Administrative Region and Venetian Cotai Limited (incorporated by reference from Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended September 30, 2008 and filed on November 10, 2008).</u>
10.24	<u>Amendment, published on June 5, 2013, to Land Concession Agreement between Macao Special Administrative Region and Venetian Cotai Limited (incorporated by reference from Exhibit 10.22 to the Company's Annual Report on Form 10-K (File No. 001-32373) for the year ended December 31, 2018 and filed on February 22, 2019).</u>
10.25	<u>Amendment, published on October 22, 2014, to Land Concession Agreement between Macao Special Administrative Region and Venetian Cotai Limited (incorporated by reference from Exhibit 10.23 to the Company's Annual Report on Form 10-K (File No. 001-32373) for the year ended December 31, 2018 and filed on February 22, 2019).</u>
10.26	<u>Land Concession Agreement, dated as of May 5, 2010, relating to The Londoner Macao among the Macao Special Administrative Region, Venetian Orient Limited and Venetian Macau Limited (incorporated by reference from Exhibit 10.24 to the Company's Annual Report on Form 10-K (File No. 001-32373) for the year ended December 31, 2018 and filed on February 22, 2019).</u>

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<u>Exhibit No.</u>	<u>Description of Document</u>
10.27	<u>Development Agreement, dated August 23, 2006, between the Singapore Tourism Board and Marina Bay Sands Pte. Ltd. (incorporated by reference from Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended September 30, 2006 and filed on November 9, 2006).</u>
10.28	<u>Supplement to Development Agreement, dated December 11, 2009, by and between Singapore Tourism Board and Marina Bay Sands PTE. LTD (incorporated by reference from Exhibit 10.76 to the Company's Annual Report on Form 10-K (File No. 001-32373) for the year ended December 31, 2009 and filed on March 1, 2010).</u>
10.29†	<u>Supplemental Development Agreement, dated March 22, 2023, between the Singapore Tourism Board and Marina Bay Sands Pte. Ltd. (incorporated by reference from Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended March 31, 2023 and filed on April 21, 2023).</u>
10.30†	<u>Development Agreement, dated April 3, 2019, between the Singapore Tourism Board and Marina Bay Sands Pte. Ltd. (incorporated by reference from Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the three and six months ended June 30, 2019 and filed on July 24, 2019).</u>
10.31+	<u>Las Vegas Sands Corp. 2004 Equity Award Plan (Amended and Restated) (incorporated by reference from Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended June 30, 2014 and filed on August 7, 2014).</u>
10.32+	<u>Las Vegas Sands Corp. Amended and Restated 2004 Equity Award Plan (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on May 20, 2019).</u>
10.33+	<u>Form of Director Restricted Stock Award Agreement under the 2004 Equity Award Plan (incorporated by reference from Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended March 31, 2018 and filed on April 27, 2018).</u>
10.34+	<u>Form of Restricted Stock Award Agreement under the 2004 Equity Award Plan (incorporated by reference from Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended March 31, 2018 and filed on April 27, 2018).</u>
10.35+	<u>Form of Nonqualified Stock Option Agreement under the 2004 Equity Award Plan (incorporated by reference from Exhibit 10.51 to the Company's Annual Report on Form 10-K (File No. 001-32373) for the year ended December 31, 2010 and filed on March 1, 2011).</u>
10.36+	<u>Form of Nonqualified Stock Option Agreement under the 2004 Equity Award Plan (incorporated by reference from Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended March 31, 2018 and filed on April 27, 2018).</u>
10.37+	<u>Form of Director Nonqualified Stock Option Agreement under the 2004 Equity Award Plan (incorporated by reference from Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended March 31, 2018 and filed on April 27, 2018).</u>
10.38+	<u>Form of Director Restricted Stock Units Award Agreement under the 2004 Equity Award Plan (incorporated by reference from Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended March 31, 2018 and filed on April 27, 2018).</u>
10.39+	<u>Form of Director Restricted Stock Units Award Agreement under the 2004 Equity Award Plan (with deferred settlement) (incorporated by reference from Exhibit 10.8 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended March 31, 2018 and filed on April 27, 2018).</u>
10.40+	<u>Form of Restricted Stock Units Award Agreement under the 2004 Equity Award Plan (incorporated by reference from Exhibit 10.9 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended March 31, 2018 and filed on April 27, 2018).</u>
10.41+	<u>Las Vegas Sands Corp. Amended and Restated Executive Cash Incentive Plan (incorporated by reference from Exhibit 10.9 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended June 30, 2018 and filed on July 25, 2018).</u>
10.42	<u>Second Amended and Restated Registration Rights Agreement, dated as of November 14, 2008, by and among Las Vegas Sands Corp., Dr. Miriam Adelson and the other Adelson Holders (as defined therein) that are party to the agreement from time to time (incorporated by reference from Exhibit 10.2 to the Company's Current Report on Form 8-K (File No. 001-32373) filed on November 14, 2008).</u>

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<u>Exhibit No.</u>	<u>Description of Document</u>
10.43	<u>Investor Rights Agreement, dated as of September 30, 2008, by and between Las Vegas Sands Corp. and the Investor named therein (incorporated by reference from Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended September 30, 2008 and filed on November 10, 2008).</u>
10.44+	<u>Las Vegas Sands Corp. Non-Employee Director Deferred Compensation Plan (incorporated by reference from Exhibit 10.88 to the Company's Annual Report on Form 10-K (File No. 001-32373) for the year ended December 31, 2011 and filed on February 29, 2012).</u>
10.45+	<u>Amendment to Non-Employee Director Compensation Program — Increase to Annual Cash Retainer (incorporated by reference from Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the three and nine months ended September 30, 2019 and filed on October 23, 2019).</u>
10.46+	<u>Employment Agreement, dated August 19, 2019, among Las Vegas Sands Corp., Las Vegas Sands, LLC and D. Zachary Hudson (incorporated by reference from Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended June 30, 2020 and filed on July 24, 2020).</u>
10.47+	<u>Terms of Continued Employment, dated March 24, 2021, among Las Vegas Sands Corp., Las Vegas Sands, LLC and Robert G. Goldstein (incorporated by reference from Exhibit 10.1 to the Company's current report on Form 8-K (File No. 001-32373) filed on March 24, 2021).</u>
10.48+	<u>Terms of Continued Employment, dated March 24, 2021, among Las Vegas Sands Corp., Las Vegas Sands, LLC and Patrick Dumont (incorporated by reference from Exhibit 10.2 to the Company's current report on Form 8-K (File No. 001-32373) filed on March 24, 2021).</u>
10.49+	<u>Terms of Continued Employment, dated March 24, 2021, among Las Vegas Sands Corp., Las Vegas Sands, LLC and Randy A. Hyzak (incorporated by reference from Exhibit 10.3 to the Company's current report on Form 8-K (File No. 001-32373) filed on March 24, 2021).</u>
10.50+	<u>First Amendment to Employment Agreement, dated March 24, 2021, among Las Vegas Sands Corp., Las Vegas Sands, LLC and D. Zachary Hudson (incorporated by reference from Exhibit 10.4 to the Company's current report on Form 8-K (File No. 001-32373) filed on March 24, 2021).</u>
10.51+*	<u>Second Amendment to Employment Agreement, dated December 13, 2023, among Las Vegas Sands Corp., Las Vegas Sands, LLC and D. Zachary Hudson.</u>
10.52+*	<u>First Amendment to Employment Agreement, dated January 25, 2024, among Las Vegas Sands Corp., Las Vegas Sands, LLC and Randy A. Hyzak.</u>
10.53†	<u>Form of Term Loan Credit and Security Agreement, by and among Las Vegas Sands Corp., Pioneer OpCo, LLC, Pioneer HoldCo, LLC and the Guarantors party thereto (incorporated by reference from Exhibit 10.2 to the Company's current report on Form 8-K (File No. 001-32373) filed on March 3, 2021).</u>
10.54	<u>Subordinated Term Loan Agreement, dated as of July 11, 2022, by and between Sands China Ltd., as the Borrower, and Las Vegas Sands Corp., as the Lender (incorporated by reference from Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended June 30, 2022 and filed on July 22, 2022).</u>
10.55	<u>Concession Contract for the Operation of Casino Games of Chance in the Macao Special Administrative Region, dated as of December 16, 2022, by and between the Macao Special Administrative Region and Venetian Macau Limited (incorporated by reference from Exhibit 10.51 to the Company's Annual Report on Form 10-K (File No. 001-32373) for the year ended December 31, 2022 and filed on February 3, 2023).</u>
10.56**	<u>Deed of Reversion (The Londoner Macao), dated as of December 30, 2022, by and among Venetian Macau Limited, Venetian Orient Limited and the Macao Special Administrative Region (incorporated by reference from Exhibit 10.52 to the Company's Annual Report on Form 10-K (File No. 001-32373) for the year ended December 31, 2022 and filed on February 3, 2023).</u>
10.57	<u>Handover Deed, dated as of December 30, 2022, by and between Venetian Macau Limited and the Macao Special Administrative Region (incorporated by reference from Exhibit 10.53 to the Company's Annual Report on Form 10-K (File No. 001-32373) for the year ended December 31, 2022 and filed on February 3, 2023).</u>

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<u>Exhibit No.</u>	<u>Description of Document</u>
10.58††	<u>Term Loan Credit and Security Agreement, dated as of February 23, 2022, by and among Pioneer HoldCo, LLC, Pioneer OpCo, LLC as Borrower, the Guarantors party thereto, and Las Vegas Sands Corp. (incorporated by reference from Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (File No. 001-32373) for the quarter ended March 31, 2022 and filed on April 29, 2022).</u>
21.1*	<u>Subsidiaries of Las Vegas Sands Corp.</u>
23.1*	<u>Consent of Deloitte & Touche LLP.</u>
23.2*	<u>Consent of Haiwen & Partners</u>
31.1*	<u>Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
31.2*	<u>Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
32.1++	<u>Certification of Chief Executive Officer of Las Vegas Sands Corp. pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
32.2++	<u>Certification of Chief Financial Officer of Las Vegas Sands Corp. pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
97*	<u>Clawback Policy.</u>
101*	The following financial information from the Company's Annual Report on Form 10-K for the year ended December 31, 2023, formatted in Inline Extensible Business Reporting Language ("iXBRL"): (i) Consolidated Balance Sheets as of December 31, 2023 and 2022, (ii) Consolidated Statements of Operations for the years ended December 31, 2023, 2022 and 2021, (iii) Consolidated Statements of Comprehensive Income (Loss) for the years ended December 31, 2023, 2022 and 2021, (iv) Consolidated Statements of Equity for the years ended December 31, 2023, 2022 and 2021, (v) Consolidated Statements of Cash Flows for the years ended December 31, 2023, 2022 and 2021, and (vi) Notes to Consolidated Financial Statements.
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.

* Filed herewith.

** The following Deeds of Reversion are substantially identical in all material respects, except as to the subject property, to the Deed of Reversion that is filed as Exhibit 10.56 hereto and are being omitted in reliance on Instruction 2 to Item 601 of Regulation S-K:

Deed of Reversion (The Venetian Macao), dated as of December 30, 2022, by and among Venetian Macau Limited, Venetian Cotai Limited, Venetian Orient Limited and Cotai Strip Lot 2 Apart Hotel (Macao) Limited and the Macao Special Administrative Region.

Deed of Reversion (The Parisian Macao), dated as of December 30, 2022, by and among Venetian Macau Limited, Venetian Cotai Limited, Venetian Orient Limited and Cotai Strip Lot 2 Apart Hotel (Macao) Limited and the Macao Special Administrative Region.

Deed of Reversion (The Four Seasons Macao), dated as of December 30, 2022, by and among Venetian Macau Limited, Venetian Cotai Limited, Venetian Orient Limited and Cotai Strip Lot 2 Apart Hotel (Macao) Limited and the Macao Special Administrative Region.

Deed of Reversion (The Sands Macao), dated as of December 30, 2022, by and among Venetian Macau Limited, Venetian Cotai Limited, Venetian Orient Limited and Cotai Strip Lot 2 Apart Hotel (Macao) Limited and the Macao Special Administrative Region.

† Certain identified information has been redacted from the exhibit in accordance with Item 601(b)(2)(i) or 601(b)(10)(iv) of Regulation S-K, as applicable

†† Certain schedules to this exhibit have been omitted in accordance with Item 601(a)(5) of Regulation S-K.

+ Denotes a management contract or compensatory plan or arrangement.

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++ This exhibit will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section. Such exhibit shall not be deemed incorporated into any filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended.

ITEM 16. — FORM 10-K SUMMARY

None.

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SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this Annual Report on Form 10-K to be signed on its behalf by the undersigned thereunto duly authorized.

February 7, 2024

LAS VEGAS SANDS CORP.

/s/ ROBERT G. GOLDSTEIN
Robert G. Goldstein,
Chairman of the Board and
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this Annual Report on Form 10-K has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
_____ /s/ ROBERT G. GOLDSTEIN Robert G. Goldstein	Chairman of the Board, Chief Executive Officer and Director (Principal Executive Officer)	February 7, 2024
_____ /s/ PATRICK DUMONT Patrick Dumont	President, Chief Operating Officer and Director	February 7, 2024
_____ /s/ IRWIN CHAFETZ Irwin Chafetz	Director	February 7, 2024
_____ /s/ MICHELINE CHAU Micheline Chau	Director	February 7, 2024
_____ /s/ CHARLES D. FORMAN Charles D. Forman	Director	February 7, 2024
_____ /s/ LEWIS KRAMER Lewis Kramer	Director	February 7, 2024
_____ /s/ ALAIN LI Alain Li	Director	February 7, 2024
_____ /s/ RANDY HYZAK Randy Hyzak	Executive Vice President and Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	February 7, 2024

THIRD AMENDED AND RESTATED
BY-LAWS
(as further amended effective October 18, 2022)
of
LAS VEGAS SANDS CORP.
(A Nevada Corporation)

ARTICLE 1
DEFINITIONS

As used in these By-laws, unless the context otherwise requires, the term:

- 1.1 “Articles of Incorporation” means the Certificate of Restated Articles of Incorporation of the Corporation, as further amended, supplemented or restated from time to time.
- 1.2 “Assistant Secretary” means an Assistant Secretary of the Corporation.
- 1.3 “Assistant Treasurer” means an Assistant Treasurer of the Corporation.
- 1.4 “Board” means the Board of Directors of the Corporation.
- 1.5 “By-laws” means these Amended and Restated By-Laws of the Corporation, as further amended from time to time.
- 1.6 “Chairman” means the Chairman of the Board of Directors of the Corporation.
- 1.7 “Corporation” means Las Vegas Sands Corp., a Nevada corporation.
- 1.8 “Directors” means the directors of the Corporation.
- 1.9 “Entire Board” means all then-authorized Directors of the Corporation.
- 1.10 “Exchange Act” means the Securities Exchange Act of 1934, as amended, or any successor statute thereto.
- 1.11 “General Corporation Law” means Chapter 78 of the Nevada Revised Statutes, as amended from time to time.
- 1.12 “Office of the Corporation” means the principal executive office of the Corporation.
- 1.13 “President” means the President of the Corporation.
- 1.14 “Secretary” means the Secretary of the Corporation.
- 1.15 “Securities Act” means the Securities Act of 1933, as amended, or any successor statute thereto.
- 1.16 “Stockholders” means the stockholders of the Corporation.
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1.17 "Treasurer" means the Treasurer of the Corporation.

1.18 "Vice President" means a Vice President of the Corporation.

ARTICLE 2 STOCKHOLDERS

2.1 Place of Meetings. Every meeting of Stockholders may be held at such place, within or without the State of Nevada, as may be designated by resolution of the Board from time to time. The Board may, in its sole discretion, determine that the meeting of Stockholders shall not be held at any place, but may instead be held solely by means of remote communication in accordance with Nevada law.

2.2 Annual Meeting. A meeting of Stockholders shall be held annually for the election of Directors at such date and time as may be designated by resolution of the Board from time to time. Any other business may be transacted at the annual meeting.

2.3 Special Meetings. Special meetings of Stockholders may be called only by (a) the Chairman or (b) a majority of the members of the Board and may not be called by any other person or persons. Business transacted at any special meeting of Stockholders shall be limited to the purpose stated in the notice.

2.4 Fixing Record Date. For the purpose of (a) determining the Stockholders entitled (i) to notice of or to vote at any meeting of Stockholders or any adjournment thereof or (ii) to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock; or (b) any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date was adopted by the Board and which record date shall not be (x) in the case of clause (a)(i) above, more than 60 days nor less than 10 days before the date of such meeting and (y) in the case of clause (a)(ii) or (b) above, more than 60 days prior to such action. If no such record date is fixed:

2.4.1 the record date for determining Stockholders entitled to notice of or to vote at a meeting of Stockholders shall be the close of business on the day next preceding the day on which notice is given, or, if notice is waived, the close of business on the day next preceding the day on which the meeting is held; and

2.4.2 the record date for determining Stockholders for any purpose other than those specified in Section 2.4.1 hereof shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

When a determination of Stockholders of record entitled to notice of or to vote at any meeting of Stockholders has been made as provided in this Section 2.4, such determination shall apply to any adjournment thereof unless the Board fixes a new record date for the adjourned meeting.

2.5 Notice of Meetings of Stockholders. Whenever under the provisions of applicable law, the Articles of Incorporation or these By-laws, Stockholders are required or permitted to take any action at a meeting, notice shall be given stating the place, if any, date and hour of the meeting, the means of remote communication, if any, by which Stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for

which the meeting is called. Notice of any meeting shall be given, not less than 10 nor more than 59 days before the date of the meeting, to each Stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, with postage prepaid, directed to the Stockholder at his or her address as it appears on the records of the Corporation. An affidavit of the Secretary or an Assistant Secretary or of the transfer agent of the Corporation that the notice required by this Section 2.5 has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein. Any meeting of Stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted at the meeting as originally called. If, however, the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Stockholder of record entitled to vote at the meeting.

2.6 Waivers of Notice. Waiver by a Stockholder in writing of a notice required to be given to such Stockholder shall constitute a waiver of notice of the meeting, whether executed and/or delivered before or after such meeting. Attendance by a Stockholder at a meeting shall constitute a waiver of notice of such meeting except when the Stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting has not been lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Stockholders need be specified in any waiver of notice.

2.7 List of Stockholders. With the frequency required by law, the Secretary shall prepare a list of the Corporation's stockholders, which shall be made available for inspection and copying as and to the extent required by applicable law, including without limitation Section 78.105 of the Nevada Revised Statutes. In addition, the Secretary shall prepare and make, or cause to be prepared and made, at least 10 days before every meeting of Stockholders, a complete list of the Stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each Stockholder and the number of shares registered in the name of each Stockholder. Such list shall be open to the examination of any Stockholder, the Stockholder's agent or attorney, at the Stockholder's expense, for any purpose germane to the meeting, during the meeting and during ordinary business hours for a period of at least 10 days prior to the meeting, at the principal place of business of the Corporation.

2.8 Quorum of Stockholders; Adjournment. At each meeting of Stockholders, the presence in person or by proxy of the holders of a majority in voting power of all outstanding shares of stock entitled to vote at the meeting of Stockholders, shall constitute a quorum for the transaction of any business at such meeting, except that, where a separate vote by a class or series or classes or series is required, a quorum shall consist of no less than a majority in voting power of the shares of such class or series or classes or series. When a quorum is present to organize a meeting of Stockholders and for purposes of voting on any matter, the quorum for such meeting or matter is not broken by the subsequent withdrawal of any Stockholders. In the absence of a quorum, the holders of a majority in voting power of the shares of stock present in person or represented by proxy at any meeting of Stockholders, including an adjourned meeting, whether or not a quorum is present, may adjourn such meeting to another time and place. Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be

counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

2.9 Voting; Proxies. Subject to any voting rights that may be granted to a holder of shares of a series of the Corporation's preferred stock then outstanding, every Stockholder entitled to vote at any meeting of Stockholders shall be entitled to one vote for each share of stock held by such Stockholder which has voting power upon the matter in question. Except as otherwise provided by Articles 5, 8 and 9 of the Articles of Incorporation, Sections 3.3, 3.6 and 6.7 of these By-laws, any provision of the Articles of Incorporation or these By-laws subsequently adopted requiring a different proportion, the rules and regulations of any stock exchange applicable to the Corporation, applicable law or pursuant to any rules or regulations applicable to the Corporation or its securities, at any meeting of Stockholders, all matters shall be decided by the affirmative vote of a majority in voting power of shares of stock present in person or represented by proxy and entitled to vote thereon. At all meetings of Stockholders for the election of Directors, a plurality of the votes cast shall be sufficient to elect. Each Stockholder entitled to vote at a meeting of Stockholders may authorize another person or persons to act for such Stockholder by proxy but no such proxy shall be voted or acted upon after six months from its date, unless the proxy provides for a longer period, not to exceed seven years. A proxy shall be irrevocable if the written authorization states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power. A Stockholder may revoke any proxy that is not irrevocable by attending the meeting and voting the Stockholder's shares in person or by delivering to the Secretary a revocation of the proxy or by delivering a new proxy bearing a later date.

2.10 Voting Procedures and Inspectors of Election at Meetings of Stockholders. The Board, in advance of any meeting of Stockholders, may appoint one or more inspectors, who may be employees of the Corporation, to act at the meeting and make a written report thereof. The Board may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting, the person presiding at the meeting may appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall (a) ascertain the number of shares outstanding and the voting power of each, (b) determine the shares represented at the meeting and the validity of proxies and ballots, (c) count all votes and ballots, (d) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (e) certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of their duties. Unless otherwise provided by the Board, the date and time of the opening and the closing of the polls for each matter upon which the Stockholders will vote at a meeting shall be determined by the person presiding at the meeting and shall be announced at the meeting. No ballot, proxies or votes, or any revocation thereof or change thereto, shall be accepted by the inspectors after the closing of the polls unless any court properly applying jurisdiction over the Corporation upon application by a Stockholder shall determine otherwise. In determining the validity and counting of proxies and ballots cast at any meeting of Stockholders, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for office at an election may serve as an inspector at such election.

2.11 Conduct of Meetings; Organization; Director Nominations and Other Stockholder Proposals.

(a) The Board may adopt by resolution such rules and regulations for the conduct of the meeting of Stockholders as it shall deem appropriate. At each meeting of Stockholders, the President, or in the absence of the President, the Chairman, or if there is no Chairman or if there be one and the Chairman is absent, a Vice President, and in case more than one Vice President shall be present, that Vice President designated by the Board (or in the absence of any such designation, the most senior Vice President, based on age, present), shall preside over the meeting. Any presiding officer of a meeting may delegate its duties and responsibilities to another officer entitled to preside over a meeting pursuant to the preceding sentence. Except to the extent inconsistent with such rules and regulations as are adopted by the Board, the person presiding over any meeting of Stockholders shall have the right and authority to convene and to adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such person, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the presiding officer of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting applicable to Stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the person presiding over the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. The presiding officer at any meeting of Stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such presiding officer should so determine, such person shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board or the person presiding over the meeting, meetings of Stockholders shall not be required to be held in accordance with the rules of parliamentary procedure. The Secretary, or in his or her absence, one of the Assistant Secretaries, shall act as secretary of the meeting. In case none of the officers above designated to act as the person presiding over the meeting or as secretary of the meeting, respectively, shall be present, a person presiding over the meeting or a secretary of the meeting, as the case may be, shall be designated by the Board, and in case the Board has not so acted, in the case of the designation of a person to act as secretary of the meeting, the person to act as secretary of the meeting shall be designated by the person presiding over the meeting.

(b) Only persons who are nominated in accordance with the following procedures shall be eligible for election as Directors. Nominations of persons for election to the Board may be made at an annual meeting or special meeting of Stockholders only (i) by or at the direction of the Board, (ii) by any nominating committee designated by the Board or (iii) by any Stockholder of the Corporation who was a Stockholder of record of the Corporation at the time the notice provided for in this Section 2.11 is delivered to the Secretary, who is entitled to vote for the election of Directors at the meeting and who complies with (A) the applicable provisions of Section 2.11(d) hereof and (B) the applicable requirements of Rule 14a-19 under the Exchange Act (persons nominated in accordance with (iii) above are referred to herein as "Stockholder nominees").

(c) At any annual meeting of Stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting of Stockholders, (i) business must be specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board, (ii) otherwise properly brought before the meeting by or at the direction of the Board or (iii) otherwise properly brought before the meeting by a Stockholder who was a Stockholder of record of the Corporation at the time the notice provided for in this Section 2.11 is delivered to the Secretary, who is entitled to vote at the meeting and who complies with the applicable provisions of Section 2.11(d) hereof (business brought before the meeting in accordance with (iii) above is referred to as "Stockholder business").

(d) At any annual or special meeting of Stockholders (i) all nominations of Stockholder nominees must be made by timely written notice given by or on behalf of a Stockholder of record of the Corporation (the "Notice of Nomination") and (ii) all proposals of Stockholder business must be made by timely written notice given by or on behalf of a Stockholder of record of the Corporation (the "Notice of Business"). To be timely, the Notice of Nomination or the Notice of Business, as the case may be, must be delivered personally to, or mailed to, and received at the Office of the Corporation, addressed to the attention of the Secretary, (i) in the case of the nomination of a person for election to the Board, or business to be conducted, at an annual meeting of Stockholders, not less than ninety (90) days nor more than one hundred and twenty (120) days prior to the first anniversary of the date of the prior year's annual meeting of Stockholders or (ii) in the case of the nomination of a person for election to the Board at a special meeting of Stockholders, not more than one hundred and twenty (120) days prior to and not less than the later of (a) ninety (90) days prior to such special meeting or (b) the tenth day following the day on which the notice of such special meeting was made by mail or Public Disclosure; provided, however, that in the event that either (i) the annual meeting of Stockholders is advanced by more than thirty (30) days, or delayed by more than seventy (70) days, from the first anniversary of the prior year's annual meeting of Stockholders or (ii) no annual meeting was held during the prior year, notice by the Stockholder to be timely must be received (i) no earlier than one hundred and twenty (120) days prior to such annual meeting and (ii) no later than the later of ninety (90) days prior to such annual meeting or ten (10) days following the day the notice of such annual meeting was made by mail or Public Disclosure. In no event shall the adjournment or postponement of an annual or special meeting, or the Public Disclosure thereof, commence a new time period (or extend any time period) for the giving of the Notice of Nomination or Notice of Business, as applicable.

Notwithstanding anything in the immediately preceding paragraph to the contrary, in the event that the number of directors to be elected to the Board at an annual meeting is increased and there is no public announcement by the Corporation naming the nominees for the additional directorships at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting, a Notice of Nomination shall also be considered timely, but only with respect to nominees for the additional directorships, if it shall be delivered at the Office of the Corporation, addressed to the attention of the Secretary, not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the Corporation.

The Notice of Nomination shall set forth (i) the name and record address of the Stockholder and/or beneficial owner proposing to make nominations, as they appear on the Corporation's books, (ii) the class and number of shares of stock held of record and beneficially by such Stockholder and/or such beneficial owner, (iii) whether and the extent to which any derivative instrument, swap, option, warrant, short interest, hedge or profit interest or other transaction has been entered into by or on behalf of such

Stockholder and/or such beneficial owner, or any affiliates or associates of such persons, with respect to stock of the Corporation, (iv) whether and the extent to which any other transaction, agreement, arrangement or understanding (including any short position or any borrowing or lending of shares of stock of the Corporation) has been made by or on behalf of such Stockholder and/or such beneficial owner, or any affiliates or associates of such persons, the effect or intent of any of the foregoing being to mitigate loss to, or to manage risk or benefit of stock price changes for, such person, or any affiliates or associates of such person, or to increase or decrease the voting power or pecuniary or economic interest of such person, or any affiliates or associates of such person, with respect to stock of the Corporation, (v) a description of all agreements, arrangements, or understandings (whether written or oral) between such Stockholder and/or such beneficial owner, or any affiliates or associates of such persons, and any proposed nominee or any other person or persons (including their names) pursuant to which the nomination(s) are being made by such person, and any material interest of such person, or any affiliates or associates of such person, in such nomination, including any anticipated benefit therefrom to such person, or any affiliates or associates of such person, (vi) a representation that the Stockholder is a holder of record of stock of the Corporation entitled to vote at the meeting and intends to appear in person or by proxy at the meeting to propose such nomination, (vii) all information regarding each Stockholder nominee that would be required to be set forth in a definitive proxy statement filed with the Securities and Exchange Commission pursuant to Section 14 of the Exchange Act, and the written consent of each such Stockholder nominee to being named as a nominee in any proxy statement relating to the annual or special meeting, as applicable, and to serve if elected, (viii) each Stockholder nominee's written representation and agreement that he or she (A) is not and will not become a party to any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such Stockholder nominee, if elected as a director of the Corporation, will act or vote on any issue or question that has not been disclosed to the Corporation, (B) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed to the Corporation, (C) has read and will comply with the Corporation's code of ethics, corporate governance guidelines, stock ownership and trading policies and guidelines and any other policies or guidelines of the Corporation applicable to directors, and (D) will make such other acknowledgments, enter into such agreements and provide such information as the Board of Directors requires of all directors, including promptly submitting all completed and signed questionnaires required of the Corporation's directors, (ix) all other information required by Rule 14a-19 under the Exchange Act and (x) all other information that would be required to be filed with the Securities and Exchange Commission if the person proposing such nominations were a participant in a solicitation subject to Section 14 of the Exchange Act. The Corporation may require any Stockholder nominee to furnish such other information as it may reasonably require to determine the eligibility of such Stockholder nominee to serve as a Director of the Corporation. A stockholder providing a Notice of Nomination shall further update and supplement such notice (i) if necessary, so that the information provided or required to be provided in such Notice of Nomination shall be true and correct as of the record date for determining the Stockholders entitled to receive notice of the annual meeting or special meeting, and such update and supplement shall be delivered personally to, or mailed to, and received at the Office of the Corporation, addressed to the attention of the Secretary, not later than 5 business days after the record date for determining the Stockholders entitled to receive notice of such annual meeting or special meeting and (ii) to provide evidence that the stockholder providing a Notice of Nomination has solicited proxies from holders representing at least 67% of the voting power of the shares entitled to vote in the election of directors, and such update and supplement shall be delivered personally to, or mailed to, and received at

the Office of the Corporation, addressed to the attention of the Secretary, not later than 5 business days after the stockholder providing a Notice of Nomination files a definitive proxy statement in connection with such annual meeting or special meeting. The person presiding over the meeting shall, if the facts warrant, determine and declare to the meeting that any proposed nomination of a Stockholder nominee was not made in accordance with the foregoing procedures and, if he should so determine, he shall so declare to the meeting and the defective nomination shall be disregarded.

The Notice of Business shall set forth (i) the name and record address of the Stockholder and/or beneficial owner proposing such Stockholder business, as they appear on the Corporation's books, (ii) the class and number of shares of stock held of record and beneficially by such Stockholder and/or such beneficial owner; (iii) whether and the extent to which any derivative instrument, swap, option, warrant, short interest, hedge or profit interest or other transaction has been entered into by or on behalf of such Stockholder and/or such beneficial owner, or any affiliates or associates of such persons, with respect to stock of the Corporation, (iv) whether and the extent to which any other transaction, agreement, arrangement or understanding (including any short position or any borrowing or lending of shares of stock of the Corporation) has been made by or on behalf of such Stockholder and/or such beneficial owner, or any affiliates or associates of such persons, the effect or intent of any of the foregoing being to mitigate loss to, or to manage risk or benefit of stock price changes for, such person, or any affiliates or associates of such person, or to increase or decrease the voting power or pecuniary or economic interest of such person, or any affiliates or associates of such person, with respect to stock of the Corporation, (v) a representation that the Stockholder is a holder of record of stock of the Corporation entitled to vote at the meeting and intends to appear in person or by proxy at the meeting to propose such business, (vi) a brief description of the Stockholder business desired to be brought before the annual meeting, the text of the proposal (including the text of any resolutions proposed for consideration and, in the event that such business includes a proposal to amend the By-laws, the language of the proposed amendment, and the reasons for conducting such Stockholder business at the annual meeting, (vii) a description of all agreements, arrangements, or understandings (whether written or oral) between or among such Stockholder and/or such beneficial owner, or any affiliates or associates of such persons, and any other person or persons (including their names) in connection with the proposal of such business and any material interest of such person or any affiliates or associates of such person, in such business, including any anticipated benefit therefrom to such person, or any affiliates or associates of such person, and (viii) all other information that would be required to be filed with the Securities and Exchange Commission if the person proposing such Stockholder business were a participant in a solicitation subject to Section 14 of the Exchange Act. A stockholder providing a Notice of Business shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such Notice of Business shall be true and correct as of the record date for determining the Stockholders entitled to receive notice of the annual meeting and such update and supplement shall be delivered personally to, or mailed to, and received at the Office of the Corporation, addressed to the attention of the Secretary, not later than 5 business days after the record date for determining the Stockholders entitled to receive notice of such annual meeting. Notwithstanding anything in these By-laws to the contrary, no business shall be conducted at the annual meeting of Stockholders except in accordance with the procedures set forth in this Section 2.11(d), provided, however, that nothing in this Section 2.11(d) shall be deemed to preclude discussion by any Stockholder of any business properly brought before the annual meeting in accordance with said procedure. Only such business shall be conducted at a special meeting of Stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. The person presiding over the meeting shall, if the facts warrant, determine and declare to the meeting, that business was not properly brought before the meeting in accordance with

the foregoing procedures and, if he should so determine, he shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

Notwithstanding the foregoing provisions of this Section 2.11, if the Stockholder (or a qualified representative of the Stockholder) does not appear at the annual or special meeting of Stockholders to present the Stockholder nomination or the Stockholder business, as applicable, such nomination shall be disregarded and such business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation.

For purposes of this Section 2.11, "Public Disclosure" shall be deemed to be first made when disclosure of such date of the annual or special meeting of Stockholders, as the case may be, is first made in a press release reported by the Dow Jones News Services, Associated Press or comparable national news service, or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act.

Notwithstanding the foregoing, a Stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 2.11. Nothing in this Section 2.11 shall be deemed to affect any rights of the holders of any series of preferred stock of the Corporation pursuant to any applicable provision of the Certificate of Incorporation.

Nothing contained in this Section 2.11 shall be deemed to affect any rights of Stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act (or any successor provision).

2.12 Order of Business. The order of business at all meetings of Stockholders shall be as determined by the person presiding over the meeting.

ARTICLE 3 DIRECTORS

3.1 General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board. The Board may adopt such rules and regulations, not inconsistent with the Articles of Incorporation or these By-laws or applicable law, as it may deem proper for the conduct of its meetings and the management of the Corporation.

3.2 Number; Qualification; Term of Office. The total number of Directors constituting the Entire Board shall be not less than 3 nor more than 15, with the then-authorized number of Directors being fixed from time to time by the Board. Directors need not be Stockholders. Each Director shall be elected to hold office for a term expiring at the next annual meeting of Stockholders and until the election and qualification of his or her successor in office or until any such Director's earlier death, resignation, disqualification or removal from office.

3.3 Election. Directors shall be elected by a plurality of the votes cast at a meeting of Stockholders by the holders of shares present in person or represented by proxy at the meeting and entitled to vote in the election.

3.4 Newly Created Directorships and Vacancies. Subject to the rights of the holders of any series of preferred stock then outstanding, any newly created directorships resulting from any increase in the authorized number of Directors or any

vacancies in the Board resulting from death, resignation, retirement, disqualification, removal from office or other cause may be filled by a majority vote of the remaining Directors then in office although less than a quorum, or by a sole remaining Director, and Directors so chosen shall hold office until the expiration of the term of office of the Director whom he or she has replaced or until his or her successor is duly elected and qualified. No decrease in the number of Directors constituting the Board shall shorten the term of any incumbent Director. When any Director shall give notice of resignation effective at a future date, the Board may fill such vacancy to take effect when such resignation shall become effective in accordance with the General Corporation Law.

3.5 Resignation. Any Director may resign at any time upon notice given in writing or by electronic transmission to the Corporation. Such resignation shall take effect at the time therein specified, and, unless otherwise specified in such resignation, the acceptance of such resignation shall not be necessary to make it effective.

3.6 Removal. Except for those Directors elected by the holders of any series of preferred stock provided for or fixed pursuant to the provisions of the Articles of Incorporation, any Director, or the Entire Board, may be removed from office at any time, but only for cause and only by the affirmative vote of at least 66-2/3% of the total voting power of the outstanding shares of stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class.

3.7 Compensation. Each Director, in consideration of his or her service as such, shall be entitled to receive from the Corporation such amount per annum or such fees for attendance at Directors' meetings, or both, as the Board may from time to time determine, together with reimbursement for the reasonable out-of-pocket expenses, if any, incurred by such Director in connection with the performance of his or her duties. Each Director who shall serve as a member of any committee of Directors, including as chairperson of such committee of Directors, in consideration of serving as such shall be entitled to such additional amount per annum or such fees for attendance at committee meetings, or both, as the Board may from time to time determine, together with reimbursement for the reasonable out-of-pocket expenses, if any, incurred by such Director in the performance of his or her duties. Nothing contained in this Section 3.7 shall preclude any Director from serving the Corporation or its subsidiaries in any other capacity and receiving proper compensation therefor.

3.8 Regular Meetings. Regular meetings of the Board may be held without notice at such times and at such places within or without the State of Nevada as shall from time to time be determined by the Board.

3.9 Special Meetings. Special meetings of the Board may be held at any time or place, within or without the State of Nevada, whenever called by the Chairman, the President or the Secretary or by a majority of the Directors then serving as Directors on at least 24 hours' notice to each Director given by one of the means specified in Section 3.12 hereof other than by mail, or on at least three days' notice if given by mail. Special meetings shall be called by the Chairman, President or Secretary in like manner and on like notice on the written request of a majority of the Directors then serving as Directors. Notwithstanding the foregoing, for a majority of Directors then serving as Directors to call a special meeting of the Board or request that a special meeting be called, they must first give the Chairman prior written notice of the calling of, or request for, a special meeting and the proposed agenda for such meeting at least 12 hours before calling for or requesting such meeting given by one of the means specified in Section 3.12 hereof other than by mail (or with at least two days' notice if given by mail). In addition to the foregoing, if the Chairman determines that an emergency or other pressing issue exists that requires the consideration of the Board, the Chairman may

call a special meeting of the Board upon three hours' notice given by electronic mail to the electronic mail address of each Director on file with the Corporation.

3.10 Meetings Through Electronic Communications. Directors or members of any committee designated by the Board may participate in a meeting of the Board or of such committee by means of electronic communications, videoconferencing, teleconferencing or other available technology permitted under Nevada law (including, without limitation, a telephone conference or other communications equipment by means of which all persons participating in the meeting can hear each other), and participation in a meeting pursuant to this Section 3.10 shall constitute presence in person at such meeting. If any such means are utilized, the Corporation shall, to the extent required under Nevada law, implement reasonable measures to (a) verify the identity of each person participating through such means as a director or member of the committee, as the case may be, and (b) provide the directors or members of the committee a reasonable opportunity to participate in the meeting and to vote on matters submitted to the directors or members of the committee, including an opportunity to communicate, and to read or hear the proceedings of the meeting in a substantially concurrent manner with such proceedings.

3.11 Adjourned Meetings. A majority of the Directors present at any meeting of the Board, including an adjourned meeting, whether or not a quorum is present, may adjourn such meeting to another time and place. At least 24 hours' notice of any adjourned meeting of the Board shall be given to each Director whether or not present at the time of the adjournment, if such notice shall be given by one of the means specified in Section 3.12 hereof other than by mail, or at least three (3) days' notice if by mail. Any business may be transacted at an adjourned meeting that might have been transacted at the meeting as originally called.

3.12 Notice Procedure. Subject to Sections 3.9 and 3.10 hereof, whenever notice is required to be given by the Corporation to any Director, such notice shall be deemed given effectively if given in person or by telephone, by mail addressed to such Director at such Director's address as it appears on the records of the Corporation, with postage thereon prepaid, or by telegram, telex, telecopy or other means of electronic transmission.

3.13 Waiver of Notice. Waiver by a Director in writing of notice of a Director's meeting shall constitute a waiver of notice of the meeting, whether executed and/or delivered before or after such meeting. Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting except when the Director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting has not been lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Directors or a committee of Directors need be specified in any written waiver of notice.

3.14 Organization. At each meeting of the Board, the Chairman, or in the absence of the Chairman, the President, or in the absence of the President, a chairman chosen by a majority of the Directors present, shall preside. The Secretary shall act as secretary at each meeting of the Board. In case the Secretary shall be absent from any meeting of the Board, an Assistant Secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the Secretary and all Assistant Secretaries, the person presiding at the meeting may appoint any person to act as secretary of the meeting.

3.15 Quorum of Directors. The presence in person of a majority of the Entire Board shall be necessary and sufficient to constitute a quorum for the transaction of business at any meeting of the Board.

3.16 Action by Majority Vote. Except as otherwise expressly required by applicable law, the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board.

3.17 Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all Directors or members of such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

ARTICLE 4 COMMITTEES OF THE BOARD

The Board may, by resolution, designate one or more committees, each committee to consist of one or more of the Directors of the Corporation. The Board may adopt charters for one or more of such committees. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. If a member of a committee shall be absent from any meeting, or disqualified from voting thereat, the remaining member or members present at the meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may, by a unanimous vote, appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent permitted by applicable law and to the extent provided in the resolution of the Board designating such committee or the charter for such committee, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it. The Board may remove any Director from any committee at any time, with or without cause. Unless otherwise specified in the resolution of the Board designating a committee or the charter for such committee, at all meetings of such committee, a majority of the then authorized members of the committee shall constitute a quorum for the transaction of business, and the vote of a majority of the members of the committee present at any meeting at which there is a quorum shall be the act of the committee. Each committee shall keep regular minutes of its meetings. Unless the Board otherwise provides, each committee designated by the Board may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board conducts its business pursuant to Article 3 of these By-laws.

ARTICLE 5 OFFICERS

5.1 Positions. The officers of the Corporation shall be a President, a Secretary, a Treasurer and such other officers as the Board may elect, including a Chairman, one or more Vice Presidents and one or more Assistant Secretaries and Assistant Treasurers, who shall exercise such powers and perform such duties as shall be determined from time to time by resolution of the Board. The Board may elect one or more Vice Presidents as Executive Vice Presidents and may use descriptive words or phrases to designate the standing, seniority or areas of special competence of the Vice

Presidents elected or appointed by it. Any number of offices may be held by the same person.

5.2 Election. The officers of the Corporation shall be elected by the Board at its annual meeting or at such other time or times as the Board shall determine.

5.3 Term of Office. Each officer of the Corporation shall hold office for the term for which he or she is elected and until such officer's successor is elected and qualifies or until such officer's earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Corporation. Such resignation shall take effect at the date of receipt of such notice or at such later time as is therein specified, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective. The resignation of an officer shall be without prejudice to the contract rights of the Corporation, if any. Any officer may be removed at any time, with or without cause, by the Board. Any vacancy occurring in any office of the Corporation may be filled by the Board. The removal of an officer, with or without cause, shall be without prejudice to the officer's contract rights, if any. The election or appointment of an officer shall not of itself create contract rights.

5.4 Fidelity Bonds. The Corporation may secure the fidelity of any or all of its officers or agents by bond or otherwise.

5.5 Chairman. The Chairman, if one shall have been appointed, shall preside at all meetings of the Board and shall exercise such powers and perform such other duties as shall be determined from time to time by resolution of the Board.

5.6 Chief Executive Officer. The Chief Executive Officer shall have general supervision over the business of the Corporation, subject, however, to the control of the Board and of any duly authorized committee of the Board. The Chief Executive Officer shall preside at all meetings of the Stockholders and at all meetings of the Board at which the Chairman (if there be one) is not present. The Chief Executive Officer may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts and other instruments, except in cases in which the signing and execution thereof shall be expressly delegated by resolution of the Board or by these By-laws to some other officer or agent of the Corporation or shall be required by applicable law otherwise to be signed or executed and, in general, the Chief Executive Officer shall perform all duties incident to the office of Chief Executive Officer of a corporation and such other duties as may from time to time be assigned to the Chief Executive Officer by resolution of the Board.

5.7 President. At the request of the Chief Executive Officer, or, in the Chief Executive Officer's absence, at the request of the Board, the President, if one shall have been appointed, shall perform all of the duties of the Chief Executive Officer and, in so performing, shall have all the powers of, and be subject to all restrictions upon, the Chief Executive Officer. The President may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts and other instruments, except in cases in which the signing and execution thereof shall be expressly delegated by resolution of the Board or by these By-laws to some other officer or agent of the Corporation or shall be required by applicable law otherwise to be signed or executed and, in general, the President shall perform all duties incident to the office of President of a corporation and such other duties as may from time to time be assigned to the President by resolution of the Board.

5.8 Vice Presidents. At the request of the President, or, in the President's absence, at the request of the Board, the Vice Presidents shall (in such order as may be designated by the Board, or, in the absence of any such designation, in order of

seniority based on title) perform all of the duties of the President and, in so performing, shall have all the powers of, and be subject to all restrictions upon, the President. Any Vice President may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts and other instruments, except in cases in which the signing and execution thereof shall be expressly delegated by resolution of the Board or by these By-laws to some other officer or agent of the Corporation, or shall be required by applicable law otherwise to be signed or executed, and each Vice President shall perform such other duties as from time to time may be assigned to such Vice President by resolution of the Board or by the President.

5.9 Secretary. The Secretary shall attend all meetings of the Board and of the Stockholders and shall record all the proceedings of the meetings of the Board and of the Stockholders in a book to be kept for that purpose, and shall perform like duties for committees of the Board, when required. The Secretary shall give, or cause to be given, notice of all special meetings of the Board and of the Stockholders and shall perform such other duties as may be prescribed by the Board or by the President, under whose supervision the Secretary shall be. The Secretary shall have custody of the corporate seal of the Corporation, and the Secretary, or an Assistant Secretary, shall have authority to affix the same on any instrument requiring it, and when so affixed, the seal may be attested by the signature of the Secretary or by the signature of such Assistant Secretary. The Board may, by resolution, give general authority to any other officer to affix the seal of the Corporation and to attest the same by such officer's signature. The Secretary or an Assistant Secretary may also attest all instruments signed by the President or any Vice President. The Secretary shall have charge of all the books, records and papers of the Corporation relating to its organization and management, shall see that the reports, statements and other documents required by applicable law are properly kept and filed and, in general, shall perform all duties incident to the office of Secretary of a corporation and such other duties as may from time to time be assigned to the Secretary by resolution of the Board or by the President.

5.10 Treasurer. The Treasurer shall have charge and custody of, and be responsible for, all funds, securities and notes of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any sources whatsoever; deposit all such moneys and valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board; against proper vouchers, cause such funds to be disbursed by checks or drafts on the authorized depositories of the Corporation signed in such manner as shall be determined by the Board and be responsible for the accuracy of the amounts of all moneys so disbursed; regularly enter or cause to be entered in books or other records maintained for the purpose full and adequate account of all moneys received or paid for the account of the Corporation; have the right to require from time to time reports or statements giving such information as the Treasurer may desire with respect to any and all financial transactions of the Corporation from the officers or agents transacting the same; render to the President or the Board, whenever the President or the Board shall require the Treasurer so to do, an account of the financial condition of the Corporation and of all financial transactions of the Corporation; disburse the funds of the Corporation as ordered by the Board; and, in general, perform all duties incident to the office of Treasurer of a corporation and such other duties as may from time to time be assigned to the Treasurer by resolution of the Board or by the President.

5.11 Assistant Secretaries and Assistant Treasurers. Assistant Secretaries and Assistant Treasurers shall perform such duties as shall be assigned to them by the Secretary or by the Treasurer, respectively, or by resolution of the Board or by the President.

ARTICLE 6
GENERAL PROVISIONS

6.1 Certificates Representing Shares. The shares of stock of the Corporation shall be represented by certificates, or shall be uncertificated shares that may be evidenced by a book-entry system maintained by the registrar of such stock, or a combination of both. Every holder of stock shall be entitled to have a certificate, signed by or in the name of the Corporation by the Chairman, if any, or the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, certifying the number of shares owned by such holder of stock in the Corporation; provided that the Board may authorize the issuance of uncertificated shares of some or all of any or all classes or series of the Corporation's stock. Any such issuance of uncertificated shares shall have no effect on existing certificates for shares until such certificates are surrendered to the Corporation, or on the respective rights and obligations of the Stockholders. Any or all of the signatures upon a certificate may be facsimiles. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon any certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

6.2 Transfer and Registry Agents. The Corporation may from time to time maintain one or more transfer offices or agents and registry offices or agents at such place or places as may be determined from time to time by the Board.

6.3 Lost, Stolen or Destroyed Certificates. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

6.4 Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or by means of, or be in the form of, any information storage device or method, provided that the records so kept can be converted into clearly legible paper form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to applicable law.

6.5 Seal. The corporate seal shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

6.6 Fiscal Year. The fiscal year of the Corporation shall be determined by resolution of the Board.

6.7 Amendments. Subject to the rights of holders of shares of any series of the Corporation's preferred stock then outstanding, these By-laws may be altered, amended or repealed and new By-laws may be adopted either (i) by a majority of the Directors present at a meeting at which a quorum is present or (ii) by the affirmative vote of at least 66-2/3% of the voting power of the shares of then outstanding voting stock of the Corporation, voting together as a single class.



SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement ("Second Amendment") is entered into by and between Las Vegas Sands Corp., a Nevada corporation ("LVSC"), and Las Vegas Sands, LLC, a wholly owned subsidiary of LVSC (together with LVSC, the "Company") and D. Zachary Hudson ("you") effective January 1, 2024 ("Effective Date"). Capitalized terms that are used in this Second Amendment but that are not defined herein shall have the meanings assigned to those terms in the Agreement as amended by that certain First Amendment effective March 1, 2021 (the "Amended Agreement"). In consideration of the mutual promises, covenants, conditions, and provisions contained herein, the parties agree as follows:

1. **Extension of Term.** The term of employment set forth in Section 3 (Term) of the Amended Agreement is hereby extended through and including December 31, 2029.

2. **Base Salary.** The gross base salary stated in Section 4 (Base Salary) of the Amended Agreement shall be increased to \$1,300,000 effective January 1, 2024.

3. **Bonus/Incentive.** Section 5 of the Amended Agreement (Bonus/Incentive) is replaced in its entirety by the following:

You will be eligible for an annual bonus ("Bonus") under the Las Vegas Sands Corp. Executive Cash Incentive Plan in which the Company's senior executives participate for each calendar year of the Term (with a target Bonus of 175% of Base Salary commencing in calendar year 2024), subject to the achievement of performance criteria approved by the CEO and established by the Compensation Committee of the Board of Directors of LVSC (the "Compensation Committee"). The Bonus shall be payable at 85% of target if the applicable performance criteria are determined to be achieved at the threshold payout level and shall not exceed 115% of target if the applicable performance criteria are determined to be achieved at the maximum payout level. The actual amount of the Bonus for each such calendar year shall be determined by the Compensation Committee after consultation with the CEO. The Bonus for any year shall be payable at the same time as annual bonuses are paid to other senior executives of the Company, but no later than March 15 of the year immediately following the year to which the Bonus relates, subject to your continued employment through the payment date (except for the Bonus for the 2029 calendar year, which shall be subject to your continued employment through the end of the Term).

4. **Equity Award.** Section 6 of the Amended Agreement is replaced in its entirety by the following:
- (a) In each calendar year during the Term while you are employed by the Company, commencing with respect to performance in calendar year 2024, subject to the achievement of performance criteria established by the Compensation Committee for you in respect of the prior calendar year, the Compensation Committee will grant you restricted stock units ("RSUs") in respect of a number of shares (the "Shares") of LVSC common stock ("Common Stock") in a target amount equal to 200% of your base salary based upon the fair market value per Share on the date of grant (the "Annual RSU Award"). The Annual RSU Award shall be granted at 85% of target if the applicable performance criteria are determined to be achieved at the threshold level and shall not exceed 115% of target if the applicable performance criteria are determined to be achieved at the maximum level. The actual amount of the Annual RSU Award for each such calendar year shall be determined by the Compensation Committee in its sole discretion. The RSUs shall be granted pursuant to the terms of the LVSC Amended and Restated 2004 Equity Award Plan (the "2004 Plan") or a successor plan, and shall vest as to thirty-three percent (33%) on the first and second anniversaries of such grant and thirty-four percent (34%) on the third anniversary of such grant subject to your continued employment with the Company as of the applicable vesting date or otherwise as described in this Agreement. The Annual RSU Award for each year during the Term shall be granted following the first meeting of the Compensation Committee during the year to which such Annual RSU Award relates (at the time when equity incentive awards are granted to other employees of the Company, but in no event later than March 15 of such year). Except as otherwise provided herein, the RSUs shall be subject to the terms and conditions of the 2004 Plan (or a successor plan) and the Company's form of Restricted Stock Units Award Agreement for its senior executives. If elected by you, the Company shall withhold Shares sufficient to cover the minimum statutory withholding taxes due in connection with the vesting of the RSUs.
- (b) The Compensation Committee has approved that on the date this Second Amendment is executed (the "Date of Grant" as defined under the 2004 Plan) you will be granted options to purchase shares of Common Stock with a total Black-Scholes value of \$7,950,000 on the Date of Grant (the "Second Amendment Option Grant"). The exercise price per share of Common Stock for the Second Amendment Option Grant shall be equal to the closing price of a share of Common Stock on the Date of Grant. Except as otherwise set forth herein, the Second Amendment Option Grant shall vest on December 31, 2029, subject to your continued employment with the Company as of the vesting date. The Second Amendment Option Grant shall be subject to the terms and conditions of the 2004 Plan (or a successor plan) and the Company's form of Nonqualified Stock Option Agreement for its senior executives.
-

5. **Termination by the Company without Cause; Termination by You for Good Reason.** The first paragraph of Section 11(b) of the Amended Agreement is replaced in its entirety by the following:

The Company may terminate your employment without Cause at any time by giving you written notice to that effect. You may terminate your employment for Good Reason (as defined below) upon 60 days advance written notice. In the event that the Company terminates your employment without Cause or you terminate your employment for Good Reason, commencing in calendar year 2024 you shall thereupon be entitled to (i) payments equal to your Base Salary plus your target Bonus paid over the twelve (12) months following your termination, subject to applicable withholdings, provided that: (A) the first such payment shall not be made until the first regular payroll date following the effective date (after the expiration of the applicable revocation period) of the general release and covenant not to sue that you are required to execute pursuant to Section 12 below, which first payment shall consist of all such payments that otherwise would have been made to you pursuant to this Section 11(b) between the termination of your employment and the effective date of such general release and covenant not to sue, and (B) to the extent necessary to avoid accelerated taxation and/or tax penalties under Section 409A (as defined below), the applicable portion of such payments shall be paid prior to March 15 of the year following the year in which the termination of your employment occurred, and (ii) the immediate vesting of the portion of the Second Amendment Option Grant that would have vested had the Second Amendment Option Grant been subject to annual pro rata vesting commencing with the Date of Grant. Should the Company terminate your employment without Cause, you will also: be reimbursed for reasonable expenses incurred, but not paid prior to the effective date of such termination of employment, subject to Company policies including providing of supporting receipts; be entitled to such rights to other compensation and benefits as may be provided in applicable plans and programs of the Company, including, without limitation, applicable employee benefit plans and programs, according to the terms and conditions of such plans and programs including COBRA benefits at your own expense; and a relocation to the city of your choice in the continental United States pursuant to the Company's relocation policy.

6. **Release.** The final paragraph of Section 12 of the Amended Agreement is replaced in its entirety by the following:

Release. Notwithstanding any other provision of this Agreement to the contrary, you acknowledge and agree that any payments or accelerated vesting to which you may become entitled under Section 11(b) above are conditional upon and subject to your (a) execution of a general release and covenant not to sue in a form reasonably acceptable to the Company within 60 days following the termination of your employment which will include a release of all claims you may have against the Company, its affiliates and their respective directors, officers and employees and (b) not revoking your consent to the general release and covenant not to sue in accordance with any applicable law and the terms of such release.

7. **Non-Competition.** Section 13(a) of the Amended Agreement is replaced in its entirety by the following:

Non-Competition. During all periods of employment with the Company and for a period commencing on the date of any termination of employment ("Termination Date") and ending one (1) year following the Termination Date, you agree that you will not serve as a senior manager, business leader or strategic advisor to any casino or casino-hotel or any affiliate thereof or any other competitor that operates within (i) Clark County, Nevada including, without limitation, the City of Las Vegas, or any governmental unit, incorporated or unincorporated area within Clark County, Nevada, (ii) the Macau Special Administrative Region of The People's Republic of China, (iii) Japan, (iv) Korea, (v) Thailand, (vi) New York and New Jersey, (vii) Singapore, (viii) Texas, or (ix) any other location in which the Company or any of its affiliates is doing business or has made substantial plans to commerce doing business, in each case at the time of your termination; provided, however that nothing herein shall prohibit you from practicing law under any applicable rules of professional conduct. You acknowledge and agree that the restrictive covenant contained in this paragraph is supported by valuable consideration, and is reasonable in its scope and duration, and that the covenant protects the legitimate interests of the Company and imposes no undue hardship on you. The period, the geographical area and the scope of the restrictions on your activities are divisible so that if any provision of the restriction shall be declared by a court of competent jurisdiction or by an arbitrator to exceed that maximum time period, geographical area, or scope which such court or arbitrator deems reasonable and enforceable, this provision shall be automatically modified to the extent necessary to make it reasonable and enforceable as may be determined by any such court or arbitrator.

8. **Non-disparagement.** Section 14(b) of the Amended Agreement is replaced in its entirety by the following:

Non-disparagement. During all periods of employment and in perpetuity thereafter, you agree that you shall neither cause to be made or offered, nor make or offer any slanderous, denigrating, disparaging or malicious comments, remarks, statements or opinions regarding Sheldon G. Adelson, the estate of Sheldon G. Adelson, the Company, its subsidiaries or affiliates, or any of their respective predecessors or successors, or any individuals or entities that to your knowledge are current or former directors, officers, employees, shareholders, partners, members, agents or representatives of any of the foregoing, in their capacities as such, with respect to any of their respective past or present activities, or otherwise publish (whether in writing or orally) statements that tend to portray any of the aforementioned parties in an unfavorable light; provided, that nothing herein shall or shall be deemed to prevent or impair you from filing a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("Government Agencies"). You understand that this Agreement does not limit your ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government

Agency, including providing documents or other information, without notice to the Company or testifying truthfully in any legal or administrative proceeding if such testimony is compelled or requested or otherwise complying with any subpoenas or other judicial or governmental requests for information. You further understand that nothing herein shall prevent you from exercising your rights under Nevada Assembly Bill No. 248 (2019) or Nevada Assembly Bill No. 60 (2021).

9. **Dispute Resolution.** Section 15 of the Amended Agreement is replaced in its entirety by the following:

In the unlikely event of a dispute, the Company and you expressly understand and voluntarily agree that any claim which either party may have against the other under local, state or federal law including, but not limited to, matters of discrimination, matters arising out of the termination or alleged breach of this Agreement or the terms, conditions or termination of employment, which cannot first be settled through direct discussions between the parties, will be submitted to mediation and, if mediation is unsuccessful, to final and binding arbitration administered by the American Arbitration Association (the "AAA") under its Employment Arbitration Rules and Mediation Procedures (the "Rules") and judgment on the award rendered by the arbitrators may be entered in any court in Clark County, Nevada. A copy of the Rules may be obtained online at <https://www.adr.org/sites/default/files/Employment%20Rules.pdf>, or from the Company's Human Resources department. Any controversy or claim submitted for arbitration shall be submitted to a panel of three (3) arbitrators selected in the manner specified in the Rules from the roster of arbitrators of the AAA. The arbitration proceedings shall be conducted in Las Vegas, Nevada, and the arbitration costs of the AAA including but not limited to the fees of the arbitrator shall be paid by Company, provided, however, that each Party shall be responsible for its own attorney fees. This dispute resolution paragraph of this Agreement provides the exclusive remedies and each party expressly waives the right to pursue redress in any other forum except only the right to pursue equitable remedies. Notwithstanding anything to the contrary herein, (A) you may, but are not required to, arbitrate claims for sexual harassment or assault to the extent applicable law renders a pre-dispute arbitration agreement covering such claims invalid or unenforceable and (B) this Section 15 shall not (x) cover any claim or charge which, by law, cannot be the subject of a compulsory arbitration agreement or (y) preclude you from filing charges with the federal Equal Employment Opportunity Commission or similar state or local agencies. During the pendency of any claim under this dispute resolution procedure, you agree to make no statement orally or in writing regarding the existence of the claim or the facts forming the basis of such claim, or any statement orally or in writing which could impair or disparage the personal or business reputation of the Company, its affiliates or the estate of Sheldon G. Adelson. You understand and acknowledge that by signing this Agreement, you are waiving the right to a jury trial, or a trial before a judge in public court.

