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STAFF SUMMARY
CLERK OF THE COUNTY CLERK
JULY 18 2024

Subject Ordinance to Authorize Operational Lease with LVS NY HOLDCO 2, LLC
Department County Executive
Department Head Name Bruce Blakeman
Department Head Signature DCE [Signature]
Date: 07/17/2024

2024 JUL 18 A 11: 56 Internal Approvals

Date & Init.	Approval	Date & Init.	Approval
	Dept. Head	[Signature]	Legislative Affairs.
[Signature]	Budget	[Signature]	County Atty.
[Signature]	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 17, 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 a horizontal line.

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

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2024 JUL 18 A 11:56

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/is not] 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/is not] 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 NCPC-OSPAC #2-2024 be classified as [an unlisted/Type [X]] action and determine that it [will/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/Type [X]] and issuing a [POSITIVE/NEGATIVE] DECLARATION; and be it further

RESOLVED, that the COMMISSION hereby recommends that the LEGISLATURE [approve/not 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	[AYE/NAY/ABSTAIN]
Jeffrey Greenfield, Vice-Chair	[AYE/NAY/ABSTAIN]
Neal Lewis, 3rd Vice-Chair	[AYE/NAY/ABSTAIN]
Dana Durso	[AYE/NAY/ABSTAIN]
Ronald J. Ellerbe	[AYE/NAY/ABSTAIN]
Murray Forman	[AYE/NAY/ABSTAIN]
Denise Gold	[AYE/NAY/ABSTAIN]
Khandan Kalaty	[AYE/NAY/ABSTAIN]
Reid Sakowich	[AYE/NAY/ABSTAIN]

The Chair declared the resolution duly adopted.

OSPAC 2-2024

Adopted: [X, 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.

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(c).

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, Uniondale, Town of Hempstead, Nassau County (see Site Location Map) NCTM:Section 44- Block F- Lots 351, 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 Traurig		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, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
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 2008) <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): <u>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.</u> _____	

*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. 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,
 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) - Thlr 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. NC 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)? 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? 71.6± acres
 b. Total acreage to be physically disturbed? 0 acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 86.3± 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,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____
 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed? _____
 iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? No Construction Proposed Yes No
 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: _____

f. Does the project include new residential uses? Yes 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)? Yes 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? 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? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) Yes No
 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? Yes 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? Yes 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? 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): _____

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 Covertypes	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
8701759, 8702169, 0125233, 0205085,
 Yes -- Spills Incidents database Provide DEC ID number(s): 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 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 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

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: _____ 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.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

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____ Typical suburban and human-tolerant squirrels _____ species occupy the subject property _____ 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 If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ _____</p>	
<p>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</p>	
<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 If Yes: 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 If Yes: 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 If yes, give a brief description of how the proposed action may affect that use: _____ _____</p>	
E.3. Designated Public Resources On or Near Project Site	
<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 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 i. If Yes: acreage(s) on project site? _____ 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 If Yes: i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature 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 If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____</p>	

<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</p> <p>If Yes:</p> <p>i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District</p> <p>ii. Name: _____</p> <p>iii. Brief description of attributes on which listing is based: _____</p>	
<p>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</p>	
<p>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</p> <p>If Yes:</p> <p>i. Describe possible resource(s): _____</p> <p>ii. Basis for identification: _____</p>	
<p>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</p> <p>If Yes:</p> <p>i. Identify resource: <u>Scenic byway</u></p> <p>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></p> <p>iii. Distance between project and resource: <u>0.41±; 1.92±; 2.45±; 2.49±</u> miles.</p>	
<p>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</p> <p>If Yes:</p> <p>i. Identify the name of the river and its designation: _____</p> <p>ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