10. **Clawback Policies.** Any compensation provided to you which is subject to recovery under any law, government regulation, stock exchange listing requirement or Company policy, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation, stock exchange listing requirement or Company policy (or any policy

adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement), including, without limitation, the LVSC Forfeiture of Improperly Received Compensation Policy, effective January 23, 2018, as may be amended from time to time, and the LVSC Clawback Policy, effective December 1, 2023 (together, the "Clawback Policies"). You knowingly, voluntarily and irrevocably consent to and agree to be bound by and subject to the terms and conditions of the Clawback Policies, including that (i) you will return any erroneously awarded compensation that is required to be repaid in accordance with the Clawback Policies, (ii) the compensation that you receive, have received or may become entitled to receive from the Company is subject to the Clawback Policies, and the Clawback Policies may affect such compensation, and (iii) you have no right to indemnification, insurance payments or other reimbursement by or from the Company for any compensation that is subject to recoupment and/or forfeiture under the Clawback Policies.

11. **Original Amended Agreement.** Except as expressly modified by this Second Amendment, the terms and conditions of the Amended Agreement are, and shall continue to remain, in full force and effect. In the event of a conflict between the terms of this Second Amendment and the Amended Agreement, the terms of this Second Amendment shall control.

The parties have read, understood, and duly executed this Second Amendment by their signatures below.

D. Zachary Hudson

Las Vegas Sands Corp.

/S/ D. ZACHARY HUDSON

/S/ ROBERT G. GOLDSTEIN

Robert G. Goldstein
Chief Executive Officer

Date: December 13, 2023

Date: December 13, 2023



FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement ("First Amendment") is entered into by and between Las Vegas Sands Corp., a Nevada corporation ("LVSC"), and Las Vegas Sands, LLC, a wholly owned subsidiary of LVSC (together with LVSC, the "Company") and Randy A. Hyzak ("you") effective as of January 1, 2024 ("Effective Date"). Capitalized terms that are used in this First Amendment but that are not defined herein shall have the meanings assigned to those terms in the employment agreement by and between the Company and you effective as of January 26, 2021 (the "Agreement"). In consideration of the mutual promises, covenants, conditions, and provisions contained herein, the parties agree as follows:

1. **Extension of Term.** The term of employment set forth in Section 4 (Employment Term) of the Agreement is hereby extended through and including December 31, 2029.

2. **Annual Performance Bonus.** Section 6(b) of the Agreement (Annual Performance Bonus) is replaced in its entirety by the following:

You will be eligible for an annual bonus ("Bonus") under the Las Vegas Sands Corp. Executive Cash Incentive Plan in which the Company's senior executives participate for each calendar year of the Term (with a target Bonus of 150% of Base Salary commencing in calendar year 2024), subject to the achievement of performance criteria approved by the CEO and established by the Compensation Committee of the Board of Directors of LVSC (the "Compensation Committee"). The Bonus shall be payable at 85% of target if the applicable performance criteria are determined to be achieved at the threshold payout level and shall not exceed 115% of target if the applicable performance criteria are determined to be achieved at the maximum payout level. The actual amount of the Bonus for each such calendar year shall be determined by the Compensation Committee after consultation with the CEO. The Bonus for any year shall be payable at the same time as annual bonuses are paid to other senior executives of the Company, but no later than March 15 of the year immediately following the year to which the Bonus relates, subject to your continued employment through the payment date (except for the Bonus for the 2029 calendar year, which shall be subject to your continued employment through the end of the Term).

3. **Equity Awards.** Section 7(a) of the Agreement is replaced in its entirety by the following:

In each calendar year during the Term while you are employed by the Company, commencing with respect to performance in calendar year 2024, subject to the achievement of performance criteria established by the Compensation Committee for you in respect of the prior calendar year, the Compensation Committee will grant you restricted stock units ("RSUs") in respect of a number of

shares (the "Shares") of LVSC common stock ("Common Stock") in a target amount equal to 175% of your base salary based upon the fair market value per Share on the date of grant (the "Annual RSU Award"). The Annual RSU Award shall be granted at 85% of target if the applicable performance criteria are determined to be achieved at the threshold level and shall not exceed 115% of target if the applicable performance criteria are determined to be achieved at the maximum level. The actual amount of the Annual RSU Award for each such calendar year shall be determined by the Compensation Committee in its sole discretion. The RSUs shall be granted pursuant to the terms of the LVSC Amended and Restated 2004 Equity Award Plan (the "2004 Plan") or a successor plan, and shall vest as to thirty-three percent (33%) on the first and second anniversaries of such grant and thirty-four percent (34%) on the third anniversary of such grant subject to your continued employment with the Company as of the applicable vesting date or otherwise as described in this Agreement. The Annual RSU Award for each year during the Term shall be granted following the first meeting of the Compensation Committee during the year to which such Annual RSU Award relates (at the time when equity incentive awards are granted to other employees of the Company, but in no event later than March 15 of such year). Except as otherwise provided herein, the RSUs shall be subject to the terms and conditions of the 2004 Plan (or a successor plan) and the Company's form of Restricted Stock Units Award Agreement for its senior executives. If elected by you, the Company shall withhold Shares sufficient to cover the minimum statutory withholding taxes due in connection with the vesting of the RSUs.

4. **Termination by the Company without Cause; Termination by You for Good Reason.** Section 11(b) of the Agreement is replaced in its entirety by the following:

In the event that the Company terminates your employment without Cause (and other than due to death or Disability), or you terminate your employment for Good Reason, commencing in calendar year 2024 you shall be entitled to receive (i) the Accrued Benefits; (ii) an amount equal to the sum of your Base Salary plus your target Bonus, paid over twelve (12) months following the termination of your employment in accordance with the Company's normal payroll practices; (iii) any unpaid Bonus for the calendar year preceding the date of termination of your employment, regardless of the general requirement to remain employed through the payment date; and (iv) immediate vesting of all equity awards previously granted to you pursuant to this Agreement or otherwise. The restrictions set forth in Section 16 (but not in Section 17) shall continue to apply following such termination of employment.

5. **Non-disparagement.** Section 16 of the Agreement amended to include the following as new Section 16(c):

c. During all periods of employment and in perpetuity thereafter, you agree that you shall neither cause to be made or offered, nor make or offer any slanderous, denigrating, disparaging or malicious comments, remarks, statements or opinions regarding Sheldon G. Adelson, the estate of Sheldon G. Adelson, the Company, its subsidiaries or affiliates, or any of their respective predecessors or successors, or any individuals or entities that to your knowledge are current or former directors, officers, employees, shareholders, partners, members, agents or representatives of any of the

foregoing, in their capacities as such, with respect to any of their respective past or present activities, or otherwise publish (whether in writing or orally) statements that tend to portray any of the aforementioned parties in an unfavorable light; provided, that nothing herein shall or shall be deemed to prevent or impair you from filing a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("Government Agencies"). You understand that this Agreement does not limit your ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company or testifying truthfully in any legal or administrative proceeding if such testimony is compelled or requested or otherwise complying with any subpoenas or other judicial or governmental requests for information. You further understand that nothing herein shall prevent you from exercising your rights under Nevada Assembly Bill No. 248 (2019) or Nevada Assembly Bill No. 60 (2021).

6. **Non-Competition.** Section 17(a) of the Amended Agreement is replaced in its entirety by the following:

During your employment with the Company and for a period of one (1) year from the date of termination of your employment for any reason (the "Restriction Period"), you shall not serve as a senior manager, business leader or strategic advisor to any hotel or casino in (i) Nevada, (ii) the Macau Special Administrative Region of The People's Republic of China, (iii) Texas, (iv) Florida (v) New York, (vi) Japan, (vii) Korea, (viii) Vietnam, (ix) Singapore or (x) any other location in which the Company or any of its affiliates is doing business or has made substantial plans to commence doing business, in each case at the time of your termination.

7. **Dispute Resolution.** Section 19(g) of the Agreement amended to include the following as new Section 19(g)(vii):

vii. Notwithstanding anything to the contrary herein, (A) you may, but are not required to, arbitrate claims for sexual harassment or assault to the extent applicable law renders a pre-dispute arbitration agreement covering such claims invalid or unenforceable and (B) this Section 19(g) shall not (x) cover any claim or charge which, by law, cannot be the subject of a compulsory arbitration agreement or (y) preclude you from filing charges with the federal Equal Employment Opportunity Commission or similar state or local agencies.

8. **Clawback Policies.** Any compensation provided to you which is subject to recovery under any law, government regulation, stock exchange listing requirement or Company policy, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation, stock exchange listing requirement or Company policy (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement), including, without limitation, the LVSC Forfeiture of Improperly Received Compensation Policy, effective January 23, 2018, as may be amended from time to time, and the LVSC Clawback Policy, effective December 1, 2023 (together, the "Clawback Policies"). You

knowingly, voluntarily and irrevocably consent to and agree to be bound by and subject to the terms and conditions of the Clawback Policies, including that (i) you will return any erroneously awarded compensation that is required to be repaid in accordance with the Clawback Policies, (ii) the compensation that you receive, have received or may become entitled to receive from the Company is subject to the Clawback Policies, and the Clawback Policies may affect such compensation, and (iii) you have no right to indemnification, insurance payments or other reimbursement by or from the Company for any compensation that is subject to recoupment and/or forfeiture under the Clawback Policies.

9. **Original Amended Agreement.** Except as expressly modified by this First Amendment, the terms and conditions of the Agreement are, and shall continue to remain, in full force and effect. In the event of a conflict between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall control.

The parties have read, understood, and duly executed this First Amendment by their signatures below.

Randy A. Hyzak

Las Vegas Sands Corp.

/S/ RANDY HYZAK

/S/ ROBERT G. GOLDSTEIN

Robert G. Goldstein
Chief Executive Officer

Date: January 25, 2024

Date: January 25, 2024

Significant Subsidiaries of Las Vegas Sands Corp.

The following is a list of significant subsidiaries of Las Vegas Sands Corp., omitting subsidiaries which, considered in the aggregate as a single subsidiary, would not constitute a significant subsidiary as of December 31, 2023.

Legal Name	State or Other Jurisdiction of Incorporation or Organization
Las Vegas Sands, LLC	Nevada
LVS (Nevada) International Holdings, Inc.	Nevada
Marina Bay Sands Pte. Ltd.	Singapore
MBS Holdings Pte. Ltd.	Singapore
Sands China Ltd.	Cayman Islands
Venetian Casino Resort, LLC	Nevada
Venetian Cotai Limited	Macao
Venetian Macau Limited	Macao
Venetian Orient Limited	Macao
Venetian Venture Development Intermediate II	Cayman Islands
Venetian Venture Development Intermediate Limited	Cayman Islands

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-275303 on Form S-3 and Registration Statement No. 333-232819 on Form S-8 of our reports dated February 7, 2024, relating to the financial statements of Las Vegas Sands Corp., and the effectiveness of Las Vegas Sands Corp.'s internal control over financial reporting appearing in this Annual Report on Form 10-K for the year ended December 31, 2023.

/s/ Deloitte & Touche LLP

Las Vegas, Nevada
February 7, 2024



February 5, 2024
Las Vegas Sands Corp.
5420 S. Durango Dr.
Las Vegas, Nevada 89113
United States

Dear Sir/Madam:

We hereby consent to the reference of our name under the headings "Business—Doing Business in Macao, Hong Kong and mainland China" and "Risk Factors—Risks Related to Doing Business in China" in Las Vegas Sands Corp.'s (the "Company") Annual Report on Form 10-K (the "2023 Form 10-K"), which will be filed with the Securities and Exchange Commission (the "SEC") on or around the date hereof.

We also consent to the filing of this consent letter with the SEC as an exhibit to the 2023 Form 10-K being filed on the date hereof and incorporated by reference into the Company's registration statement on Form S-3 filed with the SEC on November 3, 2023 and the Company's registration statement on Form S-8 (File No. 333-232819) filed with the SEC on July 25, 2019.

In giving such consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, or under the Securities Exchange Act of 1934, in each case, as amended, or the regulations promulgated thereunder.

Very truly yours,

/s/ Haiwen & Partners

HAIWEN & PARTNERS

海问律师事务所 HAIWEN & PARTNERS

北京市海问律师事务所

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北京 BEIJING | 上海 SHANGHAI | 深圳 SHENZHEN | 香港 HONG KONG | 成都 CHENGDU | 海口 HAIKOU

LAS VEGAS SANDS CORP.

CERTIFICATIONS

I, Robert G. Goldstein, certify that:

1. I have reviewed this annual report on Form 10-K of Las Vegas Sands Corp.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 7, 2024

By: /s/ ROBERT G. GOLDSTEIN
Robert G. Goldstein
Chief Executive Officer
(Principal Executive Officer)

LAS VEGAS SANDS CORP.

CERTIFICATIONS

I, Randy Hyzak, certify that:

1. I have reviewed this annual report on Form 10-K of Las Vegas Sands Corp.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 7, 2024

By: /s/ RANDY HYZAK
Randy Hyzak
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

CERTIFICATION UNDER SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report on Form 10-K for the year ended December 31, 2023 as filed by Las Vegas Sands Corp. with the Securities and Exchange Commission on the date hereof (the "Report"), I certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Las Vegas Sands Corp.

Date: February 7, 2024

By: /s/ ROBERT G. GOLDSTEIN
Robert G. Goldstein
Chief Executive Officer
(Principal Executive Officer)

CERTIFICATION UNDER SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report on Form 10-K for the year ended December 31, 2023 as filed by Las Vegas Sands Corp. with the Securities and Exchange Commission on the date hereof (the "Report"), I certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Las Vegas Sands Corp.

Date: February 7, 2024

By: /s/ RANDY HYZAK

Randy Hyzak
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

Clawback Policy

The Board of Directors (the "Board") of Las Vegas Sands Corp. (the "Company") has determined that it is appropriate for the Company to adopt this Clawback Policy (the "Policy") to be applied to the Executive Officers of the Company effective as of the Effective Date.

1 POLICY STATEMENT

The purpose of this policy is to set forth the circumstances under which the Company's Board of Directors or a Committee thereof may exercise its discretion to require an Executive Officer (as defined in the Policy) to reimburse Erroneously Awarded Compensation (as defined in the Policy).

2 SCOPE

This policy applies to the Executive Officers of the Company.

3 DEFINITIONS

For purposes of this Policy, the following definitions shall apply:

- a) "**Committee**" means the Compensation Committee of the Board.
- b) "**Company Group**" means the Company and each of its Subsidiaries, as applicable.
- c) "**Covered Compensation**" means any Incentive-Based Compensation granted, vested or paid to a person who served as an Executive Officer at any time during the performance period for the Incentive-Based Compensation and that was received (i) on or after the effective date of NYSE listing standard Section 303A.14, (ii) after the person became an Executive Officer and (iii) at a time that the Company had a class of securities listed on a national securities exchange or a national securities association.
- d) "**Effective Date**" means December 1, 2023.
- e) "**Erroneously Awarded Compensation**" means the amount of Covered Compensation granted, vested, or paid to a person that exceeds the amount of Covered Compensation that otherwise would have been granted, vested or paid to the person had such amount been determined based on the applicable Restatement, computed without regard to any taxes paid (i.e., on a pre-tax basis). For Covered Compensation based on stock price or total shareholder return, where the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in a Restatement, the Committee will determine the amount of such Covered Compensation that constitutes Erroneously Awarded Compensation, if any, based on a reasonable estimate of the effect of the Restatement on the stock price or total shareholder return upon which the Covered Compensation was granted, vested or paid and the Committee shall maintain documentation of such determination and provide such documentation to the NYSE.
- f) "**Exchange Act**" means the Securities Exchange Act of 1934.
- g) "**Executive Officer**" means each "officer" of the Company as defined under Rule 16a-1(f) under Section 16 of the Exchange Act, which shall be deemed to include any individuals identified by the Company as executive officers pursuant to Item 401(b) of Regulation S-K under the Exchange Act. Both current and former Executive Officers are subject to the Policy in accordance with its terms.
- h) "**Financial Reporting Measure**" means (i) any measure that is determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measures derived wholly or in part from such measures and may consist of GAAP or non-GAAP financial measures (as defined under Regulation G of the Exchange Act and Item 10 of Regulation S-K under the Exchange Act), (ii) stock price or (iii) total shareholder return. Financial Reporting Measures may or may not be

filed with the SEC and may be presented outside the Company's financial statements, such as In Managements' Discussion and Analysis of Financial Conditions and Result of Operations or in the performance graph required under Item 201(e) of Regulation S-K under the Exchange Act.

- i) **"Home Country"** means the Company's jurisdiction of incorporation.
- j) **"Incentive-Based Compensation"** means any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a Financial Reporting Measure.
- k) **"Lookback Period"** means the three completed fiscal years (plus any transition period of less than nine months that is within or immediately following the three completed fiscal years and that results from a change in the Company's fiscal year) immediately preceding the date on which the Company is required to prepare a Restatement for a given reporting period, with such date being the earlier of: (i) the date the Board, a committee of the Board, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare a Restatement, or (ii) the date a court, regulator or other legally authorized body directs the Company to prepare a Restatement. Recovery of any Erroneously Awarded Compensation under the Policy is not dependent on if or when the Restatement is actually filed.
- l) **"NYSE"** means the New York Stock Exchange.
- m) **"Received"** Incentive-Based Compensation is deemed "received" in the Company's fiscal period during which the Financial Reporting Measure specified in or otherwise relating to the Incentive-Based Compensation award is attained, even if the grant, vesting or payment of the Incentive-Based Compensation occurs after the end of that period.
- n) **"Restatement"** means a required accounting restatement of any Company financial statement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including (i) to correct an error in previously issued financial statements that is material to the previously issued financial statements (commonly referred to as a "Big R" restatement) or (ii) to correct an error in previously issued financial statements that is not material to the previously issued financial statements but that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (commonly referred to as a "little r" restatement), within the meaning of Exchange Act Rule 10D-1 and NYSE listing standard Section 303A.14. Changes to the Company's financial statements that do not represent error corrections under the then-current relevant accounting standards will not constitute Restatements. Recovery of any Erroneously Awarded Compensation under the Policy is not dependent on fraud or misconduct by any person in connection with the Restatement.
- o) **"SEC"** means the United States Securities and Exchange Commission.
- p) **"Subsidiary"** means any domestic or foreign corporation, partnership, association, joint stock company, joint venture, trust, or unincorporated organization "affiliated" with the Company, that is, directly or indirectly, through one or more intermediaries, "controlling", "controlled by" or "under common control with", the Company. "Control" for this purpose means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, contract or otherwise.

4 REQUIREMENTS OF THE POLICY

Recoupment of Erroneously Awarded Compensation

In the event of a Restatement, any Erroneously Awarded Compensation received during the Lookback Period (a) that is then-outstanding but has not yet been paid shall be automatically and immediately forfeited and (b) that has been paid to any person shall be subject to reasonably prompt repayment to the Company Group in accordance with Section 3 of this Policy. The Committee must pursue (and shall not have the discretion to waive) the forfeiture and/

or repayment of such Erroneously Awarded Compensation in accordance with Section 3 of this Policy, except as provided below.

Notwithstanding the foregoing, the Committee (or, if the Committee is not composed entirely of independent directors, a majority of the independent directors serving on the Board) may determine not to pursue the forfeiture and/or recovery of Erroneously Awarded Compensation from any person if the Committee determines that such forfeiture and/or recovery would be impracticable due to any of the following circumstances: (i) the direct expense paid to a third party (for example, reasonable legal expenses and consulting fees) to assist in enforcing the Policy would exceed the amount to be recovered (following reasonable attempts by the Company Group to recover such Erroneously Awarded Compensation, the documentation of such attempts, and the provision of such documentation to the NYSE), (ii) pursuing such recovery would violate the Company's Home Country laws adopted prior to November 28, 2022 (provided that the Company obtains an opinion of Home Country counsel acceptable to the NYSE that recovery would result in such a violation and provides such opinion to the NYSE), or (iii) recovery would likely cause any otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company Group, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

Means of Repayment

In the event that the Committee determines that any person shall repay any Erroneously Awarded Compensation, the Committee shall provide written notice to such person by email or certified mail to the physical address on file with the Company Group for such person, and the person shall satisfy such repayment in a manner and on such terms as required by the Committee, and the Company Group shall be entitled to set off the repayment amount against any amount owed to the person by the Company Group, to require the forfeiture of any award granted by the Company Group to the person, or to take any and all necessary actions to reasonably promptly recoup the repayment amount from the person, in each case, to the fullest extent permitted under applicable law, including without limitation, Section 409A of the Internal Revenue Code and the regulations and guidance thereunder. If the Committee does not specify a repayment timing in the written notice described above, the applicable person shall be required to repay the Erroneously Awarded Compensation to the Company Group by wire, cash or cashier's check no later than thirty (30) days after receipt of such notice.

No Indemnification

No person shall be indemnified, insured or reimbursed by the Company Group in respect of any loss of compensation by such person in accordance with this Policy, nor shall any person receive any advancement of expenses for disputes related to any loss of compensation by such person in accordance with this Policy, and no person shall be paid or reimbursed by the Company Group for any premiums paid by such person for any third-party insurance policy covering potential recovery obligations under this Policy. For this purpose, "indemnification" includes any modification to current compensation arrangements or other means that would amount to *de facto* indemnification (for example, providing the person a new cash award which would be cancelled to effect the recovery of any Erroneously Awarded Compensation). In no event shall the Company Group be required to award any person an additional payment if any Restatement would result in a higher incentive compensation payment.

Miscellaneous

This Policy will be administered and interpreted by the Committee. Any determination by the Committee with respect to this Policy shall be final, conclusive, and binding on all interested parties. Any discretionary determinations of the Committee under this Policy need not be uniform with respect to all persons, and may be made selectively amongst persons, whether or not such persons are similarly situated.

This Policy is intended to satisfy the requirements of Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as it may be amended from time to time, and any related rules or regulations promulgated by the SEC or the NYSE, including any additional or new requirements that become effective after the Effective Date which upon effectiveness shall be deemed to automatically amend this Policy to the extent necessary to comply with such additional or new requirements.

The provisions in this Policy are intended to be applied to the fullest extent of the law. To the extent that any provision of this Policy is found to be unenforceable or invalid under any applicable law, such provision will be

Attachment 7.

List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter 'None.' The term 'lobbyist' means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term 'lobbyist' does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NAME	ADDRESS	PHONE NUMBER	DATE OF REGISTRATION	REGISTERED AS	REGISTERED IN
Robert Goldstein	Chairman & CEO Las Vegas Sands Corp. 5500 Haven Street Las Vegas, NV 89119	(702) 923-9000		Lobbying of the Nassau County Executive, Legislature	Registered Nassau County and New York State Lobbyist
Michael Levoff	SVP Public Affairs & Strategy Las Vegas Sands Corp. 5500 Haven Street Las Vegas, NV 89119	(702) 923-9000		Lobbying of the Nassau County Executive, Legislature, Planning Commission, Open Space and Parks Advisory Committee	Registered Nassau County and New York State Lobbyist
Ron Reass	SVP Global Communications Las Vegas Sands Corp. 5500 Haven Street Las Vegas, NV 89119	(702) 923-9000		Lobbying of the Nassau County Executive and Legislature	Registered Nassau County and New York State Lobbyist
David Zac Hudson	EVP Global General Counsel Las Vegas Sands Corp. 5500 Haven Street Las Vegas, NV 89119	(702) 923-9000		Lobbying of the Nassau County Executive	Registered Nassau County and New York State Lobbyist
David Paterson	SVP Adviser to the CEO Las Vegas Sands Corp. 5500 Haven Street Las Vegas, NV 89119	(702) 923-9000		Lobbying of the Nassau County Executive and Legislature	Registered Nassau County and New York State Lobbyist
Mark Boekenheide	SVP Global Real Estate Development Las Vegas Sands Corp. 5500 Haven Street Las Vegas, NV 89119	(702) 923-9000		Lobbying of the Nassau County Executive	Registered Nassau County and New York State Lobbyist
Jon Oh	VP Corporate Strategy Las Vegas Sands Corp. 5500 Haven Street Las Vegas, NV 89119	(702) 923-9000		Lobbying of the Nassau County Executive	Registered Nassau County and New York State Lobbyist
Resi Cooper	President Ten Key Strategies P.O. Box 1229 Melville, NY 11747	(516) 650-6132		Lobbying of the Nassau County Legislature	Registered Nassau County and New York State Lobbyist
Lauren Corcoran-Doolin	Lobbyist Ten Key Strategies P.O. Box 1229 Melville, NY 11747	(516) 650-6132		Lobbying of the Nassau County Legislature	Registered Nassau County and New York State Lobbyist



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Theresa (Key) Cooper, Ten Key Strategies LLC, 158 Sweet Hollow Rd, Huntington, NY 11743

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Nassau County, NY State

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

Las Vegas Sands Corp, 5420 S. Durango Drive, Las Vegas, NV 89113

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

Client: Las Vegas Sands Corp. Development & operations of Nassau Coliseum site

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

See Attached

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

- Attached

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2018 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES NO If yes, to what campaign committee? If none, you must so state:

See Attached

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to

be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:

Theresa (Lori) Conzelmann
Dated: 7/19/24 Vendor: Ten Key Strategies
Title: Principal

The term **lobbying** shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term **"lobbying" or "lobbying activities" does not include:** Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

Question 5:
County Executive:
Bruce Blakeman

County Comptroller:
Elaine Phillips

County Legislature:
Scott Davis
Siela Bynoe
Carrie Solages
Patrick Mullaney
Seth Kostow
Debra Mule
Howard Kopel
John Gluffre
Scott Strauss
Mazi Melesa Pilip
Delia DeRiggi-Whitton
Michael Giangegorio
Thomas McKeivitt
William Gaylor III
John R. Ferretti Jr
Arnold W. Drucker
Rose Marie Walker
Samantha Goetz
James Kennedy

**STATEMENT OF WORK #2 to the
MASTER PROFESSIONAL SERVICES AGREEMENT
New York Lobbying**

This Statement of Work #2 ("SOW #2") (CW2798788) is entered into under and governed by the terms and conditions of the Master Professional Services Agreement dated June 1, 2022 ("Agreement") (CW2771129) between:

- A. Las Vegas Sands Corp., a Nevada corporation with its principal address at 5500 Haven Street, Las Vegas, Nevada 89139 ("Buyer"); and
- B. Ten Key Strategies, LLC, a New York limited liability company with its principal address at 158 Sweet Hollow Road, Huntington, New York 11743 ("Service Provider").

1. Term

This SOW #2 is effective as of January 1, 2023, and will continue through May 31, 2023, unless terminated earlier in accordance with the terms of the Agreement.

2. Project Organization

Buyer Representative(s):

Ron Reese
SVP of Corporate Communications
ron.reese@sands.com
702-923-9022

Service Provider Representative(s):

Resi Cooper
President
resicooper@gmail.com
516-650-6132

3. Services

Service Provider shall provide to Buyer the following Services in Territory market only.

- 3.1 Provide lobbying services to assist Buyer in obtaining a New York State Gaming License.
- 3.2 Provide lobbying services to Buyer on Nassau County issues.
- 3.3 Attend meetings and conference calls with Buyer officials and staff, as requested.
- 3.4 Additional similar services connected to the foregoing as directed by the Buyer's management may be agreed upon in writing by both Parties.
- 3.5 Strictly comply with Territory, state and federal law including but not limited to all requirements and limitations governing political and campaign contributions.
- 3.6 In the event Buyer determines that the Services have not been performed in accordance with the Agreement's requirements, Buyer shall have no obligation to pay for such Services until such time that they have been performed to Buyer's satisfaction. Any and all such remedial efforts shall be at Service Provider's sole expense.
- 3.7 Service Provider shall provide Buyer with periodic updates in written form as and when appropriate, in Buyer's sole discretion, setting out the action taken and the current status of the Services/the overall project.

3.8 Service Provider shall respond promptly or no later than within two (2) business days to requests by Buyer for clarification or information.

3.9 Service Provider shall register as a lobbyist under applicable lobbyist registration, legislation and regulation and take any necessary actions and maintain all necessary professional licenses for lobbying and other activities performed by Service Provider.

4. Pricing

Buyer shall pay Service Provider monthly installments of USD \$15,000.00 plus expenses as governed by Section 1.4 of the Agreement. In the event of a termination between scheduled payment dates, Service Provider agrees to prorate the amount payable or paid by Buyer up to the effective termination date, and if any excess has been paid by Buyer, to refund such excess to Buyer within thirty (30) days after termination.

5. Additional Terms and Conditions

The following terms apply to this SOW #2 in addition to the terms and conditions set out in the Agreement:

5.1 Confidential Information

The Parties explicitly and unequivocally agree that, for the purpose of this SOW #2, the Confidential Information shall also include all reports and other deliverables produced by Service Provider for Buyer under this SOW #2, all of which shall be kept confidential by Service Provider in accordance with the terms of the Agreement.

5.2 Contract Monitor

- (a) The Contract Monitor for this SOW #2 is Ron Reese, SVP of Corporate Communications, ron.reese@sands.com, 702-923-9022 unless Buyer re-designates another Contract Monitor by notice in writing to Service Provider.
- (b) Service Provider and Service Provider Personnel shall act upon, and only to the extent of, the instructions of the Contract Monitor.
- (c) The Contract Monitor may monitor and periodically evaluate the performance of Service Provider.

5.3 Restrictions on Service Provider Scope of Work

- (a) Service Provider is engaged to supply Services only in Territory.
- (b) Prior to making any written or oral communications with any representative of any government entity including state owned entities, Service Provider shall obtain the written pre-approval of the Contract Monitor.
- (c) Service Provider shall comply with any conditions imposed by Contract Monitor regarding how the communications are to be handled.
- (d) In accordance with the No Agency Clause of the Agreement:
 - (i) Service Provider has no authority to and may not conduct any negotiations on behalf of Buyer with any third parties;
 - (ii) Service Provider may not use Buyer's business card nor represent orally or in writing that Service Provider or Service Provider Personnel is a representative or agent of Buyer;
 - (iii) Service Provider shall not accept notices on Buyer's behalf or submit invoices on Service Provider's letterhead or under Service Provider's signature on Buyer's behalf; and
 - (iv) Service Provider shall not, through Service Provider's conduct, cause Buyer to be deemed to be doing business in Territory or create a permanent establishment for Buyer in Territory.

5.4 Reports by Service Provider



- (a) Service Provider shall provide oral or written reports on the following matters to the Contract Monitor:

- (i) In relation to government interactions, on a weekly basis:
 - A. Name, position and role of the persons Service Provider has been given approval to interact with;
 - B. Current status of the interactions;
 - C. Persons that Service Provider is proposing to interact with.
- (ii) In relation to other activities, on a monthly basis.

5.5 Exclusivity

For the duration of this SOW #2 and for one (1) year thereafter, Service Provider shall not assign any Personnel or supply similar Services to any competing person or organization in Territory without the prior written consent of Buyer.

Accepted and agreed:

Buyer: Las Vegas Sands Corp.	Service Provider: Tan Key Strategies, LLC
 Name: Chad Forster	 Name: Reef Cooper
Title: VP Global Procurement	Title: Principal

Second Amendment to Statement of Work #2

This Second Amendment to Statement of Work #2 ("Amendment") is entered into on December 31, 2023, by and between Las Vegas Sands Corp., a Nevada corporation, located at 5420 South Durango Drive, Las Vegas, Nevada 89113 ("Buyer") and Ten Key Strategies, LLC, a New York limited liability company with its principal address at 158 Sweet Hollow Road, Huntington, New York 11743 ("Service Provider"). Buyer and Service Provider may each be referred to individually as a "Party" and together as the "Parties."

WHEREAS, the Parties previously entered into Statement of Work #2, dated January 1, 2023, as amended on May 31, 2023 (collectively "SOW #2"), which the Parties now desire to amend.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties further agree as follows:

- 1. Amendment – Contract Term.** The expiration date of SOW #2 is hereby extended to December 31, 2024, unless otherwise extended or terminated.
- 2. Miscellaneous.** Unless otherwise specifically defined in this Amendment, capitalized terms herein shall have the meaning ascribed to them in SOW #2, as applicable. Except for any modifications specifically set forth herein, all other terms and conditions of SOW #2 shall continue in full force and affect.
- 3. Counterparts.** This Amendment may be executed in counterparts, each of which when so executed shall be deemed to be an original and, taken together, shall constitute one and the same instrument. Signatures transmitted via facsimile or electronically as PDFs shall be as effective as original signatures.
- 4. Compliance.** Service Provider hereby certifies and warrants that there are no material changes to the information provided by Service Provider for its due diligence and compliance review by Buyer, since being last approved on or about May 11, 2022.

Acknowledged and agreed:

Ten Key Strategies, LLC

Resi Cooper
Signature
Resi Cooper
Printed Name
Principal
Title

Las Vegas Sands Corp.

Chad Forster
Signature
Chad Forster
Printed Name
VP Global Procurement
Title

Theresa Cooper
Ten Key Strategies, LLC
Campaign Contributions
7/19/22-7/19/24

Elected:	Committee Name:
Leg Arnie Drucker	Friends of Arnie Drucker
Leg Josh Lafazan	Josh Lafazan for Responsible Government
Leg Carrie Solages	Friends of Carrie Solages
Leg Siela Bynoe	Siela For Senate



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence or promote a matter before Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Lauren Corcoran - India Tea Key Strategies, LLC, 158 Sweet Hollow Rd., Huntington, NY 11743

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Nassau County, NY State

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

Las Vegas Sands Corp, 5420 S. Durango Drive, Las Vegas, NV 89113

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

Client: Las Vegas Sands Corp; Development and Management Operations of Nassau Coliseum site

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

See Attached

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

Attached

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES NO If yes, to what campaign committee? If none, you must so state:

See Attached


be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:



Dated: July 19, 2024

Vendor:

Ten Key Strategies

Title:

Director of Outreach & Organizing

Insert text here

The term **lobbying** shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" ~~does not include~~: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

Question 5:

**County Executive:
Bruce Blakeman**

**County Comptroller:
Elaine Phillips**

County Legislature:

**Scott Davis
Siela Bynoe
Carrie Solages
Patrick Mullaney
Seth Koslow
Debra Mule
Howard Kopel
John Giuffre
Scott Straues
Mazi Melesa Pillip
Della DeRiggi-Whitton
Michael Giangegorio
Thomas McKevitt
William Gaylor III
John R. Ferretti Jr
Arnold W. Drucker
Rose Marie Walker
Samantha Goetz
James Kennedy**

**STATEMENT OF WORK #2 to the
MASTER PROFESSIONAL SERVICES AGREEMENT
New York Lobbying**

This Statement of Work #2 ("SOW #2") (CW2793783) is entered into under and governed by the terms and conditions of the Master Professional Services Agreement dated June 1, 2021 ("Agreement") (CW2773129) between:

- A. Las Vegas Sands Corp., a Nevada corporation with its principal address at 5500 Haven Street, Las Vegas, Nevada 89119 ("Buyer"); and
- B. Ten Key Strategies, LLC, a New York limited liability company with its principal address at 158 Sweet Hollow Road, Huntington, New York 11743 ("Service Provider").

1. Terms

This SOW #2 is effective as of January 1, 2023, and will continue through May 31, 2023, unless terminated earlier in accordance with the terms of the Agreement.

2. Project Organization

Buyer Representative(s):

Ron Reese
SVP of Corporate Communications
ron.reese@sands.com
702-923-9022

Service Provider Representative(s):

Reel Cooper
President
reelcooper@gmail.com
516-650-6132

3. Services

Service Provider shall provide to Buyer the following Services in Territory market only.

- 3.1 Provide lobbying services to assist Buyer in obtaining a New York State Gaming License.
- 3.2 Provide lobbying services to Buyer on Nassau County issues.
- 3.3 Attend meetings and conference calls with Buyer officials and staff, as requested.
- 3.4 Additional similar services connected to the foregoing as directed by the Buyer's management may be agreed upon in writing by both Parties.
- 3.5 Strictly comply with Territory, state and federal law including but not limited to all requirements and limitations governing political and campaign contributions.
- 3.6 In the event Buyer determines that the Services have not been performed in accordance with the Agreement's requirements, Buyer shall have no obligation to pay for such Services until such time that they have been performed to Buyer's satisfaction. Any and all such remedial efforts shall be at Service Provider's sole expense.
- 3.7 Service Provider shall provide Buyer with periodic updates in written form as and when appropriate, in Buyer's sole discretion, setting out the action taken and the current status of the Services/the overall project.

- 3.8 Service Provider shall respond promptly or no later than within two (2) business days to requests by Buyer for clarification or information.
- 3.9 Service Provider shall register as a lobbyist under applicable lobbyist registration, legislation and regulation and take any necessary actions and maintain all necessary professional licenses for lobbying and other activities performed by Service Provider.
4. **Pricing**
Buyer shall pay Service Provider monthly installments of USD \$15,000.00 plus expenses as governed by Section 14 of the Agreement. In the event of a termination between scheduled payment dates, Service Provider agrees to prorate the amount payable or paid by Buyer up to the effective termination date, and if any excess has been paid by Buyer, to refund such excess to Buyer within thirty (30) days after termination.
5. **Additional Terms and Conditions**
The following terms apply to this SOW #2 in addition to the terms and conditions set out in the Agreement:
- 5.1 **Confidential Information**
The Parties explicitly and unequivocally agree that, for the purpose of this SOW #2, the Confidential Information shall also include all reports and other deliverables produced by Service Provider for Buyer under this SOW #2, all of which shall be kept confidential by Service Provider in accordance with the terms of the Agreement.
- 5.2 **Contract Monitor**
- (a) The Contract Monitor for this SOW #2 is Ron Reese, SVP of Corporate Communications, ron.reese@sands.com, 702-923-9022 unless Buyer re-designates another Contract Monitor by notice in writing to Service Provider.
 - (b) Service Provider and Service Provider Personnel shall act upon, and only to the extent of, the instructions of the Contract Monitor.
 - (c) The Contract Monitor may monitor and periodically evaluate the performance of Service Provider.
- 5.3 **Restrictions on Service Provider Scope of Work**
- (a) Service Provider is engaged to supply Services only in Territory.
 - (b) Prior to making any written or oral communications with any representative of any government entity including state owned entities, Service Provider shall obtain the written pre-approval of the Contract Monitor.
 - (c) Service Provider shall comply with any conditions imposed by Contract Monitor regarding how the communications are to be handled.
 - (d) In accordance with the No Agency Clause of the Agreement:
 - (i) Service Provider has no authority to and may not conduct any negotiations on behalf of Buyer with any third parties;
 - (ii) Service Provider may not use Buyer's business card nor represent orally or in writing that Service Provider or Service Provider Personnel is a representative or agent of Buyer;
 - (iii) Service Provider shall not accept notices on Buyer's behalf or submit invoices on Service Provider's letterhead or under Service Provider's signature on Buyer's behalf; and
 - (iv) Service Provider shall not, through Service Provider's conduct, cause Buyer to be deemed to be doing business in Territory or create a permanent establishment for Buyer in Territory.
- 5.4 **Reports by Service Provider**
- (a) Service Provider shall provide oral or written reports on the following matters to the Contract Monitor:

- (i) In relation to government interactions, on a weekly basis:
 - A. Name, position and role of the persons Service Provider has been given approval to interact with;
 - B. Current status of the interactions;
 - C. Persons that Service Provider is proposing to interact with.
- (ii) In relation to other activities, on a monthly basis.

5.5 Exclusivity

For the duration of this SOW #2 and for one (1) year thereafter, Service Provider shall not assign any Personnel or supply similar Services to any competing person or organization in Territory without the prior written consent of Buyer.

Accepted and agreed:

Buyer: Las Vegas Sands Corp.	Service Provider: Ten Key Strategies, LLC
<small>By: _____ Print Name</small> Name: Chad Forster	<small>By: _____ Print Name</small> Name: Reel Cooper
Title: VP Global Procurement	Title: Principal

Second Amendment to Statement of Work #2

This Second Amendment to Statement of Work #2 ("Amendment") is entered into on December 31, 2023, by and between Las Vegas Sands Corp., a Nevada corporation, located at 5420 South Durango Drive, Las Vegas, Nevada 89113 ("Buyer") and Ten Key Strategies, LLC, a New York limited liability company with its principal address at 158 Sweet Hollow Road, Huntington, New York 11743 ("Service Provider"). Buyer and Service Provider may each be referred to individually as a "Party" and together as the "Parties."

WHEREAS, the Parties previously entered into Statement of Work #2, dated January 1, 2023, as amended on May 31, 2023 (collectively "SOW #2"), which the Parties now desire to amend,

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties further agree as follows:

1. **Amendment - Contract Term.** The expiration date of SOW #2 is hereby extended to December 31, 2024, unless otherwise extended or terminated.
2. **Miscellaneous.** Unless otherwise specifically defined in this Amendment, capitalized terms herein shall have the meaning ascribed to them in SOW #2, as applicable. Except for any modifications specifically set forth herein, all other terms and conditions of SOW #2 shall continue in full force and effect.
3. **Counterparts.** This Amendment may be executed in counterparts, each of which when so executed shall be deemed to be an original and, taken together, shall constitute one and the same instrument. Signatures transmitted via facsimile or electronically as PDF's shall be as effective as original signatures.
4. **Compliance.** Service Provider hereby certifies and warrants that there are no material changes to the information provided by Service Provider for its due diligence and compliance review by Buyer, since being last approved on or about May 11, 2022.

Acknowledged and agreed:

Ten Key Strategies, LLC

As Agent
 Signature _____
 Resi Cooper
 Printed Name _____
 Principal
 Title _____

Las Vegas Sands Corp.

As Agent
 Signature _____
 Chad Forster
 Printed Name _____
 VP Global Procurement
 Title _____

Lauren Corcoran Doolin
Ten Key Strategies, LLC
Campaign Contributions
7/19/22-7/19/24

Elected:	Committee Name:
Leg Siela Bynoe	Siela For Senate

LEGISLATIVE CALENDAR

NASSAU COUNTY LEGISLATURE
SEVENTH MEETING
SEVENTH MEETING OF 2024
LEGISLATIVE CALENDAR 2:00PM

MINEOLA, NEW YORK
AUGUST 5, 2024 1:00PM
PRESENTATIONS/PUBLIC COMMENT 1:00PM

As per the Nassau County Fire Marshal's Office, the Peter J. Schmitt Memorial Legislative Chamber has a maximum occupancy of 200 people.

Attendees who would like to address the Legislature must submit a slip to the Clerk's office staff. Public comment is limited to three minutes per person. At meetings of the full Legislature, public comment will be heard only during the pre-calendar public comment period and during public hearings that are on the calendar. At meetings of the Legislature's committees, there is no pre-calendar public comment period. Public comment will be heard on agenda items. Public comment on any item may be emailed to the Clerk of the Legislature at LegPublicComment@nassaucountyny.gov and will be made part of the formal record of this Legislative meeting.

The Nassau County Legislature is committed to making its public meetings accessible to individuals with disabilities and every reasonable accommodation will be made so that they can participate. Please contact the Office of the Clerk of the Legislature at 571-4252, or the Nassau County Office for the Physically Challenged at 227-7101 or TDD Telephone No. 227-8989 if any assistance is needed. Every Legislative meeting is streamed live on <http://www.nassaucountyny.gov/agencies/Legis/index.html>

**Scan the QR code to submit written public comment,
which will be incorporated into the record of this meeting.**



EVERY LEGISLATIVE MEETING IS STREAMED LIVE ON

<http://www.nassaucountyny.gov/agencies/Legis/index.html>

1. **HEARING ON PROPOSED LOCAL LAW NO. -2024**

A LOCAL LAW TO PROHIBIT THE USE OF A MASK OR FACIAL COVERING FOR THE PURPOSES OF CONCEALING AN INDIVIDUAL'S IDENTITY IN A PUBLIC PLACE. 142-24(LE)

2. **VOTE ON PROPOSED LOCAL LAW NO. -2024**

A LOCAL LAW TO PROHIBIT THE USE OF A MASK OR FACIAL COVERING FOR THE PURPOSES OF CONCEALING AN INDIVIDUAL'S IDENTITY IN A PUBLIC PLACE. 142-24(LE)

3.

ORDINANCE NO. 28-2024

AN ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQRA") AND THE SEQRA IMPLEMENTING REGULATIONS WITH RESPECT TO AN AGREEMENT OF LEASE BY AND BETWEEN THE COUNTY OF NASSAU, AS LANDLORD, AND LVS NY HOLDCO 2, LLC, AS TENANT, IN CONNECTION WITH THE LEASING OF THE NASSAU COUNTY VETERANS MEMORIAL COLISEUM PROPERTY, LOCATED IN UNIONDALE, IN THE TOWN OF HEMPSTEAD, COUNTY OF NASSAU, AND STATE OF NEW YORK, AND KNOWN AND DESIGNATED AS SECTION 44, BLOCK F, LOTS 351, 411, 412, AND 415 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, TO, AMONG OTHER THINGS, FACILITATE DEVELOPMENT OF THE SANDS NEW YORK INTEGRATED RESORT ON SUCH PROPERTY. 172-24 (CE)

4.

ORDINANCE NO. 29-2024

AN ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQRA") AND THE SEQRA IMPLEMENTING REGULATIONS WITH RESPECT TO AN AGREEMENT OF LEASE BY AND BETWEEN THE COUNTY OF NASSAU, AS LANDLORD, AND LVS NY HOLDCO 2, LLC, AS TENANT, IN CONNECTION WITH THE LEASING OF THE NASSAU COUNTY VETERANS MEMORIAL COLISEUM PROPERTY, LOCATED IN UNIONDALE, IN THE TOWN OF HEMPSTEAD, COUNTY OF NASSAU, AND STATE OF NEW YORK, AND KNOWN AND DESIGNATED AS SECTION 44, BLOCK F, LOTS 351, 411, 412, AND 415 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, TO ALLOW THE USE, OCCUPANCY, OPERATION, MAINTENANCE, AND SECURITY OF THE EXISTING COLISEUM PROPERTY, AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO EXECUTE A LEASE AND ALL OTHER PERTINENT DOCUMENTS AND TO TAKE OTHER ACTIONS TO CONSUMMATE THE AFORESAID AGREEMENT OF LEASE. 173-24 (CE)

5.

ORDINANCE NO. 30-2024

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 143-24(OMB)

6.

ORDINANCE NO. 31-2024

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE PROBATION DEPARTMENT. 144-24(OMB)

7. **ORDINANCE NO. 32-2024**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE FIRE COMMISSION. 159-24(OMB)

8. **ORDINANCE NO. 33-2024**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 160-24(OMB)

9. **ORDINANCE NO. 34-2024**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HUMAN SERVICES. 164-24(OMB)

10. **ORDINANCE NO. 35-2024**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 168-24(OMB)

11. **RESOLUTION NO. 99-2024**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND THE AGRICULTURAL SOCIETY OF QUEENS NASSAU AND SUFFOLK COUNTIES, INC. 138-24(PK)

12. **RESOLUTION NO. 100-2024**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND THE AGRICULTURAL SOCIETY OF QUEENS NASSAU AND SUFFOLK COUNTIES, INC. 139-24(PK)

13. **RESOLUTION NO. 101-2024**

A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU TO PARTICIPATE IN A FEDERAL AID TRANSPORTATION PROJECT PROVIDING FOR THE RESURFACING OF VARIOUS COUNTY ROADS, CAPITAL PROJECT H61587-71G, PIN 0761.68 AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR THE ADVANCEMENT OF SAID AID FOR TRANSPORTATION PROJECTS IN NASSAU COUNTY, NEW YORK. 140-24(PW)

14. **RESOLUTION NO. 102-2024**

A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU TO PARTICIPATE IN A FEDERAL AID TRANSPORTATION PROJECT PROVIDING FOR THE RESURFACING OF VARIOUS COUNTY ROADS, CAPITAL PROJECT H61587-72G, PIN 0762.13 AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR THE ADVANCEMENT OF SAID AID FOR TRANSPORTATION PROJECTS IN NASSAU COUNTY, NEW YORK.
141-24(PW)

15. **RESOLUTION NO. 103-2024**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTIONS *ENTITLED IHP WESTBURY V. COUNTY OF NASSAU, ET AL., INDEX NOS. 405106/2017, 405107/2017, 405108/2017 AND 405109/2017* PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 145-24(AT)

16. **RESOLUTION NO. 104-2024**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION *ENTITLED THE STOP & SHOP SUPERMARKET COMPANY V. COUNTY OF NASSAU, ET AL. INDEX NO. 402438/2022* PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 146-24(AT)

17. **RESOLUTION NO. 105-2024**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION *ENTITLED KOHL'S, INC. #417 V. COUNTY OF NASSAU, ET AL. INDEX NO. 401043/2019* PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE.
147-24(AT).

18. **RESOLUTION NO. 106-2024**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION *ENTITLED BEECHWOOD BENEDICT MERRICK, LLC. V. COUNTY OF NASSAU, ET AL. INDEX NO. 400145/2022* PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE.
148-24(AT)

19. **RESOLUTION NO. 107-2024**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFFS, AS SET FORTH IN THE ACTION *ENTITLED CAPRI COVE CONDOMINIUM F/K/A BOARD OF MANAGERS OF CAPRI COVE CONDOMINIUM V. COUNTY OF NASSAU, ET AL. INDEX NO. 401622/2011 AND 400131/2021* PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 149-24(AT)

20. **RESOLUTION NO. 108-2024**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION *ENTITLED BEST BUY STORES, L.P. V. COUNTY OF NASSAU, ET AL. INDEX NO. 400643/2022* PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 150-24(AT)

21. **RESOLUTION NO. 109-2024**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION *ENTITLED TOWNHOUSE EXTENDED CARE FACILITY, LLC. V. COUNTY OF NASSAU, ET AL. INDEX NO. 400390/2023* PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 151-24(AT)

22. **RESOLUTION NO. 110-2024**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFFS, AS SET FORTH IN THE ACTIONS *ENTITLED PEBB SOUNDVIEW, LLC AND SOUNDVIEW PW, LLC. V. COUNTY OF NASSAU, ET AL. INDEX NOS. 401120/2018, 402899/2023, 402901/2023, 402902/2023, 402903/2023, 402904/2023, 402905/2023, 402906/2023, 402907/2023 AND 401982/2023* PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 152-24(AT)

23. **RESOLUTION NO. 111-2024**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION *ENTITLED THE BRISTAL AT NORTH HILLS V. COUNTY OF NASSAU, ET AL. INDEX NO. 404864/2019* PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 153-24(AT)

24. **RESOLUTION NO. 112-2024**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFFS, AS SET FORTH IN THE ACTION *ENTITLED J.C. PENNEY, INC. V. COUNTY OF NASSAU, ET AL. INDEX NOS. 403707/2021 AND 403895/2021* PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE.
154-24(AT)

25. **RESOLUTION NO. 113-2024**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION *ENTITLED VERIZON NEW YORK, INC. V. COUNTY OF NASSAU, ET AL. INDEX NO. 402763/2017*, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE.
155-24(AT)

26. **RESOLUTION NO. 114-2024**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION *ENTITLED VERIZON NEW YORK, INC. V. COUNTY OF NASSAU, ET AL. INDEX NOS. 402541/2014 AND 401925/2015* PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE.
156-24(AT)

27. **RESOLUTION NO. 115-2024**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION *ENTITLED VERIZON NEW YORK, INC. V. COUNTY OF NASSAU, ET AL. INDEX NO. 401884/2015*, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE.
157-24(AT)

28. **RESOLUTION NO. 116-2024**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION *ENTITLED VERIZON NEW YORK, INC. V. COUNTY OF NASSAU, ET AL. INDEX NO. 402556/2014*, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE.
158-24(AT)

29. **RESOLUTION NO. 117-2024**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFFS, AS SET FORTH IN THE ACTION *ENTITLED ALIBERTI, ET AL. V. NASSAU COUNTY, DOCKET NO. 15-CV-07111* (AYS) PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 171-24(AT)

30. **RESOLUTION NO. 118-2024**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL LICENSE AGREEMENT WITH THE TOWN OF NORTH HEMPSTEAD IN RELATION TO INSTALLATION AND MAINTENANCE OF A LICENSE PLATE READER LOCATED ON THE NORTHEASTERN CORNER OF I.U. WILLETS ROAD AND PARKWAY DRIVE IN ROSLYN HEIGHTS. 162-24(PD)

31. **RESOLUTION NO. 119-2024**

A RESOLUTION RATIFYING A MEMORANDUM OF AGREEMENT MAKING CERTAIN AMENDMENTS TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE COUNTY OF NASSAU AND NASSAU COMMUNITY COLLEGE, AS JOINT EMPLOYERS, AND THE ADJUNCT FACULTY ASSOCIATION OF NASSAU COMMUNITY COLLEGE. 169-24(CE)

32. **RESOLUTION NO. 120-2024**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE CITY OF GLEN COVE IN RELATION TO SERVICES RELATIVE TO THE ADJUDICATION OF CITY OF GLEN COVE'S SCHOOL BUS STOP ARM SAFETY PROGRAM. 170-24(TV)

33. **RESOLUTION NO. 121-2024**

A RESOLUTION ESTABLISHING A STANDARD WORK DAY FOR ELECTED OFFICIALS IN NASSAU COUNTY WHO ARE MEMBERS OF THE NEW YORK STATE AND LOCAL RETIREMENT SYSTEM. 161-24(CE)

34. **RESOLUTION NO. 122-2024**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2024. 165-24(OMB)

35.

RESOLUTION NO. 123-2024

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2024. 166-24(OMB)

36.

RESOLUTION NO. 124-2024

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2024. 167-24(OMB)

37.

RESOLUTION NO. 125-2024

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND /OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO CORRECT ERRONEOUS CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 163-24(AS)

38.

RESOLUTION NO. 126-2024

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF THE HARRY FRANK GUGGENHEIM FOUNDATION AND THE COUNTY OF NASSAU PERTAINING TO THE FALAISE ESTATE IN SANDS POINT AND CERTAIN ASSOCIATED ARTWORK, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 175-24(AT)

NOTICE IS HEREBY GIVEN that the Nassau County Executive has executed the following personal service contracts, copies of which are on file with the Office of the Clerk of the Nassau County Legislature. These contracts are listed for informational purposes only.

County of Nassau acting on behalf of Housing and Homeless Services and The Interfaith Nutrition Network, Inc. RE: CDBG – 47. \$50,000.00. ID#CLHI24000003.

County of Nassau acting on behalf of Human Services and Efraim J. Keisari, MD, PLLC. RE: OMH-AOT- Forensic Psychiatrist. \$55,440.00. ID#CLHS24000018.

County of Nassau acting on behalf of Human Services and Spectrum Psychology Services PLLC. RE: Forensic Services- Psychologist. \$127,500.00 ID#CQHS24000025

County of Nassau acting on behalf of Human Services and Littig House Community Center.
RE: YOUTH DEVELOPMENT. \$165,000.00 ID# CQHS24000018.

County of Nassau acting on behalf of Human Services and Long Beach Martin Luther King
Center. RE: YOUTH DEVELOPMENT. \$100,000.00 ID#CQHS24000019.

County of Nassau acting on behalf of Human Services and Town of Oyster Bay.
RE: YOUTH DEVELOPMENT. \$65,000.00 ID#CQHS23000075

County of Nassau acting on behalf of Human Services and Charles Evans Center.
RE: OMH- Clinic. \$ 55,452.00 ID#CLHS24000019.

County of Nassau acting on behalf of Human Services and CENTRAL NASSAU GUIDANCE
& COUNSELING SERVICES, INC. RE: OMH-CLINIC. \$ 55,452.00 ID#CLHS24000004.

County of Nassau acting on behalf of Human Services and Herricks Community Fund.
RE: OF A Herricks CF C-1 Amend 3. \$98,700.00 ID#CLHS23000083.

County of Nassau acting on behalf of Human Services and EAC, Inc.
RE: OF A EAC CM EISEP Amend 3. \$60,000.00 ID#CLHS23000072.

County of Nassau acting on behalf of Human Services and Homemaking Service for Chronically
Ill., Inc. RE: OF A Helping Hands EISEP. \$0.01 ID#CLHS24000025.

County of Nassau acting on behalf of Human Services & North Shore Child and Family
Guidance Association. RE: OMH-CLINIC. \$55,454.00 ID#CLHS24000005.

County of Nassau acting on behalf of Human Services and South Shore Child Guidance, Inc.
RE: OMH-CLINIC. \$55,452.00 ID#CLHS24000008.

County of Nassau acting on behalf of Human Services and Cornell Cooperative Extension of
Nassau County. RE: OF A Cornell CSE Amend 2. \$120,000.00
ID# CLHS24000012.

County of Nassau acting on behalf of County Executive and Incorporated Village of
Farmingdale. RE: ARPA Project to assist Village in Upgrading water treatment systems.
\$1,000,000.00. ID# CQCE24000001

County of Nassau acting on behalf of Budget and Legal
Aid Society of Nassau County NY. RE: Indigent Legal Services – LAS D#13. \$301,950.00
ID# CQBU24000002

County of Nassau acting on behalf of Budget and Legal Aid Society of Nassau County NY.
RE: Indigent Legal Services – LAS HH Ext of Service. \$0.01
ID# CLBU24000001.

County of Nassau acting on behalf of Human Services and The Salvation Army.

RE: OF A Salvation Army B, C-1 Amend 2. \$ 435,000.00 ID# CLHS23000086.

County of Nassau acting on behalf of Social Services and EAC, Inc.

RE: HEAP Services. \$ 461,696.00 ID# CLSS24000007.

County of Nassau acting on behalf of Budget and Legal Aid Society of Nassau County NY.

RE: Indigent Legal Services – LAS CAFA #4 \$250,206.00

ID# CQBU24000003.

County of Nassau acting on behalf of Human Services and The Salvation Army.

RE: OF A Salvation Army FFCRA Amend 3. \$195,256.64 ID# CLHS24000043

County of Nassau acting on behalf of Human Services and Hispanic Brotherhood, Inc.

RE: OF A Hispanic Brotherhood FFCRA Amend 4. \$81,674.88 ID# CLHS24000037.

County of Nassau acting on behalf of Human Services and EAC, Inc.

RE: OF A EAC FFCRA Amend 4. \$ 461,581.50 ID# CLHS24000033.

County of Nassau acting on behalf of Budget and Nassau County Bar Association Assigned

Counsel. RE: Indigent Legal Services – ACDP D#13. \$ 533,320.00

ID# CQBU24000004.

County of Nassau acting on behalf of Human Services and Senior Citizens of Westbury Inc. RE:

OF A Westbury FFCRA Amend 4. \$30,000.00. ID# CLHS24000042.

County of Nassau acting on behalf of Human Services and PurFoods LLC.

RE: OF A Purfoods Mom's Meals FFCRA Amend 5. \$39,728.00

ID# CLHS24000040.

County of Nassau acting on behalf of Human Services and Herricks Community Fund.

RE: OF A Herricks CF FFCRA Amend 1. \$ 20,000.00 ID# CLHS24000036

County of Nassau acting on behalf of Human Services and New Horizon Counseling Center, Inc.

RE: OF A New Horizon FFCRA Amend 2. \$210,000.00

ID# CLHS24000039.

County of Nassau acting on behalf of Human Services and Catholic Charities of Long Island.

RE: OF A CC C-2. \$940,000.00. ID# CQHS24000035.

County of Nassau acting on behalf of Budget and Nassau County Bar Association Assigned

Counsel. RE: Indigent Legal Services – ACDP – D#9 \$0.01

ID# CLBH24000005.

County of Nassau acting on behalf of Human Services and EAC, Inc.

RE: OF A EAC WIN. \$ 1,057,500.00. ID# CQHS24000036.

County of Nassau acting on behalf of Health and Nassau County Vocational Education & Extension Board. RE: Public Health Emergency Preparedness Training. \$ 25,000.00. ID# CQHE24000004.

County of Nassau acting on behalf of Parks and B.P. Golf Management Co LTD. RE: Golf Management. \$ 0.01 ID# CLPK24000010.

County of Nassau acting on behalf of Social Services and The Safe Center LI, Inc. RE: Safe Harbour Program. \$40,000.00 ID# CLSS24000015.

County of Nassau acting on behalf of Human Services and Great Neck Senior Center. RE: OF A Great Neck Senior Center FFCRA Amend 4. \$ 80,061.39 ID# CLHS24000035

**THE NASSAU COUNTY LEGISLATURE
WILL CONVENE THE NEXT
COMMITTEE MEETINGS ON
MONDAY, SEPTEMBER 9, 2024 at 1:00PM
AND
FULL LEGISLATURE MEETING ON
MONDAY, SEPTEMBER 23, 2024 AT 1:00PM**



PROPOSED ORDINANCE NO. 28 - 2024

MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (“SEQRA”) AND THE SEQRA IMPLEMENTING REGULATIONS WITH RESPECT TO AN AGREEMENT OF LEASE BY AND BETWEEN THE COUNTY OF NASSAU, AS LANDLORD, AND LVS NY HOLDCO 2, LLC, AS TENANT, IN CONNECTION WITH THE LEASING OF THE NASSAU COUNTY VETERANS MEMORIAL COLISEUM PROPERTY, LOCATED IN UNIONDALE, IN THE TOWN OF HEMPSTEAD, COUNTY OF NASSAU, AND STATE OF NEW YORK, AND KNOWN AND DESIGNATED AS SECTION 44, BLOCK F, LOTS 351, 411, 412, AND 415 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, TO, AMONG OTHER THINGS, FACILITATE DEVELOPMENT OF THE SANDS NEW YORK INTEGRATED RESORT ON SUCH PROPERTY.

WHEREAS, the County of Nassau (the “County”), as Landlord, is considering entering into a Lease (the “Lease”) with LVS NY HOLDCO 2, LLC, as Tenant, the proposed terms of which are on file with the Clerk of the County Legislature, for the County’s leasing of certain land and the improvements thereon (the “Premises”) consisting of the Nassau Veterans Memorial Coliseum and the approximately 72-acre Coliseum site known and designated on the Nassau County Land and Tax Map as Section 44, Block F, Lots 351, 411, 412, and 415 (the “proposed action”), and said Lease would, among other things, facilitate development of an Integrated Resort on the Premises;

WHEREAS, the Nassau County Legislature has conducted a coordinated review in accordance with 6 NYCRR §617.6(b)(2) and (3), included in the implementing regulations, set forth in 6 NYCRR Part 617, for the New York State Environmental Quality Review Act (“SEQRA” – Article 8 of the New York State Environmental Conservation Law), and no involved agency has objected to the Nassau County Legislature serving as the lead agency for the proposed action;

WHEREAS, the Nassau County Legislature has reviewed the “Full Environmental Assessment Form” (“EAF”), Part 1, for the proposed action;

WHEREAS, the Nassau County Legislature has completed Parts 2 and 3 of the EAF for the proposed action;

WHEREAS, the Nassau County Legislature has reviewed the provisions of 6 NYCRR §617.4 of the SEQRA implementing regulations to assess the proper classification of the proposed action; and

WHEREAS, the Nassau County Legislature has reviewed the criteria for determining significance of proposed actions set forth in 6 NYCRR §617.7(c) of the SEQRA implementing regulations;

BE IT ORDAINED BY THE LEGISLATURE OF THE COUNTY OF NASSAU AS FOLLOWS:

1. That the Nassau County Legislature hereby deems itself to be the SEQRA lead agency for the proposed action;
2. That, upon consideration of 6 NYCRR §617.4 of the SEQRA implementing regulations, the Nassau County Legislature deems the proposed action to be a Type I Action, pursuant to 6 NYCRR §617.4(b)(6);
3. That, upon consideration of (a) Parts 1, 2, and 3 of the EAF for the proposed action, (b) the criteria set forth in 6 NYCRR §617.7(c) of the SEQRA implementing regulations, and (c) all comments made and materials submitted with respect to the proposed action, the Nassau County Legislature finds that the proposed action may result in significant adverse impacts to the environment and hereby adopts the annexed “State Environmental Quality Review Act (SEQRA) Determination of Significance/Positive Declaration/Proposed Lease for Sands New York Integrated Resort” (the “Positive Declaration”), which requires that a Draft Environmental Impact Statement (“DEIS”) be prepared for the proposed action;

4. That, in accordance with 6 NYCRR §617.8 of the SEQRA implementing regulations, the Nassau County Legislature, as lead agency, will conduct formal scoping as set forth in the annexed Positive Declaration; and

5. That this ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 29 - 2024

MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (“SEQRA”) AND THE SEQRA IMPLEMENTING REGULATIONS WITH RESPECT TO AN AGREEMENT OF LEASE BY AND BETWEEN THE COUNTY OF NASSAU, AS LANDLORD, AND LVS NY HOLDCO 2, LLC, AS TENANT, IN CONNECTION WITH THE LEASING OF THE NASSAU COUNTY VETERANS MEMORIAL COLISEUM PROPERTY, LOCATED IN UNIONDALE, IN THE TOWN OF HEMPSTEAD, COUNTY OF NASSAU, AND STATE OF NEW YORK, AND KNOWN AND DESIGNATED AS SECTION 44, BLOCK F, LOTS 351, 411, 412, AND 415 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, TO ALLOW THE USE, OCCUPANCY, OPERATION, MAINTENANCE, AND SECURITY OF THE EXISTING COLISEUM PROPERTY, AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO EXECUTE A LEASE AND ALL OTHER PERTINENT DOCUMENTS AND TO TAKE OTHER ACTIONS TO CONSUMMATE THE AFORESAID AGREEMENT OF LEASE.

WHEREAS, the County of Nassau (the “County”), as Landlord, has negotiated a Lease (the “Lease”) with LVS NY HOLDCO 2, LLC, as Tenant, a copy of which Lease is on file with the Clerk of the County Legislature, for the use, occupancy, operation, maintenance, and security of certain land and the existing improvements thereon (the “Premises”) consisting of the Nassau Veterans Memorial Coliseum and the approximately 72-acre Coliseum site known and designated on the Nassau County Land and Tax Map as Section 44, Block F, Lots 351, 411, 412, and 415 (the “proposed action”), and such Lease does not authorize the Premises to be (a) developed or (b) used for a casino;

WHEREAS, pursuant to Section 1611 of the Nassau County Charter and acting in an advisory capacity to the Nassau County Legislature, the Nassau County Planning Commission has reviewed the proposed action – namely, the Lease -- and adopted a resolution (a copy of which is annexed hereto as Appendix A) recommending, based on its review of the environmental documents and supporting documentation, that the Nassau County Legislature classify the proposed action as an Unlisted Action under the New York State Environmental Quality Review Act (“SEQRA”) and the SEQRA implementing regulations, determine that the proposed action will not have a significant

adverse impact on the environment, issue a SEQRA “negative declaration” for the proposed action, and approve the proposed action without condition;

WHEREAS, the Nassau County Legislature has conducted a coordinated review in accordance with 6 NYCRR §617.6(b)(2) and (3) of the SEQRA implementing regulations at 6 NYCRR Part 617, and no involved agency has objected to the Nassau County Legislature serving as the SEQRA lead agency for the proposed action;

WHEREAS, the Nassau County Legislature has reviewed the “Full Environmental Assessment Form” (“EAF”), Part 1 for the proposed action;

WHEREAS, the Nassau County Legislature has completed Part 2 of the EAF for the proposed action;

WHEREAS, the Nassau County Legislature has reviewed the provisions of 6 NYCRR §617.4 and 6 NYCRR §617.5 of the SEQRA implementing regulations to assess the proper classification of the proposed action; and

WHEREAS, the Nassau County Legislature has reviewed the criteria for determining significance of proposed actions set forth in 6 NYCRR §617.7(c) of the SEQRA implementing regulations;

BE IT ORDAINED BY THE LEGISLATURE OF THE COUNTY OF NASSAU
AS FOLLOWS:

1. That the Nassau County Legislature hereby deems itself to be the SEQRA lead agency for the proposed action;

2. That, upon consideration of 6 NYCRR §617.4 and 6 NYCRR §617.5 of the SEQRA implementing regulations, the Nassau County Legislature deems the proposed action to be an Unlisted Action;

3. That, upon consideration of (a) Parts 1 and 2 of the EAF for the proposed action, (b) the criteria set forth in 6 NYCRR §617.7(c) of the SEQRA implementing regulations, and (c) all comments made and materials submitted with respect to the proposed action, the Nassau County Legislature finds that the proposed action will not have a significant adverse impact on the environment and hereby adopts the “State Environmental Quality Review Act (SEQR) Negative Declaration/Notice of Determination of Non-Significance/Proposed Lease for Use, Occupancy, Operation, Maintenance, and Security of Existing Nassau Veterans Memorial Coliseum Property” annexed hereto as Appendix B;

4. That the County Executive be and hereby is authorized to execute, on behalf of the County of Nassau, the Lease, subject to all the terms and conditions contained in the Lease, and to execute any and all other instruments and take such other actions as are necessary to effectuate the terms of the Lease and to carry out the purposes of the Lease;
and

5. That this ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 30 –2024

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Health Department.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated July 2, 2024, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
684,683	Center for Disease Control	GRT	HE	AA	515,736

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
		GRT	HE	AB	147,904
		GRT	HE	DD	15,610
		GRT	HE	HH	5,433

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 31 –2024

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Probation Department.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated July 2, 2024, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
360,000	NYS Division of Criminal Justice Services	GRT	PB	AA	290,116
		GRT	PB	AB	37,764
		GRT	PB	DD	24,120
		GRT	PB	DE	8,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 32 – 2024

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Fire Commission.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated July 9, 2024, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

BAFC24000001

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
76,900	NYS Division of Homeland Security and Emergency Services	GRT	FC	BB	76,900

BAFC24000002

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
76,900	NYS Division of Homeland Security and Emergency Services	GRT	FC	BB	76,900

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 33 –2024

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Office of Emergency Management.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated July 9, 2024, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

BAEM24000004

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
50,000	New York State Division of Homeland Security and Emergency Services	GRT	EM	DE	50,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 34 –2024

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Department of Human Services.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated July 9, 2024, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

BAHS2400002

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
304,000	New York State Office of Children and Family Services	GRT	HS	DE	304,000

BAHS2400003

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
1,058,849	New York State Office of Children and Family Services	GRT	HS	DE	1,058,849

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 35 –2024

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Health Department.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated July 12, 2024, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

BAHE24000018

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
504,885.00	New York State Division of Criminal Justice Services	GRT	HE	AA	40,000
		GRT	HE	AB	179,200

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
		GRT	HE	DD	285,685

BAHE24000019

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
102,108	New York State Division of Criminal Justice Services	GRT	HE	DD	47,608
		GRT	HE	BB	29,500
		GRT	HE	AA	25,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED RESOLUTION NO. 99-2024

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND THE AGRICULTURAL SOCIETY OF QUEENS NASSAU AND SUFFOLK COUNTIES, INC.

WHEREAS, Nassau County (“County”) has received funding from the State of New York pursuant to State Tax Law section 1202-q, and appropriated said funds to the County Department of Parks, Recreation and Museums (“Department”) in accordance with said law in order to support programs and activities relevant to the enhancement of tourism in the County; and

WHEREAS, the Department has determined that funding shall be awarded to The Agricultural Society of Queens Nassau and Suffolk Counties, Inc, an existing not for profit organization located within the County, to undertake operating and program support of the Long Island Fair within Nassau County; now, therefore, be it

RESOLVED, that the Nassau County Legislature authorizes the County Executive to execute the said agreement with The Agricultural Society of Queens Nassau and Suffolk Counties, Inc.

PROPOSED RESOLUTION NO. 100-2024

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND THE AGRICULTURAL SOCIETY OF QUEENS NASSAU AND SUFFOLK COUNTIES, INC.

WHEREAS, Nassau County (“County”) has received funding from the State of New York pursuant to State Tax Law section 1202-q, and appropriated said funds to the County Department of Parks, Recreation and Museums (“Department”) in accordance with said law in order to support programs and activities relevant to the enhancement of tourism in the County; and

WHEREAS, the Department has determined that funding shall be awarded to The Agricultural Society of Queens Nassau and Suffolk Counties, Inc, an existing not for profit organization located within the County, to contract performers, shows, petting zoo, animal rides and other entertainment offerings in support of the Long Island Fair within Nassau County; now, therefore, be it

RESOLVED, that the Nassau County Legislature authorizes the County Executive to execute the said agreement with The Agricultural Society of Queens Nassau and Suffolk Counties, Inc.

PROPOSED RESOLUTION NUMBER 101- 2024

AUTHORIZING THE COUNTY OF NASSAU TO PARTICIPATE IN A FEDERAL AID TRANSPORTATION PROJECT PROVIDING FOR THE RESURFACING OF VARIOUS COUNTY ROADS, CAPITAL PROJECT H61587-71G, PIN 0761.68 AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR THE ADVANCEMENT OF SAID AID FOR TRANSPORTATION PROJECTS IN NASSAU COUNTY, NEW YORK.

WHEREAS, the County of Nassau has identified the above transportation improvement project intended to improve the safety and/or efficiency of traffic flow on various roads throughout Nassau County; and

WHEREAS, this project and associated funding, to advance this project has been identified and approved as part of the County's Capital Plan; and

WHEREAS, this project PIN 0761.68 for transportation related improvements in Nassau County is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the County of Nassau has been approved to receive Aid on the above project; and

WHEREAS, the County of Nassau has approved of and desires to advance these projects by making a commitment for 100 percent of its local share of the cost; and

WHEREAS, personal service agreements and/or contracts required to further advance these projects will be submitted for Legislative approval, now therefore, be it

RESOLVED, that the County Legislature hereby authorizes the participation of the County in the project not on the State Highway System, and it be further

RESOLVED, that the County Legislature authorizes the County of Nassau to pay in the first instance 100 percent of the of the project cost, or portion thereof, and it be further

RESOLVED, that the County Executive of the County of Nassau be and is hereby authorized to execute agreement numbers PIN 0761.68 on behalf of the County of Nassau with the New York State Department of Transportation in connection with the advancement or approval of this Project and providing for the administration of the Project and the municipality's first instance funding of project's costs and permanent funding of the local share of the Project costs eligible for Aid and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that the County Executive of the County of Nassau be and is hereby authorized to execute all necessary additional agreements, supplemental agreements, certifications or reimbursement requests for Aid on behalf of the County of Nassau with the New York State Department of Transportation in connection with the advancement or approval of all phases of this Project and providing for the administration of the Project and the municipality's first instance funding of project's costs and permanent funding of the local share of the Project costs eligible for Aid and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

PROPOSED RESOLUTION NUMBER 102- 2024

AUTHORIZING THE COUNTY OF NASSAU TO PARTICIPATE IN A FEDERAL AID TRANSPORTATION PROJECT PROVIDING FOR THE RESURFACING OF VARIOUS COUNTY ROADS, CAPITAL PROJECT H61587-72G, PIN 0762.13 AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR THE ADVANCEMENT OF SAID AID FOR TRANSPORTATION PROJECTS IN NASSAU COUNTY, NEW YORK.

WHEREAS, the County of Nassau has identified the above transportation improvement project intended to improve the safety and/or efficiency of traffic flow on various roads throughout Nassau County; and

WHEREAS, this project and associated funding, to advance this project has been identified and approved as part of the County's Capital Plan; and

WHEREAS, this project PIN 0762.13 for transportation related improvements in Nassau County is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the County of Nassau has been approved to receive Aid on the above project; and

WHEREAS, the County of Nassau has approved of and desires to advance these projects by making a commitment for 100 percent of its local share of the cost; and

WHEREAS, personal service agreements and/or contracts required to further advance these projects will be submitted for Legislative approval, now therefore, be it

RESOLVED, that the County Legislature hereby authorizes the participation of the County in the project not on the State Highway System, and it be further

RESOLVED, that the County Legislature authorizes the County of Nassau to pay in the first instance 100 percent of the of the project cost, or portion thereof, and it be further

RESOLVED, that the County Executive of the County of Nassau be and is hereby authorized to execute agreement numbers PIN 0762.13 on behalf of the County of Nassau with the New York State Department of Transportation in connection with the advancement or approval of this Project and providing for the administration of the Project and the municipality's first instance funding of project's costs and permanent funding of the local share of the Project costs eligible for Aid and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that the County Executive of the County of Nassau be and is hereby authorized to execute all necessary additional agreements, supplemental agreements, certifications or reimbursement requests for Aid on behalf of the County of Nassau with the New York State Department of Transportation in connection with the advancement or approval of all phases of this Project and providing for the administration of the Project and the municipality's first instance funding of project's costs and permanent funding of the local share of the Project costs eligible for Aid and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

PROPOSED RESOLUTION NO. 103 - 2024

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTIONS ENTITLED *IHP WESTBURY V. COUNTY OF NASSAU, ET AL.*, INDEX NOS. 405106/2017, 405107/2017, 405108/2017 AND 405109/2017 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE

WHEREAS, IHP Westbury (the “Petitioner”) commenced actions entitled *IHP Westbury v. County of Nassau, et al.*, Index Nos. 405106/2017, 405107/2017, 405108/2017 and 405109/2017 against the County of Nassau (the “County”), alleging excessive assessment of Petitioner’s real property, and the County has agreed to make payment to Petitioner estimated in the amount of \$226,573, plus interest at a stipulated rate, in full settlement of all possible claims Petitioner may have against the County arising from the alleged excessive assessment; and

WHEREAS, payments are to be made based upon reductions to the assessed value set forth below of Petitioner’s real property, a four-story hotel/motel located at 1575 Privado Road in Westbury, NY (Section 44, Block 78, Lot(s) 97A and 97B) (hereinafter “Petitioner’s Property”); and

WHEREAS, the reductions of assessed value for Petitioner’s Property are \$7,000 and \$15,000 for the 2016/2017 and 2017/2018 tax years, respectively; and

WHEREAS, the County Attorney has caused an investigation and analysis to be made of the said action and as a result thereof recommends that it be settled based on the reduced assessed values as set forth above; now therefore, be it

RESOLVED, that the County Attorney be and is hereby authorized and directed to settle the said action based on the reduced assessed values as indicated above, provided that, if any payment arising from said action is to be made from the proceeds of a borrowing, that a bond ordinance to finance such settlement is adopted by this Legislature and any borrowing pursuant to such bond ordinance is approved by the Nassau County Interim Finance Authority, if such approval is required; and be it further

RESOLVED, that the County Treasurer be and is hereby authorized to pay any refund due and owing based upon the reductions of assessed values for Petitioner’s Property, which are \$7,000 and \$15,000 for the 2016/2017 and 2017/2018 tax years, respectively; and be it further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this settlement is a “Type II” Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

PROPOSED RESOLUTION NO. 104 - 2024

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED *THE STOP & SHOP SUPERMARKET COMPANY V. COUNTY OF NASSAU, ET AL.* INDEX NO. 402438/2022 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE

WHEREAS, The Stop & Shop Supermarket Company (the “Petitioner”) commenced an action entitled *The Stop & Shop Supermarket Company v. County of Nassau, et al.* Index No. 402438/2022 against the County of Nassau (the “County”), alleging excessive assessment of Petitioner’s real property, and the County has agreed to make payment to Petitioner estimated in the amount of \$241,462.65, plus interest at a stipulated rate, in full settlement of all possible claims Petitioner may have against the County arising from the alleged excessive assessment; and

WHEREAS, payments are to be made based upon reductions to the assessed value set forth below of Petitioner’s real property, a shopping center located at 65 Shore Road, Port Washington, NY (Section 4, Block Q, Lot(s) 10, 34, 128 and Section 4, Block 48, Lot(s) 8, 27, 34, 37) (hereinafter “Petitioner’s Property”); and

WHEREAS, the reductions of assessed value for Petitioner’s Property are \$0, \$13,500, and \$17,000 for the 2017/2018, 2018/2019, and 2019/2020 tax years, respectively; and

WHEREAS, the County Attorney has caused an investigation and analysis to be made of the said action and as a result thereof recommends that it be settled based on the reduced assessed values as set forth above; now therefore, be it

RESOLVED, that the County Attorney be and is hereby authorized and directed to settle the said action based on the reduced assessed values as indicated above, provided that, if any payment arising from said action is to be made from the proceeds of a borrowing, that a bond ordinance to finance such settlement is adopted by this Legislature and any borrowing pursuant to such bond ordinance is approved by the Nassau County Interim Finance Authority, if such approval is required; and be it further

RESOLVED, that the County Treasurer be and is hereby authorized to pay any refund due and owing based upon the reductions of assessed value for Petitioner’s Property, which are \$0,

\$13,500, and \$17,000 for the 2017/2018, 2018/2019, and 2019/2020 tax years, respectively; and be it further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this settlement is a “Type II” Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

PROPOSED RESOLUTION NO. 105 - 2024

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED *KOHL'S, INC., #417 V. COUNTY OF NASSAU, ET AL.* INDEX NO. 401043/2019 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE

WHEREAS, Kohl's, Inc., #417 (the "Petitioner") commenced an action entitled *Kohl's, Inc., #417 v. County of Nassau, et al.* Index No. 401043/2019 against the County of Nassau (the "County"), alleging excessive assessment of Petitioner's real property, and the County has agreed to make payment to Petitioner estimated in the amount of \$111,363, plus interest at a stipulated rate, in full settlement of all possible claims Petitioner may have against the County arising from the alleged excessive assessment; and

WHEREAS, payments are to be made based upon a reduction to the assessed value set forth below of Petitioner's real property, a department store located at 5300 Sunrise Highway, Massapequa Park, NY (Section 53, Block D, Lot 34) (hereinafter "Petitioner's Property"); and

WHEREAS, the reduction of assessed value for Petitioner's Property is \$14,000.00 for the 2015/2016 tax year; and

WHEREAS, the County Attorney has caused an investigation and analysis to be made of the said action and as a result thereof recommends that it be settled based on the reduced assessed values as set forth above; now therefore, be it

RESOLVED, that the County Attorney be and is hereby authorized and directed to settle the said action based on the reduced assessed values as indicated above, provided that, if any payment arising from said action is to be made from the proceeds of a borrowing, that a bond ordinance to finance such settlement is adopted by this Legislature and any borrowing pursuant to such bond ordinance is approved by the Nassau County Interim Finance Authority, if such approval is required; and be it further

RESOLVED, that the County Treasurer be and is hereby authorized to pay any refund due and owing based upon the reduction of assessed value for Petitioner's Property, which is \$14,000.00 for the 2015/2016 tax year; and be it further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this settlement is a “Type II” Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

PROPOSED RESOLUTION NO. 106 - 2024

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED *BEECHWOOD BENEDICT MERRICK LLC V. COUNTY OF NASSAU, ET AL.*, INDEX NO. 400145/2022 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE

WHEREAS, Beechwood Benedict Merrick LLC (the “Petitioner”) commenced an action entitled *Beechwood Benedict Merrick LLC v. County of Nassau, et al.*, Index No. 400145/2022 against the County of Nassau (the “County”), alleging excessive assessment of Petitioner’s real property, and the County has agreed to make payment to Petitioner estimated in the amount of \$124,694, plus interest at a stipulated rate, in full settlement of all possible claims Petitioner may have against the County arising from the alleged excessive assessment; and

WHEREAS, payments are to be made based upon reductions to the assessed value set forth below of Petitioner’s real property, an apartment/hotel complex with over 200 units, a restaurant and hotel located at 695 Merrick Avenue, Westbury in the Town of Hempstead on the former site of a Syms retail store (Section 44, Block 78, Lot 54) (hereinafter “Petitioner’s Property”); and

WHEREAS, the reductions of assessed value for Petitioner’s Property are \$14,000.00 for the 2020/2021 tax year; and

WHEREAS, the County Attorney has caused an investigation and analysis to be made of the said action and as a result thereof recommends that it be settled based on the reduced assessed values as set forth above; now therefore, be it

RESOLVED, that the County Attorney be and is hereby authorized and directed to settle the said action based on the reduced assessed values as indicated above, provided that, if any payment arising from said action is to be made from the proceeds of a borrowing, that a bond ordinance to finance such settlement is adopted by this Legislature and any borrowing pursuant to such bond ordinance is approved by the Nassau County Interim Finance Authority, if such approval is required; and be it further

RESOLVED, that the County Treasurer be and is hereby authorized to pay any refund due and owing based upon the reductions of assessed values for Petitioner’s Property, which are \$14,000.00 for the 2020/2021 tax year; and be it further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this settlement is a “Type II” Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

PROPOSED RESOLUTION NO. 107 - 2024

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFFS, AS SET FORTH IN THE ACTIONS ENTITLED *CAPRI COVE CONDOMINIUM F/K/A BOARD OF MANAGERS OF CAPRI COVE CONDOMINIUM V. COUNTY OF NASSAU, ET AL.* INDEX NOS. 401622/2011 AND 400131/2021 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE

WHEREAS, Capri Cove Condominium f/k/a Board of Managers of Capri Cove Condominium (the “Petitioner”) commenced an action entitled *Capri Cove Condominium f/k/a Board of Managers of Capri Cove Condominium v. Nassau County, et al.*, Index Nos. 401622/2011 and 400131/2021 against the County of Nassau (the “County”), alleging excessive assessment of Petitioner’s real property, and the County has agreed to make payment to Petitioner estimated in the amount of \$950,196.00, plus interest at a stipulated rate, in full settlement of all possible claims Petitioner may have against the County arising from the alleged excessive assessment; and

WHEREAS, payments are to be made based upon reductions to the assessed value set forth below of Petitioner’s real property, a condominium complex with 34 units located in three buildings located in Port Washington (Section 4, Block 59, Lot(s) 681, Units 1-27, 29-34) (hereinafter “Petitioner’s Property”); and

WHEREAS, the reductions of assessed value for Petitioner’s Property are \$2,342, \$3,398, \$3,398, \$8,543, \$11,000, \$11,109, \$12,127, \$8,872, \$12,448, \$1,434, \$2,255, \$1,596, and \$1,900 for the 2011/2012, 2012/2013, 2013/2014, 2014/2015, 2015/2016, 2016/2017, 2017/2018, 2018/2019, 2019/2020, 2020/2021, 2021/2022, 2022/2023 and 2023/2024 tax years, respectively; and

WHEREAS, the County Attorney has caused an investigation and analysis to be made of the said action and as a result thereof recommends that it be settled based on the reduced assessed values as set forth above; now therefore, be it

RESOLVED, that the County Attorney be and is hereby authorized and directed to settle the said action based on the reduced assessed values as indicated above, provided that, if any payment arising from said action is to be made from the proceeds of a borrowing, that a bond ordinance to finance such settlement is adopted by this Legislature and any borrowing pursuant to

such bond ordinance is approved by the Nassau County Interim Finance Authority, if such approval is required; and be it further

RESOLVED, that the County Treasurer be and is hereby authorized to pay any refund due and owing based upon the reductions of assessed values for Petitioner's Property, which are \$2,342, \$3,398, \$3,398, \$8,543, \$11,000, \$11,109, \$12,127, \$8,872, \$12,448, \$1,434, \$2,255, \$1,596, and \$1,900 for the 2011/2012, 2012/2013, 2013/2014, 2014/2015, 2015/2016, 2016/2017, 2017/2018, 2018/2019, 2019/2020, 2020/2021, 2021/2022, 2022/2023 and 2023/2024 tax years, respectively; and be it further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this settlement is a "Type II" Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

PROPOSED RESOLUTION NO. 108 - 2024

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED *BEST BUY STORES, L.P. V. COUNTY OF NASSAU, ET AL.* CONSOLIDATED INDEX NO. 400643/2022 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE

WHEREAS, Best Buy Stores, L.P. (the “Petitioner”) commenced an action entitled *Best Buy Stores, L.P. v. County of Nassau, et al.*, Consolidated Index No. 400643/2022 against the County of Nassau (the “County”), alleging excessive assessment of Petitioner’s real property, and the County has agreed to make payment to Petitioner estimated in the amount of \$310,582.83, plus interest at a stipulated rate, in full settlement of all possible claims Petitioner may have against the County arising from the alleged excessive assessment; and

WHEREAS, payments are to be made based upon reductions to the assessed value set forth below of Petitioner’s real property, a 77,369 square foot big box retail center located at 1100 Old Country Road, Westbury (Section 44, Block 78, Lot(s) 2-3, 89) (hereinafter “Petitioner’s Property”); and

WHEREAS, the reductions of assessed value for Petitioner’s Property are \$0, \$0, \$45,222, \$25,530, \$25,530 and \$2,946 for the 2018/2019, 2019/2020, 2020/2021, 2021/2022, 2022/2023 and 2023/2024 tax years, respectively; and

WHEREAS, the County Attorney has caused an investigation and analysis to be made of the said action and as a result thereof recommends that it be settled based on the reduced assessed values as set forth above; now therefore, be it

RESOLVED, that the County Attorney be and is hereby authorized and directed to settle the said action based on the reduced assessed values as indicated above, provided that, if any payment arising from said action is to be made from the proceeds of a borrowing, that a bond ordinance to finance such settlement is adopted by this Legislature and any borrowing pursuant to such bond ordinance is approved by the Nassau County Interim Finance Authority, if such approval is required; and be it further

RESOLVED, that the County Treasurer be and is hereby authorized to pay any refund due and owing based upon the reductions of assessed values for Petitioner’s Property, which are \$0,

\$0, \$45,222, \$25,530, \$25,530 and \$2,946 for the 2018/2019, 2019/2020, 2020/2021, 2021/2022, 2022/2023 and 2023/2024 tax years, respectively; and be it further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this settlement is a “Type II” Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

PROPOSED RESOLUTION NO. 109 - 2024

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED *TOWNHOUSE EXTENDED CARE FACILITY, LLC V. COUNTY OF NASSAU, ET AL.*, INDEX NO. 400390/2023 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE

WHEREAS, Townhouse Extended Care Facility, LLC (the “Petitioner”) commenced an action entitled *Townhouse Extended Care Facility, LLC v. County of Nassau, et al.*, Index No. 400390/2023 against the County of Nassau (the “County”), alleging excessive assessment of Petitioner’s real property, and the County has agreed to make payment to Petitioner estimated in the amount of \$285,286.00, plus interest at a stipulated rate, in full settlement of all possible claims Petitioner may have against the County arising from the alleged excessive assessment; and

WHEREAS, payments are to be made based upon reductions to the assessed value set forth below of Petitioner’s real property, a four-story nursing home located at 735 Fulton Avenue, Hempstead, NY (Section 44, Block 65, Lot(s) 46, 73) (hereinafter “Petitioner’s Property”); and

WHEREAS, the reductions of assessed value for Petitioner’s Property are \$19,681 and \$10,387 for the 2019/2020 and 2020/2021 tax years, respectively; and

WHEREAS, the County Attorney has caused an investigation and analysis to be made of the said action and as a result thereof recommends that it be settled based on the reduced assessed values as set forth above; now therefore, be it

RESOLVED, that the County Attorney be and is hereby authorized and directed to settle the said action based on the reduced assessed values as indicated above, provided that, if any payment arising from said action is to be made from the proceeds of a borrowing, that a bond ordinance to finance such settlement is adopted by this Legislature and any borrowing pursuant to such bond ordinance is approved by the Nassau County Interim Finance Authority, if such approval is required; and be it further

RESOLVED, that the County Treasurer be and is hereby authorized to pay any refund due and owing based upon the reductions of assessed values for Petitioner’s Property, which are \$19,681 and \$10,387 for the 2019/2020 and 2020/2021 tax years, respectively; and be it further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this settlement is a “Type II” Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

PROPOSED RESOLUTION NO. 110 - 2024

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFFS, AS SET FORTH IN THE ACTIONS ENTITLED *PEBB SOUNDVIEW, LLC AND SOUNDVIEW PW, LLC V. COUNTY OF NASSAU, ET AL.* INDEX NOS. 401120/2018, 402899/2023, 402901/2023, 402902/2023, 402903/2023, 402904/2023, 402905/2023, 402906/2023, 402907/2023 AND 401982/2023 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE

WHEREAS, Pebb Soundview, LLC and Soundview PW, LLC (the “Petitioner”) commenced an action entitled *Pebb Soundview, LLC and Soundview PW, LLC v. Nassau County, et al.*, Index Nos. 401120/2018, 402899/2023, 402901/2023, 402902/2023, 402903/2023, 402904/2023, 402905/2023, 402906/2023, 402907/2023 and 401982/2023 against the County of Nassau (the “County”), alleging excessive assessment of Petitioner’s real property, and the County has agreed to make payment to Petitioner estimated in the amount of \$3,726,781.25, plus interest at a stipulated rate, in full settlement of all possible claims Petitioner may have against the County arising from the alleged excessive assessment; and

WHEREAS, payments are to be made based upon reductions to the assessed value set forth below of Petitioner’s real property, a shopping center known as the Soundview Marketplace located along Shore Road in Port Washington North (Section 4, Block 129, Lot(s) 1, 10, 12, 14B, 14C) (hereinafter “Petitioner’s Property”); and

WHEREAS, the reductions of assessed value for Petitioner’s Property are \$62,000, \$66,000, \$33,500, \$28,500, \$0, \$17,000, \$140,000, \$130,000, \$128,000, and \$154,406 for the 2014/2015, 2015/2016, 2016/2017, 2017/2018, 2018/2019, 2019/2020, 2020/2021, 2021/2022, 2022/2023 and 2023/2024 tax years, respectively; and

WHEREAS, the County Attorney has caused an investigation and analysis to be made of the said action and as a result thereof recommends that it be settled based on the reduced assessed values as set forth above; now therefore, be it

RESOLVED, that the County Attorney be and is hereby authorized and directed to settle the said action based on the reduced assessed values as indicated above, provided that, if any payment arising from said action is to be made from the proceeds of a borrowing, that a bond ordinance to finance such settlement is adopted by this Legislature and any borrowing pursuant to

such bond ordinance is approved by the Nassau County Interim Finance Authority, if such approval is required; and be it further

RESOLVED, that the County Treasurer be and is hereby authorized to pay any refund due and owing based upon the reductions of assessed values for Petitioner's Property, which are \$62,000, \$66,000, \$33,500, \$28,500, \$0, \$17,000, \$140,000, \$130,000, \$128,000, and \$154,406 for the 2014/2015, 2015/2016, 2016/2017, 2017/2018, 2018/2019, 2019/2020, 2020/2021, 2021/2022, 2022/2023 and 2023/2024 tax years, respectively; and be it further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this settlement is a "Type II" Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

PROPOSED RESOLUTION NO. 111 - 2024

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED *THE BRISTAL AT NORTH HILLS V. COUNTY OF NASSAU, ET AL.* INDEX NO. 404864/2019 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE

WHEREAS, The Bristol at North Hills (the “Petitioner”) commenced an action entitled *The Bristol at North Hills v. County of Nassau, et al.*, Index No. 404864/2019 against the County of Nassau (the “County”), alleging excessive assessment of Petitioner’s real property, and the County has agreed to make payment to Petitioner estimated in the amount of \$1,247,553, plus interest at a stipulated rate, in full settlement of all possible claims Petitioner may have against the County arising from the alleged excessive assessment; and

WHEREAS, payments are to be made based upon reductions to the assessed value set forth below of Petitioner’s real property, an assisted living facility with 179 residential apartments located at 99 S. Service Road in Manhasset (Section 8, Block A, Lot(s) 602C, 602D) (hereinafter “Petitioner’s Property”); and

WHEREAS, the reductions of assessed value for Petitioner’s Property are \$10,000, \$31,000, \$43,000, \$50,000, \$0, \$0 and \$0 for the 2016/2017, 2017/2018, 2018/2019, 2019/2020, 2020/2021, 2021/2022, and 2022/2023 tax years, respectively; and

WHEREAS, the County Attorney has caused an investigation and analysis to be made of the said action and as a result thereof recommends that it be settled based on the reduced assessed values as set forth above; now therefore, be it

RESOLVED, that the County Attorney be and is hereby authorized and directed to settle the said action based on the reduced assessed values as indicated above, provided that, if any payment arising from said action is to be made from the proceeds of a borrowing, that a bond ordinance to finance such settlement is adopted by this Legislature and any borrowing pursuant to such bond ordinance is approved by the Nassau County Interim Finance Authority, if such approval is required; and be it further

RESOLVED, that the County Treasurer be and is hereby authorized to pay any refund due and owing based upon the reductions of assessed values for Petitioner’s Property, which are

\$10,000, \$31,000, \$43,000, \$50,000, \$0, \$0 and \$0 for the 2016/2017, 2017/2018, 2018/2019, 2019/2020, 2020/2021, 2021/2022, and 2022/2023 tax years, respectively; and be it further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this settlement is a “Type II” Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

PROPOSED RESOLUTION NO. 112 - 2024

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTIONS ENTITLED *J. C. PENNEY, INC. V. COUNTY OF NASSAU, ET AL.*, INDEX NOS. 403707/2021 AND 403895/2021 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE

WHEREAS, J. C. Penney, Inc. (the “Petitioner”) commenced actions entitled *J. C. Penney, Inc. v. County of Nassau, et al.*, Index Nos. 403707/2021 and 403895/2021 against the County of Nassau (the “County”), alleging excessive assessment of Petitioner’s real property, and the County has agreed to make payment to Petitioner estimated in the amount of \$254,052, plus interest at a stipulated rate, in full settlement of all possible claims Petitioner may have against the County arising from the alleged excessive assessment; and

WHEREAS, payments are to be made based upon reductions to the assessed value set forth below of Petitioner’s real property, a three-story department store located at 211-17 Old Country Road at the Roosevelt Field Mall in Carle Place, NY (Section 44, Block 77, Lot(s) 24) (hereinafter “Petitioner’s Property”); and

WHEREAS, the reductions of assessed value for Petitioner’s Property are \$12,739 and \$17,884 for the 2018/2019 and 2019/2020 tax years, respectively; and

WHEREAS, the County Attorney has caused an investigation and analysis to be made of the said action and as a result thereof recommends that it be settled based on the reduced assessed values as set forth above; now therefore, be it

RESOLVED, that the County Attorney be and is hereby authorized and directed to settle the said action based on the reduced assessed values as indicated above, provided that, if any payment arising from said action is to be made from the proceeds of a borrowing, that a bond ordinance to finance such settlement is adopted by this Legislature and any borrowing pursuant to such bond ordinance is approved by the Nassau County Interim Finance Authority, if such approval is required; and be it further

RESOLVED, that the County Treasurer be and is hereby authorized to pay any refund due and owing based upon the reductions of assessed values for Petitioner’s Property, which are \$12,739 and \$17,884 for the 2018/2019 and 2019/2020 tax years, respectively; and be it further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this settlement is a “Type II” Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

PROPOSED RESOLUTION NO. 113 - 2024

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED *VERIZON NEW YORK, INC. V. COUNTY OF NASSAU, ET AL.* INDEX NO. 402763/2017, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE

WHEREAS, Verizon New York, Inc. (the “Petitioner”) commenced an action entitled *Verizon New York, Inc. v. County of Nassau, et al.*, Index No. 402763/2017 against the County of Nassau (the “County”), alleging excessive assessment of Petitioner’s real property, and the County has agreed to make payment to Petitioner estimated in the amount of \$214,290.00, plus interest at a stipulated rate, in full settlement of all possible claims Petitioner may have against the County arising from the alleged excessive assessment; and

WHEREAS, payments are to be made based upon reductions to the assessed value set forth below of Petitioner’s real property, a three story masonry building housing telephone equipment located at 167 Front Street, Mineola, NY (Section 09, Block 129, Lot(s) 217 and 220) (hereinafter “Petitioner’s Property”); and

WHEREAS, the reductions of assessed value for Petitioner’s Property are \$0, \$0, \$5,000, and \$6,000 for the 2015/2016, 2016/2017, 2017/2018, and 2018/2019 tax years, respectively; and

WHEREAS, the County Attorney has caused an investigation and analysis to be made of the said action and as a result thereof recommends that it be settled based on the reduced assessed values as set forth above; now therefore, be it

RESOLVED, that the County Attorney be and is hereby authorized and directed to settle the said action based on the reduced assessed values as indicated above, provided that, if any payment arising from said action is to be made from the proceeds of a borrowing, that a bond ordinance to finance such settlement is adopted by this Legislature and any borrowing pursuant to such bond ordinance is approved by the Nassau County Interim Finance Authority, if such approval is required; and be it further

RESOLVED, that the County Treasurer be and is hereby authorized to pay any refund due and owing based upon the reductions of assessed values for Petitioner’s Property, which are \$0,

\$0, \$5,000, and \$6,000 for the 2015/2016, 2016/2017, 2017/2018, and 2018/2019 tax years, respectively; and be it further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this settlement is a “Type II” Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

PROPOSED RESOLUTION NO. 114 - 2024

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED *VERIZON NEW YORK, INC. V. COUNTY OF NASSAU, ET AL.* INDEX NOS. 402541/2014 and 401925/2015 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE

WHEREAS, Verizon New York, Inc. (the “Petitioner”) commenced an action entitled *Verizon New York, Inc. v. County of Nassau, et al.*, Index Nos. 402541/2014 and 401925/2015 against the County of Nassau (the “County”), alleging excessive assessment of Petitioner’s real property, and the County has agreed to make payment to Petitioner estimated in the amount of \$228,580.48, plus interest at a stipulated rate, in full settlement of all possible claims Petitioner may have against the County arising from the alleged excessive assessment; and

WHEREAS, payments are to be made based upon reductions to the assessed value set forth below of Petitioner’s real property, a two-story building located at 5431 Merrick Road, Massapequa, NY (Section 53, Block 181, Lot(s) 16 and 57) (hereinafter “Petitioner’s Property”); and

WHEREAS, the reductions of assessed value for Petitioner’s Property are \$5,500 and \$6,500 for the 2014/2015 and 2015/2016 tax years, respectively; and

WHEREAS, the County Attorney has caused an investigation and analysis to be made of the said action and as a result thereof recommends that it be settled based on the reduced assessed values as set forth above; now therefore, be it

RESOLVED, that the County Attorney be and is hereby authorized and directed to settle the said action based on the reduced assessed values as indicated above, provided that, if any payment arising from said action is to be made from the proceeds of a borrowing, that a bond ordinance to finance such settlement is adopted by this Legislature and any borrowing pursuant to such bond ordinance is approved by the Nassau County Interim Finance Authority, if such approval is required; and be it further

RESOLVED, that the County Treasurer be and is hereby authorized to pay any refund due and owing based upon the reductions of assessed values for Petitioner’s Property, which are \$5,500 and \$6,500 for the 2014/2015 and 2015/2016 tax years, respectively; and be it further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this settlement is a “Type II” Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

PROPOSED RESOLUTION NO. 115 - 2024

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED *VERIZON NEW YORK, INC. V. COUNTY OF NASSAU, ET AL.* INDEX NO. 401884/2015, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE

WHEREAS, Verizon New York, Inc. (the “Petitioner”) commenced an action entitled *Verizon New York, Inc. v. County of Nassau, et al.*, Index No. 401884/2015 against the County of Nassau (the “County”), alleging excessive assessment of Petitioner’s real property, and the County has agreed to make payment to Petitioner estimated in the amount of \$599,232.00, plus interest at a stipulated rate, in full settlement of all possible claims Petitioner may have against the County arising from the alleged excessive assessment; and

WHEREAS, payments are to be made based upon reductions to the assessed value set forth below of Petitioner’s real property, a two-story freestanding walk-up building and parking lot located at 102 Franklin Place, Woodmere, NY (Section 39, Block 212, Lot(s) 44, 47) (hereinafter “Petitioner’s Property”); and

WHEREAS, the reductions of assessed value for Petitioner’s Property are \$13,676, \$0, \$16,049, \$16,549, \$17,549, \$2,875, \$2,875, and \$0 for the 2015/2016, 2016/2017, 2017/2018, 2018/2019, 2019/2020, 2020/2021, 2021/2022, and 2022/2023 tax years, respectively; and

WHEREAS, the County Attorney has caused an investigation and analysis to be made of the said action and as a result thereof recommends that it be settled based on the reduced assessed values as set forth above; now therefore, be it

RESOLVED, that the County Attorney be and is hereby authorized and directed to settle the said action based on the reduced assessed values as indicated above, provided that, if any payment arising from said action is to be made from the proceeds of a borrowing, that a bond ordinance to finance such settlement is adopted by this Legislature and any borrowing pursuant to such bond ordinance is approved by the Nassau County Interim Finance Authority, if such approval is required; and be it further

RESOLVED, that the County Treasurer be and is hereby authorized to pay any refund due and owing based upon the reductions of assessed values for Petitioner’s Property, which are

\$13,676, \$0, \$16,049, \$16,549, \$17,549, \$2,875, \$2,875, and \$0 for the 2015/2016, 2016/2017, 2017/2018, 2018/2019, 2019/2020, 2020/2021, 2021/2022, and 2022/2023 tax years, respectively; and be it further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this settlement is a “Type II” Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

PROPOSED RESOLUTION NO. 116 - 2024

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED *VERIZON NEW YORK, INC. V. COUNTY OF NASSAU, ET AL.* INDEX NO. 402556/2014, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE

WHEREAS, Verizon New York, Inc. (the “Petitioner”) commenced an action entitled *Verizon New York, Inc. v. County of Nassau, et al.*, Index No. 402556/2014 against the County of Nassau (the “County”), alleging excessive assessment of Petitioner’s real property, and the County has agreed to make payment to Petitioner estimated in the amount of \$1,218,151.00, plus interest at a stipulated rate, in full settlement of all possible claims Petitioner may have against the County arising from the alleged excessive assessment; and

WHEREAS, payments are to be made based upon reductions to the assessed value set forth below of Petitioner’s real property, a three building industrial complex located at 70, 100 and 140 Cantiague Rock Road, Hicksville, NY (Section 11, Block 499, Lot(s) 94, 99 and 100) (hereinafter “Petitioner’s Property”); and

WHEREAS, the reductions of assessed value for Petitioner’s Property are \$40,900, \$46,000, \$44,540, \$49,540, \$37,572, \$41,330, \$57,350, and \$56,227 for the 2014/2015, 2015/2016, 2016/2017, 2017/2018, 2018/2019, 2019/2020, 2020/2021, and 2021/2022 tax years, respectively; and

WHEREAS, the County Attorney has caused an investigation and analysis to be made of the said action and as a result thereof recommends that it be settled based on the reduced assessed values as set forth above; now therefore, be it

RESOLVED, that the County Attorney be and is hereby authorized and directed to settle the said action based on the reduced assessed values as indicated above, provided that, if any payment arising from said action is to be made from the proceeds of a borrowing, that a bond ordinance to finance such settlement is adopted by this Legislature and any borrowing pursuant to such bond ordinance is approved by the Nassau County Interim Finance Authority, if such approval is required; and be it further

RESOLVED, that the County Treasurer be and is hereby authorized to pay any refund due and owing based upon the reductions of assessed values for Petitioner's Property, which are \$40,900, \$46,000, \$44,540, \$49,540, \$37,572, \$41,330, \$57,350, and \$56,227 for the 2014/2015, 2015/2016, 2016/2017, 2017/2018, 2018/2019, 2019/2020, 2020/2021, and 2021/2022 tax years, respectively; and be it further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this settlement is a "Type II" Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

PROPOSED RESOLUTION NO. 118 – 2024

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL LICENSE AGREEMENT WITH THE TOWN OF NORTH HEMPSTEAD IN RELATION TO INSTALLATION AND MAINTENANCE OF A LICENSE PLATE READER LOCATED ON THE NORTHEASTERN CORNER OF I.U. WILLETS ROAD AND PARKWAY DRIVE IN ROSLYN HEIGHTS.

WHEREAS, the County of Nassau (the “County”) and the Town of North Hempstead (the “Town”) are authorized, pursuant to Article 5-G of the General Municipal Law to enter into inter-governmental agreements; and

WHEREAS, the County and the Town believe it to be in the best interest of the taxpayers of their respective municipalities to authorize inter-municipal cooperation with respect to the mutual covenants set forth in the proposed agreement, on file with the Clerk of the Legislature; NOW, THEREFORE, be it

RESOLVED, that the Nassau County Legislature authorizes the County Executive to execute said license agreement with the Town.

PROPOSED RESOLUTION NO. 121 - 2024

A RESOLUTION establishing a standard work day for elected officials in Nassau County who are members of the New York State and Local Retirement System.

WHEREAS, the New York State Comptroller is authorized by sections 34 and 334 of the Retirement and Social Security Law to adopt rules and regulations for reporting the service and salary information for all employees of participating employers in the New York State and Local Employees' Retirement System, hereinafter referred to as "the Retirement System"; and

WHEREAS, the County is a participating employer in the Retirement System; and

WHEREAS, the New York State Comptroller has promulgated a regulation published at 2 NYCRR §315.4 which imposes certain reporting requirements on elected and appointed officials of participating employers who are members of the Retirement System and requires the governing body of each participating employer to adopt a resolution establishing a standard work day for each such elective or appointive office or position; and

WHEREAS, 2 NYCRR §315.4 was amended in August 2015 to, among other things, no longer require inclusion of appointed officials who participate in a County time-keeping system which provides a daily record of actual time worked and time charged to accrued leave on the Standard Workday and Reporting Resolution; and

WHEREAS, all Nassau County appointed officials participate in a County time-keeping system which provides a daily record of actual time worked and time charged to accrued leave; and

WHEREAS, each County elected official, in accordance with 2 NYCRR §315.4, has completed and signed a Record of Activities ("ROA") attesting to its accuracy and has submitted the ROA to the Clerk of the Legislature, and all such ROAs are on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that each of the activities listed on the ROA submitted by each County elected official has been determined to be an official duty of the position held by each respective County elected official; and be it further

RESOLVED, that the County hereby establishes the following as standard work days for elected officials who are members of the Retirement System, and will report the following

days worked to the Retirement System based on the record of activities maintained and filed by these officials with the Clerk of the Legislature:

Title	Standard Work Day (Hrs/Day)	Term Begins/Ends	Participates in Daily Timekeeping System (Y/N)	Days per Month Worked (based on Record of Activities)
ELECTED OFFICIALS				
Elected Officials listed in Appendix A to this Resolution	6.75	1/1/22 – 12/31/25	N	21.75
Elected Officials listed in Appendix B to this Resolution	6	1/1/24 – 12/31/25	N	21.75

; and be it further

RESOLVED, that this resolution, including any appendices hereto, may be modified to allow for the inclusion of the New York State Local Retirement System registration number and the last four digits of the Social Security number of each elected official in the appendices hereto for filing with the Office of the New York State Comptroller in accordance with 2 NYCRR §315.4(c) subsequent to any approval and adoption of said resolution without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said resolution is passed by the affirmative vote of a majority of said Legislature; and be it further

RESOLVED, that this resolution, including any appendices hereto, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said resolution without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said resolution is passed by the affirmative vote of a majority of said Legislature.

PROPOSED RESOLUTION NO. 125 - 24

A resolution to authorize the county assessor and/or the county treasurer and/or the receiver of taxes of the

Town of Hempstead to Correct Erroneous

Certain real properties situated in various school districts, assessed to designated owners appearing on the assessment rolls for the specified school and/or county years pursuant to this resolution; pursuant to the real property tax law, the county government law of Nassau County and the Nassau County Administrative Code.

Resolved, that the County Assessor and/or the County treasurer and/or the Receiver of Taxes of the **Town of Hempstead** be and hereby are (is) authorized and directed to act upon the error and/or errors on the specified properties as are more particularly described in the County Assessor's petition(s) no(s) **0171-2022,0179-2022,0222-2022** copies of which are annexed hereto and made a part of this resolution and which are on file with the Legislature of the County of Nassau.

PROPOSED RESOLUTION NO. 117 - 2024

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFFS, AS SET FORTH IN THE ACTION ENTITLED *ALIBERTI, ET AL. V. NASSAU COUNTY*, DOCKET NO. 15-CV-07111 (AYS) PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE

WHEREAS, CSEA employees Antonio Aliberti, Rishard Blanc, Heather Burkitt, Susan Chodkowski, Susan Ferguson, Michael Gerrato, Desiree Jasinski, Frances Lesser, Rosanna Lauro, Joseph Procopio, Neil Santorelli, Matthew Sarter, Frank Sciremammano, and James Wright (“Plaintiffs”) commenced an action entitled *Aliberti, et al. v. Nassau County*, Docket No. 15-cv-07111 (AYS), on behalf of themselves and all others similarly situated against the County of Nassau (the “County”), alleging certain violations of their contractual rights, and the parties have agreed to settle the claims in accordance with an agreed upon formula set forth in the settlement agreement in full settlement of all possible claims Plaintiffs may have against the County arising from the circumstances upon which the action is based; and

WHEREAS, the County Attorney has caused an investigation and analysis to be made of the said action and as a result thereof recommends that it be settled in accordance with the agreed upon formula set forth in the settlement agreement referenced above; now therefore, be it

RESOLVED, that the County Attorney be and is hereby authorized and directed to settle the said action in accordance with the agreed upon formula set forth in the settlement agreement referenced above, provided that, if any payment arising from said action is to be made from the proceeds of a borrowing, that a bond ordinance to finance such settlement is adopted by this Legislature and any borrowing pursuant to such bond ordinance is approved by the Nassau County Interim Finance Authority, if such approval is required; and be it further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this settlement is a “Type II” Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

PROPOSED RESOLUTION NO. 119 -2024

A RESOLUTION ratifying a Memorandum of Agreement making certain amendments to the Collective Bargaining Agreement between the County of Nassau and Nassau Community College, as joint employers, and the Adjunct Faculty Association of Nassau Community College.

WHEREAS, the County of Nassau and Nassau Community College, as joint employers, entered into a Collective Bargaining Agreement (“CBA”) with the Adjunct Faculty Association of Nassau Community College (collectively, “the parties”) which sets terms and conditions of employment for employees in the negotiating unit; and

WHEREAS, the parties have agreed to a Memorandum of Agreement (the “Memorandum of Agreement”) dated March 18, 2024 (attached hereto) making certain amendments to the CBA; now therefore, be it

RESOLVED, that the act of the County Executive for the County of Nassau and the Board of Trustees of Nassau Community College in executing the Memorandum of Agreement by and between the County of Nassau and Nassau Community College, as joint employers, and the Adjunct Faculty Association of Nassau Community College is hereby ratified.

PROPOSED RESOLUTION NO. 120 – 2024

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE CITY OF GLEN COVE IN RELATION TO SERVICES RELATIVE TO THE ADJUDICATION OF CITY OF GLEN COVE’S SCHOOL BUS STOP ARM SAFETY PROGRAM.

WHEREAS, the County of Nassau (the “County”) and the City of Glen Cove (the “City”) are authorized, pursuant to Article 5-G of the General Municipal Law to enter into inter-governmental agreements; and

WHEREAS, the County and the City believe it to be in the best interest of the taxpayers of their respective municipalities to authorize inter-municipal cooperation with respect to the mutual covenants set forth in the proposed agreement, on file with the Clerk of the Legislature; NOW, THEREFORE, be it

RESOLVED, that the Nassau County Legislature authorizes the County Executive to execute said agreement with the City.

PROPOSED RESOLUTION NO. 122 – 2024

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2024

WHEREAS, the County Executive, by communication dated July 11, 2024 addressed to the County Legislature, has advised that a transfer of appropriations heretofore made has been requested in order to provide funds to meet certain expenditures authorized within the budget for the year 2024; and

WHEREAS, the transfer has been reviewed and approved by the Office of Management and Budget and the Office of the County Executive; and

WHEREAS, the said transfer is known as BTCW24000023 as follows:

BOARD TRANSFER NO. BTCW24000023

	<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>FROM</u>	LE GEN 2500 - AA98Z	Inspector General – General Fund – Salaries, Wages & Fees	\$ 25,000.00
	TOTAL		\$ 25,000.00
<u>TO</u>	LE GEN 2500 – DD497	Inspector General – General Fund – General Expenses	\$ 25,000.00
	TOTAL		\$ 25,000.00

and;

WHEREAS, the said transfers of appropriations are recommended by the County Executive in said communication and are within the scope of Section 307 of the County Government Law of Nassau County; now, therefore, be it

RESOLVED, that the County Legislature does hereby authorize the said transfers of appropriations heretofore made within the budget for the year 2024, as hereinabove set forth; and be it further

RESOLVED that this resolution may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said resolution without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said resolution is passed by the affirmative vote of a majority of said Legislature; and be it further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this budget transfer is a “Type II” Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is a class of actions which does not have a significant effect on the environment; and no further review is required.

PROPOSED RESOLUTION NO. 123 – 2024

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2024

WHEREAS, the County Executive, by communication dated July 12, 2024 addressed to the County Legislature, has advised that a transfer of appropriations heretofore made has been requested in order to provide funds to meet certain expenditures authorized within the budget for the year 2024; and

WHEREAS, the transfer has been reviewed and approved by the Office of Management and Budget and the Office of the County Executive; and

WHEREAS, the said transfer is known as BTCW24000026 and BTCW24000027 as follows:

BOARD TRANSFER NO. BTCW24000026

	<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>FROM</u>	FC GRT HMY9 FED AA98Z	Fire Commission – Grant Fund – Salaries, Wages & Fees	\$3,500.00
	FC GRT HMY9 FED AB10F	Fire Commission – Grant Fund – Fringe Benefits	\$1,000.00
	FC GRT HMY9 FED DD498	Fire Commission – Grant Fund – General Expenses	\$3,925.16
	TOTAL		\$8,425.16
<u>TO</u>	FC GRT HMY9 FED BB197	Fire Commission – Grant Fund – Equipment	\$8,425.16
	TOTAL		\$8,425.16

BOARD TRANSFER NO. BTCW24000027

	<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>FROM</u>	FC GRT HMY9 FED AA98Z	Fire Commission – Grant Fund – Salaries, Wages & Fees	\$1,527.61
	FC GRT HMY9 FED AB10F	Fire Commission – Grant Fund – Fringe Benefits	\$256.93
	FC GRT HMY9 FED DD498	Fire Commission – Grant Fund – General Expenses	\$3,614.05
	TOTAL		\$5,398.59
<u>TO</u>	FC GRT HMY9 FED BB197	Fire Commission – Grant Fund – Equipment	\$5,398.59
	TOTAL		\$5,398.59

WHEREAS, the said transfers of appropriations are recommended by the County Executive in said communication and are within the scope of Section 307 of the County

Government Law of Nassau County; now, therefore, be it

RESOLVED, that the County Legislature does hereby authorize the said transfers of appropriations heretofore made within the budget for the year 2024, as hereinabove set forth; and be it further

RESOLVED that this resolution may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said resolution without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said resolution is passed by the affirmative vote of a majority of said Legislature; and be it further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this budget transfer is a “Type II” Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is a class of actions which does not have a significant effect on the environment; and no further review is required.

PROPOSED RESOLUTION NO. 124 – 2024

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2024

WHEREAS, the County Executive, by communication dated July 12, 2024 addressed to the County Legislature, has advised that a transfer of appropriations heretofore made has been requested in order to provide funds to meet certain expenditures authorized within the budget for the year 2024; and

WHEREAS, the transfer has been reviewed and approved by the Office of Management and Budget and the Office of the County Executive; and

WHEREAS, the said transfer is known as BTCW24000023 as follows:

BOARD TRANSFER NO. BTCW24000025

	<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>FROM</u>	HS GRT SS20 FED DD498	Human Services – Grant Fund – General Expenses	\$23,000.00
	TOTAL		\$23,000.00
<u>TO</u>	HS GRT SS20 FED BB 197	Human Services – Grant Fund – Equipment	\$7,500.00
	HS GRT SS20 FED DE547	Human Services – Grant Fund – Contractual	\$15,500.00
	TOTAL		\$23,000.00

and;

WHEREAS, the said transfers of appropriations are recommended by the County Executive in said communication and are within the scope of Section 307 of the County Government Law of Nassau County; now, therefore, be it

RESOLVED, that the County Legislature does hereby authorize the said transfers of appropriations heretofore made within the budget for the year 2024, as hereinabove set forth; and be it further

RESOLVED that this resolution may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said resolution without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said resolution is passed by the affirmative vote of a majority of said Legislature; and be it further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this budget transfer is a “Type II” Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is a class of actions which does not have a significant effect on the environment; and no further review is required.

PROPOSED RESOLUTION NO. 175 - 2024

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF THE HARRY FRANK GUGGENHEIM FOUNDATION AND THE COUNTY OF NASSAU PERTAINING TO THE FALAISE ESTATE IN SANDS POINT AND CERTAIN ASSOCIATED ARTWORK, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE

WHEREAS, the Harry Frank Guggenheim Foundation (the “Foundation”) and the County of Nassau (the “County”, and together with the Foundation, the “Parties”) each have alleged legal claims pertaining to the management and operation of the Falaise estate in Sands Point and certain associated artwork (the “Artwork”), and the Parties have agreed to settle said claims whereby the County shall receive \$6,000,000 in exchange for the conveyance of the Artwork to the Foundation in full settlement of all possible claims the Parties may have against each other arising from the circumstances upon which the claims are based; and

WHEREAS, the County Attorney has caused an investigation and analysis to be made of the said claims and as a result thereof recommends that the claims be settled as set forth above; now therefore, be it

RESOLVED, that the County Attorney be and is hereby authorized and directed to settle the said claims as set forth above; and be it further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this settlement is a “Type II” Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

Introduced by: Legislator Mazi Melesa Pilip

Cosponsored by: Presiding Officer Howard J. Kopel, Deputy Presiding Officer Thomas McKeivitt, Alternate Deputy Presiding Officer John R. Ferretti, Jr., and Legislators Patrick Mullaney, John J. Giuffré, Scott Strauss, Michael Giangregorio, C. William Gaylor, III, Rose Marie Walker, Samantha Goetz, and James Kennedy

PROPOSED LOCAL LAW NO. ____

A LOCAL LAW TO PROHIBIT THE USE OF A MASK OR FACIAL COVERING FOR THE PURPOSES OF CONCEALING AN INDIVIDUAL’S IDENTITY IN A PUBLIC PLACE

BE IT ENACTED by the County Legislature of the County of Nassau, as follows:

§1. **Short Title.** This law shall be known as the “ ” and shall appear in the Miscellaneous Laws of Nassau County as Title 91.

§2. **Legislative Intent.**

This Legislature finds that masks and facial coverings that are not worn for legitimate health and safety concerns or for religious or celebratory purposes are often used as a predicate to harassing, menacing or criminal behavior.

Therefore, the primary purpose of this law is to prohibit the wearing of masks or other facial covering in public unless such mask is worn for the purposes of protecting the wearer’s health or safety or for religious or celebratory purposes.

§3. **Prohibition on wearing of masks or facial coverings for the purposes of concealing an individual’s identity in public places.** No person or persons over 16 years of age shall, while wearing any mask or facial covering whereby the face or voice is disguised with the intent to conceal the identity of the wearer, enter, or appear upon or within any sidewalk, walkway, alley, street, road, highway or other public right-of-way or public property or private property without the consent of the owner or tenant. This law shall not apply to facial coverings worn to protect the health or safety of the wearer, for religious or cultural purposes, or for the peaceful celebration of a holiday or similar religious or cultural event for which masks or facial coverings are customarily worn. For each exception to this law, a law enforcement officer may require a person or persons to remove the mask during traffic stops or when the officer has reasonable suspicion of criminal activity and/or intention to partake in criminal activity.