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

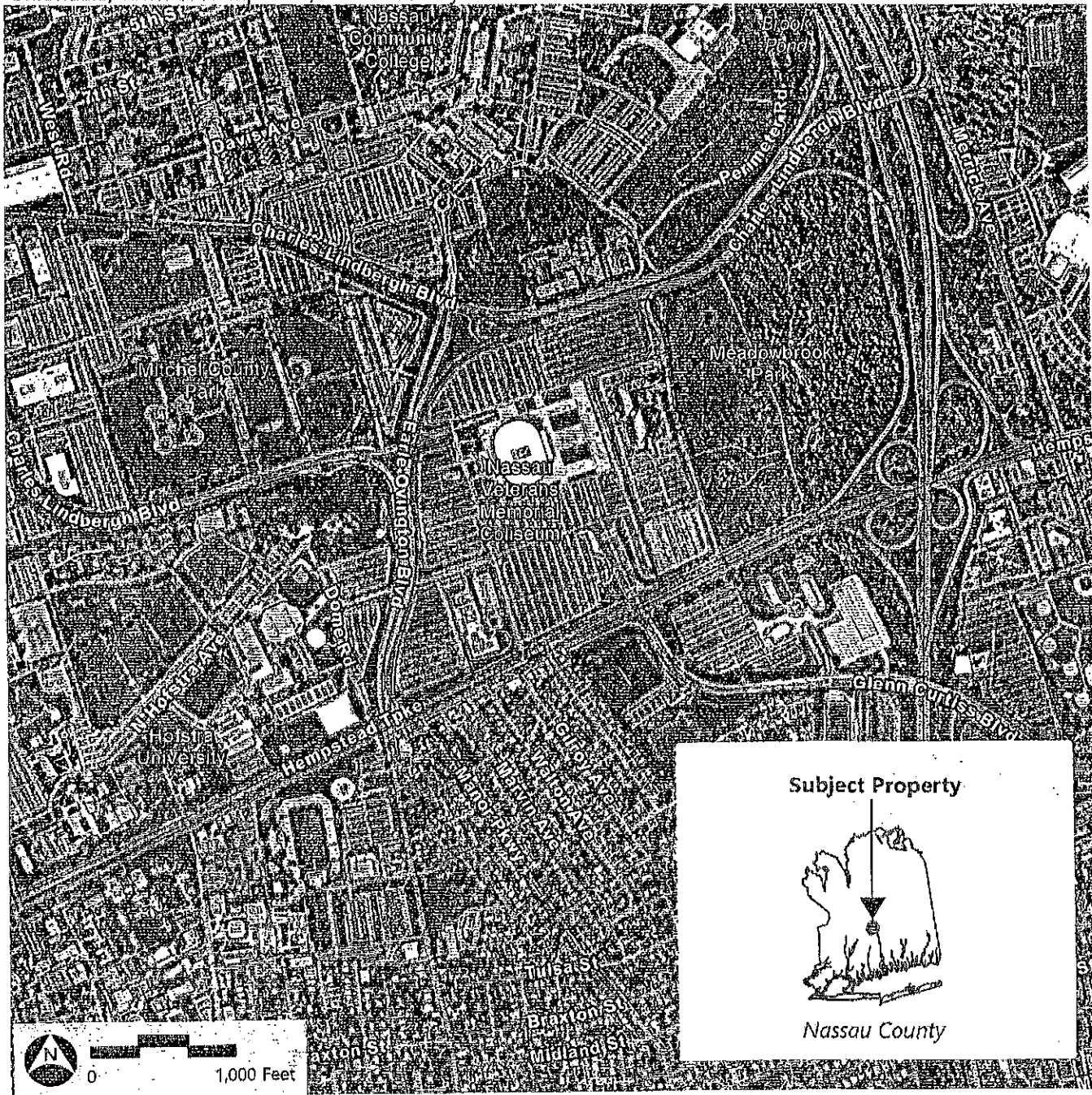
Theresa Elkowitz, VHB Engineering, Surveying, Landscape Architecture and Geology, P.C. as environmental consultant to Applicant



Attachment

Site Location

Lease for Use, Occupancy, Operation and Maintenance of Existing Nassau Veterans Memorial
Uniondale, 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, Belmore 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

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.