§4. **Penalties.** Any person that violates any provision of this law shall be guilty of a misdemeanor punishable by a fine of not more than one thousand dollars or imprisonment of not more than one year, or both.

§5. **Severability:** If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership entity or circumstance directly involved in the controversy in which order or judgment shall be rendered.

§6. **SEQRA Determination**

It is hereby determined by the Nassau County Legislature, the lead agency, and pursuant to the provisions of the State Environmental Quality Review Act (“SEQRA”), 8 NYECL section 0101 et seq. and its implementing regulations, Part 617 of 6 NYCRR, and Section 1611 of the County Government Law of Nassau County, that this Local Law will not have a significant impact on the environment and that no further environmental review or action is required.

§7. **Effective Date:** This law shall take effect immediately after becoming a law.

Amendment in the Nature of a Substitution – Clerk Item #142-24

Introduced by: Legislator Mazi Melesa Pilip

Cosponsored by: Presiding Officer Howard J. Kopel, Deputy Presiding Officer Thomas McKevitt, Alternate Deputy Presiding Officer John R. Ferretti, Jr., and Legislators Patrick Mullaney, John J. Giuffré, Scott Strauss, Michael Giangregorio, C. William Gaylor, III, Rose Marie Walker, Samantha Goetz, and James Kennedy

LOCAL LAW NO. ____

A LOCAL LAW TO PROHIBIT THE USE OF A MASK OR FACIAL COVERING FOR THE PURPOSES OF CONCEALING AN INDIVIDUAL'S IDENTITY IN A PUBLIC PLACE

APPROVED AS TO FORM


Majority Counsel

BE IT ENACTED by the County Legislature of the County of Nassau, as follows:

§1. **Short Title.** This law shall be known as the “Mask Transparency Act” and shall appear in the Miscellaneous Laws of Nassau County as Title 90.

§2. **Legislative Intent.**

This Legislature finds that masks and facial coverings that are not worn for health and safety concerns or for religious or celebratory purposes are often used as a predicate to harassing, menacing or criminal behavior.

Therefore, the primary purpose of this law is to prohibit the wearing of masks or other facial covering in public unless such mask is worn for the purposes of protecting the wearer's health or safety or for religious or celebratory purposes.

§3. **Prohibition on wearing of masks or facial coverings for the purposes of concealing an individual's identity in public places.**

- a) No person or persons while wearing any mask or facial covering whereby the face or voice is disguised with the intent to conceal the identity of the wearer, enter, or appear upon or within any sidewalk, walkway, alley, street, road, highway or other public right-of-way or public property or private property without the consent of the owner or tenant. This law shall not apply to facial coverings worn to protect the health or safety of the wearer, for religious or cultural purposes, or for the peaceful celebration of a holiday or similar religious or cultural event for which the wearing of masks or facial coverings are customarily worn. A law enforcement officer may require a person or persons to remove the mask during traffic stops or when the officer has reasonable suspicion of criminal activity and/or intention to partake in criminal activity.
- b) The provisions of this section shall apply only if the person wearing the mask or facial covering:
1. remains or congregates in a public place with other persons so masked or disguised, or knowingly permits or aids persons so masked or disguised to congregate in a public place; or
 2. acts with the intent, by force or threat of force, to injure, intimidate, or interfere with any person because of the person's exercise of any right secured by federal, state, or local law or to intimidate such person or any other person or any class of persons from exercising any right secured by federal, state, or local law; or
 3. acts with the intent to intimidate, threaten, abuse, or harass any other person; or
 4. is engaged in conduct that could reasonably lead to the institution of a civil or criminal proceeding against her or him, with the intent of avoiding identification in such a proceeding.

§4. Penalties. Any person that violates any provision of this law shall be guilty of a misdemeanor punishable by a fine of not more than one thousand dollars or imprisonment of not more than one year, or both.

§5. Severability: If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership entity or circumstance directly involved in the controversy in which order or judgment shall be rendered.

§6. SEORA Determination

It is hereby determined by the Nassau County Legislature, the lead agency, and pursuant to the provisions of the State Environmental Quality Review Act ("SEORA"), 8 NYCRR section 0101 et seq. and its implementing regulations, Part 617 of 6 NYCRR, and Section

1611 of the County Government Law of Nassau County, that this Local Law will not have a significant impact on the environment and that no further environmental review or action is required.

§7. **Effective Date:** This law shall take effect immediately after becoming a law.


Amendment in the Nature of a Substitution – Clerk Item #142-24

Introduced by: Legislator Mazi Melesa Pilip

Cosponsored by: Presiding Officer Howard J. Kopel, Deputy Presiding Officer Thomas McKeivitt, Alternate Deputy Presiding Officer John R. Ferretti, Jr., and Legislators Patrick Mullaney, John J. Giuffré, Scott Strauss, Michael Giangregorio, C. William Gaylor, III, Rose Marie Walker, Samantha Goetz, and James Kennedy

LOCAL LAW NO. ____

A LOCAL LAW TO PROHIBIT THE USE OF A MASK OR FACIAL COVERING FOR THE PURPOSES OF CONCEALING AN INDIVIDUAL'S IDENTITY IN A PUBLIC PLACE

APPROVED AS TO FORM

Majority Counsel

BE IT ENACTED by the County Legislature of the County of Nassau, as follows:

§1. **Short Title.** This law shall be known as the “Mask Transparency Act” and shall appear in the Miscellaneous Laws of Nassau County as Title 90.

§2. **Legislative Intent.**

This Legislature finds that masks and facial coverings that are not worn for health and safety concerns or for religious or celebratory purposes are often used as a predicate to harassing, menacing or criminal behavior.

Therefore, the primary purpose of this law is to prohibit the wearing of masks or other facial covering in public unless such mask is worn for the purposes of protecting the wearer's health or safety or for religious or celebratory purposes.

§3. **Prohibition on wearing of masks or facial coverings for the purposes of concealing an individual's identity in public places.**

- a) No person or persons while wearing any mask or facial covering whereby the face or voice is disguised with the intent to conceal the identity of the wearer, enter, or appear upon or within any sidewalk, walkway, alley, street, road, highway or other public right-of-way or public property or private property without the consent of the owner or tenant. This law shall not apply to facial coverings worn to protect the health or safety of the wearer, for religious or cultural purposes, or for the peaceful celebration of a holiday or similar religious or cultural event for which the wearing of masks or facial coverings are customarily worn. A law enforcement officer may require a person or persons to remove the mask during traffic stops or when the officer has reasonable suspicion of criminal activity and/or intention to partake in criminal activity.
- b) The provisions of this section shall apply only if the person wearing the mask or facial covering:
 1. remains or congregates in a public place with other persons so masked or disguised, or knowingly permits or aids persons so masked or disguised to congregate in a public place; or
 2. acts with the intent, by force or threat of force, to injure, intimidate, or interfere with any person because of the person's exercise of any right secured by federal, state, or local law or to intimidate such person or any other person or any class of persons from exercising any right secured by federal, state, or local law; or
 3. acts with the intent to intimidate, threaten, abuse, or harass any other person; or
 4. is engaged in conduct that could reasonably lead to the institution of a civil or criminal proceeding against her or him, with the intent of avoiding identification in such a proceeding.

§4. **Penalties.** Any person that violates any provision of this law shall be guilty of a misdemeanor punishable by a fine of not more than one thousand dollars or imprisonment of not more than one year, or both.

§5. **Severability:** If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership entity or circumstance directly involved in the controversy in which order or judgment shall be rendered.

§6. **SEQRA Determination**

It is hereby determined by the Nassau County Legislature, the lead agency, and pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 NYECL section 0101 et seq. and its implementing regulations, Part 617 of 6 NYCRR, and Section

1611 of the County Government Law of Nassau County, that this Local Law will not have a significant impact on the environment and that no further environmental review or action is required.

§7. **Effective Date:** This law shall take effect immediately after becoming a law.

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NASSAU COUNTY LEGISLATURE
FULL LEGISLATURE MEETING

HOWARD J. KOPEL, PRESIDING OFFICER

County Executive and Legislative Building
1550 Franklin Avenue
Mineola, New York

Monday, August 5, 2024

1:31 p.m.

TAKEN BY: KAREN LORENZO, OFFICIAL COURT REPORTER

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LEGISLATOR HOWARD KOPEL

Presiding Officer

7th Legislative District

LEGISLATOR THOMAS MCKEVITT

Alternate Presiding Officer

13th Legislative District

LEGISLATOR JOHN FERRETTI, JR.

Alternate Deputy Presiding Officer

15th Legislative District

LEGISLATOR SCOTT DAVIS

1st Legislative District

LEGISLATOR SIELA BYNOE

2nd Legislative District

LEGISLATOR CARRIE SOLAGES

3rd Legislative District

LEGISLATOR PATRICK MULLANEY

4th Legislative District

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LEGISLATOR SETH KASLOW

5th Legislative District

LEGISLATOR DEBRA MULE

6th Legislative District

LEGISLATOR JOHN J. GIUFFRE

8th Legislative District

LEGISLATOR SCOTT STRAUSS

9th Legislative District

LEGISLATOR MAZI MELESA PILIP

10th Legislative District

DELIA DERIGGI-WHITTON

Minority Leader

11th Legislative District

LEGISLATOR MICHAEL GIANGREGORIO

12th Legislative District

LEGISLATOR C. WILLIAM GAYLOR, III

14th Legislative District

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LEGISLATOR ARNOLD W. DRUCKER

16th Legislative District

LEGISLATOR ROSE MARIE WALKER

17th Legislative District

LEGISLATOR SAMANTHA GOETZ

18th Legislative District

LEGISLATOR JAMES KENNEDY

19th Legislative District

MICHAEL PULITZER

Clerk of the Legislature

JAMES DARCY, ESQ.

Attorney for Clerk of the Legislature

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APPEARANCES:

Commissioner Patrick Ryder

Josh Meyer, Esq.

West Group Law

John Wagner, Esq.

Certilman Balin adler & Hyman, LLP

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PUBLIC COMMENT:

- Congressman Anthony D'Esposito
- Senator Patricia Canzoneri-Fitzpatrick
- Senator Jack Martins
- Senator Steve Rhoads
- Town Supervisor Jen DeSena
- Michael LiPetri
- Mayor William Hall
- Chuck Cutolo
- Dan Khan
- Chris Schneider
- Eileen Muntz
- Jennifer Ungar
- Susan Kaye
- Samuel Fried
- Mary Flanagan
- Ari Ackerman
- Rebecca Sassouni
- Abigal Badalov
- Kathleen Downes
- Stephanie Shamol
- Vanessa Tanian

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PUBLIC COMMENT:

- Michelle Aldoot
- Susan Gottlieb
- Melinda Tholer
- Philip Nolan
- Juie Lam
- EMily Mervosh
- Ronen Levy
- Angelique Corthias
- Claire Gunner
- Rebecca Goldaper
- Michal Richardson
- Jeremy Joseph
- David Wapner
- Daniel Norber
- Juliana Hedeman
- Susan Gottehrer
- Nicole Richards
- Gerry Friedlander
- Gerald R. Podlesat
- Yaffa Rabe
- Julie Sacks
- Sanford Rubenstein
- Kiaria Abbady

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PUBLIC COMMENT:

- Alina Neganova
- Jenna Atwell
- D'Anna Morgan
- Evette Startz
- Russ Adgern
- Ngozi Alston
- Kira Bryant
- Bridgette Jones
- Harry Burger
- Alison Devin
- Miranda Stinson
- Elyssa Stein
- Hazel Newlevant
- Stacy Klien
- Maya Panton Aronoff
- Serita Sargent
- Andrea Bolander
- Scott Stark
- Meta Mereday
- Monica Kiely
- Pearl Jacobs
- Steve Rolston
- Lynn Krug

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PUBLIC COMMENT:

- Karen Riordan
- Elizabeth Nabet
- Patty Harris
- Jeremy Joseph
- Barbara Kane
- Terry Coniglio
- Richard Catalano
- Chris Jacobs
- Ray Goger
- Carline Reimers
- Danyell Thillet
- Caprice Rines

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PRESIDING OFFICER KOPEL: Let's please take your seats. We're going to start out, as always, with the Pledge of Allegiance. And the Pledge of Allegiance today will be led by Legislator Patrick Mullaney, who is also a former marine corporal and lieutenant in the New York City Fire Department.

LEGISLATOR MULLANEY: Thank you, Presiding Officer. If everyone will please rise. Place your hand over your heart and join me.

(Whereupon, the Pledge of Allegiance is said.)

PRESIDING OFFICER KOPEL: Okay, everybody, welcome to the session of the County Legislature. I'm going to very briefly go over some of our procedures. We're going to start out every month with presentations of awards to our Top Cops, followed by some points of personal privilege. That, in turn, will be followed by one hour of public comment.

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One hour public comment where people can talk about whatever you want, limited to three minutes, except that we have some elected officials here today, and, we waive some rules for them. But generally speaking, we ask you all to limit your comments to three minutes and we time it. And we mean it because the comment period will be limited to one hour. After that--

(Whereupon, interruption
from audience.)

PRESIDING OFFICER KOPEL: If you let me finish, you'll hear the rest.

After that we go into our session part. As part of the session we're going to have hearings on the casino bill, what we call the casino bill, and for the mask bill. During that hearing, any one of you who wants to be heard will be heard. The same three minutes will apply. So nobody will be cut off. Everybody will get a chance.

Now, if there's anyone who needs to speak about something other than those

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matters that we're considering in the hearing, they will be heard as well at the end. But we're going to once again start off with the public comment.

Now Top Cops. So we start off with, the PBA honoring, well, why don't you come up and tell us.

MR. KALENDER: Good afternoon, Kris Kalender with CSEA. Presiding Officer, I'd like to say that's a very good way to segue into our presentation today, because today is the absolute definition of what teamwork amongst different groups, different units, do to provide the top notch service that these residents in Nassau County deserve.

So I'd like to start by introducing you to everybody. Our Nassau County Communications Bureau operator, Sandra Jimenez. She received a call for a 65 year old male who was complaining of chest pains after walking his dog. She immediately brought the call down to communications operators Patricia Collins

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2 and Gail Jameson, who coordinated and
3 dispatched the response. They dispatched
4 police medic Ben Celestin, Evan
5 Schatzberg, police medic coordinator
6 Scott DiPino, along with police officers
7 Andrew Viscusi, Michael O'Connell, Joe
8 Petrizio and Brett Maibach, who all
9 responded as soon as they got the call.

10 When they arrived, the police
11 officers, they noticed that his lips were
12 blue and that he didn't look well. They
13 gave the medics a step it up to make them
14 respond a little bit faster and
15 responsible. While they placed him on
16 oxygen, he became unresponsive and went
17 into cardiac arrest. They immediately
18 defibrillated him, which caused him to
19 regain consciousness again.

20 Police Medic Celestin, after
21 shocking him, began working on him along
22 with Police Medic Schatzberg. While they
23 were obtaining their EKG, yet again, his
24 heart stopped. The medics did shock him
25 again, and again, he woke back up. They

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established an IV. They continue to work on him by delivering oxygen for him. Once again, for the third time he again went unconscious. They hooked up a CPR machine and they shocked him again. This continued for quite a while.

They set up medications as far as helping his heart to get his heart restarted. And they did everything that we're taught to do in a proficient, expedited manner.

Ultimately, since everyone up here knows how we roll, we weren't going to stop. We brought them up to the hospital. On the way to the hospital, he woke up. He tried to take the tube off, the IVs off. We helped him out. We got him to the hospital. And now, because of the quick actions of our 911 operators, our police medics, our police officers, today I introduce you to Mr. Reggie Iverdi (phonetic).

(Whereupon, applause.)

MR. SHANAHAN: Good afternoon. James

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Shanahan, financial secretary of the PBA. So not to go through the entire dynamics of what went on, but to point out what Kris said about the teamwork, it's important for all of us to know that it's just not the police in the street. We have the best CB operators in the country, best medics in the country, and of course, hands down the best cops in the country. So yeah, how about a round of applause, everybody?

(Whereupon, applause.)

MR. SHANAHAN: Sounds like a heated room, so maybe I might do a few jokes to calm everyone down right now.

In all seriousness, it's amazing to have this gentleman standing next to us. Reggie is a AV pro, so if anybody here wants to book a party, Cloud Nine productions; top notch.

But more importantly, let me recognize my officers. Kris basically told everyone what they did, but, officer Brett Maibach, Michael O'Connell, first

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on scene. He did notice Reggie not looking well. His lips were blue. They put him on oxygen, rushed the ambulance. Officers, Andrew Viscusi and Joseph Petrizzo, were next on scene. And as Kris said, it was complete teamwork. Amazing thing to save this gentleman's life.

So God bless you and God bless the Nassau County Police Department from top to bottom.

COMMISSIONER RYDER: I'm going to be real short and just say thank you. Thank you. Because you heard defibrillators, you heard oxygen, you heard well trained police officers, well trained communications operators, phenomenal medics that get there. This is all because of what we get from this Legislative Body. Whenever we come forward with the request. The best trained cops, the best trained medics and the best trained CB operators in this case are always out there doing the job.

We've got a brand new facility that

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we train in. We got a brand new training village that were going to take training to the next level, which is not seen anywhere in this country, but it's about the service that we give back to our community. And that's what they did that day to keep this man alive. So again, we thank you for what you do for us and thank them for the great job that they do consistently day in and day out.

MEDIC DIPINO: Police Medic Coordinator Scott DiPino, I just wanted to personally thank this body and also Commissioner Ryder and his executive staff. A couple of years ago, I was up here and I tried to push with you guys to get the CPR machines out in the field to the ambulances and this Body, unanimously, with our great police commissioner and executive staff put them on every truck that we have. The amount of lives that they've saved, including this gentleman, they're probably in the hundreds at this point. So I can't thank

1
2 you guys enough for always having our
3 backs. And obviously the Commissioner is
4 a huge fan, so thank you very much.

5 OFFICER MAIBACH: So would you have.
6 I'll be brief. Say thank you to you guys
7 for the award and Nassau County
8 Legislature. Thank you to the
9 Commissioner for the nice words. Thank
10 you, the PBA. It's an honor to be here.
11 On behalf of all of us, it's an honor to
12 accept this award.

13 Just like to say a few things about
14 the guys on scene. Scott, Evan, Ben, It's
15 a privilege to work with you guys. I
16 truly believe that if we were in any
17 trouble, we know you guys would have our
18 back, and it's a privilege. It's a true
19 honor. Joe Petrizzo, you're the most
20 calm, cool, and collected guy I know.
21 Keep everything, professional and you
22 always keep us grounded. Drew, I think if
23 there's any cop you can ask anyone in the
24 department in the entire county, who
25 would you want on a big call? I think

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Drew V, unanimously would be number one.
And, Mike, I think your attention to
detail, second to none. I truly think
that if you weren't on scene for that
call, that Reggie wouldn't be here today.
Thank you.

PRESIDING OFFICER KOPEL: Mr.
Iverdi, would you care to say a few
words? You don't have to.

MR. IVERDI: Okay. I'm not good of
public speaking. The only thing I'm
going to say. I'm so grateful for these
guys, they saved my life. Thank you so
much.

PRESIDING OFFICER KOPEL: Mr. Verdi.
That was a perfect speech.

Legislator Goetz.

LEGISLATOR GOETZ: Mr. Iverdi, a
short speech is the best speech in this
line of business.

But on a serious note, I want to say
thank you to each and every one of you.
The first thing that stood out to me is
what everyone here acknowledged was

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teamwork. You each have a different role and altogether you are able to save this man's life. Public service comes in different forms, and often things like our Operators Bureau and Medics are unrecognized heroes. And we are just so grateful that you're all being recognized for the hard work that you do every single day, and the results that it leads to our community.

We have Mr. Iverdi here today thanks to all of your hard work, and we cannot be more grateful. So on behalf of the entire community, thank you for everything that you guys do day in and. Day out, because we cannot do it without you. You are the very best trained. And thank you very much.

PRESIDING OFFICER KOPEL: Legislator Walker.

LEGISLATOR WALKER: I too just want to thank each and every one of you who played a part in this. And I cannot thank you enough for what you do day in and day

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out. But I know the most important person that wants to thank you and is so thankful for each and every one of you, is Reggie. Reggie lives in Hicksville, just like I do. He's one of my wonderful constituents and was very close to school over there at Burns Avenue. And, he would not be here today if it wasn't for each and every one of you. So thank you, all. God bless and stay safe. And, Reggie. Thank you.

PRESIDING OFFICER KOPEL: Okay. I'll invite you all up for a quick. Photo, and then we'll move on.

(Whereupon, citation and photos.)

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PRESIDING OFFICER KOPEL: Thank.

Okay, now we have. Two points of personal privilege. We'll start off with Legislator Giuffre.

LEGISLATOR GIUFFRE: Thank you, Presiding Officer. So I'm sure many of you know about the dog that was abandoned on the Southern State Parkway. What you may not know is that one of my constituents rescued that dog. And so we are here to acknowledge him and honor him, for his act of kindness.

Today, we gather to honor a truly remarkable individual whose actions exemplify the very best of humanity. Ray Quinonez. Ray, where are you? Come on up Stand near the microphone.

(Whereupon, Mr. Quinonez steps up to podium.)

LEGISLATOR GIUFFRE: All right. Ray Quinonez, a dedicated employee of the Village of Garden City, shows us what it means to step up with compassion and courage in time of need. As he was on his

1
2 way to work early one morning last month,
3 he encountered a scene that no one should
4 ever have to witness. An English Mastiff
5 named -- You know the name? Roxy -- left
6 tied to a light pole on the Southern
7 State Parkway. Poor dog was bound to a
8 leash so short she could only stand or
9 sit And beside her a bowl of food and a
10 note. Her yelps for help were a desperate
11 call for rescue, and without any
12 hesitation, driving on the Southern State
13 Parkway, Ray pulled over and sprang into
14 action. He contacted the police, and he
15 made sure that Roxy received the help she
16 needed. His swift response and kind heart
17 led to Roxy being transported to the Town
18 of Hempstead Animal Shelter, being
19 examined by a veterinarian, and
20 ultimately being adopted by a wonderful
21 family from Aquebogue. So, Ray, God bless
22 you.

23 Just this past Thursday, the New
24 York State Police arrested the man that
25 is alleged to have abandoned Roxy. We

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have animal shelters all over the place in Nassau County. There's no reason to do that. Somebody has an animal that they can't care for. Please bring them to your local shelter. Do not abandon them to a death sentence.

So, Ray. You are, in three years, my first point of personal privilege. And it's an honor to be here. And would you like to say a few words?

MR. QUINONEZ: I just want to thank you so very much for this recognition. I greatly appreciate it. I'm just glad I was there for an innocent animal. Thank you.

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PRESIDING OFFICER KOPEL: Next we have Legislator Solages has a point of privilege.

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LEGISLATOR SOLAGES: Thank you very much. Good afternoon, everyone. I would like to bring forward one of my constituents when my youngest constituents, Mr. Devan DeFreitas, can you please come to the podium? Give this man a round of applause. You may have seen him before. This two year old, he recently performed on America's Got Talent and his remarkable performance was an inspiration for our whole world to see. I'm so proud that he is my constituent. And of course, a lot of credit goes to his father and his mother. His father is here. Please state your name, sir.

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MR. DEFREITAS: Dwayne DeFreitas.

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LEGISLATOR SOLAGES: Thank you so much for being here. We have a very busy agenda here today, but time is always important. And I wanted to take the time

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to thank you and to congratulate you for raising such a fine young man. Give this young man a round of applause.

(Whereupon, applause.)

LEGISLATOR SOLAGES: I would have liked for this audience to see his performance on America's Got Talent, but I'm sure you could look up his name and Google and see what a wonderful performance. And perhaps he may not comprehend this proclamation that he's going to receive. Perhaps in a couple of years you could share with him and let him know that his entire community is very proud of him. And we're very proud of his family. And we must do everything we can to support our young people because they are our future. And with him as our future. Our future is very bright.

I have to ask. Is there any song he could sing right now? Even Mary had a little lamb.

MR. DEFREITAS: Anything you want to sing? You are my sunshine.

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(Whereupon, sings "You are
my sunshine".)

LEGISLATOR SOLAGES: Thank you very
much. I think that's what we all needed
to hear today. Your son is a bright ray
of sunshine that we all need. And I'm
going to ask you to please continue to
nurture him and know that his entire
community is here to support him.

MR. DEFREITAS: Thank you very much
and congratulations. I appreciate it.

LEGISLATOR SOLAGES: Please check
out the footage on America's Got Talent.
You did a wonderful job.

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PRESIDING OFFICER KOPEL: Okay, now we go into a period of public comment and it's going to be hard to follow that act.

We're privileged to have with us today a number of elected public officials. And we're going to start off with our one hour of public comment that's going to terminate at 3:00, we're, as I said, going to start off with some public officials.

We have with us this afternoon, Congressman Anthony D'Esposito, who I will mention is a former New York City police detective and also my congressman.

CONGRESSMAN D'ESPOSITO: Thank you, Mr. Presiding Officer. Unfortunately, unlike the adorable young man that was up before me, I cannot sing. But I want to thank you for the opportunity to be here this afternoon to talk a few moments about the Mask Transparency Act.

From October 7th and obviously before then, not only this country, but our state and this county has seen a

1
2 startling rise in anti-Israel,
3 anti-America and hate-filled protests. We
4 have seen these protests firsthand. Not
5 only here in Nassau County, but in New
6 York City, in our nation's capital, most
7 recently, burning of American flags at
8 Union Station, and of course, the
9 absolute atrocities that have happened at
10 educational institutions throughout this
11 country.

12 You see, these protesters are bad
13 actors who have burned the American flag
14 while proudly brandishing Hamas and
15 Hezbollah banners, all while concealing
16 their identity with masks. It is vital
17 that these protesters remove the masks,
18 come out of the darkness and are shown in
19 light, which I believe will deter them --

20 (Whereupon, applause.)

21 CONGRESSMAN D'ESPOSITO: You see, Mr.
22 Presiding Officer, this bill is aimed at
23 bad actors and does not apply for
24 religious or cultural purposes, or for
25 those suffering from health ailments. The

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bill applies to gatherings of people, "protesting in public spaces, protesters whose sole intent is to promote hate speech, violence, intimidation and harassment". This bill is about stopping people who intend to do harm. They don't intend to do harm to just Republicans or just Democrats, but they intend to do harm to American people. It's not for the elderly. It's not for the sick. It's about violent thugs. This is about accountability. We all stand for free speech. We do not stand for hate speech.

(Whereupon, applause.)

CONGRESSMAN D'ESPOSITO: And perhaps, perhaps some in this room are not concerned about law and order, but many of us should be, because it is a threat to our democracy. And what we've seen here in places like New York and across the country, but specifically in places like New York, those rise in anti-Israel and pro hate attacks. Not only has the reporting gone up, but our

1
2 law enforcement professionals will tell
3 you that there are many hate acts and
4 violent anti-Semitism that goes
5 unreported because of the failed policies
6 that Democrats have instituted in New
7 York State with cashless bail And
8 criminal justice reform.

9 (Whereupon, applause.)

10 CONGRESSMAN D'ESPOSITO: Presiding
11 Officer, I have spoken to colleagues on
12 the floor of the House who represent
13 states throughout this great country, and
14 there has been legislation just like
15 this, successful in places like Florida,
16 Georgia, Louisiana, Michigan, North
17 Carolina and Virginia.

18 And lastly, I will say I want to
19 thank Legislator Pilip for her
20 leadership. And I will say to all of you
21 that are going to be hearing from many
22 today and eventually voting on this
23 legislation. It will be enforced by one
24 of the finest police departments in the
25 country.

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(Whereupon, applause.)

CONGRESSMAN D'ESPOSITO: So when you're casting your vote today. You're either casting your vote in favor of hateful thugs who want to cause harassment and intimidation; you're either voting in favor of something that will actually keep our community safe; or you're not only going to turn your back on the people of Nassau County, but you're going to question the trustworthiness of the men and women of law enforcement who will be enforcing it.

Mr. Presiding Officer, thank you for the time, and I yield back.

(Whereupon, applause.)

PRESIDING OFFICER KOPEL: Thank you, Congressman D'Esposito.

Next, we have New York State Senator Patricia Canzoneri-Fitzpatrick.

SENATOR CANZONERI-FITZPATRICK: Thank you, Mr. Presiding Officer. It is an honor for me to represent the five towns in the Ninth Senate District.

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2 It is incumbent upon all of us to
3 speak out in favor and in support of the
4 Mask Transparency Act that has been
5 introduced by Legislator Mazi Pilip.

6 (Whereupon, applause.)

7 SENATOR CANZONERI-FITPATRICK: It is
8 important that we be clear about what
9 this is and what this isn't. What this
10 is, is legislation to prevent masks and
11 facial coverings to be used to conceal a
12 person's identity because they know that
13 their acts are either violent, harassing,
14 intimidating, or being warned to commit a
15 crime. This does not apply to individuals
16 wearing a mask to protect their health,
17 and it does not apply to people wearing a
18 mask for religious or cultural purposes,
19 or for the peaceful celebration of their
20 holidays. This applies to gatherings of
21 people to protest in public spaces, and
22 we know what that means. Let's be clear.
23 It means protests whose sole intent is to
24 promote hate speech, violence,
25 intimidation, and harassment.

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We have seen the protests with Hamas flags, with terrorist headbands, terror organization pictures, the Final Solution posters and more. These protests have been violent and promote violence and call for the death and the slaughter of people. These are facts; this is not my opinion. This is about intent to do harm, so let's not play games. As was just stated, this is to protect all of us, not just our Jewish friends and neighbors. This is to protect everyone who wants to be out there.

My friend and colleague, Senator Steve Rhoads, has sponsored legislation at the state level, and I am a proud co-sponsor of that legislation.

(Whereupon, applause.)

SENATOR CANZONERI-FITZPATRICK: That Legislation will do similar to this mask bill, but unfortunately, due to one party control in Albany, it's likely that that bill will never come up for a vote. As a proud member of the Anti-Semitism Task

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2 Force that was started by my other
3 colleague, Senator Jack Martins, long
4 before the October 7th attacks, I feel it
5 necessary to speak out on this very
6 important bill and make sure that every
7 member of this Legislature understands
8 that it's in your power to do what is
9 right and to protect the residents of
10 Nassau County.

11 I, too, have faith in the Nassau
12 County Police that they will enforce this
13 bill in a very judicial manner and in a
14 way to protect our residents. We have to
15 trust our police and support them because
16 they are putting themselves on the line
17 to protect us.

18 (Whereupon, applause.)

19 SENATOR CANZONERI-FITZPATRICK: Some
20 people want to say that this is about
21 free speech, but it's not. As we all
22 learned, anybody that's gone to law
23 school, we know that you cannot scream
24 fire in a crowded movie theater. That is
25 not protected speech. And I submit to

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this board that this is what this is similar to. We cannot allow hateful speech to continue. And, therefore, I respectfully request that every legislator support this important bill.

And I thank you again, Mazi Pilip, for introducing this important legislation. Thank you for the opportunity.

PRESIDING OFFICER KOPEL: Thank you. Next we have Senator Jack Martins.

SENATOR MARTINS: Good afternoon, Mr. Presiding Officer, dear colleagues of our County Legislature, it's a privilege to be here with you, and I thank you for the opportunity to speak on a couple of issues.

One, I want to comment on our Nassau County Police Department, the wonderful job they do, and the fact that our crime rate here in Nassau County is what it is. You know, we had somebody from Western New York who spends a lot of time in Albany, our governor, come down to Nassau

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2 County just a few weeks ago and comment
3 about how crime is down. But that
4 statistic has nothing to do with what's
5 happening in Albany, has nothing to do
6 with those so-called Bail Reform issues,
7 Raise the Age, Clean Slate, or any other
8 initiative that has made law
9 enforcement's job harder each and every
10 day. It's because of you, the members of
11 this Legislature, our County Executive,
12 the resources they give our Police
13 Department and our Commissioner and his
14 leadership that our crime rate in Nassau
15 County is lower than it is a year ago
16 today. Through your efforts, not because
17 of what's done in Albany, and I salute
18 each and every one of you for your effort
19 in supporting our Police Department and
20 keeping our residents safe. That's what
21 this is about.

22 (Whereupon, applause.)

23 SENATOR MARTINS: So when we talk
24 about the Mask Transparency Act, let's
25 remember you can't take your license

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plate off your car and drive around. That license plate is there so you can be identified if you break the law. You can't drive around with your windows tinted to a point where you can't see inside, because you have to be able to observe those people who are driving in case someone breaks the law, that they can be held accountable.

This is about accountability. Make no mistake about it. This is about accountability and our ability to enforce the laws and our responsibility as policymakers to those residents that we have sworn to protect and to serve. Each and every one of us.

So this is nothing -- and please, let's try and not make this about politics. I will tell you this in Albany, as my colleague Senator Canzoneri-Fitzpatrick said, there's a bill. It has been there. It was introduced. It didn't move. It wouldn't be the first time that Nassau County is

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the tip of the spear in sending common sense in New York State and serves as an example for best practices. This is best practices. And we have the opportunity, Mr. Presiding Officer, and each and every one of you, to send that message loud and clear. We are going to keep people safe. We're going to prioritize the safety of our residents, whoever they may be, from wherever they may come. We're going to respect cultural differences, and we are going to do so in a way that prioritizes safety once and for all.

I urge you to support this bill. I hope, I hope, as I stand here that it's unanimous. I truly do, because I think that the residents of our great county deserve nothing less. Thank you very.

PRESIDING OFFICER KOPEL: Next we have the State Senator Steve Rhoads, by the way, our former colleague.

SENATOR RHOADS: Thank you, Mr. Presiding Officer. And it's good to be back. And I promise I'm not going to come

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on that side of the dais, I promise.

It is a tremendous honor to be here, one, to first of all, say thank you to each and every one of you. You know, you look at some of the policies that have come out of Albany: Cashless Bail, Criminal Justice Reform, Raise the Age Clean Slate Quality Act, and it seems as though with the Majority in the State Senate, State Assembly and with the Governor that we have that common sense is under attack in Albany. And I come here to thank each and every one of you as we talk about the Mask Transparency Act, to be, as Senator Martins said, the tip of the spear in bringing common sense back to New York State. Restoring confidence --

(Whereupon, applause.)

SENATOR RHOADS: Restoring confidence of the people in Nassau County, in their elected officials, and standing for public protection and what is right, as you have done during the

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time that I served here in creating the Office of Crime Victim Advocate, in fighting back the Defund the Police Movement, to ensure that we continue to have the amazing Nassau County Police Department that we have under the leadership of Pat Ryder, who continue to keep our people safe. This is just the latest example of Nassau County leading the way.

Because I'll tell you, up in Albany, they're not listening. Back in May, May 3rd, as a matter of fact, I joined my Assembly colleague, Mike Rielly from Staten Island, in restoring a law that was on the books in New York State for 175 years. That is New York's Mask Mandate, which during Covid, not only did the Governor try to suspend that bill, but the New York State Legislature, under one party rule in Albany actually repealed it. And we are seeing the effects today. We are seeing the effects play out on college campuses. We are

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2 seeing the effects play out in our
3 communities. And that is not an attack on
4 free speech. We want free speech to be
5 preserved. This is not an attempt to
6 quell public protests, but this is an
7 attempt to ensure that peaceful protest
8 remains peaceful. And we saw the opposite
9 play out on campuses right here in the
10 state of New York, all across our state;
11 most notably at Columbia University.

12 The events of October 7th were
13 horrific, just as horrific for what we
14 saw play out on those campuses. Just as
15 horrific was the fact that nothing was
16 done to stop it. For those of us who have
17 attended Holocaust memorials, for those
18 of us who have stood in solidarity to say
19 never again; never again is now. It is
20 time for us to take a stand against hate.

21 (Whereupon, applause.)

22 SENATOR RHOADS: That is a stand
23 that I would encourage the state
24 Assembly, the State Senate and our
25 Governor who called for on June 13th, who

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2 called for legislation to be passed to
3 the state level, and yet has done nothing
4 to bring the State Assembly and State
5 Senate back into session to pass
6 legislation that we introduced back in
7 May that would put this law back on the
8 books.

9 The bill that was introduced --

10 (Whereupon, interruption
11 from the public.)

12 PRESIDING OFFICER KOPEL: If
13 somebody here is going to be disrupting
14 the proceedings, we're going to ask one
15 of the nice officers in the back to help
16 escort you out. Please, we need some
17 decorum over here. Have some respect for
18 the senator. Let him finish.

19 SENATOR RHOADS: Thank you, Presiding
20 Officer, I appreciate it.

21 The bill was introduced by
22 Legislator Pilip is very similar to what
23 New York state law was up until a few
24 years ago. That bill that law that
25 existed for 175 years was passed in 1845.

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It was passed to fight the anti rent riots that were taking place by farmers who were disguising their identity and attacking police officers. That same legislation 100 years ago was used to quell people in hoods from terrorizing our African American community. That legislation, if it were still law, could have been used to quell, for example, what we saw on college campuses where peaceful protests turned into violence. It could have been used to stop what we saw at Hofstra University, not more than a few miles away from this chamber where six masked individuals actually shot two people attending a graduation ceremony.

This needs to stop. And I want to thank you, Legislator, Mazi Pilip, the members of the County Legislature's Majority who have co-sponsored this bill today. And I would encourage each of you to continue to be leaders and unanimously pass this legislation in support of common sense, in support of public

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safety, and to send a message to Albany that here in Nassau County, common sense and public safety continues to reign. They need to do their jobs up there and follow suit.

Thank you, Mr. Presiding Officer.

(Whereupon, applause.)

PRESIDING OFFICER KOPEL: Next we have Mayor William Hall.

MAYOR HALL: Good afternoon. I stand before you today to voice my strong opposition to the proposed Mask Transparency Act.

(Whereupon, applause.)

MAYOR HALL: While I understand the intention behind this legislation, it is to enhance public safety, I firmly believe that the unintended consequences far outweigh any potential benefits. This act has the potential to disproportionately impact our black and brown communities, and could lead to increased racial profiling.

My name is Wayne J. Hall, Sr.,

1
2 former mayor of the Incorporated Village
3 of Hempstead, and I am 77 years old, and
4 I am a black man who served as a combat
5 medic with the Company D, the 45th
6 Medical Battalion, Third Armored Division
7 from 1964 to 1966.

8 (Whereupon, applause.)

9 MAYOR HALL: Having faced numerous
10 challenges in my life, including a kidney
11 transplant, I am deeply concerned about
12 the implications of the Mask Transparency
13 Act. This legislation not only threatens
14 to infringe on the rights of our
15 communities, but also introduces a
16 potential for harm that could worsen
17 existing inequalities.

18 It is vital that we prioritize our
19 policies that force the inclusivity and
20 understanding, rather than those that
21 promote division and distrust.

22 Historically, laws targeting
23 concealment of identities, such as those
24 enacted against the KKK were intended to
25 address specific threats. However, our

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current context is vastly different. Implementing a law like this Mask Transparency Act today, risks becoming a tool for racial profiling. Black and brown individuals who already face this disproportionate scrutiny from law enforcement will be more likely to be stopped and questioned simply for wearing masks. This is not a hypothetical concern. It is reality that is backed by data. Studies have shown that similar policies in our jurisdiction have led to increase in racial bias stops, and we cannot afford to repeat these mistakes in Nassau County.

Another critical issue is the matter of health. As I explained to you before, I'm a kidney transplant recipient and I'm on a rejection medication, which makes me immunosuppressed. Covid 19 is still a significant threat, and mask wearing remains a necessary precaution in many situations. Individuals and health conditions that make them more vulnerable

1
2 to respiratory illness rely on masks for
3 their safety. How can we ask those
4 individuals to prove they need to wear
5 masks every time they're stopped? This is
6 an unreasonable and intrusive expectation
7 because there's a HIPAA Act.

8 Furthermore, the act does not
9 clearly define what constitutes a face
10 mask. In colder months, ski masks are
11 commonly worn for worn for warmth. Should
12 we penalize individuals for protecting
13 themselves from the cold?

14 We must also consider the broader
15 implications for public safety and
16 community trust. If residents feel that
17 they are more likely to be stopped and
18 questioned without cause, it will erode
19 trust in the law enforcement and civic
20 institutions. This trust is crucial for
21 maintaining public safety and community
22 cohesion. We cannot ignore the potential
23 for the act to morph into stop and frisk
24 situations. Individuals, especially
25 those from marginalized communities, are

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subjected to invasive and unwarranted stops. This is not the direction we should be.

While the goal of enhancing public safety is commendable. The Mask Transparency Act is not the solution. It just poses too many risks of racial profiling, health privacy violations, and the loss of community trust. So I am against it.

(Whereupon, applause.)

(Whereupon, public interruption.)

PRESIDING OFFICER KOPEL: Thank you. Now we have --

LEGISLATOR SOLAGES: Can you please ask people to respect some of the elected officials and speakers here, please? That was a personal attack upon elected official.

PRESIDING OFFICER KOPEL: Legislator Solages, you're correct and I would ask everybody to respect everyone here who is speaking, regardless of whether they

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agree with you or oppose you. Everyone's going to have a right to speak.

Former Assemblyman Michael LiPetri.

MR. LIPETRI: Thank you, Presiding Officer. Thank you to the Nassau County Legislature and the Republican Majority for spearheading this effort. Thank you, Legislator Pilip, for spearheading this Mask Transparency Act. It is crucial that I ask each and every one of you to vote in favor of this act.

Simply put, this bill exposes those who wish to espouse hate. This law provides exemptions which are in place for those who have health, religious or cultural excuse. However, however, cowards and those who wish to perpetuate hatred for Jews or commit crimes against our communities will be exposed from this bill.

(Whereupon, applause.)

MR. LIPETRI: They no longer can hide in the shadows, for this bill will be the light. Those who wish to keep

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their faces masked, seek to enjoy committing crimes with impunity. I saw it firsthand when I was at Columbia University a few months ago, supporting Israel and deterring hatred against the Jewish community. Bad actors who are concealing their identities empowered by New York State's bail reform laws, which made them feel strong that they could hide. This will not stand. This may be permitted in New York City, but not here in Nassau County. Not here in our home. That is about keeping our homes, our families, our children safe. Hate has no home in Nassau County. Hate has no home on Long Island. And surely hate has no home in the United States of America.

Republicans, Democrats, Independents, we must unite. We must repudiate hatred against Jews. We must stop enabling criminal behaviors. We must protect our communities. We must keep Nassau County safe. Law and order must prevail, and with this bill, it shall

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prevail.

Today we gather to restore common sense no matter what ideology you are, no matter what skin color you are, no matter what sexual orientation or sex you are. No matter what, this is about making sure our homes, our families, our children are indeed safe.

God bless you and thank you, everybody.

PRESIDING OFFICER KOPEL: Thank you.

Chuck Cutolo.

Mr. Pulitzer, I think we're done with the elected officials so we can start timing the three minute clocks.

MR. CUTOLO: My name is Chuck Cutolo. My address is 278 Asbury Avenue in Westbury. From 1996 through 1999, I was the Minority counsel for the Democrats on this Legislature, and from 2000 through 2001, I was the Majority counsel.

I'm here today to comment on the proposed local law relating to the

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2 wearing of mask or other facial coverings
3 in a public place. Specifically, I would
4 like to briefly focus on two phrases that
5 appear in section three of this
6 legislation. The first phrase is: "With
7 the intent to conceal the identity of the
8 wearer". The second phrase is: "Worn to
9 protect the health and safety of the
10 wearer or for religious or cultural
11 purposes". Nowhere in this legislation is
12 the police officer who has the
13 responsibility for enforcing this law
14 given guidance on how to deal with the
15 very practical situations related to
16 these two phrases that will arise and
17 enforcing it. So then what kind of on the
18 spot interrogation would be possible or
19 appropriate by the police officer to
20 determine the requisite intent?

21 Similarly, on what basis with a
22 police officer be permitted to dispute a
23 claim for one of the exemptions to this
24 prohibition. It isn't fair to put the
25 police officer in the position of making

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this determination without legislative guidance. Isn't the police officer being set up to either make an arbitrary or questionable determination, or to just ignore the law and thereby be accused of some kind of dereliction of duty?

I also noticed that the copy of the Legislation initially submitted, of course, that under Section 1, short title, there is a blank after the phrase "this law shall be known as the -- ". I suggest filling in the blank with these words: Unfair to Police Officers Act of 2024.

Let me conclude by saying this: I was among those who walked into the chamber along with the newly sworn in members on the very first day of this Legislature in 1996. I still remember the aspirations for the Legislature on that day. And it's within that context I ask that on this day, prior to being voted on by this Legislature, that a motion to table be made so that a crack in the

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doorway can be left open for even more thoughtful deliberation, and so that common sense (buzzer).

PRESIDING OFFICER KOPEL: Mr. Cutolo, three minutes. Everyone. Three minutes.

MR. CUTOLO: Yes, common sense has at least one last chance to peer into that crack, enter it and walk through it.

PRESIDING OFFICER KOPEL: Thank you. We have one more elected official. I did not see you. Sorry. We have Supervisor of the Town of North Hempstead, Jen DeSena.

SUPERVISOR DESENA: Good afternoon, Presiding officer, members of the Legislature. I want to thank county legislator Mazi Pilip for standing strong and brave and protecting our families.

I'm the North Hempstead town supervisor, and our residents are afraid. Their children are afraid. They're on college campuses, they're seeing hateful language, hateful signs, they're seeing

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violence; but nothing is being done. We have people arrested and released because there's no evidence, nothing to know their identity.

So this is about fairness. Why should our children have to face masked people harassing them, saying hateful things, becoming violent?

(Whereupon, applause.)

SUPERVISOR DESENA: That's not fair to our children, to any of us. This bill is not about people wearing a mask for their health. This is not about people wearing a mask for a cultural or religious ceremony. This is for people who are engaged in hate, harassment, violence, and sometimes crime, and that cannot stand. It's not safe for our residents. It's not safe for our families.

I'm very glad that you're considering this today. I hope this will be a bipartisan, unanimous bill, because this is about protecting our families,

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our children, all of us from hate,
violence, harassment and possibly crime.
Thank you very much.

(Whereupon, applause.)

PRESIDING OFFICER KOPEL: Abraham
Hamara.

MR. HAMARA: Thank you. Thank you
to the legislative chambers, the
honorable president. My name is Abraham
Hamara and we stand here to emphatically
support Mazi Pilip's Mask Transparency
Act.

I'm an attorney, but I'm also a
Jewish rights activist. You see, I went
to law school, and I find the law school.
I was asked the question, why do I want
to become an attorney? And in that
question, the way I responded was drawing
back on my experiences as a Jew born in
Damascus. And that's not Damascus,
Poland, it is Damascus, Syria. I was
displaced along with 850,000 to 1 million
Jewish refugees from our countries. Three
hundred billion dollars of our assets

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2 were completely taken away from us. We
3 came to the United States to seek refuge,
4 and we did. We didn't cry. I didn't ask
5 for any help. My father told me it is up
6 to me to work. I went to school and I
7 worked my -- off to come to where I am
8 today.

9 You see, unfortunately, the same
10 type of anti-Semitism, the same type of
11 anti-Zionist anti-Semitism that led to my
12 ethnic cleansing, that led to the ethnic
13 cleansing of my people, has followed us
14 to the place in which we sought refuge.
15 It has followed us to the United States.

16 (Whereupon, applause.)

17 MR. HAMAR: When I say never again,
18 it's personal and mean something to me.
19 Never again will I displace my family to
20 seek refuge in another place. But today I
21 ask myself this question: How can I send
22 my children to college? How can I send my
23 children who want to represent themselves
24 as proud Jews onto the streets to stand
25 up with a Magen David. Why should I

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2 remain in this country? How could it seek
3 refuge when it's allowing these type of
4 protests covered as social justice
5 protests? There is nothing social justice
6 about these protests. You see these
7 individuals, these individuals put on
8 masks to cover their face, not because of
9 Covid. The encampments on college
10 campuses, there was no six feet, people
11 didn't wear masks. There was no station
12 to wash your hands. Health concerns
13 weren't the reason. Now there is an
14 exemption to health concerns on this bill
15 there. This bill is 100% constitutional.
16 These people cannot remain to be masked
17 up while terrorizing our lives here in
18 the United States again.

19 (Whereupon, applause.)

20 MR. HAMAR: I will end with this:
21 Justice Brennan in the Supreme Court case
22 clarified the clear and present dangers.
23 And the test we use today is the Imminent
24 Lawlessness Action. The Constitution
25 guarantees free speech, and free press,

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does not permit the State to prohibit or prescribe our advocacy or use of force of law, except when the advocacy is directed to incite or producing imminent lawless action, and is likely to incite/produce action and define a revolution. Abu Bedoya Habib of Tel Aviv, which means Abu Beda, our beloved strike, strike Tel Aviv. They are chanting genocidal slogans covering their faces and masks. We face Arab supremacy in Syria. We refuse to face this adaptation of white supremacy. Just like the KKK covered their face. These Arabs on premises are now covering their face.

(Whereupon, applause.)

PRESIDING OFFICER KOPEL: Dan Khan.

MR. KHAN: Good afternoon, everyone. My name is Dan Khan. I'm a disabled U.S. Army veteran. I served on active duty for a number of years.

(Whereupon, applause.)

MR. KHAN: Thank you. I currently serve as the deputy director for a Muslim

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nonprofit, the Muslim American Leadership Alliance. And when this bill came across my desk and I was asked to review it, I was like, hey, nothing about this is Islamophobic. Nothing about this promotes any type of agenda. This is to keep our community safe. This is to keep people accountable. I want protesters who are pro-Palestine to be safe because among them, people are hijacking and using them for an agenda to promote violence and bigotry and hatred. And that's everything that we're against. That's everything Americans are against. And I know that when you vote yes, you're going to be keeping my family safe. You're going to be keeping me safe. You're going to be keeping my kids safe. I'm going to be able to walk down the street, go to the mall, whatever I do in Mineola and Long Island, I'm going to be safe. I'm going to be protected. And if people do come and attack, they're going to be held accountable as they should be.

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And I think any reasonable person, knows that if you're immunocompromised, you should be wearing a mask and no one is against making people not wear masks because of their health. It's completely about crime and accountability. If you are immunocompromised and you rob a gas station, then you probably are going to get arrested. But not because you wore a mask to protect your health, but because you robbed a gas station. It's about preventing crime, keeping people accountable, and we should be wearing masks if we don't want to get sick.

If you're in a protest, if you're not breaking the law, your First Amendment rights are protected. The First Amendment is extremely important. It is one of the basis of our Constitution that protects us and helps keep our elected officials, our police officers, everybody accountable. And we need to protect the First Amendment. But striking this bill down, voting against it is not doing

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that.

I hope that you vote yes. I hope that when you go home and you look at your kids, you look at your spouse, know that they're safer. When you see an old lady crossing the street, know that you're helping keeping your community safe because you voted yes.

Stop terrorists now. Stop them in your tracks.

(Whereupon, applause.)

MR. KHAN: It is up to you to do the right thing. This isn't about left or right or Democrat or Republican. This is about doing the right thing. And this bill absolutely helps everybody. And if you haven't read it, please give it a read because it is very straightforward. Thank you.

PRESIDING OFFICER KOPEL: Chris Schneider.

MR. SCHNEIDER: Thank you very much, Mr. Presiding Officer. Appreciate the opportunity to speak to you today. My

1
2 name is Chris Schneider. I am the vice
3 president of the Wantagh-Seaford
4 Homeowners Association, and I am here on
5 behalf of our board to express our
6 support for the Mask Transparency Act,
7 sponsored by Legislator Pilip.

8 As a community organization, we
9 believe in free speech and public safety.
10 Both are critical to our communities.
11 People should be able to express
12 themselves peacefully and express their
13 opinions peacefully. But when that
14 expression turns violent and endangers
15 the safety of others, government has a
16 responsibility to act and protect us.
17 We've seen masked protesters wearing
18 clothing or holding signs promoting
19 terrorist organizations, intimidating,
20 harassing members of the Jewish community
21 and in some cases, advocating or engaging
22 in violence against them. That's not
23 peaceful protest. That's inciting hate.
24 No one should live in fear of being
25 targeted simply because of who they are.

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Sadly, that's happening right now.

Wearing a mask for health or religious or cultural reasons is entirely appropriate. And this legislation recognizes that and people will still be able to do so as they can now. Wearing it to conceal your identity while engaging in hate, violence or anti-Semitism is not constitutionally protected free speech. It's a threat to public safety, and it must be stopped.

So we thank Legislator Pilip for introducing this legislation, and we urge the members of the County Legislature to pass it to help our wonderful Police Department protect our communities and stop those who believe they can disrupt, spread hate and commit violence against others.

Thank you very much.

PRESIDING OFFICER KOPEL: Eileen Muntz.

(Whereupon, no response.)

PRESIDING OFFICER KOPEL: Juli

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Grey-Owens.

MS. GREY-OWENS: Good afternoon. My name is Juli Grey-Owens and I'm the executive director for Gender Equality New York. Our organization advocates for transgender, gender, nonbinary and intersex New Yorkers, and we do this work by providing crucial training and education to government agencies, law enforcement, educational institutions, healthcare facilities, and places of worship. I have personally provided training to Nassau County Department of Social Services, the Nassau Police Academy, Hofstra University, Molloy College, Adelphi University, and countless churches in Nassau County.

During this past legislative meetings that dealt with the transgender athletic ban, we saw a significant lack of understanding about our community. Even those legislators who stepped up to support our community were in many cases confused and used wrong or outdated

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terminology. The gender expansive community that we advocate for faces an immense problem, as most people do not have a basic understanding of our community and the issues that we face. Along with the lack of factual knowledge, there is a significant amount of misinformation and outright lies that impacts the acceptance of our community. To rectify this issue, I plan to attend this Legislature's future monthly meetings and provide training and information to the members of this Body, their staff, and members of the audience during the three minute public comments.

So let's begin. And the best place to begin is that the birth of a baby. When a baby is delivered, the doctor or nurse examines the baby's genitals and assigns a sex. In most cases, either male or female. This sex assignment is important because from that moment on, it will be used on all legal documents for that person unless it's legally changed.

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2 If that person grows up and finds that
3 that sex designation given at birth
4 matches their internal sense of self,
5 they are called cisgender. Importantly,
6 that personal sense of self is defined as
7 your gender identity. Although I don't
8 know what's in each of your hearts,
9 statistically speaking, most if not all
10 of the County Legislators are cisgender
11 because you probably have an internal
12 sense of self -- again, your gender
13 identity -- that matches the sex
14 designation you were given at birth.

15 Please note that I said,
16 statistically speaking, because experts
17 believe that cisgender people constitute
18 the majority of the world's population,
19 estimating at 99.4% of the population.
20 And to be clear, being cisgender has
21 nothing to do with sexual orientation. It
22 simply means that your personal identity,
23 also known as your gender identity,
24 matches the designation given at birth.

25 However, not everyone's gender

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identity aligns with their sex assigned at birth. These individuals are known as transgender. In my next appearance before the Legislature, I will discuss this community in greater detail.

Thank you for your attention.

PRESIDING OFFICER KOPEL: Corinne Leat.

MS. UNGER: Good afternoon, and thank you for the opportunity to speak here before you today. My name is Leat Corinne Rubin Unger, and I am the relative of Omer Shem Tow who is currently being held captive in Gaza For 304 days.

(Whereupon, applause.)

MS. UNGER: For 304 days since October 7th, I have been advocating and fighting for his release, along with hundreds of others, other hostages of various faiths and various nationalities. I, of course, have been attending private meetings pushing for his release, and also have been attending rallies and

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protests on a weekly basis.

I am grateful for the opportunity to safely protest and advance my voice, and then use my voice for those whose voices aren't being silenced right now. I am grateful for having my speech protected and taking advantage of the core values of this democratic country. But every time I go out to a protest, I encounter anti-American and anti-Israel radical terrorist supporters who cover their faces and cover their bodies in the exact same manner that the violent terrorists who kidnaped Omer covered their faces on that day. And they do this not for medical reasons and not for religious reasons, but for one simple reason: To avoid accountability.

(Whereupon, applause.)

MS. UNGER: Let me repeat that. Just as the terrorists who kidnaped 250 innocent human beings were masked and hid their faces, so did the protesters in New York and around the country on college

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and university campuses hide their cowardly faces.

Last week, the Prime Minister of Israel came to address Congress in DC. I went to protest in DC, not against Israel's existence and not against any particular group, but in support of life, for 115 human beings that remain captive in Gaza. Yet, I and my fellow protesters were arrested for wearing a shirt. I didn't protest violently. I only protested wearing a shirt that supported life. The police arrested me, and they did so because they could safely do so. We need to help our officers evade lawlessness so they can safely do their job as well.

(Whereupon, applause.)

MS. UNGER: Again, I am not against protesting. I believe in freedom of speech, but I am against a lack of accountability. I am against a lack of consequences. If anyone wants to call for the genocide or spread hate, they should

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have that right because they live in the United States of America. But they must have their faces shown so that if they cross a red line, they can be held accountable.

PRESIDING OFFICER KOPEL: Mary Carter Flanagan.

(Whereupon, no verbal response.)

PRESIDING OFFICER KOPEL: Susan Kaye.

MS. KAYE: I am from "Say no to the Casino". I am against this casino. It will do nothing for Nassau County. And I am demanding that Sands pack their stuff up and leave Nassau County. Take your damn casino, go to the top of Saks Fifth Avenue where belongs; Citi Field. It does not belong in Nassau County.

We have one of the highest rates of cancer in this state. At the end of January this year, I lost my sister to leukemia. There is not a trace of leukemia in my family. I myself did

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genetic testing. We have so much pollution going on, that's what probably caused it. And we need this casino with the rate of heavy traffic?

Our water system. We have another thing of high rate of breast cancer. Take a look at our water system. It's from all the DDT and PVC that was used in the '50s and '60s. Probably part of it is from Grumman, and we need a casino? This is actually a joke. This is one of Blakeman's things. He's shoving this casino down out throats because his brother works for Sands.

And I will say this again: Sands, take your casino. Go to the top of Saks Fifth Avenue, go to Citi Field; not in Nassau County. We could do a lot of better things with the land. I have talked about this a million times. How about teaming up with Hofstra and Northwell and building a legit allied health school.

In Nassau County -- I should say all

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of Long Island, we only have two legit Dental Assistant School, BOCES and Stony Brook. The rest of these are phony baloney for profits.

The Hempstead Works had a job training program. I was interested in an EKG. What did they have? A phony baloney, for profit school.

I am saying all you legislators vote no on the casino. There was only one person who voted no the last time was Delia Dewicky (sic). Vote with your heart, not with your money in your pocket.

Thank you.

PRESIDING OFFICER KOPEL: Sam Fried.

MR. FRIED: Good afternoon to the Presiding Officer and to the Board. My name is Samuel Fried. I'm a First Sergeant, IDF paratrooper -- -

(Whereupon, applause.)

MR. FRIED: Who served for two months in Gaza during the war and five months overall during the war.

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The Mask Transparency Act proposed by Legislator Mazi Pilip is about two things and two things only: Accountability and safety. Let's not pretend it's about anything else.

Since coming back from Gaza, I've attempted to have brokered peace through conversations. In one instance, I went to City College, in which I'm an alumni and try to have conversations at the encampment. I was restrained by a group of masked individuals who would not let me move in any direction. When I turned to the police officer standing by to ask them why they're not doing anything and if these people will be reprimanded, I quote, the police officer said to me, "it is too difficult to identify all the students because they were wearing masks".

In another instance, I spoke at an interfaith event in Boise, Idaho, two months ago. Before the event, four masked individuals tried to break in to the only

1
2 Orthodox Jewish synagogue in Boise. After
3 that, they attempted to lynch me at my
4 hotel, unsuccessfully. These four
5 individuals are still at large because
6 they have not been identified, because
7 they were wearing masks at the hotel that
8 I was at. Unbelievable. We have been
9 threatened. We have been physically
10 assaulted. And these violent actors have
11 been able to simply walk freely on the
12 streets because they are unable to be
13 identified. We cannot let thugs take over
14 our city, our country and our
15 universities, and by not stopping these
16 masked thugs immediately, we encourage
17 their actions.

18 The buck has to stop here. If we
19 don't do something now and force
20 accountability, this problem will only
21 get worse. As a Jew, I feel targeted. But
22 as an American, more importantly, I feel
23 defenseless when we can't appropriately
24 identify and stop these bullies from
25 calling for our murder, using

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intimidation tactics to facing national monuments and burning the same flag, the American flag that so many heroes give their lives to defend under the guise of a mask.

(Whereupon, applause.)

MR. FRIED: In closing, In closing, I ask you one question: Do you support America or do you support terrorism? Please. Please consider that we pass the vote today. Thank you very much for your time.

PRESIDING OFFICER KOPEL: Is Mayor Flanagan back in the room yet?

MAYOR FLANAGAN: Good afternoon. Thank you for this opportunity to be heard. I'm Mary Carter Flanagan, the Mayor of the Village of Garden City, and I'm standing before you again on the issue of the casino proposal.

I urge you to not move this project forward by approving any lease agreement today. I think we all know what it is. It's not about protecting the County or

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keeping people's jobs. It's the first step towards a project that would be horrible for Nassau County. And I ask you to think long and hard about what you're doing. The Village of Garden City, we have, all eight members of the board of trustees voted on a unanimous resolution opposing the casino. I'll be submitting a copy of that again, as well as our written comments on the environmental issues that are signed by all eight members.

Why are we so adamantly and unequivocally opposed to this casino project? Our community and the communities all over Nassau County. We do not need more crime and we know it will bring more crime.

We don't need more DWI fatalities, which it will bring.

We don't need more addiction in Nassau County, which it will surely bring.

We don't need the pollution that

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will come with this project. Nor do we need the traffic that will come with this project.

One thing that struck me, and I think other officials, is when a Sands executive and in a moment of candor admitted to us that they're not expecting tourists. Now, I was at the first presentation here and they said quite the contrary. It was going to be people would come from all over to this destination, Nassau County. I didn't believe it then. I don't believe it now. And none of you should believe it either.

I also thought it was interesting when they were asked why Nassau County? They like the demographics. So what's coming here is horrible for Nassau County and your elected officials. You're in a position to stop it. And I beg you to consider doing that today.

I will just read briefly the unanimous resolution, last one from the Board of Trustees:

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Whereas, the Board has received considerable input from residents across the village in opposition to the development of a casino at the Nassau hub site; and

Whereas, the serious security issues that surround casinos are well known, including DWI, prostitution, drugs, human sex trafficking, compulsive gambling, and, moreover, severely negative impact in our village road roadways; and

Whereas, the Board urges the Nassau County Legislature and the Nassau County IDA to actively seek out development ideas which will enhance our communities; and

Now, therefore, be it resolved, that the Board, on behalf of the residents of Garden City, is adamantly opposed to a casino with the Nassau Hub site.

So, please, consider what you're doing today and rethink it.

PRESIDING OFFICER KOPEL: Ari Ackerman.

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MR. ACKERMAN: Thank you so much for having me today. I'm Ari Ackerman. A loud and proud American Jewish activist. And I will also say a happy birthday to Ariel Beavis, whose picture you have right there, whose held in Gaza captive for 304 days, five years old.

I want to say clearly, for the record, I support Legislator Pilip's Mask Transparency bill today.

Come on, let's be clear, this bill is about common sense. In most cases, individuals who wear a mask at protests are not afraid of Covid. They are not for religious or cultural purposes. But this bill does make those exceptions. But the mask at protests in large part, are to conceal their identity in order to harass and intimidate, and in large part spew Jewish hatred and anti-Israel rhetoric.

The masks are being used outside the Nova Exhibition, a memorial to the massacre that took place at the peaceful music festival. They're being used at

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Columbia University to break into and take over buildings and consequently, because of the mask, not get prosecuted.

I love the analogy earlier that you can't drive without a recognized license plate. These rallies where masks are so prevalent, have flags of American designated terrorist organizations, pictures of terrorist leaders, and they burn American flags. These are not activists; they are antagonists. These are the facts.

This bill is not only a Jewish issue. This bill was brought and originally formulated to protect the black community against the KKK and eliminated during Covid. We trust our amazing cops who can tell right from wrong about why a mask is being worn, and arrest those who are using the lack of this law to harass and intimidate.

Please do the right thing. Vote yes today. Thank you, Mazi, for standing tall. God bless America. Am yisral chai.

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Bring them home now.

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PRESIDING OFFICER KOPEL: We're going to now move into our calendar. It'll be a short one, by the way, so don't worry. And after that, we'll return to some of these items that are controversial.

(Whereupon, public interruption.)

PRESIDING OFFICER KOPEL: I heard you. And my answer is you don't say here you're for it or against it. Most of these things, I just call them in the order that I got them. And every single person who wants to speak on the mask bill for or against will be given a chance to do so when we have the hearing in just a few minutes.

Mr. Pulitzer, please go ahead and call the roll.

CLERK PULITZER: Thank you, Presiding Officer. Deputy Presiding Officer Thomas McKevitt?

LEGISLATOR MCKEVITT: Here.

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CLERK PULITZER: Alternate Deputy
Presiding Officer John Ferretti?

LEGISLATOR FERRETTI: Here.

CLERK PULITZER: Alternate Minority
Leader Siela Bynoe?

LEGISLATOR BYNOE: Here.

CLERK PULITZER: Legislator Carrie
A. Solages?

LEGISLATOR SOLAGES: Here.

CLERK PULITZER: Legislator Debra
Mule?

LEGISLATOR MULE: Here.

CLERK PULITZER: Legislator C. See
William Gaylor, III?

LEGISLATOR GAYLOR: Present.

CLERK PULITZER: Legislator John
Giuffre?

LEGISLATOR GIUFFRE: Here.

CLERK PULITZER: Legislator Mazi
Pilip?

LEGISLATOR PILIP: Here.

CLERK PULITZER: Legislator Scott
Davis?

LEGISLATOR DAVIS: Present.

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CLERK PULITZER: Legislator James Kennedy?

LEGISLATOR KENNEDY: Here.

CLERK PULITZER: Legislator Patrick Mullaney?

LEGISLATOR MULLANEY: Here.

CLERK PULITZER: Legislator Seth Koslow?

LEGISLATOR KOSLOW: Present.

CLERK PULITZER: Legislator Scott Strauss?

LEGISLATOR STRAUSS: Present.

CLERK PULITZER: Deputy Minority Leader Arnold Drucker?

LEGISLATOR DRUCKER: Here.

CLERK PULITZER: Legislator Rosemarie Walker?

LEGISLATOR WALKER: Here.

CLERK PULITZER: Legislator Samantha Goetz?

LEGISLATOR GOETZ: Here.

CLERK PULITZER: Legislator Michael Giangregorio?

LEGISLATOR GIANGREGORIO: Here.

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CLERK PULITZER: Thank you. Minority
Leader DeRiggi-Whitton?

MINORITY LEADER DERIGGI-WHITTON:
Here.

CLERK PULITZER: Presiding Officer
Howard Kopel?

PRESIDING OFFICER KOPEL: Here.

CLERK PULITZER: We have a quorum,
sir.

PRESIDING OFFICER KOPEL: Thank you.
Okay.

We have a motion to suspend the
Rules by Alternate Presiding Officer
Ferretti, and seconded by Legislator
Koslow.

All those in favor of suspending the
Rules, please say, "Aye".

(Whereupon, all members of
the Full Legislature respond in
favor with, "Aye".)

PRESIDING OFFICER KOPEL: Any
opposed?

(Whereupon, no verbal
response.)

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PRESIDING OFFICER KOPEL: The Rules are suspended. We have a number of consent items. These are items which have gone through Committees, and the Majority and Minority have discussed them and have agreed that no further debate or discussion is required.

And I'll call them now:

Item five, Ordinance 30; Item six, Ordinance 31; Item seven, Ordinance 32; Item eight, Ordinance 33; Item nine, Ordinance 34; Item 10, Ordinance 35; Item 11, Resolution 99; Item 12, Resolution 100, Item 13, Resolution 101; Item 14, Resolution 102; Item 15, Resolution 103; Item 16, Resolution 104; Item 17, Resolution 105; Item 19, Resolution 107, Item 20, Resolution 108; Item 21, Resolution 109; Item 22, Resolution 110; Item 23, Resolution 111; Item 24, Resolution 112; Item 25, Resolution 113; Item 26, Resolution 114; Item 27, Resolution 115; Item 28, Resolution 116; Item 29, Resolution 117; Item 30,

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Resolution 118; Item 32, Resolution 120;
Item 33, Resolution 121; Item 34,
Resolution 122; Item 35, Resolution 123
and Item 36, Resolution 124. Motion by
Legislator Davis, seconded by Legislator
Kennedy.

All those in favor of those items,
please say, "Aye."

(Whereupon, all members of
the Full Legislature respond in
favor with, "Aye".)

PRESIDING OFFICER KOPEL: Any
opposed?

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Those
items passed unanimously.

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PRESIDING OFFICER KOPEL: Next is Resolution 106, which is a resolution authorizing the County Attorney to compromise and settle the claims of plaintiff and the action of Beechwood Benedict Merrick, LLC versus County of Nassau. Legislator McKevitt is recusing himself from voting on this item and not participating in debate or discussion.

(Whereupon, Legislator McKevitt exits Chambers and is not a part of this vote.)

PRESIDING OFFICER KOPEL: Motion on this item by Legislator Pilip and seconded by Legislator Bynoe.

All those in favor of Resolution 106, please say, "Aye."

(Whereupon, all members of the Full Legislature respond in favor with, "Aye".)

PRESIDING OFFICER KOPEL: Any opposed?

(Whereupon, no verbal response.)

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PRESIDING OFFICER KOPEL: That item
is unanimous.

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PRESIDING OFFICER KOPEL: Resolution 125 authorizes the County Assessor and/or Treasurer and/or Receiver of Taxes to correct erroneous assessments of real properties in various school districts.

Once again Legislator McKeivitt is recusing himself on this item, not participating in debate, discussion or vote.

(Whereupon, Legislator McKeivitt is not present in chambers.)

PRESIDING OFFICER KOPEL: Motion on this item by Legislator Walker, seconded by Legislator Drucker.

All those in favor of Resolution 125, please say, "Aye."

(Whereupon, all members of the Full Legislature respond in favor with, "Aye".)

PRESIDING OFFICER KOPEL: Any opposed?

(Whereupon, no verbal response.)

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PRESIDING OFFICER KOPEL: That item
is unanimous.

Would somebody invite Deputy
Presiding Officer McKevitt back?

(Whereupon, Legislator
McKevitt returns to chambers.)

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PRESIDING OFFICER KOPEL: Resolution 119 ratifies a Memorandum of Agreement making amendments to the Collective Bargaining Agreement between the County of Nassau and Nassau Community College, and the Adjunct Faculty Association of Nassau Community College.

We have a motion On that by Legislator Giangregorio and seconded by Minority Leader DeRiggi-Whitton.

Anyone here from the Administration?

MR. GROSS: Good afternoon. John Gross, counsel to the College.

You have before you a negotiated agreement between the Adjunct Faculty Association, a very important organization for the instruction of students of the college. About 50% of the courses are taught by adjunct faculty.

The agreement is for a three year period. This bargaining unit does not have incremental movement, so whatever percentage was agreed to is all there is in terms of compensation package. It's 3%

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for the first two years and 2.75% for the balance of the term of the contract.

There are other provisions that are administrative in nature.

The MOA, creates a committee for study of seniority issues and some other questions that were not fully resolved at the bargaining table. But as often occurs in labor relations, committees are established to continue the study during the term of the contract.

Another provision, there is some minor payment for accumulated sick leave at the point of retirement. The amendment was put in the contract that anybody terminated for cause for misconduct will not be granted that benefits. And we created another benefit, a college business day where members of this unit who typically teach 1 or 2 courses a semester will be given a college business days for attendance and continuing education programs and professional meetings.

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This was very appropriate professional negotiations. There was no major disputes between the parties other than compensation, and we reached these numbers. The amount of money that is appropriated that will be necessary for appropriation appears in the college budget.

So, respectfully, on behalf of the College, and typically I don't say things on behalf of AFA, but on behalf of the AFA, the union, we would ask that this be approved.

PRESIDING OFFICER KOPEL: Thank you, Mr. Gross.

Legislator Drucker.

LEGISLATOR DRUCKER: John, nice to see you.

I'd like to commend you and your counterpart on the AFA for hammering out this agreement. I proudly served on the Board of Trustees for four years, and I remember how dedicated and what a service the adjunct faculty provided to the

1
2 students of the college and what they
3 continue to do today. They are the
4 lifeblood of the student body and their
5 education. Without them, the College
6 would be in serious trouble, so it is
7 welcome. And I do remember how difficult
8 collective bargaining sessions were and
9 continue to be. So again, I want to
10 commend you and your team and the
11 Administration and the AFA for hammering
12 out this agreement, which is going to
13 serve the student body very well for the
14 next three years. So thanks again.

15 MR. GROSS: Thank you.

16 PRESIDING OFFICER KOPEL: Any other
17 questions of the Legislators?

18 (Whereupon, no verbal
19 response.)

20 PRESIDING OFFICER KOPEL: Okay.

21 MR. GRAY: Mr. Presiding officer,
22 how are you?

23 Kenneth Gray from the law firm of
24 Bee, Ready, Fishbein, Hatter and Donovan,
25 outside labor counsel to the County. As

1
2 you were aware, the AFA members are with
3 the County and the Community College are
4 joint employers in this case. So I just
5 want to point out that there will be no
6 impact on the County's budget concerning
7 this Memorandum of Agreement. The College
8 has calculated the cost of this three
9 year MOA and all salary costs and
10 fundings for the agreement come from the
11 College's budgeted funds for contractual
12 increases. If there are any questions.
13 Thank you very much.

14 PRESIDING OFFICER KOPEL: Okay.
15 Thank you. Apparently, there are none.

16 All those in favor of those items,
17 please say, "Aye."

18 (Whereupon, all members of
19 the Full Legislature respond in
20 favor with, "Aye".)

21 PRESIDING OFFICER KOPEL: Any
22 opposed?

23 (Whereupon, no verbal
24 response.)

25 PRESIDING OFFICER KOPEL: The item

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is unanimous.

MR. KORNBLUTH: I'm sorry I take up your time, but I just wanted to thank you.

My name is Jerry Kornbluth. I am the Vice President For Community and Governmental Relations and spokesperson at Nassau Community College. On behalf of the Administration, I'd like to thank you for your support. And just to reiterate what Legislator Drucker said, it was a difficult negotiation, but the two sides came together and at the end of the day, they worked it out. And that's the way collective bargaining should be done. So thank you for your support and I appreciate that.

PRESIDING OFFICER KOPEL: Thank you, Jerry.

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PRESIDING OFFICER KOPEL: We are going to do a hearing on a local law to prohibit the use of a mask or facial covering for the purpose of concealing an individual's identity in a public place.

Motion to open this hearing is made by Legislator Pilip and seconded by Legislator Giuffre.

All those in favor of opening the hearing, please say, "Aye."

(Whereupon, all members of the Full Legislature respond in favor with, "Aye".)

PRESIDING OFFICER KOPEL: Any opposed?

(Whereupon, no verbal response.)

PRESIDING OFFICER KOPEL: The hearing is opened.

On Monday, July 15th, the Public Safety Rules Committee debated and discussed and received testimony regarding the proposed Mask Transparency Law introduced in response to the sharp

1
2 uptick in anti-Semitic incidents often
3 perpetrated by those in masks since
4 October 7th, 2023.

5 This local law prohibited the use of
6 masks or other facial coverings, which
7 were worn with the intent to conceal
8 identity in a public place, with
9 exceptions for health and safety,
10 religious or cultural purposes, or
11 peaceful celebrations of holidays.

12 Minority and members of the public
13 raise concerns regarding the application
14 of the proposed local law and enforcement
15 and police training. In response, staff
16 members for the Majority and Minority
17 met. Amendment was filed which limits the
18 application of the mask ban to the
19 following masked individuals:

20 1. Those who remain or congregate in
21 a public place with other masked,
22 disguised persons. In other words, not
23 just a single person, but a group of
24 people.

25 2. Those who intend by force or

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threat of force to injure, intimidate, or interfere with a person's exercise of a right.

3. Those who act with intent to intimidate, threaten, abuse, or harass another person.

4. Those who are engaged in conduct which could reasonably lead to the institution of a civil or criminal proceeding with the intent of avoiding identification in the preceding.

The exceptions to the local law for health, safety, religious, cultural purposes for celebrations and holidays, they still remain in place. We have those exceptions and those people who are wearing for those purposes under this proposed law can continue to wear a mask when they need to. In other words, no one's going to be stopped because you're wearing a mask because you're immunocompromised or the like.

The application of this law is very narrow and addresses specific concerns.

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Before I get to the Commissioner, let me let me just say that this is not an attack on people of any type or sort or any religion or any anything whatsoever. This is merely something that is being instituted as a public safety measure.

As was stated by one of the commentators, one of the state senators, this was the law in New York State for what was it 175 years. This was the law in New York State up until 2019. In 2018, if you walked around with a mask, a police officer would come over and say, don't. Covid came, the State Legislature revoked that law. Similar type laws have been passed in other states. It has been vetted through the courts and they have been found to be constitutional.

So with that, I am going to invite Commissioner.

(Whereupon, off record discussion.)

PRESIDING OFFICER KOPEL:

Commissioner, just a moment. We're going

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to have a statement from Legislator
Pilip.

LEGISLATOR PILIP: Thank you,
Presiding Officer.

First of all, I would like to thank
all the elected officials and all the
people who are here to support the Mask
Transparency Act. I'm grateful to have
Police Commissioner Patrick Ryder here
today to help discuss the proposed Mask
Transparency Act.

Before we call the Commissioner, I
want to offer a statement on what I hope
this bill will accomplish and add some
context to the amendment we will offer.

This legislation was written for one
simple purpose: To keep our residents
safe. Some have asked me why this bill is
so important. My simple answer is this, I
am sick and tired of people being
harassed, intimidated, attacked,
physically hurt, and feeling unsafe. I
have been to CUNY, Columbia, local high
schools, community meetings, rallies in

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Great Neck, Eisenhower Park, Oyster Bay, Syosett, Plainview, and more. I have heard the people speak loudly and clearly; they want this done.

In 2020, in order to stop the spread of the Covid 19 virus, New York State repealed the section of law that made it a crime for groups of people to wear a mask in public. However, after the Covid emergency had passed, the State took no action to craft legislation that would be both protective of the public health as well as protective of the public safety. So because the State has not done their job, we will do it here in Nassau County and take the lead.

On October 7th and the weeks afterward, I have been speaking to groups, synagogues and schools about about hate. Why? Because hate incidents in New York state skyrocketed. Jewish people all over New York state were subject to the physical and verbal assault. Many times the thugs were

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cowards hiding their faces behind mask at protest and march. In the audience today I see some friends who have been assaulted or personally impacted. I thank you for your courage and being here and sharing your stories.

We also know that criminals wear masks to conceal their identity when they commit crimes: Shoplifters, drug dealers, even those people that steal packages from doorways will wear masks to prevent themselves from being identified.

The law which we are to consider today was based in large part on this state of Virginia mask statute. Virginia's statute was originally enacted in the 1950s to prevent members of the KKK from wearing masks and hoods to further their racist and hateful activism. Several other states have similar laws, including Florida, Georgia, Louisiana, North Carolina and, until 2020, New York State. These laws have been upheld in federal court when

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challenged.

To be absolutely clear, this law does not apply to those that wear masks to protect themselves or others from a transmissible disease, or for other health or safety purposes. The law does not apply to those that wear facial coverings for religious purposes, or to celebrate holidays or cultural events.

As our amendment makes clear, this law will apply to those that would gather with other masked people, just like the law was in New York State prior to 2020. It will apply to those that would intentionally harass, threaten, or intimidate another person, or is engaged in conduct that can get them harassed.

Also, we added this additional condition to enforcement based on the public comment we received at the Committee and conversation with our colleague, Legislator Davis. This new language was based in part on Florida's anti masking statute.

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2 Again, Commissioner Ryder, thank you
3 for being here. I would like to thank
4 some very special people who come here
5 today who will speak shortly. And thank
6 you for all the fight you are doing
7 against any form of hate.

8 Today we will take a strong step
9 forward. Working with our police, this
10 law will make a difference. With that, I
11 turn the floor back to the Presiding
12 Officer. Thank you.

13 PRESIDING OFFICER KOPEL: Minority
14 Leader DeRiggi-Whitton.

15 MINORITY LEADER DERIGGI-WHITTON:
16 Thank you, Presiding Officer.

17 I want to make it very clear that
18 everyone up here does not want anyone or
19 any resident of Nassau County to ever
20 feel threatened or not secure in our
21 neighborhoods. That is our number one
22 priority. And we do have an excellent
23 police force that ensures that.

24 However, if we are going to do a
25 bill, I just want to go over a couple

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2 things because we've had so many bills
3 that have been submitted, especially by
4 this Administration, only to get thrown
5 out and overturned. And why spend and
6 waste taxpayer money on us trying to
7 defend a bill that will not hold up
8 constitutionally? And I've had this bill
9 reviewed. We've all had it reviewed. And
10 honestly, there's a number of flaws that
11 we think we can resolve and work
12 together.

13 Yes, Legislator Davis and Legislator
14 Pilip met and they had a good meeting.
15 But that wasn't the agreement. The
16 agreement was for our legal staff to meet
17 with your legal staff. It's on the
18 record. It was actually even cited in
19 *Newsday*. That never happened; we would
20 still like to do that. The reason being a
21 number of things which are going to sound
22 very detailed and I'm sorry to bore some
23 of you if this is what you're going to
24 find, but they're important.

25 First of all, the prior law on New

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York state books had this in place, but it was a violation. This law now is saying it's going to be a misdemeanor, meaning if a police officer sees someone with a mask and perceives their intent to be questionable and nefarious, they could be sentenced to up to a year in jail. What you have to understand is the penal law, the criminal law does not allow for that. You cannot be arrested on perceived intent. It's not me that makes the law, but that is the criminal law. I cannot perceive what someone is going to do. You can't leave it up to me or any of these police officers to decide a perceived intent. If someone is committing a crime, okay. But if it's a perceived intent, it's not enough to convict someone of a misdemeanor. The violation we would have been okay with, not a misdemeanor. A misdemeanor is a year in jail for perception. So that is one reason.

There's a number of other questions

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as to whether or not -- even their bill doesn't even describe what a mask is. And so that is going to throw it out just on that. So there's some changes that have to be made.

We agree with the intent, but it's a poorly written bill. It was never given -- I'm sure, I asked, I tried to find out what criminal judge or attorneys helped them. I didn't get an answer. There wasn't any. So rather than rush through this right now and submit a bill I can guarantee you is going to be overturned and thrown out and make us look like like we don't know what we're doing once again; why do that? Why not just stop for a minute. Let's meet and let's hash it out. I have some people that are experts and are volunteering to help us. They're past criminal judges in Nassau County. They will come and meet with us. We have other people that were prior attorneys here with the County that will meet with us. Again, submitting this bill is just

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going to look foolish when it's sent back to us and rejected. And I think the bottom line is we want to do this; we want to do it right.

PRESIDING OFFICER KOPEL: Legislator Drucker.

LEGISLATOR DRUCKER: Thank you, Presiding Officer. I'd like to start off by commending Legislator Pilip and your co-sponsors for this bill. We support -- every single one of us here on our side, understands and recognizes the need for legislation to combat this form of activity. Cowardice. Harassment. Anti-Semitism. I'm a Jew and I have been exposed to anti-Semitism my entire life. It's not something that you learn to live with, but you coexist with it. But then October 7th happened, and October 7th changed everything. No one was more repulsed, disgusted, angered, frustrated by what we saw on the college campuses throughout this country. It was deplorable and it frustrated the heck out

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of me and a lot of others, I'm sure, recognizing that we need to do something. But I am also an attorney, but that's kind of irrelevant. I believe in our fundamental freedoms, and I'm always concerned about trampling on the rights, our First Amendment rights, our constitutional rights of citizens who are not contemplating or attempting to do criminal acts, but may be lumped into a category because they're attending something that they did not understand.

What we do not want to do ever is draft and craft legislation with a broad paintbrush. That is always a dangerous way to do things. You need to use a fine brush and you have to take the time. When this bill was first presented to us -- and again, we support the notion of anti-mask bill. We support it -- But when this bill was first presented and we saw and we expressed when we were before committee, we expressed our concerns, and we pointed out the flaws in this law that

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2 were obvious to us, and it should have
3 been obvious to everybody. If you just
4 simply extract the emotion out of it and
5 look at the bill exactly the way
6 legislators and lawyers and judges have
7 to look at it and will look at it -- and
8 we proposed changes. The amendments that
9 the Majority put forth, in my opinion,
10 actually made things worse. They
11 substituted language that again looked to
12 be more vague, more obtrusive, more open
13 for interpretation. And what it does is
14 it puts our police officers, our valiant,
15 brave, unsurpassed police officers in
16 this county in a very dangerous,
17 difficult position. More dangerous than
18 what they have already. They're now going
19 to be asked to confront people in the
20 effort to enforce this law. And now
21 they're going to be perhaps embroiled in
22 confrontations with people that they
23 didn't have to be involved in.

24 So we proposed an alternative law.
25 We filed it this morning, and we're

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hoping that the Majority will give it some consideration. We spoke before session, and it seems that the Majority is not willing to do that.

You know, I find rather ironic and hypocritical that some of our state representatives who appear before us today talk about how frustrated they are with one party rule up in Albany. Well, you know what, folks? We have one party rule here in Nassau County because we filed a bill that we think complements Legislator Pilip's bill; complements it, confines it, makes it more narrow, targets it. But you know what? They won't even consider it. All we're asking for is an opportunity to sit down and try to meet and come up with a compromise that satisfies what everyone's trying to attain here, but they won't do that. So that's what I find ironic, because in effect, we have one party rule here in Nassau County.

So there are a lot of concerns here.

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I just want to reiterate that this caucus supports the notion that anti-mask legislation is needed, but we can't do it with a broad paintbrush, which is what this bill does.

PRESIDING OFFICER KOPEL: Legislator Ferretti.

LEGISLATOR FERRETTI: Thank you, Presiding Officer.

There's a lot to respond to. We have a process in Nassau County. When a bill is written, we have Committees, which we had in this case, we had discussion, we had debate. And in this instance we had suggestions from the Minority. Well, we took those suggestions. We worked with Minority members, and we made amendments based mostly on the suggestions made by the Minority. So let's be clear, the bill that we will be voting on today is a bipartisan bill. Members of the Minority worked with the Republican Majority to make amendments to the bill.

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(Whereupon, off the record
comments.)

LEGISLATOR FERRETTI: Please, let me
let me speak.

Legislator Drucker just referred to
legislation that was filed today. Today,
just an hour before this meeting began.

(Whereupon, off the record
comments.)

LEGISLATOR FERRETTI: Please let me
speak.

PRESIDING OFFICER KOPEL: One at a
time, everybody. One at a time, please.

LEGISLATOR FERRETTI: Just an hour
before this meeting began. So we haven't
had time to review it. I did read it
quickly, but to do an in-depth review
that it deserves, we haven't had that
time.

That being said, with a quick
review, we talk about legality. My
understanding is that that bill changes
the class of felony that a person would
be charged with if they commit a crime

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with a mask. Just to be clear, if we talk about legal authority, I'm not sure where the basis for that legal authority for this Body is. Just from a cursory review.

So when you talk about the bill that's actually before us that was not filed today at 12:00, this was the law. This was the law before 2020. This mask proposal has been litigated before. The idea that it's illegal is simply not the case. Yes, of course we have a right to the First Amendment freedom of speech, of course. But we do not have a right to make that speech with a mask on. That's been litigated.

(Whereupon, off the record comments.)

LEGISLATOR FERRETTI: Now, I know you're going to continue to go back and forth. We can't go back and forth. I'm just I'm just telling you it's been litigated. The highest court of the land has ruled in favor of it.

Now, we've heard common sense talked

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about; we've heard that phrase a lot today. There are clear exceptions in this bill. Clear exceptions for those who want to wear masks for their health and safety, for religious purposes. Those protections are in there. So there's really, in my opinion, there should be no concern of anything changing. We have the best police department in the country. They will be given the training needed to to enforce this legislation. And again, this is something that we work together on and should be supported by every member of this Legislature.

Thank you.

PRESIDING OFFICER KOPEL: Okay, I'm going to turn the floor over to Legislator Koslow. But before I do, I just want to point out that I haven't personally had a chance to review the new bill that that the Minority has submitted. We're not ignoring it. We're going to look at it. We will look at it. We will, if necessary, submit it to the

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County Attorney for an opinion as to whether or not we have certain powers to do certain things, and if necessary, we can come back and make amendments to any bill that we pass. But there's no reason that we shouldn't pass this today.

Legislator Koslow.

LEGISLATOR KOSLOW: Thank you, Presiding Officer.

(Whereupon, interruption from the audience.)

PRESIDING OFFICER KOPEL: I'm going to ask the audience, we know that this is a very emotional and very important issue, but please refrain from demonstrations. It just delays things. And, we'd like to have an orderly proceeding. Thank you.

Legislator Koslow.

LEGISLATOR KOSLOW: I was going to hold off and wait till we get into the specifics with Commissioner Ryder. But Legislator Ferretti, there are two things that you completely mischaracterized

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2 here, and I want to make sure that
3 everyone's clear that you were
4 mischaracterizing the fact that this is
5 what you call a bipartisan resolution. We
6 made suggestions. We didn't go back and
7 forth. There was very limited
8 conversation. There was no conversation
9 between our legal teams. It was just the
10 proposal that you brought forth with some
11 modifications. Those modifications were
12 not run by us. We did not agree to them.
13 This is by no means about partizan
14 resolution.

15 That being said, we are actually all
16 in agreement that we need to do something
17 here. This is the one time that I've seen
18 in the last eight months on this dais
19 that we all agree that we have to do
20 something, but we as a Legislature, for
21 some reason, will not work together. And
22 that's the biggest problem I've seen so
23 far. We can resolve this, but we won't
24 meet and discuss it. We're prepared to
25 do it. We are all in agreement that

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something has to happen here. Okay. We can reach bipartism on this. We can have a resolution that we can all agree on. This is not just because a couple of our Minority Caucus members in Committee gave you some feedback. That's the first mischaracterization.

The second mischaracterization, which I think is unfair and misleading to this public right here, is that this law was on the books; it certainly was not. It was not an independent law. It was a part of the loitering statute. It was a subsection of the loitering statute that was taken out. It was about one tenth of the length of this one, and it did not result in a criminal conviction, but it did result in a violation, which is up to 15 days in jail and a \$250 fine. Still punishable under law, but not something that is such an aggressive response to theoretically, nothing happening. So the fact that you think this is the same law that was on the books is disingenuous and

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misleading. And I think we have to clarify that.

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Now at this point, Mr. Presiding Officer, based on what you said before and the fact that you're willing to give our proposed resolution or legislation some consideration, I'm making a motion to table this current legislation that we're voting on so that we can actually have a bipartisan discussion and resolve this the right way.

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LEGISLATOR DRUCKER: I second the motion.

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(Whereupon, applause.)

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PRESIDING OFFICER KOPEL: We need quiet here so that we can move this along. We've got a lot of work to do here. There's no debate on a motion to table. So I'm just going to call for a vote. Actually, no, we're not voting on the item. You can make your motion to table when we get to the vote on the item. I'm reminded that this is a hearing.

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LEGISLATOR KOSLOW: That's fine.

PRESIDING OFFICER KOPEL: I'm also reminded of an ancient saying that, that there's a lot of work to do, and the day is short and we're not required to finish everything and make it perfect, but we're not excused from making a start. And I think that's what we need to do here. Let's make a start and let's get this on the book so that we have something. If we need to make amendments to it, we will go ahead and do that in the future.

Legislator Ferretti was mentioned in in the last speaker's comments --

(Whereupon, interruption from the public.)

PRESIDING OFFICER KOPEL: Please sit down. Ma'am, this is your second time. This is your second time here up front. I do not recognize you. And I am going to have to ask for you to be escorted our if you disrupt the proceedings. Please have a seat. Every single person who wants to speak on the mask bill will be given --

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(Whereupon, continued
interruption.)

PRESIDING OFFICER KOPEL: Officer,
you want to help this lady, she seems to
be stuck here.

We're not going to tolerate people
who are trying to disrupt our
proceedings. Will not be tolerated.

Legislator Ferretti.

LEGISLATOR FERRETTI: Thank you,
Presiding Officer. Just for clarification
purposes, my point is there was a form of
mask legislation in place in New York
State for over a century. In addition to
that, in addition to that, there's
currently forms of mask legislation on
the books today. Ironically, in a
municipality where one of the speakers
today, a former elected official governed
over, I'm referring to the Village of
Hempstead, where there is currently
legislation in the village code which
restricts mask wearing. So again, I'm not
critical of that legislation in the

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Village Code. But let's be clear, this type of legislation existed for over a century. It exists today and people are wearing masks and not being arrested. That's my point. And the mask wearing has been litigated in the Supreme Court. Thank you.

PRESIDING OFFICER KOPEL: Legislator Pilip.

LEGISLATOR PILIP: Unfortunately, this side of the aisle, you guys play politics. Pure politics. We introduced this bill. I had a conversation with two of you, and I saw the email. And how come the bill that was there to protect the African-American? Okay, until 2020, all of a sudden, when it's come to the Jewish people, no. We can't touch it. How come? It is -- absolutely. What you have done the last ten months to protect the Jewish people?

(Whereupon, applause.)

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(Whereupon, audience
applause overcomes

Legislator Pilip; inaudible.)

LEGISLATOR PILIP: Just to let you
know what they're offering has nothing to
do with our bill. They don't even care
about our bill. It's not going to protect
the Jewish community. Therefore, I'm not
going to support your bill, and this is a
bill that's going to pass today. Thank
you.

PRESIDING OFFICER KOPEL: Legislator
Mule.

LEGISLATOR MULE: I've never been so
insulted on this dais. I've never been so
insulted. I'm shocked. Beyond shocked.
We have said clearly that we are for
absolutely for the intent of this bill.
We support it 100%. We're just saying
let's work together. Let's really work
together, not just with one legislator
who came on his own, wasn't speaking for
the entire caucus. Let's work together.
This doesn't have to be passed today.

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It's important. Let's do it right. Let's be collegial. Let's behave appropriately. Thank you.

PRESIDING OFFICER KOPEL: Legislator Davis.

LEGISLATOR DAVIS: Yes. Thank you. Good afternoon, everyone.

I just want to thank all of you for coming here today and expressing your concerns. And I just want to take this opportunity to frame out exactly what this issue is so there's nothing left to guess.

Everyone in this Legislature, all the legislators here, we all stand against hate. My name is Scott Davis. My mother's name was Delia Glassman. My grandmother's name was Pearl Glassman. I have history going back to Eastern Europe myself. And I'm certainly sensitive to anti-Semitism and all the issues that surround it. That's really not what this issue is about.

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(Whereupon, interruption
from the audience.)

LEGISLATOR DAVIS: What we are here
today to do is to make a law that can be
enforced in an equitable fashion. We want
to prevent any of this law to be used --
we don't want anyone to use a mask --

(Whereupon, interruption
from the audience.)

PRESIDING OFFICER KOPEL: Please,
everyone, listen here. If we have loud
demonstrations, if we don't have order,
we're going to have to clear the room. We
want to hear your opinion. We want to
hear it in an orderly fashion at the
proper time. If we're going to have
shouting, we're going to clear the room
and you're not going to get a chance. So
those of you who are disrupting the
proceedings, think about that. You're
going to prevent other people from
speaking. You're going to prevent us from
hearing all of your opinions. Allow us to
do our work. We will do the right thing,

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as everyone on this dais sees the right.
Allow us to do our work and refrain from
demonstrations.

Legislator Davis, continue, please.

LEGISLATOR DAVIS: Thank you. So we
wish for this law to prevent those intent
on committing criminal acts to use masks
as a way to conceal one's identity and
avoid criminal liability; we want that.
We also want clarity in enforcement,
which eliminates confusion and inequity
in enforcement. We also stand for the
idea that there are consequences that
follow from violating this law.

In fact, our proposed law is more
severe than the one that's on the dais
right now. Our proposed law provides a
bright line where if an individual is
engaged in any form of criminal activity
and they are wearing a mask to conceal
their identity, their potential sentence
is enhanced. Their category of a crime is
increased. So we stand for that. We just
want to make sure that we do it right.

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A surgeon doesn't do surgery with a sledgehammer. They do it with a scalpel. They do it carefully after studying the situation and doing it right. And that's all that we want to do. We want to make sure that we don't cast a net and prevent what, in Leat's own words, are legitimate protesting. You heard it from her, and I agree with her. But there is a line where that can't be crossed, and when it is, those who cross it should pay for it. We stand for that idea as well.

And so all we're asking is very simple, for us to have a further conversation about this and let's get it right. And just to clarify my conversation, when this bill was or proposed law was brought before the Rules Committee, I expressed concern about it to the point that I did reach out to Legislator Pilip; I did. And there was an amendment that was filed predicated in part on my conversation with you was one telephone conversation for about 15

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minutes. There was no back and forth. There was no further conversation. We as a Legislature have never sat in the room together at a table and had a back and forth. I suggest that we have a moment right now. We have a moment where we can provide protection in a way that is constitutionally sound. All we need to do is get together, sit down and get it done.

PRESIDING OFFICER KOPEL: Thank you. And I would respond that we're going to -- the Majority -- we intend to pass this today; we will pass this today. And we will we will look at the legislation that you have proposed. We will do that. We just got it. We will look at it. And if it strengthens this bill as you say you want to do, we will go ahead and amend it. We want to make it stronger.

Anyway, Legislator Feretti.

LEGISLATOR FERRETTI: Legislator Davis, just just based on your comments. As I understand it and correct me if I'm

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wrong, the legislation that the Minority, filed today, would increase the penalty for those who committed a crime wearing a mask; am I hearing that correct?

LEGISLATOR DAVIS: Correct.

LEGISLATOR FERRETTI: All right. So I think that's a main difference between the two bills. The bill filed today by the Minority may increase penalties for those already victimized by the crime. Our bill seeks to prevent a victim from ever occurring.

LEGISLATOR DAVIS: And that is a problem because --

(Whereupon, crosstalk.)

LEGISLATOR DAVIS: Let me just finish, please. In order to prevent some thing from happening --

PRESIDING OFFICER KOPEL: I need everyone to speak only when you recognize. No back and forth without being recognized. Also, remember that there is some closed captioning going on, and also the words can't be transcribed.

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If everyone is talking at once, the record can't be kept and we just won't have a record and no one will be heard. So one at a time, I will let everyone speak. I promise. You won't be shut out. Now it's Legislator Ferretti's turn. You will get your turn again next.

LEGISLATOR FERRETTI: Preventing hate is never a problem. That's what we're trying to do is prevent victimization. Prevent having to deal with the victims, not deal with it after the fact. And that is not a problem. That's what we're trying to prevent.

LEGISLATOR DAVIS: What you're suggesting is mind reading. That doesn't withstand constitutional muster. Our proposed legislation merely says that once you step over that line between protected speech, now is a problem and it will be an enhancement based on wearing of a mask to conceal your identity. What you're suggesting is being proactive and reading somebody's mind. That is not the

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law. That is not how the law works.

PRESIDING OFFICER KOPEL: Okay. I'm going to invite Police Commissioner Patrick Ryder.

By the way, Legislator Davis, I think what we're trying to say is we're going to look at yours, and if it's better, we don't want to let the perfect be the enemy of good. This is good. Yours might be better, but we're not going to let the perfect be the enemy of the good.

Anyway, Commissioner, please.

COMMISSIONER RYDER: Yes, sir. So I'm here on behalf of the Administration to ask the questions and any concerns that you may have regarding the Mask Bill.

PRESIDING OFFICER KOPEL: Yes. Tell us, can the police officers be trained properly so that they are able to discern which people need to be cautioned or arrested if it comes to that?

COMMISSIONER RYDER: So obviously,

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this thing's gone in a lot of different directions. If you remember, during the George Floyd protests being over 300 protests here in Nassau County, not one act of violence, not one criminal mischief, and not one arrest. We were respectful to the protesters as they went about to exercise their First Amendment. There'll be no change regarding that going forward when it comes to a protest, except for we do know that we are probably approaching the most violent political season that we've ever seen, at least in my lifetime. The intelligence has shown us that, the acts that we have seen at college campuses throughout the country, and we will probably see again come this fall season. We try to stay ahead of that. We try to stay respectful. We try to make sure that we are enforcing the laws. But when there is a kid throwing rocks at us that's hiding behind a mask, we cannot act on that. If we go into that crowd, we escalate that and

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then it gets worse.

We try and we do very well at it to remain that professional police department that respects the public loyalty, integrity, fairness and excellence. That is what is preached to every single recruit, not just to each other, but to the people in the community that we serve. To serve is a great honor that my cops have upon them. To do it right is -- it's demanded of them to be respectful.

So can we effectively enforce the law? The answer is yes. Can we use that law to to help us when in situations? Yes. During George Floyd there was a few, and I said it very carefully, a few very violent people in those crowds. We knew if we went in there, it would get worse. They pushed the young kids in front. They pushed the kids that were there to exercise that First Amendment, and then they threw the bottles from over the top. That's what happens in these situations.

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And they hide behind a mask that we cannot identify. In a normal way of what we would do, we would look into that crowd. We'd have video in that scenario, we go back later and make that arrest. But without that, we can't do that if the face is covered up.

I get it, and I get both sides of the argument, and you know I do. And we are truly respectful of our communities. We don't write laws, but we enforce them. And in almost all the situations that we currently have seen in the current protests, over 100 protests, no problems; no problems.

We are the safest county in America for the last several years. I am down another 15% in crime. I have good quality of life in a great place, and our County Executive and the Legislative Body supports it. But to continue to do that, you have to think forward and you have to think outside the box. This will not be a tool that will be used to abuse kids in

1
2 our community. It will not. But it will
3 be a tool that will help protect my
4 officers when they're doing their job to
5 protect you.

6 (Whereupon, applause.)

7 PRESIDING OFFICER KOPEL: If a cop
8 sees someone wearing a surgical mask,
9 someone who's --

10 COMMISSIONER RYDER: The exceptions
11 are in there and they are clear. Now, I
12 will tell you this, we will go through a
13 training process with this. I will bring
14 in experts to speak. We will talk about
15 what is considered a medical exemption,
16 what is a religious exemption. Nobody
17 understands the community better than
18 Nassau County Police Department. We know
19 what a religious exemption is and we will
20 be respectful and ask when there is a
21 medical exemption. And we will not let
22 that happen. But an N95 mask is not a ski
23 mask over your face. And I think that's
24 the distinction that we have to make.

25 PRESIDING OFFICER KOPEL: Legislator

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Ferretti.

LEGISLATOR FERRETTI: Hi,
Commissioner. How are you doing?

COMMISSIONER RYDER: Good.

LEGISLATOR FERRETTI: So you're
familiar with the bill, as amended;
you've read it?

COMMISSIONER RYDER: Yes, sir.

LEGISLATOR FERRETTI: There's been a
position here that in order for this, I
believe, that in order for this bill to
be enacted by or enforced by the Police
Department, they would have to read the
mind of somebody wearing the mask. Do you
agree with that?

COMMISSIONER RYDER: No. I don't
have to read the mind of -- You can never
understand the human mind and get into
the human mind all the time. It's how we
engage. I can give you an example. There
was 6000 people walking down Merrick
Avenue back in one of the very early
protests that we had. And I remember, and
I told my cops, engage. If they have not

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2 so nice words, move on. Move on to the
3 next kid. Try to break down the anger,
4 and let's make sure that they get to
5 exercise their first amendment. And when
6 they had 6000 people, you go wherever you
7 want, we're going to protect you, and
8 we're going to protect everybody. We
9 would never go into a situation like that
10 unless there is violence. We did have a
11 zero tolerance for violence and a zero
12 tolerance for criminal mischief, and that
13 will remain the same. But if you're
14 wearing the mask and you're in the back
15 of that crowd, well, the problem is I
16 cannot -- and if you are the antagonist
17 and you are the person committing the
18 crime, I'm not going in there, so I got
19 two cops going into a crowd of 200. It
20 doesn't work. The math is in there. So we
21 have to better protect our cops, and
22 that's what the tool does.

23 LEGISLATOR FERRETTI: And when
24 you're referring to the 2020 gatherings,
25 that was during the Covid.

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COMMISSIONER RYDER: That is correct.

LEGISLATOR FERRETTI: So there were many more people wearing masks at that time, right?

COMMISSIONER RYDER: We were right in the middle of Covid; yes, sir.

LEGISLATOR FERRETTI: Right. So virtually everyone indoors or outdoors at that time was wearing masks.

COMMISSIONER RYDER: That's right.

LEGISLATOR FERRETTI: Whereas, today, would you agree that far fewer people, especially outdoors, are wearing masks?

COMMISSIONER RYDER: That is correct.

LEGISLATOR FERRETTI: So in this instance, there's less of a pool of people where if you're wearing a mask, you'd be able to kind of identify them easier than four years ago.

COMMISSIONER RYDER: We've had probably over 100 protests since the

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attacks on Israel. And we have been at all these protests and respected the religious wardrobe that is worn by the individual. And that would be no different, right? We'd still be respectful of that exemption. But we know what the religious exemption is. And if they don't, they will be trained on to understand it and do it better.

LEGISLATOR FERRETTI: And do you feel that if this bill was passed today, that this is a tool that would help law enforcement keep residents safe?

COMMISSIONER RYDER: That is 100% correct.

LEGISLATOR FERRETTI: And if this bill was passed today, do you feel confident that the Police Department can still uphold residents' First Amendment rights?

COMMISSIONER RYDER: One hundred percent.

LEGISLATOR FERRETTI: Thank you.

PRESIDING OFFICER KOPEL: Minority

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Leader DeRiggi-Whitton.

MINORITY LEADER DERIGGI-WHITTON:

Again, we're trying to do this the right way. And part of the reason why I know that this legislation is going to get thrown out is that there's no definition of what a mask is in this piece of legislation. There is not. That in itself you cannot have -- and you know this and I'm sorry you're in this position, I am -- But you know this as a fact that that this law, if it doesn't define what the law is about, is going to get thrown out. It does not have a description of what a mask is. That could be corrected very quickly if we just met together. And maybe if you had some criminal attorneys help you. Because honestly, I think the attorneys that are helping you are not very privy in this piece of law. So let's try to do this the right way.

The other thing is, Commissioner, and you know, I respect you completely. This law is different from what we had

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because it is basically for the idea of someone having a mask on, they can be arrested under a misdemeanor if the police officer feels that it's their intent. Intent is what their wording is, not ours. Their wording says intent. They question their intent. Can someone, according to the judicial laws be arrested for intent?

COMMISSIONER RYDER: Intent is a part of the law. It's not the law. We would not arrest or enforce on something that says intent.

MINORITY LEADER DERIGGI-WHITTON: That's what this law says.

COMMISSIONER RYDER: What we would do is, part of what the mask is, that individual --

MINORITY LEADER DERIGGI-WHITTON: With all due respect, Commissioner, their law says that they can be arrested for wearing a mask if there is an intent that's perceived.

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(Whereupon, public
interruption.)

(Whereupon, off the record
comments.)

PRESIDING OFFICER KOPEL: I'm asking
every one of the legislators, please do
not speak unless being recognized.

I see there's a lot of unrest going
on in the room. Commotion. We're going to
take a recess. Allow people to calm down.
We're not going to continue until we have
order here. Commissioner, I'm sorry.

COMMISSIONER RYDER: It's under
control.

PRESIDING OFFICER KOPEL: Then we'll
continue. Legislators want to take your
seats. Minority Leader to finish without
interruption, and the police officers
will once again assist anyone who is
unable to maintain decorum.

Minority leader, would you continue,
please?

MINORITY LEADER DERIGGI-WHITTON:
Okay, so sometimes life gives us an

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example.

So again, because this law is different than the law that was on the books and it is now a misdemeanor as opposed to a violation, which is what it was before, in order to hit the threshold of the criminal judicial law as to how someone can be arrested just for wearing a mask, not for committing any other crime at all, just for wearing a mask based on a police officer's perception of their intent, does that fit judicial clearance?

COMMISSIONER RYDER: There would never be somebody arrested on their mental capacity. Right? So you say an intent. The answer is no. We don't arrest on intent.

MINORITY LEADER DERIGGI-WHITTON:
That's what the law says.

COMMISSIONER RYDER: But there is something actual that happens. So that mask that you're wearing in that crowd behind us starting to antagonize, that

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would be a mask that we say, please, you have to remove the mask. And if you don't remove the mask, then there is the option of that arrest.

MINORITY LEADER DERIGGI-WHITTON:

That is absolutely right. Because basically you just proved my point, which is that wearing a mask in itself and someone having an intent as to why this person on the second row is wearing the mask, I can't walk up to that person and say, my perceived intent is that you want to do something nefarious and arrest her on a felony as a police officer. So you need something, another crime like harassment does.

COMMISSIONER RYDER: It does give me the right to now engage and the right to now stop: Ma'am, can you please take the mask off? I have a medical condition. Well, then we'll talk; I have a religious exemption. Then we'll talk. But you're in that crowd of that protest, and you're wearing that mask, before this law, I

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could not engage. Now I can and prevent problems.

MINORITY LEADER DERIGGI-WHITTON:

The law says that they can be charged with a misdemeanor. Commissioner, I know you, you know the law. Can someone be arrested if they did not harass, if they did not do anything else other than wear a mask?

COMMISSIONER RYDER: Again, I go back to, as I said before, in the Nassau County Police Department, that we have a professional image, that we go out and we'll treat people with respect. We would not go up and place the person in handcuffs without a question. But now the multi-tiered approach that it comes to doing that, to get to that level of probable cause, to make an arrest, we are at the right of inquiry. We're at mere suspicion. So we're now climbing the ladder. If the person who's standing there in the corner with the bulge sticking out of their waistband, that

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looks like a gun. We have the right by the law to engage. This gives me the right to engage. Before that, I do not have that right.

(Whereupon, public interruption.)

MINORITY LEADER DERIGGI-WHITTON:

Honestly, Commissioner, you're not answering my question. The fact of the matter is, what you're describing is other criminal acts. Okay. What we are talking about, what is written in this law, is that I have the right as a police officer to walk up to someone, number one, and question why they're wearing a mask, which under the Constitution, First Amendment right, if you read it, you're not allowed to do that. You're not allowed to question someone as to why they went there, it's a constitutional right that you can. So that is number one. You have no right to ask someone why they're doing something. They have a right to assemble. They have a right to

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do a lot of things that are, thank God, protected by our Constitution. We're not going to change the Constitution here in Nassau County. We're going to abide by it.

Number two, their law, the way it is written, is that someone can be arrested under misdemeanor, a year in jail, on the perception, the perception, that the police officer has just regarding the mask. What you're talking about is escalation, which I agree with. If somebody were to commit a crime and they were wearing a mask, then yes that should be reason enough to say to charge them with something higher because they're wearing the mask and their identity's concealed. Their law does not say that this is only about wearing a mask.

I have to tell you, Commissioner, and I have so much respect for you. You know that. Many of their members are not happy with being put in this position. Many of the Nassau County Police are not

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at all happy with this, because they realize that a misdemeanor is held to a higher standard. It cannot be held to a perceived intent. So all we have to do is sit down and work out that that wording. And again, why rush through something and get it done? This is just such a poor attitude to have. We are respected people that get paid a good amount of money to write good laws. And I don't understand why we're not just getting together and sitting down and really just hashing this out so that it can be held up in court. Otherwise, that in itself, the fact that there's no description of what a mask is, the fact that intent can cause a misdemeanor, my perceived intent? I can't perceive what she's intending, and I sit next to her for ten years. So how are you going to walk up to somebody and say that?

So the bottom line is. This law -- we all support that no one should be harassed by anyone wearing a mask. We all

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2 support that. But the way it's written,
3 it's going to just embarrass us because
4 it's not legal. They haven't even
5 consulted with anybody, and we have those
6 people available. That's all that we're
7 asking them to do is stop being -- this
8 is just silly and stop representing us in
9 a way that is sort of embarrassing. We
10 really deserve, the taxpayers deserve
11 better, and your police officers deserve
12 better. They don't like the idea that
13 they're going to be the ones that are
14 going to have to judge with intent is
15 with someone wearing a mask without
16 another crime being committed.

17 I'm telling you, and Commissioner,
18 they come to me, they come to me, all
19 right? And I think it's because they
20 think I'm going to say something and
21 that's why. They are not happy with this.
22 Being put in this position, they are not
23 happy at all. So before we go ahead and
24 say this is a good tool, I think we have
25 to modify the law to make sure that it

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2 is. And it's not putting your own -- I'll
3 tell you something. Your own police
4 officers are going to be put in a very
5 bad situation with this because they're
6 going to have to really be expected to
7 decide what someone's intent is. And
8 again, that's not the level of law that
9 is necessary for a misdemeanor.

10 PRESIDING OFFICER KOPEL: Legislator
11 Drucker.

12 LEGISLATOR DRUCKER: I just have a
13 very brief question. I'm sorry. Because
14 my voice is not going to hold up much
15 longer.

16 Commissioner, your words: "It's how
17 we engage". Right? That was your words.

18 COMMISSIONER RYDER: Correct. Okay.

19 LEGISLATOR DRUCKER: Well, I'm
20 concerned about -- and I expressed this
21 earlier, is we don't want to make your
22 jobs tougher. So now you're asked to
23 engage someone who may have attended a
24 rally for innocent purposes. Just
25 attending a rally, not knowing in advance

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that there was going to be criminal activity or hate filled rhetoric turning into burning of flags and maybe throwing of things. But someone attended it innocently, they're standing on the side with other people wearing a mask, because maybe they felt that they didn't want to be exposed to a large group of people. Now you're being asked to engage that person. And what I believe is that by engaging that person, your officers now run the risk of perhaps a response that you didn't like, or that engagement escalates and now you got to get other officers involved.

All I'm saying is that the way this law is drafted now, because the law that was amended, the amendment adds the word congregate, congregate. What the heck is congregate? But if you're standing at a bus stop with a bunch of other people and you congregating? So we're now asking your police officers to engage when maybe they didn't need to engage, or maybe they

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2 don't need to engage. And now the
3 potential for escalation is there. Would
4 you agree with what I just said.

5 COMMISSIONER RYDER: In all
6 fairness, I think you're twisting the
7 word engagement around several different
8 ways, right? My officers interact with
9 the public every single day. As a matter
10 of fact, we interact with the public over
11 a million times a year, and we have 0.01%
12 complaints against my officers, 0.0 1%.

13 (Whereupon, applause.)

14 COMMISSIONER RYDER: What these
15 officers went through in the physical and
16 verbal abuse during George Floyd and
17 during the current protests should not be
18 accepted by anybody, and most of the time
19 it was done by a person wearing a mask.
20 Hiding behind that mask because they did
21 not want to be identified. So you're
22 asking me and twisting my word
23 engagement. Engagement is interaction,
24 you know what I mean. We are the most
25 peaceful police department in the

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country.

(Whereupon, applause.)

COMMISSIONER RYDER: If you don't trust your police department, don't vote for it.

LEGISLATOR DRUCKER: All I asked, Commissioner, was, do you think this law as written -- and now you didn't get a chance to compare it side by side with the companion law that we produced -- but if you look at this law, does this law now make your job harder by now engaging with people --

COMMISSIONER RYDER: That's where the disconnect is. My officers are not going to go to start ripping people off and pulling that mask off their head. My officers are going to go out there and interact -- not engage -- interact with the public and start what we call that escalation. Common law right of inquiry, mere suspicion, reasonable suspicion. And that's where you get into the more contact. And in that common law right of

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inquiry, I can prevent the guy that's
throwing the bricks from behind the line
and prevent the poor kid in front, that
innocent kid that's congregating with the
rest of the crowd that's not wearing a
mask. That's what happens. I saw it
through all of those protests. We went
through hell, my cops. And to tell me my
cops think it's a bad bill, you're not
telling the truth. Because my cops --

(Whereupon, public

interruption.)

COMMISSIONER RYDER: Everyone one of
my cops you say go to you, they tell you?
They didn't come to me.

MINORITY LEADER DERIGGI-WHITTON:
They're not happy with this piece of
legislation.

COMMISSIONER RYDER: You said my
cops are going to you.

MINORITY LEADER DERIGGI-WHITTON:
They are.

COMMISSIONER RYDER: I'm not
commenting. I'm waiting for a question.

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PRESIDING OFFICER KOPEL: Legislator Bynoe and then Legislator Ferretti.

LEGISLATOR BYNOE: Good afternoon, Commissioner.

COMMISSIONER RYDER: Good afternoon.

LEGISLATOR BYNOE: You just made some comments earlier when you were asked about training and you said you were going to have experts come in. Could you talk a little bit about that for me?

COMMISSIONER RYDER: Absolutely. Listen, we have to learn from history. We have to learn from our mistakes. George Floyd and Police Reform taught us a lot about our Police Department. And there were many failures that we had that we corrected. And we do better about it. And we get better every year. We continue to train to make our cops the best. When I've had people from the transgender community come in and speak to my cops, it's for a reason to understand it. I say it all the time. If you understand the environment, you police it better. We go

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into communities understanding the difference in the cultures, understanding the difference in the religions and reminding ourselves to be peaceful.

Of 360 protests, nobody in the country can tell us today that they did better than what Nassau County did. We took care of the people that protested, and we took care of the people on the side. You give me a law that says I can now "engage" or interact with that individual that's screaming and yelling and cursing and throwing things and pushing the young kids forward, yeah, it's a better tool. And that's exactly what happens during protests.

LEGISLATOR BYNOE: Commissioner Ryder, I will say, I even attended some of those protests. And the officers responded appropriately and it was as peaceful as demonstrations that we could witness right here in Nassau County as opposed to some certain areas in the country. So I thank you for that. And I

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thank the men and women of law enforcement.

But my question is, what type of training do you think your officers are going to need to be able to implement this because you said you would train them?

COMMISSIONER RYDER: Just let me comment on one thing. That professionalism was not only by the Police Department, it was also our community. They were awesome. Here in Nassau County, they really, truly were.

I would bring in is obviously our legal department, people that speak to us on stop, question and understanding when you get to that level of frisk. What the law says. What the law says in this case, understanding what an N95 is, understand what a medical understanding what a hijab is, understanding what the religious exemptions would be, and then knowing the difference. And then at the same time, we teach the same thing that we've been

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teaching all along, deescalate. There's

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no reason to go in and yank that kid out

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right now. Wait. Grab him on the side.

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That's when you can interact with him and

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decide if the mask has got to go. We're

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not going into a crowd of 500 people when

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it's 100 cops. Like I said, the math

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don't work. But I know this. That person,

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by the end of this protest, will be

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stopped by the police. And now we'll know

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who he is because he's the guy that's

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causing these problems.

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LEGISLATOR BYNOE: So you mentioned

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that you would have the experts come in.

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It would be an opportunity to start

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defining what constitutes a mask, a job,

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etc. This bill, just so you know, does

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not specifically identify a medically

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graded mask as an acceptable use of a

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face covering for individuals who are

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actually seeking to wear the mask for

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that purpose. Just so you know. So I

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think it would make it a little more

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complicated. But beyond that, bringing in

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these individuals, you're going to create policy and procedure, correct?

COMMISSIONER RYDER: That is correct. Yes.

LEGISLATOR BYNOE: And then you're going to train it, correct?

COMMISSIONER RYDER: Correct.

LEGISLATOR BYNOE: Okay. How would that training be implemented?

COMMISSIONER RYDER: It can be done at a precinct level. It can be done at the academy. It can be engaged in or in-service training. It can also be brought into the new training with the new tactical village. All of those things open up, and we are so in tune with the training that's needed to be out there right now for our officers.

LEGISLATOR BYNOE: Thank you for walking me through that. So what does that look like in terms of a timeline?

COMMISSIONER RYDER: If there's a law that's changed today, we would immediately have to bring our officers

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and we can do it at command level, like I said, and go out to the precincts and feed it on those that have come into the current in-service and get it done so all of it can get done in a timely fashion.

LEGISLATOR BYNOE: Okay, but first we have to identify who the experts are. We have to bring them in. They have to help you create the policy and the procedure. And then we have to train it in the precinct and/or in the academy.

COMMISSIONER RYDER: The experts I speak of are already on staff. Our legal department, our training officers, our use of force officers, the same people that you see here, they're all trained constantly over and over. Consistency is how how we succeed. That training those experts are on staff now.

The training, if the law says it goes into place in 30 days, well, in that 30 days I'm covering the training for my officers.

LEGISLATOR BYNOE: Because based on

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2 this, it doesn't say 30 days. It says
3 immediately. That's what it says. So
4 that's a concern that we wouldn't take
5 the time. And I -- you and I have worked
6 I've worked with the PBA. I've worked
7 with the SOA, DAI, National Night Out,
8 backpack events, Christmas giveaways, all
9 of those things. We did it together
10 because we wanted to make sure we
11 deepened the trust between community and
12 police, and this is a whole new
13 experience. We're now talking about
14 heightening the offense for wearing a
15 mask, which would elevate it to a
16 misdemeanor now with a \$1,000 fine.

17 So I say that to say that we have
18 done a lot of work together, and I don't
19 want to erode any of that with a bill
20 that does not adequately define what a
21 mask is. Does it adequately provide for
22 time for you to do the work that you
23 would need to do if they were to pass
24 this bill today? So that's a concern of
25 mine that I'm putting on the record.

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I have some additional questions. But I think you're not in a position potentially to answer those, like, how would an officer question an individual who was wearing a mask to determine why they were wearing the mask? It sounds like that needs to be bubbled up through a discussion of experts and then trained.

But I do have some additional questions, Presiding Officer, and I don't think that they should be directed to the Police Commissioner.

PRESIDING OFFICER KOPEL: Who would you like to direct to?

LEGISLATOR BYNOE: Is there somebody here from the County Attorney that can answer questions on the bill?