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

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

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;

(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.

(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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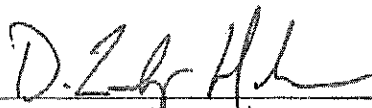
EXECUTION COPY

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

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

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.

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.

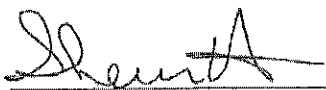
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below:

17 July 2024
Dated


Signature of ~~Chief Executive Officer~~
President

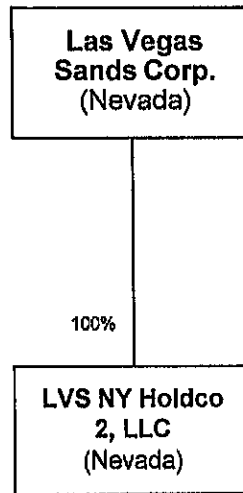
David Zachary Hudson
Name of ~~Chief Executive Officer~~
President

Sworn to before me this
17 day of July, 2024


Notary Public



SCHEDULE F
STRUCTURE OF TENANT
(attached)



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.

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.

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

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

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

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.

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.

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 [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:
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 by 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)
 Project : Lease for Operation of Nassau Veterans
Memorial Coliseum
 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 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>				<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 involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>		<input type="checkbox"/>	
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input 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 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 type="checkbox"/>	
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1c	<input type="checkbox"/>		<input 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 type="checkbox"/>	
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input 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 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. NO YES
 (See Part 1, D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)
 If "Yes", answer questions a - h. If "No", move on to Section 5.

	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. NO YES
 (See Part 1, E.2)
 If "Yes", answer questions a - g. If "No", move on to Section 6.

	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 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)	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 hydrochloroflourocarbons (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 I, 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.	E1a, 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 NO YES

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.)
If "Yes", answer questions a - g. If "No", go to Section 10.

	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 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 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 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	E3h E2q, E1c	<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.	E3h	<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	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources NO YES

The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)
If "Yes", answer questions a - e. If "No", go to Section 11.

	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"/>
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, D1q, 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.) NO YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	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.	D2s, 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.) If "Yes", answer questions a - h. If "No", go to Section 18.			
		<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, D1e, 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) If "Yes", answer questions a - g. If "No", proceed to Part 3.			
		<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.	E3c, 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, 1550 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(c).

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 Moriarty	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 NCPC-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

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: [REDACTED]

5) Federal I.D. Number: [REDACTED]

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 [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://ecorp.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 12231-0001
<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, 12207-2643

(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:

5600 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

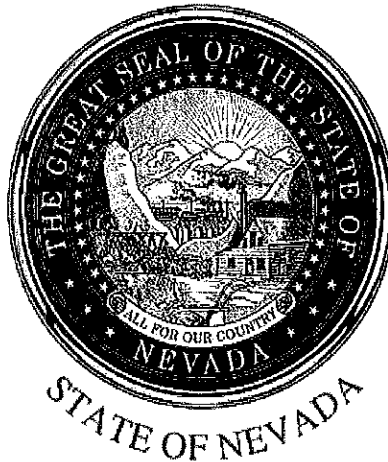
City, State and Zip Code:

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.



Francisco V. Aguilar

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 Status: Active

Entity Name: LVS NY HOLDCO 2, LLC
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 Secretary of State State Of Nevada	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: small;">Business Number</td> <td>E29524202023-1</td> </tr> <tr> <td style="font-size: small;">Filing Number</td> <td>20243828806</td> </tr> <tr> <td style="font-size: small;">Filed On</td> <td>02/19/2024 12:04:55 PM</td> </tr> <tr> <td style="font-size: small;">Number of Pages</td> <td>2</td> </tr> </table>	Business Number	E29524202023-1	Filing Number	20243828806	Filed On	02/19/2024 12:04:55 PM	Number of Pages	2
Business Number	E29524202023-1								
Filing Number	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.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.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 <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

Secretary of Managing Member 2/14/2024
Title Date

**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.



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	State/Province/Territory:	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:

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 by 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:

<u>Title of Each Class</u>	<u>Trading Symbol</u>	<u>Name of Each Exchange on Which Registered</u>
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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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”). 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.