PRESIDING OFFICER KOPEL: Once we're finished with the Police Commissioner, we'll go ahead and do that. Are you finished with the Police Commissioner?

PRESIDING OFFICER KOPEL: Legislator Ferretti.

LEGISLATOR FERRETTI: Thank you,

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Presiding Officer.

With regard to the face covering defined, this bill took directly from other bills. It was modeled off other states that have used this legislation and used the same language. If you define face covering, you're going to give people an out if they use a different type of face covering. It's pretty clear covering your face is a face covering. Number one.

Now we talk about -- I heard, Commissioner, you were asked about intent. Any crime has you need to have the mental state and do the physical act in order to commit a crime, correct?

COMMISSIONER RYDER: That is correct.

LEGISLATOR FERRETTI: So your police officers are interpreting intent, recklessness and all different standards of mental state all the time, correct?

COMMISSIONER RYDER: That is correct.

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LEGISLATOR FERRETTI: This idea that you have intent in order to be guilty of this misdemeanor, that's what laws do. Criminal law. In fact, isn't it true, Commissioner, that if you look at the New York State Penal Law specifically, 265.01 criminal possession of a weapon in the fourth degree, I don't expect you to know it by heart --

COMMISSIONER RYDER: I know what it is.

LEGISLATOR FERRETTI: I'm sure you do; I do too.

A person is guilty of criminal possession of a weapon in the fourth degree when he/or she possesses any dagger, dangerous knife, dirt, machete, razor, stiletto, etc., with intent to use the same unlawfully against another. That's pretty similar to the bill that we're debating right now, isn't it?

COMMISSIONER RYDER: That is correct.

LEGISLATOR FERRETTI: Do your police

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officers have any issue whatsoever with the penal law that's been in effect for probably 60 or 70 years, determining intent under this --

COMMISSIONER RYDER: The act itself is the crime, the unclassified misdemeanor. So that act of wearing that mask is the crime. I don't have to show intent. The intent is presumed because of the fact that you're wearing it. But the difference is, and again, I go back to this, this is Nassau County Police Department. We're not going to go up and put somebody in handcuffs for wearing a mask. We're going to go up and we're going to interact with that individual, and we're going to climb the ladder and find out what his intent may be.

LEGISLATOR FERRETTI: But my question is, when it comes to criminal possession of a weapon, you need to have the weapon, and you need to have the weapon with the intent to use unlawfully against another, correct?

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COMMISSIONER RYDER: Yes.

LEGISLATOR FERRETTI: So you need the mental state of intent to use the weapon, and you need to have the physical weapon. That's the physical act, correct?

COMMISSIONER RYDER: That's correct. Okay.

LEGISLATOR FERRETTI: Similarly, in this situation, you need to have intent and the physical act of wearing the mask and congregating or some other in one of these four sections, correct?

COMMISSIONER RYDER: Correct.

LEGISLATOR FERRETTI: Very similar. And your officers, do they have any problem enforcing criminal possession of a weapon?

COMMISSIONER RYDER: No, sir.

LEGISLATOR FERRETTI: So wouldn't one reason that they would have no problem then enforcing this very similar legislation?

COMMISSIONER RYDER: That is correct. I may elaborate, that same cost

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out that comes up with that same gun, we

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don't automatically arrest him. We find

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out, Hey, you a licensed pistol holder?

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Are you an off duty police officer? Are

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you retired? And obviously that would

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show that he is legally in possession. So

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that person that is wearing that mask, do

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you have a medical condition. Is there a

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religious reason why you wear this mask?

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And then those questions would then bring

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us to the point where are they either

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going to arrest or let them go.

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LEGISLATOR FERRETTI: My point is,

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and tell me if you agree, if we were to

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use the standard that some have suggested

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where the police can't -- they have to

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determine the intent. That can't be

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legal, then all of the criminal laws in

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the state of New York would likely be

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thrown out.

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COMMISSIONER RYDER: All those with

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the capacity to have intent.

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LEGISLATOR FERRETTI: I want to just

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reiterate, and you brought it up a few

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times. We talk about experience and using
experience in real life. We saw firsthand
how our police department dealt with the
protests back in 2020 virtually
flawlessly. I commend you, I commend our
entire Department, the best in the
country, I believe. And you dealt with it
then, and nobody should have any doubt.
Nobody should have any doubt that this
bill, if passed, would be used in any
type of negative way, because you've
proved under your leadership and the men
and women of our police force that that
would never happen. So thank you.

COMMISSIONER RYDER: Thank you.

PRESIDING OFFICER KOPEL: Legislator
Solages.

LEGISLATOR SOLAGES: Good afternoon,
Commissioner. How are you doing today?

COMMISSIONER RYDER: Good afternoon,
sir.

LEGISLATOR SOLAGES: Nice to see
you, sir. Can you please share with this
Body, which is a professional Body, any

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data that shows the past year the number of crimes that were committed with crimes -- misdemeanor or felonies or violations with masks.

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COMMISSIONER RYDER: With mask you mean?

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LEGISLATOR SOLAGES: Yes, sir.

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COMMISSIONER RYDER: I do not have that in front of me, sir. I can get you that data.

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LEGISLATOR SOLAGES: Okay. But we're going to make a very important decision today that affects constitutional rights for all of our county. There's no information, no data that you can provide to this Body for us to rely upon?

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COMMISSIONER RYDER: No. That's not correct, sir. You asked me to provide data that's related to those who committed a crime wore a mask.

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LEGISLATOR SOLAGES: Yes, sir.

COMMISSIONER RYDER: I don't have that. But I can get you that. No problem. But that's not the same as what we're

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talking about. This, in fact, by itself, stand alone is a crime, an unclassified misdemeanor. This crime of a bank robbery for argument's sake, is a crime. Wearing a mask, it's just a contributing factor to that crime. So I don't have that. But I can get it for you.

LEGISLATOR SOLAGES: Understood. But we have many people here who are speaking from personal experience, and I take it at face value. I must also rely upon data that's organized that shows, perhaps a tendency or trends, if the crimes in Nassau County in which people are wearing a mask is on the rise, then I would really appreciate that information in order to make a decision today.

COMMISSIONER RYDER: I will get you that. I know there was a bank robbery last week and the individual that was robbed was robbed by two people wearing masks.

LEGISLATOR SOLAGES: Understood.
Thank you. I would really appreciate that

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information.

Furthermore, Commissioner, there is no provision here in this bill that states that if the number of cases of Covid in Nassau County increased exponentially, that there would be some sort of discretion by the police officers to not enforce. Being the head officer of the police department, and I appreciate you for your hard work, will the officers be using their discretion in situations if the number of Covid cases in Nassau County go through the roof like they did two years ago?

COMMISSIONER RYDER: One hundred percent. The key word you use is discretion. Discretion is used all the time by my officers. There were many times that when it comes to a vehicle in traffic, stop a field stop on a street, or even a low level minor arrest, discretion is always used and the officer has that ability to do that.

LEGISLATOR SOLAGES: Understood,

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sir.

So if an individual -- if Covid, numbers go up, we have an individual who's in the car alone, so he's not even in the car with other people. I see it all the time, people driving in the car and they have their mask on, the windows closed. I'm like, okay, but I understand why. I respect their choice. But if one of your fine police officers happens to see a person driving alone with a mask in their car. Is that sufficient probable cause? And they're driving in a neighborhood and there's a person that makes a call saying, hey, there's a suspicious car. Is that sufficient probable cause for one of your officers to make an arrest.

COMMISSIONER RYDER: My officers would not make that car stop. We pass people all the time wearing an N95 or a surgical mask. We're not going to stop those individuals. We're talking, basically, this tool becomes the value in

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2 protest, it becomes the value in high
3 crime areas. It becomes the value in when
4 we're seeing an uptick in violence and
5 that those people being described during
6 those crimes are wearing masks. That is
7 something that gives my cop that extra
8 advantage on that stop. But again,
9 respectfully, it starts off with that
10 common law right of inquiry. Wearing that
11 straight up is not what we're going to
12 jump out and put in handcuffs. Wearing
13 that ski mask, running from the scene of
14 a of a crime, you're going to get stopped
15 and my cop will use his discretion and
16 his investigative abilities to determine
17 if that subject is the subject that
18 committed the crime.

19 LEGISLATOR SOLAGES: Thank you,
20 Commissioner.

21 My last question. Every year at our
22 budget hearings, I have asked you every
23 year, regarding the arrest ratio between
24 black males and white males in Nassau
25 County. As you know, sir, we discussed

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2 this every year. The arrest ratio of
3 black male to white males in Nassau
4 County is 5 to 1. I've asked you before
5 many times, why is that the case? And you
6 said it could be possibly because
7 individuals from Queens or elsewhere
8 committed the crimes. Because the
9 population of African-American males in
10 Nassau County is at most 12%, but they
11 represent more than 20% of people we see
12 in our courts or being arrested. So what
13 I'm asking you, Commissioner, is whether
14 this tool by your officers, which you
15 said it will enable them to be better
16 crime solvers and detectives, will this
17 tool increase that ratio or decrease that
18 ratio? And just for the record, sir, it's
19 not just amongst black males and white
20 men and also for Latino males and white
21 males. The arrest ratio is 5 to 1.

22 COMMISSIONER RYDER: So there has
23 been no more, never in history of this
24 department, such engagement regarding the
25 demographics of a county that it is now.

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We are on top of everything that gets done. Everything is tracked in numbers. That's why you get the numbers that you see. Numbers are always something that's looked at and are a concern. The question becomes why, who, where, when. When you look at the areas where crimes occur in Nassau County, Green Acres Mall, Roosevelt Field are the top two areas in Nassau County. And when you look at it, then out of that, I think the number is off top of my head, I believe it's 40% are New York City residents, not here. So when I compare this number to the demographics in this county, the residents don't live in this county that are committing 35 or 40% of this crime. Why am I not using the other 8 million people that live in the City of New York? And I get that too. That wouldn't be a true analysis either. All my arrests are based on probable cause. Will this wearing a mask do it? I will know every single stop that gets done because it's

1
2 recorded on body camera. I know every
3 single stop that gets done because it
4 goes into our track system, and we now
5 can give you the numbers, exactly what
6 you're asking.

7 And every single day we discuss
8 demographics in the county and arrests,
9 field stops and tickets and this report
10 that's just been out and it is posted now
11 you can take a look at it, you will see a
12 dramatic change in someone's activity in
13 Nassau County. You will not see a great
14 change in arrests. And again I go by, 58%
15 of the people of those that are arrested
16 are by someone calling 911. They call for
17 help. I went there, right, I didn't go.
18 There is, I think 15 or 16% are
19 self-initiated, but most of them are
20 self-initiated stops again at Roosevelt
21 Field and Green Acres, the two top areas.
22 So I'd love to give you a simple
23 mathematical answer that fits, but it
24 doesn't fit that easy. But I will tell
25 you this nobody is more engaged with

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demographics than I am and my administrative staff. And we have these hard conversations every single day and making adjustments to make it better.

LEGISLATOR SOLAGES: Thank you, Commissioner.

PRESIDING OFFICER KOPEL: Legislator Mullaney.

LEGISLATOR MULLANEY: Thank you, Presiding Officer. Thank you Commissioner. I would actually argue this law doesn't make your job harder, actually, we might make your a job harder.

Two things. One, this is just a tool in the toolbox, right?

COMMISSIONER RYDER: That is 100% correct.

LEGISLATOR MULLANEY: I apologize. I mean, you're a cop. How many years? 40 plus years on?

COMMISSIONER RYDER: Forty one years, sir.

LEGISLATOR MULLANEY: Forty one

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2 years. I know from just being a civil
3 servant myself, I implicitly trust
4 somebody who's got 42 years on the job
5 and who's been in your position for as
6 long as you have. You have police reform
7 laws, right? Body cameras, you just said
8 it yourself. Instead of reporting public
9 sessions with the public, different types
10 of training, compliance reporting, your
11 cops are held accountable. We keep using
12 words like content, reasonable suspicion,
13 discretion, probable cause. It's just a
14 way for you to approach somebody in case
15 one of your officers -- I know I can
16 speak for myself when I say I trust the
17 Nassau County Police Department.

18 As an aside, three weeks ago, we had
19 Committees, Public Safety Committee met
20 to discuss this. Our counsel made
21 amendments to that law and pass it along
22 to a Minority with absolutely no
23 response. Today a law was sent back our
24 way. That's three weeks time to discuss
25 it. Not in front of the Police

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Commissioner today. So I think it should move forward with the law. I think we can stand up here and we can question cops intent and question whether or not they have the ability to do this, but not at the same time when we're going to ask them to come up and take a picture with us, they have to be praised them for what they just did earlier today. So it's got to be one or the other. Are we going to award them with Top Cop ceremonies and then trust them to do their jobs, or we're not going to take pictures with them and then hold them over the fire and question their every move.

Again, the question is less for you, more just, thank you for what you're doing. And again, it's just a tool in the toolbox. This isn't a weapon. You're not going to weaponize this against people. It's just a way for you to do your job a little bit better.

COMMISSIONER RYDER: So we also get the ability to stand here and take that

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recognition. This is the one of the most selfless jobs you can do. We get the rewards, we get the recognition. But it's horrible when we have to see the death and we have to see the carnage that comes with it. But at the end of the day, we stand here and I always start off by saying thank you. I can't do my job without the support of the Legislators, and it's all of the Legislators. And I always say that. All of them. They back up the Police Department, they give us the tools. We're in a fight right now that I'll say it again, you are going to see the most violent political season that you've ever seen in the history of this country. We already know the Intel. We see what's going on in the world, both internationally and locally, and it's a concern, and we are doing our best to stay on top of it. Anytime I can get a tool to keep everybody safe and I mean everybody, I'm going to take advantage of that tool. And that's why I'm fighting.

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Stating the way I'm stating it today is my cops will be professional. My cops will remain professional. And they will live by that model that we go by: Loyalty, integrity, fairness and excellence. Not to each other, but to the community.

PRESIDING OFFICER KOPEL: Thank you, Commissioner.

MINORITY LEADER DERIGGI-WHITTON: I have to follow up with one question.

PRESIDING OFFICER KOPEL: Okay. Minority Leader.

MINORITY LEADER DERIGGI-WHITTON: Commissioner, I just want to explain something with this law. And I know you read it, but we really went over it with a lot of judicial people that are concerned about it.

Basically, what this law is saying now is that if there's someone with a mask on and they're observing even a demonstration and, and they're just observing it, but they happen to have a

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mask on, this law is basically saying that they can be charged with a misdemeanor. I mean, that's basically what it's saying. Now, I trust you, I trust your police, but you're putting your police officers in a difficult situation because if the people there say, well, you have to arrest that person, they have a mask on, even if they're just quietly watching a group of people, doesn't have to be a protest. We're putting them, I just feel -- you know how -- I have police in my family. You know that. I'm thinking of them right now. I think it's putting them in a very precarious situation. And again, it's not as if there's someone wearing a mask and throwing rocks. Throwing the rocks at the problem, which is a crime. So yes, they can be arrested. And the fact that they have a mask on, in my opinion, should escalate that charge. But if someone's just sitting and that's what's written in this law, this law says if

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2 you're just watching, if you're just
3 sitting there with a mask on, they could
4 be charged with a misdemeanor. Just that
5 sense. Not to mention if a police officer
6 goes up again and asks someone, why are
7 you wearing a mask? You are you sick? Or
8 do you have an old person at home or
9 whatever? If they start asking questions
10 and I'm sure they would do it
11 professionally, that in itself, without
12 any other crime happening, is against the
13 First Amendment. That's going to cause a
14 lot of problems for the police officers.
15 This law, in my opinion, is putting them
16 in a very awkward situation. And that is
17 what I've heard. And that is a genuine
18 concern.

19 And again, we can fix some of these
20 things. We can fix it. The Presiding
21 Officer saying I am running in circles.
22 Meanwhile, what I'm saying is something
23 that I don't know if you've thought
24 about, which is just observing a crowd.
25 That is in this law.

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So again, we agree with the premise that someone should not wear a mask if they're committing a crime or doing something or harassing anyone. We totally agree with that. But this law is going to put our police officers, I think, in a precarious situation on a number of different levels, and we can fix it.

So I know it's going to pass and believe me, they're not going to reconsider it ever again until it gets thrown out of court. And then we're going to have to pay for the legal fees. There's no doubt. And again, just the fact that it doesn't describe what a mask is, it's going to throw this out of court. So, you know, it's just a waste of everyone's time where we could really do it the right way and we could do it in the sense that protects the police officers, too.

LEGISLATOR STRAUSS: Presiding Officer, can I make a statement?

PRESIDING OFFICER KOPEL: Legislator

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Strauss.

LEGISLATOR STRAUSS: Commissioner
Ryder, I wish I had a police commissioner
like you when I was a cop.

COMMISSIONER RYDER: Thank you.

LEGISLATOR STRAUSS: If anybody
stands behind this police officers, it's
you, and I'm sure they appreciate it. I
know that you have an open dialog with
your police officers, with your unions,
and that is incredibly commendable.

Aside from protests, this law will
allow our police officers to interact
with someone and hopefully identify
someone who's walking down the street in
a neighborhood where our packages are
being taken from our front porches, from
where our car doors are being lifted,
opened and stolen, and the items inside
stolen. It'll allow a police officer,
hopefully, to identify someone who is in
a neighborhood where there's a prevalence
of burglaries have been committed, where
previously they don't have that option.

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So hopefully, this law will pass and, hopefully, it will be administered properly. And there's no doubt that it will be because you have one of the best trained police departments there are. And your police officers are highly trained, highly dedicated. They know when to use and implement and enforce laws because of the discretion that they're allowed to use.

There's no doubt in my mind that this law, if passed, will give you and your officers the tools needed to make all of us safer aside from protests. From the everyday crimes that are going on here, hopefully they'll reduce even more than 15% this year.

Congratulations, Commissioner, on the job and your officers as well. Kudos to you.

(Whereupon, applause.)

PRESIDING OFFICER KOPEL:

Commissioner, thank you.

Also let me congratulate you and

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your officers on on the tremendous help that they've rendered here today, here in the room. I appreciate that.

COMMISSIONER RYDER: They're doing their job.

PRESIDING OFFICER KOPEL: They're doing their job. They certainly are.

We have somebody here from the County Attorney's Office.

(Whereupon, applause.)

LEGISLATOR BYNOE: Thank you, Presiding Officer. Can you state your name?

MR. HARDIMAN: Kevin Hardiman from the County Attorney's Office.

LEGISLATOR BYNOE: Thanks for coming. Starting out by saying, I understand the benefit of modifying the law that was on the books prior to 2020. And and re-implementing it, we needed to address it. Because as I read the law previously, there were no carve outs that protected individuals who wanted to wear medical grade masks. Do you agree with

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that?

MR. HARDIMAN: That's correct.

LEGISLATOR BYNOE: Okay. As somebody who has a history here in county where we want to protect everybody and we want to make sure that everyone has equal protection under the law. And we want to make sure that in this current state that we're living in, that the issues that have been brought forward here today, illustrated and discussed by Mazi Pilip, that we're protecting against.

I also, as somebody who, is of the Black American community, enjoy the protections of the law that would not allow the Proud Boys or the KKK to rise and wear hoods. So I am in agreement that we need to look at this. And as a breast cancer survivor who apparently broke the law back in 2004 when I became neutropenic and my immune system was shot and I had to wear a mask, I had to wear a mask to go to the store. I had to wear a mask to go to work. So I appreciate the

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spirit of the law that my colleagues have introduced, and I support the law that my colleagues in the Democratic Caucus have submitted.

I have questions. There's some gray areas here that maybe you can answer today that would help you with the law proposed by my colleagues in the Republican caucus.

So if we look at B1 in this wall, it says, "people who remain or congregate in a public place with other persons so masked or disguised knowingly permits or aides persons who are masked or disguised to congregate in a public place". So is that specifically if someone, the way I understand this is that if people in a group have a masked home and they're standing around, that they could be in violation of that law; is that accurate?

MR. HARDIMAN: Well, I think what it actually accomplishes that had been the law for well over 100 years, is that that lines up very well with the loitering law

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that existed previously. That law used to say a person was guilty of loitering when being masked or in a manner, any manner disguised by unusual or unnatural, attire or facial alteration, loiters, remains or congregates in a public place with other persons so masked or disguised, or knowingly permits or aids persons to mask or disguised to congregate in a public place, except that such conduct is not unlawful when it occurs in connection with a masquerade party or like entertainment. If when such entertainment is held in a city which has regulations in connection with such affairs, permission is first obtained from the police or other appropriate authorities". So that was the original law that was repealed in 2020, in the face of Covid. Back then it was not allowed to wear a mask just for health reasons or that sort of thing. That's what the provision was. So this one carries that forward and then creates the

1
2 other three limitations on where this law
3 will apply.

4 LEGISLATOR BYNOE: The question that
5 I asked, was regarding the provision one
6 in Section B of the current law, that was
7 it's currently being vetted on the floor
8 today. It says that if someone remains or
9 congregates in a public space with other
10 persons so masked or disguised or
11 knowingly permits or aids persons so
12 masked or disguised to congregate in a
13 public place, that they would be in
14 violation of this law, and that there
15 would be a misdemeanor that could be
16 brought against them with a \$1,000 fine.
17 Can you describe for me situations like
18 outside of a protest that this could
19 occur?

20 MR. HARDIMAN: Well, I can't get
21 into all of the potential aspects of it.

22 LEGISLATOR BYNOE: I'm just asking
23 to describe one.

24 MR. HARDIMAN: What I'm saying is
25 that this law was on the books and was --

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this particular type of provision was on the books for over 100 years and was upheld in the Second Circuit, as well as in the First Department and was found to be constitutional. So the phrasing in that particular subsection actually lines up very well with the law that had already been on the books for a long time and found to be constitutional.

LEGISLATOR BYNOE: So this particular law goes beyond what was on the books before, because now it's a misdemeanor with the \$1,000 fine and a one year potential jail time. So in looking at this, this is different. It's not exactly what was on the books before. Because it's carrying jail time. It's carrying a higher penalty, in terms of, financial penalty and a actual misdemeanor on one's criminal record.

MR. HARDIMAN: Under this law, it would be punishable -- not punished, but punishable -- by a fine up to \$1,000, or imprisonment of not more than one year.

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So, potentially someone could be held accountable and held to a misdemeanor and punished by up to a year in jail.

LEGISLATOR BYNOE: Yeah. And so that's that would be an exposure to not only a group of people who, based on the vague language in this could be a family traveling together. Could be a group of students traveling together, protecting one another from any type of illness one might be carrying, whether it's Covid, the flu, whatever it is, or just protecting folks who they might have to go home to and living in multigenerational housing. So the vagueness in this bill is what is concerning because it also then ties into some other things. And I want to walk through one through four with you. But I just wanted to address the vagueness in this bill. It's a group of people congregating together. Then it goes further to say that the person who might be holding an event, based on this, it

1
2 could be a barbecue in the park -- in
3 fact, I went to church yesterday and I
4 started looking around in the crowd, and
5 probably for every five people in the
6 crowd, one person was wearing a mask. So
7 in this case, it says if you aid persons
8 in wearing a mask and congregating in a
9 public place. So I know for a fact the
10 churches go down to the beach, they go in
11 different places and they have these
12 church services. This would actually
13 qualify as a breach of this law based on
14 its meaning.

15 But I'll go on to number two, which
16 then talks about interfering with other
17 people's right to exercise their secured
18 protections under the federal, state and
19 local laws. That clearly would be in the
20 case of a demonstration, am I correct, or
21 a protest?

22 MR. HARDIMAN: Well, I'm not quite
23 sure what you're referencing within this.

24 LEGISLATOR BYNOE: I'm referencing
25 number two in section B. Do you have the

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law in front of you?

MR. HARDIMAN: Right. Subsection 2 says again that acts with the intent by force or threaten or force to injure, intimidate or interfere with any person because of the person's exercise of any rights secured by federal, state or local law, or to intimidate such person or any other person or any class of persons from exercising any right --

LEGISLATOR BYNOE: I don't need you to read it to me. I asked the question.

MR. HARDIMAN: It says what the law is.

LEGISLATOR BYNOE: That's fine. I'm asking a question. That actually can be then tied specifically to rallies, whether they be for religious reasons, political reasons or the like, correct?

MR. HARDIMAN: It could be at such an event if the intent of by force or threat of force to injure, intimidate or --

LEGISLATOR BYNOE: I got that, yes.

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So that sounds like, specifically, because of these protections of rights for under the federal, state and local laws, those look like rights that are baked into other laws and constitutional rights. And so I'm trying to understand the distinction between 1 and 2. Because 1 is so vague that it's not tied to any activity. It's just saying anybody that is standing together with a mask.

MR. HARDIMAN: What I will say is that the ones who are in the best position to explain the intent of what the law was would be the drafters, and that would be the Majority and not the County Attorney's Office, but in terms of the terms that are laid out here in the law. That seems to be fine.

LEGISLATOR BYNOE: Did the County Attorney's Office review this to determine that it's constitutionally sound and what the legislative intent was?

MR. HARDIMAN: We did not determine

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what the alleged legislative intent was. We did review it and found it to be constitutional in its drafting and consistent with New York state.

LEGISLATOR BYNOE: So you're here today, you're supposed to be the expert that's going to answer these questions, but you're saying you can't answer number one.

MR. HARDIMAN: That I can't answer number one.

LEGISLATOR BYNOE: You can't answer to number one, because I'm asking you what distinguishes between --

MR. HARDIMAN: What I am saying is is that these are the four exceptions that were laid out. The provisions shall apply only if the person does one of these four things. Which is more clearly laid out as to what they wanted to accomplish here in the law.

LEGISLATOR BYNOE: So I'm asking what they want to accomplish and you can't answer it. So maybe someone from

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the majority should do it.

What was the intent for Section B, number 1? Because I understand what B number 2 is. B number 2 is clearly tied to protests and rallies. Number 1 is so vague, it could mean people traveling together on a train that are masked. It could mean folks going to church masked. It could mean the owner of a private business that allows people to be in a space masked.

PRESIDING OFFICER KOPEL: Once you're done here, perhaps, we will have some answers.

LEGISLATOR BYNOE: Maybe you will have some answers? That gets really to the crux of what I'm trying to understand here today.

PRESIDING OFFICER KOPEL: If it's okay with you, Legislator Ferretti would like to answer you. That's up to you.

LEGISLATOR BYNOE: This gentleman was purported to be in this space to answer the question. So let me ask him

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one other question before Ferretti has an opportunity to respond.

So and let's go back to A in the paragraph just above B, where they say that people cannot come into private property wearing face coverings without the consent of the owner or tenant. So that means I can't go into a store wearing a face mask without the owner or the person renting the space giving me the expressed --

MR. HARDIMAN: So what I can say is that Subsection A is further defined by Subsection B, where it says that it shall only apply in these circumstances that are laid out in B.

LEGISLATOR BYNOE: Then that's perfect. So then that says that I walk into the store with my family and we're all wearing masks. I did not get the express consent of the owner, and now we're in Section B1 and I'm in there with mask on. Am I in violation of this of this provision thereby now subject to

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\$1000 fine, to a year in jail and a misdemeanor?

MR. HARDIMAN: If it fits within the terms of this contract. You're laying out a hypothetical, and I can't answer hypotheticals. The hypothetical as laid out is dependent on in certain circumstances where it would fall within that.

LEGISLATOR BYNOE: That's the gray area, right? I walk in the store, I have the mask on. I don't have the expressed approval of the owner of the store. And I walk in with my family and we're walking through the store, I am in violation of this law, and/or the store owner then could be in violation because they allowed me to come in with a group of people masked. That's how I read this. And I'm asking you if I'm not reading it correctly, then help me to understand it.

MR. HARDIMAN: Again, I would just say that that's something that they would have to determine in the court. I do

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think that in terms of how it compares to the prior law as much as what you had previously stated, you had gone back in whatever year it was wearing a mask for not a masquerade party you were technically in violation of the law that existed at that time.

LEGISLATOR BYNOE: Who knew?

MR. HARDIMAN: And given that law, that law was reviewed in the Second Circuit and in the First Department, and it was found to be constitutional. And on that basis, the review of this law was determined to be that would fall into the realm of constitutional. That section that you were referencing is very similar to what had previously been in the law.

LEGISLATOR BYNOE: But now the difference is now there's an exemption for people to wear face coverings for medical reasons. That did not exist under the previous law. So that's why in its current form, without targeting specific activities or actions tied to me walking

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into a store with the mask on with my family, based on this, I could be prosecuted.

MR. HARDIMAN: If what you were doing in coming into that store would fit within one of the four subsections that says it shall apply to.

LEGISLATOR BYNOE: Yeah, that's that's why I do think that having a bill that's targeted, which would act as a deterrent, just like many other laws that are on the books that would then enhance the prosecution is a more targeted approach. It's similar to the Leandra Law that if somebody is drinking and driving and they have a child in the car, it escalates and it becomes a higher penalty of law. And that's to deter the behavior of driving under the influence and more importantly, driving under the influence with a child in the vehicle.

I just think that there's some gray areas here. We all want to get to the same place. But I do think that it

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leaves certain communities exposed, and there's no refuting that certain communities had a disproportional response and affect by Covid. Is not in any way disputable that certain communities and certain people within our population were affected because they have higher rates of chronic illness. It's undisputable that certain populations within this county also live in multigenerational housing. So they are at a higher rate using masks for the purpose of not only protecting themselves, but protecting their loved ones. And it wouldn't be uncommon to see that same family multigenerational, wearing masks for that express purpose and I think number one, without a specific target leaves people susceptible to having to be either fearful of wearing a mask and chilling the effect of the purpose and the benefit of wearing a mask. And I'm concerned about that. I think we should tighten it up. Tighten it

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up.

The police commissioner made it clear that he needs time to train his officers properly so that we can effectively implement the law. And I think we could use that time to implement training based on the law, and I think we could use that time that he can ready himself so that we can better target what specific behaviors we're trying to deter.

Thank you.

PRESIDING OFFICER KOPEL: Legislator Ferretti.

LEGISLATOR FERRETTI: You were asked a few minutes ago with regard to Section 3A and B specifically Subsection B1, if there were any examples you could give other than -- I don't want to misquote you, legislator, I think you said other than a protest.

LEGISLATOR BYNOE: I'm sorry? I didn't realize that you were -- sorry.

LEGISLATOR FERRETTI: You had asked them for examples other than a protest

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where Section B1 would apply.

LEGISLATOR BYNOE: So B1 doesn't seem to be tied to a protest. It's just kind of out there. B2 appears to tie to a protest.

LEGISLATOR FERRETTI: Okay. So you were asking for other examples.

LEGISLATOR BYNOE: I was asking for examples, and I was also asking whether the scenario that I stated on the record would, in fact, be in violation of number 1.

LEGISLATOR FERRETTI: Understood. So my question, sir. Would a KKK rally fit under this section?

MR. HARDIMAN: Presumably so, yes.

LEGISLATOR FERRETTI: Okay, so then if members of the KKK rally with white facial or any color facial coverings, that would be that would fall under this, correct?

MR. HARDIMAN: It would.

LEGISLATOR FERRETTI: Okay. What about Proud Boys rallies. Would that fall

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under this?

MR. HARDIMAN: If they're wearing a mask.

LEGISLATOR FERRETTI: Okay. Because if they have the intent to conceal their identity and they're congregating, correct?

MR. HARDIMAN: Yes, it would appear.

LEGISLATOR FERRETTI: Okay. How about recently when Hofstra University held its graduation and five males masked their face and walked in and started stabbing people, would that example fall under this legislation when the police would have a tool in their holster to act?

MR. HARDIMAN: I believe so, yes.

LEGISLATOR FERRETTI: Okay. So I think that goes to the heart of the two pieces of legislation. In that example at Hofstra University, this legislation, this legislation is proactive rather than reactive, correct?

MR. HARDIMAN: I accept your

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statement, sure.

LEGISLATOR FERRETTI: Okay. Thank you.

PRESIDING OFFICER KOPEL: Legislator Bynoe.

LEGISLATOR BYNOE: Thank you. So let's be clear, we don't want masked people running around here that belong to the KKK, who belong to the Proud Boys, who belong to a group of people who would harass individuals who are coming together in the interest of rallying in support of any religious, whether it be our Jewish community, whether it be the Protestants, the Catholics, we don't want that, right? We don't want people seeking to hurt individuals or -- Presiding Officer, just trying to establish quorum. Speaking to the gentleman who just answered and you're speaking to him as well. Thank you -- So at the end of the day, we want to get to the same place. So to start talking about parsing out the KKK -- I think the KKK, I think

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anti-Israel protesters and all of them fall under number 2. I'm saying number 1 is doesn't have any clear direction or target to which there are attempting to change behavior or deter behavior. That's what I'm saying about number 1.

Thank you.

LEGISLATOR FERRETTI: And I would just respond, my interpretation is number 1 would be dealing with the KKK rallies. Number 2 would be dealing with the Hofstra people.

LEGISLATOR BYNOE: The Hofstra people were criminals who went there with the express purpose of committing a crime. They went there -- and listen, I don't want them at my door taking my Amazon package no more than I want them at any social event to be able to wear a mask. And that's why, honestly, I also say we're doing us ourselves a disservice by not clearly defining what a mask is. We should define what a mask is, that where it would be appropriate to wear a

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medically graded surgical mask, or we should be targeting what that looks like, because in your case, you're allowing masks to be something that -- I just saw a young man riding an e-scooter, and he had, on a whole, Spiderman. I didn't feel very comfortable with that. But under the law that existed before 2020, he wouldn't have been able to do that. And it sounds like you would not have been able to wear a Spider-Man's on Halloween, right? That law prohibited that. And I understand that we want to make sure that we don't have people doing the smash and grabs. I understand we want to get someplace that deters crime. And I think our bill does that. It deters crime by targeting criminals and not citizens?

PRESIDING OFFICER KOPEL: Legislator Solages.

LEGISLATOR SOLAGES: Thank you, Presiding Officer. Good afternoon, sir. I can direct you to Section 3B, part two acts with the intent by force or threat

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of force to injure, intimidate, or interfere with any person because of any persons exercising of any rights secured by federal, state and local law to intimidate such person or any person. Before, with my colleagues, Legislator Ferretti and Legislator Bynoe, you afforded them the opportunity to -- they gave you situations and you said whether or not this law would address that situation. So I was present in many of the Black Lives Matter protests in the past two years that benefited our society. That actually led to improvements in our civil rights. For example, body cameras, because of those rallies and those protests. Now, during those protests, I would witness one group on the side of Black Lives Matter protesters. And then on the other side, Blue Lives Matter protesters and each group would be shouting things at each other. Is this section designed to address that?

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MR. HARDIMAN: Shouting or -- I mean, I'm not sure --

LEGISLATOR SOLAGES: Well, you know, one can say harassment. One can say intimidating. You know, they're yelling different things at each other from different sides of the street. Of course, we had our Nassau County Police Department there breaking it up, but they were saying such unfavorable things to each other. In that situation, can this law be applied?

MR. HARDIMAN: Depending on whether the circumstances met within the defined terms or the set forth terms here.

LEGISLATOR SOLAGES: So this can be used to not just address protesters but also counter-protesters?

MR. HARDIMAN: If there's intent to by force or threat of force to injure, intimidate, etc., as it's laid out here, you would have to meet the criteria set forth here. That's why it's a hypothetical that I can't speak to as to

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whether those circumstances would have met with the terms of this particular law.

LEGISLATOR SOLAGES: Understood. But. Were you the the same office that drafted the transgender bill that prohibited transgender persons from, playing on county fields? Were you part of that?

MR. HARDIMAN: I was not a meaningful part of it, no.

LEGISLATOR SOLAGES: But did you were you aware of it; is that correct?

MR. HARDIMAN: I was aware of it.

LEGISLATOR SOLAGES: And did you foresee that that bill would be overturned by a Republican judge, Francis Ricigliano?

MR. HARDIMAN: I can't speak to that particular law. I was not a part of preparing that law.

LEGISLATOR SOLAGES: Do you reasonably foresee this as being overturned by a judge who sees this as

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vague and arbitrary?

MR. HARDIMAN: This mask law?

LEGISLATOR SOLAGES: Yes, sir.

MR. HARDIMAN: I do not. I do not.

LEGISLATOR SOLAGES: The other scenario that was described a scenario in private sectors, the police commissioner talked about Greenacres Mall was a field being the two high crime areas in Nassau County. I was recently at Roosevelt Field, getting my nails done right at that nail place right between Macy's and the parking lot. And it's a great nail place, by the way. My lady wanted to go and I went with her. And while I was sitting there, you can see everybody coming into the mall. And I literally saw 20 young black men wearing ski masks entering the mall. And they were not committing any crimes. They were in a group of 20. They were wearing a full non-surgical mask, ski mask. Apparently as part of the style. If you don't believe me, go to one of the top ten

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2 songs in the country right now, Bryson
3 Tiller, "Whatever she wants" and you'll
4 see in the video they're going into high
5 end stores, Gucci, wearing full ski mask.
6 Now, for some people, that might create
7 fear. For me I was like, oh, it looks
8 like Tyrone from Elmont. Didn't create
9 fear for me. But for some others, that
10 may create fear. Under that fact pattern,
11 sir, would these individuals, these young
12 men, probably 16, 17, 18. Would they be
13 found liable for breaking this law.

14 MR. HARDIMAN: I wouldn't be able to
15 tell you whether they be found liable or
16 not, or whether they would be arrested
17 for doing so. That would be left to the
18 police department to go about enforcing,
19 if they felt that it met the terms of
20 this law.

21 LEGISLATOR SOLAGES: Understood.
22 Thank you very much.

23 PRESIDING OFFICER KOPEL: Mr.
24 Hardiman, thank you. Will you get back
25 to counsel for the Majority and the

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Minority on your assessment of Minority's bill that was filed this morning?

MR. HARDIMAN: Yes, we can review that. We got it around Noon time today.

PRESIDING OFFICER KOPEL: So thank you for your help on everybody.

I know there are a lot of people who are waiting to speak on this, but we have to have mercy on our court reporter. She needs a few minutes because her fingers are falling off and some people may need the restroom, etc., so we'll do a very short break. Ten minutes and then and then we will commence with public comment.

(Whereupon, recess.)

PRESIDING OFFICER KOPEL: Okay, everyone, please have a seat. We're going back on the record.

We're going to start with public comment. Now, let me just tell you that for the most part, I don't know who is in support of the bill and who is against the bill. So don't question me about you

1
2 have too many for one side coming in a
3 row. I'm just going to call them in the
4 order that I have them. So I don't know
5 who's for it, who's against it. Once
6 again, the speakers are limited to three
7 minutes. We'll start with Rebecca
8 Sassouni.

9 MS. SASSOUNI: Good afternoon. Can
10 you hear me? I appreciate this
11 opportunity. My name is Rebecca Sassouni.
12 I'm here to speak in support of
13 Legislator Pilip, as a person, as a
14 friend, but also as a fellow elected
15 official. I happen to be a mother of
16 four, a former president of Sephardic
17 Heritage Alliance, which is an
18 organization dedicated to the
19 acculturated needs of Iranian American
20 Jews, primarily in Great Neck, but also
21 across the New York region. I am a
22 graduate of Columbia University. I'm a
23 lawyer and I'm an unpaid elected public
24 official. I am a school board trustee and
25 I was "privileged" to be the president of

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a board of education during the Covid pandemic. And I would like to share with you some of my lived experiences as a brown Jew during the mask pandemic, the Covid pandemic, and my impressions of the intersection between law and civil liberties during the pandemic, because I think they pertain.

During the pandemic, elected officials such as yourselves and myself and other members of boards of education had to follow the law; so we did. We were told that for the sake of public health, everyone had to wear masks; so we did. We implemented the mask mandate. But we also had to follow other laws because the laws of civil liberties and the laws of the United States Constitution and Title VI pertain, and they still do.

So during the pandemic and since I and other members of my family and my friends while following the law, wore masks and attended here in Nassau County and in New York City and in other

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environs, all kinds of peaceful public protests. I and my children, my four children, attended peaceful protests with permits for black lives and for LGBTQ+ lives and for Asian lives. And I did so with my family and with my friends because I believed -- and I left out for Blue Lives -- and I did so gratefully as an American in support of all of those lives, thinking that as a Jew in the United States of America who knew my rights along with my friends and family, that the Constitution of the United States of America protected me as well, and my family and my friends and my children's lives. When the mask mandate stopped, I thought (buzzer) that I could take away my mask and that I could go ahead and --

PRESIDING OFFICER KOPEL: You're going to have to wrap up.

MS. SASSOUNI: I thought that that would be okay, and that we could continue to rely on the laws of this country to

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protect us. October 7th occurred, and my children and their friends learned that there was no reciprocity. They quickly learned at school that they would be bad, that they would be bashed as Jews.

PRESIDING OFFICER KOPEL: I'm sorry. You're not paying attention. We have three minute limit. I'm sorry. If we if you go for ten minutes, then other people are going to have to stay here all night. Please finish your finish up now.

MS. SASSOUNI: Thank you. Jews have learned very quickly, particularly young Jews, that they have not been given any reciprocity, that we have been bashed, that we have been intimidated by masked people all around. And Ms. Pilips proposed legislation will protect Jews and others, as we should be by title six and by the Constitution that protects all Americans, and it will enable law enforcement too to be protected. Thank you very much. Thank you.

PRESIDING OFFICER KOPEL: Again,

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this is going to apply to both sides. I'm in favor of this legislation, but I'm not going to favor or allow people to go more than three minutes. It's not right. It's not fair. We have another hearing coming after this. Many people are waiting. Okay. There's a timer right here. Please watch it.

William Transer.

MR. TRANSER: My name is William Transer. I'm a staff attorney Disability Rights New York. I've already provided this comment to the clerk, so you guys should have received a written version of this, but I'm going to resuscitate it to all of you here today.

DRNY submits the following in opposition to Nassau County's proposed bill one 4224 banning mask wearing in public and private places. A mask ban in Nassau County will overwhelmingly target people with disabilities who use masks to manage their disability and medical needs. The Nassau County Legislature must

1
2 reject this bill to avoid predictable
3 discrimination and physical and mental
4 harm against many people in the
5 disability community. DRNY is the
6 protection and advocacy system for people
7 with disabilities in New York State, and
8 we work to empower, protect and advance
9 the rights of individuals with
10 disabilities. DRNY provides legal
11 assistance and direct advocacy to people
12 with disabilities throughout the state of
13 New York, including individuals with
14 disabilities who need personal protective
15 equipment (PPE) to participate in
16 community life. We remain committed to
17 advocating for an accessible community
18 where people with disabilities are not
19 segregated, isolated or unnecessarily
20 institutionalized.

21 A mask ban law in Nassau County will
22 be yet another discriminatory barrier for
23 people with disabilities, who will be
24 excluded from actively participating in
25 community life. People with disabilities,

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their families, friends, colleagues and caregivers have a right to use PPE such as masks so that they can participate in community life without the risk of illness, injury, or death.

A mask ban places people with disabilities and their families at greater risk of contracting Covid 19 and other infectious diseases at a time in New York State when Covid 19 infections are on the rise. Reducing the spread of diseases in the community by wearing masks is beneficial to everybody and prevents great risk to people with disabilities.

While this bill permits people to wear masks to protect their health, it fails to acknowledge that it is impossible to decipher who is wearing a mask for health reasons or not. Many people with non apparent disabilities require masks to participate in public programs, receive government services, and go to business open to the public.

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This bill permits untrained officers to rely on stereotypes and bias, to guess who may or may not have a disability or health condition, leading to the inevitable result of discrimination against people with disabilities.

Peaceful civil disobedience is a time honored way to fight for equal rights, and people with disabilities have a long history of engaging in free speech activities by organizing and advocating for justice and equality. This bill would subject people who require masking for their health to risk discrimination, arrest, and detention simply by exercising their rights in public and private spaces.

So this is why Disability Rights New York's ask you all to vote no on the proposed bill today. And if anybody has any further questions or wants any clarity from Disability Rights New York, feel free to reach out to us through our regular channels and mail it to DRNY.org

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or call our number. Thank you.

PRESIDING OFFICER KOPEL: Thank you.

(Whereupon, public
interruption.)

PRESIDING OFFICER KOPEL: The next
one is Abigail Badarov.

MS. BADAROV: Hello, everyone. My
name is Abby. I'm a rising junior in high
school. I proudly stand before you as a
voice for students across the globe who
want to end the raging anti-Semitism that
has been spread across college campuses.
The past ten months have been sickening
for Jewish students, and while I'm been
fortunate to feel protected in my high
school, many other students do not share
this sense of safety. As a teenager
preparing for college, I dream of an
environment where I can freely express
myself, advocate for my beliefs, and
stand up against mistreatment without
fear. The revolt to ban masks at protest
is a crucial step towards this goal. When
individuals wear masks at protests, it

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sends a clear message they are aware of the harmful nature of their actions and choose to hide their identities to avoid accountability. If someone is truly passionate about their cause, they should stand proudly and openly for what they believe in. Concealing one's identity suggests a recognition of wrongdoing and a desire to evade responsibility. By banning masks at protests, we send a powerful message that we expect individuals to take ownership of their actions and engage in respectful, peaceful advocacy.

I'm here today as a representative of the future generation. We must teach accountability, integrity, and the importance of standing up for what is right without resorting to anonymity. Let us create a safer, more respectful environment for all students where hate and fear have no place. Thank you for your time and consideration.

PRESIDING OFFICER KOPEL Kathleen

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Downes.

MS. DOWNES: Good afternoon. My name is Kathleen Downes. I'm here today to speak in opposition to the proposed Nassau County mask ban. I am deeply concerned about ambiguous language prohibiting mask wearers from entering public or private property without owner consent. Listed exceptions are vague at best, and there are no clear guidelines for determining legitimate health related use. Those with health concerns should not have to prove their need to protect their own bodies in order to participate in public life, that is disclosure of private medical information to random people. Masking during even a brief encounter can be protective, as Covid can be transmitted within five seconds, according to a 2023 study. We currently have 17 million Americans suffering from long Covid, and I do not want to be one of them.

With police granted the power to

1
2 determine who must unmask because they
3 raise reasonable suspicion of intent to
4 commit criminal activity, I fear
5 inconsistent enforcement primarily
6 impacting people of color who are also
7 more likely to be disabled. The bill also
8 threatens our right to safeguard our
9 personal health based on poorly defined
10 standards of suspicion. Worse, the bill
11 invites police violence towards health
12 conscious citizens who could be declared
13 suspicious due to racial, religious and
14 disability related biases.

15 According to the Center for American
16 Progress, 50% of those killed by police
17 are disabled. People congregate well
18 masked for plenty of legitimate reasons,
19 including people in cars with their home
20 health aides, their day programs, with
21 friends, with school groups. I feel that
22 the Nassau mask ban also threatens the
23 right to protest safely for Covid
24 conscious citizens and anyone deemed
25 suspicious, even if that suspicion is

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influenced by bias.

I respect the desire to keep everyone safe, but more than 90% of protesters in 2020 and 2023, 2024 have been peaceful, according to the Armed Conflict Location and Event Data Project. People with illnesses have just as much right to protest safely as others. I know we can maintain peace without a harmful mask ban. We have to be courageous, creative and work together. This is not the answer. We need to find a better solution. Public health and civil liberties depend on it. Thank you.

PRESIDING OFFICER KOPEL: Stephanie.
Ben Shamol.

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Vanessa.
Tanari.

MS. TANARI: Thank you. Recently, pro Hamas demonstrators stationed themselves outside the Nova music Festival Exhibit in lower Manhattan. The

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demonstrators harassed and abused visitors who were entering and exiting the exhibit, including high school students from Nassau County who came to the exhibit to learn about the massacre and to honor the memory of those that were murdered. Imagine seeing images of hundreds of young people getting raped, dismembered, and slaughtered at a music festival, only to come outside and see masked demonstrators waving Hezbollah flags, holding banners and yelling statements such as, "Fuck Israel", "death to Zionists" and "long live October 7th". Manny Manzuri, whose two daughters were murdered at the Nova Festival, commented on the harassment: "I cannot find the words how it felt when somebody was shouting and supporting the people who murdered your daughters. It was like they killed me again and again and again".

The past several months saw a disturbing rise in anti-Semitic incidents across the world. In New York, this

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included one instance where a masked man terrorized Jews on the subway, ordering Zionists to leave. Imagine the fear. A person wearing a Star of David or a kippah, or reading a book with Hebrew writing must have felt on that subway car.

Two weeks ago, I partook in a rally in support of Israel and to free the hostages. My friends and I were harassed by a duo who yelled out, " Hamas, please take more hostages", as well as making obscene gestures and homophobic slurs. In every single one of the above episodes that I mentioned, the perpetrators of the acts of hate and intimidation were masked. In every single one of the episodes, a resident of Nassau County was on the receiving end of the acts of hate and harassment.

The Constitution does not give you the right to speech that contains threats or harassment. If a masked person is yelling out, "All Zionists must die"

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outside of a Jewish school or community center that is not protected speech. Masks and face coverings are being used to conceal identities and give anonymity to those who harass and encourage violence.

People who I know who live, work and raise families in Nassau County have been abused, intimidated, humiliated, threatened, physically assaulted and subject to racist, anti-Semitic and homophobic slurs.

I respectfully request that you pass this bill. In doing so, you are telling everyone who steps foot in Nassau County that terror and harassment won't be tolerated.

Thank you.

PRESIDING OFFICER KOPEL: Michelle Aldoot.

(Whereupon, no verbal response.)

PRESIDING OFFICER KOPEL: Susan Gottherer.

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MS. GOTTHERER: Good afternoon. My name is Susan Gottherer. I'm the director of the Nassau County New York Civil Liberties Union. I'm here today to oppose the mask ban.

Let me start by saying again, just like last time, I had to do some digging for the amendment that's being Considered. And I actually had it in my hand given to me by one of your offices when another one of your offices told me that it was not written on paper and wasn't available and doesn't need to be posted publicly. So I think that this this Body better really think about the open public laws and open government laws because you're you're coming terribly close to violations.

This bill and its amendment, including an age restriction and seemingly adding limited principles, creates more questions than answers when trying to gather how and in what circumstances the law will be applied.

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1. It is unclear how law enforcement will determine that an individual is wearing a mask for one of the exceptions.

2. It is unclear how the exception in 3A on traffic stops would be applied or come into play, with the limiting elements established in the newly added 3B. Section 3B, subsection 1 sets out that the law is violated if someone knowingly permits or aids persons masked or disguised to congregate in a public place. But 3A seemingly requires that in order to violate the law, the individual themselves need to be masked. So it seems that if an unmasked person permits or aids in congregating, they would not be in violation. So there's a lot of confusion and vagaries here, let's just say, and I think the Legislator Bynoe covered a lot of those.

We would also ask what actions and by who would be perceived as actions that could reasonably lead to a proceeding. This open question is one that could be

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used to disproportionately target black and brown people, further requiring that the personal intent behind wearing a mask be known will require will regularly require a level of omniscience that is simply not possible. Again, this is too vague and there can't be any equal enforcement in this.

I also want to point out that the protests in Nassau County have been peaceful. And so again, evidence, please; evidence please, for the need for this. And can you imagine Police Commissioner Ryder's officers who have shepherded everybody through George Floyd protests and these protests now have to go in and start possibly escalating over a mask?

Not to mention also that there is a right to be anonymous. I'm sorry that it's upsetting for everybody, but constitutionally, NAACP versus Alabama, there is a right to be anonymous when you are protesting in this country. It is alarming to me how quickly everybody is

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ready to give up their constitutional rights.

Thank you.

PRESIDING OFFICER KOPEL: Melinda Thaler.

MS. THALER: My name is Melinda Thaler. I'm with the End Jew Hatred Civil Rights Movement.

Protesters are claiming the need for masks for public health reasons, but for many of the claimants, there's a fake reasoning behind this. I brought some receipts. People seem to claim how difficult it is to divine intent. Here's the ACLU's website. How to defend against police surveillance at protests. Okay, there's no question as to what these people are trying to do. In plain English, they say on their website, you can read it, wear a mask to make it more difficult for police to identify you.

Even the fashion industry is getting in on this. This is a hijab vendor that suggests protesting with a keffiyeh and

1
2 sunglasses for anonymity. That's on the
3 website. I'll give you all these sites at
4 the end.

5 The Electronic Frontier Foundation
6 has an attending a protest guidance page.
7 It says to protect yourself, it's
8 important to dress in ways that preserve
9 your anonymity.

10 And the Within Our Lifetime Advocacy
11 Group, which shut down Wall Street and
12 our airports with their rallies, they
13 have a rally toolkit that says, cover
14 your face if you do not want to be
15 identified, and bring a lawyer's phone
16 number in case you're arrested. Okay,
17 that's pretty clear what the intent of
18 those mask wearers are.

19 While a legitimate sliver of the
20 public has a medical need for masks, and
21 this legislation accommodates them, the
22 overwhelming majority of protesters are
23 using masks to evade law enforcement. New
24 York State has a laundry list of things
25 that are illegal because they frustrate

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law enforcement. You cannot have more than 30% tint on the windows of your car, because the police need to see who's operating the car. License plate covers are illegal Vehicle and Traffic Law 402, because we need to know who is driving the car. Frequency jammers that mask with law enforcements, radios and radars are illegal because they need to be able to identify people committing crimes.

Legislators have made it clear that tools to evade law enforcement are not tolerated in New York State. Masks are being used as just this type of tool. Masks are known to their wearers to provide anonymity, and they prevent law enforcement from tracking down criminals. Their use in this fashion should be illegal.

We've seen how masks evade law enforcement when the Manhattan D.A. dropped charges against 31 Columbia University encampment protesters claiming insufficient evidence because they were

1
2 masked. Public safety demands that we
3 know who is behind the raised fist the
4 smoke bomb, the lead pipe, the menacing
5 knife.

6 As the Democratic Party chairman
7 said, masked demonstrators accosting
8 people are cowards. Jacobs said, if you
9 believe in something, show your face. If
10 you hide your identity, there's a reason.

11 PRESIDING OFFICER KOPEL: Thank you.
12 Philip Nolan.

13 (Whereupon, no verbal
14 response).

15 PRESIDING OFFICER KOPEL: Julie Lam.

16 MS. LAM: Thank you for the
17 opportunity to speak. My name is Julie
18 Lam, founder of Mask Together America.

19 As a representative of NIH Recovery,
20 I ask you to see the world through the
21 eye of an immunocompromised long hauler
22 when you vote today. Twenty days ago, I
23 saw four anti-science legislators say yes
24 to ban masks on Long Island, even as new
25 Covid variants and bird flu advance. The

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horrific sight brought back memories of 2020.

My friend, Dr. Barry Webber worked at Mount Sinai E.R., where PPE shortages and lack of mask use put him in danger. He died along with over 80,000 New Yorkers in this pandemic. Many workers in my building contracted Covid. My friend Chris Terry had to work while sick. Covid didn't kill him initially, but organ damage and long Covid did; he was only 39. Losing friends to Covid prompted me to initiate Mask Together America, a national group of volunteers promoting masking and public health. Covid 19 is still killing people every day.

Long Covid follows even mild infection, I can attest. I have devoted four plus years to this community of disabled and high risk individuals who urged me to testify today. Our hearts are broken seeing our government bend mitigation and turn it's back on vulnerable people.

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I have IgA and young people lose their kidneys with this autoimmune disease. My condition was indolent until I caught Covid, infected by someone without symptoms and vaccinated. Another infection would be another punch to my body. Because of autoimmunity, I can't take another booster.

Lacking sick leave, people can't stay home when sick. As someone immunocompromised, I rely on my mask to filter unhealthy air indoors and outdoors. I'm horrified by the discrimination, likely under a mask ban. Businesses might use the mask ban to deny services to me and others.

In the US, at least 60 million people are disabled and 17 million people are immunocompromised. A mask ban will stop people from using this effective mitigation, especially if they might be jailed or fined 1000 for wearing a mask inside a store or participating in civic action.

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I wouldn't have been able to speak out for the disabled community at a long Covid awareness demonstration in D.C. this spring. If the sponsor hadn't mandated masks to avoid the detrimental impact of spreading the dangerous viruses. I definitely could not be here if I have to unmask. Today, if you vote yes, you will be taking away our last protection and leaving the at risk population behind.

Thank you.

PRESIDING OFFICER KOPEL: Thank you.
Emily Mervosh.

MS. MERVOSH: Hi, my name is Emily Mervosh. I am a resident of Nassau County and I am speaking today against the mask ban. There are many people who wanted to testify today, but this meeting is inaccessible to those who are high risk for severe Covid as there is no zoom option. Many have instead submitted comments via email. I urge you to consider their comments as well.

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A medical exemption to this ban is inadequate. Everyone should be allowed to wear a mask to protect their own health, regardless of whether or not they are immunocompromised. Everyone is at risk for developing long Covid. This is scientifically supported.

Additionally, this exemption does not include masking rights for people who were caretakers of the immunocompromised, for people who cannot afford to get sick due to lack of sick pay or childcare, or people who simply just don't want to get sick over and over again. We all have a right to protect ourselves and our communities from illness.

Eighty percent of disabilities are invisible, so it is impossible to tell who needs a medical exemption. I, for one, have an invisible disability. By looking at me, it wouldn't be obvious that I needed a health exemption. I am already harassed on a consistent basis for wearing a mask in public. I have been

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harassed several times today in this very meeting. A mask ban will simply further increase that harassment.

Law enforcement are not equipped, nor should they be allowed to determine who can mask. A mask ban, with exemptions could only be enforced through subjective reasoning as we've been talking about, through whether someone thinks someone might have the intent to commit a crime. This can lead to inconsistent application of the law, which will greatly harm marginalized communities. Black and Asian American New Yorkers especially, have been historically targeted and harassed for mask wearing.

I have not heard this bill or anyone here mentioned how law enforcement are supposed to tell the difference between these so-called bad actors that everyone keeps talking about, versus someone else who's just trying to protect themselves or just go about their life. This will lead to racial profiling.

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My final point -- I have two final points. First being, as has been spoken before anonymity is a protected right. We don't have to show our faces. And also that, honestly, mask wearing doesn't really hide anyone's identity. There is a recent photo that went viral of celebrities Timothee Chalamet and Kylie Jenner, who are wearing masks trying to protect their identity. These photos were even taken from the side. You can only see parts of their faces and yet they were very, very easily identifiable. Sunglasses and baseball caps hide identity more than a mask, and we are not proposing bans on either of those things.

In short, this law will not have the effect that you were hoping for. Instead, it will put the safety and health of Nassau County residents further at risk.

Thank you.

LEGISLATOR MCKEVITT: Ronen Levy.

(Whereupon, no verbal response.)

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LEGISLATOR MCKEVITT: Angelique
Corthais.

DR. CORTHAIS: With respect to this
assembly, my name is Dr. Angelique
Corthais. I'm the medical advisor for
Mask Together America, and I am a
scientist who has received federal grants
to study Covid and SARS-CoV-2. One of
those people that's taking you out of
this pandemic.

I'm here to share my deep concern
about the proposed mask ban in Nassau
County as it currently stands. I really
empathize with some of the testimonies
we've heard earlier today, but I have too
often been caught since the beginning of
the pandemic, in the crossfire of the
politicization of masks, to not speak
here today.

I've been bullied, spat on, coughed
on, verbally abused just for protecting
my health. Mask bans give some members of
the public who do not want to understand
the nuances of the current bill and act

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on its vagueness, encouragement and emboldening to continue with their attacks against me and my community.

Covid is still ravaging our communities, especially a medically and socially economically vulnerable communities and people of color. Making masks a political issue again is supremely shortsighted, especially on the eve of the potential new pandemic of an airborne virus that's H5n1.

Instead of adopting a policy of normalizing mask wearing, as is the case for most of East Asia, politicians have demonized it in favor of a return to a normal that simply doesn't exist. Vaccines are efficient against developing severe Covid, but totally inefficient at preventing long Covid and transmission, as we are seeing in this current wave. Many people cannot receive the vaccines for health reasons. Their only tools are masks. Vax and relax as a public health policy without any effort for other

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mitigation has killed more people in the US than in the early days of the pandemic.

Important studies have shown, as we heard earlier, that when properly worn, masks are an amazingly effective tools against airborne transmission and a terrible tool at concealing identity. If the government is not going to protect us by providing funds for clean air in public spaces, or reliable monitoring of cases, hospitalizations and fatalities, or access to free, reliable PCR test treatment and vaccine, then, at the very least, they should not prevent me from using protective measures.

Thank you very much and with respect.

PRESIDING OFFICER KOPEL: Thank you. Okay. Claire Gunner.

MS. GUNNER: My name is Claire Gunner. I am a legal services attorney. I work with clients with disabilities, and I am here to oppose the proposed mask

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2 ban. Regardless of the bill's intent, it
3 will target those wearing masks for
4 health reasons. In addition to the fact
5 that Covid continues to circulate and
6 cause serious, frequently long term
7 illness, masks are essential for
8 immunocompromised and chronically ill
9 people to participate in public life.
10 Banning masks in public in any capacity
11 amounts to a denial of the right to
12 protect one's health in public.

13 Thank you.

14 PRESIDING OFFICER KOPEL: Rebecca
15 Goldaper.

16 (Whereupon, no verbal
17 response.)

18 PRESIDING OFFICER KOPEL: Michal
19 Richardson.

20 MS. RICHARDSON: Hello, my name is
21 Michael Richardson. My father, of Blessed
22 Memory, was the rabbi of the Jericho
23 Jewish Center for 12 years, and he never
24 hesitated to point out injustices, and he
25 never minced words. He would simply say,

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that's not right. And that's why I'm here. Because banning masks, criminalizing masking, or in any way disincentivize people from wearing a mask to protect themselves and others is not right.

This bill claims to have health exemptions, but when masks are illegal, fewer people will mask. Healthy people who mask to protect themselves or their vulnerable loved ones won't qualify for an exemption. Neither will people who can't afford to go to the doctor or who need to go to work contagious because they can't afford a sick day. People who fear harassment either won't mask or won't be able to safely participate in the community.

Since last year, I have had long Covid and I must mask because I cannot risk another Covid infection. The more people mask, the safer I am. I have hopes for a new vaccine currently in development, and I had hoped to

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participate in a clinical trial taking place here in Mineola, but I cannot safely participate if masks become illegal here. I too, worry about anti-Semitism, but if I were harassed, I would be safer if my assailants were masked.

Just a few weeks ago, after learning about a proposed mask ban in New York state propped up as some fanciful battle against anti-Semitism, I could not hold back my outrage. I became the co-writer of an open letter signed by Jews for mask writes. So far we have signatures from over 1300 Jews, including almost 50 from Nassau County, all of whom astonishingly agree on something. Banning masks will not make us safer. It won't solve anti-Semitism. It won't stop crime. It will only violate our rights and place us in more danger.

Jewish people have an obligation to protect our health. Our Jewish law commands us to guard our bodies and to

1
2 care for the most vulnerable. Wearing a
3 mask is a fulfillment of that mitzvah or
4 commandment. It protects us, and it makes
5 our spaces safer for high risk members of
6 our community. If a mask ban passes,
7 people who mask will become even more of
8 an outlier, more at risk of illness, more
9 a target of harassment, more subject to
10 discrimination, police stops and
11 exclusion from a society that already
12 views us as dispensable, as unfortunate
13 collateral in the march to return to some
14 bizarre idea of normalcy, even as Covid
15 numbers surge and more people become sick
16 and disabled.

17 If you vote to pass a mask ban
18 today, I need you to know that what you
19 are doing is not right.

20 Thank you.

21 PRESIDING OFFICER KOPEL: Vanessa
22 Cayman.

23 (Whereupon, no verbal
24 response.)

25 PRESIDING OFFICER KOPEL: Joseph

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Esraq.

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Jeremy
Joseph.

MR. JOSEPH: Hi, my name is Jeremy
Joseph. I'm a resident of Hicksville. I'm
here to voice my opposition to the Mask
Transparency Act.

The language of this bill is so
poorly defined, it's embarrassing that
we're even discussing this. The law
applies when there is intent to
intimidate, threaten, abuse, or harass
any person. This bill penalizes based on
intent. If someone is wearing a mask and
determined to have bad intentions, not
actions, intentions, then they could be
charged with violating this law. Thought
crime and preventing crime, this is a
science fiction concept, not something we
should be legislating with. Initially I
thought this joke was too dumb to say,
but then Legislator Ferretti suggested

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this is a serious policy proposal.

Now let's look at the exceptions for this legislation. This law shall not apply when worn to protect the health or safety of the wearer for religious or cultural purposes, or for the peaceful celebration of a holiday or similar religious or cultural purposes for the cultural event for which masks are customarily worn. How is a religious or cultural purpose or event defined? My religious and cultural practices dictate that I stand up for racial equality, and that's something that is historically seen as threatening and harassing behavior. Now, what assurance do I have that I would have protections from this law? Ultimately, this law will be carried out based on one person's judgment. Is this person participating in a religious or cultural action that I recognize or that I do not recognize? More simply, is this masked person doing something I like or do not like?

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So what do we not like in Nassau County? The answer lies in how we enforce our laws. In Nassau County we have a police force with well documented racial bias against black and brown residents. Black and brown people are stopped at a higher rate than any other racial group in this county. They experienced use of force from police at a higher rate than any other group in this county.

Now, this is the important part. Among these racial groups, they have the lowest rate of being arrested or charged with a crime. The Nassau County Police are disproportionately targeted black and brown residents, and with this law, they'll have additional license to do so.

The goals of this bill, admirable or not, are not achieved by this bill. This bill does not do what you think it does. What it does, it gives a poorly trained police force another tool to harass the minority residents of this county. I can't wait till winter time when a young

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black man with a scarf around his face is charged with a crime because a police officer thinks there is bad intentions. Think that sounds crazy? Well, that's what this bill says. It's crazy.

If black people are just collateral damage for the immediate passage of this poorly written bill, then you are for hatred, not against it. Vote no on this bill and come back with something that works.

PRESIDING OFFICER KOPEL: David Wapner.

MR. WAPNER: My name is David Wapner. I am a clinical psychologist who worked in a hospital at Interfaith Medical Center over the entire course of the pandemic. I showed up the whole time, and when the law changed, requiring us to be vaccinated, I was fired.

I am here today as a Jew. You must put this mandate in. I want to tell you about a concept called deindividuation, which is a term coined by the social

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psychologist Leon Festinger in the '50s. It's a phenomenon in which people engage in seemingly impulsive, deviant, and sometimes violent acts in situations which they believe they cannot be personally identified, they don't behave the way they normally do. This explains riots. This explains the behavior that we've been seeing at the protests.

I've been showing up the whole time. This past Saturday, I showed up to show my support for the black community after the murder of Sonya Massey, and I brought a poster of Martin Luther King Jr. walking with Rabbi Heschel at Selma, and I held it with both arms. I have the video here. I was assaulted, I had a chain snatched from my neck. I was not protected by police who couldn't do anything to stop the people that they couldn't identify.

I have another video here from July 4th, the 4th of July, where we protested with a friend of mine who was a Jewish

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veteran disabled person, and somebody came out of the crowd and snapped her cane over their leg and was not prosecuted, just disappeared right back into the crowd. I have this video here.

I have another video where this is some white kid who grabbed the flag from around my friend's neck and pulled it and ran away and disappeared back into the crowd, wearing a keffiyeh wrapped around her head the way that terrorists do. Every day there's more stuff. We need to be protected. I'm out there every day. I'm not going to stop going. Jews need to step up. Aside from what we're fighting for right now, our free speech needs to be protected as well. This ban must be implemented.

Thank you for the time.

PRESIDING OFFICER KOPEL: David Norber.

(Whereupon, no verbal response.)

PRESIDING OFFICER KOPEL: Juliana.

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Hedeman.

MS. HEDEMAN: Good afternoon. My name is Juliana, and I'm a longtime resident of Nassau County. I'm at this meeting today to speak against the proposed Mask Transparency Act.

Though I am not in a group considered high risk of severe Covid, I am someone who has continued to mask in public since the pandemic started in 2020. I have mainly continued to mask as studies come out on the harmful long term effects of Covid, i.e. I mask to protect my health. I also mask because I'm the caretaker of my grandmother, a 94 year old Jewish woman who has lived in Nassau County for all of her adult life, who would be greatly impacted by even a single infection. I have been able to protect her and myself from Covid for the last four years, primarily because I mask any time I am in a shared public space.

Now, I understand that the purported aim of this bill is to protect Jewish

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residents from bad actors and anti-Semitism. And as a Jewish New Yorker, I do not believe mask bans will achieve this goal. Just two weeks ago, Governor Hochul stated that crime is actually down 15% on Long Island. Nassau County is also often considered one of the safest counties in America. Meanwhile, Covid continues to actively harm New Yorkers across the board, regardless of race or religion. An estimated 10 to 20% of Covid cases lead to long Covid, and masks are a proven tool that help curb spread. It's been discussed that this bill is simply a return to an old law that was in place before the pandemic. However, the truth is we are in different times with different considerations than we were in 2019. Simply put, the old law does not make sense for the moment we're in; a moment where there is a highly contagious airborne virus spreading in schools, offices, supermarkets, doctors' offices

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and anywhere else people congregate. A virus that has killed over a million Americans in four years, disables people daily and is now, according to the CDC, the fourth leading cause of death in America. A moment where masks are the best tool we have to slow the spread and save lives.

I say all of this understanding that there is a health exemption written into the bill. However, how will it be determined who is masking for their health or who is masking for more nefarious reasons? How will a law enforcement officer know what the intention is behind someone's mask? If someone is at a peaceful protest legally their right under the First Amendment but is wearing a mask to protect their health, are they now considered suspicious? Especially since the new language states you cannot be masked in groups where others are masked. On that same line, am I no longer allowed in

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public with friends or family who are also masked since we'd be in a group? How can you reasonably know what someone's reason is for masking? Despite what many here want you to think, masking is not inherently violent. Rather, it is an act of community care. Immunocompromised and disabled people of the right to protest and have a right to be in public, and their ability to mask makes that possible. I strongly urge you to vote no on this bill.

Thank you.

PRESIDING OFFICER KOPEL: Susan
Gottlieb.

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Nicole
Richards.

MS. RICHARDS: My name is Nicole Richards. My family has resided in Nassau County since 1997. I hold a master's degree in Urban Policy and Leadership from CUNY Hunter College, and I'm a proud

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Jewish woman. I come to you today to urge you to vote against the proposed Mask Transparency Act.

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Since the beginning of the Covid 19 pandemic, face masks worn for the purposes of protecting one's health have been unnecessarily politicized. Masks are a personal protection tool, and they are, at this point, one of the only tools many individuals still have to protect themselves in public spaces from communicable diseases.

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What I find notable is many of the arguments made by those who opposed mask requirements in 2020 were grounded in the idea that the government should not be able to regulate individual decisions regarding health and safety. So why is it that many of those same people who are against masking, supposedly in the name of American individualism, are now trying to advance lawmaking, which criminalize this personal choice? It is because those who are pushing to ban facial coverings

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are doing so not to prevent crime, which is statistically down in Nassau County, but to repress political opposition. This runs counter to the American right to assemble and protest.

I am not here to debate Israel policy with you, but I want to clearly state that you don't get to define something as hate speech just because you don't like that point of view. You can disagree with opinions espoused on college campuses. You cannot outlaw those opinions. I ask you to momentarily compare the concept of such restrictions to the First Amendment, to other constitutional amendments, and to think about how these same politicians, who are staunchly opposed to any restrictions on firearms based on the Second Amendment, are now trying to carve out exceptions to the First Amendment. This bill sends a very scary precedent for government overreach.

As a Jewish New Yorker, I'm

1
2 extremely concerned about the utilization
3 of fears of the Jewish community to
4 advance legislation that encroaches on
5 freedom of religion itself. The bill's
6 religious exceptions are left
7 intentionally vague, and there are no
8 safeguards to prevent law enforcement
9 from profiling individuals that view as
10 threatening merely because of their race
11 or ethnicity.

12 Similarly, the proposed exemption
13 for health related purposes is
14 underwritten, lacking in specificity, and
15 impossible to enforce without risking the
16 health and safety of individual Nassau
17 County residents.

18 When pressed on specifics of such
19 exemptions, the answer is given by those
20 who support mask bans have shown time and
21 time again that these legislators lack an
22 understanding of disability justice. Not
23 all chronic health conditions which leave
24 one immunocompromised are visible, and to
25 suggest that those who are disabled are

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2 not also capable of participating in
3 public life, which includes protest, is
4 insulting. Those who are disabled and
5 immunocompromised have the right to go
6 about their lives without the necessity
7 of added discriminatory personal
8 identification.

9 Additionally, many individuals,
10 including myself, mask to prevent
11 contracting illnesses, including but not
12 limited to Covid 19, the flu, and even
13 the common cold. I also seek to highlight
14 the many hard working individuals who
15 mask because their employers do not
16 provide adequate paid leave and they
17 cannot afford to miss work if they become
18 ill. Information to conflate the act of
19 covering one's face with violence is to
20 presume the worst in every Nassau County
21 resident, and voting to criminalize face
22 coverings would be set a dangerous step
23 backwards for our county and our country.

24 Thank you.

25 PRESIDING OFFICER KOPEL: Gina

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Friedlander.

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Gerald
Podlesat.

MR. PODLESAT: My name is Gerry
Podlesat and for those who in this
chamber who do not know me, I spent a
good 30 some odd years in the Nassau
County Attorney's office, and I spent
about 7 or 8 years as Bureau Chief of
Legal Counsel. One of my duties was to
draft legislation for the Administration
to be filed with this Legislature. I can
tell you that if this bill had come
through my shop, I would not have
approved it, and I would have added many
other things to make it more
constitutionally protected.

I hate, as a good Republican, to
side with the Minority here. I do. I
think that it is incumbent on the
Majority to allow for further discussions
and refinements of the legislation.

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I have several specific problems with it and the aspect of what we had talked about several times was the state law. I believe that there may be a preclusion issue here because of the State's involvement, and I don't think that that existence of that repeal gives this Body the power to reenact it or something similar to it.

I'm also concerned with the idea that a traffic stop would give the police the authority to implement the law. Most of the time when you're looking at people driving, they are not wearing masks. But I don't understand why that would have to be included in the law.

Also from the standpoint of of how it should proceed, it should proceed from the rights of the individuals to wear masks rather than that becoming something that has to be proved to a police officer. The presumption should be that the wearer of the mask is entitled to do so. That is not the presumption in this

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piece of legislation.

Finally, this is a matter of a criminal law. The District Attorney's office should have input into this. In addition, it is necessary at this point to table this matter, have the work done on it and then bring it back. That is the way it should be done by a honorable Legislature.

PRESIDING OFFICER KOPEL: Thank you, sir.

Yaffa Rabe.

MS. RABE: My name is Yaffa Rabe. I live in Nassau County for the last 30 years. I feel that I live in a very safe environment thanks to our police department and our leadership. I also feel that in the last nine months, our life became very difficult and dangerous because people's demonstrations in the streets and on colleges in every educational system grounds, people wearing masks to conceal their identity and allow themselves to practice violence

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against Jews, students and everybody around them. They did so on the subways. They did so on the ground of all the universities all over the United States and in Nassau County.

And I feel that if somebody wants to protest civil rights, allow them to do so. And I feel that it's the right thing to do. However, do not be afraid to say what you say and show your face so you are an honest protester. If you conceal your identity, you are not honest and you are facing only protest that goes to violence. Stop the violence. Remove the mask and show your face. Otherwise, stop the demonstrations.

Thank you.

PRESIDING OFFICER KOPEL: Julie Sacks.

(Whereupon, no verbal response.)

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PRESIDING OFFICER KOPEL: Amanda
Poliquin.

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Sanford.
Rubenstein.

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Kiana
Abbady.

MS. ABBADY: Good afternoon,
Legislative Body. Good afternoon to
everyone present. I want to first of all
say my name loud and clearly. My name is
Kiana Abbady. I'm a resident of Long
Island. I have been for all 31 years of
my life, and I come to you quite frazzled
and a little traumatized. And I'm going
to speak using today as a demonstration
of what this legislation is going to look
like in real time.

I am well versed in how to prevent
incidents at protests. I have organized
protests myself. Many of you on this

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Legislative Body recognize me as an employee of one of your former colleagues, either here in the county or at the state. I have at least 12 years of government political experience.

The incident, for those of you that might not be present because I recognize here that there are a lot of different people here now. What I was trying to do earlier today was to de-escalate a situation in the corner on the side. Many of my allies -- I am speaking against the mask ban -- are on this side -- to my right, your left of the room. In my attempt to deescalate without a mask, I was the one that became targeted. I was the one that was removed. With a mask, I tremble, truly tremble, to understand how this legislation is going to be enacted in a similar situation outside of these four walls. You are expecting a police officer to enter a highly volatile space and be able to, with solid judgment, ascertain whether someone wearing a mask

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has ill intent. During a highly volatile

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space, I'm trained, they are trained. I

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was still removed. I am trained to make

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sure bad actors do not affect my

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movement. But you have removed me in an

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effort to claim that this legislation, my

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removal because I'm wearing a mask, will

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create better safety for the Jewish

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population. The intent of the bill, as

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you've identified it, is to address all

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hate crimes. But again, I remind you, I

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was the one removed.

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I want to speak very clearly about

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who this bill will target, because it's

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very clear that you have chosen to

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participate in a culture war without

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recognizing that you are feeding right

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into a very dangerous demon (buzzer) -- I

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will continue to speak because you have

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let --

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(Whereupon, public member

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continues. Microphone is

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turned off, three minute time

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to speak is over.)

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PRESIDING OFFICER KOPEL: Officers, will you help this young lady? She seems unable to leave the podium.

(Whereupon, public interruption.)

LEGISLATOR SOLAGES: Again. Legislator Kopel, you allowed the woman in the front, the lawyer to speak beyond three minutes. And you did not ask the police to remove her.

PRESIDING OFFICER KOPEL: In fairness, everybody were taking a recess until you calm down.

(Whereupon, recess.)

PRESIDING OFFICER KOPEL: Danielle Phillip.

(Whereupon, no verbal response.)

PRESIDING OFFICER KOPEL: Alina Naganova. Jenna Atwell.

MS. NAGANOVA: Honorable Legislators, I came here as a mother of three, a civic leader in my community. And my oldest child is going to college

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as a freshman in a few weeks. He's going to be at a campus where many violent protests took place this spring. I came here to support Legislator Pilip's Mask Transparency Act, and I had a whole speech prepared of why I'm in support, but a lot of supporters already mentioned all the things I wanted to mention, and I kind of revised my speech a little bit.

I wanted to address the opponents that are sitting in the Legislature. I address Legislator Carrie A. Solages, DeRiggi, Legislator Drucker who I've worked with as a civic leader and the rest of you opposing this in the audience. Enough. Enough, please. Enough divisive politics. Your constituents elected you to represent them, not to turn everything into politics and to race bait and gender bait. Enough.

One. Do you not have faith in the cops that keep our country as one of the county, as one of the safest in the United States? Let me be very clear. This

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bill does not target your grandmother wearing a mask at a grocery store. It does not affect the masked nurse working a long shift in the hospital. In fact, it was very carefully written. So all of you that were addressing long Covid and all of that, there's exceptions in this act for that. Number one.

Number two, do you know that Governor Hochul recently actually introduced a ban on face masks in subways and protests, but has since gone silent on that? Do you know that?

Legislator Carrie A. Solages, I address you. Do you remember the dark moment in history when hooded and masked Ku Klux Klan spread terror in black communities? We rose then as a nation, right? We rose and made sure that we unmasked those hooded protesters. Would you rush to pass this act if these Ku Klux Klan members were outside your door? So how is Mazi Pilip's bill any different? We're facing a very similar

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challenge today. And once again, you and we must rise to meet it.

You also said you worry about free speech and all of you in the audience, we know exactly what the Constitution says, but it never intended to protect those who use this as a weapon against their fellow citizens.

Those who worry that our police won't be able to enforce this act, our police do a hell of a good job in this county. I cannot believe that you were still sitting there interrogating our Top Cop, Commissioner Ryder, who keeps this county the safest county in the United States. Please, let's give them that credit. Shame on you.

Think also of our main streets, because nobody mentioned that and the businesses that are the backbone of our community. Look at New York City protest, businesses that have been struggling due to economy, and now they keep the customers away.

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Thank you, brave Mazi Pilip. Thank you. I ask you to pass this bill.

PRESIDING OFFICER KOPEL: I'm going to ask that people who are addressing us at the podium, don't scream. We hear you.

MS. ATWELL: I'm Jenna.

PRESIDING OFFICER KOPEL: You're Jenna. I just called your name?

MS. ATWELL: Yes.

PRESIDING OFFICER KOPEL: Well, then go for it.

MS. ATWELL: Good evening. My name is Jenna, and I do not support the Mask Transparency Act. The Mask Transparency Act as currently written is wholly unconscionable. Everyone has a right to wear a mask. I think this law would cause a chilling effect within the community and would dissuade residents from wearing masks for health reasons because they fear potential legal consequences.

The health exception is entirely inadequate because the current exceptions

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2 language is imprecise and relies on
3 individual police officers to interpret
4 the law. Interpreting the law is not the
5 job of the police, and it never has been
6 in this state or in this country. So
7 determining who is and isn't masking for
8 health reasons should not be a
9 determination made by the police,
10 especially without clear and explicit
11 legislative guidance. Placing the burden
12 on individual officers to make this
13 determination leaves room for errors by
14 police, potential profiling of black
15 residents as well as other residents of
16 color, wrongful arrest and causing
17 overall harm to the community.

18 Therefore, the Mask Transparency Act
19 should not be enacted as currently
20 written as it puts the lives and health
21 of the residents of Nassau County in
22 danger.

23 Thank you.

24 PRESIDING OFFICER KOPEL: D'anna
25 Morgan.

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MS. MORGAN: Good afternoon. I support Legislator Mazi Pilip's mask bill because it underscores the importance of promoting public safety in aiding law enforcement by preventing individuals from concealing their identities while engaging in violent or criminal activity.

Recently, as of Wednesday, I personally observed instances at an anti-Semitic protest in New York City where individuals set up smoke bombs, threw fireworks at the opposing side, displayed flags of Hezbollah, Hamas and the Palestinian Islamic Jihad. This bill addresses the urgent need to mitigate potential threats to the community safety, and to ensure accountability amongst protesters.

By voting in favor of this bill, legislators can take a stand against those who misuse the First Amendment to commit unlawful acts, thereby safeguarding the rights and well-being of all citizens. Do the right thing. Vote

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yes.

Thank you, Mazi, for standing tall and fighting for all of us.

LEGISLATOR MCKEVITT: Evette Stark.

MS. STARK: My God, I'm so tired. I would assume that you are too. My name is Evette Stark and I came here to support this bill. This act.

I have been, a protestor at Union Square in the city and all over in the five boroughs against the lockdowns when they started, and the Medical Freedom Party probably started with a senior group that I belong to in Greenwich Village and in Union Square.

First of all, we were burning masks a long time ago because we knew that there was no scientific evidence that masks do anything except when you're in surgery and you have liquids coming all over you and you're a doctor. So there's no scientific evidence about masks.

Now, if people have been brainwashed and psyops by our media, okay. And by

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corporations, well that's okay. All these nice people, they want to wear masks. That's okay. But a lot of this is about supporting the anonymity of people who are weaponizing our Constitution, our civil rights and our Bill of rights.

And it's not just against Jews. I am a Jew. It's not just against being Jewish. There are also Christians. There are also African Americans who protest in the city. So this is not about just the safety of Jews, okay? This is about the safety of everyone. Everyone, an Iranian Jew, okay? It's the safety of Christians who have been with us.

So I just really want to say that the masks here, this whole conversation about the protection and its medical and all this crap is crap. There is no scientific evidence that masks do anything except people are engaged in a cognitive dissonance because they have been so brainwashed and MKUltra by our advertisers and by media who own

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everything, and the corporations who own everything.

So it's not about black, white, about Jew, Christian, it's about humanity. And it's about we all bleed red. We all want to be protected. And the people do attack us in masks. I'm a senior. One of my friends was hit with somebody in a mask on a bus and was sent to Elmhurst Hospital, a senior. So now I'm talking about seniors. I have been threatened. I have had signs that I've carried thrown down subway stairs. I have had water thrown on me. I have been spit on and this is not acceptable. And I don't know who the people are who are doing it because they're covered in masks.

Also, I have a big mouth and I'm not afraid to talk. And I've been to DC, I've been to Albany, and I've protested all these mandates for the vaccines, which we know, if you've read the Bilderberg Group or if you've read Davos or if you've read

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any of the CDC sites, have really killed people, not protected people. And this is about a deep population problem that has been involving our government. Our government has been the enemy. Not saying you're the enemy, but our government has and they have been killing us.

Thank you.

LEGISLATOR MCKEVITT: Thank you.

Ngozi Alston. Ngozi Alston.

MS. ALSTON: I live in Laurelton, New York, which borders Nassau County. I'm a black, queer, disabled person living with scleroderma. Since the very beginning of this pandemic, I have taken strict precautions because of my autoimmune condition. I see a rheumatologist every three months to get bloodwork, because I am at high risk of developing and dying from interstitial lung disease and scleroderma renal crisis. Every time I leave the house, I'm going to Nassau County. Whether it's to pick up groceries, medication, or go to

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doctor's appointments, I am often the only person masked any place I go. According to the cops, I look like a criminal.

Five years into this pandemic, I moved into my grandparents home to finalize their ongoing estate matters. I work from home part time, and I'm on Medicaid because I do not consistently make enough money to buy groceries and medications and pay my bills. There are few job opportunities and every disabled person I know, including myself, is either underemployed or unemployed. We have systematically been forced out of every aspect of society. The world has chosen to deny the very real, ongoing threat of SARS-CoV-2. I have become so isolated that I've lost friends and family who refused to take basic precautions, like regularly testing and masking before meeting up in person.

The entire world gaslights me for wanting to keep myself safe and maintain

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my quality of life, which is already pretty questionable. I should not have to worry about whether I'm going to have the cops called on me because I ask my doctor to wear an N95. I shouldn't have to worry about being fined \$1,000 because I'm grocery shopping. Requiring me to have papers documenting my health status is bullshit. Be fucking for real. Repression breeds resistance. If you ban masking, we will keep fighting back. I do not feel safe, I am terrified.

Fuck this fascist shit. Zionism is a threat to us all and deserves to be beat back. Over 100,000 Palestinians have been murdered by a settler colonial state. Where's the accountability for that? Vote no on this new Genesis legislation, the number of traumatic incidents that I've had advocating for my dying grandparents over the past two years are too many to recount.

In September of 2022, my grandfather was dying from heart failure at

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Northshore University Hospital. On my third or fourth consecutive day of visiting, a security guard told me that I could not go upstairs because I was "wearing the wrong mask". I was told to remove my flow mask respirator and swap it for a blue surgical mask. There's plenty of research that shows a high quality respirator is more effective than a surgical mask.

Five months ago, I ended up in the E.R. with a mysterious rash. After several hours, I was discharged and told I had contact dermatitis due to me wearing a mask. I told the doctor that I disagreed, but didn't know what else to do. I was bringing an emergency referral to a dermatologist in Harlem, and a few days later she confirmed that I had shingles and I had to urgently return to the E.R..

As I continue to advocate for myself, I wonder if I have to fight this hard, what is happening to people who

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2 can't speak, are unconscious, and can't
3 even communicate, or don't even recognize
4 the levels of negligence that is
5 happening right here, and medical
6 facilities that are supposed to be caring
7 for them. Fuck Zionism.

8 LEGISLATOR MCKEVITT: Kiara Bryant.

9 MS. BRYANT: Good afternoon. I'm
10 here to speak against the mask ban.
11 First, I like everybody to recommend a
12 couple of books for everybody: *Sundown*
13 *Towns* by James Loewen and *Cast* by Isabel
14 Wilkerson. The books will provide you
15 with clear examples of the dangers of
16 perceived intent and the point that,
17 historically speaking, whenever laws are
18 passed that empower one citizen to pass
19 judgment over another private citizens
20 behavior for arbitrary or subjective
21 reasons, black people have always ended
22 up being marginalized. Despite any good
23 intentions connected to the drafting of
24 this legislation, its broad language
25 enables individuals with suspect

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intentions to weaponize it.

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I was once told by a white person that they felt threatened and insulted by a shirt I was wearing. The shirt said "black history did not start with slavery". What if it were a mask and not my shirt? Would that keep that kind of person, from attempting to report me? I'm not saying I'll automatically be arrested.

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And you know, Commissioner Ryder's folks won't do the right thing. But why should I have to experience that in the first place? If you have never been perceived as a threat simply because of how you look or what you are wearing, then you might not be able to imagine how dangerous a loss such as this one could be in its present state.

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LEGISLATOR MCKEVITT: Jennifer Unger, Jennifer Unger.

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(Whereupon, no verbal

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response.)

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LEGISLATOR MCKEVITT: Bridget Jones.

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MS. JONES: My name is Bridgette. I want to stand up to show you what Covid did to my legs. So. Of course, what I wrote is not going to load. So the preparation will be just as bad as the hot garbage that went into this bill. So I can die from probably at this point, given how my legs have turned to corned beef and I'm not getting enough blood flow to my brain or my heart, because of two of the most common conditions that affect the long haulers. Which now there are some other estimates that are more updated that put it at 65 million Americans.

I'm out of breath just from moving my arms and from being upright. My first Covid infection started to turn my legs purple when I stand up, which I will now begin to demonstrate. Can y'all still hear me? Alrighty. So I really want to you all to see my purple toes is one of the few visible symptoms I have besides just staggering around and looking like

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I'm on drugs, which got me criminalized before I had access to this \$14,000 Medicaid chariot that I now rely on to move.

I want to thank everybody who got me outside today. The only way I can be safely in public or at home, for that matter, with other people, is if folks mask. You're essentially banning me from gathering with people from my own species. That has already been the case for four years. I'm on year five of quarantining from this virus, trying to survive. And the people most affected by the diseases that I live with do not look like me skin tone wise. They are more likely to get these diseases, they are less likely to get care. They are more likely to get medically gaslit. And now you're trying to make it a crime for them to mask and for crime for me to mask, for that matter. You still couldn't give her a straight answer about whether it's legal for a family of immunocompromised

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people to enter a store in this county.

So, yeah, the blood is draining from my brain a little more.

(Whereupon, audience member attempts to assist.)

MS. JONES: Please stay away from me. Thank you. You're not masked.

Safety matters when masking. Coming into my proximity without a mask is dangerous. You are banning me from being in public. You are banning me from being with my caregivers. If I hire a caregiver from Nassau County, and I need them to mask in public to keep me safe from this airborne pandemic you have failed to mitigate, what am I supposed to do? Ask them to risk \$1,000 fine and a year in jail. It's already hard enough to protect me and keep me alive. Jesus fucking Christ. Garbage ass fascist shit.

PRESIDING OFFICER KOPEL: Harry Burger.

MR. BURGER: My name is Harry Burger, and while I live in Suffolk, most

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of my family lives here in Nassau. And I come here often. If this bill passes, I'll need to avoid this county like a plague village. You need to vote no on the Mask Transparency Act.

While, this has become casually known as the Nassau Mask Ban, it ought to be called the Disabled Lives Don't Matter act. We need to encourage, even require more people to wear masks, not fewer.

While no in-person social interactions can have zero risk of Covid transmission, and driving anywhere carries a risk of accident, bare faced breath swapping is like drunk driving; both put yourself and others at much higher risk. Any legal restriction on public masking is intrinsically ableist and discriminates against disabled people.

Covid is not over. It is still infecting, disabling and killing people every day. The only way anybody can escape being disabled someday is by a

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sudden, traumatic death. And once you join this club, you will be on the receiving end of the ableism that you don't stop before then.

Two and a half years ago, my first Covid infection left me with long Covid. Among other chronic health issues, it means that just coming here to speak with you will probably be enough exertion to leave me completely exhausted for all day tomorrow. I know others with long Covid who wish their good days were equal to my bad days. Even professional athletes in the peak of health at the Olympics are not immune to having their careers ruined by their first Covid infection.

Anyone who is still coviding (sic) at this point has had the experience of being the lone masker going into a store or even a medical office to find that I'm the only person here wearing a mask. Random strangers have harassed me just for trying to shop safely. If they try that with me, a six foot tall white man

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who looks like I'm not yet disabled, I'm

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sure that visibly marginalized folks

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experience that worse and more often.

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Luckily for me, a do you feel lucky punk

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look and squaring up to make it clear

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that I'm not afraid of them has so far

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been a way to scare most of these bullies

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away, but not everybody can do that. The

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only time I did need to back down was at

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a precinct community meeting, when a

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police sergeant and two of his cop

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buddies, backed up by another 20 of them

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in the room, got up in my business just

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for handing out free masks and asking

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everyone to wear one on the way in.

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Federal courts have determined the

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police on Long Island have an even bigger

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racism problem than most with their

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traffic stops, and if you believe they

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won't carry that bias over into choosing

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who they'll just assume is wearing it to

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protect the health and safety of the

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wearer versus whose intentions they

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second guessed and interrogate, I have a

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bridge to sell you.

PRESIDING OFFICER KOPEL: Thank you.

Alison Devin.

(Whereupon, no verbal

response.)

PRESIDING OFFICER KOPEL: Alyssa

Stein.

(Whereupon, no verbal

response.)

PRESIDING OFFICER KOPEL: Miranda

Stinson?

(Whereupon, no verbal

response.)

PRESIDING OFFICER KOPEL: Hazel

Newlevant.

MS. NEWLEVANT: Hello. I am a

resident of New York City with friends in

Nassau County. And I am here to beg you

not to pass this Mask Transparency Act.

Any kind of mask ban will discourage

people from using these important medical

devices because they don't want to get

stopped by the police or harassed by

civilians who use the laws and excuse to

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get hostile. The law would be a potential tool of harassment against disabled people, and black people who surveys show are more likely to mask up to avoid Covid. People like my partner who is also an Ethiopian Jew like you, Legislator. I know people who are medically vulnerable, and they're already too afraid to wear the masks that they need because of the increased scrutiny that they get from police. If this ban passes, it'll be even worse. People need to wear masks for a lot of reasons, including to avoid getting sick so they don't miss work, to protect themselves from getting disabled or dying from airborne illnesses like Covid, to stay uninfected, to prevent vulnerable people that they care for, to protect themselves from environmental and workplace hazards, to protect everyone else around them when they are sick. Fewer masks equals more airborne illness spread, which equals suffering, missed school and work and medical problems and

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expenses piling up.

We are in a Covid wave right now with estimating from wastewater data about 1 in 37 people in the US currently infected, so that practically guarantees that somebody in this room is currently infected with Covid. Each infection carries a significant risk of causing new long term health problems, aka long Covid. Long Covid can manifest in a huge variety of symptoms involving any organ system in the body, depending on where the virus damages or inflames. Brain fog and post exertional malaise are two of the most common symptoms, and long Covid can be disabling. Covid infections make people more likely to have heart attacks or strokes. Wearing a well-fitting respirator with N95 or better filtration is still the best tool that we have to stop Covid transmission.

Also, an aside on the old mask ban law that was from 1845 when they didn't even know that there was such a thing as

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a virus much less airborne transmission that was only discovered in 1890. So it's ridiculous to talk about going back to that.

You might not be worried about getting Covid because you've already had it or you're vaccinated. However, the fewer people who wear masks, the more SARS-CoV-2 spreads and mutates. The more the virus mutates, the more it can escape your prior immunity, and the sooner you get reinfected by a new variant. Discouraging people in Nassau from wearing masks may come back to bite you personally.

Thank you.

PRESIDING OFFICER KOPEL: Thank you.
Stacey Klein.

(Whereupon, no verbal response.)

PRESIDING OFFICER KOPEL: Maya Ponton Aronoff.

MS. ARNONOFF: Hi, there. I'm taking it off so nobody can say they didn't hear

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me. I am not a resident, but I come here a lot to speak to friends and family and visit people here. And I'm speaking out against the mask ban for a couple of reasons.

I'll start by saying I do have long Covid. I'm 26 years old. I got it the one time I went out, not masking right before Omicron, because I thought it was over and I tasted freedom. And then I tasted years of debilitating health problems, which made me unable to read and write for a long period of time, make it very difficult to drive. I had to drop out of law school. My husband is now my caretaker, and I didn't even have any of the major prior health conditions that you would think would red flag it. I had autoimmune issues, but it wasn't one of the ones they listed because this is all of our first time with this virus.

Now that that's out of the way, wastewater says we're in another Covid spike. We all wish we were out of this,

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but we're not.

PRESIDING OFFICER KOPEL: Don't yell, please. Just a little lower.

MS. ARONOFF: But we're not. So we're all still dealing with Covid, right? And I'm sure you are all thinking, okay, all these disabled people, they're getting up here, they're saying they need to mask, but they can get an exemption, right? Is that before or after we're in handcuffs? Is that before or after we've had to miss work because we had to show up for a court date. Is that before or after the job found out you were arrested? Is that before or after I have to pay for a lawyer or you have to get a public defender, right? Is that before or after, if you're black and brown, you've been profiled, harassed, beaten, or potentially killed as we've seen a bunch more people killed in mental health crises just the past couple of weeks across the nation, right? How is profiling based on a mask going to turn

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out any different? We saw even here today how black people in masks were treated by security for speaking a little bit over time. Right. But now we're going to talk about a misdemeanor with \$1,000 fine for wearing a mask.

Last I checked, Halloween wasn't a safety crisis, right? Why is this just now coming up? Well, maybe because since 2020, anti-police brutality protests and pro-Palestine protests have disproportionately masked, right? Maybe because they're more aware of the pandemic, they're more socially aware, maybe of certain social issues and how to take care of one another. And maybe some people don't like what they've heard when people wear a mask or even were actually harmed by someone in a mask, right? Like the lady who was saying she was accosted by someone in a mask.

You know, I've been accosted by a lot of people in my life, a lot of blonds, people wearing Confederate flags.

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A lot of people in a lot of different things -- Sperrys. But that doesn't mean the government can say people can't wear those clothing items. I mean what are we talking about here? Right? Why should I have to get an exemption to wear a mask or white pants after Labor Day or whatever the heck we want to put on our bodies? I mean, what's the logic here? Because someone did some terrible things masks get banned (buzzer). I helped that lady used the restroom. So she's met people who've masked who are just like normal people going about their lives. I wish everyone would mask so I don't have to worry about getting reinfected just to get this point across. And I wish we wouldn't send security after people just trying to talk about police brutality.

PRESIDING OFFICER KOPEL: Thank you very much.

Sarah Alvandi.

(Whereupon, no verbal response.)

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PRESIDING OFFICER KOPEL: Sereta
Sergent.

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Andrea
Bolander.

MS. BOLANDER: Regardless of what
the status quo may insist, the Covid
pandemic continues and we are currently
in yet another surge. Disabled and
immunocompromised people are at
particular risk of further disability and
death. Even the average completely
healthy person is at risk of acquiring
long term severe post-viral illness known
as long covid. This is self-evident by
the explosion of people now seeking
disability status and specialized care.
And this will only continue to grow in
the coming years due to the State's
decision to completely abandon any
mitigation measures. I say this as a
disabled person in a disabled community.
I say this as someone who works to

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distribute masks and other PPE amongst people in need. You have no idea how many completely healthy former dancers, athletes and young people I've interacted with who now best case scenario struggle to climb a set of stairs and worst case scenario are fully bedbound and cannot speak or eat without triggering even worse illness called post exertional malaise or PEM.

Science has proven that each Covid infection increases one's chances of developing long Covid, and that Covid has the dangerous quality of damaging one's ability to produce T cells over time. In other words, Covid can destroy someone's immune system in the long term. This is why many doctors and researchers have drawn a comparison between Covid to HIV Aids. But while we have been able to research and understand HIV Aids for several decades, we have only just been able to study the effects of Covid for four years. We still have no idea what

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the long term effects will be, but the early picture is bad.

I urge you to familiarize yourself with the scientific literature when you see reports of sudden increases in heart attacks and strokes in young and healthy individuals, when you see reports of widespread hospitalization of children due to viruses that historically never affected them strongly, when you see a sudden increase in cancer rates in young people, know that the literature proves that Covid is part of the reason why.

Plus, public health is not an individual project. Unfortunately, we are vulnerable to the decisions that other people make since one way masking doesn't always work. In an ideal world, everyone is masking in order to protect themselves and others from Covid.

So since everyone is at risk of long term illness from Covid, and since everyone benefits from individuals who mask because each individual who does so

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stops a chain of transmission, that means everyone, not just chronically ill and vulnerable people, deserve the right to mask and to protect themselves from life threatening illness. So any proposals that the mask ban only apply to folks without medical exemption is not only illogical, it's also illegal. The State does not have any right to know our private medical information. The State does not have any right to force individuals to expose themselves to Covid. It is completely immoral and irresponsible to criminalize one of the few and final protections citizens have been left with to protect themselves from devastating illness, especially when all the other public health measures have been stripped away. To do so is to effectively bar people who want to stay safe from public life, and to force Covid exposure on us more than is already happening anytime we must use public spaces by necessity.

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PRESIDING OFFICER KOPEL: Thank you.
Maria C?

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Andrea
Ortega.

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Caprice
Rines.

MS. RINES: Psalms 1226 says, pray
for the peace of Jerusalem, they that do
will prosper. Now I'm disappointed
because I'm a proud Republican. I was a
conservative, then I became a Republican.
But what happened in this room today, we
owe that young lady an apology. Because
that law is going to target young black
men. Now, we do have to come up with a
solution. My friend said, make clear
masks. That's a good idea. I think I'm
going to invent it. I think I'll be rich.

I love my Jewish brothers and
sisters. And I love my Palestinian

1
2 brothers. I love my brothers and sisters
3 in general. And I think that it's not the
4 problem. The problem is let's come up
5 with a legislation to get everybody out
6 of debt. Let's do that, because then we
7 don't have to protest. Because we
8 protesting for for reasons because people
9 don't have jobs and that's what's
10 happening.

11 So I would say that -- because you
12 saw what happened. Mr. Kopel, you waited
13 till she finished, and then you called
14 the police to escort her out. But when
15 that other lady went over, you didn't
16 call the police to escort her. When the
17 other lady jumped up and was yelling and
18 screaming and hollering, you didn't call
19 the police escort her. And I don't think
20 you realize it. It's our own biases.

21 So I think that we have to fix this.
22 We have to fix our biases. My mother --
23 if y'all were my kids, I would lock you
24 in the room until you came to an
25 agreement. That's what y'all going to do.

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I'm going to tell our county exec to lock you in the room until you come to an agreement.

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Now I'm for Sands. We need to find jobs. Let's do that. We need to do that.

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And I'm saying it because I've been on Long Island 57 years in October, and now

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I want to someplace I can go on a date with a nice man who can take me and have

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12

dinner, a nice massage. Let's make it happen. I'm tired of paying taxes on

13

something.

14

15

Mr. Solages, you know my family helped you come become a legislator,

16

17

right? So let's do it. Because we need something. I'm tired of paying taxes on

18

that property.

19

20

I have no respect for Garden City.

21

Stop listening to Garden City because

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they owe \$1 million for discrimination

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right now and they ain't paid their debt

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yet. So until they pay their debt, until

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they pay their debt and let some black

people move in Garden City, they need to

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shut up.

PRESIDING OFFICER KOPEL: Meta
Mereday.

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Paul Budd.

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: We are
done with public comment on this item.
And we will now proceed to a vote on the
item. Before we do that, Legislator
Gaylor moves to close the hearing --

(Whereupon, public members
indicate they still want to be
heard.)

PRESIDING OFFICER KOPEL: We didn't
call you. You want to talk? Come on up.
Not casino.

MS. THILLET: Hi. Sorry. I don't
mean to be rude, but you did say everyone
would get a chance to be heard, and I've
been here since 1:00. Thank you very
much.

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My name is Danyell Thillet. I'm here from Queens. I was going to say good afternoon, but now I'll say good evening.

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I'm a disabled person with chronic illness and a compromised immune system. If you weren't able to automatically and accurately infer that about me, then there's no logic behind the so-called Mask Transparency Act. This bill gives law enforcement the power to determine who is and who is not wearing a mask for a medical reason. It also gives them authority to assume the intent of mask wearer and preemptively treat them like a criminal, even when no crime has actually been committed.

This bill will ultimately serve to increase the arbitrary harassment of disabled people and our allies, as we've already seen in these proceedings, and limit our ability to move about the world while keeping ourselves protected. It will require disabled people and our allies to constantly prove that we are

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disabled enough, or have a good enough reason for medical masks in settings where law enforcement daemon unnecessary based, of course, on no medical training.

My partner, who has no disabilities, wears a mask to help keep me protected. Many able bodied, healthy people mask every day to be able to stay that way and keep people they love safe. So it becomes even harder to maintain a medical exemption when it can and should extend to everyone and anyone.

This bill will also increase the arbitrary harassment of members of the LGBTQ community and people of color. They being the most likely individuals to be assumed to have ill intent based on historic and current behavior of law enforcement.

The repeated use of the word thug in this room today, a racially loaded term, goes to prove my point. The fact that officers in this room have treated the masked half differently than the other

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half also proves my point.

Additionally, this bill seeks to diminish the ability of disabled people and our allies to participate in government proceedings, further evidenced by the denial of a request for Zoom access to participate virtually for those too ill or vulnerable to attend in person.

This bill also aims to limit our legal right to protest at a time where law enforcement assumes that the only distinction between protesters and rioters is a matter of time. All people wearing a mask for Covid protection and a political demonstration are presumed to have nefarious intent.

This country has generally turned its collective back in the needs of the disabled community during the seemingly never ending pandemic. I've personally been told countless times that if I'm afraid of Covid, I should just stay home. And since Covid isn't going anywhere,

1
2 such a suggestion seems to extend to the
3 rest of my life. This bill echoes that
4 sentiment. It tells me that I am less
5 welcome in spaces like this, more
6 suspicious when practicing my civil
7 rights, and less of a citizen than those
8 who use no mitigation and cause harm to
9 the community through that passivity.

10 By the way, the air and CO2 readings
11 in this room are well into the danger
12 zone. Just thought it was worth
13 mentioning.

14 Anyway, please do the right thing,
15 vote against this bill and for the love
16 of God, mask up.

17 Thank you.

18 PRESIDING OFFICER KOPEL: All right.
19 Before we go ahead and close the hearing,
20 anyone else who wants to speak on the
21 mask law, who has not yet been heard on
22 the mask law. Richard, on the mask law,
23 nothing else. Okay, I'm not talking about
24 busses now.

25 Legislator Gaylor moves to close the

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hearing, Legislator Ferretti seconds the motion.

All those in favor of closing the hearing, please say, "Aye".

(Whereupon, all members of the Full Legislature respond in favor with, "Aye".)

PRESIDING OFFICER KOPEL: Any opposed to closing the hearing?

(Whereupon, no verbal response.)

PRESIDING OFFICER KOPEL: Okay. The hearing is closed.

I'm calling a local law to prohibit the use of a mask or facial covering for the purposes of concealing an individual's identity in a public place.

Motion by Deputy Presiding Officer McKevitt, seconded by Legislator Mazi Pilip.

Now we have a motion by, Mr. Koslow. Why don't you go ahead, please?

LEGISLATOR KOSLOW: Thank you, Presiding Officer.

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As stated earlier today, I'd like to renew my motion to table this item for purposes of discussing with both sides of the table to try and resolve this.

LEGISLATOR DRUCKER: I second the motion.

PRESIDING OFFICER KOPEL: And it is seconded.

Now, as I mentioned a little bit earlier, a motion to table does not have debate. So therefore all those in favor of the motion to table please say, "Aye".

MINORITY LEADER DERIGGI-WHITTON:
Aye.

LEGISLATOR BYNOE: Aye.

LEGISLATOR SOLAGES: Aye.

LEGISLATOR KOSLOW: Aye.

LEGISLATOR MULE: Aye.

LEGISLATOR DAVIS: Aye.

LEGISLATOR DRUCKER: Aye.

PRESIDING OFFICER KOPEL: All right.
So that's all seven.

Those opposed?

PRESIDING OFFICER KOPEL: No.

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LEGISLATOR MULLANEY: No.

LEGISLATOR GIUFFRE: No.

LEGISLATOR STRAUSS: No.

LEGISLATOR PILIP: No.

LEGISLATOR GIANGREGORIO: No.

LEGISLATOR GAYLOR: No.

LEGISLATOR FERRETTI: No.

LEGISLATOR WALKER: No.

LEGISLATOR GOETZ: No.

LEGISLATOR KENNEDY: No.

LEGISLATOR MCKEVITT: No.

PRESIDING OFFICER KOPEL: The motion
is defeated 12 to 7.

Amendment in the nature of the
substitution. The amendment, by the way,
just for your information, is what I
discussed earlier when I made my initial
statement and that is the changes that
were made in the initial filing to
accommodate, we believe, some of the
views of the Minority.

Moved by Legislator Pilip, seconded
by Legislator Gaylor, the amendment. And
we're voting on the amendment only now.

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And those in favor of the amendment
please say, "Aye".

PRESIDING OFFICER KOPEL: Aye.

LEGISLATOR MULLANEY: Aye.

LEGISLATOR GIUFFRE: Aye.

LEGISLATOR PILIP: Aye.

LEGISLATOR GIANGREGORIO: Aye.

LEGISLATOR MCKEVITT: Aye.

LEGISLATOR GAYLOR: Aye.

LEGISLATOR FERRETTI: Aye.

LEGISLATOR WALKER: Aye.

LEGISLATOR GOETZ: Aye.

LEGISLATOR KENNEDY: Aye.

LEGISLATOR STRAUSS: Aye.

PRESIDING OFFICER KOPEL: Any
opposed?

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Those
abstaining.

LEGISLATOR BYNOE: Aye.

LEGISLATOR SOLAGES: Aye.

LEGISLATOR KOSLOW: Aye.

LEGISLATOR MULE: Aye.

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LEGISLATOR DAVIS: Aye.

MINORITY LEADER DERIGGI-WHITTON:

Aye.

LEGISLATOR DRUCKER: Aye.

The amendment passes 12-0-7.

Now, a motion on the item, as amended -- all those in favor of the item as amended.

PRESIDING OFFICER KOPEL: Aye.

LEGISLATOR MULLANEY: Aye.

LEGISLATOR GIUFFRE: Aye.

LEGISLATOR PILIP: Aye.

LEGISLATOR GIANGREGORIO: Aye.

LEGISLATOR MCKEVITT: Aye.

LEGISLATOR GAYLOR: Aye.

LEGISLATOR FERRETTI: Aye.

LEGISLATOR WALKER: Aye.

LEGISLATOR GOETZ: Aye.

LEGISLATOR KENNEDY: Aye.

LEGISLATOR STRAUSS: Aye.

PRESIDING OFFICER KOPEL: Any

opposed?

(Whereupon, no verbal response.)

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PRESIDING OFFICER KOPEL: Those abstaining.

LEGISLATOR DRUCKER: Presiding Officer, I just want to make one quick statement that will reflect the vote of the caucus, our caucus here.

PRESIDING OFFICER KOPEL: Do you want to vote and then make the statement?

LEGISLATOR DRUCKER: Can I make it first?

PRESIDING OFFICER KOPEL: Make it first.

LEGISLATOR DRUCKER: Okay. Thank you. The majority has conceded that our alternative bill quite possibly augments and enhances the amended bill. And, you know, one that is entitled us -- they have admitted, that we as the Legislative Body is directed to pump the brakes and make sure that what we are in a rush to do is not fraught with problems that will lead to protracted legal challenges and cost our taxpayers thousands of dollars. This is not the way to govern. We will be

1
2 abdicating our obligations by simply
3 rubber stamping this bill. We owe the
4 taxpayers that much. Let's take our time.

5 For that reason, we are abstaining
6 because we will take the Majority Leader
7 at his word that he will consider our
8 alternative bill and give it the
9 consideration it deserves and the Nassau
10 residents are entitled to.

11 PRESIDING OFFICER KOPEL: All right.
12 Are you all abstaining?

13 (Whereupon, confirmed.)

14 PRESIDING OFFICER KOPEL: So it's
15 12-0-7. And let me just say, for the
16 record, before we leave the matter is
17 that. Yes, I did say we would consider
18 that, but I don't believe anyone here
19 conceded that it is improvement. We would
20 look at it. And we took your word for it
21 that it's an improvement. I haven't had a
22 chance to read it yet. It was only filed
23 today. So I don't really know. And we
24 don't have to pass it to know what's in
25 it.

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MINORITY LEADER DERIGGI-WHITTON:

Can I just suggest that if it does get overturned, that we sit down together and go over this in a way that would be illegal?

PRESIDING OFFICER KOPEL: Sure. Of course.

MINORITY LEADER DERIGGI-WHITTON:

Because I totally anticipate that. And I think that it would be a good time for us to really go through that.

PRESIDING OFFICER KOPEL: That will be just fine. Absolutely. If it should happen.

MINORITY LEADER DERIGGI-WHITTON:

I'm pretty sure it will.

MINORITY LEADER DERIGGI-WHITTON:

All right. Thank you everyone.

The item passes by a vote of 12-0-7.

All those who stayed all this time.

Thank you. Those who are disappointed, understand this is how democracy works.

(Whereupon, recess.)

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PRESIDING OFFICER KOPEL: We have a few items. To call now. Yes. We're going to start out, Legislator Giuffre had something that he needed to put on the record regarding his earlier point of privilege.

LEGISLATOR GIUFFRE: Just as a matter of record, I want to acknowledge which I was supposed to do earlier. My constituents, who brought Mr. Quinonez to my attention. And that would be the Mayor and Board of Trustees of the Village of Garden City who were present here, and one who was not, Trustee Tai, who was not here today, but, wanted to be here. So I want to acknowledge them and thank them for bringing Mr. Quinonez to our attention. Thank you.

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PRESIDING OFFICER KOPEL: We'll start out with Ordinance 28, which is an ordinance making certain determinations pursuant to the State Environmental Quality Review Act and the SEQRA implementing regulations with respect to an agreement of lease by and between the County of Nassau and LVS NY HoldCo2, LLC, as tenant, in connection with the leasing of the Nassau County Veterans Memorial Coliseum property in Uniondale, Hempstead, County and Nassau, state of New York, Section 44, Block F, Lots 351, 411, 412 and 415, and to, among other things, facilitate development of the Sands New York Integrated Resort on such property.

Motion by Deputy Presiding Officer McKevitt, seconded by Legislator Mule.

Now we have an amendment in the nature of a substitution, which updates the item to provide additional information regarding scoping and the

1
2 positive declarations documents,
3 specifically. The public scoping meeting
4 will be held on Monday, September 9th at
5 5 p.m. in this Chamber. The written
6 comment period on the draft scope, which
7 must be submitted by LVS, will remain
8 open until September 19th. The draft
9 scope will be posted online within five
10 days after the Legislature's receipt of
11 it.

12 Motion on the amendment is by
13 Legislator Ferretti and seconded by
14 Legislator Bynoe.

15 We're going to vote on the amendment
16 only at this point. All those in favor of
17 the amendment, please say, "Aye".

18 (Whereupon, all members of
19 the Full Nassau County
20 Legislature respond in favor
21 with, "Aye".)

22 PRESIDING OFFICER KOPEL: Opposed?

23 (Whereupon, no verbal
24 response.)

25 PRESIDING OFFICER KOPEL: Okay. That

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item passes unanimously.

Now we'll go to Ordinance 29, which makes certain determinations pursuant to the State Environmental Quality Review Act and the SEQRA implementing regulation with respect to an agreement of lease by and between County of Nassau, as landlord, and LVS NY HoldCo2, LLC, as tenant, in connection with the leasing of the Nassau County Veterans Memorial Coliseum property located in Uniondale, to allow the use, occupancy, operation, maintenance and security of the existing Coliseum property, and authorizing the County Executive of the County of Nassau to execute a lease and all other pertinent documents, and to take other actions to consummate the aforesaid agreement of lease.

Motion by Legislator Giuffre,
seconded by Legislator Koslow.

Now there's an amendment. Once again, the nature of a substitution, which updates Appendix A to include the

1
2 approved and signed Planning Commission
3 Resolution.

4 Motion on the amendment by
5 Legislator Mullaney, and seconded by
6 Minority Leader Delia DeRiggi-Whitton.

7 Now, vote on the amendment only. All
8 those in favor of the amendment please
9 say, "Aye".

10 (Whereupon, all members of
11 the Full Nassau County
12 Legislature respond in favor
13 with, "Aye".)

14 PRESIDING OFFICER KOPEL: Opposed?

15 (Whereupon, no verbal
16 response.)

17 PRESIDING OFFICER KOPEL: That item,
18 the amendment, is unanimous.

19 Now we have a presentation from the
20 Administration on these items. Mr. Meyer,
21 you're up.

22 MR. MEYER: Thank you very much,
23 Presiding Officer. You've earned your
24 money today, that's for sure, this Body
25 has. Appreciate it very much.

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Our numbers that we have for our presentation are 172 of 24 and 173 of 24. So now they are 28 and 29; is that my understanding?

PRESIDING OFFICER KOPEL: Those are the ordinance numbers, not the item numbers.

MR. MEYER: Okay. Great.

My name is Josh Meyer, partner at West Group Law, outside counsel for the County on the negotiation of these two leases. Our address is 81 Main Street, White Plains, New York, 10601.

So this evening, I'm here to provide you with an overview of the ordinances before you today, both of which involve the Nassau Coliseum site, as well as an overview of the State Environmental Quality Review Act and a description of each of the steps in the environmental review process that will be conducted by the County Legislature for each of the ordinances.

As a brief overview of the Long Term

1
2 Lease, 172 of 24, this is a proposed
3 lease that would permit LVS to perform
4 operation, maintenance, repair,
5 management and security responsibilities
6 for the Coliseum and surrounding
7 premises. It would also allow them to
8 redevelop the Coliseum and surrounding
9 premises, which may include a casino,
10 hotel and other uses.

11 This ordinance provides for certain
12 determinations to be made in accordance
13 with the State Environmental Quality
14 Review Act, otherwise known as SEQRA, and
15 begin the environmental review process.
16 Importantly, this ordinance does not
17 authorize the County Executive to execute
18 the lease.

19 Ordinance 173 of 24, which we refer
20 to as the Operational Lease, will permit
21 LVS to perform operation, maintenance,
22 repair, management and security
23 responsibilities at the Coliseum and the
24 surrounding premises. Importantly, this
25 lease does not authorize any development

1
2 or redevelopment on the site, nor does it
3 authorize the operation of a casino. This
4 ordinance also provides for certain
5 determinations to be made in accordance
6 with SEQRA, and authorizes the County
7 Executive to execute this lease.

8 So if I can begin with 173 of 24,
9 the Operational Lease. Again, this will
10 allow LVS to assume sole responsibility
11 for the security condition, operation,
12 maintenance, repair and management of the
13 Coliseum and the surrounding premises.
14 The term is an initial term of 27 years,
15 with three additional terms of five years
16 each. The term of the lease with the
17 prior tenant was for 34 years, with three
18 five year renewals. That was entered into
19 in 2017, so seven years have elapsed on
20 that lease, and so that's why this lease,
21 which is effectively a continuation of
22 that term, is for 27 years. Under the
23 terms of this lease, LVS cannot renovate
24 or expand the Coliseum, and the lease
25 explicitly provides that it does not

1
2 authorize any development or
3 redevelopment of the site in any manner.

4 During the first two lease years,
5 LVS is required to keep the Coliseum open
6 and operating, required to use
7 commercially reasonable efforts to cause
8 the Coliseum to have programming and/or
9 events reasonably consistent with past
10 practice.

11 Beginning with the third lease year,
12 the tenant has the right to cease the
13 ongoing operation of the Coliseum and go
14 dark.

15 LVS has the right to sublet the
16 premises, or assign the lease and enter
17 into no more than five severance leases
18 for portions of the premises.

19 For each of the first three lease
20 years, LVS will pay the County a
21 nonrefundable annual payment in the
22 amount of \$10 million. In the event that
23 they terminate the lease prior to the
24 last day of the third lease year, the
25 County may immediately accelerate LVS'

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payment obligations for the remainder of the first three lease years.

LVS will pay rent to the County in the amount of \$1 per year for the first three lease years, and \$5 million per year thereafter, as escalated.

LVS will also pay a nonrefundable one time fixed payment to the County for the tenant's use and occupancy of the premises in the amount of \$1 million.

LVS will also pay the County \$900,000 per year for the County's provision of exterior police and security at the site.

The approval process for the Operational Lease was as follows:

On June 18th, there was an OSPAC meeting where the project was introduced to them;

On June 20th, 2024, the Planning Commission held a public hearing on the lease;

On July 10th, OSPAC reviewed the hearing transcript and determined that

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2 the proposal had no impact on County open
3 space or parks or any areas of cultural,
4 archeological habitat, or historic, or of
5 an otherwise environmentally sensitive
6 nature. It was recommended that the
7 Planning Commission recommend the
8 proposal to the Legislature without
9 condition;

10 On July 18th, the Planning
11 Commission recommended that this Body
12 determined that the project will not have
13 a significant adverse impact on the
14 environment, that they should complete
15 the review of the proposed action under
16 SEQRA by issuing a negative declaration
17 and approve the proposal without
18 condition;

19 On July 22nd, this ordinance was
20 presented to the Rules Committee and
21 forwarded to the Full Legislature;

22 At today's meeting, pursuant to this
23 ordinance, the Legislature is considering
24 designating itself as Lead Agency,
25 classifying the proposed action as an

1
2 unlisted action, issuing a negative
3 declaration, which is a determination
4 that the proposed action will have no
5 significant adverse environmental
6 impacts, and authorizing the County
7 Executive to execute the proposed lease.

8 So, on the Long Term Lease Ordinance
9 172 of 24, the County is considering
10 entering into this Long Term Lease with
11 LVS New York HoldCo2, LLC, the same
12 entity under the Operational Lease, for
13 the Coliseum and the surrounding
14 premises.

15 The proposed lease would permit LVS
16 to perform operation, maintenance,
17 repair, management and security
18 responsibilities for the Coliseum and the
19 surrounding premises. They can redevelop
20 the Coliseum and surrounding premises,
21 which may include a casino, hotel and
22 other uses.

23 Pursuant to the ordinance, the
24 County Legislature intends to, as part of
25 the required SEQRA review of the proposed

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2 action, designate itself as Lead Agency
3 for the SEQRA review, classify the
4 proposed action under the SEQRA
5 implementing regulations, and make a
6 determination of environmental
7 significance for the proposed action.