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 Macau 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.

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, 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 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.

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.

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.

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.

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.

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 CIIO 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.

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.

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.

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.

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:

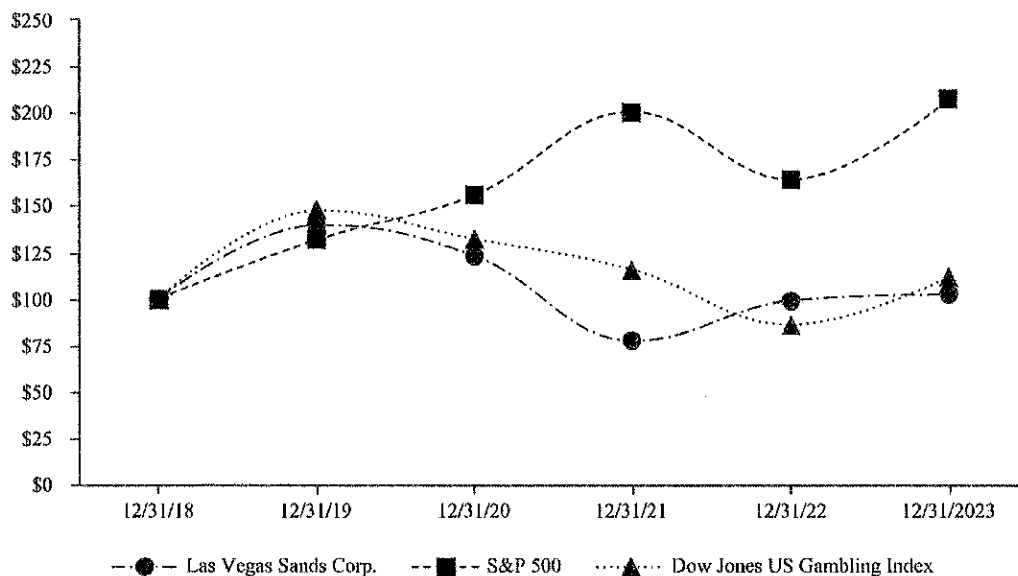
Period	Total Number of Shares Purchased	Weighted Average Price Paid Per Share ⁽¹⁾	Total Number of Shares Purchased as Part of a Publicly Announced Program	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Program (in millions) ⁽²⁾
October 1, 2023 — October 31, 2023	3,154,380	\$ 47.44	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.

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]

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.

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.

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:			
Marina Bay Sands			
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:			
The Venetian Macao			
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 %
The Londoner Macao			
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 %
The Parisian Macao			
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 %
The Plaza Macao and Four Seasons Macao			
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)		
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)	<u>2,313</u>	<u>(792)</u>
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	<u>\$ 1,431</u>	<u>\$ (1,541)</u>

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	<u>227</u>	<u>187</u>	<u>66</u>	<u>32</u>	<u>254</u>
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	<u>24</u>	<u>16</u>	<u>13</u>	<u>7</u>	<u>29</u>
Property taxes ⁽²⁾	1	—	—	—	6
Mall-related expenses ⁽³⁾	<u>\$ 25</u>	<u>\$ 16</u>	<u>\$ 13</u>	<u>\$ 7</u>	<u>\$ 35</u>
For the year ended December 31, 2022					
Mall revenues:					
Minimum rents ⁽³⁾	\$ 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	<u>154</u>	<u>127</u>	<u>47</u>	<u>25</u>	<u>226</u>
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	<u>18</u>	<u>11</u>	<u>11</u>	<u>7</u>	<u>25</u>
Property taxes ⁽²⁾	1	—	—	—	4
Mall-related expenses ⁽³⁾	<u>\$ 19</u>	<u>\$ 11</u>	<u>\$ 11</u>	<u>\$ 7</u>	<u>\$ 29</u>

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

— 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.

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.

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.

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	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.

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.

**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.

**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	<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)	4,511	(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	<u>\$ 5,229</u>	<u>\$ 6,436</u>	<u>\$ 1,870</u>

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.

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 Macau 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

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

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

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
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.

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
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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

**LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)**

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.

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
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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.

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	\$ 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
	<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).

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

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.

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
	14,029	15,978
Less — current maturities	(1,900)	(2,031)
Total long-term debt	\$ 12,129	\$ 13,947

(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 cost 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	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.

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
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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

LAS VEGAS SANDS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (CONTINUED)

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	\$ 141	\$ 136	\$ 136

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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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).

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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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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	<u>\$ 98</u>	<u>\$ 88</u>	<u>\$ 82</u>

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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	(19)	(9)
Long-term lease obligations	\$ 252	\$ 9

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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	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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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>10,250,558</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>41,025,350</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	\$ 1	\$ —	\$ 1
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	\$ —	\$ —	\$ 3
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
	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.

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
	<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.

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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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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<u>Exhibit No.</u>	<u>Description of Document</u>
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, 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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Exhibit No.	Description of Document
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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Exhibit No.	Description of Document
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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Exhibit No.	Description of Document
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 (Macau) 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 (Macau) 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 (Macau) 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 (Macau) 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.

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>
<u>/s/ ROBERT G. GOLDSTEIN</u> Robert G. Goldstein	Chairman of the Board, Chief Executive Officer and Director (Principal Executive Officer)	February 7, 2024
<u>/s/ PATRICK DUMONT</u> Patrick Dumont	President, Chief Operating Officer and Director	February 7, 2024
<u>/s/ IRWIN CHAFETZ</u> Irwin Chafetz	Director	February 7, 2024
<u>/s/ MICHELINE CHAU</u> Micheline Chau	Director	February 7, 2024
<u>/s/ CHARLES D. FORMAN</u> Charles D. Forman	Director	February 7, 2024
<u>/s/ LEWIS KRAMER</u> Lewis Kramer	Director	February 7, 2024
<u>/s/ ALAIN LI</u> Alain Li	Director	February 7, 2024
<u>/s/ RANDY HYZAK</u> 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
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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)

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 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	BUSINESS ADDRESS	PHONE NUMBER	(B) Describe lobbyist's title, if such lobbyist is not a full-time lobbyist, the lobbyist's title, position or complete description of lobbying activities	(C) ISSUING AND WHERE THE REPORT OR REGISTRATION IS FILED
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 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.

Invesia (Res) Cooper, Ten Key Strategies IIc, 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 and ending on the date of this disclosure, 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 (Keri) 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

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") (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 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.

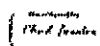

- 3.8 Service Provider shall respond promptly or no later than within two (2) business days to requests by Buyer for clarification or information.
- 3.9 Service Provider shall register as a lobbyist under applicable lobbyist registration, legislation and regulation and take any necessary actions and 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 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.  Name: Chad Forster Title: VP Global Procurement	Service Provider: Tan Key Strategies, LLC  Name: Resi Cooper 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



Signature

Resi Cooper

Printed Name

Principal

Title

Las Vegas Sands Corp.



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, Washington, NY 11791/3

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 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 committees? 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:



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 Mute
Howard Kopel
John Giuffre
Scott Strauss
Mazi Melesa Pilip
Delia DeRiggi-Whitton
Michael Giangagorio
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, 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. 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):

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. <small>(Signature)</small> Name: Chad Forster Title: VP Global Procurement	Service Provider: Ten Key Strategies, LLC <small>(Signature)</small> Name: Reel Cooper Title: Principal
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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 Carcoran Doolin
Ten Key Strategies, LLC
Campaign Contributions
7/19/22-7/19/24

Elected:	Committee Name:
Leg Siela Bynoe	Siela For Senate