8 Ordinance 172 of 24 does not
9 authorize the County Executive to execute
10 the lease. That will not occur until the
11 environmental review process concludes,
12 which is anticipated to occur in the
13 second quarter of 2025.

14 Pursuant to the term sheet for the
15 Long Term Lease, the term would be for 99
16 years. LVS will have the ability to
17 utilize existing improvements on the site
18 as follows:

19 Use and operate the Coliseum in a
20 manner consistent with the pre effective
21 date use and operation;

22 Cease ongoing operations and go
23 dark;

24 Renovate, repurpose or redevelop the
25 Coliseum to be operated for public

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entertainment and/or recreation or as a conference facility, hotel gaming and/or parimutuel wagering and/or lottery venue, or entertainment venue;

They can demolish the Coliseum and/or use the Coliseum for any other lawful purposes related to the foregoing.

Pursuant to the terms sheet, LVS will have the ability to develop the following permitted uses for new improvements on the site:

Public entertainment and/or recreation;

A conference facility, hotel, gaming and/or parimutuel wagering and/or lottery venue or entertainment venue;

Hospital and/or medical uses;

Class A office space;

Residential development and use, and other related business or commercial purposes;

In the event, LVS is awarded a license for the casino, it will pursue a development in accordance with the terms

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of the license and the final application.
If a license is not awarded to LVS, it will pursue the development of a mixed use complex with a hotel branded as a Ritz-Carlton, St. Regis or other reasonably equivalent branded hotel up to 500 residences, an entertainment venue containing at least 3600 seats, and any other lawful use;

There will be an annual rent of \$5 million, which will increase to \$10 million upon the commencement of casino operation;

The County will also receive an annual public safety payment of \$900,000, which will increase to \$1.8 million upon the commencement of the casino operation;

The tenant will pay the County a minimum amount of \$25 million for the gaming tax revenue guarantee, which will increase to \$50 million;

The tenant will also fund a Community Benefits Program with no less than \$2 million annually commencing on

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the opening of the casino, which will increase to \$4 million annually during the term;

The County anticipates receiving General Municipal Law Section 239-F fees of no less than \$8.75 million.

Some additional provisions in the lease are:

Union labor. The existing improvements will continue to be operated using union labor;

There will be a Project Labor Agreement that LVS will be required to enter into with the Building and Construction Trades Council of Nassau and Suffolk Counties, AFL-CIO, and its constituent local unions;

There will be the Community Benefits Program, designed to ensure that LVS helps address the needs of the surrounding area;

LVS will be required to construct, at its expense, the core and shell of a freestanding police substation of

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approximately 1500 square feet.

And with that, I'll turn it over to my colleague John Wagner, who will discuss the SEQRA environmental review process.

MR. WAGNER: Good evening. My name is John Wagner. I'm an attorney with the firm Certilman, Balin, Adler & Hyman, offices at 100 Motor Parkway, Hauppauge, New York.

I'm going to just focus on the SEQRA aspects of what we're doing tonight. As some of you may be aware, the SEQRA review process for both re-releases has already commenced, on July 2nd, specifically, because there are multiple involved agencies for both of these re-releases. Coordination letters were sent out to all involved agencies with appropriate materials accompanying those letters. The purpose of the coordination letter was to determine if any of the involved agencies desire to serve as Lead Agency for SEQRA purposes, which would

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give them responsibility for the SEQRA process.

It was also indicated in that coordination letter that the County Legislature intended to designate itself as SEQRA Lead Agency, and thus conduct the SEQRA process for both of these leases.

The period for the involved agencies to respond to that letter by expressing interest in becoming Lead Agency has now expired, and as a result, the Legislature is now free to go ahead and designate lead agency.

Talking about each of the specific ordinances; 172-24, this is the one that refers to the so-called Long Term or Integrated Resort Lease. This particular ordinance that you have in front of you, gives you the ability to declare the Legislature as Lead Agency. You can do that tonight, for the proposed action.

Furthermore, you can classify the proposed action under SEQRA, which is

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another responsibility you have. You would classify it as either a Type I, Type II or unlisted action. Those are the three categories for SEQRA actions.

The third thing you would want to do is issue a determination of environmental significance. These are the three things that you can do for each of the leases tonight.

So, what a determination of environmental significance is, is basically a determination whether or not the proposed action in that particular re-lease has the potential for at least one significant adverse environmental impact. If it doesn't have any significant potential environmental impact, you would be issuing a negative declaration. If it may have one or more significant adverse impacts, then you would issue a positive declaration, and I'll explain what that means later.

The second ordinance we're considering tonight 173-24 is for the

1
2 Operational Lease. Again, you have that
3 ability to declare the Legislature as
4 Lead Agency tonight to classify the
5 action under SEQRA as Type I, Type II, or
6 unlisted, and to also issue your
7 determination of environmental
8 significance; negative declaration or
9 positive declaration.

10 Now, that's what you can do. You'll
11 find when you review these ordinances
12 that the possibility is certainly there,
13 to declare yourselves Lead Agency, and it
14 provides that in each of the draft
15 ordinances that are presented for both of
16 the proposed actions.

17 In addition, with respect to
18 classification of the proposed actions,
19 one of the ordinances recommends that the
20 Operational Lease be declared an unlisted
21 action, which means that it's subject to
22 SEQRA review, but it's more likely than
23 not to require an environmental impact
24 statement.

25 For the second Long Term Lease, the

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2 ordinances provide for you to classify
3 that one as a Type I action. The reason
4 for that is that there are certain
5 thresholds and the SEQRA regulations that
6 that make certain actions that the DEC
7 has designated to possibly have a more
8 likely impact on the environment and,
9 therefore, to require, more likely, an
10 environmental impact statement.

11 So given the fact that the Long Term
12 Lease includes a substantial potential
13 development of the property,
14 redevelopment of the property, whereas
15 the Operational Lease does not allow
16 that, in the case of the Long Term Lease,
17 the ordinance is proposed to classify
18 that one as a Type I action, which again,
19 it means that it's more likely than not
20 to require an environmental impact
21 statement.

22 Now, with respect to the ordinance
23 that has to do with the Operational
24 Lease, you would be then proceeding to
25 issue a determination of environmental

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significance. That, as I said, is either a negative declaration or positive declaration. Now, based upon the review of the proposed lease, which is already available for your review, and the environmental assessment forms that have been prepared for that proposed action, the ordinance recommends that a negative declaration be issued for that. And the primary reason for that is that the lease expressly does not allow for any development or redevelopment of the site. It just allows for the ongoing maintenance and security and upkeep of the Coliseum building as it exists today.

With respect to the Long Term Lease, the ordinances provide for you to adopt a positive declaration. And the reason for that is that the environmental assessment form materials and the terms of the lease -- the lease terms that are before you -- indicate that there's potential significant impacts resulting from proposed future development under that

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2 lease. That could include the casino, it
3 could include other alternative
4 development. But you're going to have to
5 evaluate each of those potential impacts.

6 Now, as Josh mentioned earlier, if
7 you issue a negative declaration tonight
8 for the Operational Lease, as the
9 ordinances proposed, you're then free to
10 go ahead. SEQRA is effectively done at
11 that point, the issuance of a negative
12 declaration terminates the SEQRA process
13 for the Operational Lease. You are then
14 free to go ahead and authorize the County
15 Executive to execute that lease, and the
16 ordinance does provide that.

17 With respect to the Long Term Lease,
18 what the positive declaration will do,
19 which is encompassed in the proposed
20 ordinance, is it will initiate an
21 environmental impact statement process,
22 which is going to go on for a while. The
23 purpose of that is to assess the
24 potentially significant adverse
25 environmental impacts that can result

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from that lease and the future development that's proposed in that lease or contemplated in that lease.

So just to give you a quick summary of what that will involve in the positive declaration, which is on the table and is there for your consideration, among other things, the positive declaration includes specifics of what we call a scoping meeting. That's the first step down the road toward the environmental impact statement. The scoping meeting is to be scheduled for September 9th, and it provides the public an opportunity to make their thoughts known with respect to the content of the environmental impact statement that will be generated. Before that scoping meeting takes place, LVS Sands, is going to propose a draft scope, which is typical. An Applicant usually submits a draft scope.

The purpose of the scoping meeting is to give the public an opportunity to review the draft scope for a few days,

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2 and then come in and make their opinions
3 known as to whether they agree with the
4 draft scope being comprehensive and
5 complete, or they have additional things
6 they'd like to add or even say there are
7 some things that shouldn't be in the
8 scope, but they get to comment on it.

9 The next process after that is that
10 the Legislature and its consultants will
11 consider the comments that are received,
12 and they will be received not only at the
13 scoping meeting, but there will also be
14 an additional period of ten days after
15 the meeting for people to submit written
16 comments. All of those comments, both at
17 the meeting and also as received in
18 written form, will then be taken into
19 account and a final scope will be
20 prepared. That is the start of the real
21 EIS process, because that provides the
22 table of contents for what must be in the
23 DEIS document for that document
24 ultimately to be complete. So that's the
25 first step that's coming up very soon.

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Once the scoping process is done and a final scope has been issued, the Applicant will basically get to work on preparing a Draft Environmental Impact Statement, DEIS, which is going to have to examine each of the potentially significant impacts that have already been identified in the positive declaration that will be issued today. Once that's done, it's submitted to your consultants to review.

The next step is that this Legislature and its consultants must determine that the Draft Environmental Impact Statement, DEIS, contains sufficient information on each of the areas to be examined as to be complete and ready for public review. It is a process that goes back and forth where it's reviewed and only when you are satisfied that there's enough information in there to put it before the public, do you make a determination that the DEIS is complete and adequate for public review.

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Once that happens, there is a process for the public again, just like they did with the scope, the public has an opportunity to review and to comment upon the DEIS that will typically be by means of a DEIS hearing that will take place. The public has an opportunity to come in and speak their piece about the DEIS, based upon their own review of the DEIS.

After those comments are received and a transcript of the comments from the hearing is prepared and all written comments are compiled that come in, they will be provided to the Applicant and a final environmental impact statement is prepared; it's called an FEIS. What that is is, it incorporates the Draft Environmental Impact Statement, and it also includes responses to all of the substantive questions and comments that have been raised during the hearing process on the DEIS.

The FEIS will then be adopted or

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2 issued by the Legislature. After that,
3 there'll be a period of time as what we
4 call a public consideration period, a
5 brief public consideration period for the
6 public to consider the FEIS and all the
7 answers that are given therein.

8 And then the final step of the
9 process is, the Legislature will be in a
10 position to issue what's called the
11 Findings Statement, which is the
12 culmination of the EIS process. In that
13 statement, there will be very specific
14 findings as to each of the identified
15 potentially significant impacts and how
16 the Applicant is going to mitigate them,
17 if possible, or eliminate them, if
18 needed, and will also include any
19 conditions that might have to be imposed
20 to ensure that the proposed project will
21 be the least obtrusive when it comes to
22 environmental impacts. That Findings
23 Statement also has to be adopted by the
24 Legislature at the end of the day. When
25 that is issued, that will complete the

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responsibilities of the Legislature with respect to the SEQRA process. There will be other agencies, obviously, beyond the Legislature -- Oh, just one other thing. Once that Findings Statement is issued, the Legislature will be in a position then, and only then, to authorize the execution of the Long Term Lease. Until then, we have to go through the process. We have to thoroughly review the impacts. It's going to take a while to do that.

When this Board issues its Findings Statement, there are, obviously, as you as you're aware, there are other agencies involved besides the Legislature. For example, there's going to have to be zoning approvals issued by the Town of Hempstead, because that's the jurisdiction that the project lies within. The Town of Hempstead will have to issue approvals too. There are several involved agencies and each of those involved agencies before they issue their own approvals, have to issue their own

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separate Findings Statement. That's what they have to do as far as SEQRA goes. Typically, they will use your Findings Statement and go from there. They may just adopt it verbatim or they may add to it. But that's the process to get all the approvals in place for this project at the end of the day, not only your approvals, but the approvals of the other involved agencies.

So that's the whole process. If you have any questions, I'll be happy to address them.

PRESIDING OFFICER KOPEL: Any questions? Legislator Ferretti.

LEGISLATOR FERRETTI: Thank you, gentlemen, for your presentation. It is very informative. It sounds to me like -- correct me if I'm wrong -- the process that we're about to proceed with is essentially exactly what the Court ordered us to do, correct?

MR. WAGNER: Yes. The Court has directed not only that and other

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environmental review be done, but has directed basically the Legislature to do the review. It's not something that we typically do, but the Court has directed us to be the SEQRA big gun on this one.

LEGISLATOR FERRETTI: Understood. I did see when looking through the slips of those who are going to be speaking today, that there are representatives from Hofstra University that are here, planning on speaking, and I would hope that they would certainly address the fact that we are proceeding exactly how the Court ordered us to do that. We're conducting a transparent environmental review before making a decision. Hopefully, they will address that and they will also indicate whether or not they are for this 27 year lease. And quite frankly, if they're not, are they looking to litigate the lease, which provides no rights for the Sands to develop anything but would put all the workers that are currently employed there

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out of work. And lastly, if they speak, I hope to hear what their plans for economic development are at the Hub.

LEGISLATOR GIUFFRE: Thank you, Mr. Presiding Officer.

Thank you for your presentation. I have a few questions that I realize were addressed in the Rules Committee, but this is the Full Legislature.

So my question is, the SEQRA process that began with the Town of Hempstead in January, that was with the Town as Lead Agency. Will that work be used in this process or are we starting over again?

MR. WAGNER: I'm sure that we will be reviewing whatever the Town has already reviewed. We do have to go through the process ourselves. That's one of the fundamental things with SEQRA, is that the Lead Agency is responsible for administering the process and cannot delegate that responsibility. It must take it on itself, and certainly you can

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use whatever information is out there to inform yourselves throughout the process. And I would expect that we and our consultants will certainly review studies and other analyses that were done as part of the Town's review process, some of which may still be valid.

LEGISLATOR GIUFFRE: But the process basically has to begin anew with us, the Legislature, as the Lead Agency?

MR. WAGNER: That's correct. Yes. We've reset the clock on that. So you're starting from scratch.

LEGISLATOR GIUFFRE: All right. You already went through the timeline. Who's paying the cost of the SEQRA process, which includes any costs for consultants?

MR. WAGNER: The SEQRA process, as is typical, will be paid for by the Applicant. This is typical because most municipalities have what we call pass through legislation, which provides that the Applicant must bear the costs of the reviewing agency throughout the process.

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LEGISLATOR GIUFFRE: And during the SEQRA process, the timeline that you outlined, is it fair to say that there'll be public notice? Residents will be given notice of various hearings and opportunities to participate and comment?

MR. WAGNER: Yes. We have very specific rules that we have to operate under SEQRA. There are all kinds of notice requirements. Just to give you one example, when we finally reached a determination that the DEIS is complete and adequate for public review, we have to provide notice of a public hearing on that; there's a timeframe for doing that. But the public is notified all along the way. And as I say, they have multiple opportunities to come forward and have their opinions heard and considered.

LEGISLATOR GIUFFRE: Thank you.

PRESIDING OFFICER KOPEL: Okay.

We'll go straight to the public comment section. All right. We'll start off with Matty Aracich.

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Matty, good to see you again.

MR. ARACICH: Good evening, Mr. Presiding Officer, members of the Legislature. Joining me are two members of ASM, which are actually the people who are working at the Coliseum.

The Building Trades and Labor stands in support of the SEQRA and the continuation of the lease that goes to Sands. The reason is both of these individuals will go ahead and work there. Behind me are those that are looking to support Sands, those that know that the economic development in this county is the thing that will drive the county into the future.

Look, we have to look at this objectively, we understand. But we look at something different. The Building Trades model is something completely on its own, which means we try to make projects, we try to make sure they're high class jobs with high class wages, with the same with benefits, a retirement

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job, security. That's what provided to these individuals here. If we didn't go ahead and move that lease forward, these people would be out of a job. And it's not just a job, it's a career, a career they spent many years on having. Four hundred people would have those careers. What do we do to replace them? Just to swipe and it's gone. That's an unconscionable action.

I look at this with a different position. In Nassau County, there were four parcels of land which didn't generate any income for the County. Number one Belmont; look what it's doing now. Number two, you look at Long Beach, which is a superblock; look what it's doing now. Three, Cerro Wire; look what it's doing now. And then this one will be the cream of the crop, because this one is going to generate more income than all of them. That's what's important. Getting people from the disadvantaged community into these jobs. Make it so

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everybody has an opportunity, not just some. Making sure that those people who want a job can have a job. Those people that want to have a career can have a career. They can retire here. And this is going to be something that, aside from the 8500 jobs that some of the projects are going to create, that's why it's important to move this lease forward. It's imperative to make sure that you have a fiscal responsibility for the County.

We're looking at turmoil, what's happening right now both in the world and the United States' finances. This is something where a company has come in, moved with the community, moved with the people in the community, the faith groups, the MBE, the WMBEs, the SDVOB, all of these people who want to have this opportunity to want to live home, to want to not have to travel into the City or farther east.

Look, it's imperative that all the

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2 things we do, we do together. Together is
3 the only way we make it here. I've said
4 before, it's unconscionable if someone
5 makes a move to go ahead and stop this
6 because it's a vote against labor. At the
7 last committee meeting, you heard
8 opposition for Sands, and I said, if
9 there were 400 professors that were going
10 out of work, I'd fight for them too. And
11 the only vote against this was from your
12 minority leader, and that's
13 unconscionable.

14 MR. STANTON: For the record, the
15 rest of us respect your time. We won't be
16 speaking. Thank you for your service.

17 MR. ARACICH: Thank you very much.

18 PRESIDING OFFICER KOPEL: Carline
19 Reimers.

20 (Whereupon, no verbal
21 response.)

22 PRESIDING OFFICER KOPEL: Patrick
23 Dowden.

24 (Whereupon, no verbal
25 response.)

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PRESIDING OFFICER KOPEL: Brian
Nigro.

(Whereupon, states for
Sands, declines to speak.)

PRESIDING OFFICER KOPEL: Halima
Owens.

(Whereupon, states for
Sands, declines to speak.)

PRESIDING OFFICER KOPEL: That
works. Thank you.

Robert Wilson.

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Deborah
Izzo.

(Whereupon, states for
Sands, declines to speak.)

PRESIDING OFFICER KOPEL: Thank you.
Diane Motherway.

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Julie
Cody.

(Whereupon, no verbal

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response.)

PRESIDING OFFICER KOPEL: Ed Carr.

(Whereupon, states for
Sands, declines to speak.)

PRESIDING OFFICER KOPEL: Ida
Palmeri.

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Ray Goger.

(Whereupon, states for
Sands, declines to speak.)

PRESIDING OFFICER KOPEL: Thank you.
Chris Jacobs.

MR. JACOBS: Thank you. Good
evening. Chris Jacobs, local Uniondale
resident. Hi.

As a Uniondale resident, I have many
questions and concerns regarding the
SEQRA review and lease transfer in
relation to the Nassau Coliseum site.

As stated before, Uniondale, along
with Hempstead, Roosevelt, New Cassel,
and Freeport have all been identified by
the New York State Department of

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2 Environmental Conservation as
3 disadvantaged communities. The New York
4 State DEC has concluded that these
5 communities are burdened with an
6 excessive amount of air pollution,
7 primarily caused by high vehicle traffic,
8 leading to higher than normal asthma and
9 respiratory illness rates among youths
10 aged 0 to 17 years old who reside in
11 these communities.

12 Nassau County is burdened with daily
13 gridlock due to inadequate road networks,
14 substandard public transit options, and
15 restrictive highways. Many areas,
16 including Nassau Coliseum site, have been
17 labeled transit deserts due to the sparse
18 public transit options, making it
19 mandatory to commute to and from these
20 locations primarily by personal vehicle.

21 The closest highway to the Coliseum
22 site is the Meadowbrook Parkway, which
23 prohibits commercial vehicles, including
24 large trucks and busses, from traveling
25 on them. The result is all trucks and

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2 busses traveling to and from the Coliseum
3 site must utilize our smaller local
4 roads, which traverse through our
5 residential communities, adding to our
6 already overburdened roads. It is
7 projected that this proposed project
8 would add 30,000 plus vehicles daily to
9 our roadways.

10 Finally, Uniondale is still awaiting
11 its two public town hall meetings hosted
12 by elected officials, as required by the
13 New York State Gaming Commission. To
14 date, Uniondale has had zero public town
15 hall meetings with residents to inform
16 and answer questions regarding this large
17 scale proposal to potentially be in place
18 in our community.

19 A question I have that has yet to be
20 answered is, how does adding 30,000 plus
21 more vehicles daily to overcrowded roads
22 mitigate our air pollution crisis,
23 particularly in identified disadvantaged
24 communities, as well as alleviate our
25 daily gridlock burning plaguing Nassau

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County?

Have a great evening.

PRESIDING OFFICER KOPEL: Thank you.
Richard Catalano.

MR. CATALANO: There are ten members
of this Legislature who are attorneys,
and I would like to address you. You have
a special responsibility to uphold our
laws.

Last year, this Legislature approved
the lease with Sands that despite
numerous statements from us, the
opposition, that it required
environmental review, you went forward
and did it anyway, and, obviously, the
courts agreed with us.

Unfortunately, the County is
starting over with a new lease agreement
that also will not survive a court
challenge. There are a number of reasons
for it:

The lease agreement is for 42 years,
rather than a much shorter period, if the
sole objective was to save union jobs for

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at least two years;

The payments for the first three years are referred to as transition payments. Obviously, it's transitioning to a casino lease to anybody who reads the lease;

The amount of the transition payments don't make economic sense if you read the lease. You cannot sign a lease if you don't understand the underlying economics, it's Law 101;

LVS also has the ability to transfer the lease without the approval of the County for 42 years. You're giving them control of the property for 42 years;

They can make it go dark in two years and let it be abandoned for ten years until maybe there's another referendum to build another casino.

Clearly, Las Vegas Sands believes that this lease will not survive a court challenge. They recently launched a very offensive PR campaign against Hofstra University, a Long Island institution

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since 1935, an institution that has enriched the lives of hundreds of thousands of Long Islanders, including Legislators Bynoe, McKevitt, Ferretti, Davis, Gaylor and our favorite one, DeRiggi-Whitton, including myself, who attended Hofstra in 1982.

Newsday just reported that it's going to be a six figure digital ad campaign attacking Hofstra. It is absolutely the height of hypocrisy for this corporation that's been lobbying all of you to knock down the Coliseum, and eliminate the 400 jobs. Now they want to blame Hofstra for the problem; it's obscene.

I only ask, as attorneys, that the ten of you must maintain the integrity and the competence of our legal system. None of you should be voting for a lease that is probably going to be determined to be illegal.

And finally, I'll leave you with one thought. Don't just stand by and let this

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out-of-state casino company attack our local university, Hofstra. It's unfair. It's inappropriate. And none of you who stood up for that university.

And don't let them divide us. They want to divide us. They want to pit union construction workers against us concerned residents. That's wrong. We are all here to maintain the quality of life in Long Island and make Nassau County better for future generations. They have come here for one reason: To increase their bottom line by hundreds of millions of dollars. And they'll do that by taking out \$2 billion a year in gambling losses. This is bigger than taxes and jobs, guys. You have to hold town halls with your constituents. You have to listen to the big picture. Let's move forward.

Thank you for listening.

PRESIDING OFFICER KOPEL: Thank you.
Terry Coniglio.

MS. CONIGLIO: My name is Terry Coniglio and I'm speaking on behalf of

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Hofstra University.

The proposed lease agreement between Nassau County and Las Vegas Sands for the operation of the Nassau Coliseum, the Operating Lease, must be viewed in tandem with the terms sheet for the second lease for the casino development of the Coliseum site, the Casino Lease. These two leases work together to benefit Las Vegas Sands at the expense of Nassau County residents, current and future. To review and process them separately is segmentation and goes against the New York Supreme Court decision from last November.

Las Vegas Sands has been operating the Coliseum property since November of 2023. As Hofstra stated previously, we appreciate and support the ongoing operation of the Coliseum in the same manner as has been occurring until a resolution is reached regarding the long term development of the Nassau Hub.

The jobs of those employed at the

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Coliseum are not dependent on the lease to Las Vegas Sands. All that is needed is an Operating Agreement, like the one under which Sands is currently operating the Coliseum.

The Operating Lease at issue is not for the purpose of maintaining jobs. Rather, it is a precursor to and contemplates the development of a casino at the Nassau Hub. The 42 year term of the proposed lease would foreclose the possibility of any long term development of the Coliseum by anyone other than Las Vegas Sands.

Notably, the lease gives Sands the option of shutting down after two years, which could put Coliseum employees jobs at risk.

Likewise, rent of \$10 million per year is excessive for simply running the Coliseum in its current state. Instead, this amount reflects the substantial value to Las Vegas Sands of having site control over this county property for its

1
2 proposed casino and development. Control
3 of the property allows them to promote
4 its proposed casino development on County
5 property, and apply for New York State
6 casino license next spring.

7 Here, Nassau County and Las Vegas
8 Sands have made clear their intentions to
9 proceed with a massive casino and
10 development of the Nassau Hub and have
11 already negotiated a terms sheet and
12 drafted the Casino Lease to carry out
13 this plan. The Operating Lease is simply
14 the first step. There is no other reason
15 that Sands has an interest in running the
16 Coliseum than to be in a position to bid
17 for a casino license from the New York
18 State.

19 We urge members of the Legislature
20 to review the Operating Lease as part of
21 SEQRA review for the full development of
22 the Coliseum. The County should conduct a
23 full SEQRA review of the Operating Lease
24 and issue a positive declaration under
25 SEQRA. To do otherwise, to treat the

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Operating Lease as an independent lease
is improper segmentation under SEQRA.

Hofstra remains adamant that the
location is not appropriate for a casino.
Let's together consider what proposals
would best bolster the long term,
inclusive and sustainable economic growth
of this region and ensure our children's
future.

Thank you for your consideration.

PRESIDING OFFICER KOPEL: Valerie
Fitts.

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Gina
Farese.

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Giorgio
Citrus.

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Jeanne
Goldsmith.

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(Whereupon, no verbal response.)

PRESIDING OFFICER KOPEL: Dolores Rome.

(Whereupon, no verbal response.)

PRESIDING OFFICER KOPEL: Alexandra Arso.

(Whereupon, states for Sands, declines to speak.)

PRESIDING OFFICER KOPEL: Thank you. Richard Williams.

MR. WILLIAMS: Long day for you folks and I appreciate your time. I just wish this had occurred about 6 or 7 hours ago. Seems it was a little bit greater importance than what it is being given right now.

I approach the podium with a lot of doubt. Frankly, I doubt that many of you are going to listen to this appeal, but I'll make it anyway.

The voters, the facts, the

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environment and the law just don't seem to matter to most of the people on the dais. This is an action. This an action as defined by the statutes. It's part of an overall plan. It's sequestration on steroids. It makes what we did a couple of months ago look like a baby's rattle. It's nothing compared to what you're trying to do now.

On the environment, I've heard this story from what you're going to do. I have serious questions about how it's going to be done, but this is a severe, severe impact.

It is incredulous to me to hear OSPAC saying there's going to be no impact from this effort by Sands. Again, I'm incredulous, but the OSPAC hearing, there were 292 comments; 289 were against Sands, three were for. Did anybody listen? I don't think so.

Voters, this is personal. All of you get elected. All of you up for election in about 18 months, 16 months.

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This is a call to do what's right, not what's expedient. This is a call to do what's best for this County.

I personally feel that the Sands has pitted the unions against other people. No one in this room is against the unions. Everyone wants jobs. Everybody wants good jobs. Everybody wants it done well.

As Mr. Catalano said, \$2 billion pulled out of our economy. Where is it going to come from? Who is it going to come from? It's going to come from the people in this county. I've lived here for most of my life. I've lived in this county and I have five children who live in this county. I have 17 grandchildren who live in this county. It would be nice to think that it had a future. If you go ahead with Sands, you are destroying their future. You are destroying their future as certain as as if you put a stake in their heart. This is not going to be good for us. Find another answer.

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Table this. Find another answer.

Thank you for your patience.

PRESIDING OFFICER KOPEL: Jeffrey
Herskovitz.

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Mariam
Hamicalse.

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Utao
Flores.

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Chris Rosa.

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Peggy Volz.

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Barbara
Kane.

MS. KANE: Good evening, members of
the Committee. My name is Barbara Kane.

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I'm a local East Meadow resident.
Professionally, I'm a local realtor. I'm also a certified financial planner. I'm no stranger to finance.

So we're giving or considering a 42 year Operational Lease to Las Vegas Sands. We're considering a 99 year redevelopment lease to Las Vegas Sands. Business 101, clearly, this sounds like a monopoly to me.

In addition, local businesses will be crushed. Where's our sense of community? Where's our compassion? What is happening to Nassau County? Real estate values will be impacted and real estate values will be impacted negatively.

Now I understand the union leaders want jobs. I agree. We all want to work. We all need to pay our taxes. But we pay taxes to live in Long Island, to live in suburbia. And if we have this massive casino take place, Long Island will become a Queens. And Queens is different

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tax bracket than Long Island. What are we paying our taxes for?

I believe in capitalism. I believe in jobs. But I think Nassau County can do better. I think we can do better than a casino. Maybe affordable housing, maybe a hospital, maybe senior housing. I don't have all the answers, but it just seems to me building a casino of this magnitude is going to change the landscape considerably.

Have you driven on Hempstead Turnpike lately? What is that going to look like once we have this new casino in place?

The casino is going to rob us of our community. The casino is going to rob us of generational wealth in our real estate values. Generational wealth that we could leave to our children. Generational wealth that we could lead to our grandchildren. I think that's not really being addressed here.

Given the fact that I live in the

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local community of East Meadow, there's also a very large Muslim population, and I don't think they like to gamble and drink. So are we really addressing all the different communities that are living in Long Island? I urge you to reconsider. Thank you.

PRESIDING OFFICER KOPEL: Luis Vazquez.

(Whereupon, no verbal response.)

PRESIDING OFFICER KOPEL: Brad Thompson.

(Whereupon, no verbal response.)

PRESIDING OFFICER KOPEL: Jeremy Joseph.

MR. JOSEPH: My name is Jeremy Joseph. I'm a resident of Hicksville. We've been having this hearing over and over again. Pro Casino; anti casino. What gets lost in the mix is the nature of the casino support. Everyone speaking in favor of Las Vegas Sands are being paid

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to do so. If you're not being paid, I have bad news for you; you're a sucker. This is \$1 billion corporation built on a predatory business model and famous for gross labor violations, and now they've come to Nassau asking for a handout in the form of the Coliseum property.

Now, what could we possibly doing with this property? Over the last decade, no area in this country has created fewer new housing units than Long Island -- sorry, in the northeast region. We have a housing shortage, and when there is a shortage of housing, existing homes become more expensive.

Over 50% of New Yorkers cannot afford their monthly housing costs. People are moving away from Long Island and en mass because they can't afford to live here. This is by far the number one problem we are facing here. We have public control of one of the largest properties in central Nassau County; near universities and community colleges, no

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2 less. One that is clearly in need of
3 development. One that is already in the
4 middle of a suburban environment. I'm not
5 naive enough to trust Las Vegas Sands'
6 alternate proposals of housing
7 development. Las Vegas Sands is not in
8 the business of housing people, they
9 bankrupt them.

10 Statewide, there is a growing
11 movement to address this housing crisis.
12 And a solution that's gaining popularity
13 is social housing. Social housing in the
14 form of limited equity cooperatives or
15 permanently affordable rentals would be
16 the perfect use of this publicly
17 controlled property. Imagine affordable
18 housing for the middle class for senior
19 citizens. Imagine a rent that is no more
20 than 25% of your income.

21 You want to talk about union labor?
22 If granted a casino license, the Las
23 Vegas Sands is promised only a year and a
24 half of union labor for the construction
25 phase. Then what? The operations

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2 workforce, which will be long term, has
3 no such assurances. We can do better for
4 our brothers and sisters in labor. This
5 social housing legislation would ensure
6 that these housing developments would
7 only use union labor. That's a lot of
8 good work for a long time. I'd much
9 rather our friends in labor take pride in
10 housing our community and their own
11 families instead of building a casino
12 that would exploit them.

13 And that's the saddest part of all
14 this. This property represents an
15 incredible opportunity to help Nassau
16 County. Instead, we're seeing the lack of
17 imagination from those on the dais. We're
18 seeing our politicians take some of our
19 poorest communities and setting them up
20 to be cheap labor for \$1 billion
21 corporation. Do not approve this lease.

22 PRESIDING OFFICER KOPEL: Luis Bedo.

23 (Whereupon, no verbal
24 response.)

25 PRESIDING OFFICER KOPEL: Patty

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Harris.

MS. HARRIS: Hi, I'm Patty Harris. Uniondale. I've been living in Uniondale for about roughly 40 years, and I'll be 60 soon. So I would like to say, this change for a casino to be here is what you would say is one of those brain fart thoughts, I think, because I cannot believe to have kids that are going to college and then you have elementary kids to high school, you've got private schools, you have the public schools around there, to even think of, to put a casino there. Just because your last meeting that you had, all you kept hearing was dollar, dollar, dollar. You know, sometimes you can't buy everything.

We have a lot of people in Uniondale who state they do not want it. You have not even sat down with us. The County Executive has not even come to our community. He don't even come to our community when it's election time. So why would we trust him enough to want a

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casino there?

I understand that he has a relative that is a part of the casino. We had a former legislator, Legislator Abrahams, who did step down from when it was time to speak. He gave the gracious way of saying that he could not speak because he had a relative himself there. But the County Executive is making sure that this location for a casino is available for all types of, I say, crime. I do not want prostitution, kids' trafficking. I do not want -- even Jake 58 they had an issue and Jake 58 is much smaller than that. So because if Jake 58 is smaller, how much crime you think will come with a bigger casino?

Now, I was at Nassau Community College, my daughter graduated and I had a pleasure of being there to watch her graduate, but I also had a pleasure to be there when they booed our County Executive for even announcing the casino.

I feel that a casino is not the

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2 right place. We're not a destiny (sic)
3 location. The Hamptons, the Shinnecock
4 Reservation is a destination of Long
5 Island. And I speak for the late
6 Commissioner Melvin Harris, Jr. Because
7 that was my husband.

8 PRESIDING OFFICER KOPEL: Thank you.
9 All right. Elizabeth Nabet.

10 (Whereupon, no verbal
11 response.)

12 PRESIDING OFFICER KOPEL: Karen
13 Rierdan.

14 MS. RIERDAN: Good evening. I'm
15 calling upon the Legislature to table
16 your vote on the site control and
17 Operation Lease to Las Vegas Sands until
18 an environmental impact statement is done
19 and a SEQRA review is complete.

20 This isn't about how you feel about
21 the casino or saving jobs, it's about
22 following the law. SEQRA law requires
23 elected officials and the public to fully
24 understand the project's impacts before
25 you are asked to approve the lease. And

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we know this now, because last fall, the courts ruled the lease with Las Vegas Sands was illegal due to segmentation and they annulled the lease.

What I never understood was how the County brought an illegal contract up for vote in the first place. Don't you have to follow the laws? Don't you have legal counsel to advise you on these matters? How did all of you besides Legislator DeRiggi-Whitton approve this illegal contract? I mean, many of you are attorneys and the caucus is advised by attorneys. So how did this ever happen?

But that was then and this is now. So here we are again, now. And I understand segmentation now because it's not that difficult. You are here once again being asked to vote on a contract without understanding its full impacts. Stating that this 42 year lease is not for a casino does not absolve the need for a full environmental impact statement. It's still required.

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To force you to take a vote today without understanding the full impact of tying up 72 acres for 42 years without this study is, quite frankly, a waste of taxpayer money at risk again for being found to be in violation of this required SEQRA act. It's unfair and illegal for the County to put you in a position where you may have to explain to us, your constituents, why you made an irresponsible, uninformed decision to tie up one of the County's prime properties for 42 years without having the required information. If you approve the 42 year lease today, how will you explain your vote to your constituents again, if it's determined it's an illegal contract and you knowingly approved it? How will you explain why you made this informed decision to approve this project despite the knowledge of segmentation? Or the possibility of the SEQRA review comes back a year from now, and it reveals numerous impacts which can't be

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mitigated; how do you then explain any of this when the laws require that you should have known this before taking your vote?

I'm asking you to table your vote on the lease until you can make an informed decision by legally requiring an EIS. Specifically, I call upon my representative, Legislator Mazi Pilip, to show leadership now at a time when your constituents desperately need to hear your voice. Please table your vote. Don't let the County in Las Vegas Sands pressure you to relinquish your responsibility to follow the law. We elected all of you to be courageous leaders, not complicit followers.

Thank you.

PRESIDING OFFICER KOPEL: Dwayne Hucolsh.

(Whereupon, no verbal response.)

PRESIDING OFFICER KOPEL: Lynn Krug.

MS. KRUG: Good evening. It's been a

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long day. When I printed my letter this morning, I said, good afternoon. Now it's past my bedtime.

Anyway, thank you for giving me this opportunity to speak. If you need an example of the corrosive effect that this casino project will have on our community, you need only to see the toxic rhetoric that's already been aimed at casino opponents and at Hofstra University.

In recent hearings, Hofstra actions on behalf of their students and the community by calling out county leadership for not following the law, have been called a scorched earth policy and dangerous.

In recent news articles, Hofstra's actions have been called bullying and accused opponents of using arguments with racist and classist undertones. Let's not forget the County Executive's personal attacks and baseless accusations against Hofstra's President. Even LV Sands is no

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longer content to let others take the low road joined in with digital ads to say that Hofstra University doesn't care about our community.

For 90 years, Hofstra has been an integral and contributing member of the County and the town, a longstanding institution of which we can all be proud. Tens of thousands of students, many of them were in this room earlier today, have had their lives lifted by their education and experiences there.

On the other hand, LVS Sands showed up just two years ago with a plan for the country's second largest casino, because, as their spokesperson said, they like the demographic.

Reminder to everyone the money that LV Sands will be spending in the community is a lot less, a lot less than the money they'll be taking from the community.

I'm grateful to Hofstra for ensuring accountability, for sticking to the

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2 facts, for protecting their student body,
3 and for taking the high road while doing
4 it. No name-calling, no accusations of
5 racism. Remember, their legal actions
6 would not have been successful if our
7 county was doing the right thing.

8 This very building that we sit in
9 tonight was named for the great
10 Republican Teddy Roosevelt. His statue
11 stands outside. We don't have to guess
12 how Teddy would have felt about this. He
13 already told us. He decried all types of
14 gambling to be pernicious, a word not
15 commonly used today. It means destructive
16 and poisonous. I'd say that Teddy had it
17 right. Remember when you cast your votes
18 on this project, Teddy is going to be
19 looking at each of you every time you
20 enter and leave this building.

21 Thank you.

22 PRESIDING OFFICER KOPEL: Lina
23 Vivas.

24 (Whereupon, no verbal
25 response.)

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PRESIDING OFFICER KOPEL: George
Krug.

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Helen
Matines.

MS. MATINES: Well, I just have to
say that as a community leader, I've
always met a lot of people who leave here
in Nassau County and travel to New Jersey
and Connecticut and other places to visit
casinos, and they go there regularly,
many of them. There's gambling all over
the United States. We have to get used to
that. Whether you like it or not. You
don't have to do it if you don't like it.

So why not have a casino here and we
can leave that money here on Long Island
instead of sending our residents out to
other places to spend it? It's entirely
up to you to do it. It's not like we're
holding the gun to anybody's head.

But anyway, for people who did not
enjoy casinos, as I said, don't come. But

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2 there are plenty who come and spend money
3 here from other places. And add that to
4 our taxes being everyone's always crying
5 about taxes, that's what it's all about;
6 well, here's a big help. I just hope you
7 give it a little more, thought. And for
8 those who don't like it, you don't have
9 to come. That's the bottom line.

10 PRESIDING OFFICER KOPEL: Thank you.
11 Alison O'Brien Silva.

12 MS. MATINES: One more thing about
13 Hofstra. I have a child that went to
14 Hofstra, and he's 45 years old. And there
15 was plenty of gambling going on there at
16 that time.

17 PRESIDING OFFICER KOPEL: Alison
18 Silva.

19 (Whereupon, no verbal
20 response.)

21 PRESIDING OFFICER KOPEL: Patricia
22 McNeill.

23 (Whereupon, no verbal
24 response.)

25 PRESIDING OFFICER KOPEL: Steve

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Ralston.

MR. RALSTON: Thank you. I'm Steve Ralston from Baldwin.

Gambling is the new tobacco. Gambling was never good for any community. Despite the promises of new found revenue, the sellers are the only ones making money. It all started with a lie. We were told by our governor, Andrew Cuomo, in 2013 and now by Governor Hochul and Bruce Blakeman, that legalized gambling will lower taxes, funds public education and the MTA and help the overall budget. This has not happened upstate; it will not happen here.

When we were children, one simple rule we were taught is do not accept candy, ice cream or money from strangers. They want something more. Now, LV Sands, the stranger, is offering soccer clinics, lawnmowers for little leagues, cash to legislative districts, and \$54 million an upfront rental payment for our underutilized Nassau Coliseum. They want

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2 something more, and we will regret it if
3 they get it. A shiny new casino in this
4 peaceful county.

5 Governors Cuomo and Hochul failed to
6 tell us of:

7 1. The economic damage. Casinos
8 create \$3 in social costs for every \$1
9 they bring in. Casino revenues are always
10 overestimated and offer low skilled jobs,
11 which hinders economic growth.

12 2. The environmental damage: To
13 our lungs when 23,000 extra visitors
14 arrive each day, and that congested area.

15 To our water when they draw an
16 additional 875,000 gallons of water each
17 day from our already stressed aquifer.

18 To our air. This is the hottest year
19 ever recorded. They want to run lights,
20 machinery, air conditioning, 24/7 to heat
21 up an already overheated Hub. Let's see
22 the environmental impact statements
23 first.

24 Then there is the human cost. When
25 problem gamblers and addicted gamblers

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drag their families down.

And to our towns where our
restaurants, hotels and clubs will have
to compete with the shiny new
playgrounds.

This casino won't be so attractive
in three years when the novelty wears
off. They say, don't look at Atlantic
City, it won't be like that; it will.
There is not a good ending for casinos in
a residential area and across the street
from two universities. Home values will
decrease for miles around, crime will
increase, gambling addiction will
increase.

Gambling is the new tobacco. It all
started with a lie. Now we know we do not
need a casino for a healthy economy. A
casino will wreck our environment, our
family, health and our peaceful way of
life in Nassau County.

Thank you.

PRESIDING OFFICER KOPEL: Jason
Abeloff.

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(Whereupon, no verbal response.)

PRESIDING OFFICER KOPEL: Pearl Jacobs.

MS. JACOBS: In my research I came across this very well written letter concerning casinos in Nassau County.

"January 7th, 2015. Dear Presiding Officer Gonsalves, as you are no doubt aware, the Board of Directors of the Nassau County Off Track Betting Corporation has recently announced plans to construct a large casino at the former Fortunoff site in the heart of Westbury. As we understand it, this casino project will feature as many as 1000 video lottery terminals, essentially high tech slot machines, including gaming tables for possibly higher stakes games of chance. The casino may even have the option of operating throughout the evening and into the early hours of the morning.

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Moreover, although located at a former retail site, the casino would be in close proximity to a number of quiet residential neighborhoods.

In my opinion, it cannot be denied that such a gambling facility and the kind of activity it will inevitably attract, seriously threatens the family oriented quality of life in Westbury and the surrounding communities. Yet, distressingly, there is no indication that the OTB Board has given the slightest consideration to the interests of our residents.

On the contrary, the Board has attempted to push through this highly controversial casino project behind closed doors with no transparency or public participation, apparently in an effort to avoid public scrutiny and community opposition.

In my view, it is clear that the prospect of generating large scale gambling revenue for itself in the county

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has binded the OTB Board to the well-being of its neighbors and to the greater good of the community.

I strongly believe that through its irresponsible actions, the OTB Board has forfeited the trust and confidence of the Legislature and should be removed. I, therefore, urge you to support a resolution immediately terminating and replacing the current OTB Board members.

Understand that this is not a partizan attempt to alter the political composition of the Board. In fact, I pledge to you that I will personally support and urge my colleagues in the Minority Caucus to likewise support any board appointees put forth by the Majority, regardless of party affiliation. But I make this proposal in two essential conditions. Any appointed proposed by the Majority must publicly comment on the record to call a halt to the proposed placement of the casino at the Westbury site; and, two, the site

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2 eventually selected, if any, must be
3 chosen through an open, transparent
4 process with the opportunity for
5 significant public participation as
6 opposed to the current process, which has
7 effectively disenfranchized tens of
8 thousands of county residents who will
9 bear the brunt of the impact of the
10 casino.

11 Finally, given all that is at stake
12 here, I believe that a resolution
13 replacing the Board should be placed on
14 the Full Legislative Calendar for January
15 26th, 2015 and acted upon by emergency if
16 need be.

17 Sincerely, Siela A. Bynoe,
18 Legislative District 2."

19 Legislator Bynoe, what change your
20 perspective regarding casinos being
21 placed in your legislative district?
22 Crickets. Thank you.

23 PRESIDING OFFICER KOPEL: Caprice
24 Rines.

25 (Whereupon, states for

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Sands, declines to speak.)

PRESIDING OFFICER KOPEL: Thank you.

Eric Rucker.

Is there anyone who wants to speak on this on the casino who did not have a slip into this?

(Whereupon, clarification of speakers.)

MS. REIMERS: Good evening. I don't know. Every time I come here, I'm lost. My issue is you guys have a minority side and the majority. The majority side is acting like you are dictators.

PRESIDING OFFICER KOPEL: I'm sorry to interrupt you, we won't take away your time. Please state your name for the reporter.

MS. REIMERS: My name is Colleen Reimers. And I live in Uniondale for 31 years. And when I moved here, that is never my intention to retire somewhere else. Apparently, you guys are going to force me to do it because I'm living five blocks from the Nassau Coliseum.

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Back to you guys, the way you operate. I come from Haiti. I know what dictatorship is about. When you guys are operating here, this is exactly like the way Duvalier used to do it. Because you guys don't give them no chance to negotiate anything. This is America. That's why I came. That's why I left my country to come here. But right here, the way you guys act, it's like you're acting like, oh, so what? Oh, no. We're going to go with it. They're asking you guys today, let's go over it. No. But what is this? What is this? That's not the way it's supposed to be. And that's what makes the country going down. And you guys have a country that is the envy of everybody around the world. And if you guys keep playing game, you're going to be like everybody else, because your system is a system -- everybody loves that system. But lately the way you guys are operating, you're bringing the system down. If you can take my word for it,

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change it. You guys are not treating them fairly. Because all they're asking for is meeting. All the asking for is reconsider something. No, it's not going to happen.

And by the way, when it come to the casino, even Sands come and put a proposal here. Fine, it's a business. I've been working on Wall Street for so long, that's fine. The business, that's what they want. They want their own interest. Fine. But when they come and ask you guys to put a casino at the Coliseum when we have a cancer hospital right there, you guys don't know what it is for somebody to have cancer? So they're going to lay taking their chemotherapy treatment and then the casino will be playing. You guys don't have no empathy for nobody. Come on guys. You guys can do better. Do better than that okay. Do better than that.

And none of you live in Uniondale. That's the other thing. None of you live in Uniondale. Thank you.

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PRESIDING OFFICER KOPEL: Ma'am, in the front row. Please state your name.

MS. KIELY: I don't know if you can read my sign from up there. Monica Kiely, "Say no to the casino". Forty two years operating and site control. No one said site control tonight. That's really funny. All over the lease, it says operating and site control; 42 years. Two years of operating, 42 years of site control. This lease is not about jobs. This lease is about site control.

What are we doing? Signing over 42 -- 72 acres of land in the middle of Nassau County for 42 years to a gambling operator, a private corporation, an outsider. Right. Someone offers you candy. Don't take it. Don't get in the car. What are we doing?

Legislators, the 42 year site control lease in front of you is illegal. Table the vote. Or better yet, vote no. As the first step towards constructing a mega casino in Nassau County, this lease

1
2 is an attempt at segmentation. As this
3 Body was found in violation last year due
4 to segmentation of SEQRA law by a New
5 York Supreme Court judge, we are
6 mystified as to why you are attempting
7 this again.

8 And, John Ferretti, you're annoyed
9 that now you're doing the right thing and
10 you want to be acknowledged for it
11 because Hofstra sued you last year. You
12 have to be sued to do the right thing,
13 and then you want Hofstra to acknowledge
14 it? I don't get that attitude.

15 In addition, this lease gives -- I
16 said this already -- SEQRA law covers
17 social and economic impacts of a project
18 as well as environmental impacts. Maybe
19 you guys don't know that since you don't
20 seem very well versed in the law, even
21 though a lot of you are lawyers. The 42
22 year lease deserves its own SEQRA review.
23 What you think it's going to have no
24 impact to tie up a piece of property like
25 that for 72 years -- 42 years? I'm punch

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drunk because I've been here all day.

John Giuffre, you are my legislator. I implore you to listen to your constituents, not give us any B.S. excuses for voting yes. We see you. We understand what's going on here.

Table this vote or vote no. Republican legislators, please be aware that if you continue to ignore Republican voters, and in particular Republican women voters who are just waiting to flip Democrat, we will ignore you at the polls.

You tell us you're tough on crime while you usher in a casino? That is the height of hypocrisy and you know it.

PRESIDING OFFICER KOPEL: Ms. Mereday.

MS. MEREDAY: Everybody knows who I am. You can infer what my intent is going to be with my mask on. So if somebody wants that thousand dollar fine, come look for it.

Say no to the casino. It's a given.

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The Majority over here. You're already going to vote for it. It doesn't come from any decision making here. It's coming from Westbury. Like, where's the national headquarters? Post Road, right? Okay. So that's it.

That's all the time I'm going to waste on that. Because this here is a fundamental issue as it pertains to the Nassau County Veterans Memorial Coliseum. Not one person has mentioned that, at least not in the time that I was here the first four hours. And then I had to come back because this was an issue I wanted to make sure that I was on the record. And for those, my brothers and sisters from Hofstra, second generation Hofstra alum, in this scenario that we're living in in 2024 that want to make a statement about somebody being a DEI higher as if it's some potential slur, let me tell you this when we talk about statistics -- and yes, I'm a proud African American woman who's worked hard to get to where I am --

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Less than 2% of hires in corporate America are those who look like me. So the attacks on this DEI scenario, if you think it's going to impact me, the majority of you better look at the wives, daughters, nieces, all of that. White women, 20%? So if you want to throw that dagger, guess what? It went past me.

Now let's talk about this casino. The veterans who were given some token representation at the initial presentation about the casino, I think they were going to get, what, a memorial wall or something? They were going to get a statue or something. I'm a part of three national organizations that's focusing on two major issues that are impacting our veterans: Suicide and debt. So please, can somebody explain to me how this casino is going to help them when the majority of these veterans won't even be able to go to that facility for a variety of reasons, not just the bells and whistles that are going to impact

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their PTSD.

But it's okay, though, because again, my issue in my remaining seconds, I might have to go over. And if somebody wants to make a comment from the back, come on, come on. We have to take more responsibility. Healthcare is the number one industry on Long Island; we can focus on that. Business development, research and development; we need to focus on that. We do not need to focus on a casino, and I'm going to take my seat in a second. I'm going to take my seat in a second. We need to reach out to the governor, because the way the governor has been treated, I wouldn't want to give this county any type of lease, and I would surely give it to somebody else, because the average salary in New York State for casino workers is \$28,000, and you can't live in a closet in Nassau County. Say no to the casino.

PRESIDING OFFICER KOPEL: Is there anyone else who hasn't been called? Yes,

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sir. Your name please.

MR. LLOYD: Good evening, Dan Lloyd.

And I'm representing an organization called Minority Millennials. And our mission is to help young people of color access jobs, build wealth, and become civically engaged. And we are in strong support of Las Vegas Sands and the vote to extend this lease as well as the SEQRA review for many reasons. But most importantly to start off with is the promise of keeping existing 400 plus union jobs. That is very important to our region and as well as the extension and the promise and the opportunity for thousands of more union jobs, many of which our young people here across the region and Long Island are hungry and eager to get involved with.

And many, as you know, there's a cap to those positions. We need these type of billion dollar regional economic impact opportunities to increase the doors to union career construction and trades, as

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well as the opportunity to build
generational wealth.

And I want to make it very clear
what we mean on generational wealth.
These jobs that exist with Las Vegas
Sands are not just entry level. These are
livable wage jobs across Long Island. And
we all know how expensive it is to live
here and the inflation cost that comes to
our dollar.

Generational wealth is the
opportunity to utilize your thought, your
vision, your idea to create a business
and get a contract or a bid through a
procurement academy. Las Vegas Sands, an
international, global billion dollar
company, has come to our region, our home
and educated us on how to go about that
process. Millions of families and
businesses across Long Island have made
millions through the procurement process,
and for young people in the next
generation, we have that unique moment to
grasp upon that wealth and that

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opportunity to get our business idea into the resort.

Lastly, it's very important to understand the vibrancy that we need across this region. I heard a young lady earlier mentioned that this is not a tourist destination. However, we did have the existing Nassau Veterans Memorial Coliseum here built in the 1970s just for that tourism purpose, and it has not met that goal; it has not met that vision. This is the opportunity to bring back that vision, to create jobs, generational wealth, and make sure that we have the quality of life that we've all wanted.

I'm a Long Island kid. I grew up here, and I hope to keep my family with my kids here to say that they can go to the resort and enjoy the amenities that they need.

And it's very important when we talk about economic income and development and who provides the taxes for that. I'm very passionate about our majority/minority

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communities, especially those that surround this area, and who provides the resources to extend into the schools and into the local communities who are paying the taxes. And I want to make it very clear, I think, or question the Legislative Body, are we well aware that Hofstra University does not pay a dime into the local tax system? They have not, and they continue to not provide any taxes into the local regional area.

With that said, it is very important for us to support this project, the lease transfer and the SEQRA review.

Thank you.

PRESIDING OFFICER KOPEL: Thank you.

Your name, please.

MS. SILBERMAN: Good evening. My name is Ariel. I've been before you before? I'm an alumni of Nassau Community College.

We are all the products of our environments. The people who shaped us, the trials that bruised us, the triumphs

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that are born from those tests of our resolve. But not all of us start on the same starting line. Poverty, medical issues, broken homes.

PRESIDING OFFICER KOPEL: Excuse me, are you here to talk about this item?

MS. SILBERMAN: The casino, yes.

PRESIDING OFFICER KOPEL: Because your slip said something else. But go on, please.

MS. SILBERMAN: Yes. I wasn't exactly sure when I would speak.

PRESIDING OFFICER KOPEL: Go ahead, please.

MS. SILBERMAN: My community college has been a boon to me personally, but I know the impact it gives to the community and how many people it has educated. I'm afraid that the current casino, if it goes ahead, will threaten that very college. It is an outside attack, not like the inside attacks I've told you about with department mergers, but it is, nonetheless, important to talk about. The

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Sands Casino is beating down our front door and unlike Hofstra, our administration is welcoming them with enthusiasm. The push towards workforce development is code for training our people to be the bodies manning the machine. Our college attorney is quoted as saying, if the license went to the Sands Casino, I think it could be helpful getting US grants to train workers, as Nassau Community College would be a training Hub. The stigma against community college is ever present and potent as ever, but I will never for a second believe that our educational path leads to this ill thought of casino.

Our college produced Billy Crystal. We produce scientists, authors, doctors, lawyers. We educated a legislator who once had amongst you. There is nothing we cannot do. No high we cannot reach. And I think with dismay that the people who lead our college do not see the writing on the wall as Hofstra does.

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The pin I am wearing today is my commitment to my college, even though I'm an alumni now. As long as there is a college standing, I will be here to defend it. Please do not threaten my college's existence with this ill thought of casino.

Thank you.

PRESIDING OFFICER KOPEL: Okay, I'm going to call a vote on these items. Ordinance 28, as amended, and Ordinance 29, as amended. All those in favor, please say, "Aye".

(Whereupon, off the record discussion.)

PRESIDING OFFICER KOPEL: Let's just do first, Ordinance 28, as amended. All those in favor, please say, "Aye".

(Whereupon, all members of the Full Legislature respond in favor with, "Aye".)

PRESIDING OFFICER KOPEL: Any opposed?

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(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Any
abstentions?

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: Okay.
Unanimously in favor.

Ordinance 29, as amended.

PRESIDING OFFICER KOPEL: Aye.

LEGISLATOR BYNOE: Aye.

LEGISLATOR SOLAGES: Aye.

LEGISLATOR MULLANEY: Aye.

LEGISLATOR KOSLOW: Aye.

LEGISLATOR MULE: Aye.

LEGISLATOR DAVIS: Aye.

LEGISLATOR GIUFFRE: Aye.

LEGISLATOR STRAUSS: Aye.

LEGISLATOR PILIP: Aye.

LEGISLATOR GIANGREGORIO: Aye.

LEGISLATOR MCKEVITT: Aye.

LEGISLATOR GAYLOR: Aye.

LEGISLATOR FERRETTI: Aye.

LEGISLATOR DRUCKER: Aye.

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LEGISLATOR WALKER: Aye.

LEGISLATOR GOETZ: Aye.

LEGISLATOR KENNEDY: Aye.

PRESIDING OFFICER KOPEL: Opposed?

LEGISLATOR DERIGGI-WHITTON: Nay.

PRESIDING OFFICER KOPEL: One
opposed. Any abstentions?

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: So we have
18-1-0.

(Whereupon, the above matter
concludes.)

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PRESIDING OFFICER KOPEL: We have a few more items before the Full Legislature, but before we do that, we need to have a brief Rules Committee.

I am putting Legislature into recess.

(Whereupon, brief recess for Rules Committee.)

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PRESIDING OFFICER KOPEL: We're reconvening the Full Legislature, and we have the one item here. Which is Resolution 126 authorizing to County attorney to compromise the claims of the Harry Fang Guggenheim Foundation pertaining to the Falaise Estate.

We have a motion by Legislator Ferretti and seconded by Legislator Walker.

All those in favor of this motion, please say, "Aye".

(Whereupon, all members of the Full Legislature respond in favor with, "Aye".)

PRESIDING OFFICER KOPEL: Any opposed?

(Whereupon, no verbal response.)

PRESIDING OFFICER KOPEL: Okay. That item is unanimous.

Legislator Giangregorio reluctantly adjourns --

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(Whereupon, off the record
discussion.)

We have public comment.

MR. STARK: Good afternoon. Good evening. Good night. He knows what time it is. Good morning.

My name is Scott Stark. I'm the vice president of the Adjunct Faculty Association at Nassau Community College. This is my first legislative meeting. I believe it'll be my last. I used to think maybe I wanted to run for office. I do not. All right.

On behalf of the adjunct faculty association, I'd like to extend our gratitude for your approval of the labor contract between the AFA and Nassau Community College. We recognize that the negotiations were not always smooth, but we do commend all parties for their dedication to reaching a mutually beneficial agreement. The collaborative effort demonstrated during this process highlights our shared commitment to the

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future of Nassau Community College.

Throughout these negotiations, the AFA worked diligently to resolve differences, and we did so behind the scenes, because we're aware that adverse publicity could exacerbate the College's fiscal challenges. Our main priority is always the rights of our members, but another priority of ours has been to support Nassau Community College's stability and growth.

It's important to note that adjunct faculty members play a crucial role in the college's financial health. The revenue generated by adjunct instruction significantly exceeds the associated costs, making our contributions not only educationally valuable but also also fiscally advantageous. Increasing the number of adjuncts would go a long way in alleviating the College's budget shortfalls.

We appreciate your recognition of the essential role the adjunct faculty

1
2 members play in the success of Nassau
3 Community College and the broader
4 community. Your support ensures that we
5 can provide continue to provide high
6 quality education to our students, while
7 helping to address the college's
8 financial challenges.

9 Thank you once again for your
10 approval and your continued support.
11 Thank you.

12 PRESIDING OFFICER KOPEL: All right.

13 I see that we had. Thank you. We had
14 two more slips. I don't know if they're
15 still here. Kerry Gillick Goldberg and
16 Ellen Swirsky.

17 (Whereupon, no verbal
18 response.)

19 PRESIDING OFFICER KOPEL: Legislator
20 Giangregorio has since overcome his
21 reluctance and now enthusiastically moves
22 that we adjourn. And we have a second,
23 Legislator Giuffre seconds.
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PRESIDING OFFICER KOPEL: All those
in favor of adjourning?

(Whereupon, all members of
the Full Legislature respond in
favor with, "Aye".)

PRESIDING OFFICER KOPEL: Any
opposed?

(Whereupon, no verbal
response.)

PRESIDING OFFICER KOPEL: We are
adjourned.

(Whereupon, the Full Legislature
meeting is adjourned, 9:48 p.m.)

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C E R T I F I C A T E

STATE OF NEW YORK)

: SS.:

County of Nassau)

I, KAREN LORENZO, a Notary Public
for and within the State of New York, do
hereby certify:

That the above is a correct
transcription of my stenographic notes.

IN WITNESS WHEREOF, I have hereunto
set my hand this 5th day of August, 2024.

Karen Lorenzo

Karen Lorenzo

